CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

DEBBIE SWANSON

Treasurer

STAN ELDRIDGE

Trustees

KAREN LOVEJOY ROE
JOHN P. NEWMAN II
GLORIA PETERSON
LARESHA THORNTON

August 18, 2026

Regular Meeting – 6:00 p.m.

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

DEPARTMENTAL REPORTS

Police Service Data Report

Reporting Period: July

Incidents	Month 2026	2026 YTD	2025 YTD	% Change
Animal Complaints	77	447	450	-0.7%
Assaultive Crimes	46	288	303	-5.0%
Burglaries	1	26	47	-44.7%
Larcenies	23	162	162	0%
Medical Assists	57	352	350	0.6%
OWI	8	27	23	17.4%
Robberies	1	4	2	100.0%
Traffic Stops	633	3,633	2,956	22.9%
Vehicle Theft	5	49	79	-38.0%
Traffic Crashes	178	1,342	1,264	6.2%
Calls For Service Total	3,563	21,630	21,273	1.7%
Community Engagement			11	-100.0%
Citations	197	1,276	593	115.18%

In/Out of Area Time	Minutes
Into Area Time	1,402
Out of Area Time	2,873

Into Area Time: The time that other areas contracted deputies spent in YPT. ACO, SRP, Command, Countywide, and DB are excluded.

Out of Area Time: Time that YPT contracted deputies spent anywhere other than YPT, including non-contract areas.

CFS Summary

Reporting Period: July

Classification	Month 2026	2026 YTD	2025 YTD	% Change
AGGRAVATED/FELONIOUS ASSAULT	24	134	151	-11.3%
ANIMAL CRUELTY		3	4	-25.0%
ARSON			2	-100.0%
BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)		6	12	-50.0%
BURGLARY -FORCED ENTRY	1	33	53	-37.7%
COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION			1	-100.0%
DAMAGE TO PROPERTY	22	106	156	-32.1%
EMBEZZLEMENT		4	2	100.0%
EXTORTION	2	3	6	-50.0%
FORGERY/COUNTERFEITING	1	4	6	-33.3%
FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	5	17	24	-29.2%
FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	7	40	51	-21.6%
FRAUD - IDENTITY THEFT	2	17	21	-19.0%
FRAUD -WIRE FRAUD	1	8	11	-27.3%
INTIMIDATION/STALKING	5	24	62	-61.3%
JUSTIFIABLE HOMICIDE			1	-100.0%
KIDNAPPING/ABDUCTION	1	2	5	-60.0%
LARCENY -OTHER	7	43	55	-21.8%
LARCENY -POCKETPICKING			1	-100.0%
LARCENY -PURSESNATCHING		1	1	0%
LARCENY -THEFT FROM BUILDING	3	31	49	-36.7%
LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE		2		-
LARCENY -THEFT FROM MOTOR VEHICLE	16	86	67	28.4%
LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES		14	13	7.7%
MOTOR VEHICLE, AS STOLEN PROPERTY		4	13	-69.2%
MOTOR VEHICLE FRAUD			1	-100.0%
MOTOR VEHICLE THEFT	8	56	84	-33.3%
MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)		1		-
NARCOTIC EQUIPMENT VIOLATIONS		11	6	83.3%
NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)			2	-100.0%
NONAGGRAVATED ASSAULT	23	173	181	-4.4%
NON-FATAL SHOOTING		1		-

CFS Summary

Reporting Period: July

OBSCENITY			2	-100.0%
ORGANIZED RETAIL FRAUD		1		-
RETAIL FRAUD -MISREPRESENTATION	1	1		-
RETAIL FRAUD -THEFT	11	43	31	38.7%
ROBBERY	1	9	16	-43.8%
SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE		5	7	-28.6%
SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE		7	6	16.7%
SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE		1		-
SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	1	3		-
SEXUAL PENETRATION ORAL/ANAL -CSC IST DEGREE		1	1	0%
SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	1	3	6	-50.0%
SEXUAL PENETRATION PENIS/VAGINA -CSC IST DEGREE		7	12	-41.7%
STOLEN PROPERTY	1	4	24	-83.3%
VIOLATION OF CONTROLLED SUBSTANCE ACT	3	30	35	-14.3%
WEAPONS OFFENSE- CONCEALED	6	21	37	-43.2%
WEAPONS OFFENSE -EXPLOSIVES	1	1		-
WEAPONS OFFENSE -OTHER		6	12	-50.0%
Sum:	**154**	**967**	**1,230**	**-18.30%**

Classification	Month 2026	2026 YTD	2025 YTD	% Change
BURGLARY - UNLAWFUL ENTRY (NO INTENT)		3	5	-40.0%
DISORDERLY CONDUCT	2	11	5	120.0%
ESCAPE/FLIGHT		1	1	0%
FAMILY -ABUSE/NEGLECT NONVIOLENT		5	34	-85.3%
FAMILY -OTHER		1		-
FRAUD -BAD CHECKS		1	5	-80.0%
HEALTH AND SAFETY		14	11	27.3%
HIT and RUN MOTOR VEHICLE ACCIDENT		2		-
INVASION OF PRIVACY -OTHER		2		-
JUVENILE RUNAWAY	5	34	27	25.9%
LIQUOR VIOLATIONS -OTHER		3	4	-25.0%
MISCELLANEOUS CRIMINAL OFFENSE	1	12	19	-36.8%
OBSTRUCTING JUSTICE	10	63	104	-39.4%
OBSTRUCTING POLICE	12	53	86	-38.4%

CFS Summary

Reporting Period: July

OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	9	42	49	-14.3%
POSSESSION OF BURGLARY TOOLS		1		-
PUBLIC PEACE -OTHER		1	7	-85.7%
SEX OFFENSE -OTHER		2	2	0%
SMUGGLING		2		-
TRESPASS		4	11	-63.6%
VAGRANCY			1	-100.0%
Sum:	**39**	**257**	**371**	**-25.00%**

Classification	Month 2026	2026 YTD	2025 YTD	% Change
ALARMS	115	672	717	-6.3%
ANIMAL COMPLAINTS	79	512	510	0.4%
JUVENILE OFFENSES AND COMPLAINTS	37	177	182	-2.7%
MISCELLANEOUS COMPLAINTS	799	4,832	5,193	-7.0%
MISCELLANEOUS TRAFFIC COMPLAINTS	706	4,256	3,506	21.4%
NON - CRIMINAL COMPLAINTS	989	6,227	6,051	2.9%
SICK / INJURY COMPLAINT	208	1,204	1,159	3.9%
TRAFFIC CRASHES	100	684	624	9.6%
TRAFFIC OFFENSES	18	107	112	-4.5%
WARRANTS	18	124	163	-23.9%
WATERCRAFT COMPLAINTS / ACCIDENTS	1	6	4	50.0%
Sum:	**3,070**	**18,801**	**18,221**	**3.43%**

Classification	Month 2026	2026 YTD	2025 YTD	% Change
HAZARDOUS TRAFFIC CITATIONS / WARNINGS		6	4	50.0%
LICENSE / TITLE / REGISTRATION CITATIONS	1	7	1	600.0%
MISCELLANEOUS A THROUGH UUUU	13	110	187	-41.2%
NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	2	1	100.0%
PARKING CITATIONS	1	3	4	-25.0%
TRAFFIC WARNINGS		2		-
Sum:	**16**	**130**	**197**	**-34.52%**

Classification	Month 2026	2026 YTD	2025 YTD	% Change
18A STATE CODE FIRE CLASSIFICATIONS		1	1	0%

CFS Summary

Reporting Period: July

FIRE CLASSIFICATIONS		1		-
Sum:		**2**	**1**	**100.00%**

Classification	Month 2026	2026 YTD	2025 YTD	% Change
CANINE ACTIVITIES	3	15	49	-69.4%
COURT / WARRANT ACTIVITIES		5	44	-88.6%
CRIME PREVENTION ACTIVITIES	12	48	48	0%
INVESTIGATIVE ACTIVITIES	136	774	768	0.8%
MISCELLANEOUS ACTIVITIES (6000)	91	484	496	-2.4%
MISCELLANEOUS ACTIVITIES (6100)	100	606	633	-4.3%
Sum:	**342**	**1,932**	**2,038**	**-5.20%**

CCW Report

Reporting Period: July

Incident Number	Report Date	Offense	Case Status Disposition
260049929	07/06/26	CCW-Concealed Weapons - Carrying Concealed	Warrant Issued
260050061	07/07/26	Weapons-Firearms-Ammunition-Possession by Prohibited Person	Pending Labs
260050340	07/08/26	CCW-Concealed Weapons - Carrying Concealed	Lack of Leads/Elements
260051805	07/12/26	CCW-Concealed Weapons - Carrying Concealed	Warrant Issued
260051805	07/12/26	Concealed Weapons - Firearm in Auto (CCW)	Warrant Issued
260051805	07/12/26	Weapons-Firearms-Ammunition-Possession by Prohibited Person	Warrant Issued
260052975	07/17/26	Concealed Weapons - Firearm in Auto (CCW)	Denial
260052975	07/17/26	Weapons-Firearms-Ammunition-Possession by Prohibited Person	Denial
260053691	07/19/26	Weapons-Firearms-Ammunition-Possession by Prohibited Person	Warrant Issued

Out of Area Report

Reporting Period: July

SUMMARY	
Reporting Area	**Duration in Minutes**
ANN ARBOR CITY	5
ANN ARBOR TWP	57
AUGUSTA TWP	281
MACARTHUR BLVD CONTRACT	742
PITTSFIELD TOWNSHIP	53
ST JOSEPH HOSPITAL	37
SUPERIOR TWP	699
YPSILANTI CITY	999
Sum:	**2,873**

ANN ARBOR CITY

Incident #	Patrol Area Desc	Activity Category	Offense	Location	Start Date	Minutes
260053230	YPSILANTI TWP	DISPATCHED CALLS	Assist Citizen	3500 BLOCK WASHTENAW AVE	07/17/2026 22:30:00	5
					Sum:	**5**

ANN ARBOR TWP

Incident #	Patrol Area Desc	Activity Category	Offense	Location	Start Date	Minutes
260048223	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Shots Fired - Careless Use of Firearm - WD	300 BLOCK VILLAGE GREEN BLVD	07/02/2026 00:50:00	10
260049750	YPSILANTI TWP	DISPATCHED CALLS	K-9 Narcotics Detection - WD	2200 BLOCK HOGBACK RD	07/06/2026 02:46:00	47
					Sum:	**57**

Out of Area Report

Reporting Period: July

AUGUSTA TWP

Incident #	Patrol Area Desc	Activity Category	Offense	Location	Start Date	Minutes
260053264	YPSILANTI TWP	BACKUP DISPATCHED CALLS	MSP Calls - WD	6000 BLOCK JUDD RD	07/18/2026 02:00:00	110
260053264	YPSILANTI TWP	BACKUP DISPATCHED CALLS	MSP Calls - WD	6000 BLOCK JUDD RD	07/18/2026 02:02:00	171
					Sum:	**281**

MACARTHUR BLVD CONTRACT

Incident #	Patrol Area Desc	Activity Category	Offense	Location	Start Date	Minutes
260049496	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Noise Complaint - WD	9100 BLOCK MACARTHUR BLVD	07/05/2026 03:30:00	50
260049496	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Noise Complaint - WD	9100 BLOCK MACARTHUR BLVD	07/05/2026 03:31:00	50
260049498	YPSILANTI TWP	TRAFFIC STOP	Concealed Weapons - Firearm in Auto (CCW)	9100 BLOCK MACARTHUR BLVD	07/05/2026 04:15:00	35
260049508	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Fireworks Complaints - No Report - WD	LONG STRIP - BLVD	07/05/2026 04:39:00	20
260051318	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Traffic Flee / Eluding	9400 BLOCK MACARTHUR BLVD	07/11/2026 00:25:00	15
260051318	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Traffic Flee / Eluding	9400 BLOCK MACARTHUR BLVD	07/11/2026 00:26:00	6
260051337	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Family Trouble	1200 BLOCK STAMFORD RD	07/11/2026 02:42:00	23
260051779	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Reckless Driving	9400 BLOCK MACARTHUR BLVD	07/12/2026 16:50:00	100
260051779	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Reckless Driving	9400 BLOCK MACARTHUR BLVD	07/12/2026 17:01:00	35
260051779	YPSILANTI TWP	BACK-UP TRAFFIC STOP	Reckless Driving	9400 BLOCK MACARTHUR BLVD	07/12/2026 17:10:00	20

Out of Area Report

Reporting Period: July

260053028	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Agg/Fel Assault - Non-Family - Other Weapon	1200 BLOCK STAMFORD CT	07/17/2026 10:37:00	66
260053223	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Damage to Property - Private Property - MDOP	1200 BLOCK STAMFORD CT	07/17/2026 22:08:00	13
260053223	YPSILANTI TWP	DISPATCHED CALLS	Damage to Property - Private Property - MDOP	1200 BLOCK STAMFORD CT	07/17/2026 22:20:00	4
260053914	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Neighborhood Trouble	9300 BLOCK MACARTHUR BLVD	07/20/2026 16:40:00	14
260053914	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Neighborhood Trouble	9300 BLOCK MACARTHUR BLVD	07/20/2026 16:40:00	15
260053914	YPSILANTI TWP	DISPATCHED CALLS	Neighborhood Trouble	9300 BLOCK MACARTHUR BLVD	07/20/2026 16:40:00	20
260055802	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Fatal Traffic Crash	8600 BLOCK MACARTHUR BLVD	07/26/2026 18:15:00	102
260056339	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Disorderly Person/ Condition - WD	9100 BLOCK MACARTHUR BLVD	07/28/2026 16:40:00	10
260056339	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Disorderly Person/ Condition - WD	9100 BLOCK MACARTHUR BLVD	07/28/2026 16:41:00	11
260057132	YPSILANTI TWP	BACKUP DISPATCHED CALLS	B&E - Burglary - No Forced Entry - Residence- Home Invasion	9400 BLOCK MACARTHUR BLVD	07/31/2026 11:20:00	30
260057132	YPSILANTI TWP	BACKUP DISPATCHED CALLS	B&E - Burglary - No Forced Entry - Residence- Home Invasion	9400 BLOCK MACARTHUR BLVD	07/31/2026 11:35:00	20
					Sum:	**659**

PITTSFIELD TOWNSHIP

Incident #	Patrol Area Desc	Activity Category	Offense	Location	Start Date	Minutes
260048500	YPSILANTI TWP	DISPATCHED CALLS	Assist Other Law Enforcement Agency	3700 BLOCK CARPENTER RD	07/02/2026 21:38:00	13
260052717	YPSILANTI TWP	DISPATCHED CALLS	Assist Other Law Enforcement Agency	CARPENTER RD/CENTER VALLEY DR	07/16/2026 03:20:00	40
					Sum:	**53**

Out of Area Report

Reporting Period: July

ST JOSEPH HOSPITAL

Incident #	Patrol Area Desc	Activity Category	Offense	Location	Start Date	Minutes
	YPSILANTI TWP	FOLLOW-UP		ST JOE	07/19/2026 05:38:00	37
					Sum:	**37**

SUPERIOR TWP

Incident #	Patrol Area Desc	Activity Category	Offense	Location	Start Date	Minutes
260049013	YPSILANTI TWP	BACK-UP TRAFFIC STOP	Traffic Complaint / Traffic Miscellaneous A Complaint	OXFORD CT/ NOTTINGHAM DR	07/03/2026 22:00:00	5
260049496	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Noise Complaint - WD	9100 BLOCK MACARTHUR BLVD	07/05/2026 03:30:00	30
260049508	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Fireworks Complaints - No Report - WD	LONG STRIP - BLVD	07/05/2026 04:40:00	20
260049509	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Disorderly Person/ Condition - WD	1700 BLOCK KNOLLWOOD BND	07/05/2026 05:00:00	35
260049510	YPSILANTI TWP	TRAFFIC STOP	Traffic Complaint / Traffic Miscellaneous A Complaint	N HARRIS RD/ MACARTHUR BLVD	07/05/2026 04:45:00	30
260049901	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Assist Medical	1200 BLOCK STAMFORD CT	07/06/2026 15:13:00	5
260049901	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Assist Medical	1200 BLOCK STAMFORD CT	07/06/2026 15:15:00	25
260050118	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Family Trouble	1700 BLOCK KNOLLWOOD BND	07/07/2026 09:30:00	26
260051021	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Adult Suicide	1500 BLOCK RIDGE RD	07/09/2026 22:50:00	55
260051021	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Adult Suicide	1500 BLOCK RIDGE RD	07/09/2026 22:50:00	160
260051021	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Adult Suicide	1500 BLOCK RIDGE RD	07/09/2026 22:54:00	64

Out of Area Report

Reporting Period: July

260051021	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Adult Suicide	1500 BLOCK RIDGE RD	07/09/2026 22:56:00	33
260051021	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Adult Suicide	1500 BLOCK RIDGE RD	07/09/2026 23:25:00	12
260051779	YPSILANTI TWP	BACK-UP TRAFFIC STOP	Reckless Driving	9400 BLOCK MACARTHUR BLVD	07/12/2026 16:45:00	15
260051911	YPSILANTI TWP	DISPATCHED CALLS	Subpoena Service - WD	1500 BLOCK RIDGE RD	07/13/2026 08:58:00	34
260052937	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Civil Matter - Other	1900 BLOCK WHITE OAK LN	07/16/2026 22:50:00	20
260053012	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Suspicious Circumstances	MACARTHUR BLVD/ STAMFORD RD	07/17/2026 09:23:00	8
260053028	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Agg/Fel Assault - Non-Family - Other Weapon	1200 BLOCK STAMFORD CT	07/17/2026 10:37:00	66
260053914	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Neighborhood Trouble	9300 BLOCK MACARTHUR BLVD	07/20/2026 16:40:00	14
260056820	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Suspicious Circumstances	NOTTINGHAM DR/ BRISTOL CT	07/30/2026 09:45:00	15
260057132	YPSILANTI TWP	BACKUP DISPATCHED CALLS	B&E - Burglary - No Forced Entry - Residence- Home Invasion	9400 BLOCK MACARTHUR BLVD	07/31/2026 11:26:00	27
					Sum:	**699**

YPSILANTI CITY

Incident #	Patrol Area Desc	Activity Category	Offense	Location	Start Date	Minutes
260048232	YPSILANTI TWP	TRAFFIC STOP	Traffic Complaint / Traffic Miscellaneous A Complaint	WASHTENAW AVE/ANNA AVE	07/02/2026 01:46:00	34
260048237	YPSILANTI TWP	BACK-UP TRAFFIC STOP	Traffic Complaint / Traffic Miscellaneous A Complaint	S GROVE ST/ TYLER RD	07/02/2026 02:22:00	5
260048308	YPSILANTI TWP	TRAFFIC STOP	Traffic Complaint / Traffic Miscellaneous A Complaint	N HURON ST/ EMMET ST	07/02/2026 10:11:00	7

Out of Area Report

Reporting Period: July

260048546	YPSILANTI TWP	TRAFFIC STOP	Traffic Complaint / Traffic Miscellaneous A Complaint	N HURON RIVER DR/ CORNELL RD	07/02/2026 23:47:00	9
260048575	YPSILANTI TWP	BACK-UP TRAFFIC STOP	Assist Other Law Enforcement Agency	W MICHIGAN AVE/N CONGRESS ST	07/03/2026 01:24:00	18
260049275	YPSILANTI TWP	DISPATCHED CALLS	Mental Health Call	400 BLOCK ALLSTON CT	07/04/2026 14:15:00	25
260049765	YPSILANTI TWP	TRAFFIC STOP	Traffic Complaint / Traffic Miscellaneous A Complaint	E MICHIGAN AVE/N PROSPECT ST	07/06/2026 05:42:00	6
260049787	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Follow Up - WD	S WASHINGTO N ST/ HARRIET ST	07/06/2026 08:30:00	110
260049852	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Disorderly Person/ Condition - WD	HARRIET ST/ S HURON ST	07/06/2026 12:50:00	10
260049852	YPSILANTI TWP	DISPATCHED CALLS	Disorderly Person/ Condition - WD	HARRIET ST/ S HURON ST	07/06/2026 12:45:00	15
260049977	YPSILANTI TWP	DISPATCHED CALLS	Assist Other Law Enforcement Agency	800 BLOCK W CLARK RD	07/06/2026 20:10:00	15
260050061	YPSILANTI TWP	TRAFFIC STOP	Operating Under the Influence of Alcohol / Liquor OWI	CORNELL RD/N HURON RIVER DR	07/07/2026 01:55:00	184
260050094	YPSILANTI TWP	DISPATCHED CALLS	Assist Citizen	SPRING ST/S HURON ST	07/07/2026 07:13:00	9
260050298	YPSILANTI TWP	BACKUP DISPATCHED CALLS	All Other Traffic Crashes	WB I94/W MICHIGAN AVE	07/07/2026 20:50:00	25
260050610	YPSILANTI TWP	TRAFFIC STOP	Traffic Complaint / Traffic Miscellaneous A Complaint	S ADAMS ST/ WOODWARD ST	07/08/2026 19:02:00	8
260050616	YPSILANTI TWP	TRAFFIC STOP	Traffic Complaint / Traffic Miscellaneous A Complaint	S HURON ST/ EB I94	07/08/2026 19:25:00	14
260051309	YPSILANTI TWP	CITATIONS	Traffic Complaint / Traffic Miscellaneous A Complaint	UPON N Prospect and AT/NEAR Cross	07/10/2026 23:47:00	3

Out of Area Report

Reporting Period: July

260051309	YPSILANTI TWP	TRAFFIC STOP	Traffic Complaint / Traffic Miscellaneous A Complaint	N PROSPECT ST/E CROSS ST	07/10/2026 23:42:00	11
260051860	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Suspicious Circumstances	MILDRED ST/ ECORSE RD	07/12/2026 23:35:00	14
260051877	YPSILANTI TWP	BACK-UP TRAFFIC STOP	Traffic Complaint / Traffic Miscellaneous A Complaint	WASHTENAW AVE/ ROSEDALE RD	07/13/2026 03:33:00	7
260052235	YPSILANTI TWP	DISPATCHED CALLS	CRU Response - WD	400 BLOCK BURTON CT	07/14/2026 12:32:00	75
260052936	YPSILANTI TWP	DISPATCHED CALLS	Bicycle - Personal Injury Traffic Crash	1800 BLOCK WASHTENAW AVE	07/16/2026 22:35:00	40
260052938	YPSILANTI TWP	TRAFFIC STOP	Traffic Complaint / Traffic Miscellaneous A Complaint	N PROSPECT ST/GORDON AVE	07/16/2026 22:45:00	5
260052951	YPSILANTI TWP	TRAFFIC STOP	Traffic Complaint / Traffic Miscellaneous A Complaint	E MICHIGAN AVE/N PARK ST	07/17/2026 00:05:00	5
260053117	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Disorderly Conduct	BELL ST/ CASLER ST	07/17/2026 15:40:00	20
260053278	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Assist Other Law Enforcement Agency	600 BLOCK E MICHIGAN AVE	07/18/2026 05:59:00	5
260053475	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Assist Other Law Enforcement Agency	W CROSS ST/ COLLEGE PL	07/18/2026 21:50:00	34
260053553	YPSILANTI TWP	BACK-UP TRAFFIC STOP	Resisting Officer	E FOREST AVE/ STANLEY ST	07/19/2026 04:45:00	105
260053559	YPSILANTI TWP	DISPATCHED CALLS	Misdemeanor Arrest Warrant - Other Jurisdiction	E FOREST AVE/ STANLEY ST	07/19/2026 06:30:00	5
260053727	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Assist Other Law Enforcement Agency	HARRIET ST/ S WASHINGTON ST	07/20/2026 00:03:00	1
260054126	YPSILANTI TWP	DISPATCHED CALLS	Follow Up - WD	1100 BLOCK S HARRIS RD	07/21/2026 11:45:00	10
260054437	YPSILANTI TWP	BACKUP DISPATCHED CALLS	CRU Response - WD	300 BLOCK JARVIS ST	07/22/2026 11:49:00	6

Out of Area Report

Reporting Period: July

260054783	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Miscellaneous All Other	NORRIS ST/ OAK ST	07/23/2026 13:05:00	40
260054811	YPSILANTI TWP	BACKUP DISPATCHED CALLS	CRU Response - WD	300 BLOCK JARVIS ST	07/23/2026 13:50:00	10
260055089	YPSILANTI TWP	TRAFFIC STOP	Traffic Complaint / Traffic Miscellaneous A Complaint	N HAMILTON ST/ WASHTENAW AVE	07/24/2026 12:45:00	5
260055485	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Assist Other Law Enforcement Agency	200 BLOCK PEARL ST	07/25/2026 17:10:00	10
260056161	YPSILANTI TWP	CITATIONS	Traffic Complaint / Traffic Miscellaneous A Complaint	UPON HAMILITON and AT/NEAR MADISON	07/28/2026 06:21:00	7
260056161	YPSILANTI TWP	CITATIONS	Traffic Complaint / Traffic Miscellaneous A Complaint	UPON HAMILITON and AT/NEAR MADISON	07/28/2026 06:30:00	2
260056161	YPSILANTI TWP	TRAFFIC STOP	Traffic Complaint / Traffic Miscellaneous A Complaint	S HURON ST/ WB I94	07/28/2026 06:14:00	26
260056758	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Welfare Check	E MICHIGAN AVE/N RIVER ST	07/30/2026 02:59:00	14
260056906	YPSILANTI TWP	BACK-UP TRAFFIC STOP	Traffic Complaint / Traffic Miscellaneous A Complaint	MILES ST/ GARLAND ST	07/30/2026 14:20:00	20
260056906	YPSILANTI TWP	TRAFFIC STOP	Traffic Complaint / Traffic Miscellaneous A Complaint	MILES ST/ GARLAND ST	07/30/2026 14:15:00	25
					Sum:	**999**

Into Area Report

Reporting Period: July

SUMMARY	
Patrol Area Desc	**Duration in Minutes**
ANN ARBOR-SUPERIOR TWP COLLABORATION	1,257
YORK TWP	145
Sum:	**1,402**

ANN ARBOR-SUPERIOR TWP COLLABORATION

Incident #	Reporting Area	Activity Category	Offense	Location	Start Date	Minutes
260047977	YPSILANTI TWP	TRAFFIC STOP	Traffic Complaint / Traffic Miscellaneous A Complaint	E MICHIGAN AVE/ECORSE RD	07/01/2026 09:49:00	11
260047980	YPSILANTI TWP	K9 DETAIL	K-9 Narcotics Detection - WD	E MICHIGAN AVE/N PROSPECT ST	07/01/2026 09:49:00	11
260049421	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Agg/Fel Assault - Family - Other Weapon-Domestic	500 BLOCK BELMONT DR	07/04/2026 22:47:00	21
260049421	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Agg/Fel Assault - Family - Other Weapon-Domestic	500 BLOCK BELMONT DR	07/04/2026 22:50:00	18
260049421	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Agg/Fel Assault - Family - Other Weapon-Domestic	500 BLOCK BELMONT DR	07/04/2026 22:50:00	35
260049984	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Follow Up - WD	1200 BLOCK CRESTWOOD AVE	07/06/2026 20:51:00	33
260050078	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Resisting Officer	2900 BLOCK W CLARK RD	07/07/2026 03:35:00	55
260052391	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Disorderly Person/ Condition - WD	1300 BLOCK HOLMES RD	07/14/2026 21:25:00	10
260052437	YPSILANTI TWP	BACK-UP TRAFFIC STOP	Traffic Complaint / Traffic Miscellaneous A Complaint	HOLMES RD/ HUNTER AVE	07/15/2026 02:00:00	20
260052936	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Bicycle - Personal Injury Traffic Crash	1800 BLOCK WASHTENAW AVE	07/16/2026 22:39:00	31
260052978	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Damage to Property - Private Property - MDOP	500 BLOCK E GRAND BLVD	07/17/2026 04:10:00	75

Into Area Report

Reporting Period: July

260053280	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Follow Up - WD	1600 BLOCK HOLMES RD	07/18/2026 06:50:00	55
260053385	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Agg/Fel Assault - Family - Other Weapon-Domestic	1200 BLOCK MEDFORD DR	07/18/2026 15:00:00	35
260053385	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Agg/Fel Assault - Family - Other Weapon-Domestic	1200 BLOCK MEDFORD DR	07/18/2026 15:05:00	30
260053493	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Welfare Check	RIDGE RD/ MONTROSE AVE	07/18/2026 22:33:00	11
260053553	YPSILANTI TWP	BACK-UP TRAFFIC STOP	Resisting Officer	E FOREST AVE/ STANLEY ST	07/19/2026 04:40:00	30
260053553	YPSILANTI TWP	BACK-UP TRAFFIC STOP	Resisting Officer	E FOREST AVE/ STANLEY ST	07/19/2026 04:49:00	20
260053691	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Agg/Fel Assault - Murder Attempt	RUE DEAUVILLE BLVD/HOLMES RD	07/19/2026 19:55:00	125
260053691	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Agg/Fel Assault - Murder Attempt	RUE DEAUVILLE BLVD/HOLMES RD	07/19/2026 20:00:00	105
260053708	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Family Trouble	1600 BLOCK CONWAY AVE	07/19/2026 21:45:00	10
260054859	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Kidnap Adult	TEXTILE RD/S HURON RIVER DR	07/23/2026 16:00:00	30
260054859	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Kidnap Adult	TEXTILE RD/S HURON RIVER DR	07/23/2026 16:10:00	50
260054859	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Kidnap Adult	TEXTILE RD/S HURON RIVER DR	07/23/2026 16:13:00	33
260055068	YPSILANTI TWP	BACK-UP TRAFFIC STOP	Traffic Complaint / Traffic Miscellaneous A Complaint	ECORSE RD/ HAYES ST	07/24/2026 11:04:00	36
260055090	YPSILANTI TWP	BACK-UP TRAFFIC STOP	Drugs (Other)	ECORSE RD/ WHARTON ST	07/24/2026 12:46:00	29
260055124	YPSILANTI TWP	DISPATCHED CALLS	K-9 Narcotics Detection - WD	ECORSE RD/ WHARTON ST	07/24/2026 14:19:00	0
260055326	YPSILANTI TWP	DISPATCHED CALLS	Misdemeanor Arrest Warrant (Originating Agency)	1300 BLOCK E MICHIGAN AVE	07/25/2026 01:30:00	35

260056423	YPSILANTI TWP	TRAFFIC STOP	Traffic Complaint / Traffic Miscellaneous A Complaint	E FOREST AVE/ BAGLEY AVE	07/29/2026 00:30:00	10
260056433	YPSILANTI TWP	DISPATCHED CALLS	Disorderly Person/ Condition - WD	100 BLOCK JAMES L HART PKWY	07/29/2026 02:45:00	5
260056738	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Agg/Fel Assault - Non-Family - Other Weapon	1100 BLOCK E CROSS ST	07/30/2026 00:29:00	18
260056738	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Agg/Fel Assault - Non-Family - Other Weapon	1100 BLOCK E CROSS ST	07/30/2026 00:30:00	10
260056738	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Agg/Fel Assault - Non-Family - Other Weapon	1100 BLOCK E CROSS ST	07/30/2026 00:30:00	30
	YPSILANTI TWP	BACKUP DISPATCHED CALLS		1300 BLOCK HAWTHORNE AVE	07/05/2026 20:01:00	33
	YPSILANTI TWP	BACK-UP TRAFFIC STOP		CAT DETAIL	07/24/2026 12:24:00	22
	YPSILANTI TWP	BRIEFING/ SHIFT BRIEFING		STATION SIX	07/12/2026 08:00:00	40
					Sum:	**1,122**

YORK TWP

Incident #	Reporting Area	Activity Category	Offense	Location	Start Date	Minutes
260048139	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Attempt Suicide Adult	5500 BLOCK STONY CREEK RD	07/01/2026 19:03:00	16
260049421	YPSILANTI TWP	BACKUP DISPATCHED CALLS	Agg/Fel Assault - Family - Other Weapon-Domestic	500 BLOCK BELMONT DR	07/04/2026 22:45:00	35
260055556	YPSILANTI TWP	K9 DETAIL	Traffic Complaint / Traffic Miscellaneous A Complaint	GROVE RD/ MCCARTNEY AVE	07/25/2026 21:04:00	9
260055841	YPSILANTI TWP	DISPATCHED CALLS	Disorderly Conduct	300 BLOCK FIRWOOD ST	07/26/2026 21:45:00	40
	YPSILANTI TWP	FOLLOW-UP		7100 BLOCK DEER TRACK	07/22/2026 20:45:00	45
					Sum:	**145**

Into Area Report

Reporting Period: July

Violations

Reporting Period: July

Violation Description	Violation Count
CARELESS DRIVING	2
CCW-CONCEALED PISTOL; FAIL TO DISCLOSE TO OFFICER 1ST OFF.	1
CURFEW - PARENTAL RESPONSIBILITY	2
DISOBEYED STOP SIGN	3
DISOBEYED TRAFFIC SIGNAL	2
DROVE UNREGISTERED VEHICLE	1
DROVE WHILE UNLICENSED/WITHOUT OBTAINING LICENSE WITHIN 3 YRS	1
DROVE WITH NO LICENSE / NEVER ACQUIRED	1
DRUG PARAPHERNALIA	1
DWLS - DROVE WHILE LICENSE SUSP/REV/DENIED	8
EXPIRED PLATE	16
FAILED TO STOP WITHIN ASSURED CLEAR DISTANCE	3
FAILED TO YIELD	1
HANDICAP PARKING	1
ILLEGAL USE OF FIREWORKS	3
IMPEDED TRAFFIC	1
IMPROPER DISPLAY OF PLATE CIVIL INFRACTION	2
IMPROPER LANE USE	1
IMPROPER LICENSE PLATE	1
IMPROPER PASSING	2
IMPROPER TURN	1
LIMITED ACCESS SPEEDING 06-10 OVER	1
LOUD OR UNREASONABLE NOISE (BOOM BOX)	1
NO OPS ON PERSON	1
NO OPS ON PERSON / FAIL TO DISPLAY LICENSE	1
NO PASSING ZONE / DOUBLE YELLOW LINES	1
NO PROOF OF INSURANCE	6
NO PROOF OF REGISTRATION	1
OBSTRUCTED VISION OR CONTROL	1
OPERATE WITHOUT SECURITY (NO INSURANCE)	3
OPERATING WHILE HOLDING OR USING A MOBILE ELECTRONIC DEVICE	4
PARKING VIOLATIONS	2

Violations

Reporting Period: July

PROHIBITED PARKING COMMERCIAL VEHICLE	1
PROHIBITED TURN	2
SPEEDING 01-05 OVER	82
SPEEDING 06-10 OVER	7
SPEEDING 11-15 OVER	8
SPEEDING 16-20 OVER	2
SPEEDING 21-25 OVER	1
SPEEDING 26-30 OVER	1
VIOLATION OF CHILD RESTRAINT LAW	1
VIOLATION OF SAFETY BELT LAW-DRIVER	1
VISION OBS / WINDOW TINT	3
Sum:	**185**

Traffic Stops

Reporting Period: July

TS Reason For Contact	Activities Count
Alcohol/Drugs	2
Assist	1
Belt/Restraint	1
Crime BOL	3
Equipment Vio	96
Other	26
Speed	311
Traffic Vio.	193
	633

Explanation of Data

CCW REPORT:
This report lists all incidents verified as carrying a concealed weapon violation that occurred within the area during the reporting period.

OUT OF AREA REPORT:
This report details the amount of time (in minutes) that deputies assigned to the contract area (patrol area) spend outside of that area, along with the reasons for being out of area. If the contract area is part of a collaboration, it is not possible to separate the data for each individual area within the collaboration in this report.

INTO AREA REPORT:
This report details the amount of time (in minutes) that deputies not assigned to the contract area spend in that area, along with the reasons for their presence. If the contract area is part of a collaboration, this report separates the data by each area within the collaboration.

VIOLATIONS:
This report lists all violations that occurred during the reporting period. A single citation may include multiple violations. The “sum” value represents the number of citations, not the total number of violations.

TRAFFIC STOPS:
This report is generated from deputies’ activity logs, which document each traffic stop and the associated reason. The numbers in this report may differ from those on the “Police Service Data Report” page, as that report reflects only verified offenses.

WASHTENAW COUNTY
OFFICE OF THE SHERIFF

EST. 1823

ALYSHIA M. DYER, SHERIFF

EXECUTIVE SUMMARY

Distribution Date: 8/10/26

July **2026**

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

During July 2026, there were 3,563 calls for service in Ypsilanti Twp. This is a 1.7 % increase compared to the previous year.

Please refer to the *Monthly Data Report* for the complete overview of Police Services data for the month.

SIGNIFICANT INCIDENTS:

Below are the incidents WCSO deemed significant for your area. If you require additional information on a specific incident, please contact your area Lieutenant.

INCIDENT #	DATE	VERIFIED OFEENSE
26-51805	7/12/26	AWIM
26-53691	7/19/26	AWIM
26-54573	7/22/26	Accidental Shooting

2201 HOGBACK ROAD ◆ ANN ARBOR, MICHIGAN 48105-9732 ◆ OFFICE (734) 971-8400 ◆ FAX (734) 973-4624 ◆ EMAIL SHERIFFINFO@WASHTENAW.ORG

WASHTENAW COUNTY
OFFICE OF THE SHERIFF

EST. 1823

ALYSHIA M. DYER, SHERIFF

EXECUTIVE SUMMARY

Distribution Date: 8/10/26

July **2026**

COMMUNITY DIRECTED ENFORCEMENT

DATE	LOCATION	COMPLAINT	INITIATIVES
7/11	Coolidge/McGregor	Illegal Dumping	Assigned to Patrol
7/18	Grove Rd	Parking in Bike Lane	Assigned to Patrol
7/18	Ecorse Rd	Mini Bike Complain	Assigned to Patrol
7/20	Ridge Rd	Speeding	Assigned to Patrol
7/28	Huron Meadows	Noise/Disorderly	Assigned to Patrol

STAFFING

34 / 35 Deputies (Billable for 27.5)

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WASHTENAW COUNTY
OFFICE OF THE SHERIFF

EST. 1823

ALYSHIA M. DYER, SHERIFF

EXECUTIVE SUMMARY

Distribution Date: 8/10/26

July **2026**

WASHTENAW ALERT (EVERBRIDGE)

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

HOUSE WATCH

If you plan on being gone for a period of time sign your house up for house checks. The house watch form can be found at:

https://www.washtenaw.org/1743/House-Watch

NEW FACES

The Sheriff's Office is hiring! We continue to hire highly qualified, motivated, and diverse people that are committed to pursuing our mission: "Together, we are committed to creating a safer, more just, and compassionate Washtenaw County for all".

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

PUBLIC DASHBOARD

Check out our Data & Information Dashboard!
https://www.washtenaw.org/3915/Sheriff-Data-Information-Dashboard

COMMONLY USED ABBREVIATIONS

AWIM: Assault with Intent to Murder

CCW: Carrying Concealed Weapon

CSC: Criminal Sexual Conduct

DV: Domestic Violence

OUID: Operating Under the Influence of Drugs

OWI: Operating While Intoxicated

R&O: Resisting & Obstructing

UDAA: Unlawfully Driving Away an Automobile

2201 HOGBACK ROAD ◆ ANN ARBOR, MICHIGAN 48105-9732 ◆ OFFICE (734) 971-8400 ◆ FAX (734) 973-4624 ◆ EMAIL SHERIFFINFO@WASHTENAW.ORG

Township Supervisor
Brenda L. Stumbo
Township Clerk
Debbie Swanson
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— WHERE YOUR FUTURE GROWS —

Trustees
Karen Lovejoy Roe
John Newman II
Gloria Peterson
LaResha Thornton

MEMORANDUM

To: Township Board of Trustees

From: Belinda Kingsley, Community Compliance Director

Date: August 10, 2026

Subject: OCS - Ordinance Summary Report – July 2026

The Office of Community Standards (OCS) encompasses the Building, Ordinance and Planning Departments. When fully staffed, Ordinance consists of a Director, Executive Coordinator, Ordinance Administrator and five (5) full-time Ordinance Officers. We are currently staffed with three (3) Ordinance Officers. Additionally, to support both Building and Ordinance there are three (3) administrative Clerks.

The Ordinance Department performs rental inspections on approximately 8,200 multi-family apartments in 77 complexes and 1,700 single-family homes, on a two-year cycle. Additionally, Ordinance investigates ordinance violation complaints, inspects vacant structures, performs liquor inspections, junkyard inspections and monitors buildings that have sustained fire damage.

Here is a summary of Ordinance Department activity conducted in July 2026:

Ordinance Investigations – There were a total of **514** inspections conducted, including **36** parking violations (lawn/street), **245** vegetation violations and **34** Zoning Ordinance violations. In addition to our most frequent violations of seasonal tall grass/weeds, parking issues, Ordinance also investigated complaints regarding:

- Vacant, Dilapidated or Abandoned Buildings
- Zoning Issues – Fences, Signs, Accessory Structures, Etc.
- Sidewalk Obstructions
- Accumulated Trash/Rubbish
- Blight/Graffiti
- Non-Operating Motor Vehicles
- Illegal/Nuisance Business
- Construction Without Permits

Rental Inspections – A total of **334** rental inspections were conducted by Ordinance Officers. This includes **133** single-family rental homes, **201** multi-family apartments, initial and reinspections.

Vacant Structures – There are currently **223** vacant structures that have been inspected and certified by Ordinance. On an annual basis each vacant structure has an internal and external inspection prior to being certified. This month a total of **5** inspections were performed. This includes **5** residential and **0** commercial properties.

Liquor Inspections – In mid-April we started the annual inspections and reinspections of business that sell alcohol. There were **14** inspections conducted at businesses licensed to sell liquor to ensure they are complying with state and local liquor laws. On-premises businesses (bars and restaurants) accounted for **4** inspections, and off-premises businesses (liquor and convenience stores and gas stations) totaled **10** inspections. On-premise inspections include an inspector from the Building, Fire and Ordinance Departments. The majority of these inspections are performed in the second quarter of the year.

Fire Damaged Property – There were **24** inspections performed to monitor the status of structures that have sustained fire damage. Ordinance monitors the removal of any blight caused by the fire and continues to monitor the repair/demolition progress until the property is restored.

Administrative Search Warrants – There were **0** ASWs issued by 14B District Court to gain access to inspect vacant properties, in situations where we have been unable to perform a routine inspection, with the goal of identifying violations that could impact public safety, property values and neighboring properties.

District Court Hearings – There were **8** formal and informal hearings attended at 14B District Court for citations issued for failure to correct violations identified.

Circuit Court Litigation – We have **5** current active litigation cases in Washtenaw County Circuit Court and **20** inactive cases that are being monitored for compliance following the entry of an Order.

Township Supervisor
Brenda L. Stumbo
Township Clerk
Debbie Swanson
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— HYDRO DAM OPERATIONS —

Trustees
John Newman II
Gloria Peterson
Karen Lovejoy Roe
LaResha Thornton

Date: August 3, 2026

To: **Clerk's Office**

CC: **Brenda Stumbo, Supervisor**

From: Michael Saranen, Operation Manager

Subject: Department Report (activities in July 2026)

Activities:

Ford Lake Dam (Hydro Station)

General Operation Summary:
The Hydro Station is operating safely and continues to get routine safety inspections and preventive maintenance. Operators had 3 call-in(s) for the month for water levels and equipment trouble.

Average precipitation for the month of is around 3.51", this year NOAA recorded it to be 2.56".

Regulatory Status:

For 2026-

- DSSMR- **Complete, Filed with FERC**
- Owners Dam Safety Program Review/Update – **Planning**
- EAP annual update and test –
- EAP First Responder Training – **Complete**
- WQ Report – **Equipment has been deployed, recording data.**
- Nuisance Plant Plan Report – **Started, surveys underway**
- Wildlife Plan Report –
- Historical Activity Report –
- Gate Certification –
- Security Review – **Started**
- FERC Security Inspection – TBD
- FERC Annual Dam Safety Inspection **– Complete**
- Annual DEQ Lake Operation Monitoring Report- **Complete, filed with FERC**
- Spillway Assessment Action Plan - **Filed, addressing comments by FERC, Ongoing**
- Public Safety Plan - **No Actions needed at this time**
- Fish & Sediment Analysis - **Not required until 2033**
- Shoreline Erosion Survey – **Not required until 2030**
- Emergency generator 4 year testing/maintenance – **planned 2029**
- EAP Tabletop and Functional Exercise – **2029**
- EAP Rewrite – **2030**
- Owners Dam Safety Audit - **2030**
- 2025 Part 12D Comprehensive Analysis – **Started, next step Risk Analysis (final report due March 2027)**

Current Projects:

Concrete Repairs- **Delayed**, approved by the Board to go out to bid. Construction was planned for summer 2023, however the cost came in doubled and the project is on hold until funding is available. Our DOE grant is moving forward; negotiations have not started but hopefully this summer/fall. Staff are working on documentation updates in plans for a construction project in 2027.

River Level Sensor

Premature failure of this sensor has caused negative impact to the operation and emergency actions. Staff are working with engineers to fix the problem. In February, a radar style sensor was installed in parallel to the existing system. This new technology seems promising to help reduce the on-going cost and better system reliability. The testing period for the new sensor was planned for 60 days; this has been extended due to a defect in the sensor.

DTE/ITC Power Line Rebuild- ITC is planning a rebuild of the transmission line along Bridge Road. Project is planned in 2027 will likely take a couple of months to complete. We don't know how this will impact Hydro's operations.

DTE Gas Line relocation- DTE has submitted plans to relocate the gas line attached to the bridge and dam. The project has easements now through North and South Hydro Parks. Construction was started in June 2026 and be completed in the fall.

Future Maintenance Items:

- **Shoreline Restoration**, Ford Lake Park
- **PMF Study for watershed** – on hold until Part 12 is complete
- **Protective Relay testing** – Due again 2031
- **Concrete repairs** – **On Hold, additional funding needed**
- **Windows/additional concrete repairs** (powerhouse and dam) - TBD
- **Sluice gate Repairs/Replacement**- Sluice Gate Stress Analysis was done 2024, the FERC has requested a detailed study of the spillway gates. This is a common industry request from FERC as they continuously look at safety involving dams. The inspections were completed, and the engineer has identified some items for consideration. Making a plan of action.

Operation Summary

2026	**June**	**YTD**	**5 Year Ave.**
Precipitation total (inches)[1]	2.56"	17.41"	33.024
Days Online	31.0	179.2	363.18
Net Generation MWH (estimated)	262.603	4,421.297	9,410.307
Generation MWH **lost** (estimated)*	89.637	1,402.458	377.3126

After Hour Call In for Current Month

Water levels	2	12	24
Mechanical/Electrical	1	2	4
Other	0	1	2
Totals	3	15	30

Recent Operation History	2021	2022	2023	2024	2025
Precipitation total (inches)[1]	40.0	26.37	36.65	34.76	27.34
Days Online	360.0	363.5	363.4	366.0	363.0
Generation MWH (estimated)	10,524.5	9,185.151	9,336.397	10,189.347	7,816.138
Generation MWH **lost** (estimated)*	423.2	362.5	216.076	545.578	339.20

After Hour Call In	2021	2022	2023	2024	2025
Water levels	33	36	22	20	11
Mechanical/Electrical	9	0	3	6	4
Other	0	4	2	1	4

[1] Preliminary totals from NOAA for Detroit

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

Water Quality Summary:

MOU with City of Ann Arbor

The Parties share a common interest in eliminating and preventing nuisance blue green algae blooms in Ford and Belleville Lakes, and they acknowledge that information about water quality and conditions in the lakes is important to advancing their common interest. THEREFORE, the Parties enter into this Memorandum of Understanding to memorialize their understanding as to their efforts to cooperate and work together to monitor, collect, and share water quality information regarding Ford and Belleville Lakes.

Work Plan

- for 2026, continue collecting data, follow updated discharge plan.

Current Activities

- The MOU team continues to have open discussions.
- Equipment is now collecting data.

Sluice Gate Usage Summary

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

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

Spilling days

2026	Days Spilled	Lost KWH*	Lost KW $*	2025 Lost KW $*
January	.2	0	0	0
February	.1	0	0	0
March	24.75	0	0	0
April	28.2	0	0	0
May	3.7	29,311	1,805	0
June	15.4	125,469	7,358	$6,856
July	16.3	89,637	4,796	$9,214
August				0
September				0
October				0
November				0
December				0
Totals	72.35	241,417	$13,959	$ 16,070

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

Sargent Charles Dam

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

In October 2023, the dam was inspected by the state. In their report the dam is in satisfactory condition, the report listed some maintenance recommendations to help maintain a safe dam. Staff are working on the follow-up actions.

APPROVAL OF AGENDA

Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE•YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK DEBBIE SWANSON • TREASURER STAN ELDRIDGE
TRUSTEES: • KAREN LOVEJOY ROE • JOHN P. NEWMAN II • GLORIA PETERSON • LARESHA THORNTON

REGULAR MEETING AGENDA
TUESDAY, August 18, 2026 at 6:00 P.M.

Board Meetings are audio recorded and posted on the website.

DETERMINATION OF QUORUM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. APPROVAL OF AGENDA

4. CONSENT AGENDA

    A. MINUTES OF JULY 21, 2026, REGULAR MEETING

    B. STATEMENTS AND CHECKS

        1. STATEMENTS AND CHECKS FOR AUGUST 04, 2026, IN THE AMOUNT OF $
        2. STATEMENTS AND CHECKS FOR AUGUST 18, 2026, IN THE AMOUNT OF $
        3. CLARITY HEALTH CARE DEDUCTIBLE ACH FOR JULY 2026, IN THE AMOUNT OF $
        4. CLARITY HEALTH CARE ADMIN FEE FOR JUNE 2026, IN THE AMOUNT OF $1,717.52

    C. TREASURER'S REPORTS – JUNE

5. ATTORNEY REPORT

    A. GENERAL LEGAL UPDATE

OLD BUSINESS

1. 2nd READING OF ORDINANCE 2026-515, AN ORDINANCE TO AMEND CHAPTER 62, ARTICLE IV, SECTION 62-76(a) OF THE CODE OF ORDINANCE, CHARTER TOWNSHIP OF YPSILANTI, TO ADJUST WATER SERVICE RATES

2. 2nd READING OF ORDINANCE 2026-516, AN ORDINANCE TO AMEND CHAPTER 62, ARTICLE IV, SECTION 62-77 OF THE CODE OF ORDINANCE, CHARTER TOWNSHIP OF YPSILANTI, TO ADJUST SEWER SERVICE RATES

NEW BUSINESS

1. APPROVE NEW PARTICIPATION AGREEMENT WITH 14-B COURT AND i3 VERTICALS, LLC AND PAY THE ONE-TIME LICENSING FEE OF FIFTEEN DOLLARS ($15.00), BUDGETED IN LINE #236-286-819.006

2. APPROVE MICHIGAN INDIGENT DEFENSE COUNSEL CONTRACTS WITH THE WASHTENAW COUNTY PUBLIC DEFENDER'S OFFICE FOR THE 2025-2026 AND 2026-2027 FISCAL YEARS THE AMOUNT OF $42, 677.90 PER FISCAL YEAR, BUDGETED IN LINE #101-287-801.007.

3. APPROVE NEW PARTICIPATION AGREEMENT WITH THE COURTS AND LAW ENFORCEMENT MANAGEMENT SYSTEM (CLEMIS) AUTHORITY AND ACCEPT THE QUOTE FOR THE 2026-2027 FISCAL YEAR IN THE AMOUNT OF $9,527.00, BUDGETED IN LINE # 236-286-819.006

4. APPROVE CHARTER TOWNSHIP OF YPSILANTI ROAD CLOSURES, PARADES, EVENTS, CELEBRATIONS, FESTIVALS POLICY

5. APPROVE ENTERING INTO NEGOTIATIONS TO SELL TOWNSHIP OWNED PROPERTY AT 1710 OUTER LANE DR, PARCEL # K-11-14-482-026

6. 1ST READING RESOLUTION 2026-17 IN REFERENCE TO ORDINANCE 2026-517 AN ORDINANCE TO AMEND ZONING ORDINANCE TEXT: LAND USE TABLE, FORM BASED CODE REGULATIONS, AND CHANGES AND AMENDMENTS
7. RESOLUTION 2026-18 MDNR TRUST FUND PROJECT DEVELOPMENT AGREEMENT FOR NORTH BAY PARK PAVILLION IMPROVEMENTS

8. APPROVE 2025 MDNR TRUST FUND DEVELOPMENT PROJECT AGREEMENT FOR NORTH BAY PARK PAVILLION IMPROVEMENTS

9. AWARD MANNIK & SMITH GROUP AS THE PRIME PROFESSIONAL ENGINEER FOR THE NORTH BAY PARK PAVILLION AND RESTROOM PROJECT IN THE AMOUNT OF $66,497.16 BUDGETED IN LINE #213-901-975-751 TO BE REIMBURSED 50% BY THE 2025 MICHIGAN NATURAL RESOURCES (MDNR) TRUST FUND GRANT

10. OHM ADVISORS FOR DESIGN, ENGINEERING, AND BIDDING SERVICES FOR LOONFEATHER POINT PARK DOCK REPLACEMENT PROJECT IN THE “NOT TO EXCEED” AMOUNT OF $24,000 TO BE PAID FROM LINE # 213-901-975-587 CONTINGENT ON BUDGET AMENDMENT

11. APPROVE FISHBECK FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE CLUBVIEW PARK PAVILLION PROJECT IN THE AMOUNT OF $4,400.00 BUDGETED IN LINE # 213-901-974-026

12. RESOLUTION 2026-19 SECOND AMENDED ARTICLES OF INCORPORATION WASHTENAW REGIONAL RESOURCE MANAGEMENT AUTHORITY (WRRMA)

13. RESOLUTION 2026-20 PARTICIPATION IN WASHTENAW COUNTY PURCHASE OF DEVELOPMENT RIGHTS PROGRAM

14. ACCEPT RESIGNATION OF ERICKA VONYEA FROM THE ZONING BOARD OF APPEALS EFFECTIVE SEPTEMBER 5, 2026

15. RESOLUTION 2026-2021 A RESOLUTION ESTABLISHING A TEMPORARY MORATORIUM ON ESTABLISHMENT, CONSTRUCTION, EXPANSION, OR APPROVAL OF MAJOR ELECTRIC UTILITY INFRASTRUCTURE WITHIN THE CHARTER TOWNSHIP OF YPSILANTI

16. APPROVE BUDGET AMENDMENT #12

AUTHORIZATIONS AND BIDS

1. AWARD CLUBVIEW PARK PAVILLION REPLACEMENT PROJECT BID TO KAB ENTERPRISES IN THE AMOUNT OF $102,856.17 BUDGETED IN LINE #213-901-974-026

2. SEEK SEALED BIDS FOR ONE (1) NEW 2026 POLARIS RANGER XP 1000 NORTHSTAR EDITION PREMIUM TO SUPPORT THE FIRE DEPARTMENT OPERATIONS AND EMERGENCY RESPONSE NEEDS, BUDGETED IN LINE #206-901-979-000

OTHER BUSINESS

PUBLIC COMMENTS

- **THREE MINUTES PER PERSON**
- **ALL COMMENTS MUST BE ADDRESSED TO THE CHAIR**
- **PUBLIC COMMENTS ARE ALSO WELCOMED AS THE BOARD ADDRESSES EACH AGENDA ITEM**

BOARD MEMBER COMMENTS

ADJOURNMENT

CONSENT AGENDA

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JULY 21, 2026, REGULAR BOARD MEETING

Board Meetings are audio & video recorded and posted on the website and YouTube

DETERMINATION OF QUORUM

Supervisor Stumbo determined a quorum was present.

Township Supervisor Brenda Stumbo called the meeting to order at 6:01 pm in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. John Newman arrived at 6:30 p.m during YMOW Presentation.

Members Present: Supervisor Brenda Stumbo, Clerk Debbie Swanson, and Treasurer Stan Eldridge
Trustees: Karen Lovejoy Roe, John Newman II, Gloria Peterson, and LaResha Thornton

Members Not Present:

Legal Counsel: Wm. Douglas Winters was present

The Pledge of Allegiance was recited followed by a moment of silent prayer.

FIRE DEPARTMENT HONORS PRESENTATION

YPSILANTI MEALS ON WHEELS (YMOW) PRESENTATION

APPROVAL OF AGENDA

Resolution 2026-16 E9ll was added to Other Business. A motion was made by Trustee Lovejoy Roe and supported by Trustee Thornton to approve the agenda.

The motion carried unanimously.

DRAFT

CONSENT AGENDA

A. MINUTES OF June 16, 2026, REGULAR MEETING

B. STATEMENTS AND CHECKS

1. **STATEMENTS AND CHECKS FOR JULY 07, 2026, IN THE AMOUNT OF $3,537,766.49**

2. **STATEMENTS AND CHECKS FOR JULY 21, 2026, IN THE AMOUNT OF $825,966.41**

3. **CLARITY HEALTH CARE DEDUCTIBLE ACH FOR JUNE 2026, IN THE AMOUNT OF $57,579.14**

4. **CLARITY HEALTHCARE ADMIN FEE FOR JUNE2026, IN THE AMOUNT OF $1,623.07**

C. **TREASURER'S REPORT** – JUNE 2026 REPORT WILL BE INCLUDED IN THE AUGUST PACKET

A motion was made by Trustee Peterson and supported by Treasurer Eldridge to approve the consent agenda.

The motion carried unanimously.

ATTORNEY REPORT

A. **GENERAL LEGAL UPDATE:**
A legal update was provided by Attorney Winters. (refer to audio)

DRAFT

NEW BUSINESS

1. 1ST READING OF ORDINANCE 2026-515, AN ORDINANCE TO AMEND CHAPTER 62, ARTICLE IV, SECTION 62-76(a) OF THE CODE OF ORDINANCE, CHARTER TOWNSHIP OF YPSILANTI, TO ADJUST WATER SERVICE RATES

Clerk Swanson read the ordinance into the record.

A motion was made by Clerk Swanson and supported by Trustee Lovejoy Roe to approve 1st Reading of Ordinance 2026-515, an ordinance to amend Chapter 62, Article IV, Section 62-76(a) of the Code of Ordinance, Charter Township of Ypsilanti, to adjust water service rates. (see attached)

Roll Call Vote

Lovejoy Roe – Yes	Newman – Yes	Peterson – Yes	Swanson Yes
Stumbo – Yes	Eldridge – Yes	Thornton – Yes	

Motion Carried

2. 1ST READING OF ORDINANCE 2026-516, AN ORDINANCE TO AMEND CHAPTER 62, ARTICLE IV, SECTION 62-77 OF THE CODE OF ORDINANCE, CHARTER TOWNSHIP OF YPSILANTI, TO ADJUST SEWER SERVICE RATES

Clerk Swanson read the ordinance into the record.

A motion was made by Clerk Swanson and supported by Trustee Peterson to approve 1st Reading of Ordinance 2026-516, an ordinance to amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinance, Charter Township of Ypsilanti, to adjust sewer service rates. (see attached)

Roll Call Vote

Lovejoy Roe – Yes	Newman – Yes	Peterson – Yes	Swanson Yes
Stumbo – Yes	Eldridge – Yes	Thornton – Yes	

Motion Carried

DRAFT

3. ACCEPT RESIGNATION OF MARSHA LATHION FROM THE BOARD OF REVIEW, EFFECTIVE IMMEDIATELY

A motion was made by Trustee Peterson and supported by Trustee Lovejoy Roe to accept the resignation of Marsha Lathion from the Board of Review, effective immediately.

Motion Carried

4. APPROVE INFRASTRUCTURE ENGINEERING OF MICHIGAN'S SUPPLEMENTAL PROPOSAL FOR THE ECORSE ROAD FEASIBILITY STUDY IN THE AMOUNT OF $9,500, BUDGETED IN LINE #101-446-982.010

A motion was made by Treasurer Eldridge and supported by Trustee Newman to approve Infrastructure Engineering of Michigan's Supplemental Proposal for the Ecorse Road Feasibility Study in the amount of $9,500, budgeted in line #101-446-982.010.

Motion Carried

5. APPROVE EXTENSION OF PASK PHOTOGRAPHY PILOT FOR SIX MONTHS AT THE CURRENT RATE OF $300 PER MEETING, TO BE PAID FROM LINE #266-303-880.000

A motion was made by Trustee Peterson and supported by Treasurer Eldridge to approve extension of Pask Photography Pilot for six months at the current rate of $300 per meeting, to be paid from line # 266-303-880.000.

Motion Carried

DRAFT

6. APPROVE BILL CARR SIGNS AS A SINGLE SOURCE VENDOR FOR THE PURCHASE AND INSTALLATION OF ONE (1) REPLACEMENT SIGN LOCATED AT THE LAW ENFORCEMENT CENTER IN THE AMOUNT OF $27,305.00 PAID FROM LINE #266-301-931.015, CONTINGENT ON BUDGET AMENDMENT

Motion was made by Trustee Thornton and supported by Treasurer Eldridge to approve Bill Carr Signs as a Single Source Vendor for the purchase and installation of one (1) replacement sign located at the Law Enforcement Center in the amount of $27,305.00 paid from line #266-301-931.015, contingent on budget amendment.

Motion Carried

7. APPROVE THE W.J.O'NEIL COMPANY TO PERFORM A REPLACEMENT OF THE EXISTING 3 TON SPLIT UNIT AND AN INSTALLATION OF A NEW BACK-UP 3 TON SPLIT UNIT AT THE CIVIC CENTER SERVER ROOM FOR $38,174.00 TO BE BUDGETED IN LINE #101-265-931.020, CONTINGENT ON A BUDGET AMENDMENT

A motion was made by Trustee Lovejoy Roe and supported by Trustee Peterson to approve W.J. O'Neil Company to perform a replacement of the existing 3 ton split unit and an installation of a new back-up 3 ton split unit at the Civic Center Server Room for $38,174.00 to be budgeted in line #101-265-931.020.

Motion Carried

8. WAIVE THE BIDDING REQUIREMENT OF THE FINANCIAL POLICY AND APPROVE CEI, OF ANN ARBOR MICHIGAN, FOR SERVICES TO REPLACE ROOF AT THE HYDRO STATION, IN THE AMOUNT OF $50,395.00 BUDGETED IN LINE #252-535-971.001, CONTINGENT ON ATTORNEY REVIEW

A motion was made by Treasurer Eldridge and supported by Trustee Lovejoy Roe to waive the bidding requirement of the financial policy and approve CEI, of Ann Arbor Michigan for services to replace roof at the Hydro Station in the amount of $50,395.00 budgeted in line #252-535-971.001, contingent on Attorney Review.

DRAFT

Motion Carried

9. APPROVE REPLACING 3 EXISTING AUTOMATED EXTERNAL DEFIBRILLATORS (AEDS) IN TOWNSHIP OWNED BUILDINGS BY APPROVING A CONTRACT WITH CINTAS IN THE AMOUNT OF $14,580.00 BUDGETED IN LINE #101-270-760.000

Motion by Trustee Lovejoy Roe and supported by Trustee Newman to approve replacing 3 existing Automated External Defibrillators (AEDS) in township owned buildings by approving a contract with CINTAS in the amount of $14,580.00 budgeted in line #101-270-760.000.

Motion Carried

10. **APPROVE BUDGET AMENDMENT #11**

Motion was made by Clerk Swanson and supported by Trustee Lovejoy Roe to approve Budget Amendment #11. (see attached)

Motion Carried

AUTHORIZATIONS AND BIDS

1. SEEK SEALED BIDS FOR A REPLACEMENT PAVILLION TO BE LOCATED AT CLUBVIEW PARK, BUDGETED IN LINE #213-901-974.026

Motion was made by Trustee Peterson and supported by Treasurer Eldridge to seek sealed bids for a replacement pavilion to be located at Clubview Park, budgeted in line #213-901-974.026.

Motion Carried

2. RECOMMENDATION TO AWARD BID TO VARSITY FORD OF ANN ARBOR FOR ONE (1) NEW 2026 FORD F-150 4X4 SUPERCREW TO SUPPORT THE FIRE DEPARTMENT OPERATIONS AND EMERGENCY RESPONSE NEEDS, BUDGETED IN LINE #217-901-979.000

Motion was made by Trustee Lovejoy Roe and supported by Trustee Thornton to award bid to Varsity Ford of Ann Arbor for one (1) new Ford F-150 4X4 Supercrew to support the fire department operations and emergency response needs, budgeted in line #217-901-979.000.

DRAFT

Motion Carried

PUBLIC COMMENTS

- **THREE MINUTES PER PERSON**
- **ALL COMMENTS MUST BE ADDRESSED TO THE CHAIR**
- **PUBLIC COMMENTS ARE ALSO WELCOMED AS THE BOARD ADDRESSES EACH AGENDA ITEM**

There were 2 public comments. (refer to audio)

OTHER BUSINESS

1. **RESOLUTION 2026-16 OPPOSING THE PROPOSED INCREASE TO THE WASHTENAW COUNTY E911 SURCHARGE UNTIL GREATER TRANSPARENCY, EQUITY, AND FINANCIAL ACCOUNTABILTY ARE PROVIDED TO THE TOWNSHIP OF YPSILANTI AND ALL OTHER POLICE CONTRACTING COMMUNITIES IN WASHTENAW COUNTY**

   Treasurer Eldridge read the resolution into the record.

   A motion was made by Treasurer Eldridge and supported by Clerk Swanson to approve Resolution 2026-16 opposing the proposed increase to the Washtenaw County E911surcharge until greater transparency, equity, and financial accountability are provided to the township and all other police contracting communities in Washtenaw County. (see attached)

   Motion Carried

DRAFT

BOARD MEMBER COMMENTS

There were no board member comments.

ADJOURNMENT

A motion to adjourn was made by Treasurer Eldridge and supported by Trustee Thornton.

The motion carried unanimously.

The meeting was adjourned at approximately 8:31 pm.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Debra A. Swanson, Clerk
Charter Township of Ypsilanti

DRAFT

Supervisor
BRENDA L. STUMBO
Clerk
DEBRA A. SWANSON
Treasurer
STAN ELDRIDGE
Trustees
KAREN LOVEJOY ROE
JOHN P. NEWMAN II
GLORIA PETERSON
LARESHA THORNTON

YPSILANTI TOWNSHIP
— WHERE YOUR FUTURE GROWS —

Accounting Department

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 544-4000 Ext 5
Fax: (734) 484-5154

STATEMENTS AND CHECKS

AUGUST 4, 2026 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	$	87,910.30
ACCOUNTS PAYABLE ACH -	$	29,611.32
HAND CHECKS -	$	26,231.01
CREDIT CARDS PURCHASES -	$	0.00
GRAND TOTAL -	**$**	**143,752.63**

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI
CHECK NUMBERS 203606 - 203678

A/P Checks

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
Bank AP AP					
08/04/2026	203606	ACCUSHRED LLC	ACCUSHRED LLC	SHRED SERVICES	225.00
08/04/2026	203607	ALLGRAPHICS CORPORATION	ALLGRAPHICS CORPORATION	SUMMER 2026 YOUTH BASEBALL HAT	126.00
08/04/2026	203608	ALRO METALS OUTLET	ALRO METALS OUTLET	ALUMINUM FOR WATER QUALITY SEN	61.03
08/04/2026	203609	AMAZON CAPITAL SERVICES	AMAZON CAPITAL SERVICES	ELECTION OFFICE SUPPLIES	145.26
			AMAZON CAPITAL SERVICES	CIVIC CENTER - SPARTAN SPOTTIN	76.28
			AMAZON CAPITAL SERVICES	REPLACEMENT VOLTAGE STABILIZER	315.68
			AMAZON CAPITAL SERVICES	UBIQUITI INTERCOM SYSTEM POC	55.94
			AMAZON CAPITAL SERVICES	PPE FOR SAFETY STORE	259.58
			AMAZON CAPITAL SERVICES	NETWORK SWITCH	55.76
			AMAZON CAPITAL SERVICES	FLOWERS FOR CLUB HOUSE POTTERS	71.96
			AMAZON CAPITAL SERVICES	TV, STAND, CORDS FOR JURY ROOM	880.33
			AMAZON CAPITAL SERVICES	OFFICE SUPPLIES AND EQUIPMENT	7.50
			AMAZON CAPITAL SERVICES	OFFICE SUPPLIES AND EQUIPMENT	343.42
			AMAZON CAPITAL SERVICES	REPLACEMENT CONFINE SPACE METE	179.10
			AMAZON CAPITAL SERVICES	REPLACEMENT COOLANT HEATER FOR	54.51
			AMAZON CAPITAL SERVICES	OCS OFFICE SUPPLIES	158.72
			AMAZON CAPITAL SERVICES	SUPPLIES TO USE AT SPECIAL EVE	421.52
			AMAZON CAPITAL SERVICES	TRAFFIC CONES FOR SPECIAL EVEN	223.71
			AMAZON CAPITAL SERVICES	POE ADAPTERS	86.74
			AMAZON CAPITAL SERVICES	SUPPLIES TO USE AT SPECIAL EVE	12.85
					3,348.86
08/04/2026	203610	ARC BRAND AND CREATIVE AGENCY	ARC BRAND AND CREATIVE AGENCY	DATA CENTER COMMUNITY INFORMAT	3,600.00
08/04/2026	203611	AUTO VALUE YPSILANTI	AUTO VALUE YPSILANTI	BATTERY FOR MOWER	88.91
			AUTO VALUE YPSILANTI	BATTERY FOR #98 - UNDER WARRAN	146.00
			AUTO VALUE YPSILANTI	CREDIT MEMO - 12V 850 CCA	(146.00)
					88.91
08/04/2026	203612	AYRES ASSOCIATES INC	AYRES ASSOCIATES INC	COMPREHENSIVE ASSESSMENT FOR T	8,038.00
08/04/2026	203613	B-BALL SKILLS LLC	B-BALL SKILLS LLC	PAY OUT FOR B-BALL SKILLS 7/8-	433.12
08/04/2026	203614	BACK TO NATURE LAWN CARE	BACK TO NATURE LAWN CARE	ESSENTIAL LAWN ROUND 5	211.25
08/04/2026	203615	BS & A SOFTWARE	BS & A SOFTWARE	BUILDING SOFTWARE SERVICE FEE	1,294.00
08/04/2026	203616	CHARLES POPE	CHARLES POPE	VISITING JUDGE INVOICE	487.00
08/04/2026	203617	CINTAS FIRST AID & SAFETY	CINTAS FIRST AID & SAFETY	PPE- FIRST AID	162.66
08/04/2026	203618	CIVICPLUS LLC	CIVICPLUS LLC	MUNICODE CODIFICATION ADMINIST	496.13
			CIVICPLUS LLC	MUNICODE PAGE - SUPPLEMENT 60	179.38
					675.51
08/04/2026	203619	CLEVELAND GOLF SRIXON	CLEVELAND GOLF SRIXON	GREEN OAKS LOGO BALLS FOR RESA	370.56
08/04/2026	203620	COLMAN-WOLF SANITARY SUPPLY C	COLMAN-WOLF SANITARY SUPPLY C	CUSTODIAL ORDER- COMMUNITY CEN	338.95
			COLMAN-WOLF SANITARY SUPPLY C	CUSTODIAL SUPPLIES - CIVIC	138.58
					477.53
08/04/2026	203621	CRYSTAL FLASH, INC.	CRYSTAL FLASH, INC.	FUEL FOR HQ - DIESEL	3,885.49
			CRYSTAL FLASH, INC.	DIESEL FUEL FOR GOLF MAINTENAN	1,361.36
					5,246.85
08/04/2026	203622	CSI EMERGENCY APPARATUS, LLC	CSI EMERGENCY APPARATUS, LLC	PASSENGER SIDE MIRROR	913.11
			CSI EMERGENCY APPARATUS, LLC	A/C NOT WORKING	169.98
			CSI EMERGENCY APPARATUS, LLC	NO ACCELERATION	135.00

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
					1,218.09
08/04/2026	203623	CUMMINS SALES AND SERVICE	CUMMINS SALES AND SERVICE	LEC - GENERATOR - DIESEL FUEL	1,815.43
08/04/2026	203624	DAIJAH WESTBERRY	DAIJAH WESTBERRY	REFUND LAKESIDE SHELTER SECURI	100.00
08/04/2026	203625	DETECTION SYSTEMS AND ENGINEE	DETECTION SYSTEMS AND ENGINEE	AVIGILON LICENSE UPGRADE	2,959.00
08/04/2026	203626	ELIZABETH GLEICHER	ELIZABETH GLEICHER	VISITING JUDGE INVOICE	945.00
08/04/2026	203627	GO PERMITS ATTN WINDOW NATION	GO PERMITS ATTN WINDOW NATION	BD PAYMENT REFUND 5385 MICHAEL	247.50
08/04/2026	203628	GRAINGER	GRAINGER	PPE- FIRST AID	91.78
08/04/2026	203629	GREG MCKINNEY	GREG MCKINNEY	SOFTBALL OFFICIATED 7/13-7/21	320.00
08/04/2026	203630	GRIFFIN PEST SOLUTIONS	GRIFFIN PEST SOLUTIONS	PEST CONTROL FOR #4	33.00
			GRIFFIN PEST SOLUTIONS	PEST CONTROL FOR #3	33.00
			GRIFFIN PEST SOLUTIONS	PEST CONTROL FOR #1	33.00
					99.00
08/04/2026	203631	HILARY BRALEY	HILARY BRALEY	REIMBURSEMENT FOR INCENTIVE PU	232.97
08/04/2026	203632	HOME DEPOT	HOME DEPOT	CIVIC -MARKER RODS FOR POND	21.88
			HOME DEPOT	MAINTENANCE SUPPLIES - SHOP TO	69.94
			HOME DEPOT	PLANTERS FOR WALK UP TO CLUB H	80.43
			HOME DEPOT	CIVIC -MAINT. SUPPLY - SPRAY P	6.48
			HOME DEPOT	CIVIC - BOILER ROOM - LIGHT BU	59.96
					238.69
08/04/2026	203633	HOME OF NEW VISION	HOME OF NEW VISION	OPIOID PREVENTION PROGRAM - 20	6,000.00
08/04/2026	203634	HOWLETT LOCK & DOOR	HOWLETT LOCK & DOOR	SERVICE CALL - 1501 S. HURON S	333.50
08/04/2026	203635	INFRASTRUCTURE ENGINEERING IN	INFRASTRUCTURE ENGINEERING IN	TRAFFIC ENGINEERING SERVICES	5,923.96
08/04/2026	203636	J & T AGGREGATE, LLC	J & T AGGREGATE, LLC	FLP - 21-A CONCRETE - FOR SHI	853.50
08/04/2026	203637	JAMINA WASHINGTON	JAMINA WASHINGTON	REFUND OF RENTAL DEPOSIT	100.00
08/04/2026	203638	JOHNATHON ENSIGN	JOHNATHON ENSIGN	PAYMENT FOR SOFTBALL OFFICIATE	200.00
08/04/2026	203639	JP MORGAN CHASE BANK, NA	JP MORGAN CHASE BANK, NA	Annual Bank Fee for Hydro/DTE	3,500.00
08/04/2026	203640	JTW PIPES LLC	JTW PIPES LLC	LEC - EMERGENCY REPAIR OF THE	600.00
08/04/2026	203641	JUDY ANN HOLZSCHUH	JUDY ANN HOLZSCHUH	JULY ZENTANGLE INSTRUCTION	178.50
08/04/2026	203642	KASH MADISON	KASH MADISON	YOUTH BASEBALL OFFICIATED 7/10	90.00
08/04/2026	203643	KILEAH MAE CREATE	KILEAH MAE CREATE	JULY WATERCOLOR CLASS	175.00
08/04/2026	203644	LANGUAGE LINE SERVICES	LANGUAGE LINE SERVICES	INTERPRETER SERVICES FOR JUNE	773.25
08/04/2026	203645	LANSING SANITARY SUPPLY, INC	LANSING SANITARY SUPPLY, INC	COMMUNITY CENTER - SSS HYGIEN	247.81
08/04/2026	203646	LILLIAN HENSLEY	LILLIAN HENSLEY	YOUTH DANCE INSTRUCTOR	64.00
08/04/2026	203647	LOWE'S	LOWE'S	CIVIC CENTER - BASE SOCKETS -	14.19
			LOWE'S	PARKS & GROUNDS - SUPPLIES TO	179.65
			LOWE'S	FLP MAINT. GARAGE - FILTER -	5.96
					199.80
08/04/2026	203648	MATTA BLAIR, PLC	MATTA BLAIR, PLC	LEGAL SERVICES	120.00
08/04/2026	203649	MESSENGER PRINTING	MESSENGER PRINTING	CHIPPER TRUCK MAILER	7,654.22
08/04/2026	203650	METCOM	METCOM	RECEIPT PAPER	661.80
08/04/2026	203651	MICHAEL EDWARD HALL	MICHAEL EDWARD HALL	SOFTBALL OFFICIATED 7/13-7/21	320.00
08/04/2026	203652	MILTON ANDREWS	MILTON ANDREWS	MILT ANDREWS CONTRACTUAL INSPE	200.00
08/04/2026	203653	MINUTES SERVICES LLC	MINUTES SERVICES LLC	06-23-2026 PC MEETING MINUTES	100.00
08/04/2026	203654	MLIVE MEDIA GROUP	MLIVE MEDIA GROUP	05-26-2026 PLANNING COMMISSION	196.98
			MLIVE MEDIA GROUP	06-03-2026 ZBA LEGAL NOTICE	186.41
			MLIVE MEDIA GROUP	06-17-2026 PC LEGAL NOTICE	207.55
			MLIVE MEDIA GROUP	07-14-2026 LEGAL NOTICE PUBLIS	222.35
					813.29
08/04/2026	203655	OAKLAND COUNTY	OAKLAND COUNTY	CLEMIS - TICKET WRITING SYSTEM	2,268.00
08/04/2026	203656	ONSITE SUBSTANCE ABUSE TESTIN	ONSITE SUBSTANCE ABUSE TESTIN	RECOVERY COURT DRUG TESTING	138.00

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
08/04/2026	203657	ORCHARD, HILTZ & MCCLIMENT IN	ORCHARD, HILTZ & MCCLIMENT IN	BD BOND REFUND 2171 GROVE	706.00
			ORCHARD, HILTZ & MCCLIMENT IN	BD BOND REFUND 2171 GROVE	175.00
			ORCHARD, HILTZ & MCCLIMENT IN	BD BOND REFUND 2171 GROVE	693.00
			ORCHARD, HILTZ & MCCLIMENT IN	BOAT LAUNCH WEIGHT RESTRICTION	1,743.00
					3,317.00
08/04/2026	203658	PENCHURA, LLC	PENCHURA, LLC	REPLACEMENT PADDLE SWINGS	518.00
08/04/2026	203659	PEPSI BEVERAGES COMPANY	PEPSI BEVERAGES COMPANY	BOTTLED BEVERAGES FOR RESALE I	520.85
08/04/2026	203660	PLUNKETT COONEY	PLUNKETT COONEY	LAND USE CONSULTATION	2,447.50
			PLUNKETT COONEY	LEGAL SERVICES - CODE ENFORCEM	1,622.50
			PLUNKETT COONEY	LEGAL SERVICES - CODE ENFORCEM	1,787.50
					5,857.50
08/04/2026	203661	PRIORITY ONE EMERGENCY	PRIORITY ONE EMERGENCY	ALTERATION/APPLY PATCHES FOR D	115.50
08/04/2026	203662	ROBERT ACTON	ROBERT ACTON	ROBERT ACTON CONTRACTUAL INSPE	800.00
08/04/2026	203663	ROOF ADVANCE	ROOF ADVANCE	REFUND PERMIT FOR 2474 CARRIAG	142.50
08/04/2026	203664	SAM'S CLUB DIRECT	SAM'S CLUB DIRECT	OPERATING SUPPLIES AND FOOD AN	172.40
			SAM'S CLUB DIRECT	SUPPLIES FOR ALL STATIONS	328.56
					500.96
08/04/2026	203665	SIGNS BY TOMORROW	SIGNS BY TOMORROW	NEW ENTRANCE SIGN AT GATE HOUS	194.45
08/04/2026	203666	SITEONE LANDSCAPE SUPPLY, LLC	SITEONE LANDSCAPE SUPPLY, LLC	GBS25 SOLENOIDS FOR IRRIGATION	352.78
			SITEONE LANDSCAPE SUPPLY, LLC	PARKS & GROUNDS - BATTERY POWE	249.00
					601.78
08/04/2026	203667	SPARTAN DISTRIBUTORS	SPARTAN DISTRIBUTORS	PARTS FOR REPAIR TORO 4100 AND	416.93
08/04/2026	203668	STEPHEN BROWN	STEPHEN BROWN	STEVE BROWN CONTRACTUAL INSP J	950.00
08/04/2026	203669	TBGREEN LLC	TBGREEN LLC	VISITING JUDGE FOR FULL DAY FO	400.00
08/04/2026	203670	UNIMEASURE	UNIMEASURE	REPAIR GATE SENSOR	244.59
08/04/2026	203671	UNIVERSITY TRANSLATORS	UNIVERSITY TRANSLATORS	TRANSLATOR SERVICES FOR COURT	220.00
			UNIVERSITY TRANSLATORS	TRANSLATOR SERVICES FOR COURT	220.00
					440.00
08/04/2026	203672	VERMEER OF MICHIGAN, INC.	VERMEER OF MICHIGAN, INC.	REPAIR PARTS FOR GRINDER TG500	5,157.94
08/04/2026	203673	VICTORY LANE	VICTORY LANE	#716 FULL SERVICE OIL CHANGE	65.34
08/04/2026	203674	VITAL RECORDS CONTROL	VITAL RECORDS CONTROL	JUNE 6TH - 2026 SHRED EVENT AT	907.50
08/04/2026	203675	W.J. O'NEIL COMPANY	W.J. O'NEIL COMPANY	SERVICE CALL FOR NO HEAT/ ICED	969.52
08/04/2026	203676	YAMAHA GOLF CARS PLUS	YAMAHA GOLF CARS PLUS	GOLF CART REPAIRS TO CART#35.	52.26
			YAMAHA GOLF CARS PLUS	GOLF CART REPAIRS TO DAMAGE CA	926.61
					978.87
08/04/2026	203677	ZEP SALES & SERVICE	ZEP SALES & SERVICE	CIVIC CENTER - CUSTODIAL SUPPL	92.70
08/04/2026	203678	ZIA COMBS JR.	ZIA COMBS JR.	YOUTH BASEBALL OFFICIATED 7/10	90.00

AP TOTALS:

Total of 73 Checks:	87,910.30
Less 0 Void Checks:	0.00
Total of 73 Disbursements:	87,910.30

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI
CHECK NUMBERS 67 - 76

A/P ACH

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
Bank AP AP					
08/07/2026	67(A)	ANN ARBOR CLEANING SUPPLY	ANN ARBOR CLEANING SUPPLY	OPERATING SUPPLIES FOR THE GOL	227.16
			ANN ARBOR CLEANING SUPPLY	PARKS & GROUNDS - CLEANING SUP	280.80
			ANN ARBOR CLEANING SUPPLY	CUSTODIAL SUPPLIES - CIVIC	471.10
			ANN ARBOR CLEANING SUPPLY	TRASH BAGS - LAITR	245.50
			ANN ARBOR CLEANING SUPPLY	CUSTODIAL SUPPLIES - COMMUNITY	289.00
					1,513.56
08/07/2026	68(A)	C-MAR PRODUCTS	C-MAR PRODUCTS	20 ADDITIONAL TRASH CANS	723.00
08/07/2026	69(A)	CARLISLE/WORTMAN ASSOCIATES	CARLISLE/WORTMAN ASSOCIATES	BD BOND REFUND 2225 PARKWOOD	720.00
			CARLISLE/WORTMAN ASSOCIATES	BD BOND REFUND 6630 RAWSONVILL	880.00
			CARLISLE/WORTMAN ASSOCIATES	BD BOND REFUND 715 N. HEWITT	170.00
			CARLISLE/WORTMAN ASSOCIATES	PLANNING DEPARTMENT SUPPORT -	16,500.00
			CARLISLE/WORTMAN ASSOCIATES	MASTER PLAN UPDATE	947.56
					19,217.56
08/07/2026	70(A)	DANCE WITH ELEGANCE	DANCE WITH ELEGANCE	DANCE & FITNESS CLASS INSTRUCT	1,231.30
08/07/2026	71(A)	JEFFREY C. PASK	JEFFREY C. PASK	VIDEO PRODUCTION SERVICES	300.00
08/07/2026	72(A)	JIBRIL NAEEM	JIBRIL NAEEM	MODERN DAY MARTIAL ARTS 7/7-7/	199.50
08/07/2026	73(A)	MICHIGAN LINEN SERVICE, INC.	MICHIGAN LINEN SERVICE, INC.	CIVIC CENTER LAUNDRY SERVICE F	95.10
			MICHIGAN LINEN SERVICE, INC.	COMMUNITY CENTER LAUNDRY SERVI	54.50
			MICHIGAN LINEN SERVICE, INC.	HOLMES RD LAUNDRY SERVICE FOR	18.50
			MICHIGAN LINEN SERVICE, INC.	LAUNDRY SERVICES	38.00
			MICHIGAN LINEN SERVICE, INC.	GOLF PRO SHOP - SEASONAL LAUND	66.00
			MICHIGAN LINEN SERVICE, INC.	ANNUAL LAUNDERING OF SHOP TOWE	24.00
			MICHIGAN LINEN SERVICE, INC.	LINEN SERVICE FOR STATION 3	190.40
			MICHIGAN LINEN SERVICE, INC.	LINEN SERVICE FOR STATION 3	86.26
			MICHIGAN LINEN SERVICE, INC.	LINEN SERVICE FOR STATION 4	85.03
			MICHIGAN LINEN SERVICE, INC.	LINEN SERVICE FOR STATION 4	85.03
			MICHIGAN LINEN SERVICE, INC.	LINEN SERVICE FOR STATION 3	86.26
			MICHIGAN LINEN SERVICE, INC.	LINEN SERVICE FOR STATION 3	190.40
			MICHIGAN LINEN SERVICE, INC.	CIVIC CENTER LAUNDRY SERVICE F	95.10
			MICHIGAN LINEN SERVICE, INC.	COMMUNITY CENTER LAUNDRY SERVI	54.50
			MICHIGAN LINEN SERVICE, INC.	LEC LAUNDRY SERVICE FOR 2026	80.75
			MICHIGAN LINEN SERVICE, INC.	LAUNDRY SERVICES	36.50
					1,286.33
08/07/2026	74(A)	PARKWAY SERVICES, INC.	PARKWAY SERVICES, INC.	PORTABLE TOILET RENTAL - FORD	190.00
			PARKWAY SERVICES, INC.	PORTABLE TOILET RENTAL - FORD	330.00
					520.00
08/07/2026	75(A)	RHETT REYES	RHETT REYES	RECOVERY COURT PAYROLL WEEK EN	1,056.00
			RHETT REYES	RECOVERY COURT PAYROLL WEEK EN	1,056.00
			RHETT REYES	RECOVERY COURT PAYROLL WEEK EN	957.00
					3,069.00
08/07/2026	76(A)	SOUTHERN COMPUTER WAREHOUSE	SOUTHERN COMPUTER WAREHOUSE	FLP NETWORK RACK	988.14
			SOUTHERN COMPUTER WAREHOUSE	UBIQUITI UNIFI PROTECT PRO	562.93
					1,551.07

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount

AP TOTALS:

Total of 10 Checks:	29,611.32
Less 0 Void Checks:	0.00
Total of 10 Disbursements:	29,611.32

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI
CHECK NUMBERS 203599 - 203605

Hand Checks

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
Bank AP AP					
07/23/2026	203599	A DESIGN LINE	A DESIGN LINE	TOWNSHIP SHIRTS - CLERKS STAFF	80.96
07/24/2026	203600	CHARTER TOWNSHIP OF SUPERIOR	CHARTER TOWNSHIP OF SUPERIOR	ACCT. #HURO-007200-0000-01	45.72
07/24/2026	203601	COMCAST	COMCAST	ACCT. #8529 10 234 0279396	192.28
07/24/2026	203602	CONSTELLATION NEW ENERGY	CONSTELLATION NEW ENERGY	ACCOUNT #BG-301569	1,645.57
07/24/2026	203603	DTE ENERGY	DTE ENERGY	ACCT. #9100 145 4294 8	652.06
			DTE ENERGY	ACCT. #9100 351 5305 4	2,971.17
			DTE ENERGY	ACCT. #9100 129 7209 7	952.51
			DTE ENERGY	ACCT. #9100 127 9357 6	5,317.78
			DTE ENERGY	ACCT. #9200 570 4723 4	30.44
			DTE ENERGY	ACCT. #9100 127 9333 7	8,857.06
			DTE ENERGY	ACCT. #9100 152 0871 3	4,039.76
					22,820.78
07/24/2026	203604	Y.C.U.A	Y.C.U.A	ACCT. #2-060-771600-01	48.76
			Y.C.U.A	ACCT. #2-037-360000-01	155.84
			Y.C.U.A	ACCT. #4-085-803600-02	163.87
			Y.C.U.A	ACCT. #4-070-428255-01	258.54
					627.01
07/27/2026	203605	AAATA	AAATA	DEL PP TAXES APRIL - JUNE 2026	818.69

AP TOTALS:

Total of 7 Checks:	26,231.01
Less 0 Void Checks:	0.00
Total of 7 Disbursements:	26,231.01

Supervisor
BRENDA L. STUMBO
Clerk
DEBRA A. SWANSON
Treasurer
STAN ELDRIDGE
Trustees
KAREN LOVEJOY ROE
JOHN P. NEWMAN II
GLORIA PETERSON
LARESHA THORNTON

YPSILANTI TOWNSHIP
— WHERE YOUR FUTURE GROWS —

Accounting Department

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 544-4000 Ext 5
Fax: (734) 484-5154

STATEMENTS AND CHECKS

August 18, 2026 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	$	976,854.94
ACCOUNTS PAYABLE ACH -	$	91,865.26
HAND CHECKS -	$	613,344.37
CREDIT CARD PURCHASES-	$	11,462.09
GRAND TOTAL -	**$**	**1,693,526.66**

Clarity Health Care Deductible –

ACH EFT –	$	(JULY)
ADMIN FEE -	$ 1,717.52	(JULY)

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI
CHECK NUMBERS 203698 - 203786

A/P Checks

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
Bank AP AP					
08/18/2026	203698	A DESIGN LINE	A DESIGN LINE	ORD OFFICER JGE- EMBROIDERD IT	32.00
08/18/2026	203699	AAMCO TRANSMISSIONS AND	AAMCO TRANSMISSIONS AND	#79 - FRONT AND REAR BRAKE SER	2,104.88
08/18/2026	203700	ABBEY DOOR	ABBEY DOOR	REPLACE BROKEN SPRING ON WEST	549.00
08/18/2026	203701	ADVANCE PRINT & GRAPHICS	ADVANCE PRINT & GRAPHICS	SPECIAL EVENT PASSES	355.65
08/18/2026	203702	ADVANCED COMMUNICATIONS & DAT	ADVANCED COMMUNICATIONS & DAT	INTERNET UTILITY SERVICE	679.55
08/18/2026	203703	ALL STAR PRO GOLF	ALL STAR PRO GOLF	GREEN OAKS LOGO HEX PENCILS FO	615.54
08/18/2026	203704	AMAZON CAPITAL SERVICES	AMAZON CAPITAL SERVICES	A2 TRUE HEPA REPLACEMENT FILTE	26.59
			AMAZON CAPITAL SERVICES	UBIQUITI SFP (MINI-GBIC) MODUL	29.90
			AMAZON CAPITAL SERVICES	CAUTION TAPE	53.99
			AMAZON CAPITAL SERVICES	P&G - LAWN CARE LEG GAITERS, W	14.49
			AMAZON CAPITAL SERVICES	PPE SAFETY STORE	263.05
			AMAZON CAPITAL SERVICES	office supplies	132.02
			AMAZON CAPITAL SERVICES	P&G - SUPPLIES - COFFE, CUPS,	181.56
			AMAZON CAPITAL SERVICES	STYROFOAM BASE FOR PLANTERS	28.76
			AMAZON CAPITAL SERVICES	14B COURT - CUSTODIAN SUPPLIES	29.96
			AMAZON CAPITAL SERVICES	ACRYLIC SIGN HOLDERS	31.34
			AMAZON CAPITAL SERVICES	BLDG OPS, P&G, MOTOR POOL, AND	439.93
			AMAZON CAPITAL SERVICES	UNIVERSAL PHONE AMPLIFIER	61.66
			AMAZON CAPITAL SERVICES	CREDIT MEMO - ASSORTED ALUMINU	(13.59)
			AMAZON CAPITAL SERVICES	CREDIT MEMO - LAWN CARE LEG GA	(11.84)
					1,267.82
08/18/2026	203705	AMERICAN MOBILE OFFICE & CONT	AMERICAN MOBILE OFFICE & CONT	FORD LAKE PARK = GARAGE - 2 ST	3,500.00
08/18/2026	203706	APPLIED INNOVATION	APPLIED INNOVATION	RICOH P 502 PRINTERS	1,602.12
			APPLIED INNOVATION	PRINTERS	666.49
			APPLIED INNOVATION	PRINTERS	484.50
					2,753.11
08/18/2026	203707	ARC BRAND AND CREATIVE AGENCY	ARC BRAND AND CREATIVE AGENCY	DATA CENTER COMMUNITY INFORMAT	3,600.00
08/18/2026	203708	AUTO VALUE YPSILANTI	AUTO VALUE YPSILANTI	MOWER - TIRE REPAIR	27.94
			AUTO VALUE YPSILANTI	BATTERY FOR #80	113.42
			AUTO VALUE YPSILANTI	HYDRAULIC HOSES FOR 5410	71.44
					212.80
08/18/2026	203709	B-BALL SKILLS LLC	B-BALL SKILLS LLC	PAY OUT FOR B-BALL SKILLS 7/22	305.62
08/18/2026	203710	BACK TO NATURE LAWN CARE	BACK TO NATURE LAWN CARE	ESSENTIAL LAWN ROUND 5	78.00
			BACK TO NATURE LAWN CARE	ESSENTIAL LAWN ROUND 5	136.25
					214.25
08/18/2026	203711	BILL ERNAT CONSULTING	BILL ERNAT CONSULTING	HYDRO GRANT ASSISTANCE	1,850.00
08/18/2026	203712	CARTER LUMBER COMPANY	CARTER LUMBER COMPANY	PARK AND GROUNDS - MAINT. SUPP	1,075.63
08/18/2026	203713	CASCADE ENGINEERING	CASCADE ENGINEERING	REPLACEMENT RECYCLE CART HINGE	30.00
08/18/2026	203714	CINTAS FIRST AID & SAFETY	CINTAS FIRST AID & SAFETY	FIRST AID CABINET SERVICE - 7/	8.03
			CINTAS FIRST AID & SAFETY	FIRST AID CABINET SERVICE - 7/	8.03
			CINTAS FIRST AID & SAFETY	FIRST AID CABINET SERVICE - 7/	8.03
			CINTAS FIRST AID & SAFETY	FIRST AID CABINET SERVICE - 7/	36.64
			CINTAS FIRST AID & SAFETY	First Aid Cabinet Service - 7/	40.18
			CINTAS FIRST AID & SAFETY	FIRST AID CABINET SERVICE - 7/	15.65
			CINTAS FIRST AID & SAFETY	FIRST AID CABINET SERVICE - 7/	15.65
			CINTAS FIRST AID & SAFETY	FIRST AID CABINET SERVICE - 7/	53.41
					185.62

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
08/18/2026	203715	COMMUNITY PUBLISHING & MARKET	COMMUNITY PUBLISHING & MARKET	2026 FALL REC GUIDE PUBLICATIO	9,000.00
08/18/2026	203716	CRYSTAL FLASH, INC.	CRYSTAL FLASH, INC.	FORD LAKE PARK: REFILL GAS FUE	2,042.31
			CRYSTAL FLASH, INC.	FORD LAKE PARK - DIESEL FUEL F	1,432.39
			CRYSTAL FLASH, INC.	COMM. CENTER: REFILL GAS FUEL	1,047.78
			CRYSTAL FLASH, INC.	FUEL FOR GOLF MAINTENANCE EQUI	1,325.07
			CRYSTAL FLASH, INC.	DIESEL FOR GOLF MAINTENANCE EQ	825.89
			CRYSTAL FLASH, INC.	FORD LAKE PARK: REFILL GAS FUE	2,415.60
					9,089.04
08/18/2026	203717	DETECTION SYSTEMS AND ENGINEE	DETECTION SYSTEMS AND ENGINEE	CAMERA WORK	616.25
			DETECTION SYSTEMS AND ENGINEE	CAMERA WORK	580.00
			DETECTION SYSTEMS AND ENGINEE	CAMERA WORK	1,122.00
			DETECTION SYSTEMS AND ENGINEE	PUBLIC CAMERA WORK	797.50
			DETECTION SYSTEMS AND ENGINEE	PUBLIC CAMERA WORK	725.00
			DETECTION SYSTEMS AND ENGINEE	PUBLIC CAMERA WORK	290.00
					4,130.75
08/18/2026	203718	DIUBLE EQUIPMENT INC.	DIUBLE EQUIPMENT INC.	CHUTE PARTS FOR FERRIS ZEROTUR	323.20
08/18/2026	203719	DONNA MEDOS	DONNA MEDOS	Trip Reimbursment	55.00
			DONNA MEDOS	CHAPERONE REIMBURSEMENT	107.75
					162.75
08/18/2026	203720	DYNAMIC DRAINS LLC	DYNAMIC DRAINS LLC	INSPECTION FEE REFUND 935 JUNE	50.00
08/18/2026	203721	EMERGENT HEALTH PARTNERS	EMERGENT HEALTH PARTNERS	FIRE DISPATCHING SERVICES- AU	11,047.14
08/18/2026	203722	FONDRIEST ENVIRONMENTAL, INC	FONDRIEST ENVIRONMENTAL, INC	RENTAL OF WATER QUALITY TABLET	355.00
08/18/2026	203723	GARY STAFFORD	GARY STAFFORD	START SMART BASEBALL, BASEBALL	1,315.75
08/18/2026	203724	GRAINGER	GRAINGER	PPE SUPPLIES FOR RESTOCKING SA	706.68
			GRAINGER	PPE SUPPLIES FOR RESTOCKING SA	75.96
			GRAINGER	PARKS AND GROUNDS - HANDICAP S	727.68
					1,510.32
08/18/2026	203725	GREG MCKINNEY	GREG MCKINNEY	SOFTBALL OFFICIATED 7/27&28	200.00
08/18/2026	203726	GRIFFIN PEST SOLUTIONS	GRIFFIN PEST SOLUTIONS	FLP RANGER HOUSE - ONE SHOT PE	182.00
			GRIFFIN PEST SOLUTIONS	LEC PEST SOLUTIONS FOR 2026	72.00
					254.00
08/18/2026	203727	HASTY AWARDS	HASTY AWARDS	BASEBALL MEDALS FOR SUMMER 202	374.40
08/18/2026	203728	HOME DEPOT	HOME DEPOT	CIVIC - EXTENSION CORD FOR VAC	68.98
			HOME DEPOT	WOODLAWN CEMETARY SHED	2,328.00
			HOME DEPOT	CLEANOUTS FOR GOLF COURSE.	26.35
			HOME DEPOT	MAINTENANCE SUPPLY- GFI PLUG -	22.85
			HOME DEPOT	CNC/HOLMES RD - CRC/TYLER RD	99.12
			HOME DEPOT	FLP - SHELVING - STORAGE CONTA	398.00
			HOME DEPOT	MAINT. TOOLS - AIR SHIM / NORT	183.94
			HOME DEPOT	FLP - SHELVING - STORAGE CONTA	398.00
			HOME DEPOT	COMMUNITY CENTER - ORTHO WEEDK	49.56
			HOME DEPOT	CIVIC MAINT. - DUCT TAPE - ELE	46.24
			HOME DEPOT	P&G - VARIOUS EQUIPMENT NEEDE	655.55
			HOME DEPOT	CRC - FURNACE FILTERS	15.27
					4,291.86
08/18/2026	203729	JOHNATHON ENSIGN	JOHNATHON ENSIGN	PAYMENT FOR SOFTBALL OFFICIATE	240.00
08/18/2026	203730	JUNGA'S ACE HARDWARE	JUNGA'S ACE HARDWARE	FLP - SUPPLIES FOR CHAINS ACRO	183.53

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
08/18/2026	203731	JUSTIN SONDERGAARD A. Kojiro	JUSTIN SONDERGAARD	FINAL FIRE WITHHOLDING RELEASE	16,025.00
08/18/2026	203732	KASH MADISON	KASH MADISON	YOUTH BASEBALL OFFICIATED 7/22	120.00
08/18/2026	203733	KELLY DOE HR	KELLY DOE	UNIFORM REIMBURSEMENT FOR 2026	91.91
08/18/2026	203734	LAUREL MOJICA	LAUREL MOJICA	REFUND ROOM 103 COMMUNITY CENT	100.00
08/18/2026	203735	LILLIAN HENSLEY	LILLIAN HENSLEY	YOUTH DANCE INSTRUCTOR	64.00
08/18/2026	203736	LINDE GAS & EQUIPMENT INC	LINDE GAS & EQUIPMENT INC	OXYGEN RENTAL	556.65
08/18/2026	203737	LINDSEY BUTZIN	LINDSEY BUTZIN	DRIVER REIMBURSEMENT	119.98
08/18/2026	203738	LOOKING GOOD LAWNS	LOOKING GOOD LAWNS	LGL INVOICE YTOM726-1 VEGETATI	2,960.00
08/18/2026	203739	LOWE'S	LOWE'S	PARKS & GROUNDS - SUPPLIES	222.42
08/18/2026	203740	MACQUEEN EMERGENCY GROUP	MACQUEEN EMERGENCY GROUP	ANNUAL PM SERVICE FOR ALL STAT	1,745.00
08/18/2026	203741	MCLAIN AND WINTERS	MCLAIN AND WINTERS	LEGAL SERVICES - JULY 2026	195,696.70
08/18/2026	203742	MICHAEL A. CROMER	MICHAEL A. CROMER	UNIFORM REIMBURSEMENT FOR 2026	528.83
08/18/2026	203743	MICHAEL EDWARD HALL	MICHAEL EDWARD HALL	SOFTBALL OFFICIATED 7/27&28 6	240.00
08/18/2026	203744	MICHIGAN ASSOC. OF PLANNING	MICHIGAN ASSOC. OF PLANNING	2026 MEMBERSHIP DUES	775.00
08/18/2026	203745	MICHIGAN FIRE INSPECTORS SOCI	MICHIGAN FIRE INSPECTORS SOCI	MFIS MEMBERSHIP 2027 - DENSMOR	40.00
08/18/2026	203746	MICHIGAN TOURNAMENT FLEET INC	MICHIGAN TOURNAMENT FLEET INC	GOLF CARTS FOR ROWFEST	1,036.00
08/18/2026	203747	MICHIGAN TOWNSHIPS ASSOC.**	MICHIGAN TOWNSHIPS ASSOC.**	TWO JOB POSTINGS ON MTA - JULY	85.00
08/18/2026	203748	MLIVE MEDIA GROUP	MLIVE MEDIA GROUP	MLIVE JOB POSTINGS - JUNE 2026	910.00
08/18/2026	203749 HR	NICHOLAS BENNETT	NICHOLAS BENNETT	UNIFORM REIMBURSEMENT FOR 2026	73.95
			NICHOLAS BENNETT	UNIFORM REIMBURSEMENT FOR 2026	64.65
					138.60
08/18/2026	203750	ONSITE SUBSTANCE ABUSE TESTIN	ONSITE SUBSTANCE ABUSE TESTIN	RECOVERY COURT DRUG TESTING	28.00
08/18/2026	203751	PEPSI BEVERAGES COMPANY	PEPSI BEVERAGES COMPANY	BOTTLED BEVERAGES FOR RESALE I	518.45
08/18/2026	203752 A. Kojiro	PETER JORDAN & JON HALL	PETER JORDAN & JON HALL	FINAL FIRE WITHHOLDING RELEASE	20,981.73
08/18/2026	203753	PINTER'S FLOWERLAND, INC.	PINTER'S FLOWERLAND, INC.	PINTER'S FLOWERLAND - PERENNIA	797.05
			PINTER'S FLOWERLAND, INC.	PINTER'S FLOWERLAND - 21" PLAT	560.36
			PINTER'S FLOWERLAND, INC.	PINTER'S FLOWERLAND - 21" PLAN	627.90
			PINTER'S FLOWERLAND, INC.	PINTER'S FLOWERLAND - 16" PLAN	699.83
			PINTER'S FLOWERLAND, INC.	PINTER'S FLOWERLAND - PEDESTAL	346.00
			PINTER'S FLOWERLAND, INC.	PINTER'S FLOWERLAND - ANNUAL/F	414.33
			PINTER'S FLOWERLAND, INC.	PINTER'S FLOWERLAND - 21" PLAN	433.68
					3,879.15
08/18/2026	203754	PPM LANDSCAPE CONTRACTORS INC	PPM LANDSCAPE CONTRACTORS INC	TOWNSHIP WIDE CHIPPING IN RESP	67,362.50
08/18/2026	203755	RANDALL MASCHARKA	RANDALL MASCHARKA	PHOTOGRAPHY SERVICES	1,150.00
08/18/2026	203756	RELIABLE MOBILE WELDING	RELIABLE MOBILE WELDING	RAILING ON LANDING OF COURT EN	750.00
08/18/2026	203757	ROBERT ACTON	ROBERT ACTON	ROBERT ACTON CONTRACTUAL INSPE	1,600.00
08/18/2026	203758	ROTO-ROOTER	ROTO-ROOTER	EMERGENCY HYDRO JET AND REPAIR	1,250.00
			ROTO-ROOTER	SERVICE CALL TO FRONT 9 BATHRO	150.00
					1,400.00
08/18/2026	203759	SAM'S CLUB DIRECT	SAM'S CLUB DIRECT	OPERATING SUPPLIES AND FOOD AN	310.04
			SAM'S CLUB DIRECT	OPERATING SUPPLIES AND FOOD AN	271.14
					581.18
08/18/2026	203760	SERVICE ELECTRIC	SERVICE ELECTRIC	ELECTRICAL SUPPLIES TO REPAIR	8.24
			SERVICE ELECTRIC	ELECTRICAL SUPPLIES TO REPAIR	149.44
					157.68
08/18/2026	203761	SHAUN HOLLAND	SHAUN HOLLAND	DRIVER REIMBURSEMENT	20.00
08/18/2026	203762	SHERWIN WILLIAMS COMPANY	SHERWIN WILLIAMS COMPANY	PARKS AND GROUNDS - PAINT - FO	304.70
08/18/2026	203763	SHRADER TIRE & OIL	SHRADER TIRE & OIL	FLAT REPAIR ON VEHICLE #714	45.94

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
08/18/2026	203764	SITEONE LANDSCAPE SUPPLY, LLC	SITEONE LANDSCAPE SUPPLY, LLC	IRRIGATION HEAD INTERNALS 700	1,025.30
			SITEONE LANDSCAPE SUPPLY, LLC	PARKS & GROUNDS - BACK PACK SP	840.86
			SITEONE LANDSCAPE SUPPLY, LLC	PARKS & GROUNDS - WHITE CHALK	389.09
			SITEONE LANDSCAPE SUPPLY, LLC	PARTS FOR IRRIGATION REPAIR #8	557.11
					2,812.36
08/18/2026	203765	SPARTAN DISTRIBUTORS	SPARTAN DISTRIBUTORS	VOLATAGE REGULATOR, STARTER AN	738.67
			SPARTAN DISTRIBUTORS	LINK ASSEMBLY KITS - TORO MOWE	1,042.57
					1,781.24
08/18/2026	203766	SPICER GROUP	SPICER GROUP	COMMUNITY CENTER CDBG CONSTRUC	304.00
			SPICER GROUP	2026 GENERAL GRANT ASSISTANCE	986.00
					1,290.00
08/18/2026	203767	STEPHEN BROWN	STEPHEN BROWN	STEVE BROWN CONTRACTUAL INSP J	1,400.00
08/18/2026	203768	STERICYCLE INC	STERICYCLE INC	STERI-SAFE BUDGET SUBSCRIPTION	296.69
08/18/2026	203769	TANZANIA CUMMINGS	TANZANIA CUMMINGS	REFUND LOONFEATHER SHELTER	200.00
08/18/2026	203770	TARGET SPECIALTY PRODUCTS	TARGET SPECIALTY PRODUCTS	FERTILIZER FOR GREENS LATE SUM	986.80
			TARGET SPECIALTY PRODUCTS	FERTILIZER AND PLANT PROTECTAN	941.28
			TARGET SPECIALTY PRODUCTS	SOIL SURFACTANT FOR TEE APPS L	884.45
			TARGET SPECIALTY PRODUCTS	FERTILIZER FOR GREENS APPS LAT	931.70
			TARGET SPECIALTY PRODUCTS	SOIL SURFACTANT FOR GREENS APP	884.45
			TARGET SPECIALTY PRODUCTS	FUNGICIDE FOR GREENS LATE SUMM	999.44
			TARGET SPECIALTY PRODUCTS	FERTILIZER FOR GREENS APPS LAT	899.00
					6,527.12
08/18/2026	203771	TEESNAP LLC	TEESNAP LLC	ANNUAL PAYMENT TO TEESNAP FOR	11,000.00
08/18/2026	203772	TERMINIX	TERMINIX	PEST CONTROL SERVICES FOR GREE	108.65
08/18/2026	203773	TRANSUNION RISK & ALTERNATIVE	TRANSUNION RISK & ALTERNATIVE	MONTHLY SERVICE FEE FOR TLO SE	100.00
08/18/2026	203774	ULLIANCE	ULLIANCE	Q2 EAP PROGRAM FEE	1,239.00
			ULLIANCE	Q3 EAP PROGRAM FEE	1,239.00
					2,478.00
08/18/2026	203775	VARSITY FORD	VARSITY FORD	F350 CREW CAB PURCHASE - P & G	51,462.68
08/18/2026	203776	VICTORY LANE	VICTORY LANE	#79 FULL SERVICE OIL CHANGE	91.13
			VICTORY LANE	#709 HIGH MILEAGE OIL CHANGE	70.16
			VICTORY LANE	#714 HIGH MILEAGE OIL CHANGE	89.41
			VICTORY LANE	#705 HIGH MILEAGE OIL CHANGE	70.16
			VICTORY LANE	#99 Full Service Oil Change	59.83
					380.69
08/18/2026	203777	WASHTENAW COUNTY TREASURER#	WASHTENAW COUNTY TREASURER#	PSU AND OT CHARGES JUNE 2026	488,926.09
08/18/2026	203778	WASHTENAW COUNTY WATER RESOUR	WASHTENAW COUNTY WATER RESOUR	VERMIN MANAGEMENT SERVICES - 2	4,320.73
08/18/2026	203779	WEINGARTZ	WEINGARTZ	Parts for Toro Mower/Blower	214.69
			WEINGARTZ	PARKS & GROUNDS - 2 NEW CHAINS	687.98
			WEINGARTZ	PARKS & GROUNDS - PARTS TO REP	233.93
					1,136.60
08/18/2026	203780	WEST SHORE SERVICES, INC.	WEST SHORE SERVICES, INC.	2024 ANNUAL SIREN INSPECTIONS	4,800.00
08/18/2026	203781	WEX BANK	WEX BANK	WEX CREDIT CARD CHARGES ENDING	2,477.16
08/18/2026	203782	WITMER PUBLIC SAFELY GROUP, I	WITMER PUBLIC SAFELY GROUP, I	TRT GEAR FOR LYONS	593.70

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
08/18/2026	203783	YAMAHA MOTOR FINANCE CORPORAT	YAMAHA MOTOR FINANCE CORPORAT	2026 GOLF UTILITY CART LEASE	661.06
			YAMAHA MOTOR FINANCE CORPORAT	2026 GOLF CART LEASE	11,473.20
					12,134.26
08/18/2026	203784	YPSILANTI ACE HARDWARE	YPSILANTI ACE HARDWARE	MAINT. SUPPLIES - BATTERIES -	22.07
08/18/2026	203785	YPSILANTI TOWNSHIP PETTY CASH	YPSILANTI TOWNSHIP PETTY CASH	REIMBURSE COMMUNUITY CENTER'S	393.27
08/18/2026	203786	ZIA COMBS JR.	ZIA COMBS JR.	Youth Baseball Officiated 7/22	120.00

AP TOTALS:

Total of 89 Checks:	976,854.94
Less 0 Void Checks:	0.00
Total of 89 Disbursements:	976,854.94

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI
CHECK NUMBERS 77 - 95

A/P ACH

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
Bank AP AP					
08/21/2026	77(A)	ANN ARBOR CLEANING SUPPLY	ANN ARBOR CLEANING SUPPLY	CUSTODIAL SUPPLIES - 14B COURT	97.95
08/21/2026	78(A)	BARR ENGINEERING MICHIGAN LLC	BARR ENGINEERING MICHIGAN LLC	PROFESSIONAL SERVICES FROM 6/1	3,527.50
08/21/2026	79(A)	BILL CARR SIGNS, INC.	BILL CARR SIGNS, INC.	REPLACEMENT LEF PANELS LEC SIG	19,113.50
08/21/2026	80(A)	CARLISLE/WORTMAN ASSOCIATES	CARLISLE/WORTMAN ASSOCIATES	MASTER PLAN UPDATE	1,187.50
			CARLISLE/WORTMAN ASSOCIATES	PLANNING CONSULTATION MAY 2026	510.00
					1,697.50
08/21/2026	81(A)	COMMUNICATION SQUARE LLC	COMMUNICATION SQUARE LLC	MONTHLY OFFICE 365	4,912.91
08/21/2026	82(A)	DANCE WITH ELEGANCE	DANCE WITH ELEGANCE	DANCE & FITNESS CLASS INSTRUCT	245.00
08/21/2026	83(A)	FEDERAL ENERGY REGULATORY COM	FEDERAL ENERGY REGULATORY COM	ANNUAL CHARGES - FERC FY26	4,351.51
08/21/2026	84(A)	FIBER LINK	FIBER LINK	MISSDIG RESPONSE AND LOCATE SE	26.25
08/21/2026	85(A)	JEFFREY C. PASK	JEFFREY C. PASK	Video Production Services	300.00
08/21/2026	86(A)	JIBRIL NAEEM	JIBRIL NAEEM	MODERN DAY MARTIAL ARTS 7/22-8	532.00
08/21/2026	87(A)	LIFE AFTER INCARCERATION	LIFE AFTER INCARCERATION	LAITR COMMUNITY BEAUTIFICATION	12,600.00
08/21/2026	88(A)	MICHIGAN LINEN SERVICE, INC.	MICHIGAN LINEN SERVICE, INC.	LAUNDRY SERVICES	39.50
			MICHIGAN LINEN SERVICE, INC.	HOLMES RD LAUNDRY SERVICE FOR	18.50
			MICHIGAN LINEN SERVICE, INC.	COMMUNITY CENTER LAUNDRY SERVI	54.50
			MICHIGAN LINEN SERVICE, INC.	CIVIC CENTER LAUNDRY SERVICE F	95.10
			MICHIGAN LINEN SERVICE, INC.	ANNUAL LAUNDERING OF SHOP TOWE	24.00
			MICHIGAN LINEN SERVICE, INC.	ANNUAL LAUNDERING OF SHOP TOWE	24.00
			MICHIGAN LINEN SERVICE, INC.	LINEN SERVICE FOR STATION 3	190.40
			MICHIGAN LINEN SERVICE, INC.	LINEN SERVICE FOR STATION 3	86.26
			MICHIGAN LINEN SERVICE, INC.	LINEN SERVICE FOR STATION 4	85.03
			MICHIGAN LINEN SERVICE, INC.	LAUNDRY SERVICES	45.50
			MICHIGAN LINEN SERVICE, INC.	LEC LAUNDRY SERVICE FOR 2026	79.25
			MICHIGAN LINEN SERVICE, INC.	COMMUNITY CENTER LAUNDRY SERVI	54.50
			MICHIGAN LINEN SERVICE, INC.	CIVIC CENTER LAUNDRY SERVICE F	95.10
			MICHIGAN LINEN SERVICE, INC.	LINEN SERVICE FOR STATION 4	85.03
			MICHIGAN LINEN SERVICE, INC.	LINEN SERVICE FOR STATION 3	86.26
			MICHIGAN LINEN SERVICE, INC.	LINEN SERVICE FOR STATION 3	190.40
					1,253.33
08/21/2026	89(A)	MUNIVATE LLC	MUNIVATE LLC	BS&A CONSULT AND TRAINING	971.25
08/21/2026	90(A)	ORCHARD, HILTZ & MCCLIMENT IN	ORCHARD, HILTZ & MCCLIMENT IN	ENGINEERING REVIEW AND CONSTRU	350.00
			ORCHARD, HILTZ & MCCLIMENT IN	ENGINEERING REVIEW AND CONSTRU	350.00
			ORCHARD, HILTZ & MCCLIMENT IN	PSP REVIEW TRUE COMMUNITY CRED	1,014.00
			ORCHARD, HILTZ & MCCLIMENT IN	SKETCH PLAN REVIEW KALITTA TUR	1,110.00
			ORCHARD, HILTZ & MCCLIMENT IN	FSP REVIEW BAHA'I CENTER	1,067.00
			ORCHARD, HILTZ & MCCLIMENT IN	CE SERVICES ZIPPY	5,878.00
			ORCHARD, HILTZ & MCCLIMENT IN	FSP REVIEW CREEKSIDE NORTH	1,151.50
			ORCHARD, HILTZ & MCCLIMENT IN	PSP REVIEW HEWITT PLACE APARTM	253.50
			ORCHARD, HILTZ & MCCLIMENT IN	FSP REVIEW U-BOX WAREHOUSE	338.00
			ORCHARD, HILTZ & MCCLIMENT IN	MS4 PERMIT ASSISTANCE	660.00
					12,172.00
08/21/2026	91(A)	PARKWAY SERVICES, INC.	PARKWAY SERVICES, INC.	PORTABLE TOILET RENTAL - FORD	190.00
			PARKWAY SERVICES, INC.	PORTABLE TOILET RENTAL - FORD	1,220.00
					1,410.00
08/21/2026	92(A)	PRIORITY ONE EMERGENCY	PRIORITY ONE EMERGENCY	SHIRTS/PATCH APPLICATION FOR W	117.98
			PRIORITY ONE EMERGENCY	ORDINANACE OFFICER ROGALA UNIF	445.94

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
			PRIORITY ONE EMERGENCY	ORD OFFICER ROGALA WORK BOOTS	125.99
					689.91
08/21/2026	93(A)	RHETT REYES	RHETT REYES	RECOVERY COURT PAYROLL WEEK EN	1,056.00
			RHETT REYES	RECOVERY COURT PAYROLL WEEK EN	1,023.00
					2,079.00
08/21/2026	94(A)	SALADINO CONSTRUCTION COMPANY	SALADINO CONSTRUCTION COMPANY	CONCRETE SIDEWALK REPLACEMENT	9,065.00
			SALADINO CONSTRUCTION COMPANY	Concrete Sidewalk Replacement	10,175.00
					19,240.00
08/21/2026	95(A)	W.J. O'NEIL COMPANY	W.J. O'NEIL COMPANY	BOILER C REPAIRS	3,874.00
			W.J. O'NEIL COMPANY	CIVIC CENTER - NO AIR BLOWING	958.00
			W.J. O'NEIL COMPANY	CIVIC CENTER - TROUBLESHOOT AH	1,813.65
					6,645.65

AP TOTALS:

Total of 19 Checks:	91,865.26
Less 0 Void Checks:	0.00
Total of 19 Disbursements:	91,865.26

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI
CHECK NUMBERS 203679 - 203697

Hand Checks

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
Bank AP AP					
07/28/2026	203679	NIGEL SCHUH	NIGEL SCHUH	FINAL FIRE WITHHOLDING RELEASE	16,025.00
07/29/2026	203680	JALEN CHATFIELD	JALEN CHATFIELD	FINAL FIRE WITHHOLDING RELEASE	164,351.73
07/30/2026	203681	BLUE CROSS BLUE SHIELD OF MI	BLUE CROSS BLUE SHIELD OF MI	HEALTH INSURANCE - AUGUST 2026	198,064.51
			BLUE CROSS BLUE SHIELD OF MI	HEALTH INSURANCE - AUGUST 2026	40,858.84
			BLUE CROSS BLUE SHIELD OF MI	HEALTH INSURANCE - AUGUST 2026	914.30
					239,837.65
07/30/2026	203682	BLUE CROSS BLUE SHIELD OF MIC	BLUE CROSS BLUE SHIELD OF MIC	HEALTH INSURANCE - JULY 2026	48,716.96
07/30/2026	203683	CLEAR RATE COMMUNICATIONS, IN	CLEAR RATE COMMUNICATIONS, IN	ACCT. #4850408	263.09
07/30/2026	203684	COMCAST	COMCAST	ACCT. #8529 10 234 0884997	260.90
07/30/2026	203685	DELTA DENTAL PLAN OF MICHIGAN	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE - AUGUST 2026	14,094.79
			DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE - AUGUST 2026	33.52
					14,128.31
07/30/2026	203686	DTE ENERGY	DTE ENERGY	ACCT. #910000056663	84,839.95
07/30/2026	203687	STANDARD INSURANCE COMPANY	STANDARD INSURANCE COMPANY	LIFE & DISABILITY - AUGUST 202	5,781.66
07/30/2026	203688	STANDARD INSURANCE COMPANY	STANDARD INSURANCE COMPANY	VSP - AUGUST 2026	3,098.40
07/30/2026	203689	UNITED STATES POST OFFICE	UNITED STATES POST OFFICE	POSTAGE FOR FALL 2026 REC GUID	5,856.29
07/30/2026	203690	Y.C.U.A	Y.C.U.A	LIFT - STATION MAINT. FORD LK	96.95
			Y.C.U.A	LIFT - STATION MAINT. NORTH HY	361.62
			Y.C.U.A	LIFT STATION MAINT. TUTTLE HIL	288.78
			Y.C.U.A	LIFT - STATION MAINT. FORD BLV	124.34
					871.69
08/07/2026	203691	COMCAST	COMCAST	ACCT. #8529 10 234 0124352	114.26
08/07/2026	203692	COMCAST BUSINESS	COMCAST BUSINESS	COMCAST METRO-E SERVICE	19,091.67
08/07/2026	203693	DTE ENERGY	DTE ENERGY	ACCT. #9100 127 9344 4	67.64
			DTE ENERGY	ACCT. #9200 621 2917 5	30.94
			DTE ENERGY	ACCT. #9100 123 5216 7	50.46
			DTE ENERGY	ACCT. #9100 094 4215 3	78.90
			DTE ENERGY	ACCT. #9100 145 5663 3	49.58
			DTE ENERGY	ACCT. #9100 145 4272 4	30.37
			DTE ENERGY	ACCT. #9100 101 8703 7	65.47
			DTE ENERGY	ACCT. #9100 094 4244 3	17.41
			DTE ENERGY	ACCT. #9100 105 1991 6	37.94
					428.71
08/07/2026	203694	SALSBURY INDUSTRIES, INC	SALSBURY INDUSTRIES, INC	LOCKERS FOR STATION 1	6,118.10
08/07/2026	203695	VERIZON CONNECT FLEET USA	VERIZON CONNECT FLEET USA	ACCT. #100000159517	646.87
08/07/2026	203696	VERIZON WIRELESS	VERIZON WIRELESS	ACCT. #342201808-00001	537.63
08/07/2026	203697	Y.C.U.A	Y.C.U.A	ACCT. #206-336-920-007	170.50
			Y.C.U.A	ESTIMATED WATER REBATE FOR 202	2,205.00
					2,375.50

AP TOTALS:

Total of 19 Checks:	613,344.37
Less 0 Void Checks:	0.00
Total of 19 Disbursements:	613,344.37

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI
CHECK NUMBERS 142 - 142

Credit Cards

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
Bank CARDS COMERICA COMMERICAL CARD					
08/18/2026	142(E)	HUNTINGTON NATIONAL BANK	HOME DEPOT	ITEMS FOR PARKS	89.96
			CRAIN COMMUNICATIONS, INC	ANNUAL PRINT + DIGITAL SUBSCRI	249.00
			SAM'S CLUB DIRECT	WATER - SAFETY	95.52
			MERS	REGISTRATION FOR ANNUAL MERS M	570.00
			GORDON FOOD SERVICE INC.	OPERATING SUPPLIES AND FOOD AN	690.86
			GORDON FOOD SERVICE INC.	OPERATING SUPPLIES AND FOOD AN	611.79
			GORDON FOOD SERVICE INC.	OPERATING SUPPLIES AND FOOD AN	577.40
			GORDON FOOD SERVICE INC.	OPERATING SUPPLIES AND FOOD FO	123.97
			GORDON FOOD SERVICE INC.	FOOD FOR RESALE IN THE GOLF SH	101.98
			GORDON FOOD SERVICE INC.	FOOD AND BEVERAGE FOR RESALE I	699.36
			GORDON FOOD SERVICE INC.	FOOD AND BEVERAGE FOR RESALE I	479.83
			RUBBER STAMPS UNLIMITED INC	NOTARY SUPPLIES FOR JENIFER HU	76.38
			TRACTOR SUPPLY COMPANY	CIVIC CENTER - POND - BLUE DYE	376.24
			TRACTOR SUPPLY COMPANY	CIVIC CENTER - POND - BLUE DYE	381.54
			LOWE'S	MAINT. TOOL - ROTARY TRANSIT L	729.00
			DETROIT TIGERS TICKET DEPT.	AUG 13 SENIOR OUTING	1,456.00
			AUTO TOOL WORLD	EXHAUST FAN SHUTTERS	341.93
			CONCENTRA MEDICAL CENTERS	EMPLOYEE MEDICAL SERVICES	487.00
			CONCENTRA MEDICAL CENTERS	EMPLOYEE MEDICAL SERVICES	401.00
			CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT DRUG SCREENINGS	224.00
			DETROIT HISTORY TOURS LLC	MICHIGAN CENTRAL STATION TOUR	1,008.00
			FACEBOOK, INC.	DATA CENTER VIDEO PROMO	66.00
			IPS DRUG TESTING	MANDATORY RANDOM DRUG SCREENIN	45.00
			MENARDS, INC.	MAINT SUPPLIES	38.47
			MENARDS, INC.	MAINT SUPPLIES	52.44
			PACK N PARCEL	GROUND SHIPPING FOR OIL TEST T	22.65
			REBRANDLY	URL SHORTENER	389.00
			SCREENCONNECT SOFTWARE LLC	SCREENCONNECT RENEWAL	787.00
			ZORO	PPE FOR EMPLOYEES AND RESTOCK	214.99
			ZORO	PPE FOR EMPLOYEES AND RESTOCK	75.78
					11,462.09

CARDS TOTALS:

Total of 1 Checks:	11,462.09
Less 0 Void Checks:	0.00
Total of 1 Disbursements:	11,462.09

TREASURER'S REPORT

The Treasurer's Report will be distributed at the meeting

YPSILANTI TOWNSHIP
— OFFICE OF THE TREASURER —

MONTHLY TREASURER'S REPORT
STAN ELDRIDGE
JUNE 1, 2026 - JUNE 30, 2026

Account Name	Beginning Balance	Cash Receipts	Cash Disbursements	Ending Balance
101 - General Fund	8,909,545.62	2,550,002.85	2,253,279.28	9,206,269.19
101 - Payroll	237,021.13	1,015,893.47	1,002,615.55	250,299.05
101 - Willow Run Escrow	147,537.05	0.00	0.00	147,537.05
206 - Fire Department	5,842,474.21	264,176.99	480,906.26	5,625,744.94
208 - Parks Fund	8,350.10	0.00	565.17	7,784.93
213 - Roads/Bike Path/Rec/General Fund	3,355,447.38	94,929.77	133,506.89	3,316,870.26
216 - Fire Pension & OPEB Millage Fund	1,675,096.30	76,163.21	20.41	1,751,239.10
217 - Fire Special Millage Capital Fund	95,639.04	0.00	0.00	95,639.04
226 - Environmental Services	5,858,476.45	202,848.85	32,626.52	6,028,698.78
230 - Recreation	96,664.61	142,420.48	93,796.15	145,288.94
236 - 14-B District Court	221,474.59	54,097.33	138,007.08	137,564.84
244 - Economic Development	83,199.98	0.00	0.00	83,199.98
249 - Building Department Fund	1,206,465.23	87,033.75	65,639.22	1,227,859.76
250 - LDFA Tax	25,487.15	0.00	0.00	25,487.15
252 - Hydro Station Fund	1,479,633.68	46,189.02	75,353.23	1,450,469.47
266 - Law Enforcement Fund	22,637,344.33	470,841.23	577,581.09	22,530,604.47
284 - Opioid Settlement Fund	42,979.87	861.46	0.00	43,841.33
287 - Nuisance Abatement Fund	54,095.13	13,560.84	1,450.00	66,205.97
398 - LDFA 2006 Bonds	12,437.31	0.00	0.00	12,437.31
584 - Green Oaks Golf Course	310,185.83	170,867.23	87,483.22	393,569.84
597 - Compost Site	750,049.41	50,587.85	48,714.22	751,923.04
661 - Motor Pool	444,032.11	39.10	14,380.15	429,691.06
702 - General Tax Collection	96,817.69	6,410.96	67,781.40	35,447.25
703 - Current Tax Collections	15,758.01	0.00	0.00	15,758.01
707 - Bonds & Escrow/GreenTop	1,373,082.86	4,500.00	16,650.00	1,360,932.86
708 - Fire Withholding Bonds	750,507.93	23,590.96	0.00	774,098.89
GRAND TOTAL	**55,729,803.00**	**5,275,015.35**	**5,090,355.84**	**55,914,462.51**

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

Dedicated to Providing Top Quality, Cost Effective, and
Environmentally Safe Water and Wastewater Services to Our Customers

YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
TELEPHONE: 734-484-4600
WEBSITE: www.ycua.org

July 1, 2026

VIA EMAIL

Ms. Debra A. Swanson, Clerk
CHARTER TOWNSHIP OF YPSILANTI
7200 South Huron River Drive
Ypsilanti, Michigan 48197

Re: **Water and Sewer Rate Changes**

Dear Clerk Swanson:

Please be advised that the Board of Commissioners of the Ypsilanti Community Utilities Authority (YCUA) approved a recommendation to the Charter Township of Ypsilanti's Board of Trustees to increase the water and readiness-to-serve rate by 9.00% at their regular meeting on June 24, 2026. At the same meeting, the YCUA Board also approved a recommendation to the Charter Township of Ypsilanti's Board of Trustees to increase the sewer and readiness-to-serve rate by 2.00%. The combined effect of these rate adjustments will be a 5.75% increase in a Township Division customer's bimonthly bill. The Great Lakes Water Authority's (GLWA) increase to the Authority was 5.63%, which will take effect on July 1, 2026. The ordinances needed to approve these increases are attached, along with the supporting documentation.

The Authority's 2026/2027 annual budget and proposed rates reflect a continued commitment to investing in our system's infrastructure while managing a declining fund balance and the implementation of a new water rate methodology. Inability to access low-interest state loans for capital improvement projects in the Township, coupled with increased GLWA charges and rising maintenance costs, contributes to most of the increases in the 2026/2027 budget. Overall expenditures are estimated to increase by $0.59 million (~1.2%) over the 2025/2026 budget, with many budgeted items being reduced to minimize the overall increase.

Please place this item on the Township Trustees' agenda for their consideration at the July 21 and August 18, 2026, meetings. Please also forward the supporting material attached for their use in considering these ordinance adoption requests. Please contact me with any questions or concerns regarding this information by email at lblackburn@ycua.org or by phone at 734-484-4600 ext. 116.

Sincerely,

Luther Blackburn

LUTHER BLACKBURN, Executive Director
Ypsilanti Community Utilities Authority

Enclosures
cc w/encl.: YCUA Board of Commissioners
Ms. Brenda Stumbo, Charter Township of Ypsilanti
Mr. Stan Eldridge, Charter Township of Ypsilanti
Mr. Dwayne Harrigan, YCUA
Ms. Gail M. Thomas,
YCUA Mr. Matthew T. Jane, Pear Sperling Eggan & Daniels, PC

CHARTER TOWNSHIP OF YPSILANTI
ORDINANCE NO. 2026 -515

An ordinance to amend Chapter 62, Article IV, Section 62-76(a) of the Code of Ordinances, Charter Township of Ypsilanti, to adjust water service rates.

BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:

Chapter 62, Article IV, Section 62-76(a) of the Code of Ordinances is amended as follows:

(a) Except as otherwise provided in this section, water to be furnished by the system shall be measured by a meter controlled by the Ypsilanti Community Utilities Authority.

For all billings rendered prior to September 1, 2026, existing water service rates shall prevail. For all billings rendered on or after September 1, 2026, charges for water service rates shall be as follows, for each bimonthly (two-month) period:

(1) Readiness-to-serve rates based on size of meter:

Meter Size (inch)	Water Rate
5/8-3/4	$ 20.66
1	$ 51.65
1-1/2	$ 103.31
2	$ 165.30
3	$ 516.55
4	$ 1,033.10
6	$ 2,066.19
8	$ 3,615.84
10	$ 5,682.03
12	$ 6,715.13

(2) Commodity rate: $4.47 per 100 cubic feet

WITNESS: THE CHARTER TOWNSHIP OF YPSILANTI

_____
Brenda L. Stumbo, Supervisor

_____
Debra A. Swanson, Clerk

This Ordinance shall become effective upon the date of publication.

I, Debra A. Swanson, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, hereby certify that the foregoing Ordinance No. 2026-_____ consisting of (1) page was duly approved and adopted by the Charter Township of Ypsilanti Board of Trustees assembled at a meeting of said board held _____, 2026 after said ordinance had previously been introduced at a meeting of the board held _____, 2026. I further certify the motion to adopt was made by member _____ and seconded by member . The vote on the motion is as follows:

Yes: , _____, , _____ ,
name name name name name

No: , _____, _____ , ,
name name name name name

Debra A. Swanson, Clerk
Charter Township of Ypsilanti

PUBLISH:
Day, Month, Year

CHARTER TOWNSHIP OF YPSILANTI
ORDINANCE NO. 2026 - 516

An ordinance to amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to adjust sewage disposal rates.

BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:

Chapter 62, Article IV, Section 62-77 of the Code of Ordinances is amended as follows:

For all billings rendered prior to September 1, 2026, existing sewage disposal service rates shall prevail. For all billings rendered on or after September 1, 2026, charges for sewage disposal services shall be as follows, for each bimonthly (two-month) period:

(1) Readiness-to-serve rates based on size of meter:

Meter Size (inch)	Sewer Rate
5/8-3/4	$ 20.00
1	$ 49.99
1-1/2	$ 99.96
2	$ 159.95
3	$ 499.84
4	$ 999.67
6	$ 1,999.33
8	$ 3,498.83
10	$ 5,498.16
12	$ 6,497.83

(2) Commodity rate: $3.29 per 100 cubic feet

WITNESS: THE CHARTER TOWNSHIP OF YPSILANTI

_____
Brenda L. Stumbo, Supervisor

_____
Debra A. Swanson, Clerk

This Ordinance shall become effective upon the date of publication.

I, Debra A. Swanson, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, hereby certify that the foregoing Ordinance No. 2026-_____ consisting of (1) page was duly approved and adopted by the Charter Township of Ypsilanti Board of Trustees assembled at a meeting of said board held _____, 2026 after said ordinance had previously been introduced at a meeting of the board held _____, 2026. I further certify the motion to adopt was made by member _____ and seconded by member . The vote on the motion is as follows:

Yes: , _____, , _____ ,
name name name name name

No: , _____, _____ , ,
name name name name name

Debra A. Swanson, Clerk
Charter Township of Ypsilanti

PUBLISH:
Day, Month, Year

YCUA Township Division

	water	sewer	Total
Current			
Ready to Service	$18.96	$19.60	$38.56
Commodity rate (per unit)	$4.10	$3.23	$7.32

Average User residential

10 units(7,480 gallons) per 2 month billing cycle	water	sewer	Total
Ready to Service	$18.96	$19.60	$38.56
10 units	$40.98	$32.26	$73.24
Total	$59.94	$51.86	$111.80

Effect on average Township customers with a proposed 9% water rate increase, a sewer rate increase of 2%. Combined effect is a 5.75% increase.

	water	sewer	Total
PROPOSED: September 1, 2026			
Ready to Service	$ 20.66	$ 20.00	$40.66
Commodity rate (per unit)	$ 4.47	$ 3.29	$7.76

Average User residential (proposed)

10 units(7,480 gallons) per 2 month billing cycle	water	sewer	Total
Ready to Service	$20.66	$20.00	$40.66
10 units	$44.67	$32.90	$77.57
Total	$65.33	$52.90	$118.23
Increase in bill			$ 6.43
Percent Change	9.00%	2.00%	5.75%

YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
TELEPHONE: 734-484-4600
WEBSITE: www.ycua.org

2026-27 Budget Highlights

The Authority's 2026/2027 annual budget reflects a continued commitment to investing in our system's infrastructure while managing a declining fund balance and the implementation of a new water rate methodology. Revenue is estimated to be $52.97 million with expenditures of $51.98 million (*includes depreciation but does not include debt service*). Please find below various highlights and factors that the Authority considered in developing this year's annual budget.

- Water sales demonstrate a relatively flat consumption over the last 5 years (usage in MCF or 1000 cubic feet):

Fiscal Year	Sales (MCF)	% Change from Prior Year	Purchased	% Change from Prior Year	Water Loss (%)
2021	461,623	-1.50%	478,318	-1.18%	2.02%
2022	478,329	3.62%	504,391	5.45%	8.48%
2023	472,151	-1.29%	491,830	-2.49%	2.75%
2024	456,602	-3.29%	469,603	-4.52%	-0.54%
2025	463,828	1.58%	494,176	5.23%	7.60%
	Current YTD	-1.6%			

- Based upon year-to-date usage, we are projecting 2026 water usage to come in at 454,000 MCF.

- Increased GLWA, maintenance supplies, and professional service costs contribute to most of the increases in the 2026/2027 budget. Overall expenditures are estimated to increase by $0.59 million (~1.2%) over the 2025/2026 budget, with many budgeted items being reduced to minimize the overall increase. GLWA increased YCUA's water service charges by 5.63%, which will become effective July 1, 2026.

- Planned capital acquisitions include the following:

Merritt Generator	$500,000
Road Repairs	$750,000
Fleet Vehicles	$400,000
WWTP Improvements	$1M (Grit Scum System & EQ Basin Repairs)
WW Pump Stations	$850,000

- Current and upcoming capital improvement projects include (~$26.9M):

Clark Road Pump Station Improvements – Township (construction phase) ~ $1.59M
Ellsworth Storage Tank Improvements – Township (construction phase) ~ $0.87M
Water Meter Upgrades – Township Phase I (construction phase) ~ $2.67M

Water Meter Upgrades – City (construction phase) ~ $2.28M
Primary Switchgear Replacement – WRRF (construction phase) ~ $3.92M
Harriet Street Phase II Water Main Replacement – City (construction phase) ~ $0.92M
West Primary Tanks Mechanism Replacement – WRRF (bidding phase) ~ $4.5M
Solids Process Building Electrical Upgrades – WRRF (bidding phase) ~ $6.5M
Lead Service Line Replacement (design phase)
City of Ypsilanti ~ $2,625,000
Charter Township of Ypsilanti ~ $1,050,000

- Principal due on debt payments in FY 26/27 is $6.135M. Over the next 5 years, ~ $1.68M worth of debt payments will drop off (City: $0.83M / Twp $0.63M / Shared $0.22M):

FY 26/27	DWRF 7215-01, final payment for $23,953 (City) 2016 Series, final payment for $581,400 (City) 2013 Water, final payment for $193,800 (City)
FY 27/28	DWRF 7174-01, final payment for $126,403 (Twp)
FY 28/29	DWRF 7247-01, final payment for $69,066.68 (Twp) DWRF 7248-01, final payment for $24,556.16(City) DWRF 7249-01, final payment for $9,141.86 (City) DWRF 7263-01, final payment for $16,773.08 (Twp)
FY 29/30	No debt payments drop off
FY 30/31	2003 Water Supply #4, final payment for $385,000 (Twp) CWSRF 5426-01, final payment of $46,000 (Shared) CWSRF 5334-01, final payment of $170,000 (Shared) CWSRF 5336-01, final payment of $32,000 (Twp)

- Upcoming debt payments on current or upcoming capital improvement projects include:

New Debt					
Project Number	*Description*	*Bond Ceiling*	*Amount Drawn*	*Projected Pmts*	*Type*
5678	Aeration Blowers	$ 3,525,000	$ 3,252,292.90	$ 210,000	Regional WRRF
5759	Priamry Switchgear	$ 3,125,000	$ 2,548,727.00	$ 190,000	Regional WRRF
5784	State St Pump Station	$ 3,235,000	$ 2,686,354.76	$ 195,000	Twp Sewer
5787	Headworks Odor Control & UV	$ 10,335,500	$ 9,764,692.00	$ 600,000	Regional WRRF
7729	Harriet St & Meters	$ 2,424,000	$ 50,000.00	$ 140,000	City Water
7902	Harriet St Phase 2	$ 1,140,000	$ -	$ 70,000	City Water
5788	Primary Clarifiers & SB Electrical	$ 11,000,000	$ -	$ 750,000	Regional WRRF
				$ 2,155,000	

- **For the 2026/2027 Budget, we propose a 9.00% increase in water rates and a 2.00% increase in sewer rates for the Township:**

  Township Customers: For an average bill (10 units of usage), the bi-monthly cost would be $118.23. This is an increase of $6.43 per bill or $3.21 per month.

- **For the 2026/2027 Budget, we propose a 7.00% decrease in water rates and a 2.00% increase in sewer rates for the City:**

  City Customers: For an average bill (10 units of usage), the bi-monthly cost would be $141.83. This is a decrease of $5.17 per bill or $2.58 per month.

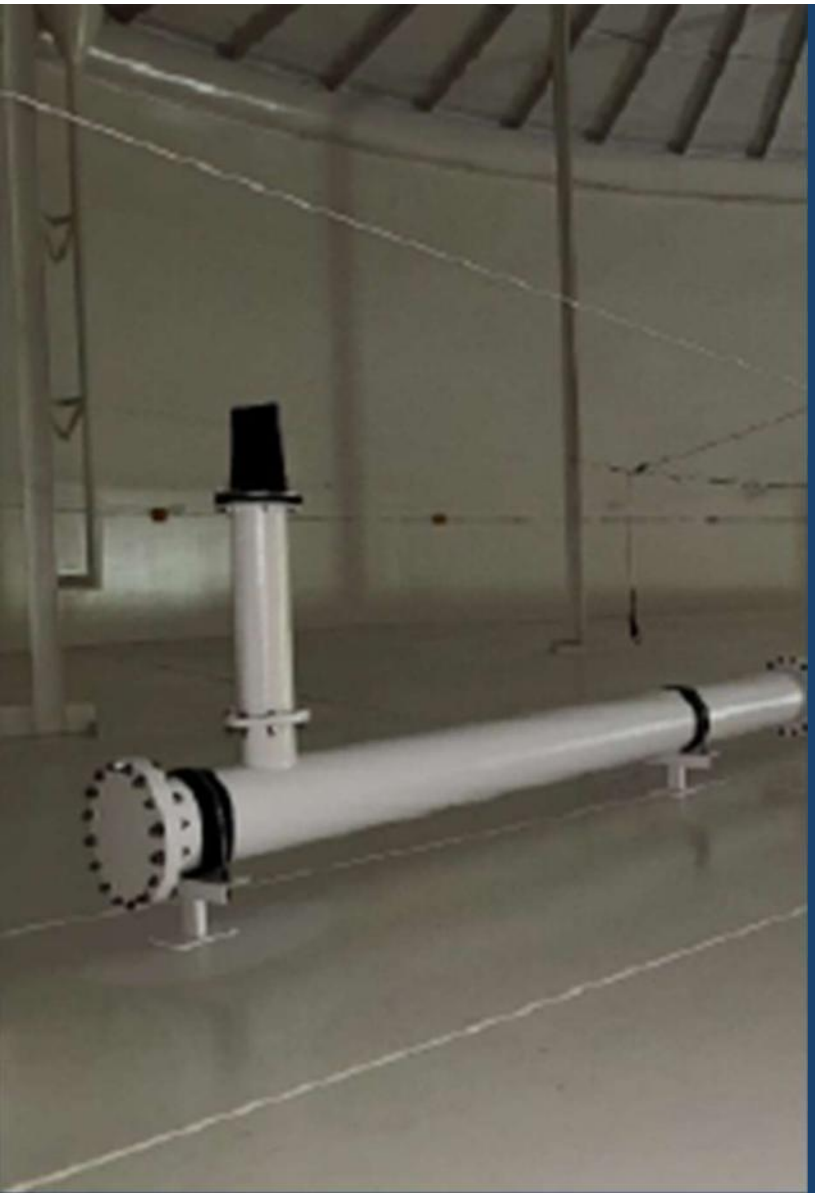
YPSILANTI COMMUNITY UTILITIES AUTHORITY

Environmental Leaders

YCUA

www.ycua.org

Fiscal Year 2026-27 Budget



Budget Highlights

- The Authority's 2026/2027 annual budget reflects a continued commitment to investing in our system's infrastructure while managing a declining fund balance and the implementation of a new water rate methodology. Revenue is estimated to be $52.97 million with expenditures of $51.98 million.
- Increased GLWA, maintenance supplies, and professional service costs contribute to most of the increases in the 2026/2027 budget. Overall expenditures are estimated to increase by $0.59 million (~1.2%) over the 2025/2026 budget, with many budgeted items being reduced to minimize the overall increase. GLWA increased YCUA's water service charges by 5.63%, which will become effective July 1, 2026.

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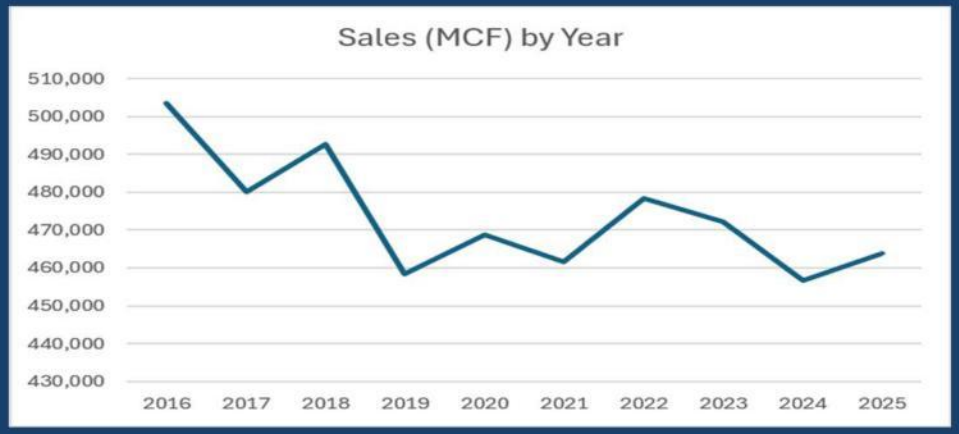
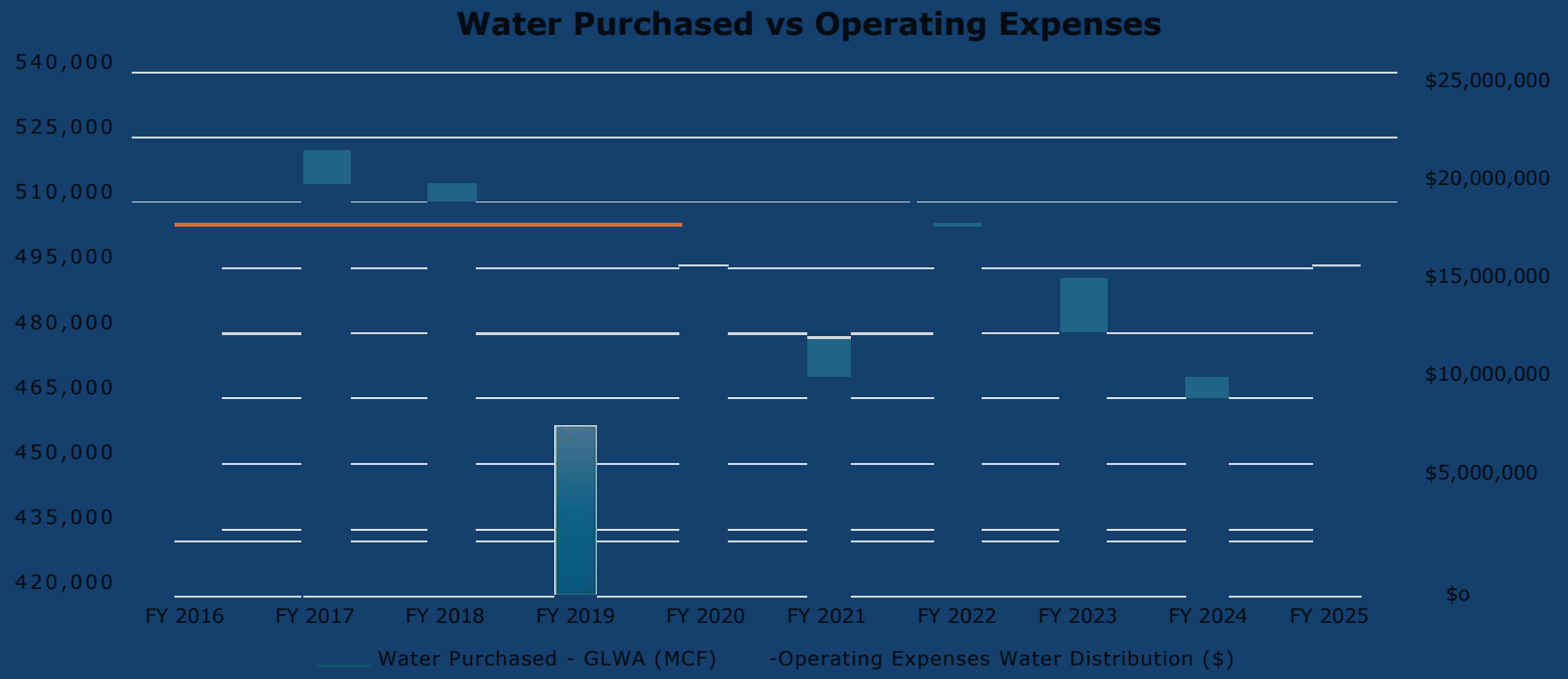
2025	463,828	1.58%	494,176	5.23%	7.60%



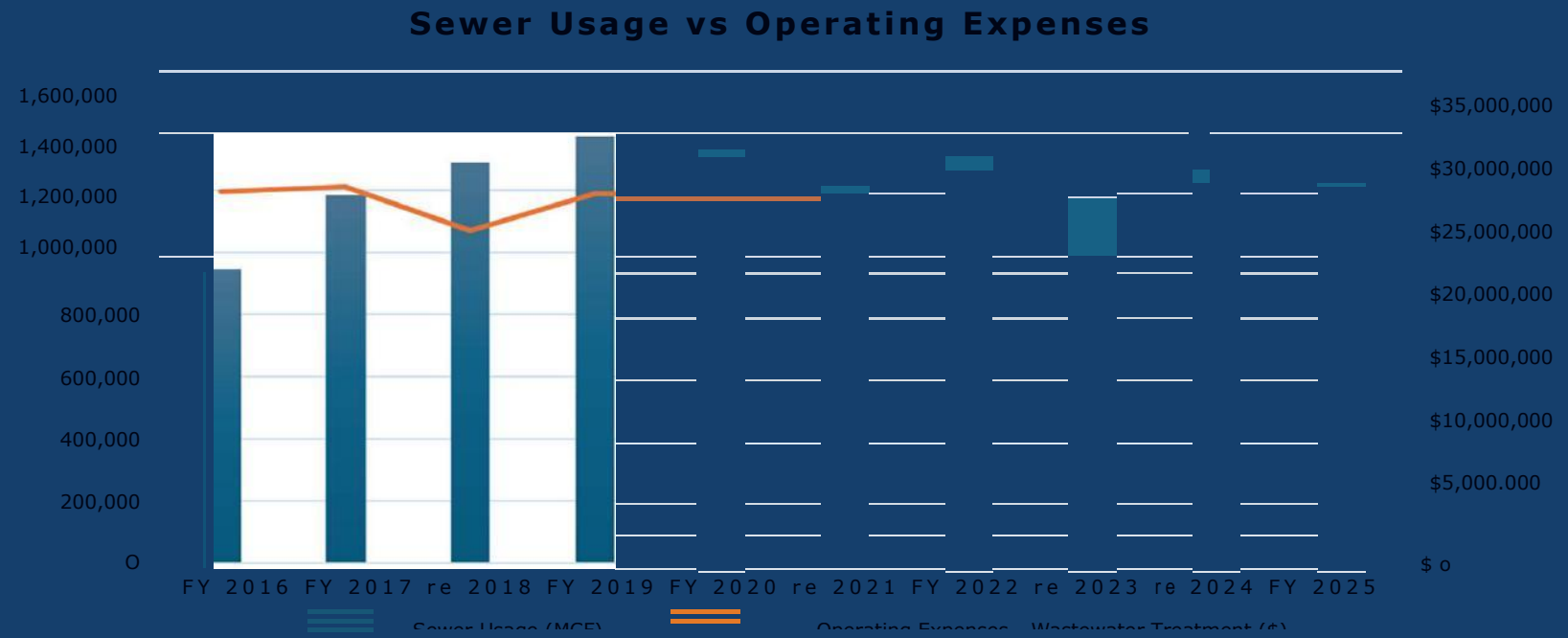
Water Consumption Forecast

- Water sales demonstrate a relatively flat consumption over the last 5 years (usage in MCF or 1000 cubic feet).
- Additional analysis required on elevated water loss. Loss may be attributed to new GLWA meters.
- Based upon year-to-date usage, we are projecting water usage to come in at 454,000 MCF. Current YTD usage is down 1.6% from last year.

Consumption vs Operating Expenses (Water)



Consumption vs Operating Expenses (Sewer)



Non-Bonded Capital Expenditures

- Planned capital acquisitions include the following:

V	Merritt Generator	$500,000
V	Road Repairs	$750,000
V	Fleet Vehicles	$400,000
V	WW Pump Stations	$850,000
V	WWTP Improvements	$1M (includes Grit Scum System & EQ Basin Repairs)

Capital Projects

- Current & upcoming capital improvement projects include the following:
  - Clark Road Pump Station - Twp (construction phase) ~ $1.59M
  - Ellsworth Storage Tank – Twp (construction phase) ~ $0.87M
  - Water Meters – Twp Phase I (construction phase) ~ $2.67M
  - Water Meters – City (construction phase) ~ $2.28M
  - Switchgear – WRRF (construction phase) ~ $3.92M
  - Harriet Street Phase II – City (construction phase) ~ $0.92M
  - West Primary Tanks – WRRF (bidding phase) ~ $4.5M
  - Solids Process Electrical – WRRF (bidding phase) ~ $6.5M
  - Lead Service Line Replacement (design phase)
    - City of Ypsilanti ~ $2,625,000
    - Charter Township of Ypsilanti ~ $1,050,000

Bond Payments

- Principal due on debt payments in FY 26/27 is $6.135M. Over the next 5 years, ~ $1.68M worth of debt payments will drop off (City: $0.83M / Twp $0.63M / Shared $0.22M):

○ FY 26/27	DWRF 7215-01, final payment for $23,953 (City)
	2016 Series, final payment for $581,400 (City)
	2013 Water, final payment for $193,800 (City)
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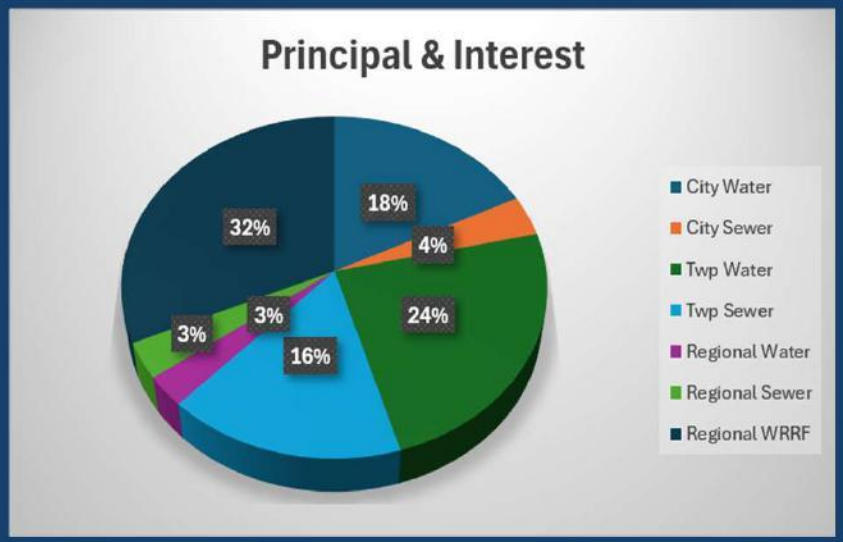
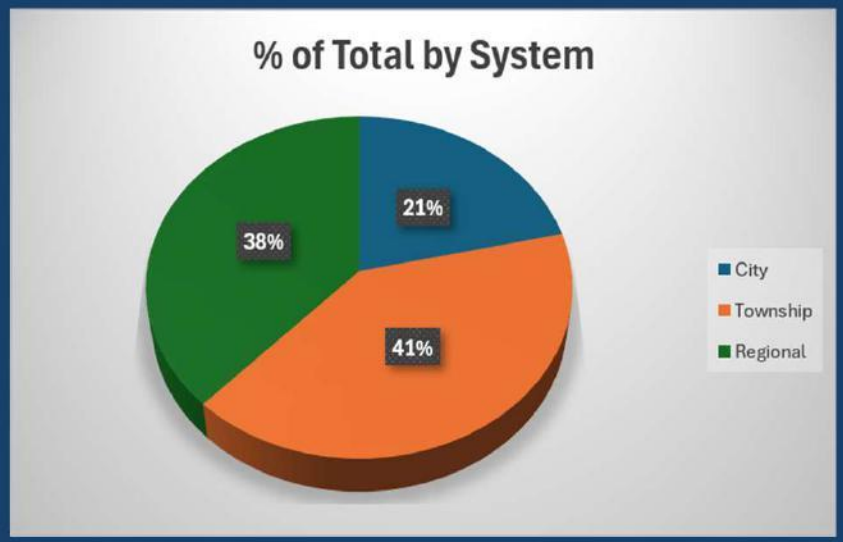
○ FY 28/29	DWRF 7247-01, final payment for $69,066.68 (Twp)
	DWRF 7248-01, final payment for $24,556.16(City)
	DWRF 7249-01, final payment for $9,141.86 (City)
	DWRF 7263-01, final payment for $16,773.08 (Twp)
○ FY 29/30	No debt payments drop off
○ FY 30/31	2003 Water Supply #4, final payment for $385,000 (Twp)
	CWSRF 5426-01, final payment of $46,000 (Shared)
	CWSRF 5334-01, final payment of $170,000 (Shared)
	CWSRF 5336-01, final payment of $32,000 (Twp)

Upcoming Bonds

New Debt					
Project Number	***Description***	***Bond Ceiling***	***Amount Drawn***	***Projected Pmts***	***Type***
5678	Aeration Blowers	$ 3,525,000	$ 3,252,292.90	$ 210,000	Regional WRRF
5759	Priamry Switchgear	$ 3,125,000	$ 2,548,727.00	$ 190,000	Regional WRRF
5784	State St Pump Station	$ 3,235,000	$ 2,686,354.76	$ 195,000	Twp Sewer
5787	Headworks Odor Control & UV	$ 10,335,500	$ 9,764,692.00	$ 600,000	Regional WRRF
7729	Harriet St & Meters	$ 2,424,000	$ 50,000.00	$ 140,000	City Water
7902	Harriet St Phase 2	$ 1,140,000	$ -	$ 70,000	City Water
5788	Primary Clarifiers & SB Electrical	$ 11,000,000	$ -	$ 750,000	Regional WRRF
				$ 2,155,000	

Bond Allocation





YCUA
QUALITY WATER

Pittsfield Township
Water Rate Model

200-12758-25007
June 4, 2026

TETRA TECH

Water Rate Methodology

- Prompted by the expiration of Pittsfield Township's Water Service Contract
- The utility basis of determining revenue requirements is mandated for all investor-owned utilities and for most municipal systems under the jurisdiction of state commissions or other regulatory bodies. It is also an appropriate method for determining the costs of service applicable to non-Owner customers. As the Owner of the facilities, YCUA is entitled to a reasonable return on its investment to provide the water system infrastructure required to serve the non-Owner customers.
- Major undertaking to refine debt and cost allocations

Water & Sewer Rates

- For the 2026/2027 Budget, we propose a 9.00% increase in water rates and a 2.00% increase in sewer rates for the Township:

  Twp Customers: For an average bill (10 units of usage), the bi-monthly cost would be $118.23. This is an increase of $6.43 per bill or $3.21 per month.

- For the 2026/2027 Budget, we propose a 7.00% decrease in water rates and a 2.00% increase in sewer rates for the City:

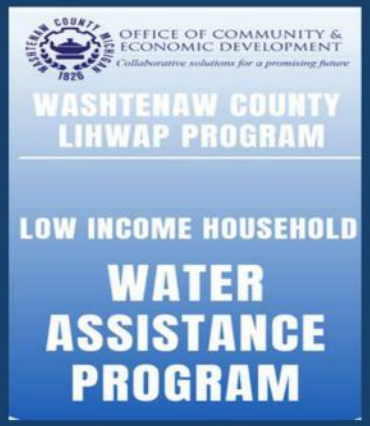
  City Customers: For an average bill (10 units of usage), the bi-monthly cost would be $141.83. This is a decrease of $5.17 per bill or $2.58 per month.

Financial Assistance

- The Water Residential Assistance Program (WRAP) provides funding to eligible, low-income households. Funding is provided by the Great Lakes Water Authority and is administered in partnership with local community action agencies.

- The Low Income Household Water Assistance Program (LIHWAP) provides assistance with paying past-due water bills. LIHWAP can provide up to $650 in direct payment assistance to eligible customers.

- Ypsilanti Township offers residents a $40 rebate for water bill assistance.



QUESTIONS?

ORDINANCE NO. 2026 –516

An ordinance to amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to adjust sewage disposal rates.

BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:

Chapter 62, Article IV, Section 62-77 of the Code of Ordinances is amended as follows:

For all billings rendered prior to September 1, 2026, existing sewage disposal service rates shall prevail. For all billings rendered on or after September 1, 2026, charges for sewage disposal services shall be as follows, for each bimonthly (two-month) period:

(1) Readiness-to-serve rates based on size of meter:

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8	$ 3,498.83
10	$ 5,498.16
12	$ 6,497.83

(2) Commodity rate: $3.29 per 100 cubic feet

WITNESS: THE CHARTER TOWNSHIP OF YPSILANTI

Brenda L. Stumbo, Supervisor

Debra A. Swanson, Clerk

This Ordinance shall become effective upon the date of publication.

I, Debra A. Swanson, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, hereby certify that the foregoing Ordinance No. 2026-516 consisting of (1) page was duly approved and adopted by the Charter Township of Ypsilanti Board of Trustees assembled at a meeting of said board held August 18, 2026 after said ordinance had previously been introduced at a meeting of the board held July 21, 2026. I further certify the motion to adopt was made by member_____ and seconded by member . The vote on the motion is as follows:

Yes: , _____ , , _____ ,
name name name name name

No: , _____ , _____, ,
name name name name name

Debra A. Swanson, Clerk
Charter Township of Ypsilanti

PUBLISH:
Day, Month, Year

ORDINANCE NO. 2026 – 515

An ordinance to amend Chapter 62, Article IV, Section 62-76(a) of the Code of Ordinances, Charter Township of Ypsilanti, to adjust water service rates.

BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:

Chapter 62, Article IV, Section 62-76(a) of the Code of Ordinances is amended as follows:

(a) Except as otherwise provided in this section, water to be furnished by the system shall be measured by a meter controlled by the Ypsilanti Community Utilities Authority.

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3	$ 516.55
4	$ 1,033.10
6	$ 2,066.19
8	$ 3,615.84
10	$ 5,682.03
12	$ 6,715.13

(2) Commodity rate: $4.47 per 100 cubic feet

WITNESS: THE CHARTER TOWNSHIP OF YPSILANTI

Brenda L. Stumbo, Supervisor

Debra A. Swanson, Clerk

This Ordinance shall become effective upon the date of publication.

I, Debra A. Swanson, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, hereby certify that the foregoing Ordinance No. 2026- 515 consisting of (1) page was duly approved and adopted by the Charter Township of Ypsilanti Board of Trustees assembled at a meeting of said board held August 18, 2026 after said ordinance had previously been introduced at a meeting of the board held July 21, 2026. I further certify the motion to adopt was made by member _____ and seconded by member . The vote on the motion is as follows:

Yes: , _____ , , _____ ,
name name name name name

No: , _____ , _____, ,
name name name name name

Debra A. Swanson, Clerk
Charter Township of
Ypsilanti

PUBLISH:
Day, Month, Year

14-B DISTRICT COURT

7200 SOUTH HURON RIVER DRIVE
YPSILANTI, MICHIGAN 48197-7099

CRIMINAL/TRAFFIC (734) 483-1333
CIVIL (734) 483-5300
FAX (734) 483-3630

HON. ERANE C. WASHINGTON
DISTRICT COURT JUDGE

HILARY B. BRALEY
MAGISTRATE

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Hilary Braley, Court Administrator/Magistrate

Date: July 20, 2026

RE: Request Board approval to enter into a new participation agreement with i3 Verticals, LLC and to pay the one-time licensing fee of fifteen dollars ($15.00), budgeted in line item #236-286-819.006.

The State Court Administrative Office (SCAO) is actively working to implement MiFILE in all trial courts statewide. The agreement with i3 Verticals is required for the Court to move forward with the MiFILE process, and MiFILE is required by the State. 14B's mandatory go-live date is expected to be in September.

This request is to enter into a Payment Processing and License Agreement with i3 Verticals, LLC in order to proceed with MiFILE implementation. The service provided is online payment system integration with MiFILE, which is an electronic filing (e-filing) system implemented by the Michigan State Court Administrative Office in partnership with the Michigan Judicial Branch.

Thank you.

Hilary Braley, Court Administrator/Magistrate

PAYMENT PROCESSING AND LICENSE AGREEMENT FOR PUBLIC SECTOR SPONSORED MERCHANTS

This Payment Processing and License Agreement for Public Sector Sponsored Merchants ("**Agreement**") sets forth the terms and conditions that govern the Merchant Services to be provided by i3 Verticals, LLC ("**Provider**") to its registered public sector customers (each a "**Sponsored Merchant**"). This Agreement also sets forth a license grant from Provider to Sponsored Merchant that permits this use of Provider's Proprietary Software.

Upon Provider's acceptance of Sponsored Merchant's Application and execution of this Agreement, Provider (i) will provide Sponsored Merchant with the Merchant Services to facilitate Sponsored Merchant's acceptance of certain electronic payments for the payment of goods and services provided to Sponsored Merchants' customers, and (ii) grants Sponsored Merchant a license to access and use Provider's Proprietary Software. In consideration of Sponsored Merchant's receipt of electronic payments processing services and participation in programs affiliated with MasterCard International Inc. **("MasterCard**"), VISA U.S.A. Inc ("**VISA**"), Discover Financial Services, LLC ("**Discover**"), and Other Networks, Sponsored Merchant is required to comply with the applicable Operating Regulations as they pertain to applicable Card payments. All capitalized terms used in this Agreement shall have the meanings given to them herein or in Appendix A attached to this Agreement.

For good and valuable consideration, Provider and Sponsored Merchant agree as follows:

1. The Merchant Services; Proprietary Software License.
   1.1. Merchant Services. Provider is a registered PSP and Payment Facilitator as provided by the Operating Regulations. Pursuant to the terms of the Sponsored Merchant Agreement, Provider will acquire, process, and settle payment transactions initiated by Sponsored Merchant's Payors, by means of Instruction Based Funding. Such acquiring, processing, and settlement shall be made in accordance with the Operating Regulations using the channels set forth in the Sponsored Merchant Application, which include credit/debit card and EFT (electronic funds transfer) payments, including ACH (and PayPal® and Venmo® where available). Subject to the accuracy of information and data and processing delays and risk holds, Provider, as a Payment Facilitator, will cause Payments to be made to Sponsored Merchant. Processor will periodically transfer Payments to Sponsored Merchant's Bank Account based upon instructions provided by Provider via Instruction Based Funding. Sponsored Merchant's use of a PayPal or Venmo where available will be subject to PayPal's separate terms and conditions.
   1.2. Proprietary Software License. Subject to Sponsored Merchant's compliance with the Sponsored Merchant Agreement (including payment of the license fee in Section 10 below), Provider hereby grants Sponsored Merchant a limited, non-exclusive, non-transferable, during the Term to access and use the Proprietary Software solely in accordance with applicable documentation and Provider's instructions. Sponsored Merchant acknowledges that Provider owns all rights, title and interest in and to the Proprietary Software (including all intellectual property therein), and Sponsored Merchant's rights in or to the Proprietary Software are expressly limited to the license rights set forth in the first sentence of this Section 1.2.
2. Authorization. Sponsored Merchant authorizes Provider to perform underwriting and screening of Sponsored Merchant's Application and acknowledges that Provider has sole discretion regarding underwriting, risk, and compliance decisions ("**Underwriting Policies**"), including any decision of whether to provide Merchant Services to Sponsored Merchant. Sponsored Merchant authorizes Provider to conduct checks of Sponsored Merchant's background, credit, or banking information, as necessary, and agrees that all information obtained under the Sponsored Merchant Agreement may be shared with an Association. While assessing Sponsored Merchants' Application, Provider may grant Sponsored Merchant preliminary access to the Merchant Services. Provider requires a holding period before making an initial payment to Sponsored Merchant. Provider reserves the right to suspend or terminate the Merchant Services and/or Sponsored Merchant's right to use the Proprietary Software, in whole or in part, at any time if Provider determines that Sponsored Merchant's activities (a) violate Provider's Underwriting Policies, Operating Regulations, Applicable Laws, or the Sponsored Merchant Agreement; (b) are listed on the "Restricted Businesses List" as defined by OFAC; or (c) otherwise reflect negatively on the brand or reputation of Provider, Processor or Member Bank. Sponsored Merchant authorizes Provider and Acquirer to facilitate the debiting and crediting of the Bank Account described in Sponsored Merchant's Application, for purposes of processing and depositing Payments to Sponsored Merchant's Bank Account, debiting from Sponsored Merchant's Bank Account any chargebacks, refunds, or reversals, and debiting any fees or charges owed to Provider. Sponsored Merchant agrees to keep this bank information up-to-date with Provider at all times. Failure to keep Provider and Acquirer updated with accurate information and data (including Bank Account information) may result in Payments being misdirected, withheld, delayed, or returned to Payors. Provider shall not be liable for any damages, fees, or penalties, directly or indirectly, resulting from inaccurate or incorrect bank or other processing information from Sponsored Merchant.
3. Sponsored Merchant Responsibilities.
   3.1. Sponsored Merchant will permit Provider to perform risk monitoring functions as required by the Operating Regulations and the applicable Acquirer's and Processor's rules, regulations, guidelines, codes, and terms, as amended from time to time, which are consistent with the Operating Regulations.
   3.2. Sponsored Merchant will notify Provider immediately of any Payor disputes or other matters that require escalation to Processor and immediately forward any notices received by Sponsored Merchant concerning a disputed Payment transaction.
   3.3. Sponsored Merchant will ensure that only sales transactions produced as the direct result of bona fide sales to Payors for such identified products and/or services are completed and delivered to Provider for Payment Processing.
   3.4. Sponsored Merchant will restrict access to ID's and passwords to access the Merchant Services and

will disclose such IDs and passwords only to its employees and agents on an as-needed, need-to-know basis, and as necessary for the use of the Merchant Services.

3.5. Sponsored Merchant is solely responsible for the protection and security of Sponsored Merchant's and Payor data and information residing on the systems and servers owned, controlled, or operated by Sponsored Merchant. Sponsored Merchant will comply with all Applicable Laws, including without limitation applicable state and federal privacy laws. Sponsored Merchant agrees not to use, disclose, sell, share, allow access to, or disseminate any Cardholder or Card information obtained in connection with any Payment or the Merchant Services, except for sole purpose of authorizing, completing, processing, and settling Card and Payment transactions and resolving chargebacks, retrieval requests or similar issues involving Card transactions. Sponsored Merchant acknowledges that neither Provider nor Acquirer shall be liable for any improperly processed transaction, inaccurate information, or illegal, unauthorized, or fraudulent access to Sponsored Merchant's Bank Account, personal consumer information, Sponsored Merchant's IDs and passwords, any Payment or Card data, or transaction data.

3.6. Sponsored Merchant acknowledges and agrees that it is responsible for its officers', directors', consultants', employees' and representatives' actions, and Sponsored Merchant will promptly notify Provider of any third party that obtains or will have access to Cardholder data. Sponsored Merchant will immediately report all instances of any Payor, Card, or other privacy data breach to Provider within forty-eight (48) hours of knowledge of or suspected breach or security incident, which involves or may involve Cardholder information or data, Card information, or other consumer privacy breach or default.

3.7. In the event Processor processes more than one million dollars ($1,000,000) in Visa transactions or ten million dollars ($10,000,000) in MasterCard transactions (or such other amount provided by the Operating Regulations) for and on behalf of Sponsored Merchant in any 12-month period, Sponsored Merchant will automatically be deemed to have accepted the terms of the Merchant Services Agreement directly between Processor and Sponsored Merchant (available upon request)(the "Direct Merchant Services Agreement"). This provision may not apply to certain MCC codes designated by Processor.

3.8. Sponsored Merchant will comply with all provisions of Appendix B.

4. Sponsored Merchant Prohibitions. Sponsored Merchant acknowledges and agrees to refrain from and not engage in any Prohibited Actions. Sponsored Merchant agrees to take all available and necessary steps and precautions to prevent fraud, theft, or misappropriation of Cardholder and Payor funds, data, and information. Sponsored Merchant agrees that it will not permit a third party under its direction or control to engage in any of the Prohibited Actions in any situation where Sponsored Merchant has knowledge of such actions. Sponsored Merchant is deemed to be responsible for and to control the conduct of its officers, directors, employees, contractors, customers, and representatives and ensure their compliance with this Agreement, Applicable Laws and the Operating Regulations, including the ownership and use of Association logos, marks, and proprietary information.

4.1. Sale Transactions. Sponsored Merchant will not submit any Payments or transactions to Processor: (a) that adds any surcharge to the transaction, except to the extent authorized by the Operating Regulations or Applicable Law; (b) that adds any tax to the transaction, unless Applicable Law expressly allows such tax imposition. Any tax amount, if allowed, must be included in the transaction amount and not collected separately; (c) that represents the refinancing or transfer of an existing Payor obligation that is deemed to be uncollectible or arises from the dishonor of a Payor's personal check or from the acceptance of a Card at a terminal that dispenses scrip; (d) that Sponsored Merchant knows or should have known to be fraudulent or not authorized by the Payor, or that it knows or should have known to be authorized by a customer colluding with Sponsored Merchant for a fraudulent purpose; (e) until after the Merchant Services are performed, and/or Sponsored Merchant has completed the transaction, unless Sponsored Merchant has obtained Payor consent for a recurring transaction; (f) where a valid authorization was required but not obtained (including ACH authorization for withdrawals of recurring payment; (g) where multiple authorizations for amounts less than the total sale amount have been obtained; (h) which results in a disbursement of cash or cash equivalent to a Payor; (i) that establishes a maximum dollar sale transaction amount, except to the extent authorized by the Operating Regulations; (j) for any purposes related to pornography or any activity that is illegal in either the Sponsored Merchant's or Provider's jurisdiction, including but not limited to money-laundering or financing of terrorist activities; (k) that was previously charged back to the Acquirer and subsequently returned to the Sponsored Merchant, irrespective of Cardholder approval; (l) request a "Card Verification Value 2" ("**CVV2**") for a Card-present transaction, nor retain or store any portion of the magnetic-stripe data subsequent to the authorization of a sales transaction, nor any other data prohibited by the Operating Regulations and/or the Payment Facilitator Agreement between Processor and Provider, including CVV2.

4.2. Minimum and Maximum Transaction Amounts.

4.2.1 Sponsored Merchant may set a minimum transaction amount to accept a Card that provides access to a credit account, provided the minimum transaction amount does not (i) differentiate between Card issuers or Associations, (ii) differentiate between Mastercard and another acceptance brand; and (iii) exceed ten dollars ($10) (or any higher amount established by the U.S. Federal Reserve by Applicable Laws).

4.2.2. Sponsored Merchant may set a maximum transaction amount to accept a Card that provides access to a credit account, under the following conditions: (i) the Sponsored Merchant is a department, agency or instrumentality of the U.S. Government, a corporation owned or controlled by the U.S. Government, or whose primary business is reflected by MCC 8220 (Colleges, Universities, Professional Schools, Junior Colleges), 8244 (Schools, Business and Secretarial) or 8249 (Schools, Trade and Vocational); and (ii) the maximum transaction amount does not differentiate between Card issuers, Associations, or between Mastercard and another acceptance brand.

4.3. Refund Transactions. Sponsored Merchant will not submit any refund transaction to Processor: (a)

that does not correlate to an original sales transaction from the Payor; (b) that exceeds the amount shown as the total on the original sale transaction; (c) more than three (3) business days following either: (i) a regulatory requirement granting a Payor's right to a refund or (ii) a non-disputed Payor request.

4.4. Other Prohibited Activities. Sponsored Merchant will not: (a) use any Payor data or other transaction data for any purpose not authorized by this Agreement, the Sponsored Merchant Agreement, the Operating Regulations, or Applicable Laws; (b) disclose any Payor data or other transaction data to any entity except for necessary disclosures to affected Payors, and through Processor to affected Association entities (c) provide to Processor or Provider any inaccurate, incomplete, or misleading information; (d) fail to provide Provider with timely notification of events that have caused or could cause material changes in the Sponsored Merchant's ability to fulfill its obligations under this Agreement, including but not limited to (i) adverse changes in Sponsored Merchant's financial health; (ii) adverse changes in Sponsored Merchant's business conditions or environment; (iii) actions by governmental or non-governmental agencies; (e) transfer or attempt to transfer its financial liability by asking or requiring Payors to waive their dispute rights; (f) submit transactions on behalf of another entity that the Associations would consider a sub-ISO, PSP, Provider, or any third party payment provider; (g) submit transactions for entities that do not have their principal places of business in the United States; (h) require a Cardholder to complete a postcard or similar device that includes the Cardholder's account number, Card expiration date, signature, or any other Card account data in plain view when mailed; (i) request or use an account number for any purpose other than as payment for Sponsored Merchant's goods or services; (j) disburse funds in the form of travelers cheques, if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from the Sponsored Merchant; (k) disburse funds in the form of cash, unless the Sponsored Merchant is participating in full compliance with a program supported by an Association for such cash disbursements or such disbursement is in the form of travelers cheque, TravelMoney cards, or foreign currency, in which case, the transaction amount is limited to the value of the travelers cheque, TravelMoney cards, or foreign currency plus any commission or fee charged by the Sponsored Merchant or (ii) the appropriate amount if Sponsored Merchant is participating in a cash back service; (l) deposit an electronic or paper record of a transaction (or a copy), generated at the point-of-transaction that does not result from an act between the Cardholder and the Sponsored Merchant; or (m) interchange any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to the Sponsored Merchant, irrespective of Cardholder approval.

5. Parties to the Agreement; Entire Agreement. Except for the Direct Merchant Services Agreement that may be required under Section 3.7 of this Agreement, the Sponsored Merchant Agreement and the Sponsored Merchant Application constitute the entire agreement required for the Merchant Services. Provider and Sponsored Merchant acknowledge and agree that Processor and Member Bank are hereby made parties to this Agreement for such purposes, and each shall have the right to enforce against Sponsored Merchant all terms and conditions of this Agreement, the Direct Merchant Services Agreement and any future amendments or addenda to which they are a party, as set forth therein. This Agreement shall not be superseded or replaced by any Direct Processing Agreement. In the event of a conflict between the terms of this Agreement and any Direct Processing Agreement, the terms of the Direct Processing Agreement will control.
6. Breach Notifications; Investigations. Sponsored Merchant will promptly notify Provider in the event Sponsored Merchant becomes aware of any unusual or suspicious activity regarding its Payors or any alleged breach by Processor of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred and will cooperate with Processor, Provider, Member Bank and the Associations, as applicable, in connection with any investigation thereof. All notices, investigations, and actions will comply with Applicable Laws and the Operating Regulations. Failure to provide notice shall be deemed an acceptance by Sponsored Merchant and a waiver of any and all rights to dispute such breach. Sponsored Merchant hereby authorizes Provider to assert any such claim against Processor on its behalf, and to take all steps deemed necessary or appropriate in connection with such claim.
7. Representations and Warranties; Authorization. Sponsored Merchant hereby represents and warrants that the submission of the Sponsored Merchant Application, and the execution, delivery and performance of this Agreement have been duly authorized by all necessary appropriate authorizing actions of Sponsored Merchant; that the execution, delivery and performance of the Sponsored Merchant Agreement will not contravene any applicable by-law, corporate charter, partnership or joint venture agreement, law, regulation, order or judgment involving Sponsored Merchant; that the execution, delivery and performance of the Sponsored Merchant Agreement will not contravene any provision or constitute a default under any other agreement, license or contract which Sponsored Merchant is bound; that the Sponsored Merchant Agreement is valid and enforceable in accordance with its terms against Sponsored Merchant as if each Sponsored Merchant had signed the Sponsored Merchant Agreement; that the fees and charges in the Sponsored Merchant Agreement shall apply separately and independently to Provider and Sponsored Merchant; and that Sponsored Merchant will be bound by any amendments and modifications to the Sponsored Merchant Agreement agreed to by Provider.
8. Data Security and Privacy. Sponsored Merchant agrees to comply, and to cause third parties acting as Sponsored Merchant's representatives and agents to comply, with the Operating Regulations, the Payment Card Industry Data Security Standards (**"PCI-DSS"**), the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and (where applicable), the PCI Security Standards Council, Visa, and MasterCard Payment Application Data Security Standards (**"PA-DSS"**). Sponsored Merchant should review the Associations (i.e., VISA, MasterCard, American Express and Discover) websites for a copy of the applicable Operating Regulations. The websites are: http://usa.visa.com/customers/ and http://www.mastercard.com/us/sub-merchant/ and http://www.americanexpress.com/merchantopguide and http://www.discovernetwork.com/customers/. Sponsored Merchant will comply with the Card acceptance and website requirements set forth in the Operating Regulations. Without limiting the foregoing, Sponsored Merchant agrees that Sponsored Merchant will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's OFAC, and the Federal Trade Commission. Sponsored Merchant represents to Provider that it does not have access to or store any Card information (such as the Cardholder's account number, expiration

date, and CVV2) and will not request access to or store any such Card information. In the event that Sponsored Merchant receives such Card or other personal information of its Payors in connection with the Merchant Services provided under this Agreement, Sponsored Merchant agrees that it will not use such Card and personal information outside the scope and consent of the consumer for which it receives Card and personal information or for any fraudulent purpose or in violation of any Association or Card organization rules, Operating Regulations, and Applicable Laws. If at any time Sponsored Merchant believes that Payor personal information has been compromised, Sponsored Merchant agrees to immediately notify Provider and provide or assist (Provider or Acquirer) in providing notification to the proper parties, including Payor, in accordance with Applicable Laws. Sponsored Merchant must ensure compliance by Sponsored Merchant and Sponsored Merchant Suppliers, (including any third-party service provider utilized by Sponsored Merchant), with all security standards and guidelines that are applicable to Sponsored Merchant and published or enacted from time to time under Applicable Law. Provider and Acquirer will not be responsible for unauthorized use or access to Payor's personal information or financial data by Sponsored Merchant, Sponsored Merchant's Suppliers, Sponsored Merchant's officers, directors, or employees, or any other party associated with Sponsored Merchant, except to the extent such use or access is solely due to Provider's or Acquirers' fault or negligence. If any Association or government regulator or examiner requires an audit, review, examination, or investigation of Sponsored Merchant due to a data security compromise event or suspected event, Sponsored Merchant agrees to cooperate with such audit, review, examination, or investigation. Sponsored Merchant may not use any Card or Cardholder information other than for the sole purpose of completing the transaction authorized by the Payor for which the information was provided to Sponsored Merchant, or as specifically allowed by Association or Card organization rules, Operating Regulations, or as required by Applicable Law. Provider may use any and all information gathered in the performance of the Merchant Services in accordance with Provider's privacy policy and under Applicable Laws. In addition, Sponsored Merchant agrees that Provider may use applicable Card and Cardholder information for any lawful purpose, including marketing and deriving statistics regarding the Merchant Services.

9. Modification of this Agreement or the Merchant Services. Provider may from time to time with or without prior notice amend or modify this Agreement, the Merchant Services, including without limitation a change to the pricing, terms, or products offered; provided, however, that Provider will not modify the Merchant Services in a manner that would, in Provider's sole discretion, significantly adversely affect Sponsored Merchant's use of the Merchant Services, without providing at least ten (10) days' prior notice to Sponsored Merchant of any such modification. Such notice may be made by means of email, posting through the applicable Provider website, or other written notification or alert. Sponsored Merchant's continued use of the Merchant Services following notification of any change or amendment to the Sponsored Merchant Agreement, or the Merchant Services will be evidence of Sponsored Merchant's consent and agreement to the modification and/or amendment. Posting notice of any modification or amendment on the applicable website for Merchant Services will be deemed adequate notification.
10. Fees. Payors may be required to pay fees in order to make Payments ("Payment Processing Fees") if provided for in the Sponsored Merchant Application. Sponsored Merchant is responsible for disclosing all customer-paid fees to such Payors. If a dispute arises related to non-disclosure of these fees, Sponsored Merchant shall be liable to Provider for the full transaction amount including fees or charges for facilitating the payment of amounts due to Sponsored Merchant, as Provider may determine in Provider's its sole discretion. Provider may grant or deny to Payor the ability to use the Merchant Services for any reason in its sole discretion. Sponsored Merchant will pay Provider a one-time fee of fifteen dollars ($15) for the license grant to Sponsored Merchant set forth in Section 1.2 above. Sponsored Merchant may be required to pay all or a portion of the Payment Processing Fees if provided for in the Sponsored Merchant Application.
11. Term and Termination.

    11.1. The initial term of this Agreement will be three (3) years ("**Initial Term**") from the date of Sponsored Merchant's signature hereto or other electronic acceptance. Thereafter, this Agreement will automatically renew for successive one (1) year terms, unless terminated by either party upon not less than ninety (90) days' written notice to the other party prior to the end of the Initial Term or subsequent renewal term. Each renewal term, together with the Initial Term, the "**Term**").

    11.2. Notwithstanding the foregoing, Provider may immediately cease providing Merchant Services (in whole or in part) and/or terminate this Agreement with or without notice if: (i) Sponsored Merchant fails to pay any amount to Provider or Processor when due, (ii) Provider has received a request from Processor, Member Bank, or the Associations to terminate this Agreement or any other agreement related to the Merchant Services; (iii) Provider believes that the provision of a service to Sponsored Merchant may be a violation of the Operating Regulations or any Applicable Laws; (iv) Provider believes that Sponsored Merchant has violated or is likely to violate the Operating Regulations or Applicable Law; (v) Provider determines that Sponsored Merchant poses a financial or regulatory risk to Provider, Processor, or an Association, (vi) the Processing Agreement is terminated for any reason; (vii) any Association deregisters Provider; (viii) Processor or Member Bank ceases to be a member of or to participate in programs affiliated with the Associations that permit them to offer the Services;(ix) Provider fails to have the required licenses or registrations, or is the subject of any regulatory enforcement action in connection with any Applicable Law.
12. Disclaimers; Limitations. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES, AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED IN FULL. EXCEPT AS MAY ARISE FROM PROVIDER'S FRAUD OR WILFULL MISCONDUCT, PROVIDER SHALL NOT BE LIABLE TO SPONSORED MERCHANT FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FOR ANY REASON, AND PROVIDER'S TOTAL LIABILITY ARISING FROM THIS AGREEMENT SHALL NOT EXCEED $5,000.
13. Miscellaneous. This Agreement is entered into, governed by, and construed pursuant to the laws of the state in which

Sponsored Merchant has its primary location, without regard to conflicts of law provisions. The Sponsored Merchant Agreement may not be assigned by Sponsored Merchant without the prior written consent of Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Provider, Processor, and Sponsored Merchant and is not for the benefit of, and may not be enforced by, any other party. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement. By signing below, the parties represent that the undersigned are authorized representatives of the respective parties having full authority to execute this Agreement and any other required documentation or agreements.

Sponsored Merchant:	**i3 Verticals, LLC**
By:_____ *Signature*	By: _____ *Signature*
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

APPENDIX A
DEFINITIONS

1. **"Acquirer"** means Processor and Member Bank.
2. "**Applicable Laws**" means all applicable state, federal, international, and local laws, rules, codes, statutes, and regulations, including without limitation, the Bank Secrecy Act, the implementing regulations issued by the U.S. Treasury's Office of Foreign Assets Control ("**OFAC**") and the Federal Trade Commission, the Association Operating Regulations, MasterCard Payment Application Data Security Standards, as well as any and all other anti-money laundering, privacy, and payment laws, rules, and regulations.
3. **"Associations"** include MasterCard, Visa, Discover and Other Networks,
4. "**Bank Account**" means the Sponsored Merchant's bank account identified in its Sponsored Merchant Application.
5. "**Cardholder**" means any person authorized to use a Card or the accounts (including Bank Account), established in connection with a Card.
6. "**Card(s)**" means MasterCard, VISA, Discover and Other Network cards, account numbers assigned to a Cardholder, or other forms of payment accepted by Processor, for which pricing is set forth in the account opening documentation.
7. "**Instruction Based Funding**" means the process for funding Sponsored Merchant's transactions.
8. "**Member Bank**" means a member of an Association that provides sponsorship services in connection with the Sponsored Merchant Agreement. As of the date of this Agreement, Member Bank is Fifth Third Bank, an Ohio banking corporation, located in Cincinnati, Ohio. Member Bank may be changed, and its rights and obligations assigned to another party by Processor at any time with or without notice to Provider or Sponsored Merchant.
9. "**Merchant Services**" means the electronic payment processing services provided by Provider as an agent of Processor, and through the Member Bank, pursuant to the Processing Agreement.
10. "**Operating Regulations**" means the by-laws, operating regulations, and/or all other rules, guidelines, policies and procedures of the Associations, and all other Applicable Laws, and applicable guidelines, rules, regulations, and requirements of Processor, Member Bank, Provider, banks, institutions, organizations, associations, or networks which govern or affect any of the Merchant Services provided under the Sponsored Merchant Agreement, and all state and federal laws, rules, and regulations which govern or otherwise affect the activities of Provider and Sponsored Merchant, including, but not limited to, those of the National Automated Clearing House Association ("**NACHA**") and the Federal Trade Commission, as any or all of the foregoing may be amended and in effect from time to time.
11. "**Other Network**" means any funds transfer network, including without limitation the network operated by NACHA, or card association other than VISA, MasterCard, or Discover that is identified in this Agreement, the Sponsored Merchant Agreement, or any subsequent amendment to this Agreement or Sponsored Merchant Agreement, and in which Provider participates pursuant to the Processing Agreement.
12. "**Payment(s)**" means payments initiated by Payors using a Card or by means of ACH or other electronic funds transfer.
13. "**Payment Facilitator**" means the defined term in the Operating Regulations. Provider is a Payment Facilitator pursuant to the Processing Agreement.
14. "**Payment Processing**" means the process for funding Sponsored Merchant's Payor transactions.
15. "**Payor**" means any customer of Sponsored Merchant who authorizes a payment to Sponsored Merchant, or who authorizes Sponsored Merchant to initiate a payment to the credit of Sponsored Merchant's account, and for purposes hereof, "Payor" shall include a Cardholder.
16. **"Processor"** means WorldPay, LLC, 8500 Governors Hill Dr. Cincinnati, OH 45249.
17. "**Processing Agreement**" means the Payment Facilitator Agreement among Provider, Processor and Member Bank.
18. **"Prohibited Actions"** means any actions or activities which may mislead, disadvantage, defraud, harm, or damage any, or all of, the following entities: (a) a Payor; (b) the issuing bank; (c) the settlement bank; (d) the Associations; (e) Provider; (f) Processor; or (f) the Member Bank, including those listed in Section 4 of this Agreement.
19. **"Proprietary Software"** means Provider's owned and proprietary software products that offer Sponsored Merchant additional capabilities, including to enhance and augment the use of Merchant Services. The Proprietary Software is known by the names *Fuze 2.0*, *Insight* and *PAv3*."**PSP**" means "Payment Service Provider," as defined in the Operating Regulations.
20. **"Sponsored Merchant Application"** "means the application for the Merchant Services, Card processing form, and other documentation required by Provider and Acquirer, and submitted by Sponsored Merchant.
21. "**Sponsored Merchant Agreement**" means, collectively, the , this Agreement (including its recitals and appendices), the Sponsored Merchant Application, Processing Agreement, and other related terms and conditions are incorporated herein by reference to this Agreement.
22. "**Sponsored Merchant Supplier**" means a third party other than Processor used by Sponsored Merchant or a Provider in connection with the Merchant Services, including but not limited to, Sponsored Merchant's software providers, equipment providers, licensors, and/or third-party or processors.

APPENDIX B
PAYMENT PROCESSING

A. Sponsored Merchant agrees that it will take all steps necessary to assist Provider in complying with its obligations under the Operating Regulations and Applicable Laws related to the settlement of sales transactions, including but not limited to filing of quarterly or other reports required under the Operating Regulations and the payment of assessments, chargebacks and fees in connection with transactions and Payments processed under this Agreement.

The Associations make excerpts of their Operating Regulations available online, including via:
https://www.mastercard.us/en-us/business/overview/support/rules.html
https://usa.visa.com/support/consumer/visa-rules.html
https://www.americanexpress.com/merchantopguidehttps://www.discoverglobalnetwork.com/content/dam/discover/en_us/dgn/pdfs/MIT- Implementation-Guide.pdf

Each applicable Association's complete Operating Regulations are incorporated by reference into this Agreement and will control with respect to any conflict in terms between this Agreement and such Operating Regulations. Sponsored Merchant will not discriminate against Cards or Associations (e.g., limited acceptance options) except in full compliance with the Operating Regulations and will comply with all Operating Regulations, Applicable Laws, rules, codes, statutes, and regulations related to its business operations, PCI- DSS obligations, the use of an Association's marks, privacy requirements, and each transaction acquired hereunder. Sponsored Merchant expressly agrees that it will accept Cards and protect, utilize, or restrict transaction data, including the magnetic stripe, chip information, names, account numbers, and CVV2, in accordance with the terms of this Agreement, Applicable Laws, Operating Regulations, and other applicable rules, codes, statutes, laws, or regulations now in effect or hereinafter amended or enacted, and will fully cooperate with any audit, review, investigation, or examination requested or required by an Association or government regulation.

In addition to complying with each Association's obligations or prohibitions related to acceptance, disbursement, or resubmission of a transaction, Sponsored Merchant may not submit any illegal, fraudulent, incomplete, or unauthorized transaction and shall only submit transactions for the sale of its own goods or services, and not any other person or company, and may not receive payment on behalf of or, unless authorized by Applicable Law, redirect payments to any other party. Sponsored Merchant covenants that it is not a third-party beneficiary under any agreement with an Association, however, an Association may be a third-party beneficiary of this Agreement and shall have the rights, but not any obligation, necessary to fully enforce the terms of this Agreement against the Sponsored Merchant.

B. Sponsored Merchant will establish and maintain its Bank Account with a financial institution to credit the Payments and fees Sponsored Merchant charges its Payors. Sponsored Merchant authorizes Processor and Member Bank to initiate and make transfers to and from the Bank Account to affect the transactions and Payments contemplated by this Agreement. Any deficit in the Bank Account owing shall be paid by Sponsored Merchant into the Bank Account or directly to Provider to cover any deficit. Sponsored Merchant agrees to reimburse Provider, on demand, for any losses incurred as a result of insufficient funds in the Bank Account. Sponsored Merchant and Provider will mutually agree upon the provision of reporting and exchange of data as may be required by Provider to monitor and manage the activity relative to the Bank Account including any transfers to and from the Bank Account.

C. Each time Sponsored Merchant transmits an Entry (as defined by the NACHA Rules) or transaction to Processor or Member Bank or Payment, Sponsored Merchant represents and warrants to Processor and Member Bank that:

(1) The Originator (as defined by NACHA Rules) has authorized Sponsored Merchant to transmit Entries (as defined by NACHA Rules) to Processor and Member Bank on behalf of Sponsored Merchant, in a manner that complies with the NACHA Operating Regulations, for processing and transmittal by Processor and Member Bank through the ACH system, which authorization has not been terminated and is in full force and effect, and Sponsored Merchant has agreed to make payment for any credit Entries originated and for any debit Entries returned by the receiving depository financial institution " RDFI" (as defined by the NACHA Rules);
(2) Sponsored Merchant agrees to be bound by the NACHA Operating Regulations and to not initiate transactions in violation of United States law, and agrees to assume the responsibilities and perform the obligations of an Originator under the NACHA Operating Regulations;
(3) Each Receiver of an Entry has authorized, in a manner that complies with the requirements of the Operating Regulations, Sponsored Merchant, or an agent of Sponsored Merchant, to initiate the Entry, and no such authorization has been revoked;
(4) Sponsored Merchant has no knowledge of the revocation of the Receiver's authorization or the termination of the agreement between the RDFI and the Receiver concerning the Entry; and
(5) The Entry accurately reflects the entry data furnished to Sponsored Merchant and does not violate any agreement between Originator and Sponsored Merchant.

D. In the event the Sponsored Merchant accepts American Express, Sponsored Merchant agrees:

(1) To comply with, and accept Cards in accordance with, the terms of its Processing Agreement and the American Express Merchant Operating Guide, as such terms may be amended from time to time.
(2) That the American Express Merchant Operating Guide is incorporated by reference into the Processing Agreement. (available here: https://icm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf). Sponsored Merchant expressly authorizes Payment Facilitator to submit transactions to, and receive settlement from, American Express on behalf of the Sponsored Merchant.

(3) To the American Express disclosures and consents necessary for (i) Provider to collect and disclose transaction data, Sponsored Merchant data, and other information about the Sponsored Merchant to American Express; and (ii) American Express to use such information to perform its responsibilities in connection with the Merchant Services, promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communication purposes within the parameters of Applicable Law and the Operating Regulations, Sponsored Merchant Agreement, and important transactional or relationship communications from American Express.
(4) To provide a marketing opt-out mechanism for Sponsored Merchants. Such mechanism should contain a clear disclosure to Sponsored Merchant that opting-out of marketing messages will not preclude them from receiving important transactional or relationship communications from American Express.
(5) Sponsored Merchant may be converted to a direct Card acceptance relationship with American Express if and when Sponsored Merchant becomes a High CV Merchant in accordance with Section 10.5, "High CV Merchant Conversions."
(6) That, upon conversion, (i) the Sponsored Merchant will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by the Sponsored Merchant for Card acceptance.
(7) Sponsored Merchant shall not assign to any third party any Payments due to it under their respective Processing Agreement, and all indebtedness arising from Charges will be for bona fide sales of goods and services (or both) at its establishments and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that the Sponsored Merchant may sell and assign future transaction receivables to Payment Facilitator, its affiliated entities and/ or any other cash advance funding source that partners with Payment Facilitator or its affiliated entities, without consent of American Express.
(8) American Express is an intended third-party beneficiary of the rights, but not obligations, of the Processing Agreement and that American Express may directly enforce the terms of the Processing Agreement against the Sponsored Merchant.
(9) Sponsored Merchant may opt out of accepting Cards at any time without directly or indirectly affecting its rights to accept other payment products.
(10) Provider has the right to terminate the Sponsored Merchant's right to accept Cards if it breaches any of the provisions in this Section or the American Express Merchant Operating Guide.
(11) Provider has the right to immediately terminate a Sponsored Merchant for cause or fraudulent or other activity, or upon American Express' request.
(12) To maintain refund policies for purchases on the Card that are at least as favorable as its refund policy for purchases on any other payment products, and the refund policy must be disclosed to Payors at the time of purchase and in compliance with Applicable Law.

- NOTE: American Express may use the information obtained in the Sponsored Merchant application at the time of setup to screen, communicate, and/or monitor Sponsored Merchant in connection with Card marketing and administrative purposes.

MICHIGAN LEGAL HELP

What is E-Filing?

Topic Menu

- What is E-Filing?
- Do I Have to E-File?
- Can I Get an Exemption from E-Filing?
- What Do I Need to Do Before I E-File Forms in My Case?
- Are There Fees for E-Filing?
- Where Can I Get Help with E-Filing?

This e-filing resource was developed by Michigan's State Court Administrative Office (SCAO) in collaboration with Michigan Legal Help.

Courts in Michigan are beginning to accept and may require court forms to be e-filed. Read this article to learn more.

What is E-Filing?

E-filing is short for “electronic filing.” It is the process of filing court papers using a computer instead of handing them to a court clerk in person. Michigan uses a software system called MiFILE for the e-filing process. You can access the MiFILE website on any computer with Internet access.

Do I Have to E-File?

Right now only some courts use e-filing, and in those courts, only some cases can be e-filed. In some courts, e-filing is required. In others, it is optional. To find out if your case must be e-filed, you need to know the case-type code. The case-type code is a two-letter code at the end of the court case number. For more information about case-type codes read How to Find a Case-Type Code. Click the button below to find out if your court has e-filing. For a screen reader-friendly version or to view the tool in a separate tab, click this link to check if you can e-file.

Check if you can e-file

The State Court Administrative Office also keeps a chart of courts that use e-filing.

Can I Get an Exemption from E-Filing?

If you find out you are required to e-file but are not able to use MiFILE, you can ask for permission to file paper forms. This is called getting an exemption from e-filing. If any of these things apply to you, the judge will give you an exemption from e-filing if you ask for one:

- You have a disability that keeps you from using MiFILE
- You speak limited English and this keeps you from using MiFILE
- You are being detained by the government, such as in a jail or mental health facility

If none of the situations above apply to you, you will need to show good cause (good reasons) for an exemption. The factors the judge will consider when deciding if you have good cause are:

- You do not have reliable access to an electronic device with the internet
- You can't access MiFILE from home, and you have limited access to transportation or would have to to travel a long way to use a public computer
- You do not know how to use and understand e-mail and MiFILE
- E-filing at home or on a public computer would be unsafe for you because of domestic violence or another reason
- Any other relevant factor you raise

If you want to ask for an exemption from e-filing, complete the Request for Exemption from MiFILE form. File it with the court at the same time that you file the other court papers you need to file. The judge will make a decision about the exemption within two business days. If the judge gives you an exemption from e-filing, you may file paper documents with the court for the rest of the case. The exemption only applies to one case. If you have multiple cases or another case in the future, you will need to ask for an exemption in each case.

If the judge denies the exemption, you must sign up for MiFILE and e-file for the rest of the case.

What Do I Need to Do Before I E-File Forms in My Case?

You will need a MiFILE account to submit forms to the court. To get started, visit the MiFILE website and click “Sign Up” in the upper right corner. Creating an account is free.

You need an e-mail address to sign up for MiFILE. This e-mail address will be used to log in to MiFILE. Do not use an e-mail address that you share with others or an e-mail address that you do not check often. You will be notified about your case by e-mail, but you can also choose to get a text message. If you choose to be notified by text message and your cell phone service is turned off or interrupted, you may not get important court information. You will not get papers related to court cases through the regular mail.

If you need an e-mail address, you can get one for free on many websites, including:

- www.gmail.com
- www.outlook.com
- www.mail.yahoo.com

Are There Fees for E-Filing?

Signing up for MiFILE is free but there are filing fees for many cases. For some filings there is also an e-filing system fee. This e-filing system fee is collected on e-filed and paper-filed cases when a new case is filed. This means that even if you are exempt from e-filing you will have to pay the e-filing system fee.

If you can't afford to pay fees, use the Do-It-Yourself Fee Waiver tool to ask for permission to file without paying fees. Read Fee Waivers in Court Cases to learn more about whether you might qualify for a fee waiver.

If you are not asking for a fee waiver, you will pay fees online through MiFILE when you submit your forms. MiFILE currently only accepts credit cards as payment.

If you need to pay fees on MiFILE and do not have a credit card, you can use a prepaid MasterCard, Visa, American Express, or Discover Card. If you are using a prepaid card, you need the entire fee on one card. You can't use multiple cards to pay for a filing. Save the prepaid card after you file even if the balance is zero. If your filing is rejected or fees are refunded for any other reason, they will go back on the card. This can take several days, and if you throw away the card you will not have access to the refunded fees.

If you do not have access to a credit card or prepaid card, you can bring your forms in person to the court to pay with cash, check, or money order.

Where Can I Get Help with E-Filing?

Some people might want help e-filing, especially if they have never done it before. Contact the court where you will file to find out if they have computers, scanners, or staff available to help with the e-filing process.

You can also look for a Self-Help Center near you by visiting the Self-Help Center page and choosing your county in the top right corner.

If you have a technical issue with the MiFILE system, click "Contact Support" in the lower right corner of your MiFILE screen.

SHARE THIS

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14-B DISTRICT COURT

7200 SOUTH HURON RIVER DRIVE
YPSILANTI, MICHIGAN 48197-7099

CRIMINAL/TRAFFIC (734) 483-1333
CIVIL (734) 483-5300
FAX (734) 483-3630

HON. ERANE C. WASHINGTON
DISTRICT COURT JUDGE

HILARY B. BRALEY
MAGISTRATE

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Hilary Braley, Court Administrator/Magistrate

Date: July 20, 2026

RE: Request Board approval to accept the Michigan Indigent Defense Counsel Contract with the Washtenaw County Public Defender's Office for the 2025-2026 and 2026-2027 Fiscal Years in the amount of $42,677.90 per fiscal year, budgeted in line item #101-287-801.007.

This request is to meet the required standards set forth by the Michigan Legislature when it established the Michigan Indigent Defense Commission (MIDC). The services provided are no cost legal representation for indigent defendants charged with misdemeanors in the 14B District Court. This is a renewal of this service contract.

Thank you.

Hilary Braley, Court Administrator/Magistrate

PROFESSIONAL SERVICE CONTRACT

AGREEMENT is made this _____ day of _____ 2026, by the **COUNTY OF WASHTENAW,** a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the **CHARTER TOWNSHIP OF YPSILANTI,** with offices located at 7200 S. Huron River Dr. Ypsilanti, MI 48197, hereinafter identified as **"TOWNSHIP".** In consideration of the promises below, the parties mutually agree as follows:

The parties desire to enter a contract for the purposes of providing public defense services in compliance with, Michigan Indigent Defense Commission standards and as identified in the Compliance Plan accepted and approved by MIDC for grant fiscal year 2025-2026 and to set forth the terms, conditions, and obligations of the parties.

ARTICLE I - SCOPE

Section **1** **-** That the **COUNTY** will provide indigent public services to the **TOWNSHIP** as described by the Michigan Indigent Defense Commission hereinafter identified as "MIDC" through the approved Washtenaw County Compliance Plan. Specifically, MIDC Standards 1-8. See attached Minimum Standards for Indigent Criminal Defense Services.

Section 2 - The terms, of this Agreement will consist of the **COUNTY** providing public defense services for all indigent and partially indigent defendants in the 14B District Court located in Ypsilanti Township.

Section 3 - The **COUNTY** as stated in the Compliance Plan, will be responsible for the administration of the MIDC grant.

Section 4 - The **TOWNSHIP** shall collaborate with and act in conformance with the **COUNTY** in submitting and complying with the standard, conditions, requirements, and statutes promulgated by MIDC Standards. The collaboration and oversight of compliance with these standards for the **TOWNSHIP** will be performed by the 14B District Court Administrator or designee of the 14B District Court Chief Judge.

Section 5 - The **COUNTY** will be responsible for providing public defense service to all indigent criminal defendants that appear in the 14B District Court with new criminal matters and matters that are in bench warrant status.

Section 6 - Due to MIDC Standard 5, the Washtenaw County Public Defender Office's Managed Assigned Counsel shall be responsible for assigning attorneys to cases where the County Public Defender has determined there to be a conflict of interests. The **COUNTY** will be responsible for payment to the assigned attorney once the Managed Assigned Counsel verifies that the services have been provided in accordance with the MIDC standards.

Section 7 - In the performance of this Agreement, all parties agree to abide by the approved MIDC Standards and MIDC approved Compliance Plan for Washtenaw County. Breach of this covenant may be regarded as material breach of contract.

Section 8 - As part of the MIDC Compliance Plan the **TOWNSHIP** will continue to provide confidential office space for the Washtenaw County Public Defender Office.

ARTICLE II - COMPENSATION

Section 1 - The **TOWNSHIP** will contribute their 2025-2026 certified local share to the County Indigent Defense Fund in the amount of $42,677.90.

Section 2 - The parties shall be obligated to contribute only their MIDC certified local share toward the expense for said services under this Agreement, as stated in the MIDC Compliance Plan and the MIDC statute.

ARTICLE Ill - TERM

The terms of this Agreement will consist of the **COUNTY** providing public defense services for all indigent and partially indigent defendants in the 14B District Court located in Ypsilanti Township. This Agreement begins on October 1, 2025, and ends on September 30, 2026. The terms of this Agreement shall apply from October 1, 2025, through any extension, unless otherwise terminated or extended as provided therein.

ARTICLE IV-INDEPENDENT CONTRACTOR

The Township and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Township shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, the County retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Township shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees.

ARTICLE V - INDEMNIFICATION AGREEMENT

The Township will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Consultant's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Consultant, any sub-Consultant, or any employee, agent or representative of the Consultant or any sub-Consultant. Noting herein shall be construed to waive, limit, or restrict any governmental immunity defense available to the Charter Township of Ypsilanti.

ARTICLE VI - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state, and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE VII - EQUAL EMPLOYMENT OPPORTUNITY

In the performance of this Agreement, all parties agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment except as a bona fide occupational qualification because of race, sex, sexual preference, color, religion, national origin, ancestry, handicap, age, marital status, height, weight, or other criteria made illegal by the State, Federal, or local law. Breach of this covenant may be regarded as material breach of contract.

ARTICLE VIII - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Township, their successors, and assigns. Neither the County nor the Township will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE IX - TERMINATION OF CONTRACT

Section 1 - This contract may be terminated without cause by any of the parties here to upon sixty (60) calendar days written notice to all parties to this contract.

Section 2 — At the time of said notice, the **COUNTY** will continue representation of the cases for the sixty (60) calendar days in which the County Public Defender's Appearance has been entered and the **TOWNSHIP** will begin representation on all new matters.

Section 3 — If the MIDC grant does not provide funding for the **COUNTY's** representation during the sixty (60) calendar day termination period, the **TOWNSHIP** will reimburse the **COUNTY** for the services provided.

ARTICLE X - SURVIVAL CLAUSE

All rights, duties, and responsibilities of the **COUNTY** and the **TOWNSHIP** under this Agreement that either expressly or by their nature, extend into the future, and shall extend beyond and survive the end of the term or termination of this Agreement.

ARTICLE XI - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Modifications, amendments, or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

ARTICLE XII - CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity, and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience. This contract is governed by the laws of the State of Michigan.

ARTICLE XIII - EXTENT OF CONTRACT

This contract represents the entire Agreement between the parties and supersedes all prior representations, negotiations, or agreements whether written or oral.

ARTICLE XIV - ELECTRONIC SIGNATURES

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to the Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other parties.

ARTICLE XV - EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE AS FOLLOWS]

Revenue # _____

SIGNATURE PAGE

ATTESTED TO:

By: _____ By: _____

Lawrence Kestenbaum (DATE) Gregory Dill (DATE)
County Clerk/Register County Administrator

By: _____ By: _____

Debra A. Swanson (DATE) Brenda L. Stumbo (DATE)
Ypsilanti Township Clerk Ypsilanti Township Supervisor

APPROVED AS TO CONTENT:

By: _____ By: _____

Delphia T. Simps on (DATE)
Chie ublic Defender Chief Judge of the 14B District Court

APPROVED AS TO FORM:

By: _____ By: _____

Michelle K. Billard (DATE) Wm. Douglas Winters (DATE)
Office of Corporation Counsel Ypsilanti Township Attorney

PROFESSIONAL SERVICE CONTRACT

AGREEMENT is made this _____day of_____ 2027 , by the **COUNTY OF WASHTENAW,** a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the **CHARTER TOWNSHIP OF YPSILANTI,** with offices located at 7200 S. Huron River Dr. Ypsilanti, MI 48197, hereinafter identified as **"TOWNSHIP".** In consideration of the promises below, the parties mutually agree as follows:

The parties desire to enter a contract for the purposes of providing public defense services in compliance with, Michigan Indigent Defense Commission standards and as identified in the Compliance Plan accepted and approved by MIDC for grant fiscal year 2026-2027 and to set forth the terms, conditions, and obligations of the parties.

ARTICLE I - SCOPE

Section 1 - That the **COUNTY** will provide indigent public services to the **TOWNSHIP** as described by the Michigan Indigent Defense Commission hereinafter identified as "MIDC" through the approved Washtenaw County Compliance Plan. Specifically, MIDC Standards 1-8. See attached Minimum Standards for Indigent Criminal Defense Services.

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[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE AS FOLLOWS]

Revenue #_____

SIGNATURE PAGE

ATTESTED TO:

By: _____ By: _____

Lawrence Kestenbaum (DATE)
County Clerk/Register

Gregory Dill (DATE)
County Administrator

By:_____ By:_____

Debra A. Swanson (DATE)
Ypsilanti Township Clerk

Brenda L. Stumbo (DATE)
Ypsilanti Township Supervisor

APPROVED AS TO CONTENT:

By: _____

Delphia T. Simpson (DATE)
Chief Public Defender

By: _____

Honorable Erane C. Washington (DATE)
Chief Judge of the 14B District Court

APPROVED AS TO FORM:

By: _____ By: _____

Michelle K. Billard (DATE)
Office of Corporation Counsel

Wm. Douglas Winters (DATE)
Ypsilanti Township Attorney

14-B DISTRICT COURT

7200 SOUTH HURON RIVER DRIVE
YPSILANTI, MICHIGAN 48197-7099

CRIMINAL/TRAFFIC (734) 483-1333
CIVIL (734) 483-5300
FAX (734) 483-3630

HON. ERANE C. WASHINGTON
DISTRICT COURT JUDGE

HILARY B. BRALEY
MAGISTRATE

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Hilary Braley, Court Administrator/Magistrate

Date: July 20, 2026

RE: Request Board approval to enter into a new participation agreement with the Courts and Law Enforcement Management Information System (CLEMIS) Authority and to accept the quote for the 2026-2027 Fiscal Year in the amount of $9,527.00, budgeted in line item #236-286-819.006.

This request is to continue using CLEMIS services as the Court has been doing since 2013. The service provided is online access to citations issued by the Washtenaw County Sheriff's Office within Ypsilanti Township.

This would ordinarily be a renewal of this service contract; however, late last year, CLEMIS spun off from being a part of Oakland County's government to become its own agency, hence the new participation agreement which is substantially similar to the prior agreement with Oakland County.

Thank you.

Hilary Braley, Court Administrator/Magistrate

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CLEMIS Authority

Quote: 14B District Court Ypsilanti Twp

14B Ypsilanti Twp
7200 S. Huron River
Ypsilanti, MI 48197
United States

Hilary Braley
braleyh@washtenaw.org

Reference: 20260531-112806140

Department/Organization: 14B Ypsilanti Twp

Public Agency: 14B District Court Ypsilanti Twp

Effective Date: October 1, 2026

Quote created: May 31, 2026
Quote expires: July 31, 2026
Quote created by: Leanne Robinson
Business Analyst
robinsonl@clemisauthority.org
(947) 813-6903

In Process

This CLEMIS Order Form ("Order Form") is entered into by the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic (the "Authority"), and the public agency listed above ("Public Agency").

Comments from the CLEMIS Authority:

Please review your Products & Services listed below along with the Terms of this quote and confirm that they are complete and accurate.

This quote is provided for your review while your community's agreement is being approved.

- The Order form with signature lines will be sent to you once that agreement is in place.
- Your membership term begins October 1, 2026, and payment will be due at that time for the period October 2026 through September 2027.
- If anything in this quote needs to be added, removed, or corrected, please contact us before September 1, 2026 so we can get your Order corrected before it is sent for signature.
- You can reach us at membership@clemisauthority.org or (947) 813-6903.

COURT FEES: The Court Membership fee shall be waived if the CLEMIS Authority payment link is added to the Courts Webpage or the law enforcement agencies citation.

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Products & Services

Item & Description	Quantity	Unit Price	Total
District Court - Out County (No Payments link) [FY27] Provides membership for governmental agency and has access to Search, CLEAR (if approved by local Police Department), and Citations. The Court does not contribute data and is not using CLEMIS Payment link. **Payment starts: October 1, 2026**	1	$9,527.00 / year	$9,527.00 / year
		Due now	**$0.00**

Future Payments Summary

Item	Payment
District Court - Out County (No Payments link) [FY27]	$9,527.00 / year starting on October 1, 2026

Terms and Conditions

In Process

The terms and conditions governing this Order Form, including payment terms, are set forth in the Main Services Agreement (the "MSA"). A copy of the MSA is available at www.clemisauthority.org/membership. Capitalized terms not defined in this Order Form have the meaning given them in the MSA.

1. Subscription

1.1 Public Agency Departments. Public Agency is subscribing for the Service to be provided to the departments of Public Agency listed above.

1.2 Subscription Term. The subscription term for the products below commences on the Order Form Effective Date above and will remain in effect through September 30 of the same fiscal year (October 1 through September 30). The subscription term will automatically renew for consecutive one-year terms, unless terminated by either party providing written notice at least 30 days prior to expiration of the then-current term.

2. Products, Services, and Fees

2.1 Product Subscription. Public Agency is subscribing to the products listed in this Order Form, which products will constitute the "Service" (as defined in the MSA) to be provided to Public Agency. Public Agency may purchase additional products to be included as part of the Service through the execution of additional Order Forms.

2.2 Professional Services. Public Agency is purchasing the services listed in this Order Form, which services will constitute "Professional Services" (as defined in the MSA) to be provided to Public Agency.

3. Signature Authority. The individual signing on behalf of Public Agency represents that they are duly authorized to sign this Order Form on behalf of Public Agency and contractually bind Public Agency to its terms.

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Questions? Contact me

Leanne Robinson
Business Analyst
robinsonl@clemisauthority.org
(947) 813-6903

CLEMIS Authority
51111 Woodward Avenue, Suite 723
Pontiac, MI 48342
United States

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PARTICIPATION AGREEMENT

Courts and Law Enforcement Management Information System (CLEMIS) Authority

By execution of this Participation Agreement by the Participant and the CLEMIS Authority, the Participant, Oakland County, the Initial Participants, and each other Participant under the CLEMIS Interlocal Agreement enter into an agreement incorporating the Interlocal Agreement initially between Oakland County, the Charter Township of Bloomfield, and the Charter Township of White Lake creating the Courts and Law Enforcement Management Information System (CLEMIS) Authority by this reference (available at https://www.clemisauthority.org/forms/). A reference copy of the CLEMIS Interlocal Agreement must be attached. This Participation Agreement also includes the contents of this cover page and incorporates the CLEMIS Main Services Agreement (the "MSA"). Capitalized terms used but not defined in this Participation Agreement are as defined in the CLEMIS Interlocal Agreement.

PARTICIPANT	
Full Legal Name:	
Notice Address:	
Primary Contact Name:	
Primary Contact Email:	

ATTACHMENTS *(attach)*	
The following attachments are included with this agreement.	
Authorizing Resolution or Legal Authorization	An authorizing resolution in substantially the form as provided in Exhibit B of the CLEMIS Interlocal Agreement has been adopted by the governing body of the Participant and a copy is attached. If the Participant does not have a governing body, confirmation of legal authorization to enter into the CLEMIS Interlocal Agreement and sign the CLEMIS MSA is attached.
CLEMIS Main Services Agreement	A copy of the CLEMIS MSA is attached.
CLEMIS Interlocal Agreement	A copy of the CLEMIS Interlocal Agreement is attached.

SIGNATURES

Each party is signing this Participation Agreement on the date stated below that party's signature. The date of this Participation Agreement and the Main Services Agreement will be the date this Participation Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Participant:	**Authority**:
[PUBLIC AGENCY NAME]	COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM (CLEMIS) AUTHORITY
By: _____	By: _____
Name: _____	Name: _____ Executive Director
Title: _____	
Date: _____	Date: _____

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MAIN SERVICES AGREEMENT

This Main Services Agreement ("**MSA**") contains the standardized terms for the provision of services by the Authority to the Public Agency. This MSA and each Order Form constitute the agreement between the Authority and the Public Agency (this "**Agreement**"). Capitalized terms are defined in context or in Section 1.

1 **Definitions**

(a) For purposes of this Agreement, the following definitions apply:

(1) "**Acceptable Use Policy**" means the Acceptable Use Policy made available through the Authority website, as it may be amended from time to time.

(2) "**Agreement**" is defined in the preamble.

(3) "**Authority**" means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under the Interlocal Agreement.

(4) "**Business Day**" means a day that is not a Saturday, Sunday, or a state public holiday under 1865 PA 124, as amended, MCL 435.101 to 435.103.

(5) "**Confidential Information**" means information disclosed by or on behalf of one party (as discloser) to the other party (as recipient) under this Agreement, in any form, which: (A) the discloser identifies to recipient as "confidential" or "proprietary"; or (B) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. The Authority's Confidential Information includes technical or performance information about the Service, and the Public Agency's Confidential Information includes Public Agency Data. Confidential Information does not include information subject to disclosure under the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 to 15.246 ("**FOIA**").

(6) "**Documentation**" means the Authority's usage documentation for the Service. This documentation may include terms and conditions, including pricing or payment terms, that are specific to particular functionality in the Service.

(7) "**DPA**" is defined in Section 4(c).

(8) "**Effective Date**" means the effective date of the first Order Form executed by the Public Agency.

(9) "**Interlocal Agreement**" means the Interlocal Agreement, filed with the Office of the Great Seal on October 23, 2025, and any amendments thereto, between the County of Oakland, the Charter Township of Bloomfield, the Charter Township of White Lake, and any subsequent Participants thereunder.

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(10) "**Law**" means all laws, regulations, executive orders, rules, court orders, or other binding requirements of a government authority that apply to a party.

(11) "**Order Form**" means a Public Agency Order Form related to the provision of the Service, Support, or Professional Services.

(12) "**Personal Data**" means Public Agency Data relating to an identified or identifiable natural individual.

(13) "**Points of Contact**" means the individuals designated by the Public Agency as a primary contact and a secondary contact for the Public Agency.

(14) "**Professional Services**" means system setup, configuration, training, data migration, or other professional services that the Authority furnishes to the Public Agency related to the Service.

(15) "**Public Agency**" means the legal entity that executes an Order Form.

(16) "**Public Agency Data**" means any data, contents, or information that the Public Agency (including its Users and Technology Partners) submits to its Service accounts or generates by or through the Service. "Public Agency Data" includes, but is not limited to, public safety data.

(17) "**Public Agency Materials**" means materials and resources that the Public Agency makes available to the Authority in connection with Professional Services.

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(18) "**Security Measures**" means that term as defined in the Security Measures made available through the Authority website.

(19) "**Service**" means the service provided by the Authority for the exchange and access to public safety software data, as described in more detail in this Agreement and the Documentation.

(20) "**Statement of Work**" means a statement of work for Professional Services that is executed by the parties.

(21) "**Support**" means support for the Service as described in Section 5.

(22) "**Support Policy**" means the support policy made available through the Authority website.

(23) "**Suspension Event**" is defined in Section 12.

(24) "**Taxes**" is defined in Section 11(g).

(25) "**Technology Partner**" means a third-party technology vendor to the Public Agency that has been identified in an Order Form (or otherwise in writing by the Public Agency) to be authorized, in accordance with this Agreement, to submit data to or receive data from the Service on the Public Agency's behalf.

(26) "**Term**" means the term for the Public Agency's use of the Service as identified in an Order Form.

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(27) "**Trials and Betas**" mean access to the Service (or Service features) on a free, trial, beta, or early access basis.

(28) "**Usage Data**" means the Authority's technical logs, data, and learnings about a Public Agency's use of the Service, excluding Public Agency Data.

(29) "**User**" means an employee or contractor of the Public Agency that the Public Agency allows to use the Service.

(30) "**Virus**" means viruses, malicious code, malware, or similar harmful materials.

(b) Capitalized terms not defined in this Agreement shall have the meaning prescribed to them in the Interlocal Agreement.

2 **Service**

(a) **Data Sharing**. As specified in an Order Form, the Public Agency will upload Public Agency Data into the Service, including by means of a Technology Partner product. The Public Agency hereby authorizes the sharing of Public Agency Data with other public agencies that use the Service, subject to the terms of this Agreement and the Order Form.

(b) **Data Access**. Subject to this Agreement, the Public Agency may authorize Users within its organization to access and use the Service for governmental and public safety purposes during the Term. The Public Agency's access rights include the right to permit Users within the Public Agency's organization to access the Service in accordance with the terms of applicable Order Forms. The Public Agency shall comply with the Documentation and applicable policies in accessing and using the Service.

(c) **Technology Partners**. As specified in the applicable Order Form, Public Agency Data may be provided to or received from a Technology Partner through an integration with the Service. The Public Agency's use of a Technology Partner product is governed by the Public Agency's agreement with the Technology Partner, and the Authority is not responsible or liable for the performance of Technology Partner products, including their use of Public Agency Data.

3 **Users**

The Public Agency may permit Users to use the Service on its behalf. Users must be employees or contractors of the Public Agency. The Public Agency is responsible for provisioning and managing its User accounts, for its Users' actions through the Service and for their compliance with this Agreement. The Public Agency shall ensure that Users keep their login credentials confidential, and the Public Agency shall promptly notify the Authority upon learning of any compromise of User accounts or credentials.

4 **Data**

(a) Subject to this Agreement, the Authority will access and use Public Agency Data only to: (1) provide and maintain the Service, Support, and Professional Services under this Agreement; and (2) provide certain Public Agency Data to a third party

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(*e.g.*, an insurance company) as has been specifically approved in writing by the Public Agency, in an Order Form or otherwise.

(b) The Authority shall implement and maintain the Security Measures. The Public Agency shall not submit to the Service any data controlled under the United States International Traffic in Arms regulations.

(c) The parties shall adhere to any Data Processing Addendum ("**DPA**") identified on an Order Form.

(d) The Authority may collect Usage Data and use it to operate, improve, and support the Service and for other lawful governmental or public safety purposes, including benchmarking and reports. However, except as otherwise required by applicable law, the Authority shall not disclose Usage Data externally unless it is: (1) deidentified so that the Usage Data does not identify the Public Agency, its Users, or any other person; and (2) aggregated with data across other participants.

(e) The Public Agency is the owner of all Public Agency Data and is required to provide Public Agency Data in a format agreed by the parties and as required by applicable Law. The Public Agency is responsible for ensuring the accuracy and currency of its Public Agency Data. Except as otherwise provided in this Agreement, the Public Agency shall have access to Public Agency Data at all times.

(f) During a Term, the Public Agency may create reports of its Public Agency Data from the Service (or the Authority will otherwise make the Public Agency Data available to the Public Agency) as described in the Documentation.

In Process

(g) The Authority will not store credit card account numbers and associated security information. Credit card data will be handled by a credit card data processor, subject to its terms, conditions, and policies.

(h) The Authority shall comply with FOIA. However, pursuant to Section 5(9) of FOIA, 1976 PA 442, as amended, MCL 15.235(9), the Authority is not considered to be in possession of, retain, or be the custodian of a public record stored on behalf of the Public Agency. If the Authority receives a written request for a public record that is stored on behalf of the Public Agency, the Authority shall, within ten (10) business days after receipt of the request, give written notice to the requesting person identifying the Public Agency and stating that the requesting person must submit the request to the Public Agency.

(i) Pursuant to the Enhanced Access to Public Records Act, 1996 PA 462, as amended, MCL 15.441 to MCL 15.445 (the "**EAPRA**"), the Authority may make Public Agency Data immediately available for public inspection, purchase, or copying by digital means. As a condition to the Authority providing enhanced access under the EAPRA, the Public Agency must first identify the Public Agency Data subject to the EAPRA and adopt an enhanced access policy that complies with the EAPRA. The Public Agency is responsible for ensuring that the fees for providing enhanced access that appear on the fee schedule maintained by the Authority pursuant to Section 11(b) of this MSA do not exceed a "reasonable fee" as that term is defined in the EAPRA, or that the Public Agency has established different reasonable fees in an Order Form.

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5 **Support**

(a) The Authority shall provide Support for the Service as described in the Support Policy.

6 **Statements**

(a) Each party states the following:

(1) that it has the legal power and authority to enter into this Agreement;

(2) that it will use industry-standard measures to avoid introducing Viruses into the Service; and

(3) that it is not listed on any United States government list of prohibited or restricted parties.

(b) The Public Agency states it is the owner of Public Agency Data, has the right to provide Public Agency Data with the Service, and grants the Authority the right to use Public Agency Data specified in this Agreement, without violating nonparty intellectual property, privacy, or other rights.

(c) The Authority states the following:

(1) THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE AUTHORITY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

(2) The Authority makes no warranty that: (i) the Service will meet the Public Agency's requirements; (ii) the Service will be uninterrupted, timely, secure, or error-free; or (iii) the results that may be obtained by the Service will be accurate or reliable.

(3) Any material or data downloaded or otherwise obtained through the use of the Service is accessed at the Public Agency's discretion and risk. The Public Agency will be solely responsible for any damage to its computer system or loss of data that results from the downloading of any material.

7 **Usage**

(a) The Public Agency shall comply with the Acceptable Use Policy and the Documentation.

(b) Except as explicitly permitted in this Agreement, the Public Agency shall not and shall not permit others to do any of the following:

(1) sell, sublicense, distribute, or rent the Service or the data from the Service (in whole or part), excluding Public Agency Data;

(2) grant non-Users access to the Service or use the Service to provide a hosted or managed service to others;

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(3) reverse engineer, decompile, or seek to access the source code of the Service, except to the extent these restrictions are prohibited by Law, and then only upon advance written notice to the Authority;

(4) copy, modify, create derivative works of, or remove proprietary notices from the Service;

(5) conduct security or vulnerability tests of the Service, interfere with its operation, or circumvent its access restrictions;

(6) use the Service to develop a product that competes with the Service.

8 **Auditing**

Upon the Authority's written request, the Public Agency shall provide a signed certification: (a) verifying the Service is being used in accordance with the terms of this Agreement; and (b) listing the locations in which the Service is accessed, number of Users, and any other information reasonably requested by the Authority. The Authority may, at the Authority's expense and not more than once annually, audit the Public Agency's use of the Service and compliance with this Agreement. The audit will be conducted during business hours and will not interfere with the Public Agency's activities. The Public Agency shall provide the Authority or its auditor with all reasonable information and assistance required to enable the Authority to determine whether the Public Agency is in compliance with this Agreement. If the audit reveals that the Public Agency has underpaid fees to the Authority, the Public Agency will be invoiced for the underpaid fees based upon the Authority's price list at the time the fees would have otherwise been incurred. If the Public Agency does not pay the underpaid fees within thirty (30) days after the invoice date, the Public Agency will be charged with interest at a rate of one and one-half percent (1.5%) per month or partial month until paid. If the audit reveals that the Public Agency has underpaid fees totaling five percent (5%) or more of the fees due in any year, the Public Agency shall reimburse the Authority for all reasonable expenses associated with the audit.

9 **Professional Services**

The Authority shall perform Professional Services as described in an Order Form or Statement of Work, which may identify additional terms or milestones for the Professional Services. The Public Agency shall give the Authority access within five (5) business days to Public Agency Materials reasonably needed by the Authority for Professional Services, and the Authority shall use the Public Agency Materials only for purposes of providing Professional Services. Except as otherwise expressly stated in an Order Form or Statement of Work, the Professional Services shall not include travel or lodging expenses. The Public Agency may use code or other deliverables that the Authority provides as part of Professional Services only in connection with the Public Agency's authorized use of the Service under this Agreement.

10 **Purchase of Third Party Products**

The Authority may from time to time facilitate the purchase by the Public Agency of third party products. The Authority's role will be limited to facilitating payment and the execution by the Public Agency of the applicable agreement with the third party product

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vendor. The Authority will not be a party to this agreement with the third party product vendor, and will not have any responsibility or liability related to the performance of the third party product.

11 **Fees; Payment**

(a) **Authorized Representatives.** The Public Agency shall provide the Authority with current written authorization identifying representatives who are authorized to execute Order Forms, including any limitations on their authority. The Public Agency shall promptly notify the Authority of any changes to authorized representatives. The Authority may rely on such written authorizations until notified of changes.

(b) **Fee Schedules and Updates.** Current fee schedules shall be maintained by the Authority in a separate fee schedule document and made available through the Authority website. The Authority may update fee schedules from time to time with at least one hundred and twenty (120) days' notice, provided that the updated fee schedules shall not take effect until the next Term, consistent with this Section 11.

(c) **Payment Terms.** Unless the Order Form states otherwise, all amounts are due within sixty (60) days after the invoice date. Late payments are subject to a charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. Fees and expenses are not refundable, except as expressly provided in this Agreement.

(d) **Appropriations and Budget Limitations.** All payment obligations under this Agreement and any Order Forms are subject to annual appropriation of funds by the Public Agency's governing body. If sufficient funds are not appropriated, the Public Agency may terminate the affected Order Form upon thirty (30) days' written notice to the Authority without penalty, provided that the Public Agency has made good-faith efforts to obtain necessary appropriations.

(e) **Fee Disputes.** If the Public Agency disputes an invoice, the Public Agency shall notify the Authority within the payment period, and the parties must seek to resolve the dispute over a thirty (30)-day discussion period. The Public Agency is not required to pay disputed amounts during the discussion period but will timely pay all undisputed amounts. After the discussion period, either party may pursue any available remedies.

(f) **Taxes.** Unless the Public Agency is tax-exempt, the Public Agency is responsible for any sales, use, goods and services, value-added, withholding, or similar taxes or levies that apply to its Order Forms, whether domestic or foreign ("**Taxes**"), other than any income tax payable by the Authority. Fees do not include Taxes.

12 **Suspension**

The Authority may suspend the Public Agency's access to the Service and related services due to a Suspension Event, but where practicable, the Authority shall give the Public Agency prior notice so that the Public Agency may seek to resolve the issue and avoid suspension. The Authority is not required to provide prior notice in exigent circumstances or for a suspension made to avoid material harm or violation of Law. Once a Suspension

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Event is resolved, the Authority shall promptly restore the Public Agency's access to the Service in accordance with this Agreement. For purposes of this Section 12, "**Suspension Event**" means: (a) Except during fee disputes as described in Section 11(f), the Public Agency's account is thirty (30) days or more overdue; (b) the Public Agency is in breach of Section 7; or (c) the Authority believes the Public Agency's use of the Service risks material harm to the Service or others.

13 **Term; Termination**

(a) Each Term will last for an initial twelve (12)-month period unless the Order Form states otherwise. Each Term will renew for successive periods unless: (1) the parties agree on a different renewal Order Form; or (2) either party notifies the other of non-renewal at least thirty (30) days prior to the end of the current Term.

(b) This Agreement starts on the Effective Date and continues until the end of all Terms, unless sooner terminated in accordance with its terms. If no Term is in effect, either party may terminate this Agreement for any or no reason with notice to the other party.

(c) Either party may terminate the applicable Order Form (in whole or in part) or this Agreement (together with all Order Forms) if the other party does one or more of the following:

(1) is in material breach of an Order Form or this Agreement and the breach remains uncured thirty (30) or more days after notice; or

(2) ceases operation without a successor.

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(d) Upon termination or cancellation of this Agreement, the Authority shall provide a copy of Public Agency Data to the Public Agency in an electronic format and time period determined by the Authority. Upon written confirmation from the Public Agency that it received its data, the Authority may delete Public Agency Data, and each party shall delete any Confidential Information of the other in its possession or control. If the Authority incurs any costs in copying Public Agency Data, the Public Agency shall be responsible for such costs and shall reimburse the Authority according to the terms of an invoice provided by the Authority. The Authority may waive these costs in its sole discretion.

(e) The Public Agency's right to use the Service, Support, and Professional Services ends upon any termination or expiration of the applicable Order Form or this Agreement, subject to this Section 13.

(f) Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

(g) Sections 1, 4, 7, 8, 11, 13, 14, and 17 through 33, will survive the termination of this Agreement.

14 **U.S. Government Public Agencies**

To the extent applicable, the Service is "commercial computer software" or a "commercial item" for purposes of Federal Acquisition Regulation (FAR) 12.212 and for

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Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202. Use, reproduction, release, modification, disclosure, or transfer of the Service is governed solely by the terms of this Agreement, and all other use is prohibited.

15 **Trials and Betas**

The Authority may offer optional Trials and Betas. Use of Trials and Betas is permitted only for the Public Agency's internal evaluation during the period designated by the Authority on the Order Form (or if not designated, thirty (30) days). Either party may terminate the Public Agency's use of Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features never released. Notwithstanding anything else in this Agreement, the Authority offers no warranty, indemnity, SLA, or Support for Trials and Betas and its liability for Trials and Betas will not exceed $1,000.

16 **Subcontractors**

(a) The Authority may use subcontractors and permit them to exercise its rights and fulfill its obligations under this Agreement, but the Authority remains responsible for their compliance with this Agreement and for the Authority's overall performance under this Agreement.

(b) Section 16(a) does not limit any additional terms for subprocessors under a Data Protection Addendum.

(c) Technology Partners are not subcontractors under this Agreement.

17 **Intellectual Property**

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(a) Neither party grants the other any rights or licenses not expressly set out in this Agreement.

(b) Except for the Authority's express rights in this Agreement, as between the parties, the Public Agency retains all intellectual property and other rights in Public Agency Data and Public Agency Materials provided to the Authority.

(c) Except for the Public Agency's express rights in this Agreement, as between the parties, the Authority and its licensors retain all intellectual property and other rights in the Service, Professional Services deliverables, and related Authority technology.

(d) If the Public Agency provides the Authority feedback regarding improvement or operation of the Service, the Authority may use the feedback without restriction or obligation.

18 **Confidentiality**

(a) A party receiving Confidential Information shall:

(1) use Confidential Information only to fulfill its obligations and exercise its rights under this Agreement;

(2) not disclose Confidential Information to nonparties without the other party's prior approval, except as permitted in this Agreement;

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(3) protect Confidential Information using at least the same precautions the party receiving Confidential Information uses for its own similar information, with no less than a reasonable standard of care.

(b) A party receiving Confidential Information may disclose the Confidential Information to its employees, agents, contractors, and other representatives with a legitimate need to know (including, for the Authority, any subcontractors), if the party receiving the Confidential Information remains responsible for its compliance with this Section 18 and is bound to confidentiality obligations no less protective than those included in this Section 18.

(c) Confidentiality obligations under this Section 18 do not apply to information that the party receiving the information can document: (1) is or becomes public knowledge through no fault of the recipient; (2) it rightfully knew or possessed, without confidentiality restrictions, before receipt from the disclosing party; (3) it rightfully received from a nonparty without confidentiality restrictions; or (4) it independently developed without using or referencing Confidential Information.

(d) The parties acknowledge that a breach of this Section 18 may cause substantial harm for which monetary damages are an insufficient remedy. Upon a breach of this Section 18, the party disclosing the Confidential Information may seek appropriate equitable relief, including an injunction, in addition to other remedies.

(e) A party receiving Confidential Information may disclose Confidential Information to the extent required by Law, including FOIA. If permitted by Law, the party receiving Confidential Information shall provide the party disclosing Confidential Information with reasonable advance notice of the required disclosure and reasonably cooperate, at the disclosing party's expense, to obtain confidential treatment for the Confidential Information.

19 **Liability Limitations**

(a) Except when prohibited by law, the Authority's entire liability arising out of or related to this Agreement will be subject to a cap of the amounts paid or payable by the Public Agency to the Authority under this Agreement in the twelve (12) months immediately preceding the first incident giving rise to liability.

(b) Neither party will have any liability arising out of or related to this Agreement for indirect, special, incidental, reliance, or consequential damages or damages for loss of use, lost profits, or interruption of business, even if informed of the possibility of any in advance.

20 **Mutual Compliance with Laws**

(a) Each party shall comply with all Laws that apply to its performance under this Agreement, including, but not limited to, the C.J.I.S. Policy Council Act, 1974 PA 163, as amended, MCL 28.211 to 28.216.

(b) Through this Agreement, the parties commit that they will operate all software solutions in conformance with the CJIS Security Policy ("**CJISSECPOL**") Version 6.0 and any successor brought into effect by the Federal Bureau of Investigation

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(the "**FBI**") during the term of this Agreement, but excluding draft versions of CJISSECPOL released for comment or review and similar proposed policy versions that may be released by the FBI but not finally adopted.

(c) In accordance with CJISSECPOL, certain control requirements apply to personnel with unescorted access to unencrypted criminal justice information, including the parties' personnel operating these solutions. These controls include:

(1) PS-3 (Personal Screening), mandating that the criminal justice agency using the Service conduct a fingerprint-based record check on the parties' personnel;

(2) AT-3 (Awareness and Training), mandating that the parties' personnel complete annual CJIS Security Awareness Training; and

(3) SA-9 (External System Services), mandating that the parties' personnel sign the CJIS Security Addendum.

21 **Catastrophic Event**

(a) If a Catastrophic Event prevents a party from complying with any one or more obligations under this Agreement, that inability to comply is not a breach if: (1) that party uses Reasonable Efforts to perform those obligations; (2) that party's inability to perform those obligations is not due to its failure to: (A) use Reasonable Efforts to protect itself against events or circumstances of the same type as that Catastrophic Event; or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Catastrophic Event; and (3) that party complies with its obligations under Section 21(b).

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(b) If a Catastrophic Event occurs, the noncomplying party shall promptly notify the other party of the occurrence of that Catastrophic Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter, the noncomplying party shall update that information as reasonably necessary. During a Catastrophic Event, the noncomplying party shall use Reasonable Efforts to limit damages to the other party and to resume its performance under this Agreement.

(c) For purposes of this Section 21, the following definitions apply:

(1) "**Catastrophic Event**" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party (other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance.

(2) "**Reasonable Efforts**" means, with respect to a given obligation, the efforts, consistent with the practice of other non-state governmental entities in Michigan and their vendors with respect to a Catastrophic

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Event, that a reasonable person in the party's position would use to comply with that obligation as promptly as possible.

22 **Governmental Function; Immunity**

The parties performance of their obligations under this Agreement is a governmental function of providing criminal justice and public safety services to serve the public and to provide aid for persons and property. The parties intend that nothing in this Agreement be interpreted as a waiver by any party of any governmental immunity available to a party under Laws.

23 **Nonparties**

Except as expressly provided in this Agreement, this Agreement does not create for any party and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any party's rights in this Agreement, or any other right.

24 **Non-Assignment**

No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party.

25 **Authority Name Changes**

The Authority may change its name from time to time as provided in Section 5.6 of the Interlocal Agreement. Any such name change shall not require amendment of this Agreement, and all references to the Authority by its former name shall be deemed to refer to the Authority as renamed.

26 **Modification; Waiver**

(a) Subject to Sections 26(d) and 26(e), no amendment of this Agreement will be effective unless it is in writing, approved by the governing body of the Authority, and signed by an authorized officer of the Public Agency.

(b) The parties may amend the quantities or other items on an Order Form by mutual written agreement.

(c) No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

(d) With notice to the Public Agency, the Authority may modify the Support Policy or Security Measures to reflect new features or changing practices, but the modifications must not be retroactive or materially decrease the Authority's overall obligations during a Term.

(e) An Order Form may not modify any other part of this Agreement unless the Order Form specifically identifies the provisions that it modifies.

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27 **Notice**

(a) A notice or other communication under this Agreement will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows:

(1) if a paper copy is delivered by a delivery organization that allows users to track deliveries, upon receipt as stated in the tracking system;

(2) if a paper copy is delivered by another means, when the intended recipient or a representative of the intended recipient signs for it;

(3) if it is delivered by email, when the intended recipient acknowledges by notice in accordance with this Section 27 (but without need for further acknowledgement) having received that message, except that a read receipt or an automatic reply will not constitute acknowledgement of a message for purposes of this Section 27; or

(4) if the intended recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

(b) For a notice under this Agreement to be valid, it must be addressed using the information in the Order Form for that party or any other information stated by that party in a notice in accordance with this Section 27.

(c) If a notice addressed to a party is received after 5:00 p.m. on a Business Day at the location specified in the address for that party, or on a day that is not a Business Day at the location specified in the address for that party, then the notice will be deemed to have been received at 9:00 a.m. on the next Business Day.

28 **Points of Contact**

In addition to notice contact information, the Public Agency shall designate on the Order Form contact information for one individual to act as a primary contact person and a second individual to act as a secondary contact person for the Public Agency for communications relating to the Service and its operation and use. The Public Agency shall notify the Authority of any change in the Public Agency's primary contact person or secondary contact person by notifying the Authority pursuant to Section 27.

29 **Severability**

The parties acknowledge that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, they would want the court to interpret this Agreement as follows:

(a) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;

(b) if an unenforceable provision is modified or disregarded in accordance with this Section 29, by holding that the rest of the Agreement will remain in effect as written;

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(c) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and

(d) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.

30 **Electronic Signatures**

(a) If this Agreement is an Electronically Signed Document, all of the following apply:

(1) the Authority states that the intention of an individual signing on behalf of the Authority on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;

(2) The Public Agency states that the intention of an individual signing on behalf of the Public Agency on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;

(3) the parties acknowledge that the Electronic Signatures on all Electronically Signed Documents are legally binding; and

(4) each party hereby waives all rights to repudiate the authenticity or validity of an Electronic Signature on an Electronically Signed Document to the extent the repudiation is based in whole or in part on the fact that the signature is not in an original handwritten form using physical ink and paper.

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(b) The Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN), as amended, 15 USC 7001 to 7031, or the Uniform Electronic Transactions Act, 2000 PA 305, as amended, MCL 450.831 to 450.849, or both, as applicable, govern an Electronic Signature on this Agreement. The Uniform Computer Information Transactions Act (UCITA) does not govern an Electronic Signature on this Agreement.

(c) For purposes of this Section 30, the following definitions apply:

(1) "**Electronic Signature**" means any form of signature provided on behalf of a party other than an original handwritten signature, including any type of image created in any manner (whether electronically or otherwise), which image could reasonably be interpreted as an indication of the signer's intent to sign the document.

(2) "**Electronically Signed Document**" means any document received by a party in connection with this Agreement, or the correction or amendment of any such document, to which an Electronic Signature is affixed, attached, or otherwise logically associated.

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31 **Governing Law**

Michigan law governs this Agreement.

32 **Jurisdiction and Venue**

Except as otherwise required by law or court rule, as the exclusive means of bringing an adversarial proceeding to resolve any dispute arising out of this Agreement or the subject matter of this Agreement, a party may bring the proceeding in the courts of the State of Michigan.

33 **Entire Agreement**

This Agreement is the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether oral or written, between the parties.

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INTERLOCAL AGREEMENT

This interlocal agreement is between OAKLAND COUNTY, a Michigan body corporate organized under 1973 PA 139, as amended, MCL 45.551 to 45.573 (the "**County**"), the CHARTER TOWNSHIP OF BLOOMFIELD, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34 ("**Bloomfield Township**"), the CHARTER TOWNSHIP OF WHITE LAKE, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34 ("**White Lake Township**"), and each other "**Public Agency**" (as defined in section 1.1(a)(35)) that becomes a "**Participant**" (as defined in section 1.1(a)(29)) pursuant to this agreement.

In 1968, the County created an information system for courts and law enforcement (the "**CLEMIS System**") (as defined in section 1.1(a)(13)) to address the inability of criminal justice and public safety agencies to electronically share data in a timely manner.

Since its creation, the CLEMIS System, which is operated and maintained by the County's Department of Information Technology, has expanded to become a multi-faceted, regional public safety information management system used by the County and many other Public Agencies. The CLEMIS System is composed of several software applications.

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The purpose of the CLEMIS System is to provide innovative technology and related services to criminal justice and public safety agencies to enable the sharing of data and the improved delivery of criminal justice and public safety services. Public Agencies using the CLEMIS System have realized lower costs and efficiencies in providing criminal justice and public safety services, thereby providing first responders additional time to serve and protect residents.

The County has the power, privilege, and authority under Michigan law to provide criminal justice and public safety services.

Bloomfield Township, White Lake Township, and each Participant also each have the power, privilege, and authority to provide criminal justice and public safety services.

Section 28 of article 7 of the Michigan Constitution of 1963 and the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512, authorize a Public Agency to exercise jointly with any other Public Agency any power, privilege, or authority that the Public Agencies share in common and that each might exercise separately.

The parties want to jointly exercise powers related to criminal justice and public safety services and create a new intergovernmental entity to operate and manage the CLEMIS System.

The parties therefore agree as follows:

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ARTICLE 1
DEFINITIONS

1.1 Defined Terms

(a) For purposes of this agreement, the following definitions apply:

(1) "**Act 7**" means the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512.

(2) "**Assumed Liabilities**" means that phrase as defined in section 6.2(a)(8).

(3) "**Authority**" means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under section 3.1.

(4) "**Authority Board**" means that phrase as defined in section 4.1.

(5) "**Authorizing Resolution**" means that phrase as defined in section 9.1(b).

(6) "**Bloomfield Township**" means the Charter Township of Bloomfield, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34.

(7) "**Budget Act**" means the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended, MCL 141.421 to 141.440a.

(8) "**Business Day**" means a day other than a Saturday, Sunday, or legal holiday observed by the State of Michigan.

(9) "**Cash and Cash Equivalents**" means that phrase as defined in section 6.2(c)(1).

(10) "**C.J.I.S. Act**" means the C.J.I.S. Policy Act, 1974 PA 163, as amended, MCL 28.211 to 28.215.

(11) "**CLEMIS Authority**" means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under section 3.1.

(12) "**CLEMIS Main Services Agreement**" or "**CLEMIS MSA**" means the services agreement provided for in section 3.5.

(13) "**CLEMIS System**" means the criminal justice information system for courts and law enforcement created by the County, operated and maintained as "CLEMIS" by the County's Department of Information Technology before February 1, 2026, and transferred to and operated and maintained by the Authority pursuant to this agreement after January 31, 2026.

(14) "**Contracts**" means that term as defined in section 6.2(c)(2).

(15) "**Copyrights**" means that term as defined in section 6.2(c)(5)(C).

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(16) "**County**" means Oakland County, a Michigan body corporate organized under 1973 PA 139, as amended, MCL 45.551 to 45.573.

(17) "**County I.T. Services Agreement**" means that phrase as defined in section 6.7(a).

(18) "**Criminal Justice Agency**" means a court or other Public Agency, or any subunit of the court or Public Agency, that engages in the administration of criminal justice pursuant to a law or executive order and that allocates a substantial part of its annual budget for the administration of criminal justice. Criminal Justice Agency includes a state or federal inspector general office.

(19) "**Effective Date"** means the effective date of this agreement as provided under section 10.1.

(20) "**Executive Committee**" means the executive committee of the Authority Board created under section 4.5.

(21) "**Executive Director**" means the executive director of the Authority provided for under section 4.12.

(22) "**Initial Participants**" includes the County, Bloomfield Township, and White Lake Township.

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(23) "**Intellectual Property**" means that phrase as defined in section 6.2(c)(3).

(24) "**Intellectual Property Agreements**" means that phrase as defined in section 6.2(c)(4).

(25) "**Intellectual Property Assets**" means that phrase as defined in section 6.2(c)(5).

(26) "**Nonparty Claim**" means that phrase as defined in section 11.2(f)(1).

(27) "**OMA**" means the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275, as defined in section 4.3.

(28) "**Operations**" means that term as defined in section 6.2(a)(7).

(29) "**Participant**" means a party to this agreement other than the Initial Participants.

(30) "**Participation Agreement**" means an agreement with a Participant in the form provided at exhibit A.

(31) "**Participation Form**" means that phrase as defined in section 9.1(a).

(32) "**Patents**" means that term as defined in section 6.2(c)(5)(A).

(33) "**Person**" means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including a governmental entity.

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(34) "**Proceeding**" means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.

(35) "**Public Agency**" means a political subdivision of the State of Michigan or of another state of the United States or of Canada, including a state government; a county, city, village, township, charter township, school district, single or multipurpose special district, or single or multipurpose public authority; a provincial government, metropolitan government, borough, or other political subdivision of Canada; an agency of the United States government; or a similar entity of any other state of the United States and of Canada. As used in this section 1.1(a)(35), agency of the United States government includes an Indian tribe recognized by the federal government before 2000 that exercises governmental authority over land within the State of Michigan.

(36) "**Representative**" means that term as defined in section 11.2(f)(2).

(37) "**Tangible Personal Property**" means that phrase as defined in section 6.2(a)(6).

(38) "**Trademarks**" means that term as defined in section 6.2(c)(5)(B).

(39) "**Trade Secrets**" means that phrase as defined in section 6.2(c)(5)(G).

(40) "**Transfer Agreement**" means that phrase as defined in section 6.2(a).

(41) "**Transfer Date**" means that phrase as defined in section 6.2(a).

(42) "**Transferred Assets**" means that phrase as defined in section 6.2(a)(7).

(43) "**White Lake Township**" means the Charter Township of White Lake, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34.

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ARTICLE 2
PURPOSE

2.1 Purpose of Agreement

The purpose of this agreement is to create and empower a public body corporate and politic to implement the powers, privileges, and authorities of each of the parties with respect to the subject matter of this agreement, including the operation of a public safety management information system for court and law enforcement purposes.

2.2 Method for Exercise of Power

The Authority will exercise power under this agreement as provided in this agreement.

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2.3 **Management and Direction**

The Executive Committee has the responsibility, authority, and right to manage and direct on behalf of the public the functions or services performed or exercised under this agreement to the extent provided in this agreement.

ARTICLE 3
CREATION OF AUTHORITY

3.1 **Creation of CLEMIS Authority**

The Courts and Law Enforcement Management Information System (CLEMIS) Authority is hereby created as a separate legal entity for the purpose of exercising the powers, privileges, and authorities under this agreement and applicable law, including executing the provisions of this agreement. The Authority is a public body corporate and politic. The Authority may use the name "CLEMIS Authority".

3.2 **Principal Office**

The principal office of the Authority will be at a location determined by the Executive Committee.

3.3 **Title to Authority Assets**

Unless otherwise expressly provided in this agreement, all property of the Authority is owned by the Authority as a separate legal entity and public body corporate and politic, and no party has any ownership interest in property of the Authority.

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3.4 **Tax-Exempt Status**

(a) The Authority must not be operated for profit.

(b) No part of any earnings of the Authority may inure to the benefit of a Person other than the Initial Participants or the Participants.

(c) The parties intend that the activities of the Authority are tax exempt as governmental functions carried out by an instrumentality or political subdivision of government under section 115 of the Internal Revenue Code of 1986, as amended, 26 USC 115, or any corresponding provisions of any future federal tax code.

(d) The parties also intend that the activities of the Authority are governmental functions carried out by a political subdivision of the State of Michigan, exempt to the extent provided under Michigan law from taxation, including all of the following:

(1) income taxes under the City Income Tax Act, 1964 PA 284, as amended, MCL 141.501 to 141.787;

(2) sales taxes under the General Sales Tax Act, 1933 PA 167, as amended, MCL 205.51 to 205.78;

(3) use taxes under the Use Tax Act, 1937 PA 94, as amended, MCL 205.91 to 205.111;

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(4) income taxes under the Income Tax Act of 1967, 1967 PA 281, as amended, MCL 206.1 to 206.847; and

(5) property taxes under The General Property Tax Act, 1893 PA 206, as amended, MCL 211.1 to 211.155.

3.5 **CLEMIS Main Services Agreement**

After January 31, 2026, each party also must be a party to a CLEMIS Main Services Agreement ("**CLEMIS MSA**") between the party and the Authority relating to the use of the CLEMIS System by that party. The Authority may enter into a CLEMIS MSA with a Public Agency that is not an Initial Participant or a Participant.

3.6 **Statements of Fact**

(a) Each party states that it has taken all action and secured all approvals required to permit the party to enter into this agreement.

(b) Each party states that the individual signing this agreement on behalf of the party has the legal authority to sign this agreement and to bind the party to the terms of this agreement.

(c) The verb used to introduce a statement of fact in this agreement is not intended to affect the remedies available for inaccuracy of that statement of fact.

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ARTICLE 4
GOVERNANCE

4.1 **Authority Board**

(a) A board is created for the Authority (the "**Authority Board**") as required by section 7(1) of Act 7, MCL 124.507(1). The Authority Board includes all of the following members:

(1) one member appointed by the governing body of the County;

(2) one member appointed by the governing body of Bloomfield Township;

(3) one member appointed by the governing body of White Lake Township;

(4) one member appointed by the governing body of each Participant;

(5) one member appointed by the county executive of the County (the "**County Executive**") who is an employee or officer of the County;

(6) one member appointed by the County Executive who is an employee or officer of the Office of the Oakland County Sheriff; and

(7) 15 other members appointed by the County Executive.

(b) All of the following apply to a member of the Authority Board appointed under section 4.1(a):

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(1) each member must be appointed for a term of four years unless the member is being appointed to fill a vacancy caused for a reason other than the expiration of a term;

(2) a member may be removed from the Authority Board at the will of the appointing authority for the member;

(3) a vacancy caused for a reason other than the expiration of a term must be filled by the appointing authority for the vacating member for the remainder of the vacating member's unexpired term; and

(4) a member may continue to serve after the expiration of the member's term until a successor is appointed and qualified.

(c) Before entering upon the duties as a member of the Authority Board, each member of the Authority Board must take and subscribe to the oath of office required by section 1 of article 11 of the Michigan Constitution of 1963. A copy of each oath of office must be filed with the clerk of the County.

(d) An appointing authority under section 4.1(a) shall notify the Executive Committee of any appointments made under section 4.1(a).

4.2 **Authority Board Powers**

The Authority Board shall review the annual audit of the Authority, may evaluate the performance of the Authority, and shall, if required by law, review acts of the Executive Committee. The Authority Board may advise the Executive Committee on all matters relating to the Authority, including the Authority's budget and amendments to this agreement.

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4.3 **Authority Board Meetings**

The County Executive shall convene the initial meeting of the Authority Board. The Authority Board shall hold at least one annual meeting at the place, date, and time determined by the Authority Board. Meetings of the Authority Board must comply with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275 (the "**OMA**"). Public notice of the time, date, and place of Authority Board meetings must be provided in the manner required by the OMA.

4.4 **Authority Board Quorum and Voting**

A majority of the members of the Authority Board then in office will constitute a quorum for the transaction of Authority Board business. The Authority Board shall act by a majority vote of the members appointed and serving at the time of the vote. Members of the Authority Board shall not engage in proxy voting.

4.5 **Executive Committee**

(a) An executive committee of the Authority Board (the "**Executive Committee**") is hereby created.

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(b) The Executive Committee consists of the following nine members of the Authority Board:

(1) the member of the Authority Board appointed by the County Executive under section 4.1(a)(5); and

(2) eight members appointed by the County Executive, including all of the following:

(A) two members of the Authority Board representing cities, townships, or villages;

(B) one member of the Authority Board representing counties; and

(C) five members of the Authority Board representing other Public Agencies.

(c) The initial terms of office of the members of the Executive Committee appointed under section 4.5(b)(2) will be as follows:

(1) two members appointed for a term of four years;

(2) two members appointed for a term of three years;

(3) two members appointed for a term of two years; and

(4) two members appointed for a term of one year.

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(d) After the initial terms under section 4.5(b)(2), subsequent appointments of members of the Executive Committee appointed under section 4.5(b)(2) will be for terms of four years. The County Executive shall fill a vacancy on the Executive Committee caused other than by expiration of a term in the same manner as the original appointment under section 4.5(b)(2) for the balance of the unexpired term.

(e) A member of the Executive Committee may continue to serve after the expiration of the member's term until a successor is appointed and qualified.

(f) To serve as a member of the Executive Committee, a person must be a member of the Authority Board.

(g) Before entering upon the duties as a member of the Executive Committee, each member of the Executive Committee must take and subscribe to the oath of office required by section 1 of article 11 of the Michigan Constitution of 1963. A copy of each oath of office must be filed with the clerk of the County.

4.6 **Executive Committee Powers**

Except as otherwise provided in section 4.2, the Executive Committee shall exercise the powers of the Authority. The Executive Committee shall appoint the Executive Director of the Authority. The Executive Committee has the power to manage and direct on behalf of the public the functions or services performed under this agreement. The Executive

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Committee is responsible for compliance by the Authority with rules and procedures applicable to the Authority under the C.J.I.S. Act.

4.7 **Executive Committee Meetings**

The member of the Executive Committee described in section 4.5(b)(1) shall convene the initial meeting of the Executive Committee and shall serve as chairperson of the Executive Committee. The Executive Committee shall meet regularly at the place, date, and time as the Executive Committee determines, but not less than quarterly. Meetings of the Executive Committee must comply with the OMA. Public notice of the time, date, and place of Executive Committee meetings must be given in the manner required by the OMA.

4.8 **Executive Committee Quorum and Voting**

A majority of the members of the Executive Committee then in office constitutes a quorum for the transaction of business. The Executive Committee shall act by a majority vote of its members. Members of the Executive Committee shall not engage in proxy voting.

4.9 **Bylaws**

The Executive Committee may adopt bylaws consistent with this agreement and applicable law governing the activities of the Executive Committee.

4.10 **Committees**

(a) The Executive Committee shall establish a Finance Committee as an advisory body consisting of members of the Authority Board to advise the Executive Committee not less than once per year on fees and other charges sufficient to pay the expenses of the CLEMIS System and the Authority.

(b) The Executive Committee may establish other committees consisting of members of the Authority Board to advise the Executive Committee on matters relating to the Authority and this agreement.

4.11 **Advisory Groups**

The Executive Committee may establish advisory groups consisting of individuals representing parties to this agreement and persons or entities to which the Authority provides services to advise the Executive Committee on matters relating to the Authority, including a user advisory group.

4.12 **Executive Director**

The Executive Committee shall appoint the chief executive officer of the Authority (the "**Executive Director**"). The Executive Director shall administer all programs, funds, personnel, contracts, and all other administrative functions of the Authority, subject to oversight of the Executive Committee. The Executive Director shall receive compensation as determined by the Executive Committee. All terms and conditions of the Executive Director's employment, including length of service, must be specified in a written contract between the Executive Director and the Authority. The Executive Director will serve at the pleasure of the Executive Committee, and the Executive Committee may remove or

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discharge the Executive Director by a vote of at least a majority of the members of the Executive Committee.

4.13 **Fiduciary Duty**

The members of the Authority Board, the Executive Committee, and the Executive Director are under a fiduciary duty to conduct the activities and affairs of the Authority in the best interests of the Authority, including the safekeeping and use of all Authority money and other Authority assets for the benefit of the Authority. The members of the Authority Board, the Executive Committee, and the Executive Director shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

4.14 **Compensation**

The members of the Authority Board and the Executive Committee will receive no compensation for the performance of their duties. A member of the Authority Board or the Executive Committee may engage in private or public employment, or in a profession or business. Members of the Authority Board and the Executive Committee may be reimbursed by the Authority for expenses incurred (such as travel and meals) relating to the performance of official duties of the Authority.

4.15 **Ethics and Conflicts of Interest**

The Executive Committee shall adopt ethics policies governing the conduct of Authority Board members, the Executive Committee, and the officers and employees of the Authority. The policies must be no less stringent than those provided for public officers and employees under 1973 PA 196, as amended, MCL 15.341 to 15.348. Members of the Authority Board, the Executive Committee, and the officers and employees of the Authority will be deemed to be public servants under 1968 PA 317, as amended, MCL 15.321 to 15.330, and are subject to any other applicable laws with respect to conflicts of interest. The Executive Committee shall establish policies and procedures requiring disclosure of relationships that may give rise to conflicts of interest.

4.16 **Fees and Charges**

The Executive Committee shall establish fees and other charges sufficient with other resources to pay the expenses of the CLEMIS System and the Authority. When establishing fees and other charges, the Executive Committee shall consider any recommendation from the Finance Committee required by section 4.10(a).

ARTICLE 5
POWERS OF AUTHORITY

5.1 **General Powers**

(a) In carrying out its purposes and otherwise executing this agreement, the Authority may perform, or perform with any Person, as applicable, any power, privilege, or authority that the parties share in common and that each might exercise separately

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to the fullest extent permitted by Act 7 and other applicable law. The enumeration of a power in this agreement is not a limitation upon the powers of the Authority.

(b) Among other things, the Authority may do all of the following:

(1) make or enter into contracts;

(2) employ agencies or employees;

(3) acquire, construct, manage, maintain, or operate buildings, works, or improvements;

(4) acquire, own, hold, operate, maintain, lease, or sell real or personal property and dispose of, divide, or distribute any property;

(5) incur debts, liabilities, or obligations that, except as expressly authorized by the parties, do not constitute the debts, liabilities, or obligations of any of the parties;

(6) cooperate with a Public Agency or an agency or instrumentality of the Public Agency;

(7) make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further its purposes;

(8) form other entities necessary to further the purposes of this agreement; and

(9) sue and be sued in the name of the Authority.

In Process

(c) The Authority may not bind a party to this agreement, unless otherwise agreed to by the party.

(d) The Authority may not levy a tax.

5.2 **Additional Powers**

(a) The Authority also may do all of the following:

(1) employ, engage, compensate, transfer, or discharge necessary personnel, subject to the provisions of applicable law;

(2) fix and collect charges, rates, rents, fees, loan repayments, loan interest rates, or other charges on loans;

(3) promulgate necessary rules and provide for their enforcement by or with the assistance of the parties to accomplish the purposes of this agreement;

(4) accept gifts, grants, assistance funds, or bequests and use the same for the purposes of this agreement;

(5) apply for and accept grants, loans, or contributions from any source and secure grants, loans, or other contributions;

(6) make claims for federal or state aid payable to a party on account of the execution of this agreement, with the consent of the party;

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(7) determine the manner of responding for any liabilities that might be incurred through performance of the Agreement and insure against any such liability;

(8) adjudicate disputes or disagreements, the effects of failure of the parties to pay their shares of the costs and expenses agreed to by the parties, and the rights of the other parties in such cases;

(9) engage auditors to perform independent audits of the financial statements of the Authority;

(10) invest surplus funds or proceeds of grants, gifts, or bequests and adopt an investment policy in connection therewith;

(11) employ legal, financial, and technical experts, other officers, agents, or employees, and accept voluntary provision of such services and functions from donor individuals and entities;

(12) study, develop, and prepare reports or plans the Authority considers necessary to further the purposes of this agreement and to monitor and evaluate performance under this agreement; and

(13) indemnify, as permitted by law, and procure insurance indemnifying any members of the Authority Board, Executive Committee, or officers or employees of the Authority from personal loss or accountability from liability asserted by any Person for any acts or omissions of the Authority.

In Process

(b) The Authority may enter into agreements, contracts, or arrangements with a Public Agency or other Person necessary or appropriate to assist the Authority in carrying out its duties and functions.

(c) The Authority may accept gifts, grants, bequests, and other donations for use in performing the Authority's functions. Money or property accepted must be used as directed by the donor in accordance with applicable law, rules, and procedures. The Authority may receive local, state, and federal funds to accomplish its purposes.

(d) The Authority may form and own other legal entities to further the purposes of this agreement. The Authority may cooperate with a Public Agency, an instrumentality of that Public Agency, or other legal or administrative entities created under Act 7.

5.3 **Bonds or Notes; Limitation**

(a) The Authority shall not issue any type of bond in its own name, except as provided in this section 5.3, or in any way indebt a party except as expressly authorized by that party.

(b) The Authority may borrow money and issue bonds or notes in its name for local public improvements or for economic development purposes, but the Authority must not borrow money or issue bonds or notes for an amount that, together with the total outstanding bonded indebtedness of the Authority, exceeds 2 mills of the taxable value of the taxable property within the geographic areas of the parties as

Township Supervisor
Brenda L. Stumbo
Township Clerk
Debbie Swanson
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— WHERE YOUR FUTURE GROWS —

Trustees
Karen Lovejoy Roe
John Newman II
Gloria Peterson
LaResha Thornton

MEMORANDUM

To: Charter Township Board of Trustees

From: Brenda Stumbo, Township Supervisor
Debbie Swanson, Township Clerk
Stan Eldridge, Township Treasurer

Date: AUGUST 12 2025

RE APPROVE CHARTER TOWNSHIP OF YPSILANTI ROAD CLOSURES, PARADES, EVENTS, CELEBRATIONS, FESTIVALS POLICY

In November of 2025, we requested a pause from placing temporary road closure resolutions on board agendas to allow the 3 full time officials the opportunity to work with the Washtenaw County Road Commission and Washtenaw County Sherrif Office to understand the current process and procedures that happen at each step of the process by each governmental agency.

The Charter Township of Ypsilanti Road Closures, Parades, Events. Celebrations, Festivals Policy is aligned and consistent with the expectations and policies of the Washtenaw County Sherrif and the Washtenaw County Road Commission.

This policy for submitting a request for a temporary road closure resolution is designed to support clear communication between all parties.

CHARTER TOWNSHIP OF YPSILANTI

ROAD CLOSURES / PARADES / EVENTS / CELEBRATIONS / FESTIVALS

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PURPOSE:

This intent and purpose of this policy is to designate a formal process to allow for a petition to be heard by the Charter Township of Ypsilanti Board of Trustees as it relates to requesting a short, or long, term road closure for the purpose of Parades, Events, Celebrations, Festivals, or any other type of an event that would require such a closure. The request may be made by any person, organization or business. Approval of any submitted petition by the Charter Township of Ypsilanti is simply an approval to forward the same petition to the Washtenaw County Road Commission for their review and their final approval, since they oversee the non-Michigan Department of Transportation (MDOT) roadways within the Charter Township of Ypsilanti, as they have final oversight authority.

PROCESS:

1. Any person(s), organizations, business owners, or others requesting a closure of any roadway within the Charter Township of Ypsilanti must make such a request in writing to the Charter Township of Ypsilanti Clerk's Office at least 90 days in advance of the proposed closure.
2. The request must identify specific dates and times, as well as the affected roadway involved in the request.
3. The request must identify any special needs related to the request, i.e. police or security requirements, signage, etc.
4. The request must provide full name(s) and contact information of the requestor(s).
5. All costs associated with any submitted request shall be paid by the requesting person, organization or business.

ADDITIONAL

Parades, Events, Celebrations & Festivals requires that a permit granting permission to temporarily close a Charter Township of Ypsilanti road for a reasonable length of time for a parade, event, celebration, festival or similar activity, or to use a Charter Township of Ypsilanti road as a detour for traffic around such activity taking place on a township road, may be issued only by the Washtenaw County Road Commission to an individual person, group or organization, after the local municipality has provided documentation of their local approval for the requested closure.

All road closure requests shall first receive approval by the Charter Township of Ypsilanti Board of Trustees, who will then forward their approval to the Washtenaw County Road Commission via the office of the Township Clerk, which in turn can only receive final approval, or denial, by the Washtenaw County Highway Engineer, per the current policy of the Washtenaw County Road Commission.

Should approval be given by the Charter Township of Ypsilanti Board of Trustees, the group, or person(s), who made the original request shall then complete information the approved form supplied by the Washtenaw County Road Commission Permits Section.

The group, or person(s) completing the application shall include a copy of the resolution from the Charter Township of Ypsilanti that indicates that the initial request has been heard by the Township Board of Trustees and has been approved, or denied, at that level.

The application submitted by the group, or person(s), shall include, without limitation, the following information:

1. The nature of the activity for which the permit is being requested.
2. The proposed detour route or routes.
3. The roads and/or portions of the Charter Township of Ypsilanti roads to be closed.
4. The dates and times the roads are proposed to close and reopen to traffic.
5. Such other information as the Washtenaw County Road Commission may require.

Any permit allowing the closure or partial closure of a road shall be issued subject to the following conditions:

1. No suitable alternate location is available for the parade, event, celebration or festival which would be safer and/or impose less interruption of traffic.
2. The closure or partial closure of the road and any detour route selected shall allow alternative routes for the reasonably safe and convenient movement of traffic.
3. Where a temporary nighttime closure is permitted for a parade, event, celebration, festival or similar activity, all points of potential hazard and all barricades and warning signs shall be provided with high intensity reflective sheeting at the expense of the group, or person(s), submitting the original request to the Charter Township of Ypsilanti, and the sheeting material shall follow the guidelines in the current edition of MMUTCD.
4. All traffic control devices installed in conjunction with the road closure or partial closure and any detour route shall conform to the provisions in the current edition of MMUTCD.
5. The group, or persons(s), submitting the original permit request to the Charter Township of Ypsilanti shall, at its sole expense, furnish, install, maintain and remove all traffic control devices when they are no longer necessary.
6. The group, or person(s), submitting the original permit request to the Charter Township of Ypsilanti shall indemnify and hold harmless the Charter Township of Ypsilanti and the Washtenaw County Road Commission from all claims and expenses of any kind or nature arising from, or in, any way related to the permitted activity.
7. The group, or person(s) making the original request to the Charter Township of Ypsilanti shall, at its expense, immediately following the conclusion of the permitted activity, shall clean up and remove any litter, debris, refuse, etc., placed or left in the right-of-way, as a result of, the permitted activity. If the group, or person(s) submitting the original request to the Charter Township of Ypsilanti fails to clean-up as required, causing the Washtenaw County Road Commission to do the clean-up work, they shall fully reimburse the Washtenaw County Road Commission for the cost thereof.
8. Any permit for a road closure may be revoked by the Washtenaw County Road Commission at any time if the closure becomes dangerous to those using the road or unduly interferes with the free movement of traffic or maintenance operations, or if the group, or person(s), submitting the original request to the Charter Township of Ypsilanti fails to comply with any

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permit conditions, as listed by the Washtenaw County Road Commission.

9. All road closures shall be approved by the Washtenaw County Road Commission Highway Engineer. If the closure will not last more than 24 hours and the group, or person(s), requesting the original permit from the Charter Township of Ypsilanti is coordinating with Law Enforcement a free permit will be issued.
10. All short-term road closures shall require proof of law enforcement assistance to close the road and direct traffic as required by the Washtenaw County Road Commission. Such submission is based on an approved timeline from the Washtenaw County Road Commission.
11. Road closures not exceeding 15 minutes will not require a signed detour route and utilization of traffic control devices. Road closures greater than 15 minutes shall require a detour plan as approved by the Washtenaw County Road Commission. All traffic control devices shall comply with the guidelines in the current edition of MMUTCD.
12. At no point in this process does the Charter Township of Ypsilanti accept any responsibilities, direct or in-direct, as it relates to costs, duties, etc., regarding any application submitted by any group, or person(s), requesting a road closure for any event within the Charter Township of Ypsilanti, or elsewhere.

ADDENDUM:

For further reference, listed below is the State of Michigan's position on this issue:

DRIVEWAYS, BANNERS, AND PARADES (EXCERPT)

Act 200 of 1969

247.323
Permits to temporarily close highway and for banners, decorations, or similar objects; issuance; requests; arrangements for handling highway traffic; section inapplicable to racing event.

Sec. 3.
A permit to temporarily close a highway, or a portion of the highway, for a parade, celebration, festival, or similar activity, and a permit for banners, decorations, or similar objects to overhang the traveled way of a highway, may be issued by the highway authority only if requested by an authorized official designated by resolution of the governing body of a city, incorporated village, or township. Requests for temporary closing of highways shall indicate the time and date the highway is to be closed to traffic, the date and time the highway is to be reopened to traffic, and other information as the highway authority may require. A permit shall not be issued for the partial or complete closing of a highway unless the highway authority is satisfied that adequate arrangements have been made for the handling of highway traffic during such closure. Permits for banners, decorations, or similar objects over the traveled way of a highway shall require that they be securely fastened and be at least 18 feet above the surface of the traveled way. This section does not apply to a racing event for which a permit has been issued under the city motor vehicle racing act of 1981.

History: 1969, Act 200, Imd. Eff. Aug. 6, 1969; -- Am. 1981, Act 177, Imd. Eff. Dec. 14, 1981

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WASHTENAW COUNTY
OFFICE OF THE SHERIFF

EST. 1823

ALYSHIA M. DYER, SHERIFF

TO: Applicant of Special Contract Request

FM: Sheriff Alyshia Dyer

REF: Special Contracts Request

Greetings,

Thank you for reaching out to the Washtenaw County Sheriff's Office to request a special contract. The Sheriff's Office has revised our process to ensure that all parties are included and aware of any special events, large moves (escorts) or gatherings that may be taking place in their jurisdiction.

To enter a special contract with the Sheriff's Office, the following steps must be taken.

1. Reach out to the local City, Village or Township and check to see if a permit is required. Contact Numbers.docx
2. Check with the Washtenaw County Road Commission or local jurisdiction Department of Public Works to see if a permit is required. (phone numbers listed in above link)
3. Complete the preliminary request form, from the Sheriff's Office. WCSO Special Contract Request
4. Once these steps have been met, a command officer from the Sheriff's Office will contact you to gather any other preliminary information (staffing levels, confirm dates and times, or any other pertinent information) and request a draft contract for review.
5. If both parties agree to the drafted contract and signed, the Sheriff's Office will post the detail.
6. Once the detail is complete, the Sheriff's Office will send an invoice to be paid within 30 days of the invoice date.

Thank you,

Alyshia Dyer

Sheriff Alyshia Dyer

Township Supervisor
Brenda L. Stumbo
Township Clerk
Debbie Swanson
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
—ASSESSMENT DEPARTMENT—

Trustees
Karen Lovejoy Roe
John Newman II
Gloria Peterson
LaResha Thornton

Date: August 11, 2026

To: Debbie Swanson,
Ypsilanti Township Clerk

From: Brian McCleery,
Deputy Assessor

Subject: Authorization to Enter into Negotiations to Sell Property to Ms. Davis

K-11-14-482-026 1710 Outer Lane Dr

The Assessment Department is requesting Ypsilanti Township Board of Trustees authorization to enter into negotiations to sell the above parcel currently owned by Ypsilanti Township to Elaine Davis. An appraisal of the property will be conducted to estimate the market value, ***As Is,*** of the property. Our department is requesting authorization to start negotiations at the appraised value and work with Ms. Davis to arrive at a Fair Market Value for the properties.

The parcel is a R-5 zoned residential property that is landlocked with no road frontage and is currently not buildable. The lot has been mowed and maintained by Ms. Davis over the years. If Ms. Davis purchases the property, it will be combined with her adjacent home located at 1712 Outer Lane Dr.

Attached you will find an email from Ms. Davis's nephew, Pharen Scott who is assisting her with the purchase process. Also attached are the aerial photographs, record card and deed for the Township property. If you have any questions or need more information, please don't hesitate to contact me.

Outlook

Purchasing a Township-Owned Vacant Lot

From Pharen Scott <scottgroupmi@gmail.com>
Date Fri 7/24/2026 1:07 PM
To assesing@ypsitownship.org <assesing@ypsitownship.org>; Brian McCleery <bmccleery@ypsitownship.org>; ldoppake@ypsitownship.org <ldoppake@ypsitownship.org>
Cc peggyd1947@gmail.com <peggyd1947@gmail.com>

You don't often get email from scottgroupmi@gmail.com. Learn why this is important

Dear Mr. McCleery & Mrs. Doppake,

I hope you're doing well.

My name is Pharen Scott, a local realtor with Keller Williams. I am helping my aunt with possibly purchasing the Township-owned vacant parcel located at **1710 Outer Lane Drive, Ypsilanti, MI 48198, K01114482026**. She owns 1712 Outer Lane Dr & has been taking care of/maintaining 1710 Outer Ln. Dr. for the past 50 years.

I would appreciate any information you can provide regarding the Township's process for purchasing surplus or Township-owned vacant land. Specifically, I would like to know:

- Whether this parcel is available for purchase.
- If the Township has identified it as surplus property.
- The steps required to submit a formal purchase request.
- Whether a market valuation has already been completed or would be prepared as part of the process.
- Whether there are any zoning, utility, access, or deed restrictions that would affect future use of the property.
- Has anyone else inquired about purchasing the property in the past couple years?
- Would the lot need to be combined?

If the parcel is available, I would be happy to submit a formal Letter of Intent or any additional documentation the Township requires for consideration by staff and the Township Board.

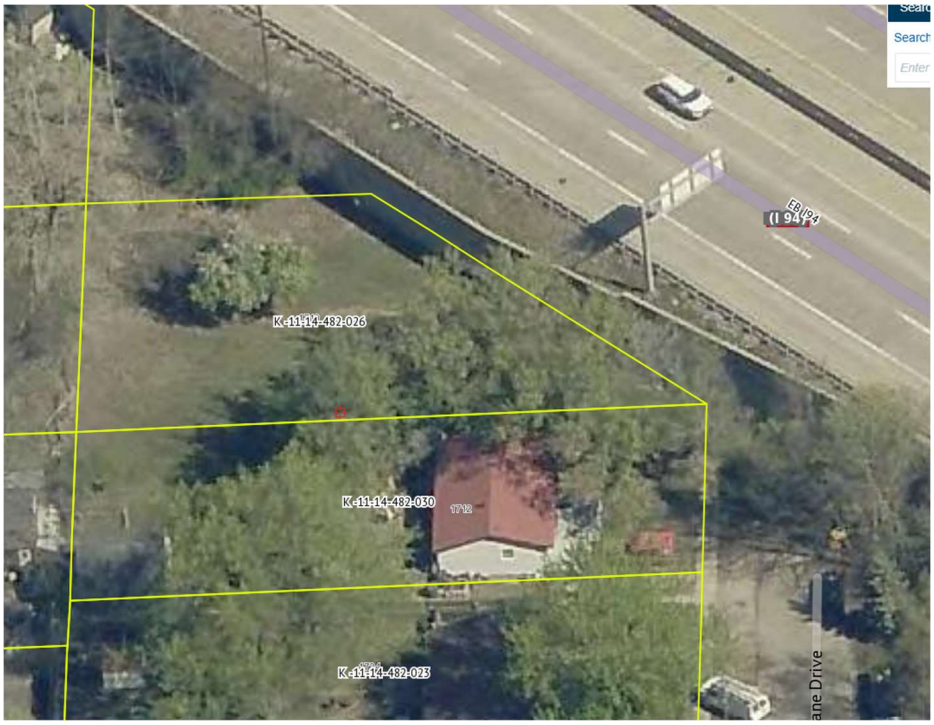
Thank you for your time and assistance. I look forward to hearing from you.

Sincerely,

Pharen Scott

Cell: 734-740-5361
Office: 810-227-5500
KW Living
130 W Grand River, Brighton

1710 Outer Lane Dr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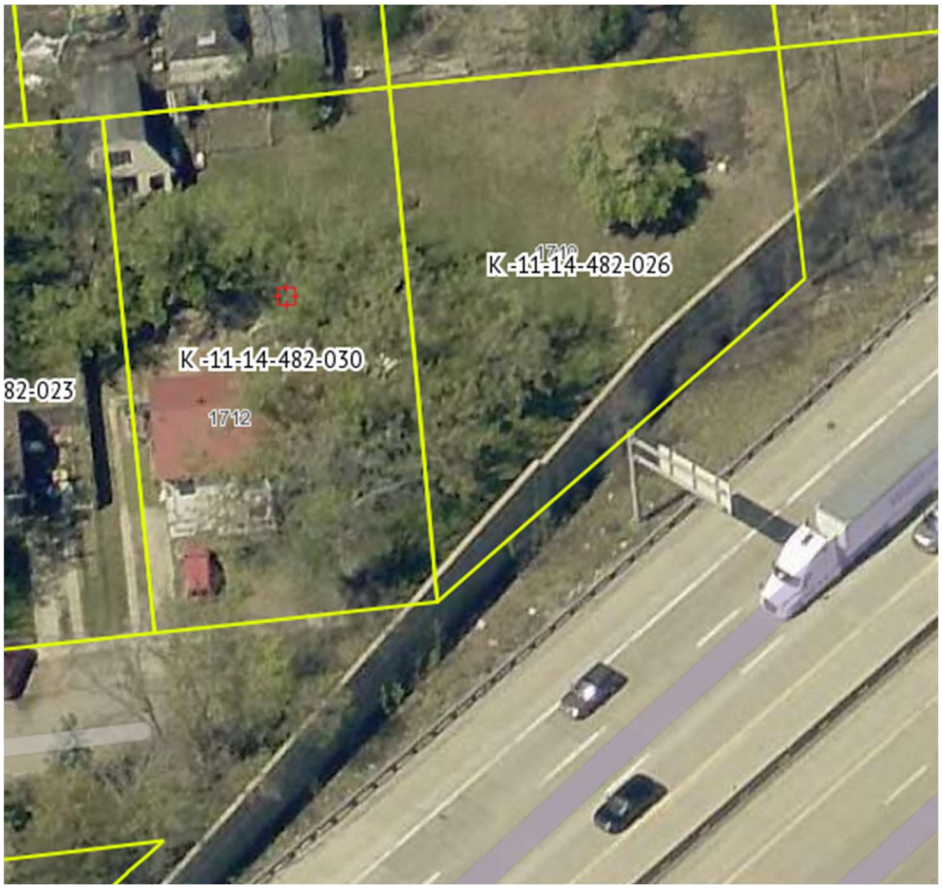
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K-11-14-482-026

Parcel Number: K -11-14-482-026 Jurisdiction: YPSILANTI TOWNSHIP County: WASHTENAW Printed on 08/11/2026

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
DRN	CHARTER TOWNSHIP OF YPSIL	0	06/30/1997	WD	21-NOT USED/OTHER	3912/ 452	PROPERTY TRANSFER	0.0

Property Address

1710 OUTER LANE DR

Owner's Name/Address

CHARTER TWP OF YPSILANTI
7200 S HURON RIVER DR
YPSILANTI MI 48197

Tax Description

YP#104-924B THAT PART OF LOT 1244 AND THE S 1/2 OF VACATED COOLIDGE AVE N OF LOT 1244, WHICH LIES SWLY OF A LINE 100 FT SWLY OF, MEASURED AT RT ANGLES & PARALLEL TO THE CENTERLINE OF HWY I-94 WATSONIA PARK SUBDIVISION.

Comments/Influences

Class: RESIDENTIAL-VACAN | Zoning: R-5

School: VAN BUREN PUB SCHOOLS

P.R.E. 0%

MAP #: R 585 455 00

2027 Est TCV 0

Building Permit(s)	Date	Number	Status

	Improved	X	Vacant

	Public Improvements
	Dirt Road
	Gravel Road
X	Paved Road
X	Storm Sewer
X	Sidewalk
X	Water
X	Sewer
X	Electric
X	Gas
X	Curb
	Street Lights
	Standard Utilities
	Underground Utils.

	Topography of Site
X	Level
	Rolling
	Low
	High
	Landscaped
	Swamp
	Wooded
	Pond
	Waterfront
	Ravine
	Wetland
	Flood Plain

Who	When	What

Land Value Estimates for Land Table 00900.EXEMPT - YPSILANTI TWP 900

Description	Frontage	Depth	* Factors * Front	Depth	Rate	%Adj.	IRREGULAR SHAPE Reason	Value
	80.00	105.00	1.0000	1.0000	0	100		0
80 Actual Front Feet, 0.19 Total Acres							Total Est. Land Value =	0

Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
2027	EXEMPT	EXEMPT	EXEMPT			EXEMPT
2026	EXEMPT	EXEMPT	EXEMPT			EXEMPT
2025	0	0	0			0
2024	0	0	0			0

The Equalizer. Copyright (c) 1999 - 2009. Licensed To: Township of Ypsilanti, County of Washtenaw, Michigan

*** Information herein deemed reliable but not guaranteed***

RECEIVED
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Peggy M. Haines - Washtenaw Co. D
L-3912 P-452

PUBLIC USE DEED

No.192804

MICHIGAN DEPARTMENT OF NATURAL RESOURCES
REAL ESTATE DIVISION
Issued under Act 451, Public Acts of 1994, as amended.

11
2

THIS DEED, made this 30th day of June, 1997 BY AND BETWEEN, the DEPARTMENT OF NATURAL RESOURCES for the STATE OF MICHIGAN, by authority of Part 5, General Powers and Duties, of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994, being Sections 324.501 to 324.511 of the Michigan Compiled Laws, as amended, hereafter called "Grantor", and

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

hereafter called "Grantee".

WITNESS, that the Grantor, acting for and in behalf of the State of Michigan by authority of Act 451, P.A. 1994, as amended, and for the sum of Three Hundred ($ 300.00) DOLLARS paid to it by Grantee, hereby grants, conveys, and quit-claims unto the Grantee and to Grantee's successors and assigns, for Public purposes, all the right, title and interest acquired by the State of Michigan in and to the following described land located in the County of Washtenaw, State of Michigan:

Township of Ypsilanti
TOWN 03 SOUTH, RANGE 07 EAST SECTION 14
Fomerly Lots 650 and 651 of vacated Watsonia Park desc as follows com at NE cor of Sec th S 60.01 ft in E line of Sec th N 88d 49m 10s W 60.01 ft th S 420.70 ft for a pl of beg th S 40 ft th n 89d 38m 30s W 100ft th N 40 ft th S 89d 38m 30s E 100 ft to the pl of beg being a part of E ½ of NE ¼ 0.09 Ac
11 01 400 100
DONOVAN'S CLOVERLAWN
Lots 207-208 exc the ELY 65 ft thereof
11 14 011 310
WATSONIA PARK SUBDIVISION
That part of lot 1244 which lies SWLY of a line 100 ft SWLY of measured at rt angles & aprallet to the centerline of HWY I-94 Plus S 30 ft of abandoned Coolidge St. r.o.w.
11 58 545 500
Lot 1423
11 58 557 600

It is expressly understood that when the above described land is no longer needed by the Grantee and sold for a valuable consideration, the proceeds from any such sale, in excess of expenditures for acquisition or improvement, shall be accounted for to the State and the local units of Government pro rata according to their several interests therein arising from the non-payment of taxes and special assessments thereon as appear in the offices of the State Treasurer, County, City, Village or Township Treasurers.

Exemption from State Transfer Tax is claimed under authority of Section 6(h)(i), Act 255, P.A. 1994 (207.526, Michigan Compiled Laws).

Exemption from County Real Property Transfer Fee is claimed under authority of Section 5(h), Act 134, P.A. 1966 (207.505, Michigan Compiled Laws).

PR 6304
(Rev. 4/97)

cc: Dwight Sanders Rick - property
Ruth Ann

SAVING AND EXCEPTING OUT OF THIS CONVEYANCE and always reserving unto the said State of Michigan, all mineral, coal, oil and gas, lying and being on, within or under the said lands hereby conveyed, except sand, gravel, clay or other nonmetallic minerals with full and free liberty and power to the said State of Michigan, its duly authorized officers, representatives and assigns, and its or their lessees, agents and workmen, and all other persons by its or their authority or permission, whether already given or hereafter to be given at any time and from time to time, to enter upon said lands and take all usual, necessary, or convenient means for exploring, mining, working, piping, getting, laying up, storing, dressing, make merchantable, and taking away the said mineral, coal, oil and gas, except sand, gravel, clay or other nonmetallic minerals; and also saving and reserving unto the People of the State of Michigan the rights of ingress and egress over and across all of the above mentioned descriptions of land lying along any watercourse or stream, pursuant to the provisions of Part 5, General Powers and Duties, of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994,being Sections 324.503 of the Michigan Compiled Laws, as amended. Further, excepting and reserving to the State of Michigan, all aboriginal antiquities including mounds, earth-works, forts, burial and village sites, mines or other relics and also reserving the right to explore and excavate for the same, by and through its duly authorized agents and employees, pursuant to the provisions of Part 761, Aboriginal Records and Antiquities, of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994, being Sections 324.76101 to 324.76118.

IN WITNESS WHEREOF, the Grantor, by its Manager, Land Records and Tax Reversion, has signed and affixed the seal of the Department of Natural Resources the day and year first above written.

Signed, Sealed and Delivered in Presence of:

Janet Griffin

Janet Griffin

Patricia A. Simon

Patricia A. Simon

DEPARTMENT OF NATURAL RESOURCES
FOR THE STATE OF MICHIGAN

BY: Lois A. Hinkle

Lois A. Hinkle, Manager
Land Records & Tax Reversion
Real Estate Division

STATE OF MICHIGAN
County of Ingham } ss.

The foregoing instrument was acknowledged before me this 2nd day of July, 1997, by Lois A. Hinkle, Manager, Land Records and Tax Reversion, Real Estate Division of the Department of Natural Resources for the State of Michigan.

Roxanne L. Harris

Roxanne L. Harris, Notary Public
Ingham County, Michigan

My Commission Expires: February 21, 1999

Recorded in Liber 388 of Deeds, Page 304
(Real Estate Division Records)

Prepared by:
PATRICIA A. SIMON
REAL ESTATE DIVISION
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
P O BOX 30448
LANSING MICHIGAN 48909-7948

5078355
Page: 2 of 2
11/05/1999 07:55A
Peggy M. Haines - Washtenaw Co. D
L-3912 P-452

When recorded, return to:

Brenda L. Stumbo, Clerk
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2026-17
In Reference to Ordinance 2026-517

1st READING RESOLUTION (2026-17), PROPOSED ORDINANCE 2026-517, AN ORDINANCE TO AMEND ZONING ORDINANCE TEXT: LAND USE TABLE, FORM BASED CODE REGULATIONS, AND CHANGES AND AMENDMENTS

The following resolution was offered by The Charter Township of Ypsilanti Planning Department and supported by the Charter Township of Ypsilanti Planning Commission.

Whereas, the Township passed the new Zoning Ordinance in 2022 that was a document aligned with the Ypsilanti Charter Township 2040 Master Plan and

Whereas, the Township from time-to-time wants to update and clean up the zoning ordinance for easier to understand and implement process and regulations that continue to align with the Master Plan; and

Whereas, this Ordinance proposes zoning text amendment updates to three sections of the code, which include the land use table, the form-based code regulations and to the Changes and Amendments for rezonings and conditional rezonings; and

Whereas, at is regularly scheduled meeting held July 14, 2026 the Charter Township of Ypsilanti Planning Commission held a public hearing, discussed the proposed text amendments, and recommended that the Township Board approve the ordinance amendment as presented.

Now Therefore, Be It Resolved that the Charter Township of Ypsilanti Board hereby adopts and incorporates by reference Ordinance No. 2026-517 attached hereto, by reference, in its entirety.

I, Debra A. Swanson, 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. 2026-17 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on August 18, 2026.

_____

Debra A. Swanson, Clerk Charter Township of Ypsilanti

Township Supervisor
Brenda L. Stumbo
Township Clerk
Debbie Swanson
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— PLANNING & ZONING DEPARTMENT —

Trustees
John Newman II
Gloria Peterson
Karen Lovejoy Roe
LaResha Thornton

MEMORANDUM

To: Ypsilanti Charter Township Board

From: Mark Yandrick, AICP, Planning Director
Sally Elmiger, AICP, Planning Consultant, Carlisle Wortman & Associates

cc: Brenda Stumbo, Ypsilanti Township Supervisor
Doug Winters, McLain and Winters

Date: July 2, 2026 , Upddated August 12, 2026

Re: Zoning Ordinance Text Amendment: Cleanup (Various Items)

Process
A Zoning Ordinance Text Amendment is a change to the written regulations of a township's zoning ordinance. To evaluate a text amendment, the Michigan Zoning Enabling Act requires the Planning Commission to first hold a public hearing and then discuss and possibly refine the language before making a recommendation on the amendment to the Township Board. The Township Board is then required to hold at least two (2) readings of the Text Amendment before making a decision.

Background
The township passed the current Zoning Ordinance on February 15, 2022, and since that time occasionally proposed Township-initiated ordinance amendments. The current proposals aim to clean up or refine the ordinance for better regulations and process, while ensuring alignment with the Township's Master Plan. For this round, there are three (3) buckets of changes:

Bucket #1: Land Use Table
Bucket #2: Form Based Code
Bucket #3: Changes and Amendments (Rezonings)

Proposal
<u>Bucket #1 Land Use Table</u>
Staff identified that Section 420. – Table of Uses does not align with *Religious Land Use and Institutionalized Persons Act*, which was passed by the Federal Government in 2000. This act protects individuals, houses of worship, and other religious institutions from discrimination in land use regulations. The law requires zoning to process Places of Worship not more restrictively than how it processes other places of assembly, such as theatres, concert halls, etc. Currently, the General Business District allows Places of Worship with a Special Land Use approval by the Planning Commission while Theatres and Places of Assembly are Permitted Uses. This amendment to the General Business district will require Special Land Use review of the following uses:

Theaters, public assembly halls, concert halls or similar places of public assembly.

There have been documented public safety issues and increased service calls with places of assembly in the Township in recent years. So, requiring Special Land Use review for places of assembly provides additional standards for the township to evaluate the use by, and determine if the use is appropriate at the proposed location.

Bucket #2: Form Based Code

Mixed-Use Development traditionally allows residential and commercial uses on the same property; however, the current Form Based Code Regional and Neighborhood Corridor zoning districts do not allow Use Group 4, including retail and restaurants on the same property as residential uses and other land uses from Use Groups 1, 2, and 3. This modification would allow mixed-use development to have a mix of land uses from Use Groups 1, 2, 3, and 4. The Town Center already allows a mix of Use Groups 1, 2, 3, and 4.

Additionally, there are some minor changes in the design element section that allow flexibility in transparency requirements. This follows multiple variance requests that were approved for Sheetz, Aldi's, and Culvers, and provides more avenues for applicants to meet the requirement and reduce variance requests.

Bucket #3: Changes and Amendments (Rezonings)

This proposal requires a pre-application meeting for rezoning requests. This aligns with the current pre-application meeting requirement for site plans. The rezoning and conditional rezoning pre-application meeting provides an opportunity to assess a request, provide feedback from the various technical agencies, if this is the best zoning district to request and lastly, if the rezoning is even needed.

Conclusion

This Ordinance proposes to clean up several sections of the Zoning Ordinance to provide a better process and flexibility for the Township and applicants and aligns with state and federal laws.

Planning Commission Recommendation

Planning Commission held a public hearing at it's July 14, 2026 and after the hearing, approved a motion recommending APPROVAL, 5-0 without conditions of the proposed zoning text amendments.

Zoning Ordinance Text Amendment

Various Ordinances

August 18, 2026, Township Board

ZONING ORDINANCE AMENDMENT- APPENDIX A, ARTICLE 4 – DISTRICTREGULATIONS, ARTICLE 5 – FORM BASED DISTRICTS AND ARTICLE 18 – CHANGES AND AMENDMENTS.

YPSILANTI TOWNSHIP

— PLANNING & ZONING DEPARTMENT —

Zoning Ordinance Text Amendment

THE AMENDMENTS INCLUDE:

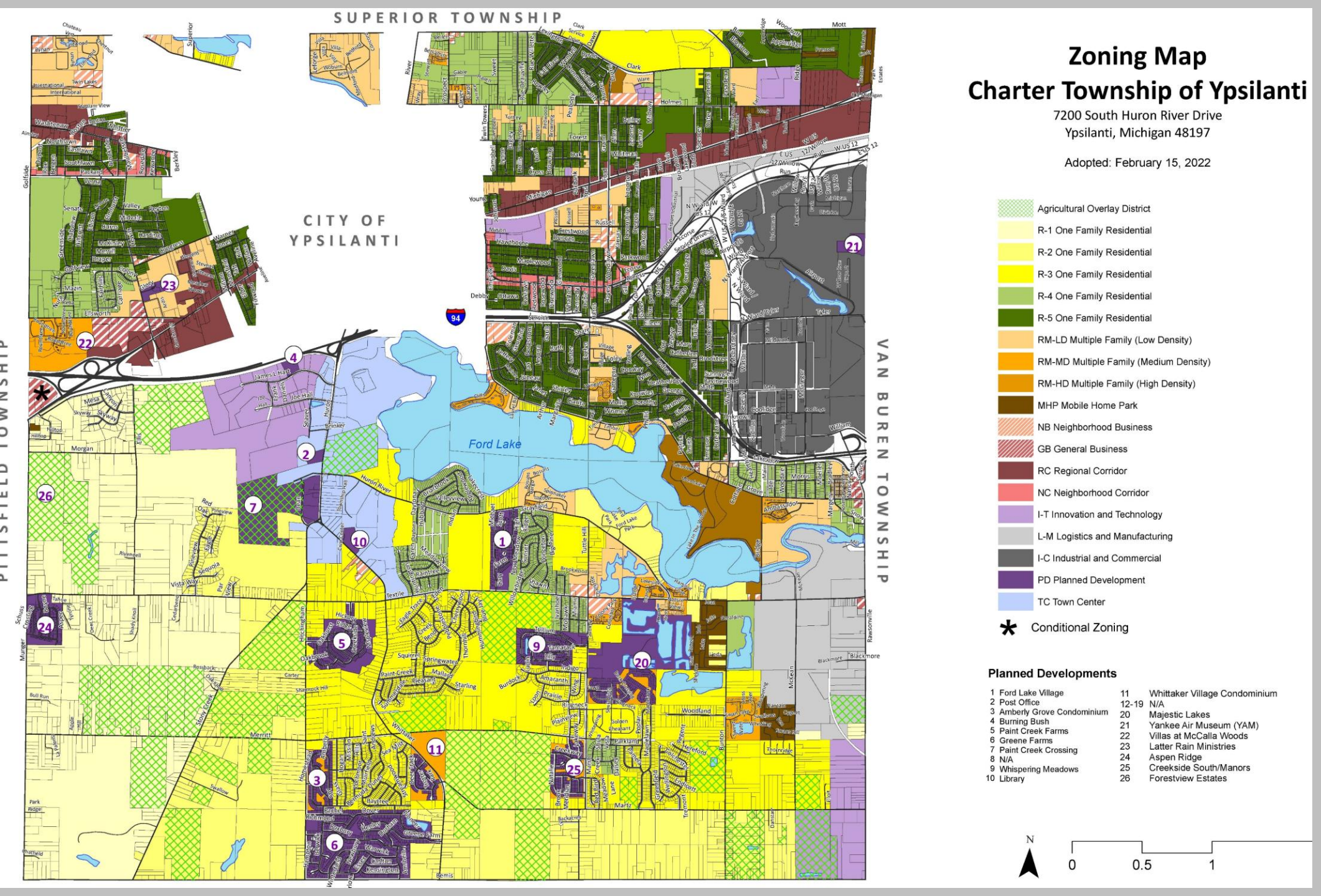
1. PROPOSED AMENDMENTS TO SEC. 420. – BUSINESS DISTRICT USETABLE;
2. PROPOSED AMENDMENTS TO SEC. 502. – APPLICABILITY AND ORGINAZATION;
3. PROPOSED AMENDMENTS TO SEC.504 THROUGH 506. –NEIGHBORHOOD CORRIDOR, REGIONAL CORRIDOR, AND TOWN CENTER;
4. PROPOSED AMENDMENTS TO SEC. 507. – DESIGN STANDARDS;
5. PROPOSED AMENDMENTS TO SEC. 1802. – APPLICATION PROCEDURE;
6. PROPSED AMENDMENTS TO SEC. 1805. – CONDITIONAL REZONINGPROCEDURES.

YPSILANTI TOWNSHIP

— PLANNING & ZONING DEPARTMENT —

Process: Zoning Ordinance Text Amendment

- June 23 Planning Commission Work Session
- June 30 Notice in Paper (Ann Arbor News/MLive)
- July 14 Planning Commission Public Hearing
- **August 18 Township Board Meeting, 1st Reading**
- September 15 Township Board Meetign, 2nd Reading


SUPERIOR TOWNSHIP
CITY OF YPSILANTI
PITTSFIELD TOWNSHIP
VAN BUREN TOWNSHIP
Ford Lake
Zoning Map
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, Michigan 48197
Adopted: February 15, 2022
Agricultural Overlay District
R-1 One Family Residential
R-2 One Family Residential
R-3 One Family Residential
R-4 One Family Residential
R-5 One Family Residential
RM-LD Multiple Family (Low Density)
RM-MD Multiple Family (Medium Density)
RM-HD Multiple Family (High Density)
MHP Mobile Home Park
NB Neighborhood Business
GB General Business
RC Regional Corridor
NC Neighborhood Corridor
I-T Innovation and Technology
L-M Logistics and Manufacturing
I-C Industrial and Commercial
PD Planned Development
TC Town Center
* Conditional Zoning
Planned Developments
1 Ford Lake Village
2 Post Office
3 Amberly Grove Condominium
4 Burning Bush
5 Paint Creek Farms
6 Greene Farms
7 Paint Creek Crossing
8 N/A
9 Whispering Meadows
10 Library
11 Whittaker Village Condominium
12-19 N/A
20 Majestic Lakes
21 Yankee Air Museum (YAM)
22 Villas at McCalla Woods
23 Latter Rain Ministries
24 Aspen Ridge
25 Creekside South/Manors
26 Forestview Estates
N
0
0.5
1

Zoning Map

Three (3) Buckets of Zoning Ordinances

Bucket #1: Theatres, Public Assembly Hall, Concert Halls, or Similar Places of Public Assembly in General Business (GB) Zoning District *(Alignment with RLUIPA)*

Bucket #2: Form Based Code *(Mixed Use and Design/Transparency)*

Bucket #3: Changes and Amendments (Rezonings / Conditional Rezonings): Pre-Application Meeting Requirement

Bucket #1 Proposal

- Aligns Theaters, Place of Assembly and similar uses to the House of Workshop Land Use in the General Business Zoning District. It would change it from **Permitted** to **Special Land Use (PC).**
- This change makes it compliant with RLUIPA, which requires that Houses of Worship are not discriminated against and it should be treated the same as similar land uses (like theaters, etc)
- Also aligns the township to evaluate places of assembly to ensure an approved use/business is in the right location and does not negatively impact the surrounding area(s).

Bucket #1: Zoning Ordinance

Section 420. – Table of Uses

4. Business districts table of uses identifies the uses allowed in the following commercial districts:

Business Districts Use Table	NB	GB	Notes
P = Permitted Use SL-PC = Special Use Planning Commission Approval			
SL-TB = Special use Township Board Approval A = Accessory Use — = Not Permitted			
Civic/Institutional			
Houses of worship	SL-PC	SL-PC	
Public/government buildings	P	P	
Public utility buildings, without storage yards; water and sewage	—	—	Water and sewage pumping stations are excluded in the OS-1 and B-1 districts.
Business schools and colleges or private schools operated for profit	—	SL-PC	
Recreation			
Theaters, public assembly halls, concert halls or similar places of public assembly	—	~~P~~ SL-PC	Conducted completely within enclosed buildings.
Outdoor batting cages, archery ranges, and similar uses	—	SL-PC	Subject to conditions in Section 1130.
Outdoor children's amusement parks, miniature golf courses, golf driving ranges, and similar uses	—	SL-PC	Subject to conditions in Section 1130.
Small group or one-on-one exercise studios	P	P	

Bucket #2 Proposal
Part A: Form Based Land Use Group Table

- Allows Mixed Use Development in Regional and Neighborhood Corridors (RC, NC) to allow Use Groups 1, 2, 3, and 4.
- Previously, it did not allow use group 4, where residential mixed with restaurant and retail are traditionally encouraged land uses within a mixed use development, building or property.
- No change is proposed to Town Center, which already has this allowance.

Bucket #2 Proposal
Part B: Form Based Design Standards

- There have been multiple variances sought and approved by the ZBA for Sheetz, Aldi's, and Culver's to meet the transparency requirements.
- The following changes are proposed:
  - Additional flexibility for transparency and provision of alternatives, such as green screen planter walls and translucent, frosted glass, etc.
  - Moving the transparency heights from **2' to 8'** to **3' to 8'**

Bucket #3 Proposal

- Currently, the Zoning Ordinance requires pre-application meetings with township staff and review agency for Site Plans.
- This provides the applicant an opportunity to understand the process and regulations required while receiving feedback from staff and agencies.
- Applications are often more “Polished”, organized and code requirement after this meeting.
- Staff proposes the requirement for pre-application meetings for rezonings and conditional rezonings to:
  - Understand the desires of applicant and if this is the most applicable zoning district.
  - Have the applicant understand capacity for service for a new zoning district if approved.

Planning Commission Recommendation

Planning Commission recommended APPROVAL, 5-0 of the Zoning Ordinance Text Amendments without conditions to the Township Board.

YPSILANTI CHARTER TOWNSHIP

PROPOSED ORDINANCE NO. 2026-517

An Ordinance Amending Appendix A – ZONING, Township Zoning Ordinance of Ypsilanti Charter Township to Amend Various Sections of the Zoning Ordinance, including Article IV. – District Regulations, Section 420. - Table of Uses; Article V. – Form Based Districts, Section 502. - Applicability and Organization, Section 504. - Neighborhood Corridors, Section 505. - Regional Corridors, Section 506. - Town Center, and Section 507. - Design Standards; Article XVIII. – Changes and Amendments, Section 1802. - Application Procedure and Section 1805. - Conditional Rezoning Procedures.

Ypsilanti Charter Township hereby ordains that Appendix A. – Zoning, adopted February 15, 2022, in the Code of Ordinances of Ypsilanti Charter Township is hereby amended by adding and modifying the following described text.

[Modify Article IV. – DISTRICT REGULATIONS]

Section 420. – Table of Uses

4. Business districts table of uses identifies the uses allowed in the following commercial districts:

Business Districts Use Table	**NB**	**GB**	**Notes**
P = Permitted Use SL-PC = Special Use Planning Commission Approval			
SL-TB = Special use Township Board Approval A = Accessory Use — = Not Permitted			
Civic/Institutional			
Houses of worship	SL-PC	SL-PC	
Public/government buildings	P	P	
Public utility buildings, without storage yards; water and sewage	—	—	Water and sewage pumping stations are excluded in the OS-1 and B-1 districts.
Business schools and colleges or private schools operated for profit	—	SL-PC	
Recreation			
Theaters, public assembly halls, concert halls or similar places of public assembly	—	~~P~~ SL-PC	Conducted completely within enclosed buildings.
Outdoor batting cages, archery ranges, and similar uses	—	SL-PC	Subject to conditions in Section 1130.
Outdoor children's amusement parks, miniature golf courses, golf driving ranges, and similar uses	—	SL-PC	Subject to conditions in Section 1130.
Small group or one-on-one exercise studios	P	P	

Fitness, gymnastics, and exercise centers	—	SL-PC	
Indoor recreational facility, including bowling alley, archery range, tennis/racquet ball court, skating rink, athletic field, swimming pool, and other similar uses	—	SL-PC	Must be located at least one hundred (100) feet from any front, rear, or side yard of any residential lot in an adjacent residential district

[*NO OTHER CHANGES ARE PROPOSED TO THIS SECTION.*]

[Modify Article V. – FORM BASED DISTRICTS]

Sec. 502. - Applicability and organization:

2. *Regulating plan*: The Form Based District shall be governed by a Regulating Plan that is specific to the area.
   A. The Regulating plan based on the site type determines building form and allowable use for each property within a form-based district.
   B. The Regulating plan is based on four (4) factors: Corridor Type, Site Type; Building Form; and Use Group.
      (1) Corridor Type: Corridor types are identified as Neighborhood, Regional, or Town Center as determined by the Master Plan.
      (2) Site Types: Site Types are determined by street orientation, lot size, lot configuration, location, and relationship to neighboring sites. Site type provides the basis for building forms and authorized use groups.
      (3) Building Form Standards and Types: Building form standards and types establish the parameters for building form, height, and placement; specifically applied to each district based upon the regulating plan.
      (4) Authorized Use Groups: Authorized land uses are organized by use groups. Authorized use groups are specifically applied to each District based upon the regulating plan.
   C. The steps to determine the regulations that apply to a specific property within a form-based district are as follows:
      (1) Find the site in question on the regulating plan map.
      (2) Identify the corridor type: Corridors will be classified Neighborhood, Regional, or Town Center.
      (3) Identify the site type for the site in question. Sites will be classified Site Type A, B, ~~or~~ C~~.~~, or D, as applicable in each district.

[*NO OTHER CHANGES ARE PROPOSED TO THIS SECTION.*]

[*NO CHANGES ARE PROPOSED TO SECTION 503. - STANDARDS.*]

Sec. 504. - Neighborhood corridors:

2. *Use groups by category-neighborhood corridors:*

Neighborhood Corridors
Use Group 1
Residential Uses:
One-Family detached and attached dwellings, subject to regulations in Section 1101.
Two-Family dwellings.
Use Group 2
Misc. Residential/Related Uses:
Mixed-use. Any combination of uses located in group 1, 2, ~~or~~ 3, or 4 that is mixed vertically in a building or horizonal on one (1) parcel.
Multiple-Family dwellings.
Live/Work units.
Child care centers, subject to regulations in Section 1155.
Bed and breakfast operations, subject to regulations in Section 1107.
Use Group 3
Office/Institutional:
Civic buildings.
Place of worship.
Professional and medical office.
Publicly owned/operated office and service facilities.
Use Group 4
Retail, Entertainment, and Service Uses:
Financial institution without drive-through.
General retail.
Quick serve food or restaurant use without a drive-through.
Personal services.
Business services.
Small group or one-on-one exercise or art studio.
Use Group 5
Misc. Uses:
Adaptive Reuse, subject to regulations in Section 1167.
Any single use building over ten thousand (10,000) sq/ft.
Veterinary clinics or hospitals, subject to regulations in Section 1116, or Section 1117.
Commercial kennels/pet day care, subject to regulations in Section 1161.
Technology centers/office research.

Mortuaries/Funeral homes, subject to regulations in Section 1115.
Senior assisted/independent living, subject to regulations in Section 1160.
Group day care homes, subject to regulations in Section 1155.
Lodging, subject to regulations in Section 1122, Section 1123, or Section 1124, as applicable.
Fitness, gymnastics, and exercise centers.
Theatres and places of assembly.
Indoor commercial recreational facilities, subject to regulations in Section 1135.
Use Group 6
Automotive Uses:
Vehicle car wash, subject to regulations in Section 1129.
Financial Institution with drive-through, subject to regulations in Section 1118.
Vehicle fueling/multi-use station, subject to conditions in Section 1126.

[*NO OTHER CHANGES ARE PROPOSED TO THIS SECTION*.]

Sec. 505. - Regional corridors:

2. *Use groups by category-regional corridors:*

Regional Corridors
Use Group 1
Residential Uses:
One-Family detached and attached dwellings, subject to regulations in Section 1101.
Two-Family dwellings.
Use Group 2
Misc. Residential/Related Uses:
Mixed-use. Any combination of uses located in group 1, 2, ~~or~~ 3, or 4 that is mixed vertically in a building or horizonal on one (1) parcel.
Multiple-Family dwellings.
Live/Work units.
Child care centers, subject to regulations in Section 1155.
Bed and breakfast operations, subject to regulations in Section 1107.
Use Group 3
Office/Institutional:
Civic buildings.
Professional and medical office.
Primary/secondary schools (private).
Publicly owned/operated office and service facilities.
Place of worship.
Veterinary clinics or hospitals, subject to regulations in Section 1116 or Section 1117, as applicable.
Use Group 4
Retail, Entertainment, and Service Uses:
Financial institutions without a drive-through.
General retail.
Food use without a drive-through.
Personal services.
Business services.
Small group or one-on-one exercise or art studio.
Use Group 5
Misc. Uses:
Adaptive Reuse, subject to regulations in Section 1167.
Retail over 30,000 sq/ft.
Commercial kennels/pet day care, subject to regulations in Section 1161.

Hospitals.
Technology centers/office research.
Mortuaries/Funeral homes, subject to regulations in Section 1115.
Senior assisted/independent living, subject to regulations in Section 1160.
Group day care homes, subject to regulations in Section 1155.
Lodging, subject to regulations in Section 1122, Section 1123, or Section 1124, as applicable.
Fitness, gymnastics, and exercise centers.
Theatres and places of assembly.
Use with a drive-through, subject to regulations in Section 1118.
Indoor commercial recreational facilities, subject to regulations in Section 1135.
Outdoor commercial recreational facilities, subject to regulations in Section 1130.
Use Group 6
Automotive Uses:
Vehicle car wash, subject to regulations in Section 1129.
Vehicle fueling/multi-use station, subject to conditions in Section 1126.
Dealership for sales of new or used vehicles, boats, house trailers or rental of trailers or vehicles, subject to regulations in Section 1121.

[*NO OTHER CHANGES ARE PROPOSED TO THIS SECTION*.]

Sec. 506. – Town center:

2. *Use groups by category-Town Center:*

Town Center ~~Corridors~~
Use Group 1
Residential Uses:
One-Family detached and attached dwellings, subject to regulations in Section 1101.
Two-Family dwellings.
Use Group 2
Misc. Residential/Related Uses:
Mixed-use. Any combination of uses located in group 1, 2, 3, or 4 that is mixed vertically in a building or horizonal on one (1) parcel.
Multiple-Family dwellings.
Live/Work units.
Child care centers, subject to regulations in Section 1155.
Bed and breakfast operations, subject to regulations in Section 1107.
Use Group 3
Office/Institutional:
Civic buildings.
Professional and medical office.
Primary/secondary schools (private).
Publicly owned/operated office and service facilities.
Place of worship
Veterinary clinics or hospitals, subject to regulations in Section 1116 or Section 1117, as applicable.
Use Group 4
Retail, Entertainment, and Service Uses:
Financial institutions without a drive-through.
General retail.
Food use without a drive-through.
Personal services.
Business services.
Small group or one-on-one exercise or art studio.
Use Group 5
Misc. Uses:
Commercial kennels/pet day care, subject to regulations in Section 1161.
Retail over 10,000 sq/ft.
Technology centers/office research.

Senior assisted/independent living, subject to regulations in Section 1160.
Group day care homes, subject to regulations in Section 1155.
Lodging, subject to regulations in Section 1122, Section 1123, or Section 1124, as applicable.
Fitness, gymnastics, and exercise centers.
Theatres and places of assembly.
Light industrial/warehousing.
Research and development.
Indoor commercial recreational facilities, subject to regulations in Section 1135.
Use Group 6
Automotive Uses:
Drive-through use, subject to regulations in Section 1118.

[*NO OTHER CHANGES ARE PROPOSED TO THIS SECTION*.]

Sec. 507. - Design standards:

1. *Design standards:* In addition to standards set forth in this ordinance, all proposed development shall comply with the standards set forth herein.

[*NO CHANGES ARE PROPOSED TO PARAGRAPHS A - C.*]

D. Architectural design and building materials:
   (1) Intent: To create a character for the form-based district that encourages the greatest amount of visual interest, architectural consistency, and high-quality material use. The standards are not intended to limit imagination, innovation, or variety.
   (2) Building materials: Building materials should be of high quality and durable, such as but not limited to stone, brick, glass, and metal. E.I.F.S. or material equivalent shall only be used as an accent material.
   (3) Architectural design standards:
      a. Building massing and scale:
         i. Rooflines and pitches shall be proportionate to nearby structures so as to provide transition or mitigation of significant changes to scale. Variety in massing can occur though step-backs as a building ascends upward.
         ii. Buildings shall maintain a consistent street wall with the longest edge of the buildings oriented parallel to the roadway, where possible.
         iii. Buildings within the same development shall be designed to provide a unified and easily identifiable image. Methods to achieve this include using similar architectural styles and materials, complementary roof forms, signs, and colors.
      b. Façade variation:
         i. Façade articulation or architectural design variations for building walls facing the street are required to ensure that the building is not monotonous in appearance, using the following architectural techniques: Building wall offsets (projections and recesses); cornices, varying building materials or pilasters used to break up the mass of a single building; staggering of vertical walls; recessing of openings; providing upper-level roof overhangs; contrasting compatible building materials; use of variety and rhythm of window and door openings; use of horizontal and vertical architectural elements, use of horizontal bands of compatible colors; and providing changes in roof shape or roof-line.
         ii. Materials shall be selected for suitability to the type of buildings and the architectural design in which they are used.
         iii. Material selection shall be consistent with architectural style in terms of color, shades, and texture; however, monotony shall be avoided.

E. Transparency:
   (1) Intent: The first floors of all buildings shall be designed to encourage and complement pedestrian-scale activity and crime prevention techniques. It is intended that this be accomplished principally by the use of windows and doors arranged so that active uses within the building are visible from or accessible to the street and parking areas are visible to occupants of the building.
   (2) Transparency standards:
      a. Façade transparency shall be defined as the use of glass or transparent material that provides from the building exterior a view into the building of interior habitation and human scale. Signs covering windows, and the use of tinted, reflective, or opaque glass do not meet the definition of façade transparency. Visibility through the required transparency must portray the principal use of the operation and shall not portray secondary or back-of-house operation areas, including but not limited to, laundry, cleaning supply, stock or storage areas.
      b. The first floors of all buildings shall be designed to encourage and complement pedestrian-scale activity and crime prevention techniques. It is intended that this be accomplished principally by

the use of windows and doors arranged so that active uses within the building are visible from or accessible to the street, and parking areas are visible to occupants of the building. The first floor of any front façade facing a right-of-way shall be no less than fifty percent (50%) windows and doors, and the minimum transparency for facades facing a parking area shall be no less than thirty percent (30%) of the façade.

c. First-floor transparency is measured between ~~two (2)~~ three (3) and eight (8) feet above the first-floor elevation.
d. Nothing shall be placed on or inside windows to reduce transparency less than the fifty percent (50%) requirement.
e. For multiple tenant buildings, the minimum transparency requirement must be met by each suite or tenant.

(3) Transparency alternatives. The following alternatives may be used singularly or in combination for any side or rear facing facade which requires transparency. If used in combination, they may count toward no more than 50% of the transparency requirement. Transparency alternatives may be used but cannot be counted towards the transparency requirements for facades that face on a right-of-way.

a. Wall design. Wall designs must provide a minimum of three of the following elements, occurring at intervals no greater than 25 feet horizontally and 10 feet vertically:
   i. Expression of structural system and infill panels through change in plane not less than three inches.
   ii. System of horizontal and vertical scaling elements, such as: belt course, string courses, cornice, pilasters.
   iii. System of horizontal and vertical reveals not less than one inch in width/depth.
   iv. Variations in material module, pattern, and/or color.
   v. System of integrated architectural ornamentation.
   vi. Green screen or planter walls.
   vii. Translucent, frosted, fritted, patterned, or colored glazing/glass.
b. Outdoor dining/seating: inclusion of outdoor dining/seating located between the building and the primary street lot line.
c. Permanent art: noncommercial art or graphic design of sufficient scale and orientation to be perceived from the public right-of-way and rendered in materials or media appropriate to an exterior, urban environment and permanently integrated into the building wall.
d. Flag poles on masonry base surrounded by landscaping.

[Modify ARTICLE XVIII. – CHANGES AND AMENDMENTS]

[*NO CHANGES ARE PROPOSED TO SEC. 1801*.]

Sec. 1802. - Application procedure:

Before formally requesting an amendment to this ordinance text or the Official Zoning Map, the applicant shall schedule a pre-application meeting with the Township to discuss the request, submittal requirements, and review procedures and criteria. The purpose of this meeting is to discuss applicable standards and technical issues, and to determine any additional required review procedures related to the amendment. Requesting a pre-application meeting requires submission of a meeting application form, fee, and materials that illustrate the proposed amendment.

After the pre-application meeting is conducted, ~~An~~ an applicant shall formally request an amendment to this ordinance text or the Official Zoning Map ~~shall be initiated~~ by submission of a completed application on a form supplied by the Zoning Administrator, including an application fee, which shall be established by resolution of the Township Board. Amendments initiated by the Township Board or Planning Commission do not require an application or fee.

[*NO OTHER CHANGES ARE PROPOSED TO THIS SECTION*.]

[*NO CHANGES ARE PROPOSED TO SEC. 1803 or 1804*.]

Sec. 1805. - Conditional rezoning procedures:

1. Authorization and limitations. The Township Board shall have the authority to place conditions on a rezoning, provided the conditions have been voluntarily offered in writing by the applicant and are acceptable to the Township Board. In exercising its authority to consider a conditional rezoning, the Township is also authorized to impose the following limitations:
   A. An owner of land may voluntarily offer written conditions relating to the use and/or development of land for which a conditional rezoning is requested. This offer may be made either at the time the application for conditional rezoning is filed, or additional conditions may be offered at a later time during the conditional rezoning process as set forth below.
   B. The owner's offer of conditions may not authorize uses or developments not permitted in the requested new zoning district. The owner's offer of conditions shall bear a reasonable and rational relationship to the property for which the conditional rezoning is requested.
   C. Any use or development proposed as part of an offer of conditions that would require special use approval under the terms of this ordinance may only be commenced if special use approval for such use or development is ultimately granted in accordance with the provisions of this ordinance.
   D. Any use or development proposed as part of an offer of conditions that would require a variance under the terms of this ordinance may only be commenced if a variance for such use or development is ultimately granted by the Zoning Board of Appeals in accordance with the provisions of this ordinance.
   E. Any use or development proposed as part of an offer of conditions that would require site plan approval under the terms of this ordinance may only be commenced if site plan approval for such use or development is ultimately granted in accordance with the terms of this ordinance.
2. Amendment of conditions. The offer of conditions may be amended during process of conditional rezoning consideration, provided that any amended or additional conditions are entered voluntarily by the owner and confirmed in writing. An owner may withdraw in writing all or part of its offer of conditions any time prior to final rezoning action of the Township Board, provided that, if such withdrawal occurs subsequent to the Planning Commission's public hearing and recommendation of the original rezoning request, then the rezoning application shall be referred back to the Planning Commission for a new public hearing with appropriate notice and a new recommendation.

3. Procedure. The procedure for consideration of Conditional Rezoning request shall be the same as provided in Section 1804 for other rezoning requests and the requirements of said Sections shall be applicable to Conditional Rezoning Agreement shall include the following:
   A. Before formal application for a Conditional Rezoning, the applicant shall schedule a pre-application meeting with the Township to discuss the request, submittal requirements, and review procedures and criteria. The purpose of this meeting is to discuss applicable standards and technical issues, and to determine any additional required review procedures related to the . Requesting a pre-application meeting requires submission of a meeting application form, fee, and materials that illustrate the proposed amendment.
   B. After a pre-application meeting is conducted, an applicant shall formally request a Conditional Rezoning request ~~shall be initiated~~ by the submission ~~by the applicant~~ of a proposed Conditional Rezoning Agreement. A Conditional Rezoning Agreement shall include the following:
      (1) A written statement prepared by the applicant that confirms the Conditional Rezoning Agreement was proposed by the applicant and entered into voluntarily.
      (2) A written statement prepared by the applicant that confirms that the property shall not be used or developed in a manner that is inconsistent with conditions placed on the rezoning.
      (3) A list of conditions proposed by the applicant.
      (4) A time frame for completing the proposed improvements.
      (5) A legal description of the land.(6)A Sketch Plan in sufficient detail to illustrate any specific conditions proposed by the applicant.

[*NO OTHER CHANGES ARE PROPOSED TO THIS SECTION*.]

Severability

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

Non-Exclusivity

The prohibitions and penalties provided for in this Ordinance shall be in addition to, and not exclusive of, other prohibitions and penalties provided for by other law, ordinance, or rule/regulation.

Publication

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

Effective Date

The Ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

I, Debra A. Swanson, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2026-514 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on April 7, 2026. The second reading is scheduled to be heard on April 21, 2026.

Debra A. Swanson
Clerk Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
PLANNING COMMISSION MEETING
Tuesday, July 14, 2026
6:30 pm

COMMISSIONERS PRESENT

Elizabeth El-Assadi, Chair
Darrell Kirby, Secretary
Bianca Tyson
Amy Kehrer
Crystal Lecoq

**Gloria Peterson was excused for a Election Committee Meeting in the Township Civic Center*

STAFF AND CONSULTANTS

Mark Yandrick, Planning Director

- **CALL TO ORDER/ESTABLISH QUORUM**

  MOTION: Ms. El-Assadi called the meeting to order at 6:31 pm.

- **APPROVAL OF AGENDA**

  MOTION: Mr. Kirby **MOVED** to **APPROVE** the agenda as presented. The **MOTION** was **SECONDED** by Ms. Kehrer and **PASSED** by unanimous consent.

- **APPROVAL OF THE JUNE 17 AND JUNE 23, 2026, REGULAR MEETING MINUTES**

  MOTION: Ms. Kehrer **MOVED** to **APPROVE** the June 17 and June 23, 2026, regular meeting minutes. The **MOTION** was **SECONDED** by Mr. Kirby and **PASSED** by unanimous consent.

- **PUBLIC HEARINGS**

  ZONING ORDINANCE AMENDMENT – APPENDIX A, ARTICLE 4 – DISTRICT REGULATIONS, ARTICLE 5 – FORM BASED DISTRICTS AND

ARTICLE 18 – CHANGES AND AMENDMENTS. THE AMENDMENTS INCLUDE:

1. PROPOSED AMENDMENTS TO SEC. 420. – BUSINESS DISTRICT USE TABLE; AND
2. PROPOSED AMENDMENTS TO SEC. 502. – APPLICABILITY AND ORGANIZATION; AND
3. PROPOSED AMENDMENTS TO SEC.504 THROUGH 506. – NEIGHBORHOOD CORRIDOR, REGIONAL CORRIDOR, AND TOWN CENTER; AND
4. PROPOSED AMENDMENTS TO SEC. 507. – DESIGN STANDARDS; AND
5. PROPOSED AMENDMENTS TO SEC. 1802. – APPLICATION PROCEDURE; AND
6. PROPOSED AMENDMENTS TO SEC. 1805. – CONDITIONAL REZONING PROCEDURES.

Planning Staff noted the process of zoning ordinance amendments. A Planning Commission work session was held on June 23, 2026. There was a notice in the Ann Arbor News on June 30, and the public hearing was on July 14. There would be a minimum of two readings at the Township Board meeting. Before the amendments could go to the Board, the minutes had to be approved, which was expected to occur at the July 28 meeting, with the readings in August and September.

Planning Staff referred to the zoning map. The zoning ordinance had three general buckets. The first included theaters, public assembly halls, concert halls or similar places of public assembly, the second related to mixed-use and design transparency and the third included pre-application meeting requirements for changes and amendments.

The first bucket of changes aligned theaters, places of assemblies, and similar uses with the house of worship use in the general business district. It would change from permitted to special land use. The change would make it compliant with the Religious Land Use and Institutionalized Persons Act, which prohibits discrimination against houses of worship. The special land use also required an evaluation to ensure that the places of worship were in the correct location and did not negatively impact the surrounding area. The special land use required a development agreement.

The second bucket of changes related to the form-based code. In the regional and neighborhood corridors, mixed-use, where multiple uses were allowed, was permitted only in Use Groups 1, 2, and 3. The modification would allow mixed-use development from Use Groups 1, 2, 3, and 4 to include retail and restaurants. Most mixed-use zones had retail and restaurants in the same building, so it aligned with the long-term goal for the Township. The Town Center already allows mixed use, so there would be no change there. There were also changes to the design-based standards to allow for some flexibility in transparency requirements and to change the transparency height from two feet to three feet to reduce the window area.

The third bucket of changes related to the requirement of pre-application meetings. Pre-application meetings were currently required for site plans, and they were helpful to get advisory comments to applicants about the process. It also reduced the amount of review. The requirement was introduced for rezonings or conditional rezonings to ensure that applicants applied to the most appropriate zoning district and to assess utility capacity.

Planning Staff recommended approval of the proposed amendments.

Mr. Kirby (Commissioner) asked whether the amendments presented were the same as those reviewed in the table. Planning Staff confirmed that there had been no significant changes since the work session, only minor changes to correct any grammatical errors.

PUBLIC HEARING OPENED AT 6:42 PM

PUBLIC HEARING ENDED AT 6:42 PM

- **OLD BUSINESS**

  None to Report.

- **NEW BUSINESS**

  a. **ZONING ORDINANCE AMENDMENT – APPENDIX A, ARTICLE 4 – DISTRICT REGULATIONS, ARTICLE 5 – FORM BASED DISTRICTS AND ARTICLE 18 – CHANGES AND AMENDMENTS. THE AMENDMENTS INCLUDE:**
     1. PROPOSED AMENDMENTS TO SEC. 420. – BUSINESS DISTRICT USE TABLE; AND

2. PROPOSED AMENDMENTS TO SEC. 502. – APPLICABILITY AND ORGANIZATION; AND
3. PROPOSED AMENDMENTS TO SEC.504 THROUGH 506. – NEIGHBORHOOD CORRIDOR, REGIONAL CORRIDOR, AND TOWN CENTER; AND
4. PROPOSED AMENDMENTS TO SEC. 507. – DESIGN STANDARDS; AND
5. PROPOSED AMENDMENTS TO SEC. 1802. – APPLICATION PROCEDURE; AND
6. PROPOSED AMENDMENTS TO SEC. 1805. – CONDITIONAL REZONING PROCEDURES.

MOTION: Ms. Kehrer **MOVED** to recommend **APPROVAL** to the Township Board of the Township Initiated Zoning Ordinance Text Amendments relating to the various cleanup items in the Zoning Ordinance, including Article IV. – District Regulations, Section 420. - Table of Uses; Article V. – Form Based Districts, Section 502. - Applicability and Organization, Section 504. - Neighborhood Corridors, Section 505. - Regional Corridors, Section 506. - Town Center, and Section 507. - Design Standards; and Article XVIII. – Changes and Amendments, Section 1802. - Application Procedure, and Section 1805. - Conditional Rezoning Procedures (collectively "Text Amendments.") to improve the health, safety, and welfare of the Township. The **MOTION** was **SECONDED** by Mr. Kirby.

Roll Call Vote: Ms. Tyson (Yes), Ms. Kehrer (Yes), Ms. Lecoq (Yes), Mr. Kirby (Yes), and Ms. El-Assadi (Yes).

- **OPEN DISCUSSIONS FOR ISSUES NOT ON AGENDA**
  - **Correspondence Received**
    None to Report.

  - **Planning Commission Members**

    None to Report.

  - **Members of the Audience**
    None to Report.

- **TOWNSHIP BOARD REPRESENTATIVE REPORT**

  None to Report

- **ZONING BOARD OF APPEALS REPRESENTATIVE REPORT**

  None to Report

- **TOWNSHIP ATTORNEY REPORT**

  None to Report

- **PLANNING DEPARTMENT REPORT**

  Planning Staff thanked Dennis McLain for his work. Projects ongoing in the Township included Culver's, Zippy's, and Tortillas Tita. On July 28, 2026, a public hearing would be held for a conditional rezoning with an agriculture overlay. There was nothing officially scheduled for August, but the final site plan for Creek Side North was aniticpaed. A work session in August for the next round of text amendments was anticipated. In December 2025, the special land use site plan for 1241 Cross was tabled. Several rounds of reviews were conducted, and a brief work session may be held.

  Ms. Lacoq asked about the ag overlay and why more comments were anticipated at the meeting. Planning Staff reported that everyone within 300 feet of the change was notified.

- **OTHER BUSINESS**

  None to Report.

- **ADJOURNMENT**

  MOTION: Mr. Kirby **MOVED** to adjourn at 6:49 pm. The **MOTION** was **SECONDED** by Ms. Kehrer and **PASSED** by unanimous consent.

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Respectively Submitted by Minutes Services

Township Supervisor
Brenda L. Stumbo
Township Clerk
Debbie Swanson
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— RESIDENTIAL SERVICES DEPARTMENT —

Trustees
Karen Lovejoy Roe
John Newman II
Gloria Peterson
LaResha Thornton

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: August 10, 2026

RE: **Request authorization to approve Resolution 2026-18 for the 2025 MDNR Trust Fund Grant Project for the Northbay Park Pavilion Renovations.**

The Residential Services Department is requesting approval of Resolution 2026-18 for the 2025 MDNR Trust Fund Development Project for Norh Bay Park.

This resolution is required in order to accept an MDNR TF grant along with its project agreement, which is also on this agenda. This resolution commits the Township to accepting the grant and funding 50% of its project costs.

This grant is a 2025 MDNR TF grant which will be used to renovate the existing Shetler #1 at North Bay Park. The goal would be to take down the current shelter and restrooms, and re-build in a better functioning layout for park patrons. Part of this re-build would also have the current sidewalks re-paved to better access the new facility.

Thank you for your consideration.

John Hines
Municipal Services Director

Charter Township of Ypsilanti

RESOLUTION NO. 2026-18
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
TRUST FUND DEVELOPMENT PROJECT AGREEMENT RESOLUTION

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that the Charter Township of Ypsilanti, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources for improvements at the North Bay Park Pavilion, and that the Charter Township of Ypsilanti does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide $308,600 (50%) dollars to match the grant authorized by the DEPARTMENT.

2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.

3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.

4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.

5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

I, Debra A. Swanson, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the Chater Township of Ypsilanti Board of Trustees at a meeting held on _____.

_____
Debra A. Swanson, Clerk
Charter Township of Ypsilanti

_____
Date

Township Supervisor
Brenda L. Stumbo
Township Clerk
Debbie Swanson
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— RESIDENTIAL SERVICES DEPARTMENT —

Trustees
Karen Lovejoy Roe
John Newman II
Gloria Peterson
LaResha Thornton

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: August 10, 2026

RE: **Request authorization to approve the 2025 MDNR Trust Fund Grant Development Project Agreement for the North Bay Park Pavilion Renovations.**

The Residential Services Department is requesting approval of the 2025 MDNR Trust Fund Development Project Agreement for North Bay Park

This project agreement is required to accept the MDNR TF grant along with a resolution, which is also on this agenda. The 2025 MDNR TF Grant is for a total project amount of $617,200.00, with the MDNR matching 50% of the funds with the Township at $308,600.00 each.

This grant is a 2025 MDNR TF grant which will be used to renovate the existing Shetler #1 at North Bay Park. The goal would be to take down the current shelter and restrooms, and re-build in a better functioning layout for park patrons. Part of this re-build would also have the current sidewalks re-paved to better access the new facility.

Thank you for your consideration.

John Hines
Municipal Services Director

Michigan Department of Natural Resources - Grants Management

Michigan Natural Resources Trust Fund

Development Project Agreement

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between **Ypsilanti Charter Township** in the county of **Washtenaw County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act **21 of 2026**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: North Bay Park Pavilion Project #: TF25-0157

Grant Amount: $308,600.00 50% PROJECT TOTAL: $617,200.00

Match Amount: $308,600.00 50%

Start Date: Date of Execution by DEPARTMENT End Date: 07/24/2028

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 09/22/2026 or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED _____

By [Print Name]: _____

Title: _____

Organization: _____

LM28LDVM4MB5
Unique Entity Identifier

CV0048511
SIGMA Vendor Number

002
SIGMA Address Code

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

By: _____

Christie Bayus, Grants Section Manager

_____

Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT	DEPARTMENT CONTACT
John Hines, Municipal Services Director	MNRTF Grant Program Manager
Name/Title	Name/Title
Charter Township of Ypsilanti	Grants Management/DNR Finance & Operations
Organization	Organization
7200 S. Huron River Dr.	525 W. Allegan Street, Lansing, MI 48933
Address	Address
Ypsilanti, Mi 48197	P.O. Box 30425, Lansing, MI 48909
Address	Address
734-351-8947	517-284-7268
Telephone Number	Telephone Number
jhines@ypsitownship.org	DNR-Grants@michigan.gov
E-mail Address	E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **TF25-0157** uploaded to MiGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.

3. The time period allowed for project completion is from **07/24/2026** through **07/24/2028**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.

4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.

5. The words "project facilities" shall mean the following individual components, as further described in the application.

   Pavilion Including Restroom

6. The DEPARTMENT will:

   a. grant to the GRANTEE a sum of money equal to **Fifty percent (50%)** of **Six Hundred Seventeen Thousand Two Hundred dollars ($617,200.00),** which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Three Hundred Eight Thousand Six Hundred dollars ($308,600.00).**
   b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:

      i. Payments will be made on a reimbursement basis at **Fifty percent (50%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
      ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete

reimbursement request submitted by the GRANTEE through the MiGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.

iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.

iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Three Hundred Eight Thousand Six Hundred dollars ($308,600.00)** in local match. This sum represents **Fifty percent (50%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.

b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.

c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:

i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.

ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.

iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than $50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.

iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between $5,000 and $50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.

v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.

vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.

vii. Bury all new utilities within the project area.

viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.

d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.

e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in

admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.

f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.

8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2026** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.

9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:

a. Submit a progress report every 180 days during the project period.
b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 10/31/2028**. If the GRANTEE fails to submit a complete final request for reimbursement by **10/31/2028**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.

10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.

11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.

12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.

13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents

that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:

a. Received an exemption from the DEPARTMENT before the execution of this Agreement, and
b. Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and
c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.

14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.

15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.

16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:

a. The GRANTEE agrees that the project area or any portion thereof will not be converted to a use other than public outdoor recreation use without prior written approval of the DEPARTMENT and the BOARD. Any such action will require mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and equal or greater market value.
b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.

17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.

18. The GRANTEE acknowledges that:

a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.

20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:

a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
or
b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.

22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.

23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.

25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.

26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.

27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.

28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:

a. Terminate this Agreement; and/or
b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, Land and Water Conservation Fund and Recreation Passport Grant Program; and/or
d. Require repayment of grant funds already paid to GRANTEE; and/or
e. Require specific performance of the Agreement.

29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.

30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.

31. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.

32. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.

33. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.

34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.

35. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

Township Supervisor
Brenda L. Stumbo
Township Clerk
Debbie Swanson
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— RESIDENTIAL SERVICES DEPARTMENT —

Trustees
Karen Lovejoy Roe
John Newman II
Gloria Peterson
LaResha Thornton

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

CC: Myla Harris, Purchasing Clerk
Josh Kugler, Recreation Services Manager

Date: August 10, 2026

RE: **Request to award Mannik & Smith Group as the Prime Professional Engineer for the North Bay Park Pavilion and Restroom replacement Project in the amount of $66,497.16 from line 213-901-975.751, to be reimbursed 50% by the 2025 Michigan Department of Natural Resources (MDNR) Trust Fund Grant**

The Residential Services Department is requesting to award the bid from Mannik & Smith Group for Prime Professional services for the North Bay Park pavilion and restroom renovation for $66,497.16 that is budgeted in GL# 213-901-975.751. The MDNR Trust Fund Grant (MDNRTF) will reimburse 50% of this work. The Prime Professional Engineer for the project is responsible for design & engineering, construction administration and grant assistance.

After the board approved to seek quotes for prime professional services, an RFP was posted on Bidnet in early February 2026. A mandatory pre-bid meeting was held on February 19th and then on March 4th, bids were opened. The Township received a total of six bids for this project.

	Bid Price	Contingency
Straub, Petitt & Mann -	$36,500.00	
In Parallel Architects & Builders -	$50,500.00	$5,050.00
Mannik & Smith Group -	$66,497.16	
Sidock Group -	$73,000.00	
Spicer Group -	$84,000.00	
Hubbell, Roth & Clark -	$84,500.00	

On Monday March 9th, 2026, Recreation Services Manager Josh Kugler and I interviewed the three lowest bidders. Each firm was asked the same set of questions and given time to ask their own questions to understand the project. RSD is requesting Mannik and Smith Group be awarded the bid, as of the three lowest bids, they are the only firm interviewed with extensive history administering grant projects and municipal master plans with the MDNR. Due to the extensive reporting necessary for MDNR Grants, having experience administering grants through them was imperative for selection.

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The date length from this bidding process and award request is due to Ypsilanti Township being notified of potential award of the 2025 Trust Fund Grant in December of 2025. From the initial email, the state had intended for official award to be given to communities in spring 2026. The official notice came in July 2026 and the official award acceptance is also on the August 18th, 2026 agenda for approval.

If approved, Mannik & Smith Group would begin work with the Township staff to begin next steps to start the design process. If all things progress accordingly, construction on the pavilion could begin in spring of 2027.

Thank you for your consideration.

March 4, 2026

John Hines, CPRP, Municipal Services Director
Ypsilanti Charter Township
7200 S. Huron River Drive
Ypsilanti, MI 48197

RE: Proposal for Prime Professional Services for North Bay Park

Dear Mr. Hines,

The Mannik & Smith Group, Inc. (MSG) is pleased to submit a proposal for Prime Professional Services for the North Bay Park project. Our knowledge and our understanding of the Township, combined with our extensive experience in parks, recreation, environmental sustainability, design, and construction administration, make us uniquely well-matched and well-qualified to assist the Township with this proposal. We also have a very successful record of obtaining and managing Michigan Department of Natural Resources (MDNR) grants. In the last decade, MSG has achieved nearly $200 million in various grant-related projects for our clients.

Mike Hoffmeister, who will serve as the Project Manager, has over 15 years of experience in Parks and Recreation, local government administration, recreation planning, and operations. He has successfully led recreation planning and design projects for municipalities of all sizes. Mike is a Certified Parks and Recreation Professional (CPRP) and is actively engaged with state and national organizations, including the Indiana Parks and Recreation Association, mParks, mParks Foundation, and the National Recreation & Parks Association (NRPA).

MSG's philosophy is to create plans that reflect the unique character of each community and provide a clear, actionable vision for the future of its parks, trails, and open spaces. Our Team combines our community-driven approach with a comprehensive understanding of industry standards, regulatory requirements, and best practices in natural resource management, restoration, and green infrastructure. This seamless integration across the green and grey infrastructure spectrum ensures that our plans are visionary, effective, resilient, and transformative.

Enclosed for your review are our proposed work plan, timeline, budget, and agreement for services. We look forward to discussing this further with you and appreciate the opportunity to submit this proposal to collaborate with Ypsilanti Township in shaping a vibrant and sustainable parks and recreation system for the community.

Sincerely,

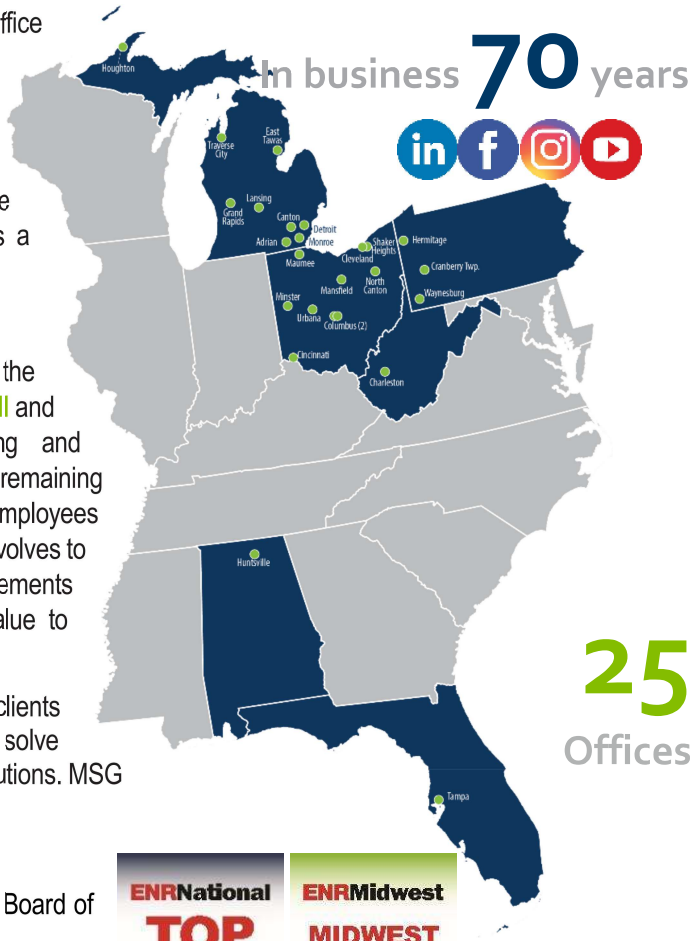
Mike Hoffmeister, CPRP
Senior Municipal Manager

Todd Brown
Vice President

2365 Haggerty Road South, Canton, Michigan 48188 Tel: 734.397.3100 Fax: 734.397.3131
www.MannikSmithGroup.com

DESCRIPTION OF FIRM

The Mannik & Smith Group, Inc. (MSG) opened its first office in Maumee, Ohio, in 1955. Today, MSG has over 650 employees in 25 offices throughout Michigan (9), Ohio (11), Pennsylvania (3), West Virginia (1), Alabama (1), and Florida (1). Consistently ranked in Engineering-News Record's (ENR) Top 500 Design Firms nationwide and ENR Midwest's Top Design Firms, MSG creates a benchmark for area consulting firms.



Our people are the heart of our company

Jaan Mannik and C. Michael Smith laid the foundation for the current company culture, which embraces **technical skill** and **creative spirit**. MSG provides continuous training and encourages its employees to be imaginative while remaining faithful to the company's core values, solidifying that employees are MSG's most appreciated asset. MSG continuously evolves to meet the changing needs of the industry and implements innovative ideas to streamline processes and add value to projects.

MSG offers a solution-oriented approach to helping clients complete successful projects by employing creativity to solve problems, maximize value, and realize cost-effective solutions. MSG is your partner from start-up through close-out.

Business Information

MSG is an Ohio Corporation duly licensed by the State Board of Registration for Professional Engineers & Surveyors.

Name of Firm:	The Mannik & Smith Group, Inc.
Type of Organization:	C-Corporation State of Ohio
Type of Business:	Consulting Engineers & Surveyors
Business established:	July 1, 1955
Federal TIN:	34-1206380 (Parent Company)
D&B Rating:	4A1
AASHTO:	Laboratory certification

ENR National TOP 500 DESIGN FIRMS 2025 #266

ENR Midwest MIDWEST TOP DESIGN FIRMS 2025 #29

MSG Employs **650+**

- Agricultural Engineers
- Archaeologists & Historic Architects
- Chemical Engineers
- Civil Engineers
- Construction Engineers & Inspectors
- Electrical Engineers
- Environmental Scientists
- Funding Strategists | Grant Writers
- Geotechnical & Geoenvironmental Engineers
- GIS Specialists
- Landscape Architects
- NEPA Specialists
- Planners
- Structural | Bridge Engineers
- Surveyors
- Traffic Engineers
- Transportation Engineers

Direct Contact Information

Mike Hoffmeister, CPRP
Senior Municipal Manager
2365 Haggerty Road South
Ypsilanti, Michigan 48188
Mobile: (734) 219-4142
mhoffmeister@manniksmithgroup.com

FIRM ABILITIES, QUALIFICATIONS & APPROACH

The Charter Township of Ypsilanti (Township) is requesting prime professional services for their Michigan Department of Natural Resources funded project at North Bay Park. Ypsilanti, located in Washtenaw County is a community that has it all: excellent schools, thriving local amenities, commitment to sustainability and quality of life, and a top-tier parks and recreation system. A strong, well-rounded parks and recreation system is one of the most valuable services a community can offer. Access to parks, natural areas, recreation programming, and special events are consistently recognized as a top priority for the most desirable communities. Ypsilanti Township exemplifies commitment to these priorities.

What makes the MSG Team the right choice to support your vision is our unmatched diversity of progressive professional skills and our enthusiastic staff dedicated to providing full-spectrum services to Ypsilanti Township. The Mannik & Smith Group, Inc. (MSG) has assembled a team of professionals committed to weaving the development process into the fabric of the community and bringing its vision to life. We bring strengths in landscape architecture, civil engineering, public space, park, and nature-based planning, with a proven track record of delivering impactful solutions.

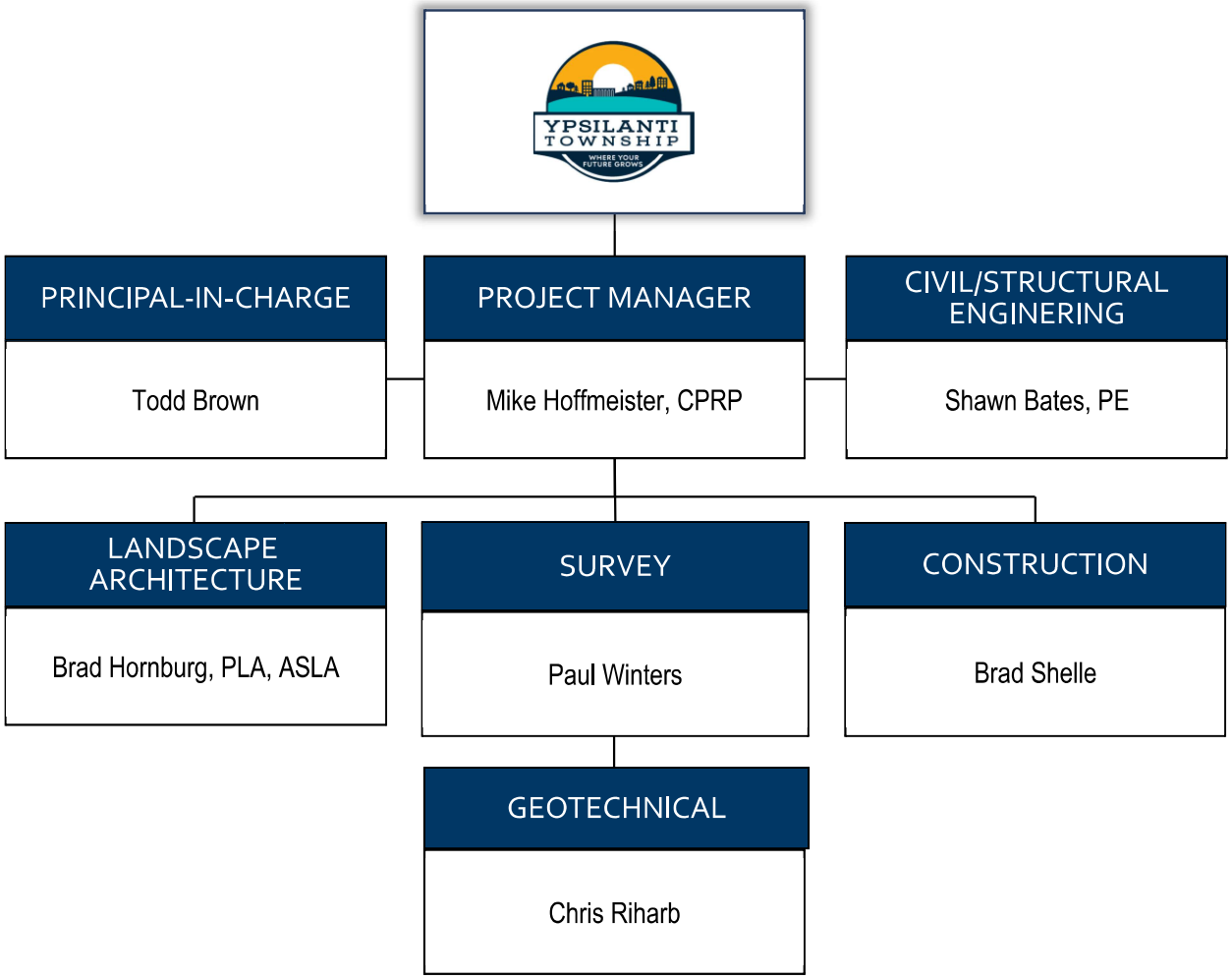
This project will challenge the selected firm(s) with the following: **"How do we create a visionary yet achievable and impactful parks system in Ypsilanti Township that provides its residents with clean, modern, and safe parks and facilities."** Addressing this challenge requires a whole host of skills; some of which are:

- Creative Site Design – blending new concepts with existing parks.
- Value Engineering – offering design solutions that maximize impact while minimizing costs, ensuring every dollar spent improves the park system in meaningful and visible ways.
- Diplomacy & Collaboration – working together with the Township, Leisure Services Department, stakeholders, and community groups to build trust, achieve consensus, and secure buy-in.
- Graphic & Technical Communication – preparing clear, compelling visuals and documentation (print, digital, and presentations) that help residents, decision-makers, and funders understand and support the plan.

Our approach to client service can be summarized as follows:

- **Know the Client –** *The* MSG Team will meet, as necessary and with respect to projects assigned and within the Township's time/availability, to assist with project management. Through our years of combined service, we understand the challenges faced by Township agencies and will strive to assist the Township in meeting those challenges in Ypsilanti Township.
- **Understand the Client's Business –** MSG is a recognized leader in Civil, Environmental, and Green-Space Engineering. We don't wait for knowledge to come to us; we are constantly seeking to stay on the cutting edge of our business sectors.
- **Be an Equal Partner –** Successful projects make for the success of clients; however, even successful projects often have challenges that require ownership from the design team to overcome. MSG will be an equal partner in meeting these challenges by making them our own.
- **Project Status Meetings –** MSG will conduct regular progress meetings with the Township to review the project status. During each meeting, we will review project scope progress from the past meeting and bring up any potential concerns. We will also discuss future progress over the next two weeks. A running list of all action items will be maintained and reviewed at each meeting. **MSG will issue meeting minutes the same day for each meeting.**
- **Foster Trust –** Without Trust, a relationship breaks down; our MSG Team – under the leadership of our Project Manager, Mike Hoffmeister, will meet commitments when made. All projects will have a schedule that will be shared with the Township. In addition, when problems do arise, MSG leadership is committed to completely open communication to create resolutions.

- **Demonstrate Creativity –** The team represented here is a collection of possibility-pioneers seeking to create an interconnected space that enables the full use of the Ypsilanti Township parks system. We share the community vision for what these spaces could be, more than just some recreational or nature spaces, but as destinations for residents and guests to gather, experience, and remember.
- **Anticipate –** We will assist the Township in determining potential issues and resolving problems early in projects. Through identifying and including all key stakeholders early in the design process and answering concerns quickly and concisely, many potential hurdles can be removed from the project path.



PROJECT SCOPE

The Charter Township of Ypsilanti was awarded a Michigan Department of Natural Resources Trust Fund grant to replace pavilion #1 and its associated restroom building at North Bay Park. North Bay Park is a 139-acre heavily utilized park located at 1151 S. Huron Street. It is located on the western shore of Ford Lake and features a boardwalk and trail system that meanders through the woods, wetlands and shores of Ford Lake. Not included in the scope of the project are the parks' other amenities including pavilion #2, walking trails, boardwalk, picnic areas or playground.

Phase 1 – Design, Engineering and Bidding Assistance

Topographic Survey

This scope of work includes a field topographic survey within the defined survey limits. Services will include collecting physical utility markings identified by MISS DIG and documenting existing site features that may impact the design, including but not limited to existing structures, signage, pavement areas, sidewalks, buildings, and building openings within the project limits.

The following tasks are included:

- The horizontal datum will be NAD83 State Plane Grid, Michigan South Zone using the Michigan CORS Network. The vertical datum will be USGS NAVD 88.
- Establish vertical control based on the USGS NAVD 88 datum and set one (1) local benchmark for site topography, as appropriate.
- Request underground utility markings through MISS DIG prior to fieldwork. Field crews will observe and document markings provided by MISS DIG members.
- Identify additional existing utility lines and structures based on visible surface features and available record information.
- Inventory sanitary and storm structures, including pipe material (where visible), pipe sizes, and invert elevations.
- Locate other manholes in the field; however, these will not be opened or fully inventoried. Only the top-of-casting elevation will be recorded.
- Incorporate relevant observed information and available utility data from MISS DIG-provided plans onto the base map.
- Locate all visible physical features within the survey limits, including but not limited to: buildings, sidewalks, pavement edges, driveways, culverts, utilities, drainage structures, encroachments, trees, shrubs, poles, and similar improvements.
- Obtain land area elevations using a 25- to 50-foot grid, depending on terrain conditions.
- Depict wooded areas as a wood line rather than locating individual trees. Individual trees will be located only if they are 6 inches in diameter or greater and are not within a wooded grouping.

Assumptions

- The proposed fee is based on the stated project length and/or area. MSG reserves the right to renegotiate additional fees if the actual project length or survey area exceeds what is shown or described.
- This proposal does not include advanced underground utility locating services (e.g., Ground Penetrating Radar) or any utility investigation beyond standard field markings provided under a MISS DIG ticket.

Geotechnical:

MSG is pleased to have the opportunity to submit a proposal for a geotechnical investigation to support the proposed replacement of Pavillion #1 and the associated restroom within North Bay Park located at 1151 S. Huron Street, Ypsilanti Township, Michigan. The pavilion is located on the western shore of Ford Lake and features a boardwalk and trail system that meanders through the woods, wetlands and shores of Ford Lake. The scope of this project does not include the park's other amenities including Pavilion #2, walking trails, boardwalk, picnic areas, or playground.

Task 1 – Field Investigation. MSG's field investigation effort will be completed in accordance with the general industry standards. A professional geotechnical engineer registered in the State of Michigan will direct the field investigation effort. We propose to complete two (2) soil borings to a depth of 20 feet below existing grade.

Prior to the commencement of any field activities, MSG will submit a utility clearance ticket through MissDig one-call utility locate system. We assume locations of any private utility will be provided to MSG. Ground penetrating radar (GPR) is not included in our base fee, but if utility information at the site is unknown, we will need to perform GPR services to clear the boring locations of any private underground utilities, foundations, and tanks which are not covered under the MissDig system. For this proposal, MSG has assumed that there are no access limitations for mechanical drilling and if required, that the borings can be relocated to a destination where access or utility conflict is not an issue. MSG will take reasonable precautions to minimize site damage.

The test borings will be made using 4.25-inch I.D. continuous-flight hollow stem auger equipment or direct push of a 3.25-inch steel casing. For the standard penetration testing and sampling, the soil samples will be obtained 2.5-foot intervals to a depth of 10 feet, and at 5-foot intervals thereafter to boring termination. Borings will be advanced to the planned termination depths or to penetration refusal on hard surface, whichever occurs first. No rock coring is anticipated.

Soil samples collected during the field exploration phase will be placed in sample jars and delivered to the engineer for evaluation. The geotechnical professional will review field logs and observe samples collected to develop final boring log and identify subsurface conditions. Visual classification of soils will be completed, and final boring logs will be prepared. Samples will be retained for any analysis that may be required within 60 days of issuing the final report.

During drilling operations, groundwater conditions observed will be recorded. The borings will be sealed after completion of drilling using a mixture of soil cuttings and/or bentonite. However, extensive site restoration costs are not included in our fee.

The cost of clearing obstructions or relocating borings due to obstructions is not included in this proposal. If soft or unsuitable materials are encountered at the planned termination depths, MSG will notify the Client to request verbal authorization to extend the borings deeper until firm material is encountered – additional fees will apply. MSG will not perform any additional work beyond the scope of this proposal without notifying the Client and proceeding upon verbal authorization with the understanding that written authorization will be provided subsequently.

Task 2 – Laboratory Testing Program. The geotechnical professional will select a portion of the samples collected during field exploration for geotechnical laboratory testing to provide data to supplement field exploration results and facilitate accurate identification of subsurface conditions. The laboratory testing program will include the following tests as determined by the geotechnical engineer: i.e., unconfined compressive strength of cohesive soils, moisture content, Atterberg Limits and sieve and hydrometer analysis etc.

Task 3 – Engineering Analysis and Data Reporting. MSG will prepare a geotechnical investigation report to document the study. A professional geotechnical engineer registered in the State of Michigan will direct the project implementation and report preparation. The final geotechnical investigation report will be provided to your office in electronic pdf file format. The geotechnical investigation report will include:

- General description of existing conditions (current uses, topography, surface vegetation etc.).
- Boring logs indicating the boring number, date of drilling, description of soil type, density, consistency, color and moisture, sampling interval with SPT values for each sample, depths to strata changes and depths at which groundwater is encountered.

- Results of laboratory tests provided on boring logs for the appropriate sample or in table form in the Appendix of the report.
- Shallow foundation and slab recommendations including allowable bearing capacity and estimates of total and differential settlements.
- Excavation and filling recommendations.
- OSHA Soil Type Class for excavations.
- Lateral earth pressure coefficients and friction angles for foundation and/or retaining wall design.
- Groundwater management during and after construction, in the event of a water table encountered.
- Discussion of anticipated construction problems.

Assumptions

- Excludes permits and permit fees.
- MSG has been granted access to the property. We can provide notice of our activity one (1) week prior to mobilization.
- Work can be performed in a single mobilization.
- Client to provide information regarding on-site private utilities (active or abandoned), if applicable.
- No special safety training or project-specific safety plans will be required for the field work.
- Traffic control is not required.
- Rock coring is not included.
- Boring locations are accessible for mechanical drilling, and the work can be performed during regular business hours.
- Costs associated with vegetation clearing are not included. Additional fees will apply if brush and tree trimming is required.
- Natural or unnatural obstructions present within the soil (i.e., boulders, cobbles, concrete, rubble/debris, etc.) have not been included within this scope of work for soil drilling.
- MSG will minimize site disturbances and make general repairs; however, extensive site restoration efforts have not been included in this scope of work.
- MSG is not aware of any existing environmental issues at the site. We will notify the client of our observations of any soils suspected of contamination; however, no environmental work, chemical analyses, special sampling procedures, or hazardous waste disposal is included in this proposal. Level D personal protective equipment is sufficient for our crew and no environmental monitoring is required.
- The report and analysis will focus on recommendations for conventional spread footings. If the soils encountered imply that alternative foundation options will need evaluation, we will notify the client.

Civil Design:

Civil engineering services will be limited to necessary site-related improvements to support the park shelter, restroom structure and related site work, including:

- Verification of available public sewer connection location and invert
- Coordination with results of topographic survey and geotechnical reports to ensure design standards are met,
- Site grading plan sufficient for drainage and ADA-compliant access. The intent would be to match existing conditions.
- Concrete flatwork layout (sidewalks, approach slabs, ramps)
- Minor utility plan (sewer service, water service if applicable). It is our understanding that the plan would incorporate reconnecting to existing services.
- Erosion and sedimentation control plan
- Restoration limits and site details

Efforts assume no major reconfiguration of parking, drives, or stormwater systems beyond localized grading adjustments required to support the building.

Structural Design:

Basis of Design (Prefab Option)

If a prefabricated structure is selected:

- Structural design criteria confirmation (IBC, ASCE 7 loading, frost depth, soil assumptions)
- Review and coordination of manufacturer-provided structural calculations
- Design of foundation system (spread footings or slab-on-grade as required)
- Anchorage and connection detailing
- Concrete slab, thickened edge, and reinforcing details
- Coordination of utility penetrations
- Structural plan and details sealed by a PE

Basis of Design (Conventional Structure Option)

If a site-built structure is selected:

- Structural framing system design
- Footing sizing and reinforcing design
- Slab-on-grade design
- Lateral load path design
- Structural plans, sections, and details sealed by a PE

Plans & Specifications:

Deliverables will include:

- Civil site plan (limited scope)
- Grading and utility plan
- Site concrete layout and detailing
- Structural foundation plan
- Structural details and schedules
- Basis of Design specification for prefabricated restroom structure (if applicable)
- Technical specifications sufficient for bidding and permit

Plans will be sealed by a Professional Engineer.

Bidding Assistance:

Bidding-phase services will include:

- Attendance at pre-bid meeting
- Response to contractor questions and RFIs
- Preparation of addenda (if necessary, up to (2) two addenda)
- Attendance at contract award / RFP approval meeting (as required by funding agency)

Phase 2 – Contract Administration and Construction Administration

The MSG Team proposes to provide the full range of construction engineering, inspection and material testing services (CEI). The MSG Team is prepared to manage these projects under the direction and in coordination with the Township. CEI services will include construction engineering, contract administration services, daily field inspection (including measurement), computation and documentation, material testing, soil erosion & sedimentation control monitoring, project meetings and contractor coordination, construction staking, and completing file preparation and project closeout.

Inspection and Material Testing Dual Training Several of MSG Team's Inspectors are trained and certified in both inspection and material testing. This includes the primary day-to-day responsibilities as the project inspector, as well as the ability to complete different testing and sampling for soils, asphalt and concrete. This broad spectrum of training provides flexibility to cost effectively provide the documentation and sampling needed in the field when appropriate. Often there are tasks within a construction project that require a single daily occurrence for materials testing. The flexibility of having an individual that can provide both services will reduce the overall level of work force needed at the

site, which will also reduce costs. Not all projects allow for this training to be as effective, however, there are many scenarios that will result in a cost-effective outcome.

We have outlined below a few of the major items that we feel bring added value to this project during the Construction Phase through our Construction Engineering experience recently provided on similar projects for Local Agencies:

Project Communication The MSG team recognizes that communication is the most impactful element of any project. We feel that clear channels of communication between the project team, contractors, local stakeholders and Township staff is vital to the success of this project. This is the reason that MSG has created a Weekly Project Update form to relay information and encourage effective communication between all parties.

The Township and all applicable stakeholders will be updated as to the progress of the previous week, anticipated schedule for the upcoming week and outline any specific concerns or miscellaneous issues to actively engage all entities for open communication. We feel that these weekly updates encourage discussion and reduce unnecessary frustrations that sometimes occur during construction through lack of communication. Additionally, our professional construction staff is prepared to address resident concerns and take proactive steps to address them.

Project Closeout MSG understands the importance of closing out a construction project in a timely manner. A large variable in the close out process is always the completion of punch list items. MSG's inspector and field engineer will complete weekly inspections and complete an inspection near substantial completion to develop a punch list to be provided to the contractor. We believe in establishing and maintaining an "Open Items List" throughout the construction phase. The open items list is established to track items not completed or that need to be addressed prior to close out. As items are addressed, they will be removed from the open items list however, items remaining near the completion of construction will be added to items identified during the final inspection to create the punch list.

Additionally, the following construction tasks can be performed:

Project Administration MSG will complete the project administration of this project in coordination with Township staff and in accordance with policies and procedures. This includes evaluating contractor's pay applications and submitted change order requests and facilitating payment to the contractor.

Bidding Phase At the direction of the Township, MSG will be available to provide bidding assistance such as answering questions, issuing addenda and managing a pre-bid meeting if applicable.

Project Meetings At the direction of the Township, MSG will attend the pre-construction meeting with the Township, contractor, utility companies, and any other affected parties or agencies. We will also conduct progress meetings and the final walk through with the Township.

Construction Observation MSG will provide construction observation as requested by the Township, including maintaining proper documentation, providing a certified stormwater operator, and coordinating material testing. As requested in the RFP, progress meetings can be scheduled bi-weekly with MSG, the City, the contractor, and any other parties with immediate interest to promote timely communication and coordination. MSG will provide the Township with weekly exports of FieldBook project files for processing of Inspector Daily Reports (IDR's). MSG staff recognize that detailed IDR's and daily progress photos are important for documentation and accurate payment to the contractor in addition to protecting the owner's interest in case there are future contract claims. To this end, MSG staff document the following and adhere to the MDOT guidance for minimum documentation requirements.

Phase 3 – Grant Administration

MSG is very familiar with applying for, winning and managing Michigan Department of Natural Resource Grants, including Trust Fund Grants. As part of this project at Ypsilanti Township's North Bay Park, MSG will assist the

Township with all aspects of grant administration. MSG staff are also well versed in the Michigan Department of Natural Resources MiGrants software.

- Knowledge and expertise in the pre-approved grant agreement between the Township and the Michigan Department of Natural Resources
- Preparation and review of required Michigan Department of Natural Resources reimbursement documentation.
- Preparation and review of required Michigan Department of Natural Resources progress reports
- Submission support and coordination with the Michigan Department of Natural Resources
- Final on-site inspection with construction and engineering staff (PR1905E)
- Final post-completion self-certification report (PR1944)
- Project closeout and certification to ensure satisfactory work

PROJECT SUMMARIES

Canton Township Leisure Services

Location: Canton, MI

MSG previously supported Canton Township on various projects for their Praks, Recreation & Community Services Department. Projects include the Design and Engineering of the Pheasant Run Golf Course Parking Lot, Construction Engineering Services for the Summit Gymnasium, Ypsilanti Sports Center Parking Lot, Lighting Evaluations and ADA Compliance, Air Monitoring at the Summit, Ypsilanti DDA Irrigation and Street Lighting Design and more. Additionally, we have provided survey and geo-environmental services for pedestrians, road and utility improvements in the Township as well.

Oak Park Master Plan & Redesign

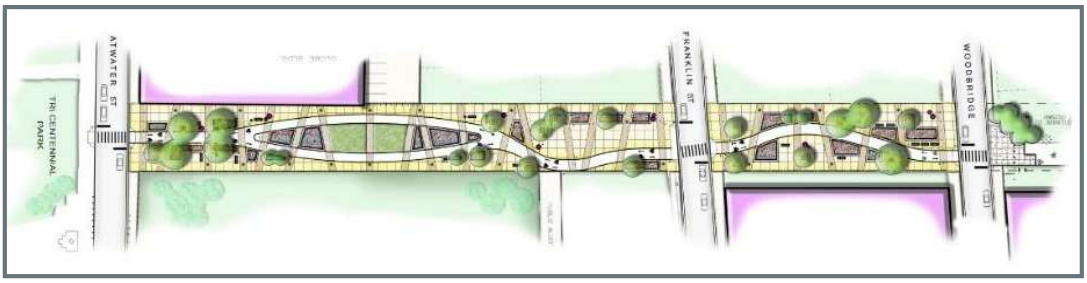
Location: Charlotte, MI

MSG is working with the City of Charlotte, MI to redesign and transform Oak Park. A neighborhood park in the heart of downtown Charlotte, Oak Park is a heavily used neighborhood park with great charm, character and shade. The city wanted to update the park amenities while not altering and losing the main characteristics of the park. Additional accessibility was needed to allow residents to better utilize the park. MSG's role was to host interactive public engagement, public presentations with the Parks Commission and City Council, and meetings with stakeholders, create design concepts and identify and apply for numerous successful grant applications, and assist with bidding. The master plan calls for the removal and addition of sidewalk, a new accessible gazebo, new accessible playground equipment and additional safety surface.

City of Detroit Dequindre Trail Extension

Location: Detroit, MI

MSG was retained by the Economic Development Corporation of the City of Detroit (EDC/DEGC) to provide site design and engineering services for the Dequindre Trail Extension. The Dequindre Trail is a unique partnership between the City of Detroit and the Michigan Department of Natural Resources (MDNR). The park links the Dequindre Cut Greenway and the Tricentennial Park along the Detroit River. The Dequindre Cut Greenway is a bicycle/pedestrian trail in a former railroad bed. The trail—both streetscape and park—serves as a catalyst for economic development and a new form of state park—an urban, linear park that is alive 24 hours a day, 7 days a week! Development sites for retail, restaurants, office and loft condominiums define the limits of the park, with upper-level balconies looking directly into the park. Gardens, trees for shade and site furnishings were selected especially for the park, allowing space for outdoor dining, special events and people watching. MSG designed, engineered and certified five barrier–free ramps, allowing Americans with Disabilities Act (ADA) compliant access to the linear park. Certification of the built conditions is a requirement of the City of Detroit.



Detroit East Riverfront Riverwalk Design – Gabriel Richard Park

Location: Detroit, MI

MSG performed civil engineering services for the enhancement of Gabriel Richard Park. This included: decorative pavement parking lot, concrete walkways, a security gate, site lighting and context sensitive features. Gabriel Richard Park is located east of MacArthur Bridge to Belle Isle. Located at the easternmost point of the Riverwalk, this riverfront gem is being enhanced with an environmentally friendly parking lot and pathways to better link the park with Jefferson Avenue, lighting the labyrinth and new restroom facilities. Additionally, a new birding station features four wildlife-spotting scopes (two of which are universally accessible) and an interpretive panel identifying various birds that can be found along the riverfront.

Schneider Park Revitalization Project

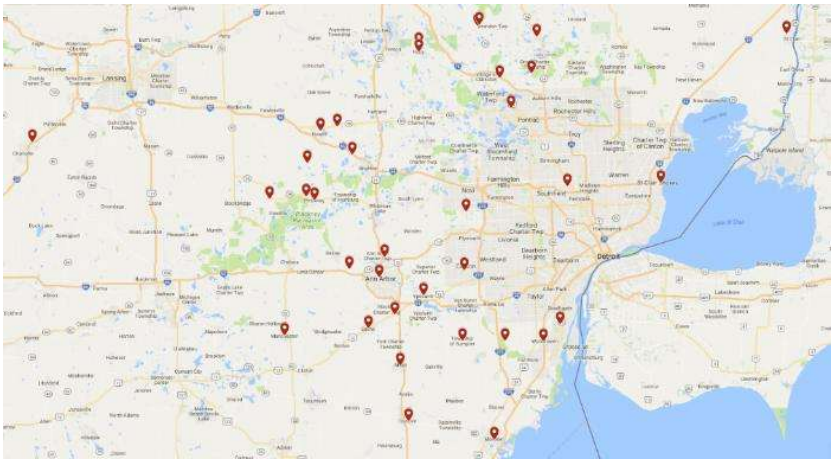
Location: Toledo, OH

MSG is working with the City of Toledo to expand and transform Schneider Park, which has, for more than four decades, been Toledo's only home for publicly accessible soccer fields. The park is located in an area on a "tipping point," surrounded by a mix of residential and commercial/industrial properties in various degrees of vitality, distress, and abandonment. The park expansion and enhancement will create an epicenter of soccer activity and accessibility with a focus on environmental and economic sustainability. Schneider Park will be an example of how to leverage existing strengths, transform assets that are in need, and instill new energy through creative programs and established public-private partnerships. To date, over $4 million has been raised from local, state, and federal grant and appropriation sources as well as private donations. MSG's role has been to conceptualize the park vision, assemble a project team of public and private partners, develop a comprehensive funding strategy and numerous successful grant applications, complete all environmental assessments, geotechnical, survey, and engineering design activities, and prepare construction bid documents. **Schneider park won the 2023 US EPA Region 5 "Outstanding Contributions in Brownfields Redevelopment" at the 2023 Brownfield Conference.**

Parks & Recreation System Master Plans

Location: Various

MSG has had the privilege of assisting various types and size municipalities with writing and renewing their Parks & Recreation Master Plans. Leading engaging public input sessions and collaborating with community stakeholders allows us to write effective parks master plans for the community. Utilizing recent data and auditing the local parks provides the information necessary for MSG staff to guide the local parks department with a five-year outlook for their parks system for park improvement and budgeting purposes. MSG staff work to understand staff and community needs and partner it with knowledge from around the state and country to ensure the municipality is at the forefront of parks & recreation services and facilities. Additionally, MSG has CAPRA accreditation visitors on staff to assist local parks departments with the accreditation process. Below is a map showing some of the locations where MSG has served local municipalities with Parks & Recreation System Master Plan services. Currently, MSG is assisting the City of Dearborn, City of Ypsilanti and Village of Vicksburg with their 5-year Parks & Recreation Master Plans.



REFERENCES

City of Charlotte Oak Park Master Plan and Redesign

Stephanie Whitney, Director of Public Works
swhitney@charlottemi.org
517-543-8855

City of Tecumseh Elliott Park Master Plan and Redesign

Sarah Gilmore, Parks & Recreation Director
sgilmore@tecumsehmi.gov
517-423-5602

City of Monroe Parks & Recreation Master Plan

Mark Cochran, Economic & Community Development Director
mark.cochran@monroemi.gov
734-384-9129

City of Dearborn Parks & Recreation Master Plan

Sean Fletcher, Parks & Recreation Director
sfletcher@dearborn.gov
313-943-2804

City of Ypsilanti Parks & Recreation Master Plan

Bonnie Wessler, Director of Public Works
wesslerb@cityofypsilanti.com
734-483-1421

Michigan Department of Transportation & The Detroit Riverfront Conservancy

Mark Sweeney, TSC Manager
Msweeney@michigan.gov
810-227-4681

Metroparks Toledo

Jon Zvanovec, Senior Project Manager
Jon.zvanovec@metroparkstoledo.com
419-407-9700

PROJECT HOURS AND FEE

We propose providing our professional services and work with you to be the Prime Professional for the North Bay Park Project as described above for a cost not-to-exceed **$66,497.16** including regular or as-needed check-in meetings with Township staff.

Task	Fee
1. Design, Engineering and Bidding Assistance	$34,975.64
2. Contract and Construction Administration	$26,901.53
3. Grant Administration	$4,620.00
GRAND TOTAL	**$66,497.16**

AGREEMENT FOR SERVICES

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described within the proposal designated below according to the attached Terms and Conditions. In the event the client directs The Mannik & Smith Group to proceed with the work, even if not signed below, the Terms and Conditions are considered accepted by the Client.

No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these terms and conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein.

APPROVAL AND ACCEPTANCE

The Mannik & Smith Group, Inc. is hereby directed and authorized to proceed with the services for the designated project in accordance with the provisions of this Agreement.

Proposal Date: March 4, 2026

Proposal Number: OP2600316

CHARTER TOWNSHIP OF YPSILANTI

_____
Signature

_____
Name (Printed)

_____
Title

_____
Date

_____
Signature

_____
Name (Printed)

_____
Title

_____
Date

THE MANNIK & SMITH GROUP, INC.

_____
Signature

Todd Brown
Name (Printed)

Vice President
Title

The Mannik & Smith Group, Inc.
Standard Terms and Conditions

These Standard Terms and Conditions ("Terms") provide the terms and conditions pursuant to which The Mannik & Smith Group, Inc. ("MSG") will provide those certain services to you ("Client") for the project (hereinafter, "Project") set forth in the proposal issued to Client (the "Proposal") and as further described in the attached "Scope of Work." Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Proposal or Scope of Work, as the case may be. The terms of the Proposal, the Scope of Work, and these Terms shall be collectively referred to herein as this "Agreement."

1. **Services:** MSG will perform the Scope of Work as set forth in the Proposal and in accordance with these Terms. MSG has developed the Scope of Work, schedule, and compensation based on Client provided information and various assumptions about Client's needs and preferences. The Client acknowledges that equitable adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by MSG in performing their services.

Client further acknowledges that the Scope of Work was prepared at Client's request. In the event that the Scope of Work or a portion thereof, was developed by a party other than MSG, MSG makes no claims as to its adequacy. Accordingly, Client acknowledges that MSG is forced to assume that the Scope of Work is fully adequate for Client's purposes. Client also understands that MSG assumes that Client has an alternative source from which to obtain any needed or desired services not listed.

2. **Additional Services:** The Client and MSG acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, MSG shall notify the Client of the need for additional services, and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

3. **Project Requirements:** The Client has the right to retain its own consultants and contractors ("Client's Consultants") to perform services on the Project and shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception and provide any reports, testing, and documents necessary for MSG to complete its Scope of Work. MSG, Client, and Client's Consultants shall coordinate Project related services. MSG shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness and timeliness of services and information furnished by Client and Client's Consultants. However, MSG shall provide notice to the Client if MSG becomes aware of any error, omission or inconsistency in such services or information. If the Client has established design standards, they shall be furnished to MSG at Project inception. MSG will review the Client design standards and may recommend alternate standards considering the Standard of Care as defined in Section 5 herein. Client's Consultants shall be properly licensed to practice in the jurisdiction of the Project and shall maintain insurance, including professional liability insurance, as sufficient and appropriate for the Project. The Client shall identify a representative authorized to act on Client's behalf with respect to the Project.

4. **Compliance with Laws:** MSG shall perform its services in accordance with its Standard of Care as defined herein and will endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice or official interpretations thereof change during the Project, MSG shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

5. **Standard of Care:** Services provided by MSG will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances ("Standard of Care"). The Standard of Care shall exclusively be judged as of the time the services are rendered and not according to later standards. MSG makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with the services rendered hereunder.

6. **Information from Third Parties:** The Client and MSG acknowledge that MSG will rely on information furnished by third parties in performing its services under the Project. MSG shall not be liable for any damages that may be incurred by the Client in the use of third-party information.

7. **Period of Service:** MSG shall perform the services for the Project in a timely manner consistent with its Standard of Care. MSG will strive to perform its services according to the Project schedule set forth in the Proposal. The services of each task shall be considered complete when deliverables for the task have been presented to the Client for review and approval. MSG shall be entitled to an extension of time and compensation adjustment for any delay and/or disruption beyond MSG control. MSG is not responsible for any delay and/or disruption beyond its control, including, but not limited to, those Force Majeure Events set forth in Section 8 herein.

8. **Force Majeure:** MSG shall be entitled to an equitable adjustment to the Project schedule and compensation for force majeure events, including but not limited to: acts of God or the public enemy, Acts of any government in its sovereign and/or contractual capacities, fires, acts of war, terrorism, violence, floods, pandemics, epidemics, quarantine restrictions, strikes, embargoes, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism or hacking including a ransomware attack, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, unusually severe weather, and/or any other cause outside of the control of MSG (each a "Force Majeure Event"). MSG shall notify Client in writing after the beginning of any such cause becomes known, which would affect its performance. In the event a Force Majeure Event continues for more than thirty (30) days, MSG may terminate this Agreement for convenience and shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices.

9. **Compensation:** In consideration of the services performed by MSG, the Client shall pay MSG in the manner set forth in the Proposal. The parties acknowledge that terms of compensation are based on the orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays, disruptions or extensions of time beyond the control of MSG.

Where total project compensation has been separately identified for various Work Orders, Scope of Work, and/or Tasks identified therein, as applicable, MSG may adjust the amounts allocated between the Work Orders, Scope of Work, and/or Tasks identified therein, as applicable, as the work progresses so long as the total compensation amount for the Project is not exceeded except as otherwise provided herein.

The Client shall be solely obligated to pay and remit to the appropriate governmental authority such sales, value added, duties, withholding or other taxes on MSG's services, subcontracted services and reimbursable expenses without reduction of MSG's compensation, unless and except

when such subcontracted services and reimbursable expenses are included in the total project cost as specified in the Proposal or Scope of Work. Payment for MSG's services shall be made in United States dollars.

10. **Changed Costs on Design Services and Project Development Services:** MSG's rates are generally updated as of July 1st of each calendar year and are subject to periodic review and prospective change. Any non-lump sum fees and projects that are payable by Client for a "not to exceed" amount shall be subject to and adjusted based upon any rate increases or periodic changes.

11. **Cost Estimates or Opinions on Construction Services:** MSG may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and MSG acknowledge that neither the Client nor MSG has control over the cost of labor, materials, or equipment; a contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Therefore, actual costs may vary from the cost estimates or opinions prepared and MSG offers no guarantee related to the Project cost.

12. **Payment Terms:** Client recognizes that time is of the essence with respect to payment of Client's Consultants' invoices and that timely payment is a material part of the consideration of MSG's services. MSG shall submit monthly invoices for services performed and Client shall pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Client will exercise reasonableness in contesting any billing or portion thereof. MSG shall be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to MSG is not contingent on arrangement of project financing, property acquisition, or approvals necessary for project initiation through completion. Invoice payment delayed beyond sixty (60) calendar days shall give MSG the right to suspend services until payments are current. Non-payment beyond seventy (70) calendar days shall be just cause for termination of the services by MSG. MSG shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension or termination by MSG.

In cases where MSG has issued reports and/or letters of reliance, MSG may also notify the Client and any other party to which these reports and/or letters of reliance were issued of MSG's withdrawal of reliance upon the information contained therein, and request return of all written reports, data, and other information as the rightful property of MSG, based upon the Client's failure to pay. In the case of such a request, the Client agrees to return all documents and/or letters of reliance, and provide written notification to any party to which MSG's reports or data were disseminated, notifying them of MSG's withdrawal of reliance.

13. **Lien Rights:** MSG may file a lien against the Property in which the Project is situated and/or file a claim against any available payment bonds for the Project in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by MSG are considered property improvements and the Client waives the right to any legal defense to the contrary.

14. **Ownership of Documents**: Documents prepared or furnished by MSG pursuant to this Agreement are instruments of MSG's professional services and MSG shall retain all ownership and property interest therein, including all copyrights. Upon payment for services rendered, MSG grants Client a non-exclusive license to use instruments of MSG's professional service for its intended purpose. It is expressly understood that computer-aided design and drafting ("CADD") and/or building information modeling ("BIM") files are issued only as supplemental information for convenience to the Client or other authorized users. CADD and BIM, like any electronic data when transferred in any manner or translated from the system and format used by MSG pursuant to this Agreement to another system or form, are subject to errors and modifications that may affect the accuracy and reliability of the data, and, in addition, such electronic data may be altered or corrupted whether inadvertently or otherwise. As such, record documents of service shall be based on the printed copy. Reuse or modification of any such documents by Client, without MSG's written permission, shall be at Client's sole risk, and Client agrees to indemnify, defend and hold MSG harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client. Client may request electronic CADD and BIM files prepared by MSG upon submitting a signed MSG's Electronic File Release Agreement which specifies the electronic files requested. If and to the extent Client requests and receives electronic files prepared by MSG, the terms of the Electronic File Release Agreement are hereby incorporated herein by reference and apply in all respects.

15. **Independent Contractor:** MSG shall serve as an independent contractor for services provided under this Agreement. MSG shall retain control over the means and methods used in performing its services and may retain subconsultants to perform certain services as determined by MSG.

16. **Insurance:** At a minimum, MSG will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at a commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

Worker's Compensation:	As required by applicable state statute
Commercial General Liability:	$1,000,000 per occurrence (bodily injury including death and property damage) $2,000,000 aggregate
Automobile Liability:	$1,000,000 combined single limit for bodily injury and property damage
Professional Liability:	$2,000,000 each claim and in the aggregate

The Client shall arrange for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. MSG shall be a named additional insured on those policies where MSG may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

17. **Limitation of Liability:** IN NO EVENT SHALL MSG BE LIABLE TO THE CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS, EVEN IF MSG HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. In recognition of the relative risks and benefits of the Project to both the Client and MSG, the Client agrees to the fullest extent permitted by law, to limit the liability of MSG for any and all claims, losses, breaches, damages or expenses arising out of this Agreement and/or MSG's performance of services on the Project, from any and all causes, to $50,000 or the fee realized by MSG for the Project, whichever is greater.

18. **MSG as Business Entity:** Client acknowledges that MSG is a business entity and agrees that any claim made by the Client arising out of any act or omission of any member, owner, partner, manager, director, officer or employee of the business entity in the execution or performance

of this Agreement shall be made solely against the business entity and not against any individual or group of individuals in any capacity.

19. **Indemnification:** MSG agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damage, liability or cost to the extent caused by MSG's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom MSG is legally liable.

The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold MSG harmless from damage, liability or cost to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement. Neither party is obligated to indemnify the other in any manner whatsoever to the extent of the other's own negligence or the negligence of the other's agents, subcontractors or consultants, or anyone for whom the other is legally liable.

20. **Safety:** MSG shall be responsible solely for the safety precautions or programs of its employees and no other party. In no event will MSG be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Client or any other contractor or consultant engaged by the Client, nor shall MSG be responsible for the Client's or any other contractor or consultant engaged by the Client's failure to perform such party's work in accordance with the requirements of this Agreement.

21. **Defects in Service:** The Client shall promptly report to MSG any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its agreements with contractors and shall require all subcontracts at any level to contain a like provision. Failure by the Client or Client's contractors or subcontractors to notify MSG shall relieve MSG of the costs of remedying such defects in service, to the extent that the cost of remedy would have cost less had prompt notification been given when such defects were first discovered. MSG will correct defects, at its own costs, if timely notified by Client.

22. **Betterment:** If, due to MSG's error, any required item or component of the Project is omitted from MSG's reports, plans or construction documents, MSG shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will MSG be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

23. **Buried Utilities:** Client will furnish to MSG information identifying the type and location of utility lines and other artificial (for purposes of this Section 23, meaning made or produced by human beings rather than occurring naturally) objects beneath the Project site's surface. Using information provided by the Client, MSG will conduct research and prepare a plan indicating the locations intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by MSG will be performed in a manner consistent with the Standard of Care as defined herein. Client recognizes that the research may not identify all underground improvements and that the information of which MSG relies may contain errors or may not be complete. Client and MSG mutually agree to field validate the location of underground utilities or other artificial objects and vet final subsurface penetration locations to the satisfaction of both parties. Further, MSG reserves the right to notify local utility protection agencies or services, and to delay Project implementation until these agencies or services have identified known utility lines or other subsurface artificial objects. MSG will take reasonable precautions to avoid damaging any identified utility lines or other artificial objects. Client agrees to waive any claim against MSG, and to defend, indemnify and hold MSG harmless from any claim or liability for injury or loss, including economic damages arising, or allegedly arising, from MSG's damaging underground utilities or other artificial objects that were not called to MSG's attention, which were not properly located on plans furnished to MSG, or were not identified or properly marked by any utility protection agency or service contracted by MSG unless damages are caused by the sole negligence or willful misconduct of MSG.

24. **Disease Transmission**: MSG shall have no responsibility for the transmission of communicable disease including, but not limited to, COVID-19 and other corona viruses (collectively, "Diseases"), or exposure of persons to Diseases discovered at the premises. MSG cannot prevent Client and/or Client's invitees from becoming exposed to, contracting, or spreading Diseases while utilizing MSG's services. It is not possible to prevent against the presence of Diseases. Therefore, if Client chooses to utilize MSG's services, Client may be exposing Client or Client's invitees to and/or increasing Client's and/or Client's invitees' risk of contracting or spreading Diseases. Client hereby releases, waives, discharges, and covenants not to sue MSG from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to any pandemic or public health situation, or any Disease related health issue or exposure.

25. **Notification of Hazardous Materials:** The Client warrants they have disclosed the location and quantity of all potential wastes, hazardous materials, including asbestos, and/or petroleum compounds (collectively, "Hazardous Materials"), whether regulated or unregulated, that are assumed or suspected to exist or may be encountered on the Project. In the event undisclosed and/or unknown materials/compounds are encountered where there is no reason to believe they could or should be present, MSG may be required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures MSG deems prudent to minimize risks to its employees, the public, and the environment. MSG shall notify Client as soon as practically possible in the event unanticipated Hazardous Materials or suspected Hazardous Materials are encountered. Under these circumstances, MSG shall be entitled to an equitable adjustment to the schedule and compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws.

In addition, Client understands and agrees that in seeking the professional services of MSG under this Agreement, Client may request MSG to undertake obligations involving or related to Hazardous Materials. To the fullest extent permitted by law, Client agrees to defend and indemnify MSG and its subcontractors, consultants, agents, officers, directors and employees from any claim or liability or loss, including reasonable attorneys' fees arising from or connected with the presence, discharge, release, or escape of Hazardous Materials or environmental liability of any nature or in any manner related to services performed by MSG as part of the Project, including the failure to discover any Hazardous Materials which may exist in, on, above, beneath, about or which have migrated onto, or under, the Project site except for those events caused by the sole negligence or willful misconduct of MSG. Without limiting the generality of the foregoing, the above indemnification extends to claims resulting from:

a. Client's violation or alleged violation of any federal, state or local statute, regulation or ordinance relating to the disposal of Hazardous Materials;

b. Client's or MSG's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of Hazardous Materials found or identified at the site;
c. Hazardous Materials introduced at the Project site by Client or third persons before or after the completion of services herein;
d. Allegations that MSG is a generator, operator, treater, storer, transporter, arranger for transport, handler, or disposer under the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental, Response, Compensation and Liability Act (CERCLA) or any other federal, state or local law, regulation or ordinance.

MSG and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons or property to Hazardous Materials in any form at the Project site.

26. **Third-Party Claims:** All services provided by MSG are for the sole use and benefit of the Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or MSG. However, in the case of a third-party claim, the Client will compensate MSG for services performed in defense of such claim unless the claim resulted from the negligent act, error or omission of MSG.

27. **Violations of Law:** The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold MSG harmless from any and all violations of laws and/or failure to comply with governmental regulations, including but not limited to the Foreign Corrupt Practice Act (15 USC §78dd-1 et seq.), the False Claims Act (31 USC § 3729 et seq.), the Buy American Act (41 USC § 8301 et seq.) and the "Buy American" Provisions (Section 1605) of the American Recovery and Reinvestment Act (Pub. L. 111-5), to the extent caused by the Client or its contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement.

28. **Confidentiality:** MSG will hold in confidence any information about the Client's operations that would normally be considered confidential. Such obligation shall not hold with respect to:

a. Information which is in the public domain or which enters public domain in the future through no fault of MSG.
b. Information known to MSG prior to disclosure by the Client or information disclosed to MSG at any time by a third party.
c. Information that is released from its confidential status by the Client.
d. Where disclosure is required by court order or governmental directive, provided that prior written notice is given to Client.
e. Where disclosure is required to comply with a professional code of conduct or ethics.
f. Where disclosure involves a dispute resolution proceeding between the parties.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by MSG pertaining to this Project or Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MSG.

29. **Dispute Resolution:** In the event of a dispute between MSG and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and MSG shall endeavor to resolve claims, disputes and other matters in question during a meet and confer session. A meet and confer session shall be attended by the Client and MSG or their authorized representatives who shall have the authority to bind the parties. Prior to the meet and confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute or controversy. If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. Any court action required to enforce the terms of this Agreement and/or any legal proceeding to enforce, enter judgment upon, vacate and/or modify the dispute award shall be filed in the Court of Commons Pleas, Lucas County, Ohio. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

30. **Suspension of Work:** The Client may suspend services performed by MSG upon fourteen (14) calendar days written notice. MSG shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay MSG all outstanding invoices for accepted services within fourteen (14) calendar days. MSG shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

MSG may suspend services if Client fails to make payments to MSG in accordance with Section 12 of this Agreement or fails to meet its other material responsibilities under this Agreement. Such failure shall be considered substantial nonperformance and cause for termination or, at MSG's option, cause for suspension of performance of services under this Agreement or as otherwise set forth in Section 12 hereof. In the event of a suspension of services, MSG shall have no liability to the Client for delay or damage because of such suspension of services. Before resuming services, MSG shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of MSG's services. MSG's fees for the remaining services and the time schedules shall be equitably adjusted.

31. **Termination for Default or Breach:** Except as otherwise provided herein, in the event of a Default (as defined herein) by either party, the non-Defaulting or non-breaching party shall give written notice to the Defaulting party of the Defaulting party's obligation to cure the Default with diligence and promptness. If the Defaulting party fails to cure such Default within seven (7) days after receipt of written notice, then the other party without prejudice to other remedies it has, may terminate this Agreement for cause. In the event of a termination, MSG shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices for accepted services within fourteen (14) calendar days. For purposes of this Agreement, "Default" means (i) a party fails to perform any of its material duties or obligations under this Agreement, (ii) the occurrence of an event that with or without the passage of time or the giving of notice, or both, would constitute a material breach of this Agreement or default, or (iii) a party files a petition or otherwise commences or authorizes the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or has any such petition filed or proceeding commenced against it or its assets, or otherwise become bankrupt or insolvent, however evidenced, or be unable to pay its debts as they fall due.

32. **Termination Without Cause.** Client may terminate this Agreement at any time without cause upon providing at least fourteen (14) days prior written notice to MSG.

33. **Assignment:** The Client may not assign any of its rights or obligations under this Agreement, by operation of law or otherwise, without first obtaining MSG's written consent. Any attempt to assign the Client's rights or obligations under this Agreement in breach of this paragraph shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and

permitted assigns. MSG's consent to an assignment is contingent upon the Client's compliance with the following: prior to any assignment, the party proposing to assign its rights and responsibilities under this Agreement and that party's proposed assignee shall furnish to the other party reasonable evidence that arrangements have been made by the proposed assignee to fulfill the assigning party's obligations, including financial obligations, under this Agreement. If the non-assigning party has no reasonable objection to the proposed assignment, the proposing party may then assign the Agreement. Any expense incurred by MSG because of the assignment shall be considered as an additional service and compensated in accordance with this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

34. **Waiver of Rights:** The failure of either party to enforce any provision of these Terms shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

35. **Headings**: The headings contained herein are inserted for convenience only and do not define, limit, or construe the contents of the articles, sections, or subsections to which they refer.

36. **Governing Law:** The terms of this Agreement shall be governed by the laws of the State of Ohio without regard to any choice of law principles. Nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the State of Ohio.

37. **Integration:** This Agreement constitutes the entire agreement between the parties and may only be amended by written agreement by both parties.

38. **Severability:** Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and MSG will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

39. **Survival:** All provisions of these terms that allocate responsibility or liability between the Client and MSG shall survive the completion or termination of services for the Project.

40. **Notice**: Any notice to MSG or Client that is required or permitted by this Agreement shall be in writing and shall be deemed effectively given to the other party when personally delivered, upon confirmation of receipt or upon sender's receipt of a read receipt when sent by e-mail to the MSG representative or Client representative expressly designated in the Proposal or Scope of Work, or upon actual receipt when mailed by first class postage prepaid, registered or certified mail, return receipt requested, or when sent by overnight courier service to the address expressly designated in the Proposal or Scope of Work, or to such other person or address as either party may otherwise specify in writing.

41. **Changes to these Terms**: MSG reserves the right, from time to time, to change these Terms in its sole and absolute discretion. The most current version of the Terms will supersede all previous versions and shall continue to be binding on the Client in its revised form.

42. **Conflict**: In the event of a conflict between the Proposal or Scope of Work and these Terms, then these Terms shall control unless otherwise expressly identified or designated in the Proposal or Scope of Work as controlling.

Updated as of January 1, 2022

CHARTER TOWNSHIP OF YPSILANTI
North Bay Park Pavilion & Restroom
Bid Opening: March 4, 2026 @ 2:00 pm, Cafeteria

COMPANY NAME	DELIVERY METHOD	BID AMOUNT	ATTENDED PRE-MEETING	BOND –IF APPLICABLE
Straub Pettitt Mann	IP	$36,500.00	Yes	N/A
Mannik Smith Group	IP	$66,497.16	Yes	N/A
In Parallel Architects & Builders	IP	$50,500.00	Yes	N/A
Sidock Group Proposal	IP	$73,000.00	Yes	N/A
Spicer Group	IP	$84,000.00	Yes	N/A
Hubbell, Roth & Clark	IP	$84,500.00	Yes	N/A
Wightman	Arrived via email at 4:04 pm	$127,500.00	Yes	N/A

Key: Mail-M, In person IP, BidNet-B

CHARTER TOWNSHIP OF YPSILANTI
North Bay Park Pavilion & Restroom
Bid Opening: March 4, 2026 @ 2:00 pm, Cafeteria

Present at opening:

Name	Company/Title	Signature
Stuart Pettitt	Straub Pettitt Mann	See attached
Ashley Hsu	In Parallel Architects & Builders	See attached
John Hines	Municipal Services Director	See attached
Myla Harris	Ypsilanti Township Purchasing Clerk	See attached
Debbie Swanson	Ypsilanti Township Clerk	See attached
Angie Rogers	Ypsilanti Township Deputy Clerk	See attached

Key: Mail-M, In person IP, BidNet-B

Township Supervisor
Brenda L. Stumbo
Township Clerk
Debbie Swanson
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— RESIDENTIAL SERVICES DEPARTMENT —

Trustees
Karen Lovejoy Roe
John Newman II
Gloria Peterson
LaResha Thornton

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: August 10, 2026

RE: **Request to approve OHM Advisors for design, engineering and bidding services for the Dock Replacement Project at Loonfeather Point Park in the "not to exceed" amount of $24,000.00, to be paid from 213-901-975.587, contingent on a budget amendment.**

The Residential Services Department is requesting to approve OHM Advisors for design, engineering and bidding services for the Dock Replacement Project at Loonfeather Point Park in the "not to exceed" amount of $24,000.00, to be paid from 213-901-975.587, contingent on a budget amendment.

The Loonfeather Point Park dock needs replacement due to the deterioration of the wood planks and connections to the underwater pillars that is caused due to the age (constructed in the early 1990s), and frequent use. It was officially closed per the Township Building Department in late 2025 when staff brought up the concern of the existing condition, pictured below.

To assist the Township in making the repair to this popular dock, RSD staff requested proposals from local engineering firms for engineering, design and bidding services. Ypsilanti Township received three proposals:

Fishbeck -	$10,400 (Did not include bidding services)
OHM, Advisors -	$15,500-$24,000.00 (Range depends on level of damage)
Spicer Group -	$25,400.00

OHM Advisors is being requested due to being the lowest qualified bidder and understanding the project goals.

Township Supervisor
Brenda L. Stumbo
Township Clerk
Debbie Swanson
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— RESIDENTIAL SERVICES DEPARTMENT —

Trustees
Karen Lovejoy Roe
John Newman II
Gloria Peterson
LaResha Thornton

If approved by the board, OHM will begin the project with a dock assessment to understand the extent of the structural damage. After the assessment, next steps will be defined more clearly. The goal would be a spring 2027 construction with proper steps and board approvals.

Thank you for your consideration.

July 24, 2026

Mr. John Hines
Municipal Services Director
Charter Township of Ypsilanti
7200 S Huron River Dr
Ypsilanti MI 48197

Regarding: **Loon Feather Point Park – Dock Assessment**
Professional Engineering Services Proposal

Dear Mr. Hines:

Thank you for the opportunity to submit this proposal to provide professional engineering services to perform a dock assessment at Loon Feather Point Park on Grove Road in Ypsilanti Township. This proposal has been prepared based on correspondence with the Township and a preliminary overview of the existing site conditions.

PROJECT UNDERSTANDING

The scope of this proposal will include a site visit and an assessment of the existing wooden dock located at Loon Feather Point Park that is currently closed due to its poor condition. It is our understanding that Township Staff closed access to the dock in July 2025 due to its continued deterioration, wear on the pylons, and unsafe conditions. The structural assessment will include recommendations regarding repair or replacement of the dock.

SCOPE

The scope includes the following tasks:

- Review available data related to the existing dock conditions
- Conduct an on-site assessment of the existing dock
- Determine the appropriate repair work or replacement
- Prepare a report with existing conditions and assessment data
- Perform an internal OHM QAQC of the report and recommendations
- Coordinate a meeting with Township Staff to review the report and recommendations

ASSUMPTIONS/CLARIFICATIONS

- It is assumed that the existing dock is safe enough to access for an assessment to be performed. Waders can be utilized to access the dock framing members.
- The above scope is based on providing a visual inspection only.
- An underwater inspection will be performed at a depth of approximately 4-6 feet.
- Any additional tasks or meetings outside of the above scope of services can be conducted at an hourly rate or as negotiated between the Township and OHM Advisors. Additional work will not be conducted prior to Township authorization.
- EGLE permitting is not anticipated or included.

OHM Advisors®
3767 RANCHERO DRIVE, SUITE 100
ANN ARBOR, MICHIGAN 48108
T 734.522.6711
F 734.522.6427
OHM-Advisors.com

FEE

OHM can perform the above tasks on an hourly not-to-exceed basis, in accordance with our 2026 Rate Schedule, for a total fee outlined below. Invoices will be sent monthly as work is performed.

Dock Assessment	**$4,500**
Design*	**$8,000-$16,500**
Bidding Assistance	**$3,000**
	$15,500-$24,000

*The design scope will be outlined in a scope supplement following the dock assessment. It is anticipated to fall within the fee range provided. If the assessment provides a simple fix, the fee will fall towards the low end of the range. If it shows a more complicated fix, the fee will trend towards the high end of the range.

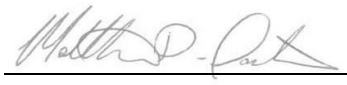
SCHEDULE

OHM Advisors is available to start work on this project immediately upon authorization.

ACCEPTANCE

If this proposal is acceptable to you, please execute a copy of this proposal and return to us for our files.

Thank you for this opportunity to provide design engineering services. Should there be any questions, please contact us at (734) 522-6711.

OHM Advisors		Charter Township of Ypsilanti
CONSULTANT		CLIENT
	(Signature)	
Matthew D. Parks, P.E.	(Name)	Ms. Brenda Stumbo
Principal in Charge	(Title)	Township Supervisor
7/23/2026	(Date)	
	(Signature)	
	(Name)	Ms. Debbie Swanson
	(Title)	Township Clerk
	(Date)	

Township Supervisor
Brenda L. Stumbo
Township Clerk
Debbie Swanson
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— RESIDENTIAL SERVICES DEPARTMENT —

Trustees
Karen Lovejoy Roe
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Gloria Peterson
LaResha Thornton

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: August 11, 2026

RE: **Request to approve Fishbeck for Construction Administration services for the Pavilion Replacement Project at Clubview Park in the amount of $4,400.00 budgeted in line 213-901-974.026.**

The Residential Services Department is requesting to approve Fishbeck for Construction Administration services for the Pavilion Replacement Project at Clubview Park in the amount of $4,400.00 budgeted in line 213-901-974.026.

At the May 19th, 2026 Board of Trustee's meeting, Fishbeck was approved to provide Design, Engineering and Bidding services for the pavilion replacement project. We are requesting that due to their work on the project to this point, Fishbeck be approved to oversee the construction per the plans they prepared.

Township staff opened bids for the Pavilion replacement on August 11, 2026 and are bringing the contractor for award at tonight's meeting also.

If approved by the board, Fishbeck, Township staff and the approved contractor will set the pre-con meeting and finalize the construction contract. The goal, weather depending; would be to construct the new pavilion this fall.

Thank you for your consideration.

John Hines
Municipal Services Director

fishbeck
Engineers | Architects | Scientists | Constructors

1515 Arboretum Drive, SE
Grand Rapids, Michigan 49546

616.575.3824 | fishbeck.com

August 11, 2026

John Hines
Municipal Services Director
Ypsilanti Township
7200 S Huron River Drive
Ypsilanti, MI 48197

Proposal for Professional Services
Construction Administration – Clubview Park in Ypsilanti, Michigan

Fishbeck is pleased to submit this proposal to provide construction administration services for the new pavilion at Clubview Park in Ypsilanti Township (Township).

Scope of Services

We propose the following scope of services to assist the Township.

1. Construction Administration
   a. Attend pre-construction meeting.
   b. Attend weekly construction progress meetings (virtual).
   c. Visit the site two times during construction to check on progress.
   d. Assist the Township with issuing change orders.
   e. Review and process Contractor shop drawings and requests for information (RFI).
   f. Attend the "punch list" walk through with the Township and the Contractor.
   g. Assist the Township with contract close-out.

Professional Services Fees

We propose to complete the scope of services described above for a lump sum fee of Four Thousand Four Hundred Dollars ($4,400). Additional services beyond the defined scope will be billed on a time and materials basis upon written authorization.

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed agreement to Lisa Lopez (llopez@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted monthly, and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 517.247.7350 or jwright@fishbeck.com.

Sincerely,

Joe Wright, PLA
Senior Landscape Architect

Attachments
By email
Copy: Ryan Musch – Fishbeck

fishbeck
Engineers | Architects | Scientists | Constructors

1515 Arboretum Drive, SE
Grand Rapids, Michigan 49546

616.575.3824 | fishbeck.com

Professional Services Agreement

PROJECT NAME:	Construction Administration – Clubview Park in Ypsilanti, Michigan
PROJECT LOCATION:	Ypsilanti, Michigan
FISHBECK CONTACT:	Joe Wright, PLA
CLIENT CONTACT:	John Hines
CLIENT:	Ypsilanti Township, 7200 S Huron River Drive, Ypsilanti, MI 48197

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: As described in our proposal dated August 11, 2026.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

☒ **Terms and Conditions for Professional Services**
☒ **Proposal Dated:** August 11, 2026
☐ **Other:**

METHOD OF COMPENSATION:

☒ **Lump Sum for Defined Scope of Services**
☐ **Hourly Billing Rates Plus Reimbursable Expenses with an Administrative Fee of ___%**
☐ **Other:**

Budget for Above Scope of Services: Four Thousand Four Hundred Dollars ($4,400).

ADDITIONAL PROVISIONS (IF ANY): NA

APPROVED FOR:		**ACCEPTED FOR:**	
Ypsilanti Township		**Fishbeck**	
SIGNATURE:	_____	**SIGNATURE:**	Ryan Musch
NAME:	_____	**NAME:**	Ryan D. Musch, PE, LEED AP, SITES AP
TITLE:	_____	**TITLE:**	Senior Executive
DATE:	_____	**DATE:**	August 11, 2026

1. METHOD OF AUTHORIZATION. Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method of authorization, these Terms and Conditions shall prevail as the basis of Client's Agreement with Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. CLIENT RESPONSIBILITIES. Client shall provide all requirements, criteria, data, and information for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. HOURLY BILLING RATES. Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. REIMBURSABLE EXPENSES. Client shall reimburse Fishbeck for costs incurred on or directly for Client's Project. Reimbursements shall be at Fishbeck's current rate for mileage for vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus the administrative fee.
5. OPINIONS OF COST. Any opinions or estimates provided by Fishbeck as to probable construction costs or total project costs will be based on Fishbeck's experience, judgment, qualifications, and general familiarity with the construction industry. Because Fishbeck has no control over market conditions or bidding procedures, Fishbeck does not warrant that actual bids, construction costs, or total project costs will not vary from Fishbeck's opinions or estimates.
6. PROFESSIONAL STANDARDS. The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of the subject professional discipline practicing under similar circumstances at the same time and in the same locality. Fishbeck may use or rely upon design elements and information customarily provided by others. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. TERMINATION. Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a reasonable termination charge for services and costs attributable to termination and costs necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. SUBCONTRACTORS. Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. PAYMENT TO FISHBECK. Invoices will be issued monthly, and will be due and payable upon receipt, unless otherwise agreed. Amounts not paid within 28 days from date of invoice shall accrue interest at a rate of 1 percent per 4-week period. Payments made thereafter will be applied first to accrued interest, and then to unpaid principal. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

   Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

   If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

   In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. HAZARDOUS WASTE. Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.

11. LIMITATION OF LIABILITY. To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of $250,000 or the amount of the fee earned under this Agreement.

    To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

    Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. DELEGATED DESIGN. Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.

13. INSURANCE. Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

    Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

    Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

14. INDEMNIFICATION. Fishbeck will indemnify and hold Client harmless from any third party claim, damage, or liability for injury or loss sustained by any third party, for which Client is legally obligated to pay, to the extent caused by Fishbeck's negligence. Client will defend, indemnify, and hold Fishbeck harmless from any claim, damage, liability, or defense cost arising from this Agreement for injury or loss sustained by any third party except to the extent caused by the negligence of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.

15. CONSEQUENTIAL DAMAGES. To the fullest extent permitted by law, Client and Fishbeck waive special, incidental, indirect, and consequential damages for claims arising out of, resulting from, or in any way relating to this Agreement or the Project, including, but not limited to, loss of business, use, income, profit, financing, productivity, and reputation.

16. LEGAL EXPENSES. If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney's fees.

17. OWNERSHIP OF WORK PRODUCT. Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck, and Client shall defend, indemnify, and hold Fishbeck harmless from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. ELECTRONIC MEDIA. Data, reports, drawings, specifications, and other material and deliverables will be transmitted to Client in either hard copy, digital, or both formats. If a discrepancy or conflict with the transmitted version occurs, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. GENERAL CONSIDERATIONS. Client and Fishbeck each are hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

    Neither Client nor Fishbeck may assign this Agreement without the written consent of the other.

    Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

    This Agreement shall be governed exclusively by the laws of the State of Michigan, and any action arising out of or in connection with Agreement shall occur in the state or federal courts located in Grand Rapids, Michigan.

    This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

Township Supervisor
Brenda L. Stumbo
Township Clerk
Debbie Swanson
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— RESIDENTIAL SERVICES DEPARTMENT —

Trustees
Karen Lovejoy Roe
John Newman II
Gloria Peterson
LaResha Thornton

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: August 12, 2026

RE: **Request authorization to approve Resolution 2026-19 to adopt the Second Amended Articles of Incorporation of the Washtenaw Regional Resource Management Authority (WRRMA)**

The Residential Services Department is requesting authorization to approve the Resolution to adopt the Second Amended Articles of Incorporation of the Washtenaw Regional Resources Management Authority (WRRMA).

In order to update the WRRMA Articles of Incorporation, board action is required by all WRRMA members. In this amendment, WRRMA is changing the meeting frequency from monthly to quarterly. All other affected changes of the document, are caused by this change. Following this request, and the approval of all of the other legislative bodies of each constituent member, the WRRMA board must unanimously approve this change.

Thank you for the consideration

John Hines
Municipal Services Director

SECOND AMENDED ARTICLES OF INCORPORATION
OF THE
WASHTENAW REGIONAL RESOURCE MANAGEMENT AUTHORITY

These Articles of Incorporation ("Articles") are adopted by the Constituent Members for the defined purposes set forth herein as allowed under the provisions of Act No. 179 of the Michigan Public Acts of 1947, being MCL 123.301, et. seq. ("Enabling Law"). The Effective Date of the Articles is [to be filled in upon submission]("Effective Date").

ARTICLE I

Legal Name

The name of this Authority shall be, for all legal purposes, Washtenaw Regional Resource Management Authority ("WRRMA"), with a principal place of business at 705 North Zeeb Road, Ann Arbor, Michigan 48103, County of Washtenaw, State of Michigan.

ARTICLE II

Constituent Members

The Constituent Members of WRRMA as of the Effective Date are: Ann Arbor Charter Township, Pittsfield Charter Township, the Township of Scio, the Charter Township of Ypsilanti, the City of Ann Arbor, the City of Dexter, the City of Saline, and the City of Ypsilanti.

All Constituent Members as of the Effective Date are located in the County of Washtenaw, State of Michigan.

ARTICLE III

Defined Purposes of WRRMA

The purposes of WRRMA are, as of the Effective Date of these Articles, limited to the purposes set forth herein. For purposes of these Articles, "materials management" shall mean the management, including the "collection", of municipal solid waste, organics, (including yard waste) and recyclables.

- Coordinate the materials management activities of the Constituent Members.
- Coordinate materials management promotional materials and related outreach activities for the Constituent Members.
- Ensure clear and consistent materials management activities/opportunities for all Constituent Members.
- Ensure that there are locations and resources to provide for efficient and effective materials management capabilities for all Constituent Members.

The following shall not be an authorized purpose of WRRMA as of the Effective Date of these Articles:

- The ownership or purchase of any real property and/or any facility used, in the past or the future, for the disposal of municipal solid waste, by permit or otherwise.

ARTICLE IV

Powers of WRRMA

WRRMA shall be a body corporate with the power to sue or to be sued in any Michigan Court subject to the then applicable and controlling laws on jurisdiction and venue. WRRMA shall be comprised of the physical territory situated within the boundaries of the Constituent Members. WRRMA shall possess all the powers granted to it by these Articles, and all powers necessary to, and incidental to, carrying out the currently stated and defined purposes of WRRMA as set forth by these Articles. WRRMA shall have a corporate seal.

ARTICLE V

Definitions

As used herein, all words and phrases, unless specifically defined by law or MCL 123.311(12), shall have their plain meaning and shall be construed accordingly.

ARTICLE VI

Dissolution of WRRMA

(This provision is required under MCL 123.311(11))

WRRMA shall continue in existence until dissolved in accordance with the Enabling Law as set forth at MCL 123.311, including all definitions set forth at MCL 123.311(12).

For this Article VI, the definitions at MCL 123.311(12) shall apply as used herein and where applicable.

Unless it would cause an impairment of a WRRMA contract under MCL 123.306, WRRMA, as a "qualified authority" as defined at MCL 123.311(12)(K)), shall dissolve if the following requirements are met:

(a) The legislative bodies of 60% of the Constituent Members each adopt a resolution stating that WRRMA is no longer effectively serving the public good for which it was created and directing that WRRMA be dissolved pursuant to MCL 123.311(6)-(9); and

(b) The clerk (or equivalent) of each Constituent Member whose legislative body adopts a resolution under subdivision (a) above promptly files a certified copy of the resolution with WRRMA and the Secretary of State.

Within six (6) months after the requirements of MCL 123.311(6) are met, WRRMA shall establish a mechanism to manage and pay for environmental activities, if any, required under existing law and cease the activities described in Article III above. Within six (6) months of ceasing activities allowed under Article III, WRRMA shall settle its accounts, including, but not limited to, any vested or accrued employee benefits, employment contracts, collective bargaining agreements, and unemployment compensation, and, subject to MCL 123.311(2), shall sell all of its property, if any. In addition, WRRMA shall establish a mechanism for handling future environmental liabilities, if any. If the requirements of MCL 123.311(6) have been met and a new authority is incorporated under MCL 123.311(10), WRRMA may agree to the assignment of contracts from WRRMA to the new authority.

After the requirements of MCL 123.311(7) are met, WRRMA shall distribute to each Constituent Member that Constituent Member's fair share of WRRMA's remaining assets.

Upon distribution of WRRMA's assets under MCL 123.311(8), both of the following apply:

(a) WRRMA is dissolved.

(b) All liabilities of each Constituent Member and former Constituent Member of WRRMA are terminated, except for both of the following:

(i) Any environmental liabilities attributed to WRRMA to the extent that the environmental liabilities result from WRRMA's disposal of the Constituent Member's or former Constituent Member's fair share of municipal solid waste, recyclable materials or yard waste.

(ii) The Constituent Member's fair share of any obligation to reimburse WRRMA following the dissolution for liability incurred by WRRMA as a result of litigation or arbitration proceedings that were initiated before the date of dissolution, or litigation or arbitration involving a cause of action arising before the date of dissolution, if the total amount of the Constituent Member's fair share of the obligation cannot be exactly determined by the time the requirements of MCL 123.311(7) are met.

MCL 123.311(6)-(9) do not prevent the incorporation of a new authority by some or all of the Constituent Members or former Constituent Members of an authority with respect to which the requirements of subsection (6) have been met.

ARTICLE VII

Fiscal Year

The fiscal year of WRRMA shall be January 1 – December 31.

ARTICLE VIII

The Board

The governing body of WRRMA shall be known as a Board of Trustees ("Board") which shall be comprised of one designated representative from each Constituent Member, who shall be appointed by the applicable governing body of such Constituent Member on or before the fifteenth day of December of each year, and shall serve during the next fiscal year and until his/her successor is appointed by the Constituent Member. The members of the Board shall serve without compensation but the Board, in its discretion, may authorize the payment of the actual expenditures of any Board member incurred in connection with the actual and approved business of WRRMA.

The Board shall, at its first meeting of each year, place on its Agenda the issue of "organization". At that organizational meeting, the Board shall select a Chairperson, a Vice Chairperson and a Secretary, who shall otherwise be existing and designated members of the Board. Such officers shall serve until the January organizational meeting of the following year and/or until their respective successors shall be selected. No person shall serve as Chairperson, Vice Chairperson or Secretary after he/she ceases to be a designated member of the Board.

The governing body of each Constituent Member shall, at the time of appointing its regular representative on the Board, also appoint an alternate representative who shall have the right to act in the place of the regular representative in event of the latter's absence from any meeting of the Board, but his/her authority shall be limited to the actual business conducted at such meeting whether set forth on the agenda or not. For any other purpose, the alternate shall not be considered a member of the Board. It shall not be necessary to serve any notice of meetings upon such alternates. No appointment to the Board and no selection of an officer of the Board shall be deemed to be invalid because it was not made within or at the time specified in these Articles. Any Board member or any alternate may be removed at any time by action of the governing body of the Constituent Member which he/she represents. Any officer of WRRMA may be removed by action of the Board by a majority vote of the then Constituent Members.

ARTICLE IX

Vacancies

In the event of a vacancy on the Board, the governing body of the Constituent Member entitled to such representative shall promptly fill the vacancy for the unexpired term. In the event of a vacancy in any office of the Board, such vacancy shall be promptly filled by the Board for the unexpired term at the next regular meeting of the Board. In the case of the temporary absence

or disability of any officer, the Board may appoint a qualified person to temporarily act in his/her stead except that, in the event of the temporary absence or disability of the Chairperson, the Vice Chairperson shall so act immediately.

ARTICLE X

Voting Power

Each Constituent Member shall have one vote.

ARTICLE XI

Meetings and Voting

All meetings of the Board shall comply with Michigan's Open Meetings Act, MCL 15.261, et. seq., including all future amendments to that statute. Meetings of the Board shall be held a minimum of quarterly at such times and places as shall be prescribed by resolution of the Board. Special meetings of the Board may be called by the Chairperson, or any three Constituent Members of the Board, by serving written notice of the time, place and purpose thereof, upon each member of the Board, personally, or by leaving it at his/her office, at least twenty-four hours prior to the time of such special Board meeting, or by depositing the same in a United States Post Office or mail box within the limits of WRRMA, at least seventy-two hours prior to the time of such special Board meeting, enclosed in a sealed envelope properly addressed to him/her at his/her home or office address, with postage fully prepaid thereon. Special meetings of the Board at which all Constituent Members are present shall be deemed to be valid even if no written notice thereof may have been given as above provided. Any Constituent Member of the Board may waive notice of any meeting either before or after the holding of that meeting. The presence of Constituent Members of the Board holding more than fifty percent of the total voting power of the entire Board shall be required for a quorum for all legal purposes.

The Board shall act on all matters before it by motion or resolution. For the passage of any motion or resolution, there shall be required the affirmative vote of a majority of the Constituent Members, except when a larger vote is required by law. For purposes of approving and expending money beyond normal operating costs, there shall be an affirmative vote of at least two-thirds (rounded up if necessary) of the Constituent Members. The Board shall have the right to adopt, from time to time, rules governing its procedures which are not in conflict with the terms of any statute or of these Articles. Board procedures shall be governed by Robert's Rules of Order, as amended from time to time. The Board shall keep minutes of its proceedings, which shall be approved and signed by the Chairperson and Secretary. All votes shall be by "Yeas" and

"Nays". The minutes shall show how each Constituent Member voted and the total number of votes for and against each motion, resolution or ordinance.

ARTICLES XII

General Manager

If necessary, and at any time, the Board shall have the right to select and appoint a General Manager. Any General Manager shall be the chief administrative officer of WRRMA and shall perform all of the purely administrative functions of WRRMA, unless otherwise expressly delegated in these Articles. All such functions shall be performed in harmony with the adopted policies and direction of the Board. Any General Manager shall serve at the will and direction of the Board.

ARTICLE XIII

Finances

The Board Chairperson shall be the presiding officer of the Board. Except as provided herein, he/she shall not have any executive or administrative functions. In the absence or disability of the Chairperson, the Vice Chairperson shall perform the duties of the Chairperson. The Secretary shall be the recording officer of the Board. All monies of WRRMA shall be deposited in a bank or banks, to be designated by the Board, and all checks or other forms of withdrawal therefrom shall be signed by the Chairperson and Secretary of the Board.

ARTICLE XIV

Annual Budget Process

At each third quarter meeting of each fiscal year, the Board shall discuss and complete a proposed budget for the next fiscal year and provide a copy of the proposed budget to the governing body of each Constituent Member. Any objections to the proposed budget shall be provided to the Board by October 1 of each year. Any objections shall be addressed by the Board at the forth quarter Board meeting and prior to approving the proposed budget.

For the initial fiscal year, the contribution to the budget for each Constituent Member shall be $5,000.00 with an equal matching contribution by the County of $5,000.00 on behalf of each Constituent Member. The contribution in each subsequent year shall be determined by the annual budget process. Any expenditure in any fiscal year that exceeds the established contribution and is greater than $5,000.00 for any Constituent Member shall first be approved by the governing body of each Constituent Member.

ARTICLE XV

Activity Report

Each fiscal year the Board shall prepare and issue to the governing board of each Constituent Member a report of WRRMA activities.

ARTICLE XVI

Constituent Member Contracts

WRRMA, and its Constituent Members, may, from time to time, enter into a Contract or Contracts, for services performed by WRRMA, and for payment to WRRMA, by the Constituent Members. Any such Contract shall be for a period not exceeding thirty (30) years.

ARTICLE XVII

Third-Party Contracts

WRRMA shall have the power to contract with any person, firm or corporation for the performance of the work to carry out a designated purpose of WRRMA.

ARTICLE XVIII

Employment Contracts

The Board shall have the power to secure all necessary services to carry out the lawful purposes of WRRMA, and to fix the compensation of any required employees of WRRMA, and to provide benefits for the employees as determined from time to time by the Board. No officer or employee of any Constituent Member shall receive any compensation from WRRMA except as allowed for expenditures under Article VIII above.

ARTICLE XIX

Annual Audit

The Board shall cause an annual audit to be made of its financial transactions by a certified public accountant, and shall furnish, in a timely manner, a copy thereof to each Constituent Member. The annual audit shall include the details of the total liabilities of WRRMA and each Constituent Member's share of the total liability as of the date of each audit.

ARTICLE XX

Insufficient Income

If the total funds of WRRMA during any fiscal year is not sufficient to satisfy obligations that were previously presented to and approved by the WRRMA Board, then the amount of any such deficiency shall be prorated equally among the Constituent Members. Any funds required

to satisfy an obligation incurred but not subject to a prior approval of the WRRMA Board shall be prorated equally among the Constituent Members after unanimous approval by the legislative body for each Constituent Member or, based on the facts of the expenditure, in another equitable manner unanimously approved by the legislative bodies of the Constituent Members.

ARTICLE XXI

Withdrawal of Constituent Members

(This provision is required under MCL 123.311(11))

For this Article XXI, the definitions at MCL 123.311(12) shall apply where applicable.

Unless its withdrawal would cause an impairment of any contract, a Constituent Member may withdraw from WRRMA if all of the following requirements are met:

(a) The legislative body of the Constituent Member adopts a resolution stating that WRRMA is no longer effectively serving the Constituent Member's needs and declaring its decision to withdraw from WRRMA on a date specified in the resolution.

(b) The withdrawal date specified in the resolution under subdivision (a) is not either of the following:

  (i) Less than 60 days after the date the resolution is adopted.

  (ii) Within 1 year before the termination date of WRRMA's most recently approved contract under MCL 123.305 unless the filings required by subdivision (c) (immediately below) are made more than 1 year before the specified withdrawal date.

(c) The clerk of the Constituent Member promptly files a certified copy of the resolution adopted under subdivision (a) with WRRMA and the Secretary of State.

By the withdrawal date, the withdrawing Constituent Member, at its option, either shall pay to WRRMA the amount of the withdrawing Constituent Member's fair share of the negative equity of WRRMA, if any, determined as of the withdrawal date, or shall provide WRRMA with a bond or other independent, insured guarantee that any such amount will be paid not later than 30 days after the expiration date of the authority's most recently approved contract under MCL 123.305. This provision does not relieve the withdrawing Constituent Member from either of the following:

(a) The Constituent Member's fair share of any obligation to reimburse WRRMA following the Constituent Member's withdrawal for any environmental liabilities subsequently incurred by WRRMA, to the extent that the environmental liabilities

result from WRRMA's disposal of the withdrawn former Constituent Member's municipal solid waste, recyclable materials, or yard waste.

(b) The Constituent Member's payment of any money damages, owed on account of its or WRRMA's default under a contract under MCL 123.306 if the default and damages result directly and solely from the Constituent Member's withdrawal and are necessary to prevent an impairment of the contract. If 2 or more Constituent Members withdraw, they are jointly liable for damages under this provision.

(c) The Constituent Member's fair share of any obligation to reimburse WRRMA following the Constituent Member's withdrawal for liability incurred by WRRMA as a result of litigation or arbitration proceedings that were initiated before the date of withdrawal, or litigation or arbitration involving a cause of action arising before the date of withdrawal, if the total amount of the Constituent Member's fair share of the obligation cannot be exactly determined by the date of withdrawal.

At the option of WRRMA, by the withdrawal date, WRRMA shall pay to the withdrawing Constituent Member its fair share of the equity of WRRMA, determined as of the withdrawal date, or shall provide the withdrawing Constituent Member with a bond or other independent, insured guarantee that such amount will be paid no later than 30 days after the expiration date of WRRMA's most recently approved contract under MCL 123.305. If WRRMA elects to provide such a bond or other guarantee, the withdrawn former Constituent Member may direct the bonding company or guarantor at any time thereafter to pay from the bond or other guarantee any obligation or liability owed to WRRMA by the withdrawn former Constituent Member, including, but not limited to, an obligation described in MCL 123.311(4) (a) or (b).

ARTICLE XXII

Publication of Articles

These Articles shall be published once in a newspaper circulating within the WRRMA Constituent Member communities. One printed copy of such Articles of Incorporation, certified as a true copy thereof, with the date and place of publication, shall be filed with the Secretary of State and the Clerk of the County of Washtenaw, within thirty (30) days after execution has been completed.

ARTICLE XXIII

Amendment of Articles

All Amendments to these Articles require a positive vote of the legislative body of each Constituent Member and a unanimous vote of the Board. Any amendment to these Articles shall

be endorsed, published and certified printed copies filed in the same manner as the original Articles, except that the filed printed copies shall be certified by the recording officer of the Authority.

ARTICLE XXIV

New Members

A municipality may become a Constituent Member of WRRMA by a positive vote of that municipality's legislative body and by an Amendment of these Articles consistent with the procedure set forth in Article XXIII above.

SIGNATURES

Signatures are attached and incorporated herein.

ANN ARBOR CHARTER TOWNSHIP
THE CITY OF YPSILANTI
PITTSFIELD CHARTER TOWNSHIP
THE CITY OF DEXTER
THE CITY OF SALINE
CHARTER TOWNSHIP OF YPSILANTI
THE CITY OF ANN ARBOR
SCIO TOWNSHIP

~~FIRST~~ SECOND AMENDED ARTICLES OF INCORPORATION
OF THE
WASHTENAW REGIONAL RESOURCE MANAGEMENT AUTHORITY

These Articles of Incorporation ("Articles") are adopted by the Constituent Members for the defined purposes set forth herein as allowed under the provisions of Act No. 179 of the Michigan Public Acts of 1947, being MCL 123.301, et. seq. ("Enabling Law"). The Effective Date of the Articles is [to be filled in upon submission]~~February 18th, 2022~~ ("Effective Date").

ARTICLE I

Legal Name

The name of this Authority shall be, for all legal purposes, Washtenaw Regional Resource Management Authority ("WRRMA"), with a principal place of business at 705 North Zeeb Road, Ann Arbor, Michigan 48103, County of Washtenaw, State of Michigan.

ARTICLE II

Constituent Members

The Constituent Members of WRRMA as of the Effective Date are: Ann Arbor Charter Township, Pittsfield Charter Township, the Township of Scio, the Charter Township of Ypsilanti, the City of Ann Arbor, the City of Dexter, the City of Saline, and the City of Ypsilanti.

All Constituent Members as of the Effective Date are located in the County of Washtenaw, State of Michigan.

ARTICLE III

Defined Purposes of WRRMA

The purposes of WRRMA are, as of the Effective Date of these Articles, limited to the purposes set forth herein. For purposes of these Articles, "materials management" shall mean the management, including the "collection", of municipal solid waste, organics, (including yard waste) and recyclables.

- Coordinate the materials management activities of the Constituent Members.
- Coordinate materials management promotional materials and related outreach activities for the Constituent Members.
- Ensure clear and consistent materials management activities/opportunities for all Constituent Members.
- Ensure that there are locations and resources to provide for efficient and effective materials management capabilities for all Constituent Members.

The following shall not be an authorized purpose of WRRMA as of the Effective Date of these Articles:

- The ownership or purchase of any real property and/or any facility used, in the past or the future, for the disposal of municipal solid waste, by permit or otherwise.

ARTICLE IV

Powers of WRRMA

WRRMA shall be a body corporate with the power to sue or to be sued in any Michigan Court subject to the then applicable and controlling laws on jurisdiction and venue. WRRMA shall be comprised of the physical territory situated within the boundaries of the Constituent Members. WRRMA shall possess all the powers granted to it by these Articles, and all powers necessary to, and incidental to, carrying out the currently stated and defined purposes of WRRMA as set forth by these Articles. WRRMA shall have a corporate seal.

ARTICLE V

Definitions

As used herein, all words and phrases, unless specifically defined by law or MCL 123.311(12), shall have their plain meaning and shall be construed accordingly.

ARTICLE VI

Dissolution of WRRMA

(This provision is required under MCL 123.311(11))

WRRMA shall continue in existence until dissolved in accordance with the Enabling Law as set forth at MCL 123.311, including all definitions set forth at MCL 123.311(12).

For this Article VI, the definitions at MCL 123.311(12) shall apply as used herein and where applicable.

Unless it would cause an impairment of a WRRMA contract under MCL 123.306, WRRMA, as a "qualified authority" as defined at MCL 123.311(12)(K)), shall dissolve if the following requirements are met:

(a) The legislative bodies of 60% of the Constituent Members each adopt a resolution stating that WRRMA is no longer effectively serving the public good for which it was created and directing that WRRMA be dissolved pursuant to MCL 123.311(6)-(9); and

(b) The clerk (or equivalent) of each Constituent Member whose legislative body adopts a resolution under subdivision (a) above promptly files a certified copy of the resolution with WRRMA and the Secretary of State.

Within six (6) months after the requirements of MCL 123.311(6) are met, WRRMA shall establish a mechanism to manage and pay for environmental activities, if any, required under existing law and cease the activities described in Article III above. Within six (6) months of ceasing activities allowed under Article III, WRRMA shall settle its accounts, including, but not limited to, any vested or accrued employee benefits, employment contracts, collective bargaining agreements, and unemployment compensation, and, subject to MCL 123.311(2), shall sell all of its property, if any. In addition, WRRMA shall establish a mechanism for handling future environmental liabilities, if any. If the requirements of MCL 123.311(6) have been met and a new authority is incorporated under MCL 123.311(10), WRRMA may agree to the assignment of contracts from WRRMA to the new authority.

After the requirements of MCL 123.311(7) are met, WRRMA shall distribute to each Constituent Member that Constituent Member's fair share of WRRMA's remaining assets.

Upon distribution of WRRMA's assets under MCL 123.311(8), both of the following apply:

(a) WRRMA is dissolved.

(b) All liabilities of each Constituent Member and former Constituent Member of WRRMA are terminated, except for both of the following:

(i) Any environmental liabilities attributed to WRRMA to the extent that the environmental liabilities result from WRRMA's disposal of the Constituent Member's or former Constituent Member's fair share of municipal solid waste, recyclable materials or yard waste.

(ii) The Constituent Member's fair share of any obligation to reimburse WRRMA following the dissolution for liability incurred by WRRMA as a result of litigation or arbitration proceedings that were initiated before the date of dissolution, or litigation or arbitration involving a cause of action arising before the date of dissolution, if the total amount of the Constituent Member's fair share of the obligation cannot be exactly determined by the time the requirements of MCL 123.311(7) are met.

MCL 123.311(6)-(9) do not prevent the incorporation of a new authority by some or all of the Constituent Members or former Constituent Members of an authority with respect to which the requirements of subsection (6) have been met.

ARTICLE VII

Fiscal Year

The fiscal year of WRRMA shall be January 1 – December 31.

ARTICLE VIII

The Board

The governing body of WRRMA shall be known as a Board of Trustees ("Board") which shall be comprised of one designated representative from each Constituent Member, who shall be appointed by the applicable governing body of such Constituent Member on or before the fifteenth day of December of each year, and shall serve during the next fiscal year and until his/her successor is appointed by the Constituent Member. ~~–~~The members of the Board shall serve without compensation but the Board, in its discretion, may authorize the payment of the actual expenditures of any Board member incurred in connection with the actual and approved business of WRRMA.

The Board shall, at its ~~January~~ first meeting of each year, place on its Agenda the issue of "organization". At that~~the January~~ organizational meeting, the Board shall select a Chairperson, a Vice Chairperson and a Secretary, who shall otherwise be existing and designated members of the Board. Such officers shall serve until the January organizational meeting of the following year and/or until their respective successors shall be selected. No person shall serve as Chairperson, Vice Chairperson or Secretary after he/she ceases to be a designated member of the Board.

The governing body of each Constituent Member shall, at the time of appointing its regular representative on the Board, also appoint an alternate representative who shall have the right to act in the place of the regular representative in event of the latter's absence from any meeting of the Board, but his/her authority shall be limited to the actual business conducted at such meeting whether set forth on the agenda or not. For any other purpose, the alternate shall not be considered a member of the Board. It shall not be necessary to serve any notice of meetings upon such alternates. No appointment to the Board and no selection of an officer of the Board shall be deemed to be invalid because it was not made within or at the time specified in these Articles. Any Board member or any alternate may be removed at any time by action of the governing body of the Constituent Member which he/she represents. Any officer of WRRMA may be removed by action of the Board by a majority vote of the then Constituent Members.

ARTICLE IX

Vacancies

In the event of a vacancy on the Board, the governing body of the Constituent Member entitled to such representative shall promptly fill the vacancy for the unexpired term. In the event of a vacancy in any office of the Board, such vacancy shall be promptly filled by the Board for the

unexpired term at the next regular meeting of the Board. In the case of the temporary absence or disability of any officer, the Board may appoint a qualified person to temporarily act in his/her stead except that, in the event of the temporary absence or disability of the Chairperson, the Vice Chairperson shall so act immediately.

ARTICLE X

Voting Power

Each Constituent Member shall have one vote.

ARTICLE XI

Meetings and Voting

All meetings of the Board shall comply with Michigan's Open Meetings Act, MCL 15.261, et. seq., including all future amendments to that statute. Meetings of the Board shall be held ~~monthly~~ a minimum of quarterly at such times and places as shall be prescribed by resolution of the Board. Special meetings of the Board may be called by the Chairperson, or any three Constituent Members of the Board, by serving written notice of the time, place and purpose thereof, upon each member of the Board, personally, or by leaving it at his/her office, at least twenty-four hours prior to the time of such special Board meeting, or by depositing the same in a United States Post Office or mail box within the limits of WRRMA, at least seventy-two hours prior to the time of such special Board meeting, enclosed in a sealed envelope properly addressed to him/her at his/her home or office address, with postage fully prepaid thereon. Special meetings of the Board at which all Constituent Members are present shall be deemed to be valid even if no written notice thereof may have been given as above provided. Any Constituent Member of the Board may waive notice of any meeting either before or after the holding of that meeting. The presence of Constituent Members of the Board holding more than fifty percent of the total voting power of the entire Board shall be required for a quorum for all legal purposes.

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"Nays". The minutes shall show how each Constituent Member voted and the total number of votes for and against each motion, resolution or ordinance.

ARTICLES XII

General Manager

If necessary, and at any time, the Board shall have the right to select and appoint a General Manager. Any General Manager shall be the chief administrative officer of WRRMA and shall perform all of the purely administrative functions of WRRMA, unless otherwise expressly delegated in these Articles. All such functions shall be performed in harmony with the adopted policies and direction of the Board. Any General Manager shall serve at the will and direction of the Board.

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The Board Chairperson shall be the presiding officer of the Board. Except as provided herein, he/she shall not have any executive or administrative functions. In the absence or disability of the Chairperson, the Vice Chairperson shall perform the duties of the Chairperson. The Secretary shall be the recording officer of the Board. All monies of WRRMA shall be deposited in a bank or banks, to be designated by the Board, and all checks or other forms of withdrawal therefrom shall be signed by the Chairperson and Secretary of the Board.

ARTICLE XIV

Annual Budget Process

~~Each October~~At each third quarter meeting of each fiscal year, the Board shall discuss and complete a proposed budget for the next fiscal year and provide a copy of the proposed budget to the governing body of each Constituent Member. Any objections to the proposed budget shall be provided to the Board by ~~December~~ October 1 of each year. Any objections shall be addressed by the Board at the ~~December~~ forth quarter Board meeting and prior to approving the proposed budget.

For the initial fiscal year, the contribution to the budget for each Constituent Member shall be $5,000.00 with an equal matching contribution by the County of $5,000.00 on behalf of each Constituent Member. The contribution in each subsequent year shall be determined by the annual budget process. Any expenditure in any fiscal year that exceeds the established contribution and is greater than $5,000.00 for any Constituent Member shall first be approved by the governing body of each Constituent Member.

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Activity Report

~~Each October of~~ eEach fiscal year~~,~~ the Board shall prepare and issue to the governing board of each Constituent Member a report of WRRMA activities.

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The Board shall have the power to secure all necessary services to carry out the lawful purposes of WRRMA, and to fix the compensation of any required employees of WRRMA, and to provide benefits for the employees as determined from time to time by the Board. No officer or employee of any Constituent Member shall receive any compensation from WRRMA except as allowed for expenditures under Article VIII above.

ARTICLE XIX

Annual Audit

The Board shall cause an annual audit to be made of its financial transactions by a certified public accountant, and shall furnish, in a timely manner, a copy thereof to each Constituent Member. The annual audit shall include the details of the total liabilities of WRRMA and each Constituent Member's share of the total liability as of the date of each audit.

ARTICLE XX

Insufficient Income

If the total funds of WRRMA during any fiscal year is not sufficient to satisfy obligations that were previously presented to and approved by the WRRMA Board, then the amount of any such deficiency shall be prorated equally among the Constituent Members. Any funds required

to satisfy an obligation incurred but not subject to a prior approval of the WRRMA Board shall be prorated equally among the Constituent Members after unanimous approval by the legislative body for each Constituent Member or, based on the facts of the expenditure, in another equitable manner unanimously approved by the legislative bodies of the Constituent Members.

ARTICLE XXI

Withdrawal of Constituent Members

(This provision is required under MCL 123.311(11))

For this Article XXI, the definitions at MCL 123.311(12) shall apply where applicable.

Unless its withdrawal would cause an impairment of any contract, a Constituent Member may withdraw from WRRMA if all of the following requirements are met:

(a) The legislative body of the Constituent Member adopts a resolution stating that WRRMA is no longer effectively serving the Constituent Member's needs and declaring its decision to withdraw from WRRMA on a date specified in the resolution.

(b) The withdrawal date specified in the resolution under subdivision (a) is not either of the following:

  (i) Less than 60 days after the date the resolution is adopted.

  (ii) Within 1 year before the termination date of WRRMA's most recently approved contract under MCL 123.305 unless the filings required by subdivision (c) (immediately below) are made more than 1 year before the specified withdrawal date.

(c) The clerk of the Constituent Member promptly files a certified copy of the resolution adopted under subdivision (a) with WRRMA and the Secretary of State.

By the withdrawal date, the withdrawing Constituent Member, at its option, either shall pay to WRRMA the amount of the withdrawing Constituent Member's fair share of the negative equity of WRRMA, if any, determined as of the withdrawal date, or shall provide WRRMA with a bond or other independent, insured guarantee that any such amount will be paid not later than 30 days after the expiration date of the authority's most recently approved contract under MCL 123.305. This provision does not relieve the withdrawing Constituent Member from either of the following:

(a) The Constituent Member's fair share of any obligation to reimburse WRRMA following the Constituent Member's withdrawal for any environmental liabilities subsequently incurred by WRRMA, to the extent that the environmental liabilities

result from WRRMA's disposal of the withdrawn former Constituent Member's municipal solid waste, recyclable materials, or yard waste.

(b) The Constituent Member's payment of any money damages, owed on account of its or WRRMA's default under a contract under MCL 123.306 if the default and damages result directly and solely from the Constituent Member's withdrawal and are necessary to prevent an impairment of the contract. If 2 or more Constituent Members withdraw, they are jointly liable for damages under this provision.

(c) The Constituent Member's fair share of any obligation to reimburse WRRMA following the Constituent Member's withdrawal for liability incurred by WRRMA as a result of litigation or arbitration proceedings that were initiated before the date of withdrawal, or litigation or arbitration involving a cause of action arising before the date of withdrawal, if the total amount of the Constituent Member's fair share of the obligation cannot be exactly determined by the date of withdrawal.

At the option of WRRMA, by the withdrawal date, WRRMA shall pay to the withdrawing Constituent Member its fair share of the equity of WRRMA, determined as of the withdrawal date, or shall provide the withdrawing Constituent Member with a bond or other independent, insured guarantee that such amount will be paid no later than 30 days after the expiration date of WRRMA's most recently approved contract under MCL 123.305. If WRRMA elects to provide such a bond or other guarantee, the withdrawn former Constituent Member may direct the bonding company or guarantor at any time thereafter to pay from the bond or other guarantee any obligation or liability owed to WRRMA by the withdrawn former Constituent Member, including, but not limited to, an obligation described in MCL 123.311(4) (a) or (b).

ARTICLE XXII

Publication of Articles

These Articles shall be published once in a newspaper circulating within the WRRMA Constituent Member communities. One printed copy of such Articles of Incorporation, certified as a true copy thereof, with the date and place of publication, shall be filed with the Secretary of State and the Clerk of the County of Washtenaw, within thirty (30) days after execution has been completed.

ARTICLE XXIII

Amendment of Articles

All Amendments to these Articles require a positive vote of the legislative body of each Constituent Member and a unanimous vote of the Board. Any amendment to these Articles shall

be endorsed, published and certified printed copies filed in the same manner as the original Articles, except that the filed printed copies shall be certified by the recording officer of the Authority.

ARTICLE XXIV

New Members

A municipality may become a Constituent Member of WRRMA by a positive vote of that municipality's legislative body and by an Amendment of these Articles consistent with the procedure set forth in Article XXIII above.

SIGNATURES

Signatures are attached and incorporated herein.

ANN ARBOR CHARTER TOWNSHIP
THE CITY OF YPSILANTI
PITTSFIELD CHARTER TOWNSHIP
THE CITY OF DEXTER
THE CITY OF SALINE
CHARTER TOWNSHIP OF YPSILANTI
THE CITY OF ANN ARBOR
SCIO TOWNSHIP

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2026-19
RE: WASHTENAW REGIONAL RESOURCE MANAGEMENT AUTHORITY ("WRRMA")

Resolution adopted at a regular meeting of the Ypsilanti Charter Township Board of Trustees meeting held on August 18, 2026

PRESENT:

ABSENT:

RECITALS

WHEREAS, Act 179 of 1947, being MCL 123.301 et. seq. ("Act"), enables the incorporation of any two (2) or more cities, villages or townships for the collective management of garbage and rubbish; and

WHEREAS, an authority under the Act is authorized by Articles of Incorporation; and

WHEREAS, Ypsilanti Charter Township has been a participating member of the Washtenaw Regional Resource Management Authority since it formed under the Act on September 23rd 2019; and

WHEREAS, the Articles of Incorporation prescribes and details the process for amending the Articles; and

WHEREAS, the WRRMA Board considered and unanimously approved the Second Amended Articles of Incorporation on February 17, 2026; and

WHEREAS, Ypsilanti Charter Township has reviewed the Second Amended Articles of Incorporation for the Washtenaw Regional Resource Management Authority and find the Articles to be acceptable;

NOW, THEREFORE, Ypsilanti Charter Township approves of the Second Amended Articles of Incorporation.

AYES:
NAYES:
RESOLUTION DECLARED ADOPTED.

_____

The foregoing Articles of Incorporation were adopted by the Ypsilanti Charter Township Board of Trustees, Washtenaw County, Michigan, at a public meeting duly held on the DATE of said Board and the Clerk of said Board being Debra A. Swanson.

_____
Brenda L. Stumbo, Supervisor
Ypsilanti Charter Township
Dated: DATE

_____

_____
Debra A. Swanson, Clerk
Ypsilanti Charter Township
Dated: DATE

Township Supervisor
Brenda L. Stumbo
Township Clerk
Debbie Swanson
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— OFFICE OF THE SUPERVISOR —

Trustees
Karen Lovejoy Roe
John Newman II
Gloria Peterson
LaResha Thornton

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Township Supervisor

Date: August 13, 2026

RE: Resolution 2026-20: Participation in Washtenaw County Purchase of Development Rights Program

The Supervisor's Office was contacted by the Washtenaw County Parks and Recreation Commission requesting a resolution to enable them to apply for grants from Michigan Department of Agriculture and Rural Development's Agricultural Preservation Fund on the Township's behalf. A copy of this letter is attached.

We thank the County for bringing this opportunity to our attention, as the Data Center fight has highlighted the urgent need for land preservation.

Thank you for your consideration.

Brenda Stumbo, Supervisor
Ypsilanti Township
7200 S. Huron River Dr.
Ypsilanti, MI 48197
supervisor.info@ypsitownship.org

Dear Supervisor Stumbo,

On behalf of Washtenaw County's Purchase of Development Rights (PDR) program, I'm writing to invite Ypsilanti Township to take steps necessary to become eligible for farmland preservation grants from the Michigan Department of Agriculture and Rural Development's (MDARD) Agricultural Preservation Fund. The Fund provides roughly $1.8 million annually towards conservation easements protecting farmland, which your township's 2020 master plan identifies as a goal on pages 15 and 46. For Washtenaw County to pursue an MDARD grant in your township for the 2027 round, your township must meet eligibility criteria. To be eligible for the 2027 grant round, your township must take the necessary step outlined below by 9/30/2026, the deadline for submission of eligibility documents.

REQUIRED STEP FOR ELIGIBILITY

- REQUIREMENT: provide a resolution from Ypsilanti Township stating intent to participate with Washtenaw County. Please see the attached example resolution from Manchester Township in 2009.

Please let me know whether your community would be interested in providing such a resolution so as to enable Washtenaw County to apply for grants to support agricultural conservation easement acquisitions within your community.

Let me know if I can provide any further information or support in this matter. Please also see additional information provided further below related to other eligibility requirements, which should be considered when your community next revises its Master Plan.

Thank you for your time and attention.

Regards,

Matthew Bertrand
Park Planner

COMPLETED STEPS FOR ELIGIBILITY

The items below are either completed to MDARD's specifications or are likely sufficiently completed to qualify but could be improved upon in future Master Plans to increase the likelihood for MDARD grant eligibility. Note that we still recommend developing a resolution prior to the 9/30/2026 deadline as we believe MDARD likely to find Ypsilanti Township to be eligible.

- REQUIREMENT #1: have a completed Comprehensive Land Use Plan or Master Plan completed within the last 10 years that aligns with Washtenaw County's PDR program.
    - REQUIREMENT #2: The Plan must map areas for agricultural preservation in its Future Land Use plan.
    - REQUIREMENT #3: The Plan must include text describing the strategies intended to be used in order to preserve the agricultural land, including Purchase of Development Rights (PDR), and other techniques.
    - REQUIREMENT #4: The Plan must include language indicating why farmland should be preserved in the community (cost of services studies, economic benefit to the community, etc
    - REQUIREMENT #5: The Plan must include a description of how and why the preservation area was selected.
        - NOTE: a future Ypsilanti Township Master Plan could provide more clarity about preservation area selection methods.

Charter Township of Ypsilanti
Resolution No. 2026-20
Participation in the Washtenaw County Purchase of Development Rights Program

Whereas, agriculture and farmland is an invaluable natural, economic and aesthetic resource that provides benefits to the residents of our community and the greater Washtenaw County area; and

Whereas, Washtenaw County and Ypsilanti Township's landscape is experiencing development pressure that threatens the viability of our agriculture and farmland resources; and

Whereas, the Washtenaw County Board of Commissioners has adopted a Purchase of Development Rights Ordinance that establishes a program to help county landowners and local units of government protect valuable agriculture and farmlands; and

Whereas, the county Purchase of Development Rights Ordinance is consistent with state and federal law; and

Whereas, according to the county Purchase of Development Rights Ordinance and the Michigan Agricultural Preservation Fund Board, a local unit of government must pass a resolution authorizing participation in the county program to qualify for state agricultural preservation funds; and

Whereas, the County Purchase of Development Rights Ordinance will require local unit of government approval of landowner applications to the county program and that agriculture and farmland protection must be consistent with local and county comprehensive plans in order to avoid preserving land better suited for commercial, industrial or high-density residential development; and

Whereas, the County Purchase of Development Rights Ordinance offers a voluntary option for landowners interested in protecting their agriculture and farmland;

Therefore be it resolved, that the Board of Trustees of Ypsilanti Township authorizes participation in the County Purchase of Development Rights Program so its landowners have access to the Michigan Agricultural Preservation Fund.

Be it further resolved, that the Board of Trustees of Ypsilanti Township authorizes the Washtenaw County Purchase of Development Rights Program and Ordinance to apply in Ypsilanti Township.

Be it further resolved, that Ypsilanti Township supports the efforts of the County Board in the preservation of agriculture and farmland and encourages landowners who own land that should be preserved to apply to the county program.

Township Supervisor
Brenda L. Stumbo
Township Clerk
Debbie Swanson
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— OFFICE OF THE SUPERVISOR —

Trustees
Karen Lovejoy Roe
John Newman II
Gloria Peterson
LaResha Thornton

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Township Supervisor

Date: August 11, 2026

RE: Request to accept the resignation of Ericka Vonyea from the Zoning Board of Appeals, effective September 5, 2026

Please accept Ericka Vonyea's resignation from the Zoning Board of Appeals, effective September 5, 2026. We thank Ericka for her service and wish her well. This vacancy will be posted and all residents are encouraged to apply.

Thank you for your consideration.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2026-21

A RESOLUTION ESTABLISHING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT, CONSTRUCTION, EXPANSION, OR APPROVAL OF MAJOR ELECTRIC UTILITY INFRASTRUCTURE WITHIN THE CHARTER TOWNSHIP OF YPSILANTI

The Charter Township of Ypsilanti hereby finds and determines as follows:

Section 1. Purpose and Findings

WHEREAS, The Charter Township of Ypsilanti has the responsibility to protect the public health, safety, and welfare and to provide for the orderly use and development of land within the Township consistent with applicable state and federal law and,

WHEREAS, The Township's Master Plan and Zoning Ordinance seek to promote orderly development, protect residential neighborhoods and environmentally sensitive lands, minimize unreasonable burdens upon public facilities and services, protect natural resources, and ensure compatibility among land uses, and,

WHEREAS, The Township Zoning Ordinance presently defines and regulates certain ***"Essential Services"*** provided by public utilities, including electrical transmission and distribution systems, however, the Township's existing regulations do not comprehensively address the land-use impacts associated with the construction or substantial expansion of modern

high-capacity electrical substations, switching stations, transformer yards, transmission facilities, and related major electrical infrastructure and,

WHEREAS, The nature and scale of electrical infrastructure necessary to serve new high-energy-demand land uses are changing rapidly, including infrastructure associated, but not limited to hyper-scale data centers, mid-sized data centers, artificial intelligence computing facilities, and high-performance computational centers, industrial facilities, and other intensive electrical users and,

WHEREAS, The Township has previously recognized through its planning and zoning actions that major electric utility facilities may require substantial electrical infrastructure, including but not limited to substations, generators, batteries, transmission improvements, and other electrical support facilities; and,

WHEREAS, Major electric utility facilities may have significant land-use impacts that differ substantially from routine electrical distribution facilities serving homes and businesses, including impacts related to location, land consumption, setbacks, screening, noise, lighting, visual character, stormwater, natural resources, emergency access, proximity to residential neighborhoods and public open spaces, construction activity, resource consumption, utility rates, and compatibility with existing and planned development; and,

WHEREAS, The establishment or substantial expansion of such facilities before the Township has had a reasonable opportunity to study these issues

could result in development patterns or impacts that are difficult or impossible to remedy after construction; and,

WHEREAS, The Township Board therefore determines that a temporary and narrowly tailored moratorium is necessary to allow the Township Planning Commission, Township staff, consultants, engineers, and legal counsel sufficient time to study Major Electric Utility Facilities and determine whether amendments to the Township's Master Plan, Zoning Ordinance, engineering standards, or other applicable regulations are necessary to protect the public health, safety, and welfare; and,

WHEREAS, This Resolution is intended solely as a temporary land-use measure. It is not intended to regulate electric utility rates, service territories, electric reliability standards, the generation or sale of electricity, or any matter within the exclusive jurisdiction of the Michigan Public Service Commission, Federal Energy Regulatory Commission, or other state or federal agency; and,

WHEREAS, Nothing in this Resolution is intended to prohibit routine maintenance, replacement, repair, emergency restoration, ordinary customer connections, or improvements reasonably necessary to maintain safe and reliable electrical service to existing residents and businesses.

Section 2. Definitions

For purposes of this Resolution:

Electric Utility means any person, corporation, municipal utility, cooperative, public utility, electric utility, transmission company, affiliated transmission company, independent transmission company, or other entity engaged in the generation, transmission, or distribution of electric energy, including but not limited to entities such as DTE Electric Company, ITC Transmission, Michigan Electric Transmission Company, LLC, and their successors or affiliates.

Major Electric Utility Facility means any of the following:

A. A new electrical substation, switching station, switchyard, transformer station, transformer yard, or comparable facility designed to transform, switch, regulate, control, or transmit electric power, including both as a principal use or an accessory use;

B. The physical expansion of an existing electrical substation, switching station, switchyard, transformer station, or transformer yard, including an increase in the fenced or developed area of the facility, installation of additional major power transformers, or installation of additional transmission-level switching or bus equipment including both as a principal use or an accessory use;

C. A new overhead electric transmission line or transmission corridor;

D. A substantial expansion of an existing transmission corridor involving additional transmission circuits, new transmission towers or structures, or acquisition or establishment of materially expanded rights-of-way; or

E. Buildings, access roads, control facilities, stormwater improvements, or other structures principally accessory to a facility described above.

Routine Utility Work means maintenance, repair, replacement, reconstruction, customer connections, distribution-system improvements, vegetation management, emergency restoration, or similar work that does not constitute the establishment or substantial expansion of a Major Electric Utility Facility.

Section 3. Temporary Moratorium

During the effective period of this Resolution, no Major Electric Utility Facility shall be established, constructed, or substantially expanded within the Charter Township of Ypsilanti when such activity requires zoning, land-use, site-plan, special-land-use, variance, grading, engineering, right-of-way, or other approval from the Township.

During the moratorium:

A. No Township department, officer, employee, commission, board, or other body shall grant final zoning or land-use approval for the establishment or substantial expansion of a Major Electric Utility Facility.

B. Applications for a Major Electric Utility Facility may be received for administrative purposes if required by law, but no final Township land-use approval shall be granted during the moratorium.

C. The moratorium shall apply to applications pending on the effective date of this Resolution that have not received all required final Township approvals, except to the extent an applicant has acquired vested rights recognized under Michigan law.

D. No applicant shall obtain vested rights solely by filing an application during the effective period of this moratorium.

Section 4. Exemptions

This moratorium shall not apply to:

A. Emergency repairs or work reasonably necessary to restore electrical service following storms, accidents, equipment failures, natural disasters, or other emergencies;

B. Routine maintenance and ordinary repair of existing utility facilities;

C. Replacement of existing poles, wires, transformers, conductors, structures, or equipment with substantially similar facilities within an existing utility corridor or developed utility site;

D. Ordinary electric distribution improvements and customer service connections that do not involve construction or substantial expansion of a Major Electric Utility Facility;

E. Work demonstrated to the Township to be immediately necessary to correct an unsafe condition or prevent a substantial and imminent threat to electric reliability or public safety;

F. Projects that received all required final Township land-use approvals before the effective date of this Resolution and for which those approvals remain valid;

G. Activities for which legally vested rights existed before the effective date of this Resolution; or

H. Any facility, project, approval, or activity to the extent that application of this Resolution is expressly preempted by state or federal law or by a valid order, certificate, or authorization of an agency having controlling jurisdiction.

Section 5. State and Federal Jurisdiction

This Resolution shall be interpreted and administered consistent with the Michigan Zoning Enabling Act, the Electric Transmission Line Certification Act, applicable provisions of the Michigan Public Service Commission's enabling statutes, the Michigan Constitution, and applicable federal law.

Nothing contained herein shall be interpreted as attempting to supersede or interfere with a Certificate of Public Convenience and Necessity or other state or federal authorization having preemptive effect.

The Township expressly reserves all authority not preempted by state or federal law, including its authority over land use, zoning, Township property, Township rights-of-way, and other matters of local concern to the fullest extent permitted by law.

Section 6. Planning and Regulatory Study

During the moratorium, the Township Planning Commission and Township staff, in consultation with the Township Attorney, Township Engineer, planning consultant, and other qualified professionals as appropriate, shall study the appropriate regulation of Major Electric Utility Facilities.

The study should consider, as applicable:

1. Appropriate zoning districts and locations for Major Electric Utility Facilities;
2. Minimum setbacks from residential uses, property lines, parks, schools, environmentally sensitive areas, and other potentially incompatible uses;
3. Screening, landscaping, fencing, and buffering;
4. Noise and vibration;
5. Exterior lighting;
6. Height and visual impacts of transmission structures and utility equipment;
7. Stormwater management and impervious-surface impacts;
8. Wetlands, woodlands, floodplains, watercourses, and other natural resources;
9. Emergency access, fire protection, and public-safety considerations;
10. Construction traffic and impacts upon public roads;
11. Coordination between major electric infrastructure and the development generating the electrical demand;
12. Expansion of existing utility sites;
13. Site-plan and special-land-use review procedures;
14. Standards distinguishing routine utility work from major infrastructure development;

15. Coordination with the Michigan Public Service Commission and other governmental agencies having jurisdiction; and
16. Such other matters as the Planning Commission and Township Board determine relevant to protecting the public health, safety, and welfare.

The Planning Commission shall make recommendations to the Township Board concerning any appropriate amendments to the Township Zoning Ordinance, Master Plan, engineering standards, or other Township regulations.

Section 7. Limited Administrative Exception

Upon written documentation from an Electric Utility establishing that specific work otherwise subject to this moratorium is immediately necessary to remedy an existing condition presenting a substantial threat to public safety or the continuity of electrical service to existing Township customers, the Township Board may authorize the minimum work reasonably necessary to address that condition.

An exception under this Section shall not authorize additional infrastructure principally intended to provide new capacity for a proposed development or new high-demand customer unless the Township is legally required to permit such work.

Section 8. Duration

This Resolution establishing the moratorium herein shall remain in effect for one hundred eighty (180) days following its effective date, unless terminated earlier by action of the Township Board.

The Township Board may terminate the moratorium before its expiration upon determining that appropriate permanent regulations have been adopted or that the moratorium is no longer necessary.

Any extension of this moratorium shall require separate action of the Township Board supported by findings demonstrating the continued need for a temporary moratorium and shall be limited to the shortest period reasonably necessary to complete the Township's review and adoption process.

Section 9. Severability

If any section, subsection, sentence, clause, phrase, definition, or portion of this Resolution is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect the validity or enforceability of the remaining portions of this Resolution.

Section 10. Conflicting Provisions

For the limited duration of this moratorium, any provision of the Township Code or Zoning Ordinance that would otherwise require the Township to approve a Major Electric Utility Facility inconsistent with this Resolution shall be temporarily superseded to the maximum extent permitted by law.

Nothing in this Section shall supersede state or federal law.

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti Resolution 2026-21 is hereby adopted.

Motion to Amend the 2026 Budget (#12)

Move to increase the Fire Fund budget by $101,355.93 to $7,485,662 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads General (BSRII) Fund budget by $36,056.17 to $3,274,860 and approve the department line item changes as outlined.

CHARTER TOWNSHIP OF YPSILANTI
2026 BUDGET AMENDMENT # 12

August 18, 2026

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

					Budget Before Amendment	Budget After Amendment
206 - FIRE FUND			**Total Increase**	**$101,355.93**	**$ 7,384,306**	**$ 7,485,662**

Request to increase the budget for fire department staffing. There are two vacancies with retirements anticipated before the end of the year . The fire chief is recommending hiring three firefighters at this time.

Revenues:	**Prior Year Fund Balance**	**206-000-699.999**		**$101,355.93**
			Net Revenues	**$101,355.93**
Expenditures:	**Salary-Permanent Wages**	**206-336-706.000**		**$61,624.16**
	Firefighter Clothing Allowance	**206-336-708.200**		**$800.00**
	Firefighter Food Allowance	**206-336-708.206**		**$1,300.00**
	Salary-Contractual Overtime	**206-336-709.002**		**$5,232.24**
	Salaries Holiday Pay	**206-336-717.000**		**$4,427.28**
	FICA/Medicare	**206-336-715.000**		**$5,613.85**
	Health Insurance	**206-336-719.000**		**$13,072.46**
	Health Care Deduction	**206-336-719.020**		**$2,975.00**
	Admin Fee-Health Deductible	**206-336-719.021**		**$96.00**
	Dental Benefits	**206-336-719..015**		**$442.46**
	Vision Benefits	**206-336-719.016**		**$102.78**
	Life Insurance	**206-336-719.023**		**$339.70**
	Retirement Health Savings	**206-336-718.001**		**$5,330.00**
			Net Expenditures	**$101,355.93**

213 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)			**Total Increase**	**$36,056.17**	**$ 3,238,804**	**$ 3,274,860**

Request to increase the budget for the Dock Replacement Project at Loonfeather Point Park for OHM Advisors for design, engineering, and bidding services. This will be funded by an appropriation of prior year fund balance.

Revenues:	**Prior Year Fund Balance**	**213-000-699.999**		**$24,000.00**
			Net Revenues	**$24,000.00**
Expenditures:	**Loonfeather Park**	**213-901-975.587**		**$24,000.00**
			Net Expenditures	**$24,000.00**

Request to increase the budget to cover the costs for construction and engineering for Clubview Park Pavilion Replacement Project. This will be funded by an appropriation of prior year fund balance.

Revenues:	**Prior Year Fund Balance**	**213-000-699.999**		**$12,056.17**
			Net Revenues	**$12,056.17**
Expenditures:	**Capital/Clubview Park Improvements**	**213-901-974.026**		**$12,056.17**
			Net Expenditures	**$12,056.17**

AUTHORIZATIONS AND BIDS

Township Supervisor
Brenda L. Stumbo
Township Clerk
Debbie Swanson
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— RESIDENTIAL SERVICES DEPARTMENT —

Trustees
Karen Lovejoy Roe
John Newman II
Gloria Peterson
LaResha Thornton

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

CC: Mylsa Harris, Purchasing Clerk

Date: August 12, 2026

RE: **Request authorization to accept the bid for $102,856.17 from KAB Enterprises for the Clubview Park pavilion replacement which budgeted in GL# 213-901-974.026, contingent on a budget amendment.**

The Residential Services Department is requesting authorization to accept the bid for $102,856.17 from KAB Enterprises for the Clubview Park pavilion replacement which budgeted in GL# 213-901-974.026, contingent on a budget amendment. This project was budgeted in 2026. Due to final costs, a budget amendment of $12,056.17 is needed.

At the July 21, 2026 Board of Trustees meeting, the board approved the request for proposal created by Fishbeck to be posted on MITN. On August 11, 2026, the bids were opened at the Civic Center. The bid from KAB was the only bid received.

KAB Enterprises is being requested for approval due to being the sole bidder and their quality of work performed in the Township prior. KAB Enterprises has been approved by the board for playground replacements at both Appleridge and West Willow Park.

If KAB is approved, the project will remain on a timeline of completion by Fall 2026.

John Hines
Municipal Services Director
jhines@ypsitownship.org

KAB

8/5/2026

Ypsilanti Charter Twp – Clubview Pavilion

To Whom it May Concern,

20'x44' Picnic Pavilion Metal	1	LS	$ 71,788.70	$	71,788.70
Concrete 4" With Stone	1643	SF	$ 17.29	$	28,407.47
Restoration	1		$ 2,660.00	$	2,660.00

Grand Total: **$102,856.17**

As a Woman Owned Wayne County based small family business, we pride ourselves with bettering the local community. We prioritize any project opportunities within the local area because we ourselves are community members.

You have our commitment to this project that we will dedicate all the necessary experience and resources to bettering our local community.

If you have any questions, please call me at (734) 719-2642 or email us at jonathan@kabparks.com

Thankyou for the opportunity to bid this project,

Kimberley Balogh

Kimberley Balogh
President

PRELIMINARY DRAWING – NOT FOR CONSTRUCTION

THIS PRINT IS THE PROPERTY OF RCP SHELTERS AND IS NOT TO BE USED, COPIED, OR REPRODUCED WITHOUT THEIR EXPRESSED WRITTEN PERMISSION.

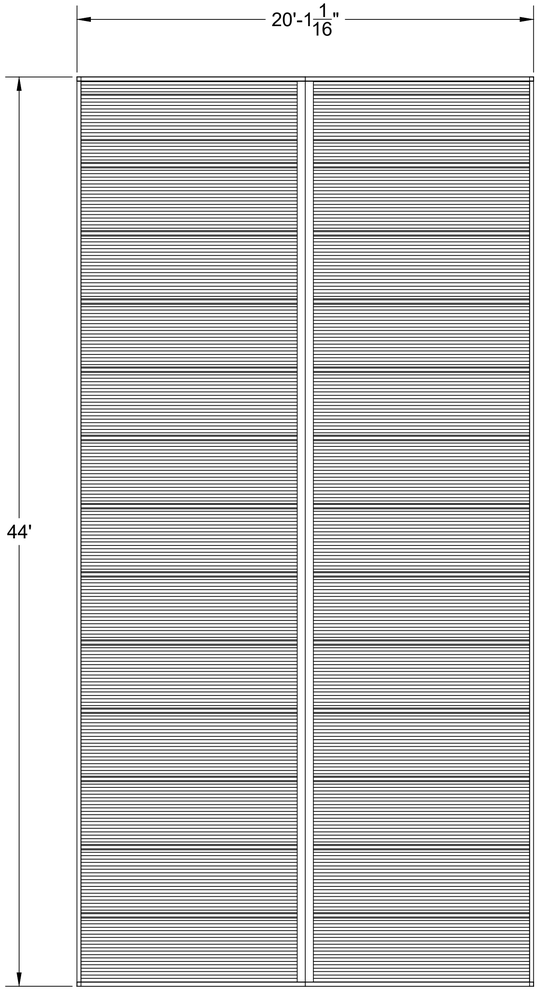
TS-G2044-04

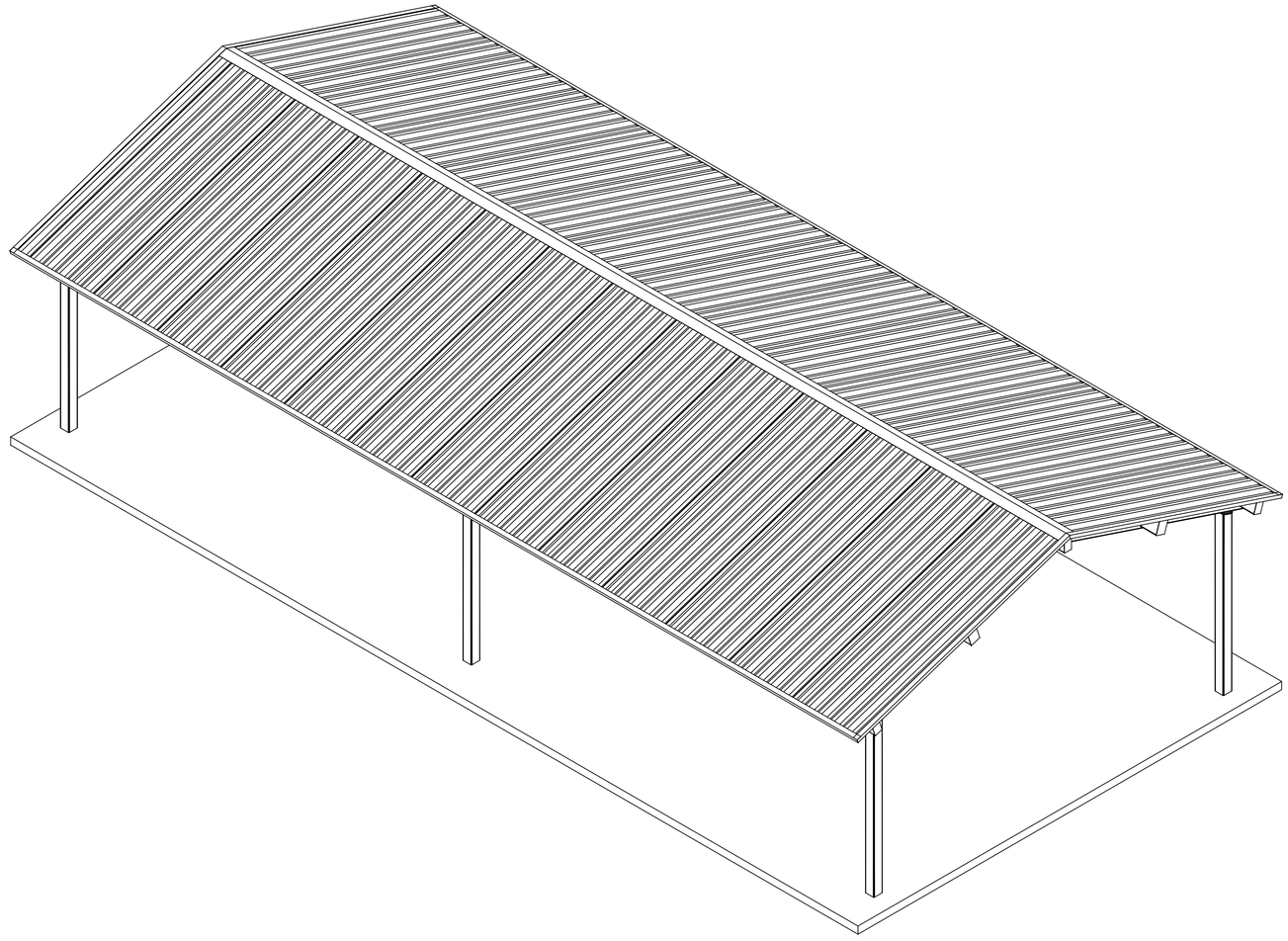
NUMBER OF PURLINS MAY VARY DEPENDING UPON DESIGN LOADS.
SIZES AND SPACING OF PURLINS TO BE DETERMINED DURING FINAL DESIGN.

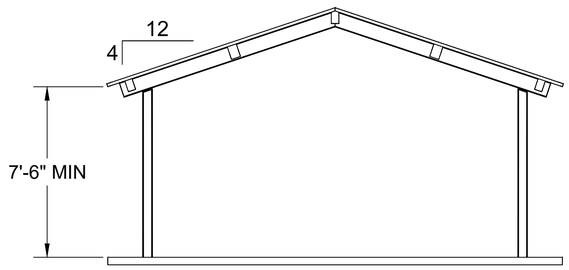
RCP SHELTERS, INC.
2100 SE RAYS WAY STUART, FL 34994 PO BOX 25 STUART, FL 34995-0025
■SHELTERS ■PAVILIONS ■CONCESSIONS ■KIOSKS ■FABRIC SHADE
■RESTROOMS ■BANDSHELLS ■MINI-SHELTERS ■DUGOUTS ■FABRIC SAIL
Phone 800-525-0207 Fax 772-288-0207
www.rcpshelters.com Email info@rcpshelters.com

PROJ. NO.:	
DRAWN:	
CHK'D:	
REV 1:	
REV 2:	
REV 3:	
REV 4:	
REV 5:	
CAD NO.:	
EEC JOB NO.:	
SHEET NO.:	4 OF 4

PRELIMINARY DRAWING – NOT FOR CONSTRUCTION







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TS-G2044-04

NUMBER OF PURLINS MAY VARY DEPENDING UPON DESIGN LOADS.
SIZES AND SPACING OF PURLINS TO BE DETERMINED DURING FINAL DESIGN.

RCP SHELTERS, INC.
2100 SE RAYS WAY STUART, FL 34994 PO BOX 25 STUART, FL 34995-0025
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Phone 800-525-0207 Fax 772-288-0207
www.rcpshelters.com Email info@rcpshelters.com

PROJ. NO.:	
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REV 1:	
REV 2:	
REV 3:	
REV 4:	
REV 5:	
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EEC JOB NO.:	
SHEET NO.:	1 OF 4

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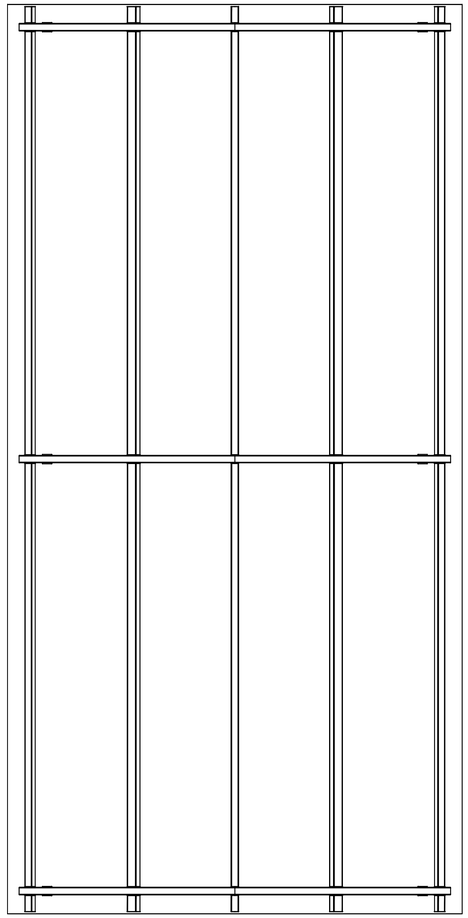

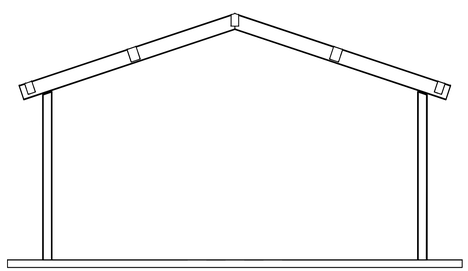

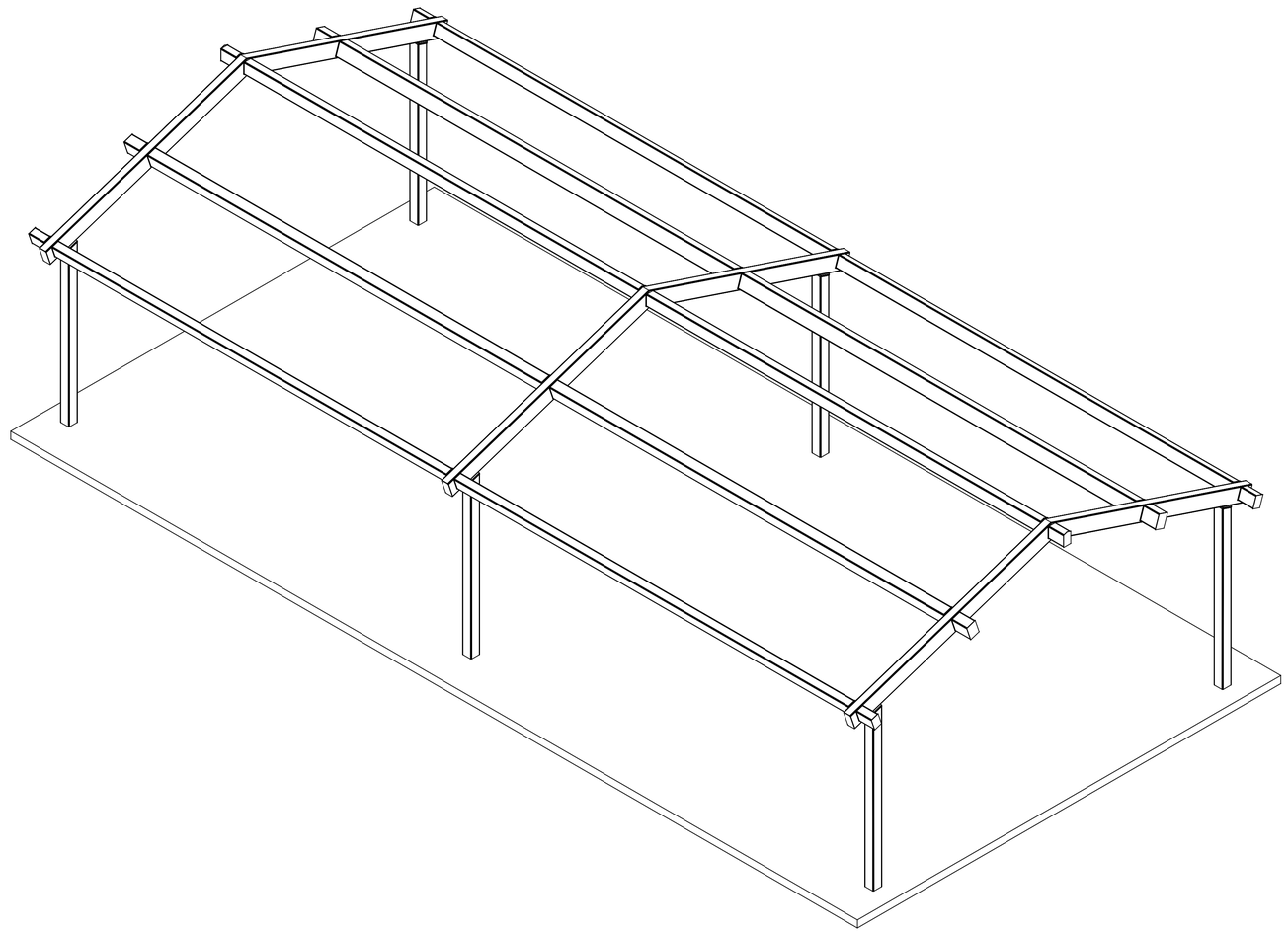

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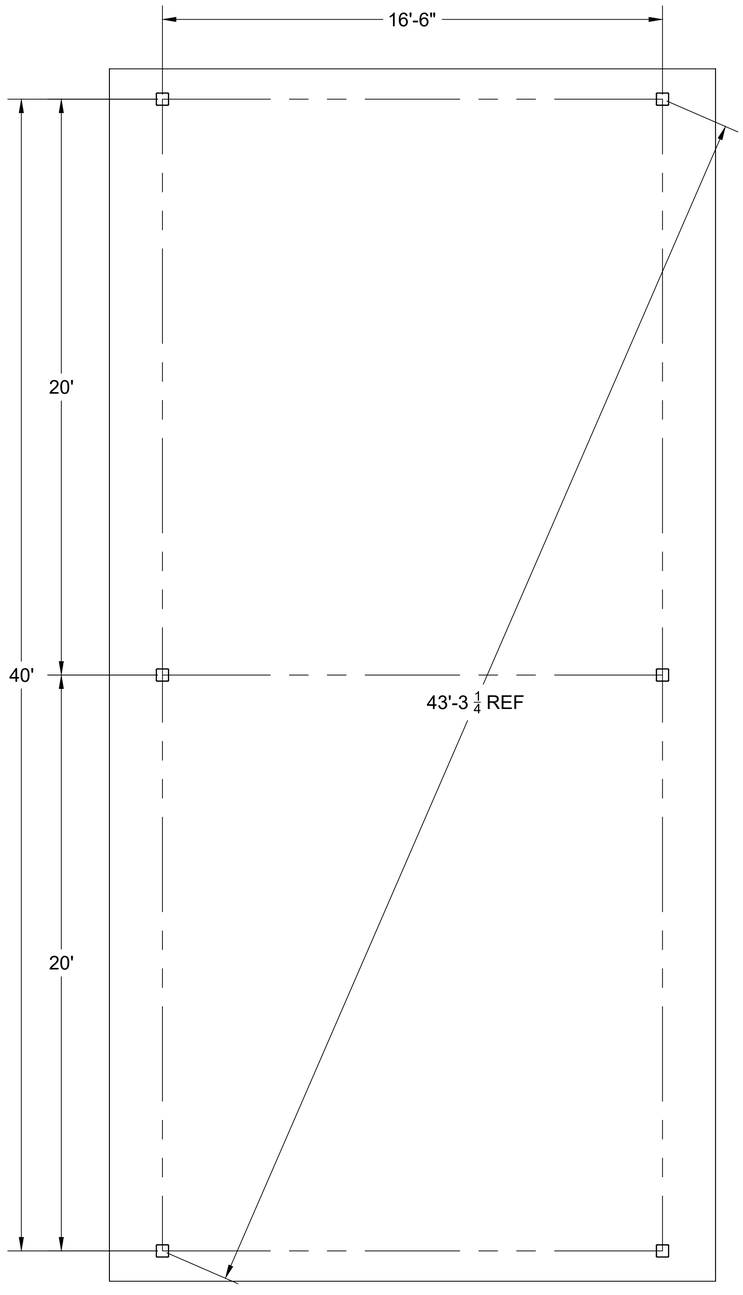

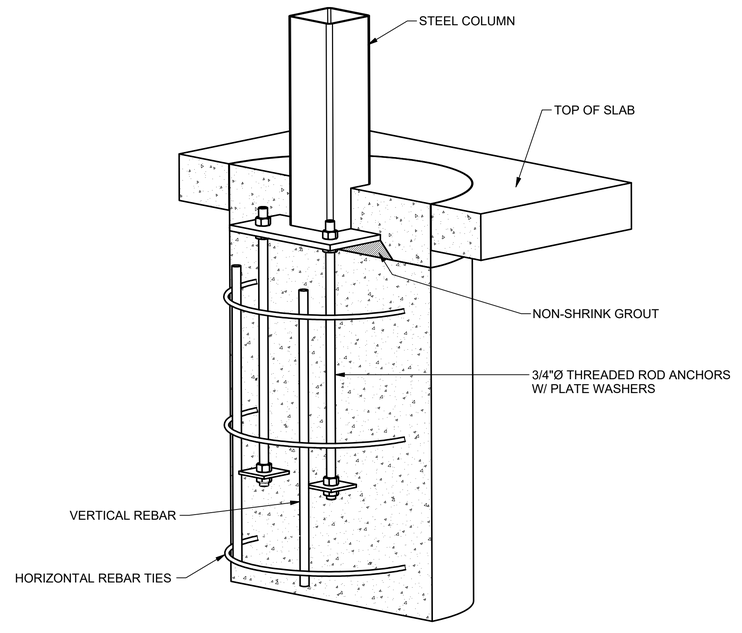

STEEL COLUMN PIER DETAIL

TYPICAL PIER DIAMETER IS BETWEEN 2'-0" AND 3'-0"±
TYPICAL PIER DEPTH IS BETWEEN 3'-6" AND 5'-6"±

ACTUAL DESIGN WILL VARY DUE TO BUILDING CODE REQUIREMENTS AND MAY BE SUBSTANTIALLY LARGER.

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SHEET NO.:
3 OF 4

Metal Roof Colors (24 ga.)

Regal White

Bone White

Surrey Beige

Sandstone

Almond

Buckskin

Ash Gray

Slate Gray

Charcoal

Matte Black

Medium Bronze

Dark Bronze

Patina Green

Evergreen

Mansard Brown

Colonial Red

Roman Blue

Patrician Bronze

Terra Cota

Regal Blue

Brite Red

Hartford Green

Brandywine

*** Colors shown are internet representations and can only approximate the actual color. For more accurate color choices, please request a color chart.*

RCP Shelters, Inc.

Powder Coat

Colors

SKY WHITE II ET16-40731	ANTIQUE WHITE ET-4393	AG OFF WHITE ET-0391	ENCLOSURE BEIGE ET-0396
ANSI 70 GRAY ET-0330	ANSI 61 GRAY ET-0398		
ANSI 49 GRAY ET-0360	CRANE GRAY ET-0397		
TRAFFIC YELLOW ET-3382	SAFETY ORANGE ET-4380	TRACTOR RED ET56-42762	EVERGREEN ET-6392
BOOTH LIGHT BLUE ET-7393	BORDER BLUE ET-7681	BUILDING BROWN ET-8310	BLACK SATIN PLX7229-01

Choose from our 16 standard colors for your powder coated features.

Colors shown are produced as close as modern printing techniques permit and are only approximate representations of the actual colors.

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rcpshelters.com

CPSI

NRPA NATIONAL RECREATION AND PARK ASSOCIATION

National Recreation and Park Association

Let it be known that

JONATHAN BALOGH

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a

Certified Playground Safety Inspector

CHAIRPERSON

NRPA PRESIDENT AND CEO

Certified Playground Safety Inspector

May 28, 2025
DATE CERTIFIED

64496-531
CERTIFICATION NUMBER

May 31, 2028
EXPIRATION DATE

Wayne County
Human Relations Certifications

This certifies that

kab enterprises inc

3318 Fort Street
Lincoln Park, Michigan 48146

Has complied with all the requirements of the Wayne County Business Certification Program. This firm is hereby eligible to participate in Wayne County's procurement process utilizing the Equalization Credits for the following programs and/or has established compliance with Wayne County's Fair Employment Practices Resolution.

(Listed under the Certification Medallion is the date through which your Certification/Registration is valid.)

8/26/2028

8/26/2028

8/26/2028

8/26/2028

M/WBE Registered through: 8/26/2028

Danielle Morris

Danielle Morris, Director

Warren C. Evans

Warren C. Evans, County Executive

CHARTER TOWNSHIP OF YPSILANTI

CLUBVIEW PARK

Bid Opening: August 11, 2026 @ 11:00 am, Civic Center 1st Floor Conference Room

Bids Due on August 11, 2026 @ 11:00 am

COMPANY NAME	DELIVERY METHOD	BID AMOUNT	INSURANCE	IRAN AFFIDAVIT
KAB	IP	$102, 856.17	YES	YES

Key: Mail-M, In person IP, BidNet-B

CHARTER TOWNSHIP OF YPSILANTI FIRE DEPARTMENT

222 South Ford Boulevard Ypsilanti, MI 48198
Phone 734-544-4225 Fax 734-544-4195

Steven Densmore
Fire Chief

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Steven Densmore, Fire Chief

CC: Myla Harris, Purchasing Clerk

Date: August 5, 2026

SUBJECT: SEEK SEALED BIDS FOR ONE (1) NEW 2026 POLARIS RANGER XP 1000 NORTHSTAR EDITION PREMIUM TO SUPPORT THE FIRE DEPARTMENT OPERATIONS AND EMERGENCY RESPONSE NEEDS, BUDGETED IN LINE #206-901-979.000.

The Ypsilanti Township Fire Department is requesting authorization to solicit sealed bids for the purchase of one (1) new 2026 Polaris Ranger XP 1000 NorthStar Edition Premium in Stealth Gray, or approved equivalent, outfitted for emergency-response use.

The proposed vehicle would provide the Fire Department with improved access to areas that may be difficult or impossible to reach with conventional fire apparatus. Its intended use includes emergency response, rescue support, special events, park and trail access, off-road incidents, and other situations where a smaller, highly maneuverable four-wheel-drive vehicle would be beneficial.

The vehicle would be equipped with an enclosed, climate-controlled cab for year-round operation and would include the necessary emergency-response accessories and firefighting equipment. The proposed configuration includes a skid-mounted firefighting unit, pump system, emergency lighting, upgraded suspension components, protective accessories, and other equipment necessary to support safe and effective Fire Department operations.

The solicitation will require bidders to provide a complete, operational vehicle, including all equipment, installation, freight, delivery, applicable warranties, and related costs. Bidders will also be required to identify the proposed delivery schedule and demonstrate compliance with the Township's specifications.

Following completion of the competitive bidding process through MITN/Bidnet, the bids will be evaluated based on responsiveness, responsibility, compliance with the specifications, delivery availability, warranty coverage, and price. A recommendation for award will be presented to the Board for consideration.

Steven W. Densmore BA, PEM, FPE, FI-II, AEMT
Fire Chief, Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

FIRE DEPARTMENT

2026 POLARIS RANGER SPECIFICATION SHEET

Polaris Ranger XP 1000 NorthStar Edition Premium - Stealth Gray, or Approved Equal

Quantity: One (1) new, current-model-year unit

Purpose: Emergency response, rescue operations, and off-road access

BASE VEHICLE REQUIREMENTS	
Model	2026 Polaris Ranger XP 1000 NorthStar Edition Premium, Stealth Gray, or approved equal
Engine	999 cc, liquid-cooled, 4-stroke twin-cylinder engine; approximately 82 HP or equivalent
Drivetrain	Selectable 2WD/4WD with automatic all-wheel-drive capability and turf mode or equivalent
Cab	Factory-installed fully enclosed cab with heat and air conditioning
Steering	Electronic power steering
Doors/Windows	Full doors with power windows and power locks
Seating	Minimum three-person seating with seat belts
Cargo Box	Minimum 1,000-lb payload capacity; lift-assist or powered lift cargo box preferred
Towing	Minimum 2,500-lb towing capacity with receiver hitch
Ground Clearance	Minimum 14 inches
Electrical System	High-output charging system adequate for emergency lighting and installed accessories
Color	Stealth Gray or approved equivalent
REQUIRED FIRE/RESCUE EQUIPMENT	
Skid Unit	Kimtek FDH-203 skid unit or approved equal, fully installed
Pump	Electric-start pump upgrade compatible with skid unit
Suspension	Heavy-duty suspension components and shock relocation kit as required for installed payload
Battery	Lithium battery sized for vehicle and emergency-equipment load
Emergency Lighting	Complete emergency warning-light package, professionally installed and operational
Mirrors	Interior rearview mirror and exterior side mirrors
Protection	Front brush guard, rear protection as applicable, and rock sliders
Signal Package	Turn-signal and hazard-light kit
INSTALLATION / DELIVERY	
Installation	All equipment and accessories shall be furnished, mounted, wired, tested, and fully operational at delivery
Delivery	FOB delivered to the Charter Township of Ypsilanti Fire Department; all freight, setup, and fees included
Training	Vendor shall provide operational orientation/training upon delivery
Warranty	State complete vehicle, accessory, skid-unit, and workmanship warranties
Documentation	Provide owner manuals, warranty documents, wiring information, and final equipment list
Bidder Response	Bidder shall identify any exceptions, substitutions, model-year changes, and estimated delivery date

Approved Equal: Any proposed equal shall meet or exceed every minimum requirement and shall be clearly identified with supporting manufacturer literature. The Township reserves the right to determine whether a proposed substitute is equal.

Note: Final emergency-lighting layout, skid-unit configuration, mounting details, and radio/communications requirements shall be confirmed by the Fire Department before award or installation.

OTHER BUSINESS

PUBLIC COMMENTS

- **Three Minutes Per Person**
- **All Comments must be addressed to the Chair**
- **Public Comments are also welcomed as the board addresses each item**

BOARD MEMBER COMMENTS

ADJOURNMENT