



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Tuesday, June 16, 2026 @ 6:30 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197**
[Launch Meeting - Zoom](#)

I. CALL TO ORDER

II. ROLL CALL

III. A MOMENT TO CENTER AND FOCUS

IV. AGENDA APPROVAL

V. CLOSED SESSION

- A. Resolution No. 2026-137 Entering into a Closed Session, pursuant to MCL 15.268 (c), for strategy and negotiation sessions connected with the negotiation of the Technical, Professional, and Officeworkers Association of Michigan collective bargaining agreement.
- B. Resolution No. 2026-138 Leaving the Closed Session and returning to the Open Session of this meeting.

VI. PUBLIC COMMENT - 60 MINUTES TOTAL (3 MINUTES/EACH SPEAKER)

VII. PRESENTATIONS

- A. City Communications 2025 Review
- B. The Lowell/Huron Two Way Feasibility study recommendations

VIII. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. Resolution No. 2026-139 Approving the minutes of the regular meeting of June 2, 2026 of the Ypsilanti City Council.
- B. Resolution No. 2026-140 Appointing Resident Peter Church to the Ypsilanti Police Advisory Commission, with a term ending July 1, 2029.
- C. Resolution No. 2026-141 Appointing 2 Residents to the Ypsilanti Community Utilities Authority Board.
- D. Resolution No. 2026-142 Authorizing the Removal of the Encampment at Kramer Street and Bell Street.

- E. ~~Resolution No. 2026-143 Supporting the Washtenaw Community College (WCC) proposed replacement operating millage on the August 4, 2026 ballot. **Removed and Postponed Until July 21, 2026**~~
- F. Resolution No. 2026-144 Approving the new collective bargaining agreement between the City of Ypsilanti and the TPOAM, for the term commencing on July 1, 2026, and terminating on June 30, 2030, as presented and authorizing the Mayor, City Manager, and City Clerk to execute the agreement on behalf of the city after approval by the City Attorney as to form.
- G. Resolution No. 2026-145 Approving the sale of specified City-owned parcels to the Ann Arbor Area Transportation Authority (AAATA), for the construction of a new east side transit center in the Ypsilanti Downtown district.
- H. Resolution No. 2026-146 Authorizing to renew the Service Agreement with CivicPlus in the total amount of \$42,867.64 for online municipal services, including Website, Codification, NextRequest, SeeClickFix, and Agenda Meeting Management.

IX. BOARD AND COMMISSION - LIAISON REPORTS

- A. Police Advisory Commission
- B. Human Relations Commission
- C. Parks and Arts Commission
- D. Sustainability Commission
- E. Historic District Commission
- F. Planning Commission
- G. Zoning Board of Appeals

X. LIAISON REPORTS

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Urban County
- D. Ypsilanti Downtown Development Authority
- E. Friends of Rutherford Pool

XI. COUNCIL PROPOSED BUSINESS

XII. COMMUNICATIONS FROM THE MAYOR

XIII. COMMUNICATIONS FROM THE CITY MANAGER

XIV. COMMUNICATIONS

XV. PUBLIC COMMENT - CONTINUED (3 MINUTES/EACH SPEAKER)

XVI. ADJOURNMENT

- A. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



Resolution No. 2026-137
June 16, 2026

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That this Council enter into a Closed Session, pursuant to MCL 15.268 (c), for strategy and negotiation sessions connected with the negotiation of the Technical, Professional, and Officeworkers Association of Michigan collective bargaining agreement.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2026-138
June 16, 2026

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That this Council leave the Closed Session, and return to the Open Session of this meeting.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

City of Ypsilanti Communications 2025 In Review



Helpful Social Media Terms

- Followers – People who subscribe to an account to receive updates
- Page Visits – The number of times an account is visited on a platform
- Reach – Number of people who see the piece of content shared on social media regardless if they follow an account or not



Social Media

- Number of people following the City of Ypsilanti on Facebook grew from 5,500 in June 2025, to 7,535 followers by December 2025
- The city's Instagram grew from 428 followers in June 2025 to 1,024 followers by December 2025
- 56,342 Instagram accounts were reached between May 2025 and December 2025 – in comparison to 5,485 accounts reached between January 2025 and April 2025





A New Vision for Social Media

With a new team managing the city's social media starting in March 2025, the city's social media strategy shifted to a more intentional & relational approach.

- Relationship Building Rather Than Metrics – Content that tells the stories of our city, the experiences of city staff, and the personalities within city departments
- Meeting The Community – Increasing digital access to city resources, delivering desired information, and education about city processes and government



October 2025

- The most successful month for the city's social media
- 1,115 followers gained on Facebook with 6,800 Facebook page visits
- 205,000 Facebook accounts reached
- 127 new followers on Instagram with 568 page visits
- 16,541 Instagram profiles reached





What Happened in October?

October 2025 content included:

- Ribbon Cutting of Dorsey Estates
- YPD Informational Releases
- YPD Breast Cancer Awareness Month
- Comedic City Preservation Planning Video
- Interview of City Crossing Guard Vance Johnson





Top Multimedia Content of 2025

- Ribbon Cutting of Dorsey Estates – audience of 144,000
- YPD Calling For Information to Find A Child – reached 95,200 with the child being found safe
- Launch of RxKids – audience of 63,800 and saw 317 link clicks for application info
- YPD Holiday Toy Giveaway – Reached 40,700 with more than 50 families benefiting
- Cpt. Jeff Schulz as Washtenaw County Firefighter of the Year – Reached 14,000



Top Features on Social Media Per Department

- YFD – Operating at the Firehouse Museum & Cpt. Schulz Firefighter of the Year, both reached 14,000
 - 11 total features on social media
- Mayor and City Council – Opening of Dorsey Estates, reached 144,000
 - 10 total features on social media
- YPD – Holiday Toy Giveaway, reached 40,000
 - 10 total features on social media



Top Social Media Features Per Department cont'd

- DPW – Public Works Winter Storm Recognition, reached 6,149
 - 10 total features on social media
- Clerk's Office – Election Worker Appreciation, reached 6,000
 - 7 total features on social media
- Community Services – Dorsey Estates Ribbon Cutting, reached 144,000
 - 10 total features on social media



Top Social Media Features Per Department cont'd

- City Manager – National Boss Day Video, reached 4,500
 - 1 feature on social media
- Finance – Evelyn Ong's Path to Citizenship, reached 3,000
 - 1 feature on social media
- Human Resources – HR Professionals Day, reached 3,000
 - 1 feature on social media





roam watching



developments or policies



requiring fully shielded, downward

EXTRA!! EXTRA!! CITY OF YPSILANTI

BUYS ~38 ACRES OF LAND



APRIL 1, 2005

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From

“WOW
WHAT A
GREAT
IDEA!”

CITY OF YPSILANTI

The Debut of Smeet

The Smeet Frog began being utilized as a mascot figure for the city. The communications team now makes it a point to utilize the Smeet Frog for promotional campaigns and making information fun and enjoyable for the community. The addition of Smeet Frog has been positively received by both city staff and residents.

In 2025, Smeet spoke to the community about:

- The History of Water Street
- Dark Sky Ordinance
- City Council Meetings
- Civic Sips
- EMU Football



Newsletter Revival

- Official city-wide newsletter brought back in September 2025 after months of inactivity amidst staffing changes
- Regularly sent out the first Friday of each month, content has shifted to inform residents on projects happening across the city, telling the stories of city staff, and amplifying important announcements from local partner organizations and governmental agencies



Newsletter Revival – Area of Growth

- City of Ypsilanti News delivers to 1,000 emails
 - Regularly opened by 250-300 emails
- This trend has been identified by staff as a major area of needed improvement for city communications
 - Many emails registered for city messaging are outdated, resulting in bounced emails, inactive accounts, and failed delivery attempts to full inboxes
- Staff are working on solutions to increase subscribers along with potential alternate newsletter platforms or mediums





STEVENS
DISPOSAL & RECYCLING SERVICE
"A LOCAL COMPANY"

800-779-0344

***NEW BINS!
NOW WHAT?***

Trash Services Campaign

Preparing the community for a new system for trash collection was the most involved campaign the communications team executed in 2025.

Means of informing the community included

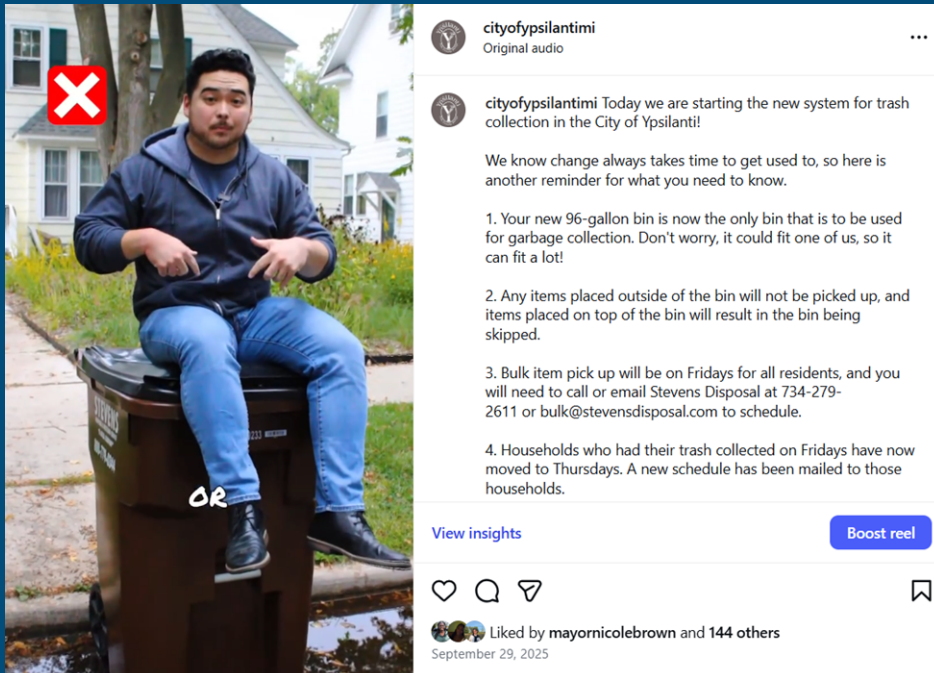
- Letters sent to all city addresses
- Public Notices
- Social media posts
- Local news outlets



Trash Services Campaign - Results

The City's website saw a 28% increase in web traffic in September 2025 compared to August 2025 – 28,158 sessions in total

- Residents were directed to the city's website for additional resources and information, along with access to updated schedules
- Trash Service page was the most visited page during this period (excluding homepage)





The new trash bins from Stevens Disposal are in use at many Ypsilanti residences in the Historic District. Photo by Lily Kujawski / The Eastern Echo

City of Ypsilanti distributes uniform trash bins for residents

By Lily Kujawski

Sep 15, 2025 10:15 am - Updated Sep 29, 2025 10:42 pm



NEW AUTOMATED TRASH COLLECTION SYSTEM AIMS TO PREVENT WORKER INJURIES

Distribution of new, uniform trash bins is now underway for residents in the City of Ypsilanti. The change comes as the city's garbage collection service, contracted by Stevens Disposal, moves to an automated side loader.

Trash Services Campaign – Results Cont'd

Public Notices and social media posts served as resources among Ypsi's news outlets

- The Eastern Echo interviewed communications staff & Bonnie Wessler to publish a comprehensive overview of the changes, insight into the logistical reasoning of the new system, and pointed residents to where they can find more information



Ypsilanti In The Media

- 167 mentions of City of Ypsilanti departments and government in reputable news publications
- Starting in April 2026 and continuing through the end of 2025, the city saw a notable increase in news coverage where city communications were utilized as resources for journalists
- Media advisories and press releases made information proactively available for journalists, and invited coverage for notable events



Ypsilanti In The Media – Notable Moments

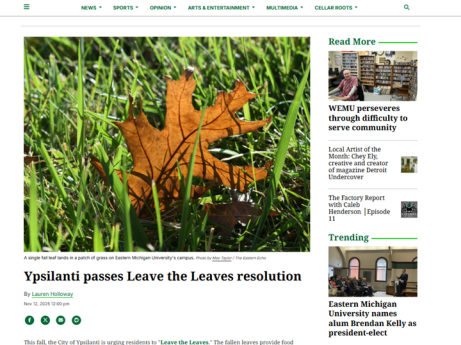
- Launch of RxKids – Covered by eight news organizations in November alone, with more following in later months
- Dorsey Estates – Extensive local coverage, including WDIV Channel 4, and WXYZ Channel 7 news
- YFD operating at the Firehouse Museum – High quality feature articles, and result of collaboration with local partners
- Youth Mini Grants, Leave the Leaves Campaign, and start of snow and ice enforcement – Examples of social media posts, and Public Notices serving as resources for newsrooms



WASHTENAW COUNTY YPSILANTI
FROM BROWNFIELD TO NEW HOMES
YPSILANTI TRANSFORMS CONTAMINATED SITE INTO 46 UNITS



LOCAL 4 NEWS
ARNETTA WILSON
The Eastern Echo



Goals for 2026 – Social Media

- Increase followers on Instagram to 3,000, and followers on Facebook to 10,650 by the end of the year
- Our strategy to achieve this is to increase use of collaborations with partnering organizations, increase short-form video content, and feature useful information and resources for residents



Goals for 2026 – News Flash

- Grow the subscriber count of City of Ypsilanti News to 2,000 by the end of 2026 through social media promotion, and actively directing residents to subscribe in the mailers, tax bills, posters, and social media posts



Goals for 2026 – General Communications

- Develop critical incident communication plans with YPD, YFD, and DPW
- Ensure utilization of storytelling throughout City of Ypsilanti staff when relevant and sharing staff success and milestones. Ensure we share at least four high quality stories of staff in 2026
- Implement the Smeet Frog into city branding, and make Smeet chief storyteller in city communications by telling six stories using Smeet images or videos





REQUEST FOR LEGISLATION
June 16, 2026

For: Mayor and City Council

From: Tracey Boudreau, City Clerk

Subject: Resolution No. 2026-139 Approving the minutes of the regular meeting of June 2, 2026 of the Ypsilanti City Council.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Resolution No 2026-139 Minutes
2. City Council Meeting Minutes - June 2, 2026

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 16, 2026

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2026-139
June 16, 2026

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of the regular meeting of June 2, 2026 of the Ypsilanti City Council be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



**MINUTES
REGULAR COUNCIL MEETING
7:00 PM - Tuesday, June 2, 2026
Council Chambers
One South Huron, Ypsilanti, MI 48197**

I. CALL TO ORDER

Mayor Brown called the meeting to order at 7:02p.m.

II. ROLL CALL

PRESENT at roll call were Mayor Brown, Mayor Pro Tem Wilcoxon, Council Member McLean, Council Member King, Council Member Simmons and Council Member Tooson. ABSENT : Council Member Fellows

Mayor Pro Tem Wilcoxon offered, supported by Council Member King, to excuse Council Members Fellows. The motion passed upon a voice vote.

III. A MOMENT TO CENTER AND FOCUS

IV. AGENDA APPROVAL

Council Member Tooson moved to Approve the AGENDA as presented. Council Member King seconded the motion. Council Member Simmons offered, seconded by Council Member King, to move up Item F, Discussion regarding the arrest at the downtown library plaza, to right after Resolution No. 2026-125. Council Member McLean offered, seconded by Mayor Pro Tem Wilcoxon, to move Resolution No. 2026-135 to the Consent Agenda.

Council Member Tooson moved to Approve the AGENDA as amended. Council Member King seconded the motion.

Yes: (6) Michelle King, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (1) Amber Fellows

Council Member Fellows entered the Council Chambers at 7:04p.m.

V. PUBLIC COMMENT - 60 MINUTES TOTAL (3 MINUTES/EACH SPEAKER)

17 Members of the public spoke.

VI. CONSENT AGENDA

A. Resolution No. 2026-128 Approving all items on the Consent Agenda.

Mayor Pro Tem Wilcoxon left the Council Chambers at 7:47p.m. and returned at 7:50p.m.
Council Member Simmons left the Chambers at 8:07p.m.

Council Member Tooson moved to Approve Resolution No. 2026-128 Approving all items on the Consent Agenda. Council Member King seconded the motion.

Yes: (6) Michelle King, Roland Tooson, Steve Wilcoxon, Nicole Brown, Patrick McLean, Amber Fellows

No: 0 None

Absent: (1) Desirae Simmons

Council Member Simmons returned to Chambers at 8:10p.m.

B. Resolution No. 2026-129 Approving the minutes of the regular meeting of May 19, 2026, and the Special Meeting of May 20, 2026 of the Ypsilanti City Council be approved.

Approved under the Consent Agenda, Resolution No. 2026-128.

C. Resolution No. 2026-130 Reappointing Resident, Matt Dunwoodie to the Zoning Board of Appeals, with a term ending May 1, 2029.

Approved under the Consent Agenda, Resolution No. 2026-128.

- D. **Resolution No. 2026-131 Designating the following financial institutions as approved depositories for City funds: Bank of Ann Arbor, Key Bank, Huntington Bank, Fifth Third Bank, Michigan CLASS, MILAF+ and Lake Michigan Credit Union.**
Approved under the Consent Agenda, Resolution No. 2026-128.
- E. **Resolution No. 2026-132 Authorizing the City Treasurer to levy and assess on the July 2026 tax roll the attached listing of unpaid bills totaling \$511,704.55.**
Approved under the Consent Agenda, Resolution No. 2026-128.
- F. **Resolution No. 2026-135 Approving the request of 734 Brewing Company, Inc., located at 15 E Cross Street, for a Social District License.**
Approved under the Consent Agenda, Resolution No. 2026-128.

VII. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. **Resolution No. 2026-133 Approving the proposed Ordinance No. 1465, entitled "Harm Reduction Zoning Text Amendment" upon second and final Reading.**
Council Member Fellows moved to Approve Resolution No. 2026-133. Mayor Pro-Tem Wilcoxon seconded the motion.

Council Member Simmons moved to Amend Resolution No. 2026-133 Approving Ordinance No. 1465, by permitting this use in the Neighborhood Zones. Council Member King seconded the motion. The amendment failed upon a roll call vote as follows:

Yes: (2) Desirae Simmons, Amber Fellows
 No: 5 Michelle King, Roland Tooson, Steve Wilcoxon, Nicole Brown, Patrick McLean
 Absent: (0)

Council Member Fellows moved to Approve Resolution No. 2026-133 Approving Ordinance No. 1465, entitled "Harm Reduction Zoning Text Amendment" upon second and final Reading, as amended. Mayor Pro-Tem Wilcoxon seconded the motion.

Yes: (6) Michelle King, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Amber Fellows
 No: 1 Patrick McLean
 Absent: (0)

Mayor Pro Tem Wilcoxon left the Chambers at 8:51p.m. and returned at 8:53p.m.

- B. **TABLED Resolution No. 2026-125 Approving Ordinance No. 1464 entitled, "An Ordinance to Amend Budget for 2025-2026 and Adopt Budget for FY 2026-2027 and 2027-2028, upon Second and final Reading.**

Council Member McLean moved to Approve Resolution No. 2026-125. Council Member Simmons seconded the motion.

Council Member Fellows left the Council Chambers at 9:14p.m. and returned at 9:16p.m.

Council Member McLean moved to Amend Resolution No. 2026-125 by adding the supplemental list from City Manager, including all items except the added adjustment for Council pay. Council Member Tooson seconded the motion.

Mayor Pro Tem Wilcoxon offered a friendly amendment to also remove the Fee Waiver line item from the list being approved. Council Members McLean and Tooson accepted the friendly amendment.

Council Member King moved to Call the Question on this amendment to Resolution No. 2026-125.

Yes: (6) Michelle King, Roland Tooson, Desirae Simmons, Nicole Brown, Patrick McLean, Amber Fellows
 No: 1 Steve Wilcoxon
 Absent: (0)

The amended amendment passed upon a roll call vote as follows:

Yes: (6) Michelle King, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean
 No: 1 Amber Fellows
 Absent: (0)

Council Member Simmons moved to Amend Resolution No. 2026-125 by adding a 3% COLA raise for council members. Council Member King seconded the motion. The amendment passed upon a roll call vote as follows:

Yes: (5) Michelle King, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Amber Fellows
No: 2 Roland Tooson, Patrick McLean
Absent: (0)

Council Member McLean moved to Amend Resolution No. 2026-125 by authorizing that, absent any state or federal law to the contrary, this COLA raise may be turned down by any council member by notifying the City Clerk. Council Member Tooson seconded the motion. The amendment passed upon a roll call vote as follows:

Yes: (5) Michelle King, Roland Tooson, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 2 Desirae Simmons, Amber Fellows
Absent: (0)

Council Member McLean moved to Approve Resolution No. 2026-125 Approving Ordinance No. 1464 entitled, "An Ordinance to Amend Budget for 2025-2026 and Adopt Budget for FY 2026-2027 and 2027-2028, upon Second and final Reading as amended. Council Member Simmons seconded the motion.

Yes: (7) Michelle King, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean, Amber Fellows
No: 0 None
Absent: (0)

Mayor Pro Tem Wilcoxon offered, supported by Council Member Tooson, to extend the meeting until 10:30p.m. The motion passed upon a voice vote.

Council Member McLean left the Chambers at 9:52p.m. and returned at 9:54p.m.

C. Discussion regarding the arrest at the downtown library plaza.

D. Resolution No. 2026-134 Appointing Resident Laura Bowler to the Sustainability Commission, with a term ending June 1, 2029.

Council Member Simmons moved to Approve Resolution No. 2026-134 Appointing Non-Resident Laura Bowler to the Sustainability Commission, with a term ending May 1, 2029. Mayor Pro-Tem Wilcoxon seconded the motion.

Yes: (7) Michelle King, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean, Amber Fellows
No: 0 None
Absent: (0)

E. Accepting the FOIA Appeal of Kairos VanDeCar.

Mayor Pro-Tem Wilcoxon moved to Deny the FOIA Appeal of Kairos VanDeCar. Council Member McLean seconded the motion.

Yes: (7) Michelle King, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean, Amber Fellows
No: 0 None
Absent: (0)

The meeting adjourned at 10:30p.m.

VIII. ADJOURNMENT



REQUEST FOR LEGISLATION
June 16, 2026

For: Mayor and City Council

From: Roland Tooson, Council Member, Michelle King, Council Member

Subject: Resolution No. 2026-140 Appointing Resident Peter Church to the Ypsilanti Police Advisory Commission, with a term ending July 1, 2029.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Resolution 2026-140 Appointment Church, Peter
2. Church, Peter YPAC App_Redacted

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 16, 2026

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2026-140
June 16, 2026

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the following Resident be appointed to the Ypsilanti Boards and Commissions as indicated below:

<u>Name</u>	<u>Board</u>	<u>Expiration</u>
Peter Church 1815 Whitmire St. Ypsilanti, MI 48197	YPAC	7/01/2029

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE

Citizen Advisory Boards and Commissions Participation Resume - Submission #8052

Date Submitted: 5/20/2026

The people of Ypsilanti are involved in their city government and are an important part of the community's achievements. Individuals interested in receiving more information in regard to serving on an advisory board or commission are invited to contact the City Clerk at 734-483-1100. Alternatively, citizens who would like to participate can submit their information in the form below.

After submitting your resume application, nomination to a board or a commission under the City Charter is either by the Mayor or by two Council Members and is subject to the approval and confirmation by a majority vote of the City Council.

QUALIFICATIONS

Must be a verifiable resident/business owner in the city for at least two years. Or Council must determine your expertise is essential and not available in an applicant that meets the qualifications above. Must be eligible to vote in the state if not applying for youth membership.

Name*

Peter Church

Email Address*

[REDACTED]

Address (legal residence)*

1815 Witmire St

City*

Ypsilanti

State*

Michigan

Zip Code*

48197

Phone Number*

[Redacted]

Number of Years in the Community*

36

Are you registered to vote in the City of Ypsilanti?*

- Yes
- No

Which Ward do you live or reside in?*

- Ward 1
- Ward 2
- Ward 3
- NA

Education*

Bachelor of Science

Occupation*

Retired

Employer*

None

I would like to be considered and could devote sufficient time to serve on the following board or commission:*

- | | | |
|--|---|--|
| <input type="checkbox"/> Ann Arbor Area Transit Authority | <input type="checkbox"/> Fire Civil Service Commission (party affiliation required) | <input checked="" type="checkbox"/> Police Advisory Commission (YPAC) |
| <input type="checkbox"/> Ann Arbor/Ypsilanti SmartZone (LDFA) | <input type="checkbox"/> Historic District Commission (HDC) | <input type="checkbox"/> Sustainability Commission |
| <input type="checkbox"/> Dangerous Buildings Officer | <input type="checkbox"/> Human Relations Commission (HRC) | <input type="checkbox"/> YCUA |
| <input type="checkbox"/> Economic Development Corporation/Brownfield Redevelopment Authority | <input type="checkbox"/> Huron River Watershed Council | <input type="checkbox"/> Ypsilanti Downtown Development Authority (YDDA) |
| <input type="checkbox"/> Board of Ethics (party affiliation required) | <input type="checkbox"/> Non-motorized Advisory Committee | <input type="checkbox"/> Ypsilanti Housing Commission |
| <input type="checkbox"/> Review and Tax Assessment Board | <input type="checkbox"/> Parks and Arts Commission | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Police and Fire Pension Board | <input type="checkbox"/> Planning Commission | |

Party Affiliation

Democratic

Are you applying for youth membership?*

Boards and Commissions that allow Youth Membership are: Human Relations Commission (HRC), Parks and Arts Commission, Police Advisory Commission (YPAC), Sustainability Commission

- Yes
- No

Why are you interested in serving on these boards/commissions?*

I want everyone to feel safe in our city. I want our laws enforced with fairness and compassion. I want our policing to be driven by data.

Work/volunteer experience related to the board or commission:

I am a longtime resident here. I have almost no interaction with police. I am free from experiential prejudices and biases. I advocate neither for or against law enforcement, but I have a fully developed sense of justice and fairness.

I understand that appointment to a City of Ypsilanti board or commission requires regular attendance at board meetings.*

- Yes

I hereby certify that all of the information above is true.*

- Yes

Electronic Signature Agreement *

- Yes

By checking the "I agree" box above, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

Electronic Signature*

Peter Church



REQUEST FOR LEGISLATION
June 16, 2026

For: Mayor and City Council

From: Amber Fellows, Council Member, Michelle King, Council Member

Subject: Resolution No. 2026-141 Appointing 2 Residents to the Ypsilanti Community Utilities Authority Board.

SUMMARY & BACKGROUND: The City has two seats on the YCUA Board. Jon Ichesco's term ended February 1, 2026, but he stayed on until a replacement could be found. Michael Bodary just recently resigned for health reasons, and his term was expiring on February 1, 2027. There are 3 applicants for two seats - one partial term (expiring 2/1/27) and one full term (expiring 2/1/29). I suggest Council offer and support the resolution to appoint 2 residents; then hold discussion regarding the candidates and amend the resolution to the name the candidate you choose for each term.

RECOMMENDED ACTION:

ATTACHMENTS:

1. Resolution 2026- 141 YCUA Appointment
2. House Juanita YCUA App Redacted
3. McCarthy, Ryan YCUA App_Redacted
4. Wysong, Molly YCUA App_Redacted

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 16, 2026

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



A Resolution to Appoint 2 Residents to the Ypsilanti Community Utilities Authority Board

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

RESOLVED, that Resident, _____ be appointed to the Ypsilanti Community Utilities Authority, for a partial term, with the term ending March 1, 2027; be it further

RESOLVED, that Resident, _____ be appointed to the Ypsilanti Community Utilities Authority for a full term, with the term ending March 1, 2029.

<u>Name</u>	<u>Board</u>	<u>Expiration</u>
Molly Wysong 1211 Whittier Rd. Ypsilanti, MI 48197	YCUA	
Ryan McCarty 113 Perrin Ypsilanti, MI 48197	YCUA	
Juanita House 1064 Monroe Ypsilanti, MI 48197	YCUA	

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE

Print

Board and Commission Application for Reappointment - Submission #8079

Date Submitted: 6/5/2026

First Name*

Juanita

Last Name*

House

Address (legal residence)*

1064 Monroe

City*

Ypsilanti

State*

MI

Zip Code*

48197

Email Address*

[Redacted]

Phone Number*

[Redacted]

Which Ward do you live or reside in?*

- Ward 1
- Ward 2
- Ward 3
- Do not live in the City of Ypsilanti

Are you registered to vote in the City of Ypsilanti?*

- Yes
- No

Board or commission applying to for Reappointment*

YCUA

Number of Terms Served*

2

Did you hold a Position of Leadership?*

No

Are you reapplying to continue as a youth member?*

- Yes
- No

During your time, how did you assist your Board or Commission to achieve its purpose as stated in the enabling legislation?*

Working diligently along side other commissioners to provide thoughtful, fair information and balance representing all community member in Ypsilanti

How will you continue to assist your Board or Commission to achieve its purpose if reappointed?*

Working alongside commissioners to provide thoughtfulness, fair information, balanced participation and consistency and dedication to the commission

Number of absences*

1

If you had over 3 absences in a calendar year please explain? (this information will not be made available to the public)*

No

Electronic Signature Agreement*

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

I agree.

Electronic Signature*

Juanita House

Print

Citizen Advisory Boards and Commissions Participation Resume - Submission #8077

Date Submitted: 6/5/2026

The people of Ypsilanti are involved in their city government and are an important part of the community's achievements. Individuals interested in receiving more information in regard to serving on an advisory board or commission are invited to contact the City Clerk at 734-483-1100. Alternatively, citizens who would like to participate can submit their information in the form below.

After submitting your resume application, nomination to a board or a commission under the City Charter is either by the Mayor or by two Council Members and is subject to the approval and confirmation by a majority vote of the City Council.

QUALIFICATIONS

Must be a verifiable resident/business owner in the city for at least two years. Or Council must determine your expertise is essential and not available in an applicant that meets the qualifications above. Must be eligible to vote in the state if not applying for youth membership.

Name*

Ryan McCarty

Email Address*

[REDACTED]

Address (legal residence)*

113 Perrin

City*

Ypsilanti

State*

MI

Zip Code*

48197

Phone Number*

[Redacted]

Number of Years in the Community*

7

Are you registered to vote in the City of Ypsilanti?*

- Yes
- No

Which Ward do you live or reside in?*

- Ward 1
- Ward 2
- Ward 3
- NA

Education*

PhD University of Michigan

Occupation*

Lecturer

Employer*

University of Michigan

I would like to be considered and could devote sufficient time to serve on the following board or commission:*

- | | | |
|--|---|--|
| <input type="checkbox"/> Ann Arbor Area Transit Authority | <input type="checkbox"/> Fire Civil Service Commission (party affiliation required) | <input type="checkbox"/> Police Advisory Commission (YPAC) |
| <input type="checkbox"/> Ann Arbor/Ypsilanti SmartZone (LDFA) | <input type="checkbox"/> Historic District Commission (HDC) | <input type="checkbox"/> Sustainability Commission |
| <input type="checkbox"/> Dangerous Buildings Officer | <input type="checkbox"/> Human Relations Commission (HRC) | <input checked="" type="checkbox"/> YCUA |
| <input type="checkbox"/> Economic Development Corporation/Brownfield Redevelopment Authority | <input type="checkbox"/> Huron River Watershed Council | <input type="checkbox"/> Ypsilanti Downtown Development Authority (YDDA) |
| <input type="checkbox"/> Board of Ethics (party affiliation required) | <input type="checkbox"/> Non-motorized Advisory Committee | <input type="checkbox"/> Ypsilanti Housing Commission |
| <input type="checkbox"/> Review and Tax Assessment Board | <input type="checkbox"/> Parks and Arts Commission | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Police and Fire Pension Board | <input type="checkbox"/> Planning Commission | |

Party Affiliation

Are you applying for youth membership?*

Boards and Commissions that allow Youth Membership are: Human Relations Commission (HRC), Parks and Arts Commission, Police Advisory Commission (YPAC), Sustainability Commission

Yes

No

Why are you interested in serving on these boards/commissions?*

I am interested in serving on the YCUA board because of a long-standing belief in the importance of public infrastructure, from schools to roads to utilities. These are things we have built together and we need to maintain together. In places like Ypsilanti, water is especially important to safeguard, given what we know about aging infrastructure and the environmental and social costs of inattention. I feel very committed to the larger institutional work of managing these resources effectively and sustainably. But, more personally, I am inspired by the human element of a position like this. My dad has recently taken a position on the water board in Bangor Township, near Bay City, and I've already heard about the problems people can have navigating water bills, changes to meters, and generally understanding how the system works. When I lived near Parkridge, a neighbor mentioned a few times that he felt uncertain about how the bills worked and whether the water was actually clean. We looked at the reports that came in the mail and he found them – for good reason – completely inscrutable. I'm not sure how directly the YCUA board works on such things, but I have a broader interest in public dissemination of science and technical communication and I would love to help think about better clarity and transparency for residents.

Work/volunteer experience related to the board or commission:

My organizational experience is largely in the educational sector. I have been a teacher in many contexts (secondary, community college, undergraduate, graduate, and adult community literacy). From 2012-2014, I worked with several secondary education colleagues to develop and open a new public school, Schuylerville Prep, in the Bronx. More recently, I have worked as a teacher and educational researcher at the University of Michigan's Ann Arbor campus. I have managed several research projects, from large-scale longitudinal studies to smaller case study investigations. I have also navigated small business contexts, helping my wife open Common Source Healing, a very successful community acupuncture clinic and apothecary, located in Downtown Ypsilanti. I have also been involved in local sustainability work, volunteering and running workshops for several years with Growing Hope as part of their teen leadership program. In terms of my public communication work that might be relevant to better transparency and outreach, I was a coordinator for RELATE, a science communication workshop for graduate students at UM Ann Arbor, where I helped teach PhD students public communication and framing. I also taught science communication for PhD students in the Chemistry dept in the Chemistry Sci Comm Fellows Program, which I designed.

I understand that appointment to a City of Ypsilanti board or commission requires regular attendance at board meetings.*

Yes

I hereby certify that all of the information above is true.*

Yes

Electronic Signature Agreement *

Yes

By checking the "I agree" box above, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

Electronic Signature*

Ryan C. McCarty

Citizen Advisory Boards and Commissions Participation Resume - Submission #8075

Date Submitted: 6/3/2026

The people of Ypsilanti are involved in their city government and are an important part of the community's achievements. Individuals interested in receiving more information in regard to serving on an advisory board or commission are invited to contact the City Clerk at 734-483-1100. Alternatively, citizens who would like to participate can submit their information in the form below.

After submitting your resume application, nomination to a board or a commission under the City Charter is either by the Mayor or by two Council Members and is subject to the approval and confirmation by a majority vote of the City Council.

QUALIFICATIONS

Must be a verifiable resident/business owner in the city for at least two years. Or Council must determine your expertise is essential and not available in an applicant that meets the qualifications above. Must be eligible to vote in the state if not applying for youth membership.

Name*

Molly Wysong

Email Address*

[Redacted]

Address (legal residence)*

1211 Whittier Rd

City*

Ypsilanti

State*

MI

Zip Code*

48197

Phone Number*

[Redacted]

Number of Years in the Community*

2

Are you registered to vote in the City of Ypsilanti?*

- Yes
- No

Which Ward do you live or reside in?*

- Ward 1
- Ward 2
- Ward 3
- NA

Education*

Bachelor of Science

Occupation*

Compliance Specialist

Employer*

Thermo Fisher Scientific

I would like to be considered and could devote sufficient time to serve on the following board or commission:*

- | | | |
|--|---|--|
| <input type="checkbox"/> Ann Arbor Area Transit Authority | <input type="checkbox"/> Fire Civil Service Commission (party affiliation required) | <input type="checkbox"/> Police Advisory Commission (YPAC) |
| <input type="checkbox"/> Ann Arbor/Ypsilanti SmartZone (LDFA) | <input type="checkbox"/> Historic District Commission (HDC) | <input type="checkbox"/> Sustainability Commission |
| <input type="checkbox"/> Dangerous Buildings Officer | <input type="checkbox"/> Human Relations Commission (HRC) | <input checked="" type="checkbox"/> YCUA |
| <input type="checkbox"/> Economic Development Corporation/Brownfield Redevelopment Authority | <input type="checkbox"/> Huron River Watershed Council | <input type="checkbox"/> Ypsilanti Downtown Development Authority (YDDA) |
| <input type="checkbox"/> Board of Ethics (party affiliation required) | <input type="checkbox"/> Non-motorized Advisory Committee | <input type="checkbox"/> Ypsilanti Housing Commission |
| <input type="checkbox"/> Review and Tax Assessment Board | <input type="checkbox"/> Parks and Arts Commission | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Police and Fire Pension Board | <input type="checkbox"/> Planning Commission | |

Party Affiliation

Are you applying for youth membership?*

Boards and Commissions that allow Youth Membership are: Human Relations Commission (HRC), Parks and Arts Commission, Police Advisory Commission (YPAC), Sustainability Commission

- Yes
- No

Why are you interested in serving on these boards/commissions?*

I am interested in serving on the YCUA board for a few reasons. First, I am a citizen of Ypsilanti city and I enjoy the benefits of a safe, clean water supply. I believe in being an good citizen and this opportunity to become more involved would allow me to continue my efforts to make Ypsilanti a fantastic place to live for all residents and community members. Ensuring affordable access to clean water (among other things) is something I feel strongly about and would work to protect, from the water flowing down the Huron River to the water coming out of the faucet.

Work/volunteer experience related to the board or commission:

Although I do not have experience specifically related to municipal utilities, I work in legal compliance. This work involves reading complicated legal texts, and using my expert knowledge to then write persuasive documents, which have successfully convinced a few different governmental agencies of my point of view. I have also served on a few committes in my professional life, involving specific social and regulatory initiatives the company was undertaking at the time. In addition, I am a caring and supportive neighbor, helping to host a number of volunteer events and community discussions in the neighborhood.

I understand that appointment to a City of Ypsilanti board or commission requires regular attendance at board meetings.*

- Yes

I hereby certify that all of the information above is true.*

- Yes

Electronic Signature Agreement *

- Yes

By checking the "I agree" box above, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

Electronic Signature*

Molly E Wysong



REQUEST FOR LEGISLATION
June 16, 2026

For: Mayor and City Council

From: Michelle King, Council Member, Roland Tooson, Council Member

Subject: Resolution No. 2026-142 Authorizing the Removal of the Encampment at Kramer Street and Bell Street.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Resolution No 2026-142 Kramer St Encampment

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 16, 2026

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2026-142
June 16, 2026

**A RESOLUTION AUTHORIZING THE REMOVAL OF THE
ENCAMPMENT AT KRAMER STREET AND BELL STREET**

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti is committed to maintaining safe, healthy, and accessible neighborhoods for all residents; and

WHEREAS, the encampment located near Kramer Street and Bell Street has generated significant concerns from nearby homeowners regarding public safety, sanitation, environmental impacts, and the usability of adjacent public spaces; and

WHEREAS, the City recognizes that homeowners and long-term residents are taxpayers who rely upon the City to protect community well-being, uphold municipal ordinances, and ensure that public property remains safe and functional; and

WHEREAS, the City also acknowledges that the individuals residing in the encampment are experiencing housing instability, economic hardship, and vulnerable circumstances, and that these residents deserve to be treated with dignity, compassion, and respect; and

WHEREAS, the ongoing conditions at the encampment present health and safety risks both to the individuals living there and to the surrounding neighborhood, including inadequate sanitation, exposure to extreme weather, and limited access to supportive services; and

WHEREAS, the City has coordinated with community partners, outreach teams, and service agencies to ensure that residents of the encampment are offered appropriate resources, including shelter options, transportation to available placements, connection to housing support services, and referrals to mental health, addiction treatment, and other relevant providers; and

WHEREAS, the City Council seeks to balance the rights and needs of homeowners with the urgent humanitarian needs of residents experiencing homelessness, and recognizes that clearing an encampment must be accompanied by trauma-informed outreach and alternative shelter pathways whenever feasible;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YPSILANTI that City staff, in coordination with social service partners, are hereby authorized to proceed with the removal of the encampment at Kramer Street and Bell Street in a manner that is:

1. **Lawful**, in full compliance with local ordinances, state law, and constitutional requirements;
2. **Respectful**, ensuring that all individuals residing in the encampment are informed, treated with dignity, and given reasonable time to gather personal belongings;

3. **Compassionate**, requesting that service providers be present prior to and during the clearing process to offer shelter placements, outreach support, case management connections, and transportation when appropriate;
4. **Accountable**, ensuring that all actions taken are documented and that the property is restored to a clean, safe, and accessible condition following removal; and
5. **Collaborative**, encouraging continued partnership with county agencies, nonprofit organizations, and community members to address the broader issue of homelessness in a sustainable and humane manner.

BE IT FURTHER RESOLVED that the City Council reaffirms its commitment to long-term strategies aimed at expanding affordable housing, supporting homelessness prevention programs, and strengthening outreach and crisis response systems within the City of Ypsilanti.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
June 16, 2026

For: Mayor and City Council

From: Patrick McLean, Council Member, Roland Tooson, Council Member

Subject: ~~Resolution No. 2026-143 Supporting the Washtenaw Community College (WCC) proposed replacement operating millage on the August 4, 2026 ballot.~~ **Removed and Postponed Until July 21, 2026**

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 16, 2026

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION
June 16, 2026

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Resolution No. 2026-144 Approving the new collective bargaining agreement between the City of Ypsilanti and the TPOAM, for the term commencing on July 1, 2026, and terminating on June 30, 2030, as presented and authorizing the Mayor, City Manager, and City Clerk to execute the agreement on behalf of the city after approval by the City Attorney as to form.

SUMMARY & BACKGROUND: This item will be discussed in the Closed Session and can be approved in the Open Session.

RECOMMENDED ACTION: Approval

ATTACHMENTS:

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 16, 2026

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION
June 16, 2026

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Resolution No. 2026-145 Approving the sale of specified City-owned parcels to the Ann Arbor Area Transportation Authority (AAATA), for the construction of a new east side transit center in the Ypsilanti Downtown district.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. AAATA Purchase of City Property
2. 4930-3103-2497.3 - Real Estate Agreement of Purchase and Sale - Ypsilanti Transit Center Property

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 16, 2026

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION
June 16, 2026

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Sale of City Land to the Ann Arbor Area Transportation Authority

SUMMARY & BACKGROUND

Since 2018, the Ann Arbor Area Transportation Authority (AAATA) has been actively engaged in the selection of a site for the new east side transit center. The project faced delays due to the COVID-19 pandemic but resumed in 2023. The current location for the transit center has been established.

AAATA has undertaken public engagement efforts in designing the center, resulting in initial renderings that are progressing towards a final design. The authority has secured funding through the National Environmental Protection Act (NEPA) and is now ready to proceed with the acquisition of two city-owned parcels.

RECOMMENDED ACTION

Approval of the sale of city property to AAATA.

ATTACHMENTS:

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

BUDGET PRIORITY REFERENCE _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the Ann Arbor Area Transportation Authority (AAATA) has secured the necessary funding to construct a new east side transit center in the downtown district of Ypsilanti; and

Whereas, AAATA has collaborated with the city and the public through targeted engagement efforts, resulting in completed preliminary designs; and

Whereas, to construct the transit center as planned, AAATA requires the purchase of city property;

Now, therefore, be it resolved that the City Council of the City of Ypsilanti approves the sale of the specified parcels for the amount of \$_____.

Be it further resolved that the City Council directs the City Clerk to sign the purchase agreement, pending the approval of the City Attorney.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the “**Agreement**”) is made and entered into as of [___], 2026 (the “**Effective Date**”), by and between the **CITY OF YPSILANTI**, a Michigan municipal corporation (“**Seller**”); and **ANN ARBOR AREA TRANSPORTATION AUTHORITY**, a legal authority created pursuant to Act 55 of 1963 (“**Purchaser**”). In consideration of the mutual promises, covenants and agreements hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

ARTICLE I.

Sale of Property

1.1. Sale of Property. Seller hereby agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, all of Seller’s right, title and interest in and to the following:

1.1.1. Land. That certain real property located in the City of Ypsilanti, County of Washtenaw, Michigan legally described in Exhibit A attached hereto (collectively, the “**Land**”).

1.1.2. Real Property. All rights and privileges appurtenant to Seller’s interest in the Land, including, without limitation, all of Seller’s right, title and interest, if any, in and to all easements, licenses, permits, covenants, air and subsurface rights and other appurtenances in any way related to or used in connection with the ownership, occupancy, operation, maintenance, beneficial use and enjoyment of the Land (the Land and all such easements and appurtenances are collectively referred to herein as the “**Real Property**” or the “**Property**”).

ARTICLE II.

Purchase Price

2.1. Purchase Price. The purchase price for the Property is Seven Hundred Five Thousand and 00/100 Dollars (\$705,000.00) (the “**Purchase Price**”). First American Title Insurance Company, National Commercial Services located at 5445 Corporate Drive, Suite 175, Troy, Michigan 48084, Attn.: Anthony Coratti (248.709.6508) (“**Escrow Agent**” or “**Title Company**”), will act as escrow agent and title agent for the Closing (defined below).

2.2. Payment. Provided that all conditions precedent have been satisfied and fulfilled, or waived in writing by Purchaser, the Purchase Price, as adjusted by all prorations, credits, and debits as provided in this Agreement, will be paid to Seller by Purchaser at the Closing in immediately available funds.

ARTICLE III.

Deposit

3.1. Deposit. Within five (5) business days after the Effective Date, Purchaser will deposit an amount equal to Twenty Thousand and 00/100 Dollars (\$20,000.00) (the “**Deposit**”) with the Title Company, in immediately available funds. The Deposit will be held by Escrow Agent and disbursed pursuant to the terms and conditions contained herein. The Escrow Agent will confirm and acknowledge receipt of the Deposit.

3.2. Application of Deposit. When the Closing occurs, the Deposit will be paid to Seller and credited against the Purchase Price at Closing. If the Closing does not occur in accordance with the terms hereof, the Deposit will be held and delivered as hereinafter provided. Unless Purchaser terminates this Agreement in accordance with the terms hereof to allow for a return of the Deposit to Purchaser, the Deposit shall remain with Escrow Agent as Seller’s security against Purchaser’s default until the Closing has occurred or this Agreement has been terminated.

ARTICLE IV.

Closing, Prorations and Closing Costs

4.1. Closing Date. The closing of the transactions contemplated by this Agreement (the “**Closing**”) will occur on a remote in-escrow basis with the Title Company or a location as otherwise agreed to by the parties. Provided all conditions precedent have been satisfied or waived by Purchaser and this Agreement remains in full force and effect, the Closing shall occur on or before 5:30 p.m. on a date that is the earlier of (i) thirty (30) days following the expiration or waiver by Purchaser of all contingencies contained herein or (ii) at such other time as the parties may mutually agree upon in writing (the “**Closing Date**”).

4.2. Prorations. All matters involving prorations or adjustments to be made in connection with Closing and not specifically provided for in some other provision of this Agreement shall be adjusted in accordance with this Section 4.2. Except as otherwise specifically set forth herein, all items to be prorated pursuant to this Section 4.2 shall be prorated as of 11:59 PM of the day immediately preceding the Closing Date, with Purchaser to be treated as the owner of the Property, for purposes of prorations of income and expenses, on and after the Closing Date. The provisions of this Section 4.2 will survive the Closing.

4.2.1. Taxes. Real estate and personal property taxes and special assessments, if any, shall be prorated as of the Closing Date. Seller shall pay all real estate and personal property taxes and special assessments attributable to the Property through the Closing Date. All current real estate taxes and installments of special assessments levied against the Property, including any such taxes prepaid by Seller, shall be prorated and adjusted between the parties as of the Closing Date based on local custom and on the basis of a three hundred sixty-five (365) day year. All taxes assessed on or after the Closing Date or otherwise imposed due to a change of use of the Property after the Closing Date shall be paid by Purchaser.

4.2.2. Utilities. Purchaser and Seller hereby acknowledge and agree that the amounts of all sewer, water and other utility bills, if any, and all other expenses relating to the Property, if any, allocable to the period prior to the Closing Date shall be determined and paid by Seller before Closing. Final readings and utility billings shall be made, if possible, as of the

Closing Date, in which event no proration shall be made. If such final readings are not done as of the Closing Date, then a proration of all utilities, or an escrow holdback of Seller's proceeds at Closing, shall be made based upon Seller's and Purchaser's mutually agreed upon reasonable good faith estimate of the same based upon the most recent bills, and a readjustment shall be made upon receipt of final bills within thirty (30) days after the Closing Date. Purchaser shall cause all utility services to be placed in Purchaser's name as of the Closing Date.

4.2.3. Calculations. For purposes of calculating prorations, Seller shall be responsible for the expenses for the entire Closing Date. All such prorations shall be made on the basis of the actual number of days of the year which shall have elapsed as of the Closing Date and a three hundred sixty five (365) day year.

4.3. Closing and other Costs. At the Closing, Seller and Purchaser will each pay the costs and fees enumerated in this Section.

4.3.1. Seller will pay:

- (i) one half (1/2) of the Escrow Agent's fees for its services,
- (ii) all transfer taxes associated with the sale of the Property,
- (iii) the cost of a standard ALTA owner's policy of title insurance, and all title investigation costs with respect to the Title Commitment (defined below);
- (iv) any recording fees and costs for documents necessary to remove Title Objections (defined below) and any Monetary Exceptions (defined below); and
- (v) any accrued but unpaid property taxes, incremental assessments, and utility charges (if any).

4.3.2. Purchaser will pay:

- (i) one half (1/2) of the Escrow Agent's fees for its services;
- (ii) any recording fees for the Deed;
- (iii) the incremental cost, if any, for title policy endorsements and extended coverage requested by Purchaser (but excluding endorsements obtained by Seller to affirmatively insure over Purchaser's Title Objections);
- (iv) the cost of any Survey, if any.

4.3.3. Purchaser and Seller will each pay their own respective legal and professional fees. Purchaser will pay One Hundred Percent (100%) of all costs of Purchaser's due diligence. All other costs and expenses will be paid by the parties in accordance with what is customary and usual in transactions similar to the transaction contemplated by this Agreement in the jurisdiction in which the Property is located.

ARTICLE V.

Purchaser's Contingencies

5.1. Right to Evaluate.

5.1.1. For the period commencing on the Effective Date and ending on the date that is [forty-five (45)]¹ days after the Effective Date (the “**Feasibility Period**”), Purchaser and its agents shall have the right during normal business hours (with reasonable advance notice to Seller), at Purchaser's sole cost and expense and at Purchaser's and its agents' sole risk, to perform inspections and tests of the Property and to perform such other analyses, inquiries and investigations or testing as Purchaser shall deem necessary or appropriate. Purchaser shall have the right to extend the Feasibility Period for up to two (2) additional thirty (30) day periods by providing notice to the Seller prior to the end of the Feasibility Period, as the same may be extended.

5.1.2. Seller shall have the right, in its discretion, to accompany Purchaser and/or its agents during any such inspection and shall be entitled to receive advance notice. Seller and its agents shall fully cooperate, at Purchaser's sole cost and expense, with Purchaser in making such inspections and allow Purchaser full access to the Property for the purpose of such inspections during normal business hours, provided that Seller does not unreasonably interfere with Purchaser's operations at the Property.

5.1.3. Prior to Purchaser or its agents entering the Property to conduct any testing at the Property, Purchaser shall obtain and maintain during the term of this Agreement, at Purchaser's sole cost and expense, the following insurance coverage, and shall cause each of its agents and contractors to obtain and maintain, and, upon request of Seller, shall deliver to Seller evidence of, the following insurance coverage: general liability insurance in the amount of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit for personal injury and property damage per occurrence, which insurance shall provide coverage against any claim for personal liability or property damage caused by Purchaser or its agents, employees or contractors in connection with such inspections and tests.

5.2. Inspection Obligations and Indemnity.

5.2.1. In connection with Purchaser's inspection of the Property, Purchaser and its agents and representatives shall: (a) not damage any part of the Property; (b) not injure or otherwise cause bodily harm to Seller, its agents, contractors and employees; (c) promptly pay when due the costs of all tests, investigations and examinations done with regard to the Property; (d) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; (e) to the extent damaged by Purchaser's inspections, restore the Property to substantially the same condition in which the same was found before any such inspection or tests were undertaken; and (f) not reveal or disclose any information obtained during the Feasibility Period concerning the

¹ NTD: AAATA and City to discuss timeframe.

Property to anyone outside the Purchaser's organization other than its agents, attorneys, lenders, consultants and representatives, except to the extent required by law or pursuant to judicial or administrative mandate, or otherwise in connection with any municipal, regulatory or governmental approvals. Notwithstanding the foregoing, Purchaser's obligation to restore the Property shall exclude restoration or repair of damages caused by or resulting from: (i) negligence or intentional acts or omissions of Seller or Seller's employees, agents, affiliates, representatives, consultants and contractors; or (ii) Pre-Existing Conditions (as defined below).

5.2.2. To the fullest extent permitted by law, Purchaser shall, and does hereby agree to indemnify, defend and hold Seller, its members, officers, directors, employees, agents, attorneys and their respective successors and assigns, harmless from and against any and all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses that Seller suffers or incurs as a result of any injury to persons or property damage caused by or resulting from Purchaser's inspections, tests and/or assessments conducted by Purchaser. Purchaser's indemnification, defense and hold harmless obligations shall not apply to (A) any liabilities arising from any acts or omissions of Seller or Seller's employees, agents, affiliates, representatives, consultants; (B) Pre-Existing Conditions; or (C) any diminution in value in the Property arising from, or related to, matters discovered by Purchaser during its investigations of the Property. "**Pre-Existing Conditions**" means any and all (i) hazardous materials and contamination located at, on or beneath the Land, including without limitation contamination of soils, surface water and groundwater; and (ii) any dangerous, illegal or defective condition of the Property, existing at the time of inspection.

5.2.3. This Section 5.2 will survive the Closing or any earlier termination of this Agreement.

5.3. Purchaser's Entitlements. Purchaser's obligation to consummate the purchase of the Property is conditioned upon Purchaser's ability to obtain from the applicable governmental authorities on or before the expiration of the Feasibility Period, all necessary final and written permits, licenses, zoning, and approvals necessary for Purchaser to develop and operate the Property as a transit center ("Purchaser's Intended Use"), including, without limitation, all zoning changes, zoning variances, site plan approvals, curb cuts, use permits, special use permits, lot divisions, other land use entitlements and building permits, and approvals necessary for Purchaser's intended development of the Property, all in accordance with or as otherwise required by Purchaser and with the design, conditions, stipulations, costs and other matters as are acceptable to Purchaser in its sole and absolute discretion (collectively, the "**Entitlement Approvals**"). If Purchaser delivers notice to Seller on or before the expiration of the Feasibility Period, as may be extended by Purchaser, that Purchaser has been unable to obtain any of the Entitlement Approvals Purchaser desires or which may otherwise be required, then this Agreement will be immediately deemed cancelled. Seller will cooperate in all reasonable respects with Purchaser, including executing applications and other forms if necessary, in applying for and obtaining the Entitlement Approvals, but all costs for any applications will be solely those of Purchaser.

5.4. Seller Deliveries. Within five (5) days after the Effective Date, Seller will deliver to Purchaser copies of all existing surveys, leases, environmental reports, water reports, soil tests, topography studies, archaeological tests, engineering reports, traffic studies, maintenance records,

marketing studies, maintenance reports, appraisals, zoning reports, zoning stipulations, development agreements, cost estimates, infrastructure plans, licenses, tax abatement agreements, revenue sharing arrangements, and similar records relating to the Property that were delivered to or performed by or for Seller and/or that are in the possession of, or are readily available to, Seller, its agents, or its affiliates (collectively, the “**Documents**”). Seller makes no representations or warranties of any kind regarding the accuracy, thoroughness or completeness of, or conclusions drawn in, the information contained in such Documents, if any, relating to the Property. Seller is not obligated to deliver or make available to Purchaser any of Seller’s strictly internal memoranda, attorney-client privileged materials, internal appraisals and economic evaluations of the Property, reports regarding the Property prepared by Seller or its affiliates solely for internal use, any other item which does not exist, or any item which is not in Seller’s possession and cannot reasonably be obtained. If the transaction contemplated by this Agreement does not occur for any reason whatsoever, Purchaser shall promptly return to Seller all copies and originals of all Documents provided to Purchaser by Seller.

5.5. Independent Examination. Purchaser is relying upon its own independent examination of the Property and all matters relating thereto and not upon any statements of Seller or of any officer, director, employee, agent or attorney of Seller with respect to acquiring the Property. This Section 5.5 will survive Closing or any earlier termination of this Agreement.

5.6. Survey. Purchaser may order from a surveyor licensed in the State in which the Land is located (the “**Surveyor**”), an updated ALTA survey of the Property that includes Table A matters requested by Purchaser (the “**Survey**”). Following receipt, Purchaser will deliver a copy of the Survey to Seller.

5.7. Termination Right. If at any time prior to the expiration of the Feasibility Period, as may be extended, Purchaser determines that it does not desire to acquire the Property for any reason or no reason, Purchaser may provide written notice of such determination to Escrow Agent and Seller on or before the end of the Feasibility Period, as may be extended, upon which this Agreement shall immediately terminate, Purchaser will receive a return of the Deposit, and, subject to the Surviving Termination Obligations (defined below in Section 14.12), thereafter neither party will have any further rights or obligations to the other hereunder. Unless Purchaser terminates this Agreement prior to the expiration of the Feasibility Period or otherwise in accordance with the terms hereof so as to allow for a return of the Deposit, subject to the terms and provisions of this Agreement, the Deposit shall remain with Escrow Agent as Seller’s security against Purchaser’s default until the Closing has occurred or this Agreement is terminated.

ARTICLE VI.

Title Matters

6.1. Title. Following the Effective Date Purchaser will cause the Title Company to issue a title commitment for the Property, together with copies of all recorded items identified therein (collectively, the “**Title Commitment**”). Within thirty (30) days after Purchaser’s receipt of the Title Commitment, legible copies of the underlying exception documents and the Survey, Purchaser may give Seller written notice as to what exceptions to title or Survey matters, if any, to

which Purchaser objects (“**Title Objections**”). Seller shall have ten (10) days from its receipt of any such notice of Title Objections to respond to Purchaser in writing electing to either: (1) remedy or obtain affirmative title insurance acceptable to Purchaser over the Title Objections prior to Closing; or (2) indicate that Seller is unable or unwilling to remedy or obtain affirmative title insurance over acceptable to Purchaser over some or all of the Title Objections. If Seller fails to timely provide a response to Purchaser’s notice of Title Objections, Seller shall be deemed to have elected to proceed in accordance with clause (2) of the preceding sentence. If Seller responds (or is deemed to respond) that it is unable or unwilling to remedy or obtain affirmative title insurance over acceptable to Purchaser over the Title Objections prior to Closing, Purchaser may, within five (5) business days after receipt of Seller’s response or expiration of Seller’s foregoing ten (10) day response period, elect to terminate this Agreement upon written notice to Seller, following which Purchaser will receive a return of the Deposit, and, subject to the Surviving Termination Obligations, thereafter neither party will have any further rights or obligations to the other hereunder. If Purchaser does not so elect to terminate this Agreement, then Purchaser shall be deemed to have waived its objections to those Title Objections which Seller has indicated that it is unable or unwilling to remedy, and such Title Objections shall be deemed to be Permitted Exceptions (as defined below), and the parties shall proceed to Closing subject to the terms hereof. As to any Title Objection items which Seller agrees to remove in its response to Purchaser’s notice of Title Objections, but which Seller fails to remedy or obtain affirmative title insurance over acceptable to Purchaser prior to Closing, Purchaser may, as its exclusive remedy, have the right either (y) to waive such objections to said Title Objection items and proceed to take title to the Property subject to such matters, or (z) to terminate this Agreement by giving written notice of such termination to Seller and the Title Company, and thereupon the Deposit shall be immediately refunded to Purchaser, this Agreement shall be deemed terminated and of no further force or effect except for the Surviving Termination Obligations.

6.2. Permitted Exceptions. As used herein, “**Permitted Exceptions**” shall mean (i) the encumbrances or exceptions to title shown in the Title Commitment to which Purchaser does not object pursuant to the terms hereof, or which with Purchaser’s consent are deemed waived and accepted, (ii) any liens, encumbrances, or interests arising from the acts of Purchaser, (iii) taxes and assessments, whether general or special, which are not due and payable as of the date of Closing, and (iv) all zoning ordinances and applicable laws. Notwithstanding the foregoing, Purchaser shall not be required to object to any mortgage lien, construction lien or other lien or encumbrance created by, through, or under Seller that may be discharged by payment of a specified or ascertainable amount of money (collectively, the “**Monetary Exceptions**”); and in no event shall any such Monetary Exceptions be or become Permitted Exceptions, and each of the same shall be discharged by Seller at or before Closing.

ARTICLE VII.

Covenants, Representations, and Warranties

7.1. Seller’s Acts. During the period from the Effective Date until Closing or the earlier termination of this Agreement pursuant to its terms, Seller shall not (a) knowingly take any action that could adversely impact the condition of the Property or the existing zoning, permitting or other governmental approvals for the Property without the prior written consent of Purchaser, which

consent may be withheld in Purchaser's sole discretion, or (b) convey any interest in the Property to a third party. Between the Effective Date and Closing Seller covenants to observe and perform the following:

7.1.1. Keep the Property insured under its current policies of insurance.

7.1.2. Comply with applicable rules, laws, regulations and requirements imposed upon the Property by any applicable governing or administrative agency or entity and, further, to provide Purchaser with copies of all notices received by Seller of any violation of such rules, laws, regulations, and requirements received by any such governing or administrative agency or entity.

7.1.3. Upon Seller's knowledge of any event occurring or condition existing which renders any of the representations contained herein untrue or misleading in any respect, Seller shall promptly notify Purchaser.

7.1.4. Seller shall continue to maintain the Property in a manner consistent with its condition as of the Effective Date.

7.2. Representations and Warranties. Seller hereby represents and warrants to Purchaser that the following are true and correct as of the Effective Date and shall be true and correct as of the Closing:

7.2.1. Seller is a Michigan municipal corporation duly formed and in good standing under the laws of the State of Michigan and is authorized to consummate the transactions contemplated by this Agreement.

7.2.2. Seller is the sole owner of marketable fee simple title to the Property.

7.2.3. The execution of this Agreement and any closing documents to be executed and delivered to Purchaser at Closing pursuant to this Agreement by Seller, and Seller's performance of its obligations and the transactions contemplated under this Agreement have been duly authorized by all requisite action on the part of Seller.

7.2.4. Seller is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

7.2.5. Seller has not received notice of any action, litigation, investigation, condemnation or proceeding of any kind pending, or to Seller's knowledge threatened, against any portion of the Property that would prevent or prohibit the transaction contemplated herein or Seller's performance of its obligations hereunder.

7.2.6. There are no leases, licenses, occupancy or use agreements, nor any contracts for services, affecting the Property and which will be binding upon and affect Purchaser as of the Closing Date.

7.2.7. Seller has received no written notices regarding any continuing or ongoing violations of any laws, zoning ordinances, regulations, orders or requirements of departments of

housing, building, fire, labor, health, or other municipal departments or other governmental authorities having jurisdiction against or affecting the Property.

7.2.8. Seller has not entered into, and to Seller's knowledge is not subject to, any commitment, obligation, or agreement in favor of a third party with a right to purchase, lease or manage the Property or any part thereof, including, but not limited to, any right of first refusal, redemption rights, option to purchase, management or leasing agreements.

7.2.9. To Seller's knowledge, Seller has performed all obligations required to be performed under any covenant, condition, restriction, right-of-way, easement or other encumbrance affecting the Property or any portion thereof which will be binding upon the Property after Closing.

7.3. Survival. All representations and warranties made by Seller in this Agreement shall survive Closing for a period of twelve (12) months after Closing (the "**Survival Period**") and shall not merge into any conveyancing documentation delivered at Closing.

ARTICLE VIII.

Closing Conditions

8.1. Conditions to Obligations of Seller. The obligations of Seller under this Agreement to sell the Property contemplated hereby are subject to the satisfaction of the following conditions precedent on or before the Closing Date, except to the extent that any of such conditions may be waived by Seller in writing at Closing:

8.1.1. No Orders. No order or injunction has been entered and is in effect by any court of competent jurisdiction or any governmental authority, and no statute, rule, regulation or other requirement has been promulgated or enacted and is in effect, that restrains, enjoins or invalidates the transactions contemplated hereby.

8.1.2. No Suits. No suit or other proceeding is pending by any third party not affiliated with or acting at the request of Seller before any court or governmental authority seeking to restrain or prohibit or declare illegal, or seeking substantial damages against Seller or any of its affiliates in connection with the transactions contemplated by this Agreement.

8.2. Conditions to Obligations of Purchaser. The obligations of Purchaser under this Agreement to purchase the Property and consummate the other transactions contemplated hereby are subject to the satisfaction of the following conditions precedent on or before the applicable Closing Date, except to the extent that any of such conditions may be waived by Purchaser in writing at Closing:

8.2.1. No Orders. No order or injunction has been entered and is in effect by any court of competent jurisdiction or any governmental authority, and no statute, rule, regulation or other requirement has been promulgated or enacted and is in effect, that restrains, enjoins or invalidates the transactions contemplated hereby.

8.2.2. No Suits. No suit or other proceeding is pending by any third party not affiliated with or acting at the request of Purchaser before any court or governmental authority seeking to restrain or prohibit or declare illegal, or seeking substantial damages against Purchaser in connection with the transactions contemplated by this Agreement.

8.2.3. Condition. The physical condition of the Property shall be substantially the same on the Closing Date as on the Effective Date, reasonable wear and tear and damage caused by the acts of Purchaser or Purchaser's agents or affiliates excepted, unless alteration of said physical condition is the result of casualty or eminent domain (in which case the terms and provisions of Article X below shall control)

8.2.4. Title Policy. The Title Company shall be irrevocably obligated to issue the Owner's Policy (or a "marked-up" Title Commitment), dated as of the date of the recordation of the Deed, in the amount of the Purchase Price, subject only to the Permitted Exceptions, with the endorsements required by Purchaser.

8.2.5. Possession of the Property. Delivery by Seller of exclusive possession of the Property on the applicable Closing Date, subject only to the Permitted Exceptions.

ARTICLE IX.

Closing Obligations

9.1. Closing. The obligations of the Purchaser and the Seller with respect to the Closing are as follows.

9.1.1. Purchaser's Closing Obligations. Purchaser, at its sole cost and expense, will deliver or cause to be delivered to Seller at or prior to Closing the following:

(i) The Purchase Price, after all adjustments are made at the Closing as herein provided, by wire transfer or other immediately available funds, which amount shall be received in escrow by the Title Company on or before the day of the Closing.

(ii) Evidence reasonably satisfactory to Seller and the Title Company that the person executing the Closing documents on behalf of Purchaser has full right, power and authority to do so.

(iii) Such other documents as may be reasonably necessary or appropriate to affect the consummation of the Closing.

9.1.2. Seller's Closing Obligations. Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser at or prior to the Closing the following:

(i) A covenant deed in form and substance reasonably satisfactory to Purchaser, properly executed and acknowledged by Seller, conveying to Purchaser the Property in fee simple, subject only to the Permitted Exceptions (the "**Deed**").

(ii) A closing statement conforming to the proration and other relevant provisions of this Agreement.

(iii) A Temporary Construction Easement in form and substance attached hereto as Exhibit B (the “Temporary Construction Easement”).

(iv) Evidence reasonably satisfactory to Purchaser and the Title Company that the person executing the Closing documents on behalf of Seller has full right, power and authority to do so.

(v) An owner’s affidavit for the Property in a form reasonably acceptable to the Seller, but sufficient to provide Purchaser extended coverage with respect to Purchaser’s Owner’s Policy (defined below), and to allow for removal of all exceptions to title insurance therein other than the Permitted Exceptions (excepting, however, survey related items which Purchaser acknowledges and agrees that it shall be solely a Purchaser responsibility to obtain and provide to the Title Company the Survey so as to allow removal of any survey related items).

(vi) a policy of owner's title insurance (the “**Owner’s Policy**”) in the amount of the Purchase Price (or a mark-up of the Title Commitment for an Owner’s Policy issued by the Title Company, as applicable) made effective as of the date of recording of the Deed, together with endorsements reasonably requested by Purchaser, if any (which such endorsements shall be paid for by Purchaser, excepting the endorsements (if any) which Seller has elected to, in writing and in its sole discretion, purchase to cure or obtain affirmative insurance over a Title Objection raised by Purchaser), showing fee simple title to the Property vested in Purchaser, subject only to the Permitted Exceptions.

(vii) An entity Transfer Certification confirming that Seller is a “United States Person” within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

(viii) Such other documents as may be reasonably necessary or appropriate to affect the consummation of the Closing.

ARTICLE X.

Risk of Loss

10.1. Condemnation and Casualty. If, prior to the Closing Date, all or any portion of the Property is taken by condemnation or eminent domain, or is the subject of a pending taking which has not been consummated, or is materially destroyed or damaged by casualty, Seller shall notify Purchaser of such fact promptly after Seller obtains knowledge thereof. Upon receipt of such notice, Purchaser will have the option to terminate this Agreement upon written notice to Seller given not later than ten (10) days after receipt of Seller’s notice, or the Closing Date, whichever is earlier. If this Agreement is terminated, the Deposit shall be returned to Purchaser and thereafter neither Seller nor Purchaser shall have any further rights or obligations to the other hereunder except with respect to the Surviving Termination Obligations. If this Agreement is not

terminated, Seller shall assign, without recourse, and turn over to Purchaser all of the insurance proceeds or condemnation proceeds (or, if such have not been awarded, all of its right, title and interest therein), as applicable, payable with respect to such casualty or condemnation, and (y) the parties shall proceed to Closing pursuant to the terms hereof without abatement of the Purchase Price, except for a credit in the amount of the applicable insurance deductible if such deductible is actually paid by Seller prior to the Closing to allow for collection of insurance proceeds.

ARTICLE XI.

Default

11.1. Default by Seller. In the event of a Seller Default (defined below), as the sole and exclusive remedies of Purchaser, Purchaser may elect to either (i) terminate this Agreement by written notice to Seller, in which event Purchaser shall receive the Deposit from the Escrow Agent without further instruction, after which Seller shall not have any additional liability whatsoever to Purchaser hereunder other than with respect to the Surviving Termination Obligations; or (ii) bring an action for specific performance to enforce specific performance of Seller's obligations under this Agreement; provided, however, in the event specific performance is not available to Purchaser as a result of Seller's actions, Purchaser shall be permitted to pursue all remedies available to it at law or in equity.

11.2. Default by Purchaser. In the event of a Purchaser Default, as the sole and exclusive remedy of Seller, Seller may elect to either terminate this Agreement by written notice to Purchaser, in which event Seller shall receive the Deposit from the Escrow Agent without further instruction, after which Purchaser shall not have any additional liability whatsoever to Seller hereunder other than with respect to the Surviving Termination Obligations. Purchaser and Seller acknowledge and agree that the amount of the Deposit shall be and constitute valid liquidated damages.

11.3. Default Cure Period. Notwithstanding anything else contained herein, a party shall only be deemed to be in default under this Agreement (a "**Default**") when such party has failed to comply with any of the terms and/or conditions of this Agreement and has failed to cure such noncompliance within ten (10) days following written notice from the other party, which notice shall state the alleged noncompliance with reasonable specificity; provided, however, that no notice shall be required, and no such notice and cure period shall apply, with respect to either party's failure to timely close in accordance with the terms and conditions of this Agreement on the Closing Date.

ARTICLE XII.

Brokers

12.1. Brokers. Purchaser and Seller each represent and warrant to the other that it has not dealt with any person or entity entitled to a brokerage commission, finder's fee or other compensation with respect to the transaction contemplated hereby. Purchaser hereby agrees to indemnify, defend, and hold Seller harmless from and against any losses, damages, costs and

expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred by Seller by reason of any breach or inaccuracy of Purchaser's representations and warranties contained in this Section. Seller hereby agrees to indemnify, defend, and hold Purchaser harmless from and against any losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred by Purchaser by reason of any breach or inaccuracy of Seller's representations and warranties contained in this Section. Seller and Purchaser agree that it is their specific intent that no broker shall be a party to or a third party beneficiary of this Agreement or the Deposit, that no broker shall have any rights or cause of action hereunder, and further that the consent of a broker shall not be necessary to any agreement, amendment, or document with respect to the transaction contemplated by this Agreement. The provisions of this Section shall survive the Closing or earlier termination of this Agreement.

ARTICLE XIII.

Miscellaneous

13.1. Notices. Any and all notices, requests, demands or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefor, by e-mail delivery with confirmation of transmission, by overnight courier, or by registered or certified mail, return receipt requested, first class postage prepaid addressed as follows (or to such new address as the addressee of such a communication may have notified the sender thereof) (the date of such notice shall be the date of actual delivery to the recipient thereof):

To Purchaser: Ann Arbor Area Transportation Authority
Dawn Gabay Operations Center
2700 S. Industrial Hwy.
Ann Arbor, MI 48104
Attention: Dina Reed and Michelle Whitlow
Email: Dreed@TheRide.org and MWhitlow@TheRide.org

With a copy to: Dykema Gossett PLLC
E. Carolina Rodriguez-Hatt, Esq.
2723 South State Street, Suite 400
Ann Arbor, Michigan 48104
Phone: 313-568-5327
Email: crodriguez-hatt@dykema.com

To Seller: City of Ypsilanti
1 South Huron Street
Ypsilanti, Michigan 48197
Attn: _____
Email: _____

With a copy to: _____

Attn: _____
Email: _____

13.2. Governing Law. This Agreement shall be governed by and construed in accordance with the internal, substantive laws of the state in which the Land is located, without regard to the conflict of laws principles thereof.

13.3. Headings. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

13.4. Effective Date. This Agreement shall be deemed effective as of the Effective Date when fully executed by Seller and Purchaser.

13.5. Business Days. If any date herein set forth for the performance of any obligations of Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term “legal holiday” means any state or Federal holiday for which financial institutions or post offices are generally closed in the state where the Property is located. Any date or timeline set forth herein shall be a reference to calendar days unless specifically delineated that business days shall apply.

13.6. Counterpart Copies. This Agreement may be executed in two or more counterpart copies, including PDF or other electronic copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Agreement.

13.7. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

13.8. Assignment. Purchaser may assign this Agreement without Seller’s prior written consent to a related, affiliated or commonly controlled entity for the purpose of taking title to property. Whenever reference is made in this Agreement to Seller or Purchaser, such reference shall include the successors and assigns of such party under this Agreement.

13.9. Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement.

13.10. Entire Agreement. This Agreement, the Exhibits attached hereto contain the final and entire agreement between the parties hereto with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. Purchaser, Seller and their agents shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained in this Agreement. No change or modifications to this Agreement shall be valid unless the same is in writing and signed by the

parties hereto. Each party reserves the right to waive any of the terms or conditions of this Agreement which are for their respective benefit and to consummate the transaction contemplated by this Agreement in accordance with the terms and conditions of this Agreement which have not been so waived. Any such waiver must be in writing signed by the party for whose benefit the provision is being waived.

13.11. Severability. If any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13.12. Survival. Except as otherwise specifically provided for in this Agreement (collectively, the “**Surviving Termination Obligations**”), the provisions of this Agreement and the representations and warranties herein will not survive after the conveyance of title and payment of the Purchase Price but be merged therein.

13.13. Exhibits and Schedules. All Exhibits attached hereto are incorporated herein by reference.

13.14. Time. Time is of the essence in the performance of each of the parties’ respective obligations contained herein.

13.15. Escrow Agreement.

13.15.1. Instructions. Purchaser and Seller each shall promptly deposit a copy of this Agreement executed by such party (or either of them shall deposit a copy executed by both Purchaser and Seller) with Escrow Agent. This Agreement, together with such further instructions, if any, as the parties shall provide to Escrow Agent by written agreement, shall constitute the escrow instructions.

13.15.2. Real Estate Reporting Person. Escrow Agent is hereby designated the “real estate reporting person” for purposes of Section 6045 of Title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by Escrow Agent shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Escrow Agent shall file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation. Seller and Purchaser shall promptly furnish their federal tax identification numbers to Escrow Agent and shall otherwise reasonably cooperate with Escrow Agent in connection with Escrow Agent’s duties as real estate reporting person.

13.15.3. Liability of Escrow Agent. The parties acknowledge that the Escrow Agent shall be conclusively entitled to rely, except as hereinafter set forth, upon a certificate from Purchaser or Seller as to how any funds it holds should be disbursed. Any notice sent by Seller or Purchaser (the “**Notifying Party**”) to the Escrow Agent shall be sent simultaneously to the other noticed parties pursuant to Section 13.1 (the “**Notice Parties**”). The parties hereto hereby acknowledge that Escrow Agent shall have no liability to any party on

account of Escrow Agent's failure to disburse the funds if a dispute shall have arisen with respect to the propriety of such disbursement and, in the event of any dispute as to who is entitled to receive the funds, disburse them in accordance with the final order of a court of competent jurisdiction, or to deposit or interplead such funds into a court of competent jurisdiction pending a final decision of such controversy. The parties hereto further agree that Escrow Agent shall not be liable for failure of any depository and shall not be otherwise liable except in the event of Escrow Agent's gross negligence or willful misconduct. The Escrow Agent shall be reimbursed on an equal basis by Purchaser and Seller for any reasonable expenses incurred by the Escrow Agent arising from a dispute with respect to the funds to be disbursed. The obligations of Seller and/or Purchaser with respect to the Escrow Agent are intended to be binding only on Seller and Seller's assets and/or Purchaser and Purchaser's assets and shall not be personally binding upon, nor shall any resort be had to, the private properties of any of the partners, officers, directors, shareholders or beneficiaries of Seller or Purchaser, or of any partners, officers, directors, shareholders or beneficiaries of any partners of Seller or Purchaser, or of any of Seller's or Purchaser's employees or agents.

13.16. No Recording. Neither this Agreement nor any memorandum or short form hereof shall be recorded or filed in any public land or other public records of any jurisdiction by either party and any attempt to do so may be treated by the other party as a breach of this Agreement.

13.17. Waiver of Trial by Jury. The respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute, emergency or otherwise.

13.18. Limitation on Liability. Notwithstanding anything to the contrary provided in this Agreement, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Agreement by Seller, that there shall be absolutely no personal liability on the part of any partner, director, member, officer or shareholder of Seller, its successors or assigns with respect to any of the terms, covenants and conditions of this Agreement, and any liability on the part of Seller shall be limited solely to Seller's interest in the Property, such exculpation of liability to be absolute and without any exception whatsoever.

13.19. Force Majeure. Any prevention, delay or stoppage due to strike, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, failure of power, governmental restrictions, governmental approvals, judicial orders, riots, insurrection, enemy or hostile governmental action, terrorism, civil commotion, and other reason of a similar nature beyond the reasonable control of the party obligated to perform ("**Force Majeure**"), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage and the period for the performance of any act, including, without limitation, the contingency periods set forth herein, shall be extended for the period of the delay, provided that no extension to any timeline in this Agreement under the terms of this Section will extend past the date that is thirty (30) days after the delay commences. Force Majeure shall excuse the performance by that party, as aforesaid, provided that the party prevented, delayed or stopped shall have given the other party written notice thereof within thirty (30) days of such event causing the prevention, delay or stoppage, together with a reasonable estimate of the time period of such delay.

Delays or failure to perform resulting from lack of funds or financial inability shall not be deemed delays beyond the reasonable control of a party. No extension of time will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Property is located.

13.20. Cooperation. Each party agrees to execute any additional documents reasonably requested by the other to carry out the intent of this Agreement. The parties hereto agree to cooperate with each other in every reasonable way in carrying out the transaction contemplated hereby, in obtaining and delivering all required closing documents, and agree to use their best efforts to expeditiously accomplish same.

(Signatures on following pages)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

SELLER:

CITY OF YPSILANTI, a Michigan
municipal corporation

By: _____
Name: _____
Title: _____

PURCHASER:

ANN ARBOR AREA TRANSPORTATION AUTHORITY,
a legal authority created pursuant to Act 55 of 1963

By: _____
Name: _____
Title: _____

LIST OF EXHIBITS AND SCHEDULES

- Exhibit A - Legal Descriptions of the Property
- Exhibit B - Form of Temporary Construction Easement

EXHIBIT A

LAND

Land located in the City of Ypsilanti, County of Washtenaw, and State of Michigan, described as follows:

[To be provided by Title Commitment]

Parcel ID Nos.: 11-11-40-483-017 and 11-11-40-483-008

Commonly Known As: 212 N. Washington Street, City of Ypsilanti, County of Washtenaw, Michigan 48197

EXHIBIT B

FORM TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (“Agreement”) is made and entered into effective as of _____, 2026 (“Effective Date”), by and between **THE CITY OF YPSILANTI**, a Michigan municipal corporation, whose address 1 South Huron Street, Ypsilanti, Michigan 48197 (“Grantor”) and **ANN ARBOR AREA TRANSPORTATION AUTHORITY**, a legal authority created pursuant to Act 55 of 1963, whose address is 2700 S. Industrial Hwy, Ann Arbor, MI 48104 (“Grantee”).

RECITALS

A. Grantor is the owner of certain real property located in the City of Ypsilanti, Washtenaw County, Michigan, as described on **Exhibit “A”** (“Grantor’s Property”);

B. Grantee is the owner of certain real property located adjacent to Grantor’s Property in the City of Ypsilanti, Washtenaw County, Michigan, as described on **Exhibit “B”** (“Grantee’s Property”) (the Grantor’s Property and Grantee’s Property hereinafter are together referred to as the “Real Estate”);

C. Grantee wishes to construct a new transit center on Grantee’s Property (“Transit Center Construction”).

D. Grantor, subject to the terms and conditions of this Agreement, desires to grant to Grantee a temporary construction easement over and across the entirety of Grantor’s Property (“Easement Area”) for the purpose of completing the Transit Center Construction on Grantee’s Property.

D. The parties desire to enter into this Agreement to provide for the easement, construction, and other rights between the parties, all as hereinafter more specifically provided.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee and its employees and contractors a temporary access and construction easement (the “Temporary Easement”) over and upon the Easement Area such that, at the sole cost and expense of Grantee, Grantee shall have the right to enter the Easement Area for the purpose of completing the Transit Center Construction, which shall include but not be limited to, staging of Grantee’s construction materials and

equipment on the Easement Area, ingress and egress across the Temporary Easement. Said Temporary Easement and this Agreement shall automatically terminate upon the later of (i) thirty (30) days following completion of the Transit Center Construction and (ii) [_____, 2031]², Grantee shall provide written notice to Grantor promptly following completion of the Transit Center Construction, with termination of the Temporary Easement occurring immediately thereafter without need for further notice. Upon completion of the Transit Center Construction, Grantee shall restore all areas disturbed during construction to their condition prior to construction.

3. Insurance. Grantee shall obtain and maintain (or cause the contractor under its construction contract to obtain and maintain) a policy of commercial general liability insurance with respect to Grantee's use of the Easement Area hereunder in an amount not less than \$1,000,000 per occurrence.

5. Notices. All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing to the address in the first paragraph above and shall be deemed to have been duly and properly given on the date of service if delivered personally, or, if mailed, on the second business day after such notice is deposited in a receptacle of the United States Postal Service, registered or certified mail, first class postage prepaid, return receipt requested, or on the first business day following deposit with a nationally recognized overnight courier service (e.g., FedEx), postage prepaid.

6. Severability. The invalidity or unenforceability of any covenant, condition, term or provision in this Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision of this Agreement.

7. Counterparts. This Agreement may be executed in counterparts, and by each of the parties on separate counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

8. Miscellaneous. This Agreement shall inure to the benefit of, and be binding upon, the heirs, personal representatives, successors and assigns of the parties hereto, and shall further be appurtenant to and run with the land. This Agreement shall be governed by the laws of the State of Michigan.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURES TO FOLLOW]

² NTD: To be 5 years from date of closing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GRANTOR:

CITY OF YPSILANTI, a Michigan municipal corporation

By: _____
Name: _____
Title: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, who is the _____ of and authorized signatory for the City of Ypsilanti, a Michigan municipal corporation, on behalf of the City.

_____, Notary Public

County, _____
Acting in _____ County, Michigan
My commission expires: _____

Exhibit "A"

Description of Grantor's Property

Land situated in the City of Ypsilanti, Washtenaw County, Michigan, and as more particularly described as follows:

Tax Parcel Nos.: 11-11-40-483-004 and 11-11-40-483-005

Commonly known as: _____

Exhibit "B"

Description of Grantee's Property

Land situated in the City of Ypsilanti, Washtenaw County, Michigan, and as more particularly described as follows:

Tax Parcel Nos.: 11-11-40-483-117 and 11-11-40-483-008

Commonly known as: _____



REQUEST FOR LEGISLATION
June 16, 2026

For: Mayor and City Council

From: Tracey Boudreau, City Clerk

Subject: Resolution No. 2026-146 Authorizing to renew the Service Agreement with CivicPlus in the total amount of \$42,867.64 for online municipal services, including Website, Codification, NextRequest, SeeClickFix, and Agenda Meeting Management.

SUMMARY & BACKGROUND: The City has contracted with CivicPlus since 2018 for various online services. Over the years, more services have been added and the hope is to consolidate all of the products into one Service Agreement, that will renew at the same time every year. The total request is for \$42,867.64. The breakdown is as follows:

- CivicPlus (website) - \$5,801.97
- MuniCode (codification) - \$9,905.56
- NextRequest (FOIA mamagment) - \$ 11,327.40
- SeeClickFix (platform to report non-emergency neighborhood issues) - \$10,280.74
- CivicClerk (agenda meeting management) - \$5,551.97

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Resolution No 2026-146 Renew CivicPlus
2. CivicPlus Consolidated Renewal

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 16, 2026

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2026-146
June 16, 2026

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas The City has utilized CivicPlus since 2018; and

Whereas Over the years the City has added more services from CivicPlus; and

Whereas The City wishes to consolidate and combine these agreements.

Now, therefore, be it resolved that the Ypsilanti City Council Authorizes the renewal of the Service Agreement with CivicPlus in the total amount of \$42,867.64 for online municipal services, including Website, Codification, NextRequest, SeeClickFix, and Agenda Meeting Management;

Be it further resolved, that the Clerk be authorized to sign the agreement on behalf of the City.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
CivicPlus Pricing
Approval Date:
Expires On:

Statement of Work
Q-122014-1
4/1/2026 10:12 AM

5/31/2026

Client:
City of Ypsilanti, MI

Bill To:
YPSILANTI CITY, MICHIGAN

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Maggie Brown		maggie.brown@civicplus.com		Net 30

Websites

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	SSL Certificate Annual Fee	SSL Certificate Annual Fee	USD 251.18
1.00	CivicSend Annual - Municipal Websites Central Renewal	CivicSend Communication Platform Annual Fee Renewal	USD 415.49
1.00	Custom Mobile App Annual Fee	Custom Mobile App Annual Fee Renewal.	USD 517.92
1.00	48 Month Redesign Ultimate Annual - Websites Central	48 Month Redesign Ultimate Annual - Municipal Websites Central	USD 0.00
1.00	Custom Annual Fee - Websites Central	Annual Fee - Municipal Websites Central	USD 4,617.38

Codification

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Full-Service Supplementation Subscription	Full-Service Supplementation Subscription	USD 8,651.85
1.00	Online Code Hosting Renewal	Municode Codification Full Service Code Online	USD 1,253.71

NextRequest

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	NextRequest Standard Renewal	NextRequest Standard with up to 10 Admin-Publisher Users and 2TB of Storage	USD 11,327.40

SCF

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Request Annual Renewal	Unlimited gov user licenses for service request management tool to intake citizen submissions via mobile app. Assign requests internally, resolve issues and measure request performance.	USD 10,280.74

AMM

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: Pro Annual Fee Renewal	Agenda and Meeting Management Annual Fee - Agenda and Minutes Management	USD 5,551.97

Total Investment - Initial Term	USD 42,867.64
Annual Recurring Services (Subject to Uplift)	USD 42,867.64

Initial Term	7/1/2026 - 6/30/2027, Renewal Term 7/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced on Initial Term Start Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	3% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-122014-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)