

CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

JEAN HALL CURRIE

STAN ELDRIDGE

MIKE MARTIN

SCOTT MARTIN

June 24, 2013

Work Session – 5:00 p.m.

Regular Meeting – 7:00 p.m.

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



Catherine McClary, CPFO, CPFIM
Washtenaw County Treasurer
taxes@ewashtenaw.org
(734) 222-6600

Announcing a New State Resource for Property Tax Assistance



Up to \$30,000 available per qualifying household for one-time assistance with late taxes and/or mortgage payments.

Basic eligibility requirements:

- Applicant is listed as an owner on the property
- Primary residence only
- Household has less than 1 ½ times the annual property taxes available in cash and savings (not including retirement funds)
- Qualifying, involuntary hardship led to property taxes falling behind
- Demonstrated ability to sustain mortgage and tax payments going forward

Documents to gather before applying:

- Recent mortgage statement (if applicable)
- Recent pay stub or other proof of income
- Benefit statement if receiving unemployment, Social Security, or Disability income
- Recent bank statement(s)
- Property I.D. number and legal description of your property (from your mortgage documents or property tax bill)

Apply online at: www.StepForwardMichigan.org

Or call (866) 946-7432

14-B District Court

Monthly Disbursements

April 2013

Revenue received as a Fine for violation of a State Statute is disbursed to the Washtenaw County Treasurer, for library purposes.

Revenue received as a Fine for violation of a Township Ordinance and all Court Costs are disbursed to the Ypsilanti Township Treasurer. Local revenue also includes Probation oversight fees and Bond Forfeitures.

Revenue received as State Filing Fee, State Court Fund, Justice System Fund, Juror Compensation, Crime Victims Rights Fund and Dept. of Natural Resources Judgment Fee is forwarded to the State Treasurer.

Money received as Garnishment Proceeds, Criminal Bonds, Restitution, and Court Ordered Escrow are deposited in the Escrow Account of the Court.

All other revenues are transferred to the Ypsilanti Township Treasurer.

April 2013 Disbursements:

Washtenaw County:	\$ 2,060.00
State of Michigan:	\$ 41,266.20
Ypsilanti Township Treasurer:	\$ 87,844.43

TOTAL: \$131,170.63

14-B District Court

Revenue Report for April 2013

General Account

Account Number		
Due to Washtenaw County		
(101-000-000-214.222)		<u>\$2,060.00</u>
Due to State Treasurer		
Civil Filing Fee Fund (MCL 600.171):	\$15,015.00	
State Court Fund (MCL 600.8371):	\$1,450.00	
Justice System Fund (MCL 600.181):	\$14,331.00	
Juror Compensation Reimbursement Fund:		
Civil Jury Demand Fee (MCL 600.8371):	\$0.00	
Drivers License Clearance Fees (MCL 257.321a):	\$2,145.00	
Crime Victims Rights Fund (MCL 780.905):	\$6,139.80	
Judgment Fee (Dept. of Natural Resources):	\$50.00	
Due to Secretary of State		
(101-000-000-206.136)	\$2,135.40	
	Total:	<u>\$41,266.20</u>

Due to Ypsilanti Township

Court Costs (101-000-000-602.136):	\$29,171.75	
Civil Fees (101-000-000-603.136):	\$14,585.00	
Probation Fees (101-000-000-604.000):	\$4,130.00	
Ordinance Fines (101-000-000-605.001):	\$38,641.00	
Bond Forfeitures (101-000-000-605.003):	\$2,935.00	
Interest Earned (101-000-000-605.004):	\$0.00	
State Aid-Caseflow Assistance (101-000-602.544):	\$0.00	
Expense Write-Off:	\$0.00	
Bank Charges (Expense - 101.136.000.957.000):	(\$1,618.32)	
	Total:	<u>\$87,844.43</u>

Total to General Account - (101.000.000.004.136): **\$131,170.63**

Escrow Account

(101-000-000-205.136)		
Court Ordered Escrow:	\$10,731.80	
Garnishment Proceeds:	\$0.00	
Bonds:	\$12,656.00	
Restitution:	\$3,389.00	
Total to Escrow Account - (101.000.000.205.136):		<u>\$26,776.80</u>

14-B District Court

Monthly Disbursements

May 2013

Revenue received as a Fine for violation of a State Statute is disbursed to the Washtenaw County Treasurer, for library purposes.

Revenue received as a Fine for violation of a Township Ordinance and all Court Costs are disbursed to the Ypsilanti Township Treasurer. Local revenue also includes Probation oversight fees and Bond Forfeitures.

Revenue received as State Filing Fee, State Court Fund, Justice System Fund, Juror Compensation, Crime Victims Rights Fund and Dept. of Natural Resources Judgment Fee is forwarded to the State Treasurer.

Money received as Garnishment Proceeds, Criminal Bonds, Restitution, and Court Ordered Escrow are deposited in the Escrow Account of the Court.

All other revenues are transferred to the Ypsilanti Township Treasurer.

May 2013 Disbursements:

Washtenaw County:	\$ 2,398.00
State of Michigan:	\$ 44,412.40
Ypsilanti Township Treasurer:	\$ 91,209.97

TOTAL: \$138,020.37

		Year to Date	
	Prior Year Comparison		
Month	Revenue	Revenue	
	2012	2013	
January	\$75,430.17	\$93,843.72	
February	\$107,638.24	\$120,646.88	
March	\$93,319.73	\$120,330.43	
April	\$83,785.27	\$87,844.43	
May	\$90,318.38	\$91,209.97	
June	\$83,965.72		
July	\$71,264.07		
August	\$84,845.74		
September	\$100,571.52		
October	\$99,734.41		
November	\$76,072.83		
December	\$66,508.94		
Caseload			
Standardization			
Payment:	\$45,724.00	\$45,724.00	
Year-to Date			
Totals:	\$1,079,179.02	\$559,599.43	
Expenditure			
Budget:	\$1,184,583.00	\$1,265,772.00	
Difference:	(\$105,403.98)	(\$706,172.57)	

**BUILDING DEPARTMENT REPORT
RON FULTON - BUILDING DIRECTOR**

BUILDING DEPARTMENT MONTHLY REPORT - MAY 2013													
Permit Type	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Building	61	57	63	100	85								366
	\$ 14,504	\$ 14,185	\$ 9,331	\$ 31,205	\$ 15,676								\$ 84,901
Electrical	37	27	27	29	49								169
	\$ 2,435	\$ 2,475	\$ 2,190	\$ 2,685	\$ 4,805								\$ 14,590
Mechanical	69	30	38	51	59								247
	\$ 5,115	\$ 2,680	\$ 3,005	\$ 4,198	\$ 6,670								\$ 21,668
Plumbing	34	21	29	46	36								166
	\$ 2,895	\$ 1,680	\$ 2,055	\$ 3,555	\$ 3,855								\$ 14,040
Zoning	1	2	4	17	14								38
	\$ 90	\$ 90	\$ 180	\$ 765	\$ 630								\$ 1,755
Sub Totals	202	137	161	243	243	-	-	-	-	-	-	-	986
TOTAL YTD	\$ 25,039	\$ 21,110	\$ 16,761	\$ 42,408	\$ 31,636	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 136,954

BUILDING DEPARTMENT MONTHLY REPORT - 2012													
Permit Type	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Building	54	61	97	137	106	122	123	113	85	129	87	44	1,158
	\$ 7,315	\$ 10,943	\$ 11,648	\$ 15,656	\$ 12,163	\$ 25,776	\$ 24,446	\$ 15,765	\$ 7,873	\$ 23,300	\$ 44,646	\$ 6,147	\$ 205,678
Electrical	35	33	30	46	33	35	42	35	16	42	21	27	395
	\$ 2,490	\$ 2,100	\$ 2,100	\$ 2,955	\$ 2,490	\$ 2,565	\$ 2,745	\$ 2,550	\$ 1,440	\$ 2,910	\$ 2,385	\$ 2,520	\$ 29,250
Mechanical	51	42	45	48	49	46	55	54	28	59	51	40	568
	\$ 3,800	\$ 2,595	\$ 3,850	\$ 3,470	\$ 2,655	\$ 4,125	\$ 4,115	\$ 4,315	\$ 2,100	\$ 5,044	\$ 4,316	\$ 2,135	\$ 42,520
Plumbing	31	28	38	38	25	29	22	36	20	46	28	23	364
	\$ 2,100	\$ 2,070	\$ 2,550	\$ 2,160	\$ 1,755	\$ 2,535	\$ 1,335	\$ 2,850	\$ 1,290	\$ 2,970	\$ 2,055	\$ 1,905	\$ 25,575
Zoning	4	-	13	18	26	13	16	16	8	8	3	4	129
	\$ 680	\$ -	\$ 690	\$ 870	\$ 1,290	\$ 615	\$ 720	\$ 810	\$ 360	\$ 360	\$ 135	\$ 229	\$ 6,759
Sub Totals	175	164	223	287	239	245	258	254	157	284	190	138	2,614
TOTAL YTD	\$ 16,385	\$ 17,708	\$ 20,838	\$ 25,111	\$ 20,353	\$ 35,616	\$ 33,361	\$ 26,290	\$ 13,063	\$ 34,584	\$ 53,537	\$ 12,936	\$ 309,782

**BUILDING DEPARTMENT REPORT
RON FULTON - BUILDING DIRECTOR**

INSPECTION RUNNING TOTALS													
Inspections	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Total 2013	336	328	239	306	445								1,654
Total 2012	852	259	592	328	340	268	275	419	317	382	340	276	4,648
Total 2011	319	238	280	311	371	369	319	411	349	432	316	143	3,858
Total 2010	292	220	361	366	379	358	427	405	350	449	322	140	4,069
Total 2009	323	315	340	337	350	372	440	401	463	374	341	137	4,193
Total 2008	460	352	326	432	432	628	727	562	533	577	393	128	5,550

Rental Inspections	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Total 2013	197	237	206	175	226								1,041
Total 2012	142	165	228	194	209	202	185	258	225	265	231	131	2,435
Total 2011	95	49	102	146	129	179	183	243	177	214	187	153	1,857
Total 2010	214	170	139	216	223	158	264	179	212	183	83	48	2,089
Total 2009	(Began tracking separate rental inspection totals Oct, 2009)									57	160	77	294

DOMESTIC VIOLENCE PROSECUTION REPORT
February 2013

To: Township of Ypsilanti Board of Trustees

From: McLain & Winters, Attorneys for the Charter Township of Ypsilanti

Date:

Dear Board Members:

The following represents the Township Prosecuting Attorney's report regarding domestic violence activity for the month of February 2013:

	February 2013	Year to Date (2013)	Statistics for 2012	Statistics Since 10/1999
Cases Submitted	19	46	175	3436
Cases Authorized	6	13	92	1439
Cases Denied	12	40	84	423
Cases Furthered	0	0	4	237
Cases Sent to the County	1	2	5	78
Defendant FTA-BW Requested	2	6	16	33
Pre-Trials Held	14	23	158	1886
Motions	0	1	6	45
Convictions-Total	3	8	39	886
Convictions-By Plea	2	6	34	---
Convictions-By Trial	1	2	5	---
Acquittals	0	0	2	81
All Dismissals	8	19	93	605
Cases Reauthorized	1	4	25	223
Cases Not Reauthorized	7	15	67	325
Deferrals Considered	5	8	52	561
Conviction Rate*	100%	100%	95%	91.6%

* Based upon all cases taken to a conclusion

Respectfully Submitted,

McLain & Winters

DOMESTIC VIOLENCE PROSECUTION REPORT

March 2013

To: Township of Ypsilanti Board of Trustees

From: McLain & Winters, Attorneys for the Charter Township of Ypsilanti

Date:

Dear Board Members:

The following represents the Township Prosecuting Attorney's report regarding domestic violence activity for the month of March 2013:

	March 2013	Year to Date (2013)	Statistics for 2012	Statistics Since 10/1999
Cases Submitted	26	72	175	3443
Cases Authorized	9	22	92	1448
Cases Denied	16	56	84	428
Cases Furthered	0	0	4	237
Cases Sent to the County	1	3	5	78
Defendant FTA-BW Requested	2	6	16	32
Pre-Trials Held	7	30	158	1875
Motions	0	1	6	45
Convictions-Total	1	9	39	884
Convictions-By Plea	1	7	34	---
Convictions-By Trial	0	2	5	---
Acquittals	0	0	2	81
All Dismissals	6	25	93	603
Cases Reauthorized	0	7	25	222
Cases Not Reauthorized	6	21	67	324
Deferrals Considered	4	12	52	560
Conviction Rate*	100%	100%	95%	91.6%

* Based upon all cases taken to a conclusion

Respectfully Submitted,

McLain & Winters

DOMESTIC VIOLENCE PROSECUTION REPORT

April 2013

To: Township of Ypsilanti Board of Trustees

From: McLain & Winters, Attorneys for the Charter Township of Ypsilanti

Date:

Dear Board Members:

The following represents the Township Prosecuting Attorney's report regarding domestic violence activity for the month of April 2013:

	April 2013	Year to Date (2013)	Statistics for 2012	Statistics Since 10/1999
Cases Submitted	22	94	175	3439
Cases Authorized	6	28	92	1439
Cases Denied	16	72	84	428
Cases Furthered	0	0	4	237
Cases Sent to the County	0	3	5	77
Defendant FTA-BW Requested	3	9	16	34
Pre-Trials Held	8	38	158	1876
Motions	2	3	6	47
Convictions-Total	3	12	39	886
Convictions-By Plea	3	10	34	---
Convictions-By Trial	0	2	5	---
Acquittals	0	0	2	81
All Dismissals	9	34	93	606
Cases Reauthorized	2	9	25	224
Cases Not Reauthorized	7	28	67	325
Deferrals Considered	4	16	52	560
Conviction Rate*	100%	100%	95%	91.6%

* Based upon all cases taken to a conclusion

Respectfully Submitted,

McLain & Winters

DOMESTIC VIOLENCE PROSECUTION REPORT

May 2013

To: Township of Ypsilanti Board of Trustees

From: McLain & Winters, Attorneys for the Charter Township of Ypsilanti

Date:

Dear Board Members:

The following represents the Township Prosecuting Attorney's report regarding domestic violence activity for the month of May 2013:

	May 2013	Year to Date (2013)	Statistics for 2012	Statistics Since 10/1999
Cases Submitted	26	120	175	3465
Cases Authorized	8	36	92	1447
Cases Denied	18	90	84	446
Cases Furthered	0	0	4	237
Cases Sent to the County	0	3	5	77
Defendant FTA-BW Requested	0	9	16	34
Pre-Trials Held	8	46	158	1884
Motions	0	3	6	47
Convictions-Total	5	17	39	891
Convictions-By Plea	3	13	34	---
Convictions-By Trial	2	4	5	---
Acquittals	0	0	2	81
All Dismissals	3	37	93	609
Cases Reauthorized	0	9	25	224
Cases Not Reauthorized	3	31	67	328
Deferrals Considered	5	21	52	565
Conviction Rate*	100%	100%	95%	91.6%

* Based upon all cases taken to a conclusion

Respectfully Submitted,

McLain & Winters

YPSILANTI TOWNSHIP FIRE DEPARTMENT
MONTHLY REPORT

APRIL 2013

Fire Department staffing levels are as follows:

1 Fire Chief	1 Fire Marshal	3 Shift Captains
3 Shift Lieutenants	19 Fire Fighters	1 Clerk III / Staff Support

All fire department response personnel are licensed as Emergency Medical Technicians by the State of Michigan Public Health. During the month, the fire department responded to 294 requests for assistance. Of those requests, 213 were medical emergency service calls, with the remaining 81 incidents classified as non-medical and/or fire related.

Department activities for the month of April, 2013:

- 1) The Public Education Department participated in the following events:
 - a) Fire Safety talk & truck demo at East Arbor Academy
 - b) Smoke alarms issued: 1424 Andrea (2), 1417 Harry (2), & 2815 Woodruff Lane (2)
 - c) Car seat fittings
- 2) Fire fighters attended 18 neighborhood watch meetings
- 3) Fire fighters received training in the following areas:
 - a) Washtenaw County HazMat
 - b) Washtenaw County Tech Rescue

The Fire Marshall had these activities for the month of April, 2013:

- 1) Inspections / Tests completed:
 - a) Salvage Yard Inspections: 14
 - b) Building Inspections: 11
 - c) Plan Reviews: 2
 - d) Smoke Alarm Installations: 2
 - e) Burn inspections/permits: 6
 - f) Water Flow Test: 1
 - g) Fire Investigations: 1
 - h) Court Appeals Hearing: 1
- 2) Attended 4 meetings / events:
 - a) Washtenaw County HazMat Authority Board meeting
 - b) Washtenaw County HazMat Team training
 - c) Washtenaw County Fire Investigators meeting
 - d) Fire Safety Training for Clark East Towers personnel

The Fire Chief attended 5 meetings / events for the month of April, 2013:

- 1) EMS Commission meeting
- 2) Countywide Training Grant Application meeting
- 3) Ypsilanti Township Emergency Operations Plan meeting
- 4) Website Overview meeting with IT Director McDougald
- 5) Fire Investigation for 516 Hudson

There was 1 injury and 0 deaths reported this month for civilians.

There were 0 injuries and 0 deaths reported this month for fire fighters.

This month the total fire loss, including vehicle fires, is estimated at **\$85,000.00**. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 04/01/2013	Tuttle Hill @ Merritt	\$ 0.00 (brush)
2) 04/01/2013	825 Haven	\$ 0.00 (brush)
3) 04/02/2013	9000 S Huron River Drive	\$ 0.00 (brush)
4) 04/04/2013	1340 Ecorse	\$ 1,000.00 (outside storage)
5) 04/04/2013	9075 S Huron River Drive	\$ 0.00 (forest)
6) 04/04/2013	9075 S Huron River Drive	\$ 0.00 (forest)
7) 04/07/2013	151 Russell	\$ 0.00 (dumpster)
8) 04/14/2013	8873 Nottingham	\$ 0.00 (Mutual Aid-Superior Twp)
9) 04/15/2013	E Cross @ Browning	\$ 0.00 (dumpster)
10) 04/18/2013	901 Washtenaw	\$ 0.00 (Mutual Aid-Ypsi City)
11) 04/23/2013	516 Hudson	\$ 50,000.00 (building)
12) 04/23/2013	522 Hudson (exp #1)	\$ 2,000.00 (building)
13) 04/25/2013	755 N Rosewood	\$ 3,500.00 (building)
14) 04/26/2013	1104 Borgstrom	\$ 20,000.00 (building)
15) 04/26/2013	1128 Borgstrom (exp #1)	\$ 2,500.00 (building)
16) 04/29/2013	2921 Int'l Drive #2002A	\$ 6,000.00 (building)

Respectfully submitted,

Rhonda Bates, Clerical Support Staff
Charter Township of Ypsilanti Fire Department

Attachment: Fire House Incident Type Report (Summary) 04/01/2013 – 04/30/2013

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {04/01/13} And {04/30/13}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	8	2.72%	\$84,000	98.82%
141 Forest, woods or wildland fire	2	0.68%	\$0	0.00%
142 Brush or brush-and-grass mixture fire	3	1.02%	\$0	0.00%
154 Dumpster or other outside trash receptacle fire	2	0.68%	\$0	0.00%
161 Outside storage fire	1	0.34%	\$1,000	1.17%
	16	5.44%	\$85,000	100.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	35	11.90%	\$0	0.00%
311 Medical assist, assist EMS crew	14	4.76%	\$0	0.00%
320 Emergency medical service, other	16	5.44%	\$0	0.00%
321 EMS call, excluding vehicle accident with injuries	34	45.58%	\$0	0.00%
322 Motor vehicle accident with injuries	7	2.38%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	6	2.04%	\$0	0.00%
331 Lock-in (if lock out , use 511)	1	0.34%	\$0	0.00%
	213	72.45%	\$0	0.00%
4 Hazardous Condition (No Fire)				
400 Hazardous condition, Other	1	0.34%	\$0	0.00%
412 Gas leak (natural gas or LPG)	1	0.34%	\$0	0.00%
424 Carbon monoxide incident	2	0.68%	\$0	0.00%
444 Power line down	2	0.68%	\$0	0.00%
445 Arcing, shorted electrical equipment	2	0.68%	\$0	0.00%
463 Vehicle accident, general cleanup	1	0.34%	\$0	0.00%
	9	3.06%	\$0	0.00%
5 Service Call				
500 Service Call, other	3	1.02%	\$0	0.00%
510 Person in distress, Other	2	0.68%	\$0	0.00%
520 Water problem, Other	1	0.34%	\$0	0.00%
531 Smoke or odor removal	4	1.36%	\$0	0.00%
541 Animal problem	1	0.34%	\$0	0.00%
551 Assist police or other governmental agency	1	0.34%	\$0	0.00%
554 Assist invalid	1	0.34%	\$0	0.00%
561 Unauthorized burning	5	1.70%	\$0	0.00%
	18	6.12%	\$0	0.00%
6 Good Intent Call				

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {04/01/13} And {04/30/13}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
6 Good Intent Call				
611 Dispatched & cancelled en route	18	6.12%	\$0	0.00%
622 No Incident found on arrival at dispatch address	1	0.34%	\$0	0.00%
631 Authorized controlled burning	6	2.04%	\$0	0.00%
650 Steam, Other gas mistaken for smoke, Other	2	0.68%	\$0	0.00%
	27	9.18%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	2	0.68%	\$0	0.00%
736 CO detector activation due to malfunction	1	0.34%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	1	1.02%	\$0	0.00%
744 Detector activation, no fire - unintentional	1	0.34%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	2	0.68%	\$0	0.00%
	9	3.06%	\$0	0.00%
8 Severe Weather & Natural Disaster				
813 Wind storm, tornado/hurricane assessment	2	0.68%	\$0	0.00%
	2	0.68%	\$0	0.00%

Total Incident Count: 294

Total Est Loss:

\$85,000

YPSILANTI TOWNSHIP FIRE DEPARTMENT
MONTHLY REPORT

MAY 2013

Fire Department staffing levels are as follows:

1 Fire Chief	1 Fire Marshal	3 Shift Captains
3 Shift Lieutenants	19 Fire Fighters	1 Clerk III / Staff Support

All fire department response personnel are licensed as Emergency Medical Technicians by the State of Michigan Public Health. During the month, the fire department responded to 340 requests for assistance. Of those requests, 236 were medical emergency service calls, with the remaining 104 incidents classified as non-medical and/or fire related.

Department activities for the month of May, 2013:

- 1) The Public Education Department participated in the following events:
 - a) Fire Safety & Truck Demo for Kids Korner at Recreation Facility
 - b) Participated in Touch-A-Truck Community Event at Shadford Field
 - c) Truck Demonstration for Willow Run High School final celebration
 - d) Smoke alarms: 594 E Grand Blvd (2) & 598 E Grand Blvd (2)
 - e) Car seat fittings
- 2) Fire fighters attended 24 neighborhood watch meetings
- 3) Fire fighters received training in the following areas:
 - a) Washtenaw County HazMat
 - b) Washtenaw County Tech Rescue

The Fire Marshall had these activities for the month of May, 2013:

- 1) Inspections / Tests completed:
 - a) Building Inspections: 13
 - b) Site Plan Reviews: 9
 - c) Fire Alarm Plan Reviews: 4
 - d) Fire Protection Plan Reviews: 4
 - e) Fire Investigations: 6
 - f) Burn inspections/permits: 11
- 2) Attended 5 meetings / events:
 - a) HazMat Mutual Aid Response to City of Ann Arbor
 - b) HazMat Team training
 - c) Huron Valley Code Officials training
 - d) Building Construction training
 - e) OSHA Right to Know training

The Fire Chief attended 8 meetings / events for the month of May, 2013:

- 1) WAMAA meeting
- 2) County-wide Fire Chiefs training for Box Alarm
- 3) Met with City of Ypsilanti Fire Chief regarding Fire Marshal Services contract
- 4) OSHA training at Monroe Community College
- 5) Interview with resident regarding Calder fire
- 6) Met with J&J Solutions – new copier installed
- 7) Completed AFG grant revision for firefighter turnout gear
- 8) Met with Human Resources regarding upcoming promotional tests

There were 0 injuries and 0 deaths reported this month for civilians.

There were 0 injuries and 0 deaths reported this month for fire fighters.

This month the total fire loss, including vehicle fires, is estimated at **\$58,290.00**. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 05/09/2013	736 Campbell #2	\$ 14,000.00 (building)
2) 05/10/2013	751 Oswego	\$ 0.00 (outside rubbish)
3) 05/10/2013	7361 McKean	\$ 3,550.00 (building)
4) 05/10/2013	840 Calder	\$ 26,000.00 (building)
5) 05/11/2013	1520 Dawn	\$ 0.00 (Mutual Aid-Superior Twp)
6) 05/13/2013	2095 Packard	\$ 0.00 (forest)
7) 05/17/2013	Washtenaw / Golfside	\$ 0.00 (brush)
8) 05/25/2013	6680 Bunton #24	\$ 9,500.00 (camper)
9) 05/27/2013	498 Village Oaks	\$ 0.00 (Mutual Aid-City Ann Arbor)
10) 05/29/2013	48 Ohio	\$ 5,200.00 (vehicle)
11) 05/30/2013	1261 Lexington Pkwy	\$ 40.00 (building / porch)

Respectfully submitted,

Rhonda Bates, Clerical Support Staff
Charter Township of Ypsilanti Fire Department

Attachment: Fire House Incident Type Report (Summary) 05/01/2013 – 05/31/2013

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {05/01/13} And {05/31/13}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	5	1.47%	\$43,590	74.78%
113 Cooking fire, confined to container	1	0.29%	\$0	0.00%
131 Passenger vehicle fire	1	0.29%	\$5,200	8.92%
137 Camper or recreational vehicle (RV) fire	1	0.29%	\$9,500	16.29%
141 Forest, woods or wildland fire	1	0.29%	\$0	0.00%
142 Brush or brush-and-grass mixture fire	1	0.29%	\$0	0.00%
151 Outside rubbish, trash or waste fire	1	0.29%	\$0	0.00%
	11	3.24%	\$58,290	100.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	34	10.00%	\$0	0.00%
311 Medical assist, assist EMS crew	37	10.88%	\$0	0.00%
320 Emergency medical service, other	22	6.47%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury	27	37.35%	\$0	0.00%
322 Motor vehicle accident with injuries	8	2.35%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	8	2.35%	\$0	0.00%
	236	69.41%	\$0	0.00%
4 Hazardous Condition (No Fire)				
411 Gasoline or other flammable liquid spill	1	0.29%	\$0	0.00%
412 Gas leak (natural gas or LPG)	1	0.29%	\$0	0.00%
422 Chemical spill or leak	1	0.29%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	2	0.59%	\$0	0.00%
444 Power line down	3	0.88%	\$0	0.00%
445 Arcing, shorted electrical equipment	2	0.59%	\$0	0.00%
461 Building or structure weakened or collapsed	1	0.29%	\$0	0.00%
463 Vehicle accident, general cleanup	1	0.29%	\$0	0.00%
	12	3.53%	\$0	0.00%
5 Service Call				
500 Service Call, other	3	0.88%	\$0	0.00%
511 Lock-out	2	0.59%	\$0	0.00%
522 Water or steam leak	1	0.29%	\$0	0.00%
531 Smoke or odor removal	4	1.18%	\$0	0.00%
550 Public service assistance, Other	1	0.29%	\$0	0.00%
551 Assist police or other governmental agency	1	0.29%	\$0	0.00%
554 Assist invalid	2	0.59%	\$0	0.00%
561 Unauthorized burning	5	1.47%	\$0	0.00%

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {05/01/13} And {05/31/13}

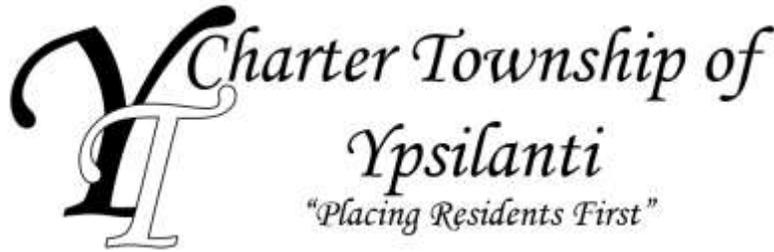
Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
5 Service Call				
	19	5.59%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	1	0.29%	\$0	0.00%
611 Dispatched & cancelled en route	23	6.76%	\$0	0.00%
622 No Incident found on arrival at dispatch address	5	1.47%	\$0	0.00%
631 Authorized controlled burning	11	3.24%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.29%	\$0	0.00%
652 Steam, vapor, fog or dust thought to be smoke	1	0.29%	\$0	0.00%
	42	12.35%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	5	1.47%	\$0	0.00%
715 Local alarm system, malicious false alarm	1	0.29%	\$0	0.00%
730 System malfunction, Other	1	0.29%	\$0	0.00%
733 Smoke detector activation due to malfunction	5	1.47%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	0.29%	\$0	0.00%
736 CO detector activation due to malfunction	2	0.59%	\$0	0.00%
741 Sprinkler activation, no fire - unintentional	1	0.29%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	3	0.88%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	1	0.29%	\$0	0.00%
	20	5.88%	\$0	0.00%

Total Incident Count: 340

Total Est Loss:

\$58,290

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



Human Resource

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Ypsilanti, MI 48197
Phone: (734) 484-0065
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MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Karen Wallin
Human Resource Department

DATE: June 17, 2013

RE: **Monthly Report**

The items below are projects that the Human Resource Department has been working on, in addition to the day to day operations of the department.

- Conducted Interviews with Mike Radzik and Ron Fulton for the 2nd Ordinance Enforcement Assistant position. The job was awarded to Tom Greenwood and he began working on May 13, 2013.
- The Floater II/Clerk III position vacated in the Treasurer/OCS Department. Was filled with internal candidate, Kristi Troy. She began her new duties on April 29, 2013. This created a vacancy within the OCS Department which was posted. An internal candidate, Jane Carr, from Recreation, posted for the position. She was tested and passed the test and began her new duties on May 13, 2013.
- Most of 2013 Seasonal Employment process is completed. Completed new hire paperwork with all the Park staff (gate attendants and rangers) during their first night of orientation on May 16th.
- Attended an OSHA Training Seminar in Monroe with 5 other Management Employees. Fire Marshal Victor Chevrette received additional training that will assist with training all Township employees by December on the new MDS sheets.
- Posted both internal and external for Building Attendant Positions. Tested candidates May 13 – May 20, 2013 and held interviews on May 28th and May 29th. Interview Panel consisted of myself, Art Serafinski and Jeff Allen. Three individuals were selected: Katherine (Kate) Moser, Andrea Adams and Connor Woodman. Kate began working May 31st and Andrea begins working on June 17th. Connor will begin over the next several weeks.

- Continuing to correspond with Mike Stuber from Ulliance (the Township's EAP Provider) regarding management employee training series. The series will have 4 2-hr training sessions, each building on the one before. The series covers the 16 Core Competencies of a successful manager.

Please feel free to contact me regarding these or any other Human Resource questions.

CHARTER TOWNSHIP OF YPSILANTI

To: Board of Trustees
From: Mike Radzik
Office of Community Standards
Re: Office of Community Standards Monthly Report
Date: June 18, 2013
Copy To: Doug Winters, General Counsel
OCS Staff

The Office of Community Standards and Police Services are engaged in the following projects:

- OCS staff has been working closely with Cardno ATC to complete a new asbestos survey at Liberty Square. Eight days of site work was completed on June 7, 2013. A draft report is being reviewed now (as of 6/18/2013 @ 10:00AM) and the final report will be delivered on 6/19/2013. A meeting is scheduled for 6/20/2013 with representatives of Cardno ATC, Dore Construction and our team to discuss the report and reach consensus on how asbestos will be abated in compliance with state and federal regulations. The outcome of that meeting will help determine a new start date for demolition; we are moving as quickly as possible to complete the project. The Board will be kept informed as the project moves forward.
- OCS staff has reviewed new asbestos surveys for four blighted structures currently under demolition orders and previously funded for demolition. Demolition activity on the structures was voluntarily halted after work performed by the original asbestos survey firm was deemed inadequate by the MDEQ. The demolition activity was halted to protect nearby residents from potentially harmful asbestos exposure and to protect the Township from potential fines and liability. The new surveys found asbestos in all four buildings that will require abatement prior to demolition. Quotes were recently solicited for asbestos abatement, and a request for funding is on the June 24, 2013 board agenda.
- In conformance with legal counsel's advice, further action and discussion about the inadequate asbestos surveys submitted by TEG Environmental, Inc. are being deferred until after the successful completion of projects in which the firm was involved. Those projects are Liberty Square and six houses bundled for demolition on E. Grand Blvd, Wiard Ct., E Forest Ave and Clark Rd. Staff has been assisting counsel in preparation for future action.
- The OCS nuisance abatement strategy continues moving forward targeting blighted properties and nuisance land use. One new case was recently opened and has been sent to the Board for approval:
 - 322 Devonshire (see 6/24/2013 agenda for details)

Other additional new cases are under Notice of Violation and our staff is working with the property owners in an effort to resolve the cases without the necessity of legal action. Those cases include:

- 2955 Washtenaw Ave (former Ypsi-Arbor bowling alley): the building is under active notice of violation ordering repairs or demolition. OCS has received a written response from the owner indicating that the building will be demolished this summer. Legal counsel has communicated with the owner in an effort to enforce a reasonable time line. This case has potential to be resolved without litigation.
- 1775 Holmes (Word of Deliverance church parsonage): the vacant/boarded building is under active notice of violation and the owner has been making repairs at a slow pace. OCS staff has extended deadlines with evidence of continuing renovation efforts. This case has potential to be resolved without litigation.
- A former automobile storage facility located at 12 Todd St operated by Clark Brothers Towing has ceased operation as a result of a property seizure associated with a private lawsuit settlement. OCS staff has been in communication with civil process servers who executed an auction at the site to sell off everything of value. We are attempting to determine what the site may look like after the auction process is complete, and what action may be necessary to abate any remaining code violations. It has been determined that any non-conforming land use status formerly enjoyed by the site operators has been terminated. A formal land use document is being prepared in anticipation of the future transfer of the property.

OCS staff reviews all active nuisance abatement cases with legal counsel on a bi-weekly basis to ensure they are moving forward on a reasonable time line and to share information. There are currently 31 active cases in various stages of enforcement. Not every case is in litigation; some cases are being driven toward code compliance without the necessity of going to court. Of those in court, some are actively being litigated and others are in “monitoring” mode to ensure that previously issued court orders are being followed. Every case is handled efficiently to maximize community benefit.

As part of our most recent case review, a recommendation for a budget amendment was made to fund continued legal services related to nuisance abatement activities; that budget amendment (#10) is on the 6/24/2013 Board agenda. OCS staff coordinated with Accounting Director Javonna Neel, General Counsel Doug Winters and elected officials on the budget amendment strategy and amount. The OCS director has been tasked with monitoring the legal budget accounts associated with nuisance abatement activity.

- OCS staff began receiving the seasonal vegetation complaints in early May. By mid-late May, the pace had reached its expected peak that is anticipated each spring. The volume of vegetation complaints will dominate ordinance enforcement in the field for the next several

weeks until the growing season and the volume of cases levels off. We have two ordinance officers dedicating the majority of their time addressing grass complaints, supplemented by seasonal help to monitor vacant properties that are mowed all season.

- The Office of Community Standards has been busy training several new employees hired with authority of the Board over the last several weeks. New employees include ordinance enforcement assistants Jill Kulhanek and Tom Greenwood, and clerk Jane Carr. We have also welcomed a new contract plumbing inspector, Pete Power. I want to take this opportunity to thank our employees for their willingness to pitch in and help cover temporary workload fluctuations and to help train new employees. I especially want to recognize Ordinance Administrator Bill Elling and Clerk Aaron Dietz for their dedication in helping to keep our ordinance and rental enforcement operations moving forward during this period of change; and Kristi Troy for helping to restructure our invoicing system to be more efficient and accountable. Our front line employees are the face of the OCS in the field, at our service counter and on the telephone with our customers. Because we are a lean operation, every employee's daily performance is crucial to deliver high quality services on a consistent basis. We have the best employees in the business!

Here is a look at today's Office of Community Standards team:

Aaron Dietz	OCS Clerk
Jane Carr	OCS Clerk
Kristi Troy	Treasurer/OCS Clerk (split position)
Bill Elling	Ordinance Administrator
Jill Kulhanek	Ordinance Enforcement Assistant
Tom Greenwood	Ordinance Enforcement Assistant
Mike Gooden	Ordinance Enforcement Assistant (part time)
Dave Bellers	Building Inspector
Pete Powers	Plumbing Inspector (contracted)
Adam Kurtinitus	Electrical Inspector (contracted)
Todd Barber	Mechanical Inspector (contracted)
Joe Lawson	Planning/Zoning Director
Ron Fulton	Building Safety Director
Mike Radzik	OCS Director/Police Administrator

Our attorneys are an integral part of our team and each play an important role in the operation of the Office of Community Standards:

Doug Winters	Chief Counsel; reviews major nuisance abatement cases submitted by staff, initiates legal strategy for nuisance abatement, coordinates insurance withholding funds on fire incidents, reviews professional service vendor contracts, weekly Development Team meeting representative)
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Dennis McLain	Circuit court litigation, bi-weekly project review with OCS staff, planning commission and ZBA counsel, weekly police services meeting representative
Angela King	District court prosecution and ordinance changes

- The feral cat control program in five pilot neighborhoods has been completed by the Humane Society of Huron Valley and a final report will be presented to the Board of Trustees at the regular July meeting. Preliminary feedback indicates that the program was successful in achieving its stated goals.
- The OCS director is working with the Humane Society of Huron Valley and the Washtenaw County Office of the Sheriff to plan three community workshops for Pit Bull owners. The workshops will be staffed by the humane society and the sheriff's community outreach team and will offer behavioral instruction for owners of larger dogs. There will be no charge for Township residents to attend and no cost to the Township for the events. The events will be held at selected baseball fields at Township facilities in July, August and September.

In addition, the Township and Sheriff's Office are helping the humane society advertise the final push for free spay-neuter surgeries for Pit Bull owners in Ypsilanti Township during the month of June 2013. The humane society had private funding for 900 surgeries and had performed about 850 by the end of May. The goal is to use the remaining funds up so that additional money may be sought to extend the program.

- Upgrades to existing public surveillance cameras in the West Willow neighborhood and at Harris Park have been implemented. These were the first sites where cameras were installed using 3G technology. Each new installation since then has used the improved 4G technology that provides faster transmission and greater band width for transmitting higher resolution files. Both of these original sites were upgraded to 4G capability.
- The OCS director met with officials from the Washtenaw County Road Commission and the Pittsfield Township Department of Public Safety to discuss the feasibility of delivering video feeds from traffic cameras located at intersections throughout the area to the Township's existing public surveillance system. The road commission is willing to provide such a feed and Pittsfield DPS is interested in a collaborative system to receive and record such a feed. Further discussions are planned in an effort to move the concept forward as a law enforcement investigative tool following established protocols already in use between the Township and the sheriff's office.
- Four groups of neighborhood residents submitted petitions to the Washtenaw County Road Commission for the installation of speed humps to calm traffic. Three of the four petitions were successful in collecting enough verified signatures to move forward. Funding for speed humps is on the June 24, 2013 Board agenda for Big Pine Dr, Hawthorne Ave and Northlawn Ave. A petition for Fairfield Dr fell short of the minimum number of signatures, and the resident is working to get more signatures and re-submit the petition. Our staff

assists residents by providing parcel ownership information and landlord contact information for rental properties.

- You will recall that Ypsilanti Township passed a consumer fireworks ordinance last September that prohibits use of fireworks on any day except the holiday periods mandated by state law. Last week the state legislature amended state law to allow local governments to set time limits for use of fireworks on the mandated holiday periods. After consulting with elected officials and attorney Angela King, an ordinance amendment has been crafted and submitted for Board consideration at the June 24, 2013 meeting. The amendment would prohibit discharging of consumer fireworks during the mandatory holiday periods between midnight and 8:00AM (1:00AM on New Year's Day). The amendment will require two readings before it is effective.
- Ypsilanti Township currently uses the 2009 International Property Maintenance Code (IPMC) as a local ordinance used for rental inspections and nuisance abatement. The 2012 version of the IPMC has been published, and Building Director Ron Fulton has reviewed the entire text of the new version and has recommended its adoption. Ron and Angela King have consulted to make certain recommended changes to customize the code to fit Ypsilanti Township's needs and standards. An ordinance to adopt the new code has been submitted for Board consideration at the June 24, 2013 meeting.
- The second reading of the Portable Basketball Device ordinance is scheduled for the June 24, 2013 Board meeting. If adopted, OCS staff and the Washtenaw County Sheriff's Office are prepared to implement the new law. The ordinance will prohibit the placement of portable basketball devices in the county owned road right-of-way which includes the street, lawn extension, driveway apron and sidewalks. Devices that are not voluntarily moved will be confiscated.
- A new ordinance amendment will be introduced for first reading at the June 24, 2013 Board meeting that will address dead and damaged trees that threaten neighboring private property. The current ordinance is only applicable if such a tree threatens public property. OCS receives frequent complaints about dead and damaged trees that harm fences and structures on neighboring private property, and this amendment will give us the tools to assist residents affected by such situations.
- OCS staff has scheduled a meeting with attorney Angela King to discuss the merits of two new ordinance changes to address trending issues of concern. The first is to regulate the placement and maintenance of clothing donation boxes that can be seen at retail centers all over the township and that are often overflowing with donated items and trash. The second is to examine the issue of multiple unrelated adults living together in a boarding house environment in single family neighborhoods. The Board will be kept informed on the outcome of these discussions and your early input is encouraged and valued to help drive the discussion.

- The new YTown website went “live” on May 13, 2013 and there were more than 13,000 visits during the first month of operation. Our IT staff is tracking website activity and will generate reports showing a variety of statistical data that will help drive improvements over time. Residents seem to have embraced the new reporting forms being offered, as we receive service requests through the website every day. Our social media sites on Facebook, Twitter, Flickr and Pinterest continue to gain popularity. Our web programmer/content manager, Becky Bush, has been busy pushing out information about events and important topics on a daily basis.

We have found that some residents who use the Internet and email do not wish to engage in social media. A recent survey indicated that most of the 600 addresses on the email list wish to continue receiving information by email rather than switch to social media. To meet this challenge, we have taken control of the email distribution list formerly under the auspices of Washtenaw County and now have a single point of contact and control over information blasted out via email. All information is now sent out simultaneously using Facebook, Twitter and email, and each method of communication is formatted to look and act the same way; it is all designed to draw the recipient back into our website for consistent delivery of our message.

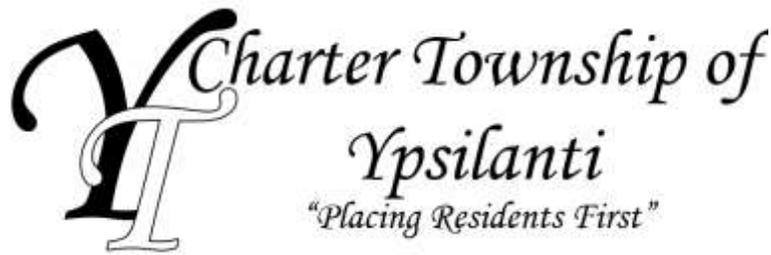
- Our Police Services operation is moving forward with budgeted summertime assistance from the school resource officers from the Lincoln and Ypsilanti school districts. The OCS director met with the school resource officers and neighborhood policing team last week to discuss issues of concern to neighborhood groups and Township expectations for the summer. There will be heavy emphasis on disruptive neighborhood based activity such as fireworks and noise violations, as well as special attention to landlord responsibility at rental properties.

The Community Action Team continues to make an impact in our neighborhoods serving search warrants at suspected drug houses and helping to solve major crimes and locate/arrest violent offenders. The team is engaged in a variety of projects that affect both residential neighborhoods and business centers.

All elected officials receive a copy of the weekly Police Services briefing sent by email by Lt. Jim Anuskiewicz after each weekly meeting with the OCS director, legal counsel and full-time elected officials. Details about crime and police productivity trends, as well as significant crimes and arrests, are reported to the Board of Trustees each week. A monthly crime and productivity summary is included in Board packets.

In addition, the OCS director attends a biweekly intelligence meeting with the CAT team, detective bureau, neighborhood patrol deputies and command staff. Issues of concern to neighborhood groups, including crime and nuisance activity at rental properties, are discussed. The OCS staff is an important part of the overall problem-oriented policing (POP) strategy and we work together on a daily basis to improve the quality of life in the community.

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



**Office of
Community Standards**

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MEMORANDUM

June 17, 2013

To: Township Board

From: Joe Lawson
Planning Director

Re: Planning Division (OCS) May/June 2013

Please be advised of the following activities related to the Planning Department for May/June 2013.

Planning Commission Activity

The following is a summary of actions taken by the Planning Commission since my last report:

On May 20, 2013, the Planning Commission held a public workshop inviting resident and business owners alike to participate in the future land use goals of the Township. Two sessions were held in order to provide the most opportunity to participate. Approximately 12 participants attended and provided input on the plan. Though the overall turnout was disappointing, the draft plan will soon be posted on the Township website for an additional opportunity for the public to provide input. Also during the May 20th meeting, the Commission reviewed the following plans/applications:

1047 Grove Road - Group Daycare Home special conditional use permit application – After the public hearing, the commission tabled this item in order to provide an opportunity to the applicant to resolve concerns relating to the onsite pick up and drop offs.

1085 East Michigan – Burger King – A public hearing was scheduled to consider the special conditional use permit application for a new drive-thru restaurant to be located adjacent to 1085 East Michigan. Unfortunately due to issues relating to the MDOT permit, the applicant requested the application be removed from the agenda at this time until the MDOT issues could be resolved.

2515 Ellsworth – Wal-Mart – The commission granted preliminary site plan approval for the proposed 38,000 square-foot addition that will transform this facility into a Super Wal-Mart. Final engineering plans are currently being developed and will be submitted to this office within the next couple of weeks. Wal-Mart has a planned construction schedule beginning in late August.

Plans in Process

Kroger Fuel Station – 1771 East Michigan: Staff has had the opportunity to speak with the project engineer and has been informed that the project is back on track and currently has a construction schedule for this fall.

Kroger Fuel Station – James L. Hart Pkwy/Huron Street: A preconstruction meeting was held on Friday, June 14th. Construction is scheduled to begin on Monday, June 24th with a 10 week construction schedule which puts the opening around the first week of September.

Tim Horton's Café and Bake Shop – 1311 Anna J. Stepp Drive: The new Tim Horton's is currently under construction with an anticipated opening later this July.

Tim Horton's Café and Bake Shop – 2220 Washtenaw Avenue: A preconstruction meeting was held on Friday, June 14th. The contractor informs us that they will begin construction on July 8th and will take 10-12 weeks to complete the project.

Lakeside Park/Boat House Project: Staff is currently in the process of scheduling a preconstruction meeting in order to get this project underway. It is anticipated that the preconstruction meeting will be held either the third or fourth week of June.

Dorothy's Discovery Daycare – 7265 Merritt: This project is currently under construction with a completion date anticipated in mid-August.

WalMart Expansion – 2515 Ellsworth: This 38,000 square foot addition project has received preliminary site plan approval from the Planning Commission. Staff is currently awaiting the submission of the final engineering plans. Wal-Mart anticipates an August construction start.

Ammar Auto Dealership – 2925 East Michigan – This office has received a special conditional use permit application in order to request approval for the establishment of a used car dealership to be located within the existing strip mall development known as Wilson Plaza (E. Michigan and Ridge). It is anticipated that the Commission will schedule the public hearing for the July meeting date.

Crystal Ponds – Infinity Homes has submitted an application to amend the current condominium documents to permit the construction of 64 single-family homes within the existing Crystal Ponds development. The Commission will hear the application on Monday, June 17th in order to make a recommendation to the full Board.

Zoning Board of Appeals

The zoning board of appeals has been busy this calendar year with temporary use permit applications for the sale of fireworks. Please be advised of the following applicants:

5970 Bridge Road – The ZBA approved the requested temporary use permit application to allow for the outdoor display and sale of fireworks from June 15 through July 6, 2013.

2299 Ellsworth – Roundtree Shopping Center - The ZBA approved the requested temporary use permit application to allow for the outdoor display and sale of fireworks from June 15 through July 6, 2013.

3020 Washtenaw – Former Farmer Jacks - The ZBA approved the requested temporary use permit application to allow for the outdoor display and sale of fireworks from June 15 through July 6, 2013.

2321 Ellsworth – Roundtree Place Shopping Center (WalMart) – The ZBA will consider the temporary use permit application during a special meeting to be held on Tuesday, June 18th. It is anticipated that the ZBA will approve the application with the same dates and conditions previously awarded to the aforementioned applicants.

2820 Washtenaw – Fountain Plaza (Dunham's) - The ZBA will consider the temporary use permit application during a special meeting to be held on Tuesday, June 18th. It is anticipated that the ZBA will approve the application with the same dates and conditions previously awarded to the aforementioned applicants.

Committee Meetings

Re-Imagine Washtenaw – The Re-Imagine Washtenaw planning group held 4 public workshops during the last week of May. These public workshops were well attended and gained some valuable input. The overall presentation is available for review at www.washtenawavenue.org. Some of the information presented was related to the options for the overall cross-section of the corridor ranging anywhere from 3 travel lanes with dedicated transit and bike lanes to a landscaped boulevard cross-section that would permit the possibility of light rail in the future. The overall group is not compiling the information gathered during these hearings and will have a number of recommendations in the near future.

WATS Technical Committee – On June 5th, staff had the opportunity to attend the monthly WATS technical committee meeting. During this meeting the 2040 Long Range Transportation plan was recommended for approval to the WATS Policy Committee. The Ann Arbor DDA and the University of Michigan presented a report of their electric vehicle charging stations located throughout the city. Both groups have seen significant use of the facilities and have plans to install additional charging stations in the near future. Currently the charging stations are free to the users though some are limited to a 4 hour “top off” charge. Finally, the 2014 – 2017 Transportation Improvement Plan (TIP) was also presented. Some of the highlights for Ypsilanti Township are: 2015 – Hewitt from Michigan to Packard will be repaved; Textile Road at Stony

Creek and at Hitchingham – installation of turn lanes and signal; 2016 – Huron/Whittaker from Stony Creek to I94 – Resurface; Prospect from Holmes to Geddes – Resurface; 2017 Merritt & Whittaker – Round-about construction.

Administrative Items:

Staff has had an opportunity to meet with the RACER Trust in relation to the ongoing plans for the Willow Run Bomber Plant. These discussions have also included the Michigan Department of Environmental Quality (MDEQ). We have had an opportunity to express our concerns for the facility and in turn, the RACER Trust has scheduled a public meeting to be held on Tuesday, June 18th. This meeting is intended to inform the general public on the ongoing environmental clean-up of not only the bomber plan but also the Commercial Vehicle Operations (CVO) facility located on Tyler Road.

Please contact me at my office (734-544-3651) or by email at jlawson@ytown.org



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

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

MARK A. PTASZEK
UNDERSHERIFF

To: Brenda Stumbo, Ypsilanti Township Supervisor
From: Jim Anuszkiewicz, Police Services Lieutenant
Through: Dieter Heren, Police Services Commander
Cc: Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board
Date: May 21, 2013
Re: April 2013 Police Services Monthly Report

In April of 2013 there were 2,347 calls for service in Ypsilanti Township that represents a 4% increase in calls for service as compared to April 2012.

A few highlights this month include:

- On April 3rd the midnight shift deputies arrested two (2) persons for an armed robbery which occurred at the 7-11 store located on Ellsworth Rd.
- On April 3rd incident involved an armed robbery arrest in West Willow by afternoon Ypsilanti Twp. deputies through a thorough investigation.
- April 6th incident involved a CCW Arrest in the area of Washtenaw/Boston by dayshift deputies which involved a self initiated traffic stop.
- On April 13th Deputies made an arrest and recovered a stolen ATV in the 700 block of Jerome

The **Community Action Team** executed search warrants during this month at the following locations:

- Two (2) separate search warrants in the 1300 block of Andrea
- One (1) search warrant in the 1700 block of Lynn

In 2012 the **Detective Bureau** finished a lengthy investigation into the death of a child back which occurred in the 1100 Blk of Fall River. In April 2013 the suspect plead guilty to second degree murder charges. He was subsequent sentenced to 30-60 years

Two significant investigations are currently being investigated:

- Shooting Investigation that occurred in the 1700 Blk of Meadowoods Blvd
- On April 3rd, 2013 a single car fatal crash occurred at Whittaker and Sea Mist and was investigated by the secondary road patrol unit. Drugs and alcohol played a factor in this crash.

During this month 16 separate **Neighborhood Watch** meetings were attended. Speed complaints and boom box violations were the top resident issues. Besides deploying the "Smart Trailer" in several neighborhoods to make residents aware of their speed as they travel through their neighborhoods, we are also planning targeted enforcement for boom box and speeding violations.

Incident Summary Report

Report Description

Timeframe : From 2013-01-01 00:00:00 To 2013-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A

Offense Class Code	Offense Class Description	Count
101	MURDER WITH FIREARM	1
210	CSC I - PENETRATION - P/V - FORCE	7
212	CSC III - PENETRATION - P/V - FORCE	2
215	CSC I - SODOMY - O/A - FORCE	1
216	CSC III - SODOMY - O/A - FORCE	3
221	CSC III - WITH OBJECT - FORCE	1
225	CSC II - FONDLING - FORCE	5
226	CSC IV - FONDLING - FORCE	1
310	ROBBERY WITH FIREARM	7
318	ROBBERY WITH OTHER WEAPON	1
320	ROBBERY - STRONG-ARM	8
410	ASSAULT WITH A FIREARM	13
430	ASSAULT - OTHER WEAPON	40
440	ASSAULT WITH HANDS - FISTS - FEET	22
450	ASSAULT AND BATTERY	203
460	INTIMIDATION / THREAT	8
462	AGGRAVATED STALKING - FELONY	6
463	AGGRAVATED STALKING - MISDEMEANOR	5
499	ASSAULT (ALL OTHER)	9
510	BURGLARY - HOME INVASION - 1ST DEGREE	79
512	BURGLARY - FORCE - NON-RESIDENTIAL	22
521	BURGLARY - NO FORCE - RESIDENTIAL	13
610	PICKPOCKET	1
620	PURSE SNATCHING	2
633	RETAIL FRAUD I - SHOPLIFTING OVER \$1000 - FELONY	9
634	RETAIL FRAUD II - SHOPLIFTING UNDER \$1000 - MISDEM	10
635	LARCENY OF GAS - SELF-SERVE	1
636	RETAIL FRAUD III MISD	18
643	LARCENY FROM VEHICLE - B&E (INCLUDES W/DAMAGE - 750.356 A-B)	63
653	OF VEHICLE PARTS / ACCESSORIES - B&E	19
670	IN A BUILDING	42
680	FROM COIN MACHINE	2
699	LARCENY - ALL OTHER	48
710	AUTOMOBILE (CAR) THEFT	17
799	ALL OTHER VEHICLE	2
1020	FORGERY - CHECKS (alter / copy / imitate & pass as genuine)	1
1040	COUNTERFEITING - ALL	9
1112	BAD CHECKS	1
1115	FRAUD - CREDIT CARD / AUTO TELLER MACHINE- (ATM) / FINANCIAL TRANS. DEVICE USE	22
1122	LARCENY BY CONVERSION	2
1134	DEFRAUD HOTEL/RESTAURANT	2
1155	FALSE STATEMENTS (FINANCIAL CONDITION)	1
1164	IMPERSONATE OTHER	1

Incident Summary Report

Report Description

Timeframe : From 2013-01-01 00:00:00 To 2013-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A

Offense Class Code	Offense Class Description	Count
1165	IDENTITY THEFT	16
1168	WIRE - PHONE - COMPUTER	1
1174	RETAIL FRAUD I - MISREPRESENT PRICE	1
1176	RETAIL FRAUD II - MISREPRESENT PRICE	2
1177	RETAIL FRAUD III (MISRP PRICE)	3
1180	RETAIL FRAUD II - REFUND / EXCHANGE	2
1199	ALL OTHER	20
1210	EMBEZZLEMENT	4
1330	STOLEN PROPERTY - RECEIVING / CONCEALING / POSSESSING	5
1340	STOLEN AUTO - REPORTED BY OTHER JURIS	4
1350	STOLEN PROPERTY - CHOP SHOP - OWN / OPERATE / CONDUCT	2
1360	STOLEN PROPERTY - POSSESS STOLEN VEHICLE W/INTENT TO DEFRAUD	1
1410	MDOP - MALICIOUS DESTRUCTION OF PROPERTY	92
1506	CONCEALED WEAPONS - ALL OTHER	3
1513	EXPLOSIVES - STORAGE / LICENSING / TRANSPORT	1
1599	ALL OTHER VIOLATIONS	2
1610	PROSTITUTION AND VICE	1
1718	PEEPING TOM	1
1775	PORNOGRAPHY - OBSCENE MATERIAL	1
1813	CRACK COCAINE - SALE / MANUFACTURE	1
1814	CRACK COCAINE - USE / POSSESS	2
1815	COCAINE - SALE / MANUFACTURE	1
1816	COCAINE - USE / POSSESS	4
1820	MARIJUANA - SALE / MANUFACTURE	3
1821	MARIJUANA - USE / POSSESS	22
1833	HEROIN - SALE / MANUFACTURE	3
1834	HEROIN - USE / POSSESS	4
1843	HALLUCINOGEN - USE / POSSESS	1
1853	OTHER NARCOTIC - USE / POSSESS	18
1875	NARCOTIC EQUIPMENT / DEVICE VIOLATIONS	6
2020	NEGLECT OF CHILD	2
2022	CRUELTY / NEGLECT - OTHER	10
2115	OUI LIQUOR - includes per se	13
2116	SECOND OFFENSE	4
2117	THIRD OFFENSE	1
2125	OUI DRUGS	10
2220	SELL OR FURNISH TO UNDERAGE OR TO JUVENILE	1
2223	JUVENILE (16 & UNDER) USE / CONSUME / POSSESS ON ANY PROPERTY	1
2226	JUVENILE (16 & UNDER) CONSUME INTOXICANTS IN MOTOR VEHICLE	1
2299	ALL OTHER VIOLATIONS	1
2305	FLEEING/ELUDING FELONY	2
2315	CONTEMPT OF COURT - BENCH WARRANT - FTCJ	9
2316	PROBATION VIOLATION	2

Incident Summary Report

Report Description

Timeframe : From 2013-01-01 00:00:00 To 2013-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A

Offense Class Code	Offense Class Description	Count
2318	PAROLE VIOLATION	1
2319	SEX OFFENDER REGISTRATION VIOLATION	1
2395	ESCAPE / FLIGHT - OTHER	2
2397	OBSTRUCT JUSTICE - OTHER	5
2399	OBSTRUCT POLICE - OTHER	7
2405	DISORDERLY CONDUCT	15
2410	DISTURB THE PEACE	1
2440	PUBLIC NUISANCE	3
2441	PUBLIC DRUNKENNESS	1
2454	CURFEW VIOLATION	1
2499	DISORDERLY - ALL OTHER	1
2551	FALSE FIRE ALARM	1
2560	TRESPASS	1
2599	ALL OTHER	1
2612	DRUGS - ADULTERATED (TAMPERED WITH)	3
2688	DOG LAW VIOLATIONS	4
2689	ANIMALS AT LARGE	1
2691	CONSERVATION LAWS	2
2780	LOCAL ORDINANCES - OPEN FOR ANY	1
2785	LOCAL ORDINANCES - OPEN FOR ANY	2
2820	RUNAWAY	35
2821	RECOVERED RUNAWAY	4
2822	LOST / MISSING JUVENILE	3
2825	INCORRIGIBILITY	6
2832	MISCELLANEOUS SCHOOL COMPLAINT	1
2840	MALICIOUS MISCHIEF	13
2855	JUVENILE TRANSPORT	1
2899	ALL OTHER	85
2922	FAIL TO STOP AND I.D. ACCIDENT	1
2925	RECKLESS DRIVING	3
2931	OPS LICENSE SUSPENDED / REVOKED	9
2934	VEHICLE INSURANCE - NONE / EXPIRED	1
2935	DWLS 2ND	17
2936	OPS - NEVER ACQUIRED	1
2999	ALL OTHER	53
3010	FELONY	16
3020	MISDEMEANOR	106
3030	TRAFFIC	1
3040	FELONY - O/JURIS	16
3050	MISDEMEANOR - O/JURIS	41
3070	CIVIL / FRIEND OF THE COURT	3
3104	ACC, ANGLE	1
3105	ACC, REAR END	3

Incident Summary Report

Report Description

Timeframe : From 2013-01-01 00:00:00 To 2013-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A

Offense Class Code	Offense Class Description	Count
3107	ACC, REAR END-RIGHT TURN	1
3108	ACC, SIDESWIPE-SAME	2
3113	ACC, INJURY TYPE B	2
3114	ACC, INJURY TYPE C	1
3145	TRAFFIC CRASHES - PROPERTY DAMAGE	197
3146	PROPERTY DAMAGE - HBD	1
3148	MOTOR VEHICLE - ANIMAL	1
3150	PROPERTY DAMAGE - H & R	50
3155	PERSONAL INJURY	32
3158	PEDESTRIAN - PERSONAL INJURY	2
3165	FATAL	2
3170	PRIVATE PROPERTY	19
3171	PRIVATE PROPERTY - PERSONAL INJURY	1
3175	PRIVATE PROPERTY - H & R	11
3199	ACCIDENTS (ALL OTHER)	1
3205	SUDDEN DEATH - NATURAL	11
3208	DEATH INVESTIGATION - CAUSE UNKNOWN	10
3215	SUICIDE - ADULT	11
3217	ATTEMPT SUICIDE - ADULT	3
3219	SUICIDE JUVENILE	1
3221	ATTEMPT SUICIDE - JUVENILE	1
3225	OVERDOSE - DRUGS	8
3250	MENTAL	64
3262	HOSPICE DEATH	2
3299	WELFARE CHECK	116
3309	LIQUOR INSPECTION	1
3310	FAMILY TROUBLE	266
3311	CUSTOMER TROUBLE	16
3312	NEIGHBORHOOD TROUBLE	98
3313	CONFISCATED PROPERTY	1
3314	MISSING PERSONS	5
3316	LOST PROPERTY	8
3318	FOUND PROPERTY	24
3319	FOUND BICYCLE	2
3324	SUSPICIOUS CIRCUMSTANCES	458
3326	SUSPICIOUS VEHICLES	60
3328	SUSPICIOUS PERSONS	393
3330	ASSIST OTHER LAW ENFORCEMENT AGENCY	116
3331	ASSIST MEDICAL	259
3332	ASSIST FIRE DEPT	43
3333	ASSIST MOTORIST	107
3334	ASSIST OTHER GOVT AGENCY	19
3335	ASSIST CITIZEN - PUSH BUMPER	1

Incident Summary Report

Report Description

Timeframe : From 2013-01-01 00:00:00 To 2013-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A

Offense Class Code	Offense Class Description	Count
3336	ASSIST CITIZEN	503
3337	ASSIST CITIZEN - VEH LOCKOUT	4
3344	RECOVERED STOLEN VEHICLE - OTHER JURISDICTION	1
3345	ACCIDENTAL PROPERTY DAMAGE	4
3351	CIVIL - LANDLORD / TENANT	98
3352	CIVIL - VEHICLE TAKEN WITHOUT PERMISSION	1
3354	CIVIL - FAIL TO RETURN BORROWED VEHICLE	2
3355	CIVIL MATTER - OTHER	130
3391	EMPLOYEE TROUBLE	1
3399	ALL OTHER	47
3480	SCUBA EQUIPMENT MAINTENANCE	1
3501	OPEN GENERIC	112
3503	OPEN GENERIC	6
3505	OPEN GENERIC	8
3507	OPEN GENERIC	3
3508	OPEN GENERIC	55
3509	OPEN GENERIC	373
3511	OPEN GENERIC	35
3523	OPEN GENERIC	79
3524	OPEN GENERIC	10
3525	OPEN GENERIC	2
3529	OPEN GENERIC	9
3531	OPEN GENERIC	2
3535	OPEN GENERIC	3
3540	OPEN GENERIC	3
3573	OPEN GENERIC	1
3596	OPEN GENERIC	20
3597	OPEN GENERIC	599
3599	OPEN GENERIC	26
3702	ROAD HAZARD	70
3704	ABANDONED AUTO	60
3706	VEHICLE IMPOUND	6
3707	VEHICLE RELEASE	1
3708	PRIVATE IMPOUND	82
3710	VEHICLE OFF ROADWAY - CID	1
3714	ATV COMPLAINT	4
3720	MOTORCYCLE COMPLAINT	5
3728	PARKING COMPLAINT	121
3730	TRAFFIC MISCELLANEOUS A COMPLAINT	2,123
3732	TRAFFIC MISCELLANEOUS B COMPLAINT	4
3740	PROPERTY DAMAGE ACCIDENT - NO UD10	1
3750	AIRCRAFT ACCIDENT	1
3760	COMMERCIAL VEHICLE INSPECTION	2

Incident Summary Report

Report Description

Timeframe : From 2013-01-01 00:00:00 To 2013-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A

Offense Class Code	Offense Class Description	Count
3799	TRAFFIC MISC	19
3802	ANIMAL PATROL	2
3803	ANIMAL - BARKING DOG	13
3804	ANIMAL COMPLAINT	155
3808	ANIMAL BITE / SCRATCH	29
3812	ANIMAL PICK-UP - ALIVE	10
3902	BURGLARY ALARM	461
3904	OPEN	15
3906	ROBBERY	3
3907	PANIC ALARM	70
3910	VEHICLE	2
3999	ALARMS ALL OTHER	5
4020	RADAR	11
4035	HIT AND RUN	1
4041	SPEEDING	2
4046	DISOBEY STOP SIGN	1
4049	IMPROPER LANE USAGE	1
4054	FAIL TO STOP FOR SCHOOL BUS	3
4062	IMPROPER USE OF LIGHTS	1
4067	ALLOW UNLICENSED DRIVER TO DRIVE	1
4071	PEDESTRIAN IN ROADWAY	1
4099	OTHER	1
4105	EQUIPMENT	6
4205	HANDICAPPED	6
4211	FIRE LANE	2
4222	ABANDONED MOTOR VEHICLE	5
4299	PARKING CITATIONS - OTHER	1
4307	DROVE WITH EXPIRED OPERATORS LICENSE	1
4598	MISCELLANEOUS - TTTT	21
4599	MISCELLANEOUS - UUUU	4
4925	COMMERCIAL VEHICLE - WARNING	1
5015	DWELLING - SINGLE FAMILY	1
5170	FALSE CALL I / I / C / F	8
6012	TRAFFIC CONTROL	8
6018	VEHICLE INSPECTIONS	5
6019		1
6065	MISCELLANEOUS DETAILS	172
6088	POLICE TRAINING	22
6199	OTHER	136
6310	K-9 TRACKING	10
6501	INSPECTION	65
6507	PATROL	33
6605	SERVE WARRANT / SUBPOENA	2

Incident Summary Report

Report Description

Timeframe : From 2013-01-01 00:00:00 To 2013-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A

Offense Class Code	Offense Class Description	Count
6701	FOLLOW-UP INVEST - FIELD	12
9999	FREE PATROL	2
Grand Total:		9,865

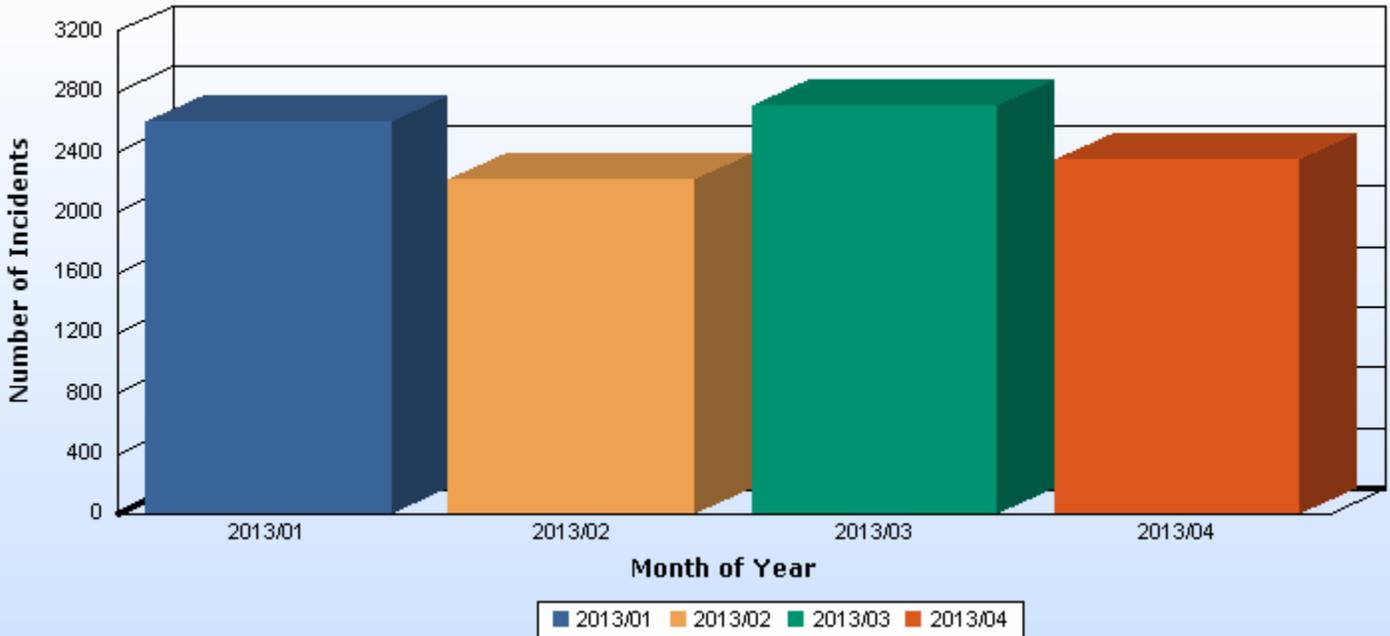
Number of Incidents by Month

Report Description

Timeframe : From 2013-01-01 00:00:00 To 2013-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A



Month of Year	Count
January, 2013	2,594
February, 2013	2,223
March, 2013	2,701
April, 2013	2,347
Total	9,865

Incident Summary Report

Report Description

Timeframe : From 2012-01-01 00:00:00 To 2012-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A

Offense Class Code	Offense Class Description	Count
210	CSC I - PENETRATION - P/V - FORCE	17
215	CSC I - SODOMY - O/A - FORCE	1
220	CSC I - WITH OBJECT - FORCE	1
225	CSC II - FONDLING - FORCE	8
226	CSC IV - FONDLING - FORCE	7
310	ROBBERY WITH FIREARM	2
318	ROBBERY WITH OTHER WEAPON	4
320	ROBBERY - STRONG-ARM	10
410	ASSAULT WITH A FIREARM	9
430	ASSAULT - OTHER WEAPON	25
440	ASSAULT WITH HANDS - FISTS - FEET	8
441	FLEEING RES IN ASSAULT	1
450	ASSAULT AND BATTERY	139
460	INTIMIDATION / THREAT	4
462	AGGRAVATED STALKING - FELONY	4
463	AGGRAVATED STALKING - MISDEMEANOR	1
499	ASSAULT (ALL OTHER)	3
510	BURGLARY - HOME INVASION - 1ST DEGREE	147
512	BURGLARY - FORCE - NON-RESIDENTIAL	16
521	BURGLARY - NO FORCE - RESIDENTIAL	6
522	BURGLARY - NO FORCE - NON-RESIDENTIAL	1
610	PICKPOCKET	1
620	PURSE SNATCHING	2
633	RETAIL FRAUD I - SHOPLIFTING OVER \$1000 - FELONY	20
634	RETAIL FRAUD II - SHOPLIFTING UNDER \$1000 - MISDEM	3
635	LARCENY OF GAS - SELF-SERVE	2
636	RETAIL FRAUD III MISD	10
643	LARCENY FROM VEHICLE - B&E (INCLUDES W/DAMAGE - 750.356 A-B)	37
653	OF VEHICLE PARTS / ACCESSORIES - B&E	6
670	IN A BUILDING	38
699	LARCENY - ALL OTHER	35
710	AUTOMOBILE (CAR) THEFT	26
799	ALL OTHER VEHICLE	1
810	ARSON	4
1020	FORGERY - CHECKS (alter / copy / imitate & pass as genuine)	2
1040	COUNTERFEITING - ALL	4
1112	BAD CHECKS	5
1115	FRAUD - CREDIT CARD / AUTO TELLER MACHINE- (ATM) / FINANCIAL TRANS. DEVICE USE	7
1134	DEFRAUD HOTEL/RESTAURANT	1
1160	OBTAIN MONEY - FALSE PRETENSES	1
1165	IDENTITY THEFT	22
1180	RETAIL FRAUD II - REFUND / EXCHANGE	1
1199	ALL OTHER	35

Incident Summary Report

Report Description

Timeframe : From 2012-01-01 00:00:00 To 2012-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A

Offense Class Code	Offense Class Description	Count
1210	EMBEZZLEMENT	7
1330	STOLEN PROPERTY - RECEIVING / CONCEALING / POSSESSING	2
1340	STOLEN AUTO - REPORTED BY OTHER JURIS	6
1350	STOLEN PROPERTY - CHOP SHOP - OWN / OPERATE / CONDUCT	1
1410	MDOP - MALICIOUS DESTRUCTION OF PROPERTY	85
1506	CONCEALED WEAPONS - ALL OTHER	5
1518	RECKLESS USE AND DISCHARGE OF WEAPON	1
1599	ALL OTHER VIOLATIONS	3
1610	PROSTITUTION AND VICE	17
1699	COMMERCIAL SEX - OTHER	11
1720	INDECENT EXPOSURE	3
1813	CRACK COCAINE - SALE / MANUFACTURE	1
1814	CRACK COCAINE - USE / POSSESS	1
1815	COCAINE - SALE / MANUFACTURE	4
1816	COCAINE - USE / POSSESS	3
1820	MARIJUANA - SALE / MANUFACTURE	3
1821	MARIJUANA - USE / POSSESS	16
1833	HEROIN - SALE / MANUFACTURE	8
1834	HEROIN - USE / POSSESS	3
1836	ECSTASY - POSSESS	1
1853	OTHER NARCOTIC - USE / POSSESS	16
1872	FRAUDULENT PROCUREMENT / PRESCRIPTION - NARCOTIC	1
1875	NARCOTIC EQUIPMENT / DEVICE VIOLATIONS	2
2020	NEGLECT OF CHILD	5
2022	CRUELTY / NEGLECT - OTHER	4
2115	OUI LIQUOR - includes per se	8
2116	SECOND OFFENSE	1
2117	THIRD OFFENSE	2
2125	OUI DRUGS	2
2220	SELL OR FURNISH TO UNDERAGE OR TO JUVENILE	4
2235	LIQUOR ESTABLISHMENT VIOLATION (LCC VIOLATION)	1
2311	FILE FALSE POLICE REPORT	2
2312	PERJURY	1
2314	CONTEMPT OF COURT - BENCH WARRANT - FTA	1
2315	CONTEMPT OF COURT - BENCH WARRANT - FTCJ	10
2316	PROBATION VIOLATION	4
2319	SEX OFFENDER REGISTRATION VIOLATION	1
2321	SOR FAIL TO COMPLY	2
2397	OBSTRUCT JUSTICE - OTHER	7
2399	OBSTRUCT POLICE - OTHER	6
2405	DISORDERLY CONDUCT	4
2410	DISTURB THE PEACE	6
2440	PUBLIC NUISANCE	1

Incident Summary Report

Report Description

Timeframe : From 2012-01-01 00:00:00 To 2012-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A

Offense Class Code	Offense Class Description	Count
2443	OBSCENE TELEPHONE CALLS	1
2535	UNLAWFUL ENTRY - NO INTENT	1
2560	TRESPASS	2
2612	DRUGS - ADULTERATED (TAMPERED WITH)	4
2688	DOG LAW VIOLATIONS	1
2689	ANIMALS AT LARGE	1
2705	LOCAL ORDINANCES - ANIMAL CONTROL ORDINANCES	1
2785	LOCAL ORDINANCES - OPEN FOR ANY	1
2820	RUNAWAY	22
2821	RECOVERED RUNAWAY	3
2822	LOST / MISSING JUVENILE	4
2825	INCORRIGIBILITY	10
2832	MISCELLANEOUS SCHOOL COMPLAINT	1
2840	MALICIOUS MISCHIEF	36
2845	SAFETY VIOLATIONS	2
2855	JUVENILE TRANSPORT	1
2899	ALL OTHER	95
2921	FELONIOUS DRIVING	1
2922	FAIL TO STOP AND I.D. ACCIDENT	2
2923	FAIL TO REPORT ACCIDENT	1
2925	RECKLESS DRIVING	1
2931	OPS LICENSE SUSPENDED / REVOKED	17
2933	VEHICLE REGISTRATION - IMPROPER / EXPIRED	2
2934	VEHICLE INSURANCE - NONE / EXPIRED	5
2935	DWLS 2ND	7
2936	OPS - NEVER ACQUIRED	1
2999	ALL OTHER	6
3010	FELONY	18
3020	MISDEMEANOR	139
3030	TRAFFIC	1
3040	FELONY - O/JURIS	11
3045	EXTRADITION	1
3050	MISDEMEANOR - O/JURIS	48
3070	CIVIL / FRIEND OF THE COURT	12
3104	ACC, ANGLE	1
3105	ACC, REAR END	2
3113	ACC, INJURY TYPE B	1
3114	ACC, INJURY TYPE C	3
3115	ACC, INJURY TYPE O	1
3145	TRAFFIC CRASHES - PROPERTY DAMAGE	206
3146	PROPERTY DAMAGE - HBD	1
3148	MOTOR VEHICLE - ANIMAL	1
3150	PROPERTY DAMAGE - H & R	66

Incident Summary Report

Report Description

Timeframe : From 2012-01-01 00:00:00 To 2012-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A

Offense Class Code	Offense Class Description	Count
3155	PERSONAL INJURY	33
3170	PRIVATE PROPERTY	20
3175	PRIVATE PROPERTY - H & R	10
3199	ACCIDENTS (ALL OTHER)	2
3205	SUDDEN DEATH - NATURAL	9
3208	DEATH INVESTIGATION - CAUSE UNKNOWN	10
3215	SUICIDE - ADULT	15
3217	ATTEMPT SUICIDE - ADULT	3
3218	IN CUSTODY-ATTEMPT SUICIDE ADULT	1
3219	SUICIDE JUVENILE	1
3225	OVERDOSE - DRUGS	6
3245	SICK CARED FOR	1
3250	MENTAL	77
3299	WELFARE CHECK	124
3309	LIQUOR INSPECTION	5
3310	FAMILY TROUBLE	391
3311	CUSTOMER TROUBLE	69
3312	NEIGHBORHOOD TROUBLE	138
3314	MISSING PERSONS	12
3316	LOST PROPERTY	17
3318	FOUND PROPERTY	17
3319	FOUND BICYCLE	1
3324	SUSPICIOUS CIRCUMSTANCES	584
3326	SUSPICIOUS VEHICLES	83
3328	SUSPICIOUS PERSONS	540
3330	ASSIST OTHER LAW ENFORCEMENT AGENCY	100
3331	ASSIST MEDICAL	268
3332	ASSIST FIRE DEPT	37
3333	ASSIST MOTORIST	77
3334	ASSIST OTHER GOVT AGENCY	7
3335	ASSIST CITIZEN - PUSH BUMPER	1
3336	ASSIST CITIZEN	811
3337	ASSIST CITIZEN - VEH LOCKOUT	4
3338	ARREST ASSIST - OTHER AGENCY	2
3344	RECOVERED STOLEN VEHICLE - OTHER JURISDICTION	3
3345	ACCIDENTAL PROPERTY DAMAGE	7
3346	STORM DAMAGE	1
3351	CIVIL - LANDLORD / TENANT	143
3352	CIVIL - VEHICLE TAKEN WITHOUT PERMISSION	5
3354	CIVIL - FAIL TO RETURN BORROWED VEHICLE	4
3355	CIVIL MATTER - OTHER	104
3399	ALL OTHER	5
3469	WATER - ANIMAL COMPLAINT	1

Incident Summary Report

Report Description

Timeframe : From 2012-01-01 00:00:00 To 2012-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A

Offense Class Code	Offense Class Description	Count
3480	SCUBA EQUIPMENT MAINTENANCE	3
3501	OPEN GENERIC	162
3502	OPEN GENERIC	1
3503	OPEN GENERIC	1
3504	OPEN GENERIC	1
3505	OPEN GENERIC	6
3508	OPEN GENERIC	32
3509	OPEN GENERIC	462
3511	OPEN GENERIC	58
3523	OPEN GENERIC	413
3524	OPEN GENERIC	14
3525	OPEN GENERIC	2
3526	OPEN GENERIC	1
3529	OPEN GENERIC	11
3531	OPEN GENERIC	5
3573	OPEN GENERIC	1
3580	OPEN GENERIC	2
3596	OPEN GENERIC	29
3597	OPEN GENERIC	16
3599	OPEN GENERIC	42
3702	ROAD HAZARD	92
3704	ABANDONED AUTO	58
3706	VEHICLE IMPOUND	7
3708	PRIVATE IMPOUND	119
3710	VEHICLE OFF ROADWAY - CID	3
3714	ATV COMPLAINT	2
3728	PARKING COMPLAINT	51
3730	TRAFFIC MISCELLANEOUS A COMPLAINT	13
3740	PROPERTY DAMAGE ACCIDENT - NO UD10	2
3799	TRAFFIC MISC	15
3802	ANIMAL PATROL	2
3803	ANIMAL - BARKING DOG	19
3804	ANIMAL COMPLAINT	221
3808	ANIMAL BITE / SCRATCH	52
3812	ANIMAL PICK-UP - ALIVE	25
3902	BURGLARY ALARM	538
3904	OPEN	30
3906	ROBBERY	4
3907	PANIC ALARM	49
3910	VEHICLE	3
3999	ALARMS ALL OTHER	19
4035	HIT AND RUN	1
4037	FAIL TO REPORT ACCIDENT	1

Incident Summary Report

Report Description

Timeframe : From 2012-01-01 00:00:00 To 2012-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A

Offense Class Code	Offense Class Description	Count
4054	FAIL TO STOP FOR SCHOOL BUS	5
4205	HANDICAPPED	4
4222	ABANDONED MOTOR VEHICLE	7
4310	LICENSE / TITLE / REGISTRATION	1
4598	MISCELLANEOUS - TTTT	7
4599	MISCELLANEOUS - UUUU	3
5015	DWELLING - SINGLE FAMILY	2
5016	DWELLING - MULTIPLE FAMILY	2
5170	FALSE CALL I / I / C / F	8
6003	P.B.T. ALCOHOL	1
6012	TRAFFIC CONTROL	5
6018	VEHICLE INSPECTIONS	7
6065	MISCELLANEOUS DETAILS	102
6088	POLICE TRAINING	28
6199	OTHER	208
6310	K-9 TRACKING	18
6501	INSPECTION	36
6507	PATROL	56
6701	FOLLOW-UP INVEST - FIELD	6
9999	FREE PATROL	12
Grand Total:		8,545

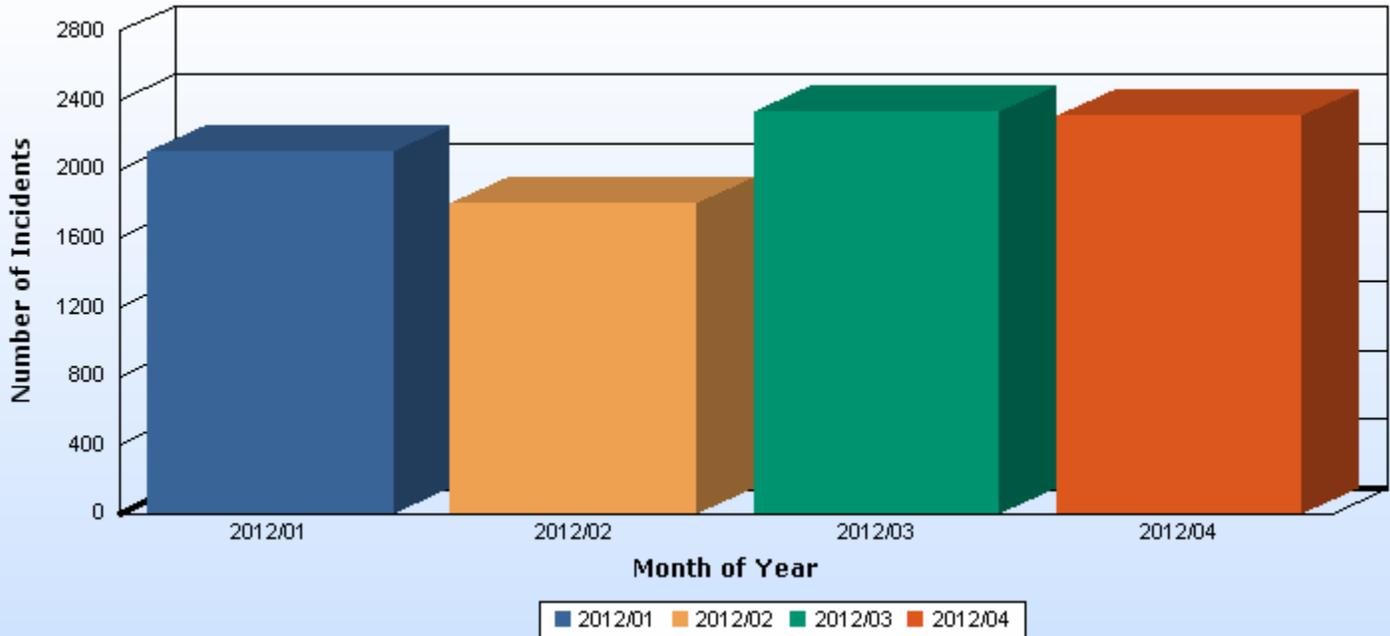
Number of Incidents by Month

Report Description

Timeframe : From 2012-01-01 00:00:00 To 2012-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A



Month of Year	Count
January, 2012	2,105
February, 2012	1,801
March, 2012	2,330
April, 2012	2,309
Total	8,545

Incident Summary Report

Report Description

Timeframe : From 2013-04-01 00:00:00 To 2013-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A

Offense Class Code	Offense Class Description	Count
210	CSC I - PENETRATION - P/V - FORCE	1
212	CSC III - PENETRATION - P/V - FORCE	1
215	CSC I - SODOMY - O/A - FORCE	1
225	CSC II - FONDLING - FORCE	1
310	ROBBERY WITH FIREARM	4
320	ROBBERY - STRONG-ARM	3
410	ASSAULT WITH A FIREARM	5
430	ASSAULT - OTHER WEAPON	11
440	ASSAULT WITH HANDS - FISTS - FEET	7
450	ASSAULT AND BATTERY	52
460	INTIMIDATION / THREAT	3
462	AGGRAVATED STALKING - FELONY	2
463	AGGRAVATED STALKING - MISDEMEANOR	3
499	ASSAULT (ALL OTHER)	2
510	BURGLARY - HOME INVASION - 1ST DEGREE	13
512	BURGLARY - FORCE - NON-RESIDENTIAL	3
521	BURGLARY - NO FORCE - RESIDENTIAL	2
620	PURSE SNATCHING	1
633	RETAIL FRAUD I - SHOPLIFTING OVER \$1000 - FELONY	1
634	RETAIL FRAUD II - SHOPLIFTING UNDER \$1000 - MISDEM	3
635	LARCENY OF GAS - SELF-SERVE	1
636	RETAIL FRAUD III MISD	5
643	LARCENY FROM VEHICLE - B&E (INCLUDES W/DAMAGE - 750.356 A-B)	18
653	OF VEHICLE PARTS / ACCESSORIES - B&E	7
670	IN A BUILDING	9
699	LARCENY - ALL OTHER	14
710	AUTOMOBILE (CAR) THEFT	6
799	ALL OTHER VEHICLE	1
1040	COUNTERFEITING - ALL	1
1115	FRAUD - CREDIT CARD / AUTO TELLER MACHINE- (ATM) / FINANCIAL TRANS. DEVICE USE	7
1164	IMPERSONATE OTHER	1
1165	IDENTITY THEFT	6
1180	RETAIL FRAUD II - REFUND / EXCHANGE	1
1199	ALL OTHER	4
1210	EMBEZZLEMENT	1
1330	STOLEN PROPERTY - RECEIVING / CONCEALING / POSSESSING	1
1410	MDOP - MALICIOUS DESTRUCTION OF PROPERTY	30
1506	CONCEALED WEAPONS - ALL OTHER	1
1599	ALL OTHER VIOLATIONS	2
1775	PORNOGRAPHY - OBSCENE MATERIAL	1
1814	CRACK COCAINE - USE / POSSESS	1
1816	COCAINE - USE / POSSESS	1
1820	MARIJUANA - SALE / MANUFACTURE	1

Incident Summary Report

Report Description

Timeframe : From 2013-04-01 00:00:00 To 2013-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A

Offense Class Code	Offense Class Description	Count
1821	MARIJUANA - USE / POSSESS	6
1834	HEROIN - USE / POSSESS	1
1853	OTHER NARCOTIC - USE / POSSESS	1
2020	NEGLECT OF CHILD	1
2115	OUI LIQUOR - includes per se	1
2116	SECOND OFFENSE	1
2125	OUI DRUGS	3
2315	CONTEMPT OF COURT - BENCH WARRANT - FTCJ	5
2316	PROBATION VIOLATION	1
2395	ESCAPE / FLIGHT - OTHER	1
2405	DISORDERLY CONDUCT	2
2410	DISTURB THE PEACE	1
2499	DISORDERLY - ALL OTHER	1
2612	DRUGS - ADULTERATED (TAMPERED WITH)	1
2688	DOG LAW VIOLATIONS	1
2689	ANIMALS AT LARGE	1
2691	CONSERVATION LAWS	1
2780	LOCAL ORDINANCES - OPEN FOR ANY	1
2785	LOCAL ORDINANCES - OPEN FOR ANY	1
2820	RUNAWAY	3
2822	LOST / MISSING JUVENILE	2
2825	INCORRIGIBILITY	1
2840	MALICIOUS MISCHIEF	4
2899	ALL OTHER	24
2925	RECKLESS DRIVING	1
2931	OPS LICENSE SUSPENDED / REVOKED	3
2935	DWLS 2ND	4
2936	OPS - NEVER ACQUIRED	1
2999	ALL OTHER	21
3010	FELONY	7
3020	MISDEMEANOR	21
3040	FELONY - O/JURIS	4
3050	MISDEMEANOR - O/JURIS	10
3104	ACC, ANGLE	1
3108	ACC, SIDESWIPE-SAME	1
3145	TRAFFIC CRASHES - PROPERTY DAMAGE	43
3150	PROPERTY DAMAGE - H & R	7
3155	PERSONAL INJURY	8
3165	FATAL	1
3170	PRIVATE PROPERTY	3
3171	PRIVATE PROPERTY - PERSONAL INJURY	1
3175	PRIVATE PROPERTY - H & R	5
3205	SUDDEN DEATH - NATURAL	3

Incident Summary Report

Report Description

Timeframe : From 2013-04-01 00:00:00 To 2013-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A

Offense Class Code	Offense Class Description	Count
3208	DEATH INVESTIGATION - CAUSE UNKNOWN	2
3215	SUICIDE - ADULT	2
3219	SUICIDE JUVENILE	1
3225	OVERDOSE - DRUGS	3
3250	MENTAL	15
3299	WELFARE CHECK	38
3310	FAMILY TROUBLE	63
3311	CUSTOMER TROUBLE	5
3312	NEIGHBORHOOD TROUBLE	25
3316	LOST PROPERTY	2
3318	FOUND PROPERTY	6
3319	FOUND BICYCLE	1
3324	SUSPICIOUS CIRCUMSTANCES	118
3326	SUSPICIOUS VEHICLES	20
3328	SUSPICIOUS PERSONS	106
3330	ASSIST OTHER LAW ENFORCEMENT AGENCY	29
3331	ASSIST MEDICAL	56
3332	ASSIST FIRE DEPT	9
3333	ASSIST MOTORIST	23
3334	ASSIST OTHER GOVT AGENCY	6
3336	ASSIST CITIZEN	138
3337	ASSIST CITIZEN - VEH LOCKOUT	1
3351	CIVIL - LANDLORD / TENANT	19
3354	CIVIL - FAIL TO RETURN BORROWED VEHICLE	1
3355	CIVIL MATTER - OTHER	37
3399	ALL OTHER	24
3501	OPEN GENERIC	32
3503	OPEN GENERIC	1
3505	OPEN GENERIC	1
3508	OPEN GENERIC	20
3509	OPEN GENERIC	110
3511	OPEN GENERIC	9
3523	OPEN GENERIC	16
3524	OPEN GENERIC	5
3529	OPEN GENERIC	2
3540	OPEN GENERIC	3
3573	OPEN GENERIC	1
3596	OPEN GENERIC	3
3597	OPEN GENERIC	120
3599	OPEN GENERIC	9
3702	ROAD HAZARD	16
3704	ABANDONED AUTO	15
3708	PRIVATE IMPOUND	11

Incident Summary Report

Report Description

Timeframe : From 2013-04-01 00:00:00 To 2013-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A

Offense Class Code	Offense Class Description	Count
3714	ATV COMPLAINT	1
3728	PARKING COMPLAINT	26
3730	TRAFFIC MISCELLANEOUS A COMPLAINT	459
3799	TRAFFIC MISC	7
3802	ANIMAL PATROL	1
3803	ANIMAL - BARKING DOG	6
3804	ANIMAL COMPLAINT	46
3808	ANIMAL BITE / SCRATCH	7
3812	ANIMAL PICK-UP - ALIVE	3
3902	BURGLARY ALARM	95
3904	OPEN	1
3907	PANIC ALARM	9
3910	VEHICLE	2
3999	ALARMS ALL OTHER	1
4020	RADAR	2
4035	HIT AND RUN	1
4067	ALLOW UNLICENSED DRIVER TO DRIVE	1
4105	EQUIPMENT	4
4598	MISCELLANEOUS - TTTT	2
5170	FALSE CALL I / I / C / F	3
6012	TRAFFIC CONTROL	3
6018	VEHICLE INSPECTIONS	1
6019		1
6065	MISCELLANEOUS DETAILS	30
6088	POLICE TRAINING	1
6199	OTHER	38
6310	K-9 TRACKING	3
6501	INSPECTION	9
6507	PATROL	8
6701	FOLLOW-UP INVEST - FIELD	3
Grand Total:		2,347

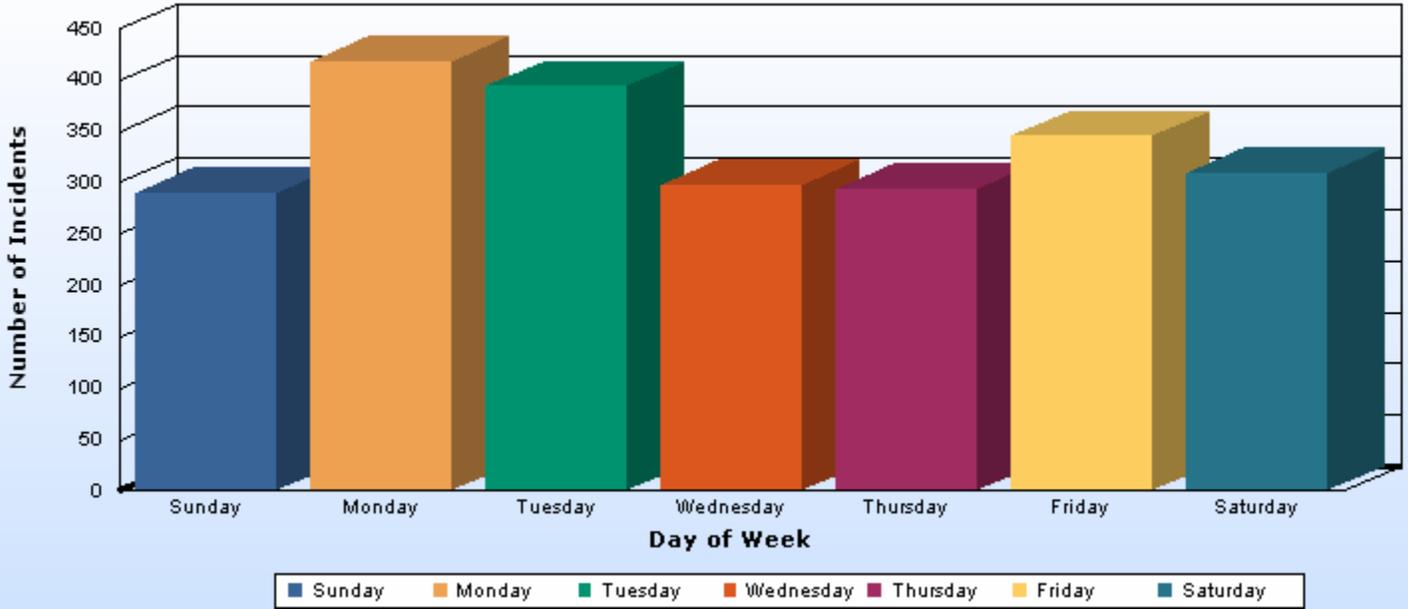
Number of Incidents by Day

Report Description

Timeframe : From 2013-04-01 00:00:00 To 2013-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A



Day of Week	Count
Sunday	290
Monday	418
Tuesday	393
Wednesday	298
Thursday	294
Friday	345
Saturday	309

Total 2,347

Incident Summary Report

Report Description

Timeframe : From 2012-04-01 00:00:00 To 2012-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A

Offense Class Code	Offense Class Description	Count
210	CSC I - PENETRATION - P/V - FORCE	2
225	CSC II - FONDLING - FORCE	1
226	CSC IV - FONDLING - FORCE	4
310	ROBBERY WITH FIREARM	1
318	ROBBERY WITH OTHER WEAPON	1
320	ROBBERY - STRONG-ARM	2
410	ASSAULT WITH A FIREARM	3
430	ASSAULT - OTHER WEAPON	5
440	ASSAULT WITH HANDS - FISTS - FEET	2
450	ASSAULT AND BATTERY	32
460	INTIMIDATION / THREAT	3
462	AGGRAVATED STALKING - FELONY	2
499	ASSAULT (ALL OTHER)	2
510	BURGLARY - HOME INVASION - 1ST DEGREE	36
512	BURGLARY - FORCE - NON-RESIDENTIAL	6
521	BURGLARY - NO FORCE - RESIDENTIAL	2
633	RETAIL FRAUD I - SHOPLIFTING OVER \$1000 - FELONY	4
634	RETAIL FRAUD II - SHOPLIFTING UNDER \$1000 - MISDEM	1
636	RETAIL FRAUD III MISD	1
643	LARCENY FROM VEHICLE - B&E (INCLUDES W/DAMAGE - 750.356 A-B)	9
670	IN A BUILDING	5
699	LARCENY - ALL OTHER	6
710	AUTOMOBILE (CAR) THEFT	6
799	ALL OTHER VEHICLE	1
810	ARSON	3
1112	BAD CHECKS	1
1115	FRAUD - CREDIT CARD / AUTO TELLER MACHINE- (ATM) / FINANCIAL TRANS. DEVICE USE	2
1160	OBTAIN MONEY - FALSE PRETENSES	1
1165	IDENTITY THEFT	5
1199	ALL OTHER	10
1210	EMBEZZLEMENT	2
1330	STOLEN PROPERTY - RECEIVING / CONCEALING / POSSESSING	1
1340	STOLEN AUTO - REPORTED BY OTHER JURIS	1
1410	MDOP - MALICIOUS DESTRUCTION OF PROPERTY	25
1506	CONCEALED WEAPONS - ALL OTHER	1
1599	ALL OTHER VIOLATIONS	2
1610	PROSTITUTION AND VICE	7
1699	COMMERCIAL SEX - OTHER	8
1815	COCAINE - SALE / MANUFACTURE	1
1816	COCAINE - USE / POSSESS	1
1821	MARIJUANA - USE / POSSESS	5
1853	OTHER NARCOTIC - USE / POSSESS	6
2115	OUI LIQUOR - includes per se	2

Incident Summary Report

Report Description

Timeframe : From 2012-04-01 00:00:00 To 2012-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A

Offense Class Code	Offense Class Description	Count
2117	THIRD OFFENSE	1
2125	OUI DRUGS	1
2220	SELL OR FURNISH TO UNDERAGE OR TO JUVENILE	4
2311	FILE FALSE POLICE REPORT	1
2314	CONTEMPT OF COURT - BENCH WARRANT - FTA	1
2315	CONTEMPT OF COURT - BENCH WARRANT - FTCJ	2
2316	PROBATION VIOLATION	1
2399	OBSTRUCT POLICE - OTHER	2
2410	DISTURB THE PEACE	2
2440	PUBLIC NUISANCE	1
2560	TRESPASS	1
2820	RUNAWAY	8
2821	RECOVERED RUNAWAY	1
2825	INCORRIGIBILITY	4
2840	MALICIOUS MISCHIEF	9
2899	ALL OTHER	37
2922	FAIL TO STOP AND I.D. ACCIDENT	1
2931	OPS LICENSE SUSPENDED / REVOKED	8
2934	VEHICLE INSURANCE - NONE / EXPIRED	1
2935	DWLS 2ND	1
3010	FELONY	5
3020	MISDEMEANOR	31
3030	TRAFFIC	1
3040	FELONY - O/JURIS	1
3045	EXTRADITION	1
3050	MISDEMEANOR - O/JURIS	19
3070	CIVIL / FRIEND OF THE COURT	3
3104	ACC, ANGLE	1
3114	ACC, INJURY TYPE C	2
3145	TRAFFIC CRASHES - PROPERTY DAMAGE	47
3150	PROPERTY DAMAGE - H & R	14
3155	PERSONAL INJURY	8
3170	PRIVATE PROPERTY	7
3175	PRIVATE PROPERTY - H & R	2
3205	SUDDEN DEATH - NATURAL	2
3208	DEATH INVESTIGATION - CAUSE UNKNOWN	2
3215	SUICIDE - ADULT	6
3225	OVERDOSE - DRUGS	1
3250	MENTAL	17
3299	WELFARE CHECK	30
3309	LIQUOR INSPECTION	2
3310	FAMILY TROUBLE	103
3311	CUSTOMER TROUBLE	16

Incident Summary Report

Report Description

Timeframe : From 2012-04-01 00:00:00 To 2012-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A

Offense Class Code	Offense Class Description	Count
3312	NEIGHBORHOOD TROUBLE	46
3314	MISSING PERSONS	1
3316	LOST PROPERTY	5
3318	FOUND PROPERTY	1
3319	FOUND BICYCLE	1
3324	SUSPICIOUS CIRCUMSTANCES	174
3326	SUSPICIOUS VEHICLES	22
3328	SUSPICIOUS PERSONS	148
3330	ASSIST OTHER LAW ENFORCEMENT AGENCY	36
3331	ASSIST MEDICAL	59
3332	ASSIST FIRE DEPT	13
3333	ASSIST MOTORIST	12
3334	ASSIST OTHER GOVT AGENCY	2
3336	ASSIST CITIZEN	218
3337	ASSIST CITIZEN - VEH LOCKOUT	3
3345	ACCIDENTAL PROPERTY DAMAGE	1
3351	CIVIL - LANDLORD / TENANT	35
3354	CIVIL - FAIL TO RETURN BORROWED VEHICLE	1
3355	CIVIL MATTER - OTHER	32
3399	ALL OTHER	2
3480	SCUBA EQUIPMENT MAINTENANCE	2
3501	OPEN GENERIC	33
3503	OPEN GENERIC	1
3508	OPEN GENERIC	7
3509	OPEN GENERIC	121
3511	OPEN GENERIC	23
3523	OPEN GENERIC	84
3524	OPEN GENERIC	5
3529	OPEN GENERIC	2
3531	OPEN GENERIC	1
3580	OPEN GENERIC	1
3596	OPEN GENERIC	2
3597	OPEN GENERIC	7
3599	OPEN GENERIC	15
3702	ROAD HAZARD	22
3704	ABANDONED AUTO	12
3706	VEHICLE IMPOUND	3
3708	PRIVATE IMPOUND	31
3714	ATV COMPLAINT	1
3728	PARKING COMPLAINT	12
3730	TRAFFIC MISCELLANEOUS A COMPLAINT	1
3799	TRAFFIC MISC	4
3802	ANIMAL PATROL	1

Incident Summary Report

Report Description

Timeframe : From 2012-04-01 00:00:00 To 2012-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A

Offense Class Code	Offense Class Description	Count
3803	ANIMAL - BARKING DOG	6
3804	ANIMAL COMPLAINT	60
3808	ANIMAL BITE / SCRATCH	16
3812	ANIMAL PICK-UP - ALIVE	5
3902	BURGLARY ALARM	131
3904	OPEN	5
3906	ROBBERY	3
3907	PANIC ALARM	16
3999	ALARMS ALL OTHER	7
4054	FAIL TO STOP FOR SCHOOL BUS	1
4222	ABANDONED MOTOR VEHICLE	1
4310	LICENSE / TITLE / REGISTRATION	1
5015	DWELLING - SINGLE FAMILY	2
5016	DWELLING - MULTIPLE FAMILY	2
5170	FALSE CALL I / I / C / F	4
6012	TRAFFIC CONTROL	1
6018	VEHICLE INSPECTIONS	1
6065	MISCELLANEOUS DETAILS	67
6088	POLICE TRAINING	6
6199	OTHER	54
6310	K-9 TRACKING	5
6501	INSPECTION	11
6507	PATROL	11
6701	FOLLOW-UP INVEST - FIELD	2
9999	FREE PATROL	7
Grand Total:		2,257

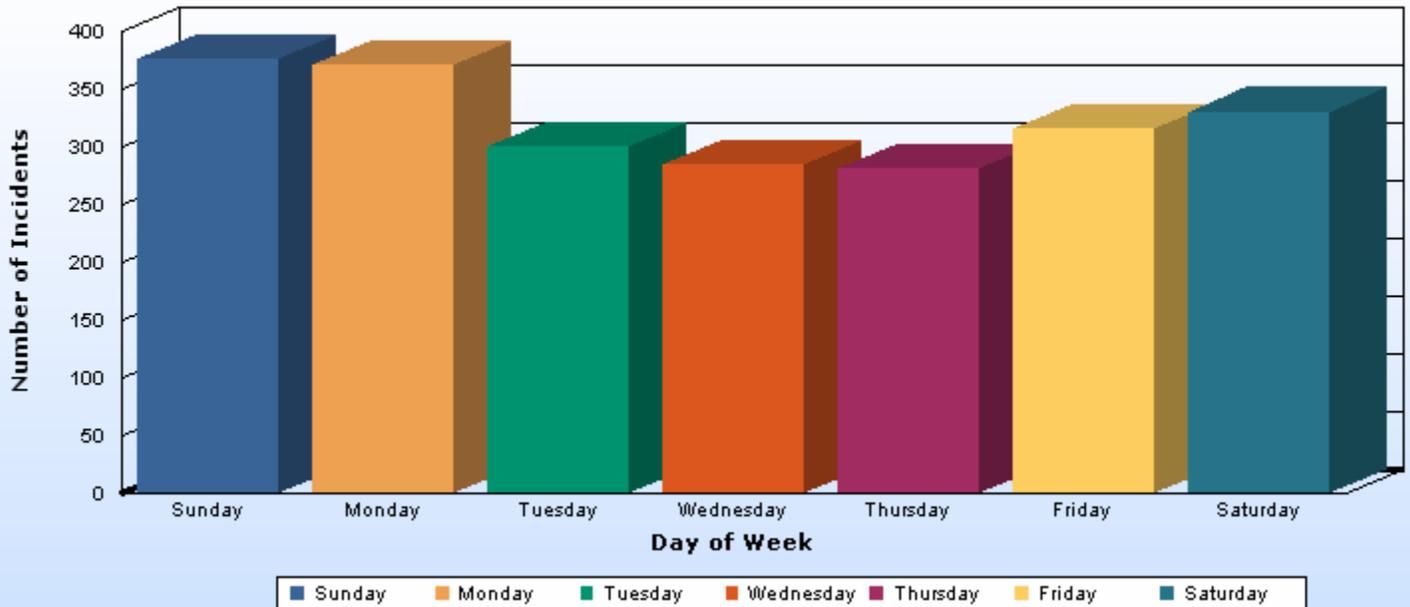
Number of Incidents by Day

Report Description

Timeframe : From 2012-04-01 00:00:00 To 2012-04-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A



Day of Week	Count
Sunday	376
Monday	371
Tuesday	300
Wednesday	284
Thursday	281
Friday	315
Saturday	330

Total 2,257



Washtenaw County Sheriff's Activity Log

05/17/2013

Activity Log Area Summary Report

2:58 PM

Area: Ypsilanti Twp.
Date Range: 1/1/2013 - 4/30/2013

CSO/ACO/Support Staff Log	Total Administrative Duty:	356 for a total of	17645 minutes
	Total Briefing:	1 for a total of	60 minutes
	Total Follow Up:	32 for a total of	990 minutes
	Total Proactive Patrol:	138 for a total of	5220 minutes
	Total Self-Initiated Activity:	3 for a total of	50 minutes
	Total Service Request:	155 for a total of	7900 minutes
	Total Service Request Assist:	2 for a total of	110 minutes
	Total # of Activities:	687 for a total of	31975 minutes
Deputy Log	Total Administrative Duty:	3276 for a total of	77549 minutes
	Total Briefing:	2083 for a total of	45911 minutes
	Total Court (Regular Time):	104 for a total of	11515 minutes
	Total Court (Overtime):	151 for a total of	21345 minutes
	Total Community Relations:	207 for a total of	5612 minutes
	Total Court Off-Duty:	110 for a total of	15805 minutes
	Total Deputy Join Shift:	510 for a total of	55 minutes
	Total Deputy Left Shift:	509 for a total of	0 minutes
	Total Follow Up:	2640 for a total of	140354 minutes
	Total Out of Service:	633 for a total of	1081 minutes
	Total Property Check:	313 for a total of	5778 minutes
	Total Proactive Patrol:	5915 for a total of	117836 minutes
	Total Special Contact:	2 for a total of	20 minutes
	Total Special Detail:	577 for a total of	58797 minutes
	Total Selective Enforcement:	2224 for a total of	49147 minutes
	Total Self-Initiated Activity:	600 for a total of	53064 minutes
	Total Service Request:	6239 for a total of	294481 minutes
	Total Service Request Assist:	1631 for a total of	54953 minutes
	Total Training:	76 for a total of	19060 minutes
	Total Traffic Stop:	2830 for a total of	40464 minutes
Total Other:	129 for a total of	4820 minutes	
Total # of Activities:	30759 for a total of	1017647 minutes	
Detective Log	Total Administrative Duty:	36 for a total of	6225 minutes
	Total Briefing:	7 for a total of	405 minutes
	Total Court (Regular Time):	32 for a total of	6510 minutes
	Total Court (Overtime):	8 for a total of	1140 minutes
	Total Follow Up:	712 for a total of	144063 minutes

Detective Log	Total Out of Service:	1 for a total of	60 minutes
	Total Proactive Patrol:	3 for a total of	85 minutes
	Total Special Detail:	3 for a total of	990 minutes
	Total Selective Enforcement:	4 for a total of	80 minutes
	Total Self-Initiated Activity:	1 for a total of	180 minutes
	Total Service Request:	28 for a total of	6095 minutes
	Total Service Request Assist:	2 for a total of	105 minutes
	Total Traffic Stop:	2 for a total of	20 minutes
	Total Other:	2 for a total of	50 minutes
	Total # of Activities:	841 for a total of	166008 minutes
General Fund Patrol	Total Administrative Duty:	20 for a total of	685 minutes
	Total Briefing:	6 for a total of	145 minutes
	Total Court (Regular Time):	1 for a total of	90 minutes
	Total Court (Overtime):	1 for a total of	120 minutes
	Total Deputy Join Shift:	1 for a total of	0 minutes
	Total Deputy Left Shift:	1 for a total of	0 minutes
	Total Follow Up:	21 for a total of	840 minutes
	Total Out of Service:	2 for a total of	20 minutes
	Total Proactive Patrol:	52 for a total of	840 minutes
	Total Selective Enforcement:	5 for a total of	105 minutes
	Total Self-Initiated Activity:	1 for a total of	30 minutes
	Total Service Request:	16 for a total of	1000 minutes
	Total Service Request Assist:	7 for a total of	455 minutes
	Total Training:	1 for a total of	105 minutes
	Total Traffic Stop:	15 for a total of	245 minutes
	Total Other:	2 for a total of	25 minutes
Total # of Activities:	152 for a total of	4705 minutes	
Secondary Road Patrol Log	Total Administrative Duty:	3 for a total of	125 minutes
	Total Court (Regular Time):	5 for a total of	390 minutes
	Total Community Relations:	1 for a total of	5 minutes
	Total Follow Up:	33 for a total of	1670 minutes
	Total Proactive Patrol:	27 for a total of	415 minutes
	Total Special Detail:	6 for a total of	175 minutes
	Total Selective Enforcement:	7 for a total of	205 minutes
	Total Service Request:	37 for a total of	2610 minutes
	Total Service Request Assist:	4 for a total of	120 minutes
	Total Traffic Stop:	27 for a total of	350 minutes
	Total # of Activities:	150 for a total of	6065 minutes
Supervisor Log	Total Administrative Duty:	1490 for a total of	100635 minutes
	Total Briefing:	385 for a total of	7435 minutes

Supervisor Log	Total Court (Regular Time):	2 for a total of	345 minutes
	Total Community Relations:	78 for a total of	1610 minutes
	Total Court Off-Duty:	3 for a total of	510 minutes
	Total Follow Up:	73 for a total of	8545 minutes
	Total Out of Service:	3 for a total of	0 minutes
	Total Property Check:	11 for a total of	210 minutes
	Total Proactive Patrol:	561 for a total of	14145 minutes
	Total Special Contact:	9 for a total of	1140 minutes
	Total Special Detail:	17 for a total of	2055 minutes
	Total Selective Enforcement:	116 for a total of	2380 minutes
	Total Self-Initiated Activity:	87 for a total of	2095 minutes
	Total Service Request:	122 for a total of	5600 minutes
	Total Service Request Assist:	411 for a total of	15465 minutes
	Total Training:	11 for a total of	1100 minutes
	Total Traffic Stop:	30 for a total of	600 minutes
Total # of Activities:	3409 for a total of	163870 minutes	
	Total Ypsilanti Twp.: 35998 for a total of	1390270 minutes (23171 hours 10 minutes)	



Washtenaw County Sheriff's Activity Log

Activity Log Summary Report by Deputy Join

05/17/2013

2:58 PM

Area: Ypsilanti Twp.

Date Range: 1/1/2013 - 4/30/2013

**Deputy Log 529
Logs**

Total Administrative Duty:	662	for a total of	14269 minutes
Total Briefing:	577	for a total of	13370 minutes
Total Court (Regular Time):	2	for a total of	450 minutes
Total Court (Overtime):	7	for a total of	960 minutes
Total Community Relations:	64	for a total of	625 minutes
Total Deputy Join Shift:	513	for a total of	55 minutes
Total Deputy Left Shift:	513	for a total of	0 minutes
Total Follow Up:	644	for a total of	28946 minutes
Total Out of Service:	99	for a total of	295 minutes
Total Property Check:	92	for a total of	1398 minutes
Total Proactive Patrol:	2186	for a total of	43757 minutes
Total Special Contact:	1	for a total of	10 minutes
Total Special Detail:	141	for a total of	14855 minutes
Total Selective Enforcement:	772	for a total of	15240 minutes
Total Self-Initiated Activity:	156	for a total of	7517 minutes
Total Service Request:	1617	for a total of	61228 minutes
Total Service Request Assist:	442	for a total of	13493 minutes
Total Training:	10	for a total of	1100 minutes
Total Traffic Stop:	999	for a total of	14112 minutes
Total Other:	36	for a total of	1660 minutes

Ypsilanti Twp. Totals: 9533 for a total of 233340 minutes (3889 hours 0 minutes)

**General Fund Patrol
4 Logs**

Total Administrative Duty:	3	for a total of	160 minutes
Total Briefing:	2	for a total of	60 minutes
Total Deputy Join Shift:	1	for a total of	0 minutes
Total Deputy Left Shift:	1	for a total of	0 minutes
Total Out of Service:	1	for a total of	0 minutes
Total Proactive Patrol:	4	for a total of	115 minutes
Total Selective Enforcement:	1	for a total of	15 minutes
Total Service Request Assist:	1	for a total of	20 minutes
Total Traffic Stop:	9	for a total of	145 minutes

Ypsilanti Twp. Totals: 23 for a total of 515 minutes (8 hours 35 minutes)

Ypsilanti Twp. Totals: 9556 for a total of 233855 minutes (3897 hours 35 minutes)

Charter Township of Ypsilanti Recreation Department

2013 Monthly Report: March – May

“Creating Community through People, Parks and Programs”

March, April and May were very busy months for the Recreation Department. Registrations were steady while customer inquiries by phone and email seem to be growing. Traffic throughout the center has not declined at all, and actually seems to be growing. Many of the programs we offer are either at last year’s levels while others have experienced growth. Unfortunately some programs were canceled. Room rentals are also going strong.

Behind the scenes, staff has been working hard coordinating spring and summer programs, and hiring & training staff & volunteers for the summer. We also spent a lot of time setting up and using a new “E-Blast Newsletter” through Constant Contact. This service has enabled us to market professionally through the internet with an attractive and informational electronic newsletter which includes graphics and links to our website. Our launch date was in March and has been received very well by the public. Work has also begun on the fall brochure.

Another area we have been working hard on is reinventing our department. In the past few months we have lost our building attendants to other jobs. In addition, our Dance Coordinator decided to leave us after the birth of her fourth child. We lost another Dance Instructor who is moving out of state and our two Pre-School and Special Event Instructors have decided to retire after many years of service. These losses leave many voids in our current program offerings. Staff has absorbed programs that they do not have expertise in.

Rather than try to replace all of these employees and offer the same programs, we have decided (as a team) to reinvent ourselves for the future. We are looking at all aspects of what (and how) we currently do things as well as what we offer. We believe this is a great opportunity to investigate current trends and new programming ideas. It will also give us an opportunity to analyze our strengths and weaknesses. We currently have employees doing things they are not trained to do (out of necessity). Our goal is to get everyone working at what they do best and hire new employees to work in areas they are strong in. We hope to develop a recommendation to present in July or August.

As always, this report highlights the many **“Benefits”** of the programs and services that were offered during the months of January & February. The importance of what we do is better understood by measuring the “benefits & outcomes” as a result of what we do.

Finally, we will continue to research and implement the nationwide trend of **“Placemaking”** and the important roll parks and recreation has within the community making it a destination place for new residents and businesses. We understand that the two largest generations in our Nation’s history, the “Millennials” and “Baby Boomers” are looking for a sense of place to call home. In most instances, they choose place first, then work. These generations and businesses look for communities that have quality parks, recreational opportunities, quality schools, convenient shopping and ease of transportation (including non-motorized) when relocating. We will continue to provide quality of life programs, services and facilities to accommodate the current and future needs of our community.

1. Partnerships, Sponsorships, Donations & Grants:

- Our **partnership with our local Buffalo Wild Wings seems to be winding down.** Although we still have the potential use of their establishment for meetings and catering services, the receipt for cash program has slowed down considerably. We plan on meeting with their management team to come up with other promotional items we both can benefit from. They still continue to sponsor our adult racquetball leagues.
- We continue to join forces with **MRPA, Palace Entertainment, the Detroit Red Wings and the Detroit Zoo** to be able to offer on-line discount tickets to their venues including sporting events, shows and concerts. We have had some success so far and believe this service will grow as more find out about it. We do get a small commission for every ticket sold.
- We have an agreement with **Cedar Point** to sell discount tickets this summer. We will be getting a commission from them. We are also selling **Elvisfest** tickets again and receive a commission.
- The Tax season once again brought over 150 seniors into our center to get their taxes filled. This is a **free tax service provided by the Catholic Social Services.**
- Tuesday April 9th: The “50 & Beyond” Program partnered with **Project Healthy Living and Channel 7** to offer free to low cost health screenings. This is a state wide program and is sponsored by Channel 7 & Quest Health Care. About 80-100 people took advantage of this service.
- Our **County lunch program** served over 800 seniors in March, 869 in April & 829 in May. This lunch is more than a meal it is a social outlet. The regular attenders look out for each other. If someone isn't at lunch and they haven't called their friends come tell us to make sure nothing is wrong. All of our regular activities are like this they take care of one another.
- The **Enhance Fitness** is the only physical fitness class that continues through the summer. The partnership with the **National Kidney Foundation** is going well
- We continue to offer, on the first Thursday of every month, the **Focus Hope** food distribution. Seniors come to the community center and register with Focus Hope and receive several boxes of staple foods. Again we are one of the largest sites for our county. Our numbers are averaging 200 families a month.
- Senior centers or older adult programs are the front line of prevention. The biggest threat to our local and state governments is chronic conditions of the older population. This is why we offer reference and referrals. From calling referral agencies for them to just being there to listen our members know that we care and that we are here for them. We continue to refer these senior to the following agencies: Area Agency on Aging, Catholic Social Services, Help source, Neighborhood Senior Services, Home Instead, Washtenaw County Senior Services, Superior Woods Healthcare Center, All State Homecare, Regency Health Care Center, & Marion.
- The Recreation Department continues to partner with **the National Alliance for Youth Sports (NAYS) Start Smart** programs. We completed a session of Start Smart Basketball and are taking registrations for the next sessions of Start Smart Baseball and Start Smart Golf which will start later this spring/summer.

- Our Ypsilanti Township Softball programs are preparing for the upcoming season as a member of the **Michigan Amateur Softball Association (MASA)**. Many of our teams are sponsored by local merchants and churches.
- Okinawan Karate Clubs (OKC) provides teachers for our Karate and Little Ninjas programs.
- We held a “town hall” meeting with a representative of the **United States Tennis Association (USTA)** and members of the community in April at the Community Center.
- Our Track and Field Program is practicing at the Willow Run High School for the MRPA Hershey’s Track & Field Games that takes place in June at the Holt High School Track.

2. Marketing and Promotion:

- We worked hard on developing the 2013 Spring/Summer edition of “Discover Ypsilanti Township.” This issue will be 40 pages and will hit the streets in mid-March. We have expanded many program offerings and will offset costs with the use of additional volunteers and donations.
- We continue to send out **e-blasts** to target audiences for several of our programs. Although the system we use is not the best, it is a method of promotion that has helped us increase our exposure and registrations. We will be implementing a professional E-Newsletter in March through Constant Contact.
- Work has already begun on our fall/winter edition of our “Discover Ypsilanti Township” publication. It is planned to hit the streets in early August.
- Our “**Facebook**” page for the recreation department remains to be popular and continues to grow. This has become a strong marketing tool for us as it allows greater interaction with staff and our community. **The popularity of “Social Networking”** is surpassing printed media and even email. We promote many of our programs and services on our Facebook page. The community can post comments and photographs on the site and share their experiences with everyone. We are working hard to build our “Fan” base on the site. Lisa Garrett & Lynda McCrystal has stepped up to keep our Facebook site current.
- **Word of Mouth Promotion** – We are finding that the vast majority of our patrons who participate in our programs value the benefits so much that they are telling their friends and neighbors about us. We continue to get new customers.
- We have been contacting players, parents and coaches from prior seasons for our upcoming baseball, softball and soccer programs that have registrations due in March and April.

3. Reference and Referral

- Senior centers or older adult programs are the front line of prevention. The biggest threat to our local and state government is chronic conditions of the older population. This is why we offer reference and referrals. From calling referral agencies for them to just being there to listen our members know that we care and that we are here for them. We continue to refer these senior to the following agencies: Area Agency on Aging, Catholic Social Services, Help source, Neighborhood Senior Services, Home Instead, Washtenaw County Senior Services, Superior Woods Healthcare Center, All State Homecare, Regency Health Care Center, & Marion Manor.

- We get very busy and find it difficult to write down every time we help a member but rest assured that it is on a daily basis in one way or another. From calling referral agencies for them to just being there to listen our members know that we care and that we are here for them.
- Our families invite friends, classmates and neighbors to join our programs. We also respond to public inquiries about our recreation programs made by phone, email, or during public meetings.
- We also respond to public inquiries about our recreation programs made by phone, email, or during public meetings.
- We receive dozens of email inquiries each week regarding which program to register for, what we offer or simply to inquire about registering on line.
- Parents routinely drop by the Community center to talk about the activities we offer and what programs they can register for.

4. Community Collaboration and Outreach:

- On the first Thursday of every month we continue to host the **Focus Hope food distribution**. Seniors come to the community center and register with Focus Hope and receive several boxes of staple foods. We continue to be one of the largest sites for our county. Our numbers are averaging close to 200 families per month.
- We continue to collaborate with **Willow Run Community Schools** for gym space for our youth basketball program. We use the Willow Run Middle school gym for all our youth basketball practices and games.
- We are also planning for other agencies to use our outdoor facilities during the spring and summer months.
- **Michigan Blue Jays baseball** is planning to schedule 10 U and 12 U baseball practices at Community Center this spring and summer.
- The Recreation Department and the **Play at the Cage Baseball Club** are working on a possible long term rental agreement to use the Community Center fields. Currently the Play at the Cage Baseball Club's Michigan Blue Jays travel baseball teams practice on Tuesdays, Wednesdays and Thursdays at the Community Center fields. Play at the Cage has operated an indoor facility over the last seven years in Ypsilanti Township. They are currently located on James L Hart Parkway. The Play at the Cage hosted 24 tournament games the weekend of April 20 and 21 at the Community Center fields. They added another tournament the weekend of June 1 and 2 at Ford Heritage Park playing 22 games.
- The **Ypsilanti Township Church Softball League** plans to play their games at the Community Center Fields on Saturdays this summer. The league offers Men's and Women's leagues.
- Many other teams and organizations continue to call our fields and courts home. The Ypsilanti Lincoln Soccer Club practices and plays their home games at Ford Heritage Park. National Heritage Academy has made Ford Heritage Park the home field for both Fortis and East Arbor soccer games. National Little League baseball and softball play at the Harris Road Park and hold player registration at the Community Center. Several AAU and community basketball teams hold practices at the Community Center Gym.

5. Collaboration with other Departments:

- Joe Lawson continues to assist with the Lakeside Park project. His valued expertise has helped us make sure we follow township policy, codes and requirements so we do not make mistakes. This will save us time, energy and money in the long run. Joe is also providing support for the revision of the parks & recreation master plan. Our goal is to have this plan compliment the Township's over all master plan.
- We are continuing to work on the new Township website with Computer Support by organizing the content that will be available on the site.
- Outdoor activities began in April. We worked with Parks and Grounds to schedule our upcoming maintenance needs.
- We coordinate with custodial staff for ongoing program needs in the Community Center gym and class rooms.

6. Health & Wellness:

- We are finishing up this session of many of the fitness classes. The Yoga, exercises classes, line dancing, and Tai Chi. These classes are free to our member and provide a healthy outlet for physically activity. The program is paid for by grant money through the college. This partnership saves our staff time and money on instructors. These types of classes are also what the younger senior is looking for.
- The "**Mileage Club**": This program will reward any member that participates in any of our physical fitness programs, which includes: Walking, Exercise Classes & Dance Classes. First they set their individual goal with one of our staff and then they log their time or miles depending on the activity. We have these cute little plastic people charms in 10 colors that they will earn throughout the program. Each participant will get a small chain to put the little people on. It can be attached to their keys or belt loop. If they complete their goal they will get a small blue shoe charm. They are currently challenged to walk 2013 miles as a team.
- We continue to offer Yoga, exercises classes, line dancing, and Tai Chi. These classes are free to our "50 & Beyond" members and provide a healthy outlet for physical activity. The program is paid for by grant money through **Washtenaw Community College**. This partnership saves our staff time and money on instructors. These types of classes are also what the younger senior is looking for.
- The **National Kidney Foundation** continues to use our gym to offer their Enhanced Fitness class. It runs Mon-Wed-Fri and services about 30 seniors each day. This class has proven to be a great addition to our program.
- Many of the fitness exercise classes for older adults take a break for the summer but we still have the exercise bikes that a grant purchased.

7. Provide Recreational Experiences:

A. "50 & Beyond" Programs & Services

- Membership renewals continue to increase. Our membership has increased by over 180 since February's report and is currently at 854 registered members.
- Our **St Patrick's Day party** provided fun to about 30 seniors.

- We recognized **Earth Day** this year with a presentation from The Washtenaw Parks on the wetlands in our area. Many of the participants found out about areas they didn't know existed.
- With an early Easter, March was also when we held the Easter Party.
- **AARP** was back with their Driving Safe program in April. This 2 day 6 hour class is designed to help their aging drive understand limitations, new rules, and other tips on making the road safer for them and the other drivers. We had 16 members take the class this time.
- The **Annual Mother's Day brunch** was a great success. Over 110 people attended the catered event. The children from Kids Korner came to play the hand bells and volunteers provided a very entertaining fashion show. The clothing was provided by "The Mix." Brenda Stumbo and Karen Lovejoy Roe volunteered to be models in our show.
- In May we held our **2nd Annual Cultural Diversity Potluck Lunch** where our seniors made a dish to pass based on their cultural. It was a great success. We all were able to taste the different foods and hear a little about the cultures.
- The **Senior Surfers** computer training class continues to be offered at the Whittaker Rd Library. Every month we have 4-10 people enroll in this class. The partnership with the library is great because we cannot offer training on the internet here at the community center.
- We continue to offer literally dozens of programs and services to our "50 & Beyond" members on a daily and weekly basis. We have a strong core of members that participate every day in one or more of our health & fitness classes, our different clubs, in games, travel and in our educational programs.
- **FACT:** By 2017 there will be more Senior's than school age children in Washtenaw county. Our department understands this and will continue to make the adjustments to better this segment of our community.

"50 & Beyond" Classes, Events & Activities in March, April & May:

Red Hat	Bingo	Country Music
TOPS	Acoustic Music	Pinochle
Ceramics	Recycled Card Crafts	Domino Club
Bridge Club	Quilters Club	Foot Nurse Visit
Birthday Celebration	German Club	Lifeline Screening
St. Patrick's Day Party	Corned Beef Dinner	Tax Appointments
Speaker – Hospice	Computer Classes	Scrabble Club
Enhanced Fitness	Pickleball	Dance-R-Size
Tap Dance	Movie Club	Music Makers Band
Tai Chi	Line Dance	Lifetime Fitness
Watercolor Class	Drawing Class	Caesar Windsor
Mahjong Club	Recorder Class	Jewelry Making Club

“50 & Beyond” Trips in March, April & May

Tiger Game	Motor City Casino	Dow Gardens
Cornwell’s Turkeyville	Eastern Market	Firekeepers Casino
Lansing Tour	Comedy Club/Lunch	Ireland
Hollywood Casino	Ceaser’s Casino Windsor	Red Wings
The Cross & the Light/Lunch		
Into the Woods Musical/Lunch		

B. Enrichment & Special Events

- **Summer camps** are all set and ready for registration. This year we have 2 new assistant camp counselors and 2 new lead counselors. We are planning for a successful camp program this summer.
- **Spring Break Camp** – This camp was in April and was a great success. We had 25 children participate. Many parents made comments about how great the camp is and they would really be in a bind without it due to their work schedule.
- Kids Korner finished up their year with the traditional Graduation Picnic in May. They made their hat and painted their shirts and marched to pomp and circumstance and their parents took pictures and some even cried a little. A day they will remember for a long time.
- A **Kids Korner open house** was held in March and Ms. Teresa was in attendance to answer questions about the program. Parents have expressed how helpful this day is when it comes to making their final decision. Unfortunately due to a ruling made by the Department of Human Services we will no longer be able to offer this program as we have in the past.
- The **Easter Bunny Storytelling** happened in March 23. The kids enjoyed stories with the Bunny, played bingo, and hunted for eggs. Over 80 kids participated.
- Our **fall/winter youth dance program** continued to be one of the most popular programs we offer. We have established a strong reputation for quality training at affordable prices. We also have fantastic instructors who represent our department well. Our **Annual Dance Recital** was held the first weekend in May at the Saline Middle School Cafeteria and was a huge success. In addition to the wonderful youth performances, the “50 & Beyond” dancers performed “Thriller” and received a standing ovation. This event was divided into two shows with 43 performances, over 280 dancers, & viewed by over 1,200 spectators.
- Our **summer dance program** is filling fast with over 100 participants registered to date.
- **Tot Time** – This is a free program for parents and toddlers. We designated one of our rooms for this “open play time” activity and have stocked it with a variety of age appropriate toddler toys. Participation in the morning and afternoon remains steady. We are finding that many parents with toddlers that sign up their older siblings are utilizing this room while they wait for their older children to complete the program they are registered for.
- **Guitar Lessons:** Lessons are offered for three year olds – 8th graders. These were group lessons. Students benefit from working as an ensemble and no prior experience is required. We are also providing private lessons which are becoming very popular.

- **Get Rhythm with Em”:** For the younger children we offered a rhythm class which was also a group lesson. The students were encouraged to work together while having fun with music. All types of percussion were introduced. Rhythm activities help improve motor skills, cooperation and sharing.

- **Enrichment Classes, Events & Activities in March, April & May:**

Adult Travel	Kids Korner	Kids Korner Open House
Adult Drawing	Jump-A-Rama Cheer	Jump-A-Rama Gymnastics
Tap Dance for Adults	Rhythm Class	Adult Art Classes
Tot Time	Guitar Classes	Youth Dance (27 classes)
Spring Break Camp	Adult Water Color	Mini Art Masters
Adult Acrylic Painting	Mom to Mom Sale	Boater Safety
Story Time with Easter Bunny		Art Show

C. Sports & Fitness Programs

- Our winter **Adult Racquetball Leagues** ended in May. This season we had 24 players participating in four leagues. They indicated that they are looking forward to the upcoming fall season and are going to ask their friends to join.
- During March, April & May children participated in our **start smart basketball, micro basketball, youth basketball, gymnastics, karate, futsal soccer, pre-school & youth soccer, t-ball, coach pitch & youth baseball programs.**
- **Futsal** is a soccer training program that focuses on technical skills and footwork. Sessions are held in the Community Center Gym. Our futsal program is led by the Vardar (an area soccer club) technical director and coaches.
- **Okinawan Karate Clubs (OKC)** provides teachers for our Karate and Little Ninjas programs
- **Youth Soccer** practices and games began in April. All games are played at Ford Heritage Park. Teams also practice at Ford Heritage Park as well as Ford Lake Park, Burns Park, and Wendell Holmes Park. 446 youth are registered.
- **Youth Baseball** practices began in April and teams opened their seasons on May 20. Games and practices are held at Ford Heritage Park. Teams also practice at Appleridge Park, Wendell Holmes Park, Nancy Park, Lakeview Park, Community Center Park, and Ford Lake Park. 292 youth are registered.
- **Jump-A-Rama Gymnastics** started in May. This program teaches basic gymnastic techniques focusing on body awareness and self-confidence. 36 students registered.

- **Health and Sports/Athletic Programs for March, April & May:**

Little Ninja’s	Okinawan Karate	Jump-A-Rama
Start Smart Baseball	Micro Basketball	Youth Basketball
Futsal Soccer	Pre-School Soccer	Youth Soccer
T-Ball	Coach Pitch	Youth baseball
Racquetball Leagues	Yoga	Adult Tap Dance
Pilates	Adult Coed Softball	

8. Staff/Volunteer Hiring and Development:

- **Volunteers:** Between our youth sports, special events, and our “50 & Beyond” programs, we have recruited and trained **well over 150 volunteers** in the past few months. With the diversity of our program offerings, **well over 1,500 hours** of training, development and supervision has been placed towards volunteers by our management team. Unlike other departments, we depend on volunteers to facilitate many of our programs and spend an enormous amount of time and effort into this. All of this is done in addition to the rest of the responsibilities we have.
- **Support Staff:** Over the past couple of months we have lost key staff in our department. Two of our main Building Attendants have moved on, half of our dance instructors moved on (including our dance coordinator) and both of our pre-school instructors decided to retire after many years of service to our department. These departures also mean a wealth of experience and expertise has left us. The process of replacing these positions will take several months (finding the right people, interviewing, training, etc.). As a department, we will be looking at our total operations to develop a new path for the future. It may mean a new set of program offerings and new positions within the department.
- **Seasonal Staff:** Over the past few months Management has interviewed, hired and trained dozens of seasonal staff including Sports officials, Sport coordinators & instructors, Day Camp Staff, Park Rangers and Park Attendants. Literally hundreds of hours and many days & weeks have been put into this process.
- We keep in contact with our volunteer Soccer and Baseball coaches in preparation for each season, scheduling coaching clinics to begin each new season.
- Our **soccer coaches** are volunteers. We have added 14 new coaches to our soccer staff this season. We also had 6 coaches return to coaching after taking a season or more off. While 22 coaches returned from the fall season. On Average our soccer coaches spend more than 5 hours a week volunteering at the Recreation Department, which includes practices and games. That comes to about 2,000 volunteer hours invested in our soccer programs.
- Our **baseball coaches** are also volunteers. We have added 9 new coaches to our baseball staff this season. We also had 2 coaches return to coaching after taking a season or more off. While 10 coaches returned from the last season. On Average our baseball coaches spend more than 5 hours a week volunteering at the Recreation Department, which includes practices and games. That comes out to over 1,000 volunteer hours invested in our baseball programs.
- Our Youth Soccer, Youth Baseball and Adult Softball programs are officiated by a staff of over 40 sports officials. Meetings and clinics for our soccer and baseball officials were held at Ford Heritage Park and the Community Center in April. These sessions help our part time staff and volunteers continue their education in the sport they are participating in. They learn about developing skills to provide positive support for our players in our Youth Soccer, Pre-School Soccer, Youth Baseball, Coach Pitch and T-Ball programs.

9. Youth Development:

- Our coaches' focus on teaching the fundamentals of the sport with our recreation basketball teams, including team building and having fun. Players are learning the importance of being a team player as well as the value of families playing together and being together.
- No scores or standings are kept for any teams playing in our youth soccer program. No-Score Youth Sports Policies are a growing trend among U.S. youth soccer leagues. US Youth Soccer has recommended a policy of no scoring or standings for its younger programs for years, believing that at such a young age, focus on scoring gets in the way of more important skills development. Coaches and parents can allow the kids to play without too much stress on the outcome of the game. Coaches focus on ball skills, good nutrition and good physical fitness for the age group and that team sports are a long-term developmental process.

10. Park Operations/Development:

- **Lakeside Park Grant** – The contract has been awarded to Cedroni Associates for the park portion of this project. Once we have the pre-construction meeting work can begin. The Boathouse portion of this project does not have an executed contract in place. Contracting Resources has been chosen to do the work pending our Attorney review of the contract. We will be asking for a grant extension for this project (The MDNR Trust Fund Grant expires August 31, 2013). This will not be a problem. We still are hoping the project gets completed this year.
- **2013 Park Operations** – The parks opened the weekend of May 18 & 19 and full operations started Memorial Day Weekend. This year we have four Rangers and eleven Park attendants working the gates.
- **Parks and Recreation Master Plan Update:** Work is slowly progressing on the revision of the parks & recreation master plan. They survey had over 480 respondents which is much higher than anticipated. The results of the survey will be presented to the Park Commission in June. We still an interactive blog for the plan at www.ytownrecreation.com. This site we continually be updated with the progress of the plan. It is also another avenue to provide comments.

11. Recreation “Managing Team” Update:

- The Recreation Department “Managing Team” consists of the three managers and two clerks. We spend many hours each month meeting and working on ways to improve the quality of our services. Considering this has been our goal for the past few years here at the recreation center, it is getting increasingly difficult to find areas to cut without cutting services or programs. We have very talented and dedicated staff that has contributed to the success and growth of our department. Cutting additional support staff and/or cutting program supplies will mean a reduction in what is offered to our residents. Everyone here is doing all that they can to service our community. It would be difficult for current staff to take on additional duties without seeing a drop in services.

- The Recreation Director continues to meet with the Department Clerks on a regular basis. Their input has been very valuable to the operations of the department. Through their efforts we have found better ways to do business while saving time and money. They are a big part of our success.

Respectfully Submitted,

Art Serafinski, CPRP, Recreation Director

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



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MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Jeff Allen, Director of Residential Services

DATE: June 17, 2013

RE: RSD Board Report- May/June 2013

We went through the process in early spring of hiring seasonal employees. We now have 17 seasonal staff and 2 temps in positions that are open from LOA. We are now establishing a pretty good system of keeping up with the mowing and trimming in the parks. Lately, we have received a lot of rain, which combined with the cooler summer temperatures, has the grass growing real fast.

As you are aware, over the past 2 months, we have run the process of getting a new roof for the 14B court. We advertised, held a mandatory pre-bid, conducted a bid opening, interviewed the low bidder and received your approval at the May Board Meeting. We are close to giving the company the go ahead, pending some final bond information that needs the approval of our attorney. We still hope to start work right at the end of June (this month).

I have held numerous meetings at the former state police post with a couple of different companies in relation to getting that building ready for moving the deputies over there. We now have the deed, it may be prudent for us to conduct a baseline environmental assessment (BEA) and or a Phase I or II investigation. This would remove the liability of anything that is unknown in or around that building to mitigate our liability in that case.

I attended the pre-bid meeting for the Lakeside Boathouse project that was held in the pavilion in the park. It was well attended by many different contractors.

I have started our sidewalk survey/repair for the 2013 season. We take calls and web comments about sidewalks that are trip hazards. I go out and investigate and measure and

if it is over 2” it should be addressed. Most of the new subs have their sidewalks covered in their Development Agreement. In these cases it is clearly spelled out that the Homeowner Association is responsible to this work.

We have had a couple repaired to date.

Many of us (including Karen Wallin in HR) attended a MIOSHA training seminar in mid-May down in Monroe. MIOSHA is changing the name and format of the MSDS sheets. They will now be SDS, dropping the name Material. This will make things more uniform everywhere, including foreign countries. We are mandated to train everyone by early December of this new format.

Also related to OSHA, is that we mitigated the hazards that they identified at the dam site operation and the skid steer piece of equipment. Overall, the inspection went very well. They were impressed with our books, training logs and equipment maintenance. We will have to add a rail and fence still at the Hydro Dam as a precaution to keep a worker from accidentally falling into the water while mowing the grass.

I participated in several meetings of the Huron River Watershed Council as well as the Dam Site operators meeting. These meetings have improved the communication already between dam operators, so it has been very helpful. We expect it will save us some money on overtime if we don't have to call in an operator.

Michael Saranen and I worked a lot over the past months with regard to the erosion issue at N. Hydro Park. As you may remember, you approved us going forward on this matter. As I stated at the Board meeting, this will not be conducted until the fall, as the State of Michigan has to have at least 60 day posting for the permit, and if anyone questions it, the State adds 30 days to the process.

Our crews prepped the Civic Center for the Memorial Day Ceremony over that holiday weekend. We purchased new inserts to put in the ground to better hold the flags up. We heard many good things from those that saw the flags lining up along Vietnam Vets Memorial Drive.

Art Serafinski, Karen Wallin and I conducted two days of interviews for the Community Center Building Attendant position that became vacant with a resignation and a transfer that recently occurred. We have one person that has already started and the other is just getting going.

I obtained a couple of training videos from our insurance carrier on lifting and we held a couple different training times for the custodians and maintenance personnel on the proper techniques to lift. It was interesting as it also went into how age, wear and tear and arthritis play factors in back issues.

Travis has a facility software company come in for a demonstration on a new software to replace our current support web system. It appears to have some promising features.

Michael Saranen and I conducted a lake survey on the amounts of milfoil evident in the lake. This is one of the requirements of our dam operation through F.E.R.C.

Last week, we participated in the Re-Imagine Washtenaw Ceremony. We actually had stored the signs all winter for them and we delivered them to the site so they would be visible for the ribbon cutting.

The Hydro Station continues to operate safely and continues to get routine safety inspections and preventive maintenance. Operators had 3 after hour call-ins for the month.

Average precipitation for the May is about 3.3”, this month was below average at 2.4”.

Production Month:	May-2013	
	MWh Estimated	Estimated
	Delivered	Gross
Contract Energy	603.347	\$ 35,651.78
Non Contract Energy	244.288	\$ 5,665.04
Total Energy	847.635	\$ 41,316.82
DTE Administration Charge		\$ 843.40
DTE Rider Charge		\$ 312.00
Total DTE Charges to Ford Lake		\$ 1,155.40
Escrow Agreement		\$ 3,022.77
Total Deductions		\$ 4,178.17
Est. Obligation by DTE to Hydro		\$ 37,138.65

Daily Kw generation are estimates only.

Net electrical generation can be obtained from DTE Statements.

Operation Summary

	May	YTD	2012
Days Online	31	151	337
Generation MWH (estimated)	847.635	4,970.071	7,586.136
Generation lost MWH (estimated)*	64.600	73.838	150.245

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

After Hour Call In

Water levels	3	20	23
Mechanical/Electrical	0	1	5
Other	0	0	1
Totals	3	21	29

Activities:
Ford Lake Dam

Electrical generation for the month was a bit below historical average.

The Department has been working on North Hydro Park project, WQ equipment for the season putting out the safety buoys, cutting grass, general maintenance, Security Compliance.

Regulatory Update:

The FERC is now requiring all significant and high hazard dams to submit a formal Owners Dam Safety Program. This program will have to include all aspects related to the safety of the dam and who responsible to do what. We have to file the ODSP to the FERC for their comment and acceptance. FERC has a big job in reviewing all the submitted programs.

By December 2013 the Township has to file a Sediment and Fish Analysis Report as outlined by the FERC license. We are working with Barr Engineering and Wayne State University to fulfill this requirement.

We are working on updating the Security Plan which includes general plan update along with some small changes.

FERC has required us to enhance the EAP to include high flow procedures. This change has to be completed by December 2013.

Water Quality Summary:

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

Month	Days spilling	Lost KWh*	Lost \$ *	2012
May	14.1	64,600	\$ 3,800	\$ 1,252
June			\$	\$ 3,287
July			\$	\$ 466
August			\$	\$ 0
September			\$	\$ 0
October			\$	\$ 0
Totals		*	*\$	*\$ 5,005

*estimated losses from diverting water away from generators for improving WQ purposes

Sargent Charles Dam and Tyler Dam

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

Stantec Engineering is now working on the Tyler Dam Phase 1 project. The Project report is scheduled to be done in April 2013. Change Order #1 was approved to research property deeds in the close proximity of the dam. It is possible that the airport and Wayne Disposal Landfill may own some of the dam's embankments. A stakeholder meeting was held in March, which was productive. Details on sediment collection are being discussed with MDEQ and the final report may be delayed a month in order to get field work complete.

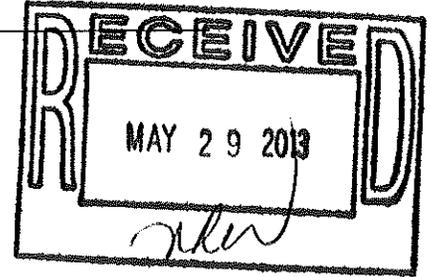
Sargent Charles Dam is schedule for a 5 year inspection by the MDNR, Dam Safety.

WORK SESSION AGENDA
CHARTER TOWNSHIP OF YPSILANTI
MONDAY, JUNE 24, 2013

5:00 P.M.

CIVIC CENTER
BOARD ROOM
7200 S. HURON RIVER DRIVE

1. DISCUSS REQUEST OF SENSITILE TO AMEND IFT AGREEMENT
2. DISCUSS REQUEST OF PASTOR THOMAS FIELDS TO PURCHASE TOWNSHIP PROPERTY LOCATED AT 116 S. HARRIS ROAD
3. REVIEW AGENDA
4. OTHER DISCUSSION



May 28, 2013

VIA FIRST CLASS MAIL

Ms. Karen Lovejoy Roe
Clerk
Ypsilanti Township
7200 S. Huron River Dr.
Ypsilanti, MI 48197

RE: Sensitile Systems, LLC – Application for Industrial Facilities Tax Exemption Certificate
Abatement Term Discussion

Dear Karen:

As you may know, our advisor in the above-referenced matter, Frank Giglio with Diversified Property Solutions, had the opportunity on May 6th to discuss the Proposed Written Agreement (“Agreement”) that is attached to and made part of the Application for Industrial Facilities Tax Exemptions Certificate (“Application”) with Mr. Doug Winters, McLain & Winters. An Agreement of this nature must be signed by both Sensitile and the Township and attached to the Application when submitted to the Michigan State Tax Commission for approval.

For the benefit of the Township Board members not entirely familiar with the specific language of the Agreement, paragraph 2 reads, in pertinent part, as follows:

In the event that **SENSITILE** revokes, cancels or relinquishes the **Certificate** prior to the end of the term of the **Certificate** as approved by the State Tax Commission, or in the event that **SENSITILE** relocates its **Facility** located at 1735 Holmes Rd., Ypsilanti Township, Washtenaw County, Michigan 48198, outside of the **Township** prior to the end of the term of the **Certificate** and such revocation, cancellation, relinquishment or relocation is effectuated without either (a) consent of the **Township**, or (b) approval of the **Township** of a transfer of the **Certificate** by **SENSITILE** to a new owner or lessee of the **Facility**, then in such event, **SENSITILE** shall be obligated to reimburse the **Township** and all other taxing units affected by said abatement, an amount equal to 100% of the amount of property taxes abated pursuant to the issuance of the **Certificate**.

Mr. Giglio has advised us that this language is commonly referred to as a “Clawback Provision”, and this type of language is common in other written agreements he has seen in his 20+ years working with property tax incentives in the State of Michigan and across the country.

In general, Sensitile understands the reason this type of language is included in the Agreement. By approving the Application, the Township is agreeing to reduce the taxes on the new investment being made by Sensitile, and Sensitile is agreeing to make the new investment in the Township and keep the new investment in the Township for the term of the Certificate. Sensitile has signed similar Agreements with the Township in the past

info@sensitile.com phone: 313.872.6314 fax: 313.872.6315 1735 Holmes Road, Ypsilanti, Michigan 48198

without issue. However, with the potential elimination of the personal property tax in Michigan, the language in paragraph 2 has the potential to not reduce the taxes of companies that are investing in the Township, but rather to penalize companies that are investing in the Township. As the Township has been advised by its advisors, the current legislation to eliminate the personal property tax will not affect personal property that is subject to an IFT Certificate. Therefore, it is possible that a company, like Sensitile, that is making new investment in the Township and creating jobs within the Township, could pay more property taxes by obtaining the IFT Certificate than it would if it wouldn't have received the Certificate. Clearly this isn't the intent of either Sensitile or the Township in moving forward with the Application. The intent is to provide an incentive to companies for investing in the Township and creating jobs in the Township, not to penalize companies that are doing so.

As Mr. Winters points out in his letter to Mr. Giglio dated May 6, 2013 (copy attached), the Township Board has the ability to modify the Agreement so it does not penalize companies that are growing and investing in the Township. Sensitile is not suggesting that the Township eliminate paragraph 2 of the Agreement in its entirety. Rather, Sensitile is proposing a modification to paragraph 2 that relates only to the revocation language and only if the vote to eliminate the personal property tax passes in 2014. Sensitile is merely seeking the ability to revoke its Certificate without being subject to the Clawback Provision if, and only if, the vote to eliminate the personal property tax passes in 2014. By not subjecting Sensitile to the Clawback Provision in only this circumstance, Sensitile will not be penalized by having obtained the Certificate, and the balance of the protections afforded the Township in paragraph 2 remain in place.

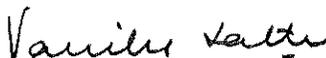
To further this discussion, Sensitile proposes to insert the language included in Attachment #1 to this letter as an additional section to paragraph 2 of the current Agreement. We understand the Township Board will likely want to have this language reviewed by legal counsel to confirm that it has no other consequences other than that intended by the spirit of this discussion.

We understand the Township Board is meeting on Monday, June 24th. Prior to formally appearing before the Board to discuss this matter, Sensitile would like to contact the Board members to discuss this with them and answer any questions they may have. Mr. Giglio will contact your office in the near future to discuss this with you and to understand how best to contact the Board members. If Sensitile is unable to discuss this matter with the Board members prior to the June Board meeting, we will request to be put on the July meeting agenda.

Thank you for your time in this matter,

Respectfully,

SENSITILE SYSTEMS, LLC



Ms. Vanika Lath
Chief Operating Officer

info@sensitile.com phone: 313.872.6314 fax: 313.872.6315 1735 Holmes Road, Ypsilanti, Michigan 48198

Attachment

cc: Ms. Brenda Stumbo, Ypsilanti Township Supervisor
Ms. Jean Hall Currie, Ypsilanti Township Trustee
Mr. Larry Doe, Ypsilanti Township Trustee
Mr. Stan Eldridge, Ypsilanti Township Trustee
Mr. Mike Martin, Ypsilanti Township Trustee
Mr. Scott Martin, Ypsilanti Township Trustee
Mr. Frank Giglio, Diversified Property Solutions LLC

ATTACHMENT #1

**PARAGRAPH 2 TO AGREEMENT
PROPOSED REVISED LANGUAGE**

The following paragraph is typed verbatim from the current **Agreement**. It shall be referenced in the **Agreement** as paragraph **2a**.

In the event that **SENSITILE** revokes, cancels or relinquishes the **Certificate** prior to the end of the term of the **Certificate** as approved by the State Tax Commission, or in the event that **SENSITILE** relocates its **Facility** located at 1735 Holmes Rd., Ypsilanti Township, Washtenaw County, Michigan 48198, outside of the **Township** prior to the end of the term of the **Certificate** and such revocation, cancellation, relinquishment or relocation is effectuated without either (a) consent of the **Township**, or (b) approval of the **Township** of a transfer of the **Certificate** by **SENSITILE** to a new owner or lessee of the **Facility**, then in such event, **SENSITILE** shall be obligated to reimburse the **Township** and all other taxing units affected by said abatement, an amount equal to 100% of the amount of property taxes abated pursuant to the issuance of the **Certificate**.

Sensitile proposes the following language be added as paragraph **2b** directly following the above paragraph in the **Agreement**:

If, however, the vote in 2014 to eliminate the personal property tax passes, **SENSITILE** may, at its discretion, revoke the **Certificate** prior to the end of the term of the **Certificate** without being obligated to reimburse the **Township** or any other taxing units affected by said abatement the property taxes abated pursuant to the issuance of the **Certificate**. To be subject to the protections afforded by paragraph 2b, **SENSITILE** may seek revocation of the **Certificate** between January 1, 2015 and January 1, 2016. In the event that **SENSITILE** does not seek revocation of the **Certificate** between January 1, 2015 and January 1, 2016, the protections afforded by paragraph 2b shall be forfeited, and **SENSITILE** shall be subject to the revocation provisions, and all other provisions, set forth in paragraph 2a.

From: "Thomas Fields"
To: kloveyjoyroe@ytown.org
Sent: Tuesday, June 4, 2013 12:26:52 AM
Subject: Property at 116 South Harris Rd.

Hello, hope your day is going fine. My name is Pastor Thomas Fields. I was in and spoke with you on 5-30-13 about property pricing at 116 South Harris Road. This property is vacant land owned by the Township. My Church property is located at 130 South Harris Road and there is vacant lots on both side of my property that I'm interested in getting sale prices on. I believe you stated that if I sent an e-mail requesting property price for 116 South Harris Road, you would request a board meeting to determine the outcome.

Thank you for your assistance and time in this matter. I greatly appreciate them!! If you would please respond to Thomasfields60@yahoo.com Once again Thank You so much for your help in this matter.

Sincerely;
Pastor Tomas Fields

The Lord's Blessings to you.

----- Forwarded Message -----

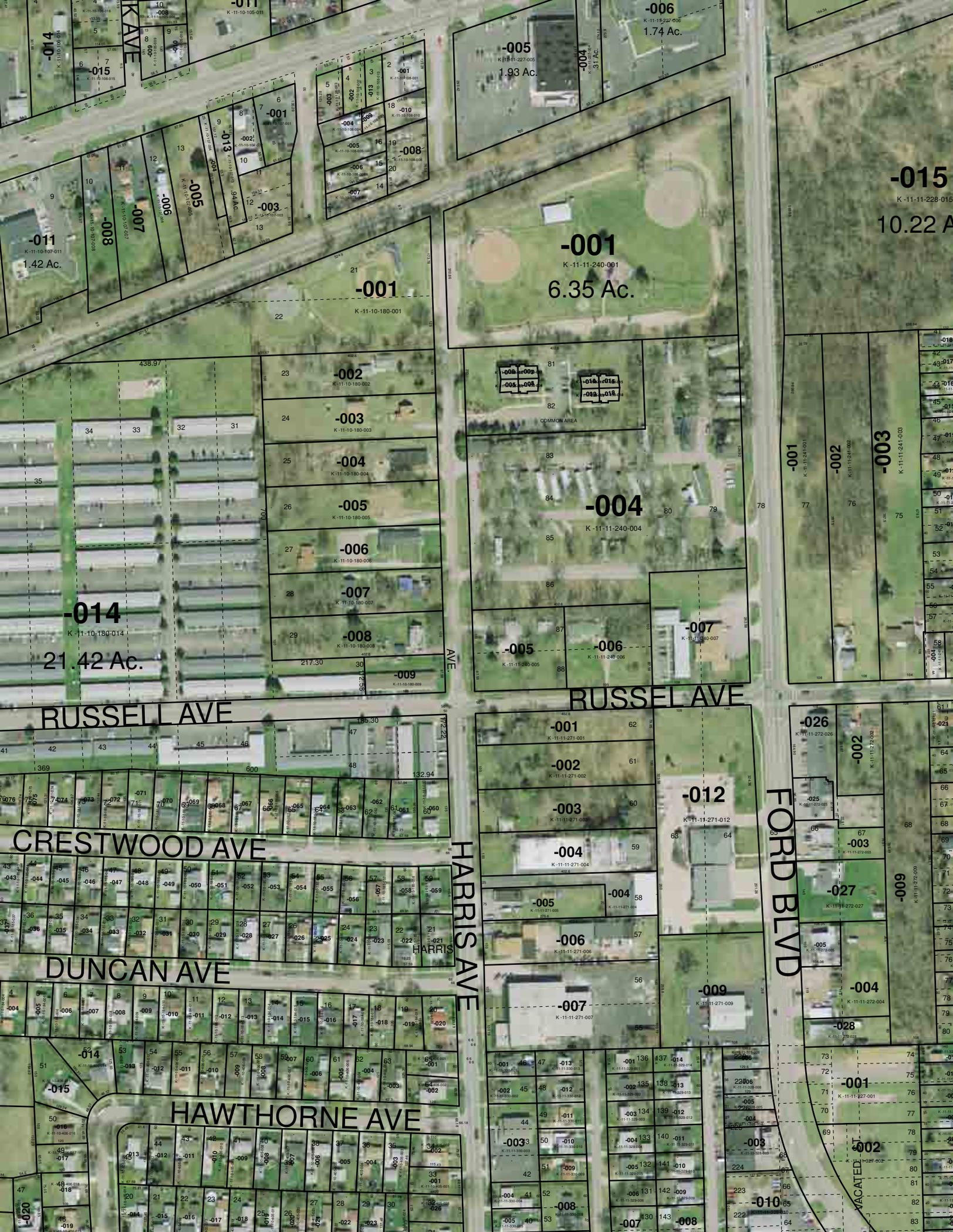
From: "Brian McCleery" <bmcleery@ytown.org>
To: "Karen Lovejoy Roe" <klovejoyroe@ytown.org>
Sent: Wednesday, June 5, 2013 11:46:23 AM
Subject: Re: thanks for info on 116 S. Harris

Hi Karen,

Attached is the two aerial photographs and the Property Record Card for 116 S Harris Rd. If we were to value the property for Assessment purposes, we would place a land value of \$42,000 on the property with a corresponding assessment of \$21,000. This value is consistent with the land values of property in the area.

-Brian

Brian McCleery
Assistant Assessor
Ypsilanti Township
734-487-4927



-014
K-11-10-101-014

-015
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-008
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-011
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1.42 Ac.

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-002
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-001
K-11-10-180-001

RUSSELL AVE

RUSSELL AVE

CRESTWOOD AVE

DUNCAN AVE

HAWTHORNE AVE

HARRIS AVE

FORD BLVD

VACATED

-001
K-11-11-240-001
6.35 Ac.

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K-11-10-180-004

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K-11-10-180-007

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K-11-10-180-008

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30

12.58

-009

K-11-10-180-009

186

100

AVE.

87.58

100

87.58

-005

K-11-11-240

108

50

50

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
WASHTENAW COUNTY TREASURE	CHARTER TOWNSHIP OF YPSIL	0	12/28/2011	QC	NOT MARKET SALE	L 4881 P 200	TREASURER DEED	100.0
GRAY, JUDITH	MCCORMIC,, WILLIAM M.	25,000	11/10/2000	LC	ARMS-LENGTH	3979/294	AFFIDAVIT	100.0
GRAY, JAMES E & JUDITH	GRAY, JUDITH	0	04/05/1999	SD	ESTATE SALE	3918/808		0.0

Property Address	Class: EXEMPT COUNTY, CI	Zoning: RM2 M	Building Permit(s)	Date	Number	Status
116 S HARRIS RD	School: YSPILANTI COMMUNITY SCH		DEMOLISH STRUCTURE	02/04/2010	PB10-0071	100%

Owner's Name/Address	MAP #: R 680 021 00
CHARTER TWP OF YPSILANTI 7200 S HURON RIVER DR YPSILANTI MI 48197	2014 Est TCV 0

Improved	X	Vacant	Land Value Estimates for Land Table 00999.YPSILANTI TOWNSHIP PROPERTY
Public Improvements			* Factors *

Tax Description	Description	Frontage	Depth	Front	Depth	Rate	%Adj.	Reason	Value
YP#107-26 LOT 26 YPSI LITTLE FARMS SUBD'N.	Dirt Road	100.00	400.00	1.0000	1.0000	0	100		0
Comments/Influences	Gravel Road	100 Actual Front Feet, 0.92 Total Acres Total Est. Land Value = 0							

X Paved Road									
X Storm Sewer									
X Sidewalk									

X Water									
X Sewer									
X Electric									
X Gas									
Curb									
Street Lights									
Standard Utilities									
Underground Utils.									

Topography of Site
X Level

Rolling	
Low	
High	
Landscaped	
Swamp	
Wooded	
Pond	
Waterfront	
Ravine	
Wetland	
Flood Plain	

Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
Who	When	What	2014	EXEMPT	EXEMPT	EXEMPT
DMS	12/21/2010	07-2010 CA	2013	EXEMPT	EXEMPT	EXEMPT
			2012	0	0	0
			2011	21,000	0	21,000S

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

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE
TRUSTEES: JEAN HALL CURRIE • STAN ELDRIDGE • MIKE MARTIN • SCOTT MARTIN

REGULAR MEETING AGENDA

MONDAY, JUNE 24, 2013

7:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
4. CONSENT AGENDA
 - A. MINUTES OF THE MAY 13, 2013 WORK SESSION, REGULAR MEETING AND MAY 23, 2013 SPECIAL MEETING
 - B. STATEMENTS AND CHECKS FOR JUNE 10, 2013 AND JUNE 24, 2013
 - C. MAY 2013 TREASURER REPORT
5. SUPERVISOR REPORT
6. CLERK REPORT
7. TREASURER REPORT
8. TRUSTEE REPORT
9. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

UNFINISHED BUSINESS

1. 2ND READING RESOLUTION NO. 2013-13, ORDINANCE NO. 2013-428, AMENDING CHAPTER 58 OF THE YPSILANTI CHARTER TOWNSHIP CODE OF ORDINANCES – BASKETBALL HOOPS

NEW BUSINESS

1. REQUEST TO APPROVE MASTER EXCLUSIVE LISTING AGREEMENT-VACANT LAND FOR SALE BETWEEN CHARTER TOWNSHIP OF YPSILANTI AND PERRY & CO., LLC FOR A TERM OF TERM OF ONE (1) YEAR
2. 1ST READING RESOLUTION NO. 2013-16, PROPOSED ORDINANCE NO. 2013-429 AMENDING CHAPTER 66, ARTICLE II OF THE YPSILANTI CHARTER TOWNSHIP CODE OF ORDINANCES – DANGEROUS TREES
3. 1ST READING RESOLUTION NO. 2013-19, PROPOSED ORDINANCE NO. 2013-430, AMENDING CHAPTER 42 ENTITLED "FIREWORKS" OF THE YPSILANTI CHARTER TOWNSHIP CODE OF ORDINANCES

4. 1ST READING RESOLUTION NO. 2013-20, PROPOSED ORDINANCE NO. 2013-431, AMENDING CHAPTER 48 OF THE YPSILANTI CHARTER TOWNSHIP CODE OF ORDINANCES ENTITLED PROPERTY MAINTENANCE, ADOPTING 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE
5. REQUEST OF YPSILANTI TOWNSHIP GREENS COMMISSION TO APPROVE GOLF PRO SALARY ADJUSTMENT FOR DAN ROBERTS IN THE AMOUNT OF \$500 PER MONTH, RETROACTIVE TO MAY 2013
6. REQUEST TO APPROVE PA 116 FARMLAND AGREEMENT APPLICATION, PROPERTY #K-11-29-200-013 – SAMUEL AND LYNDA ELLIOT – YPSILANTI TOWNSHIP
7. RESOLUTION NO. 2013-18, AUTHORIZING PURCHASE OF FORECLOSED PROPERTIES UNDER THE “FIRST RIGHT OF REFUSAL” IN THE AMOUNT OF \$68,484, BUDGETED IN LINE ITEM #101.950.000.801.023, CONTINGENT UPON BUDGET AMENDMENT APPROVAL AND TO AUTHORIZE SIGNING OF SALES AGREEMENTS WITH HABITAT FOR HUMANITY FOR PROPERTIES OUTLINED IN RESOLUTION
8. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE AGREEMENTS WITH WASHTENAW COUNTY ROAD COMMISSION FOR THE INSTALLATION OF TRAFFIC CALMING DEVICES ON HAWTHORNE AVENUE IN THE AMOUNT OF \$39,709, NORTHLAWN AVENUE IN THE AMOUNT OF \$18,860 AND BIG PINE DRIVE IN THE AMOUNT OF \$48,299.50, BUDGETED IN LINE ITEM #101.446.000.818.002 AND TO AUTHORIZE SIGNING OF THE AGREEMENTS
9. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE ANIMAL CONTROL ENFORCEMENT CONTRIBUTION CONTRACT WITH WASHTENAW COUNTY IN THE AMOUNT OF \$30,000, BUDGETED IN LINE ITEM #266.301.000.831.012 AND TO AUTHORIZE SIGNING OF THE CONTRACT
10. REQUEST OF RON FULTON, BUILDING DIRECTOR TO APPROVE PROFESSIONAL SERVICES CONTRACT WITH ENVIRONMENTAL MAINTENANCE ENGINEERS (EME) FOR THE ASBESTOS ABATEMENT AT PROPERTIES LOCATED AT 554 AND 597 E. GRAND BLVD. AND 2371 AND 2375 WIARD COURT IN THE AMOUNT OF \$27,320, BUDGETED IN LINE ITEM #101.950.000.969.011, CONTINGENT ON BUDGET AMENDMENT APPROVAL AND TO AUTHORIZE SIGNING OF THE PROPOSAL
11. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO AUTHORIZE LEGAL ACTION, IF NECESSARY TO ABATE PUBLIC NUISANCE AT 322 DEVONSHIRE ROAD AND ADJOINING VACANT LOT TO BE BUDGETED IN LINE ITEM #101.950.000.801.023, CONTINGENT UPON BUDGET AMENDMENT APPROVAL
12. REQUEST OF ERIC COPELAND, FIRE CHIEF TO APPROVE ANNUAL CONTRACT WITH EMERGENT HEALTH PARTNERS, INC. FOR DISPATCH SERVICES BETWEEN JUNE 1, 2013 AND JUNE 30, 2014 IN THE AMOUNT OF \$66,683.36, WITH MONTHLY FEE OF \$5,555.64 BUDGETED IN LINE ITEM #206.206.000.857.001 AND TO AUTHORIZE SIGNING OF THE CONTRACT
13. REQUEST OF ERIC COPELAND, FIRE CHIEF TO APPROVE FIRE MARSHAL SERVICES CONTRACT BETWEEN THE CITY OF YPSILANTI AND THE CHARTER TOWNSHIP OF YPSILANTI FOR A PERIOD OF NO MORE THAN 90 DAYS AND TO AUTHORIZE SIGNING OF THE AGREEMENT

14. REQUEST TO APPROVE 2013-18 MIDDLE HURON PARTNERSHIP AND STORMWATER ADVISORY GROUP CONTRACTS IN THE ANNUAL AMOUNT OF \$7,557, BUDGETED IN LINE ITEM #101.780.000.801.000 AND TO AUTHORIZE SIGNING OF THE CONTRACTS
15. WASHTENAW COUNTY ROAD COMMISSION 2013 YPSILANTI TOWNSHIP FOURTH AGREEMENT IN THE AMOUNT OF \$267,000.00 PAID THROUGH BOND FUNDS AND TO AUTHORIZE SIGNING OF THE AGREEMENT
16. BUDGET AMENDMENT #10
17. SET PUBLIC HEARING DATE OF JULY 22, 2013 AT APPROXIMATELY 7:00 PM TO HEAR THE REQUEST OF BLUE MAJESTIC, LLC TO CREATE A SPECIAL ASSESSMENT STREET LIGHT DISTRICT IN MAJESTIC LAKE DEVELOPMENT

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

1. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO SEEK SEALED BIDS FOR REPAIR OF FORD LAKE PARK TENNIS COURTS

PUBLIC COMMENTS

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MAY 13, 2013 WORK SESSION**

The meeting was called to order by Supervisor Brenda L. Stumbo at approximately 5:05 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge, Jean Hall Currie and Scott Martin

Members Absent: Trustee Mike Martin

Legal Counsel: Wm. Douglas Winters

Supervisor Stumbo briefly reviewed the agenda with additional discussion on the following agenda items.

CLERK REPORT

Clerk Lovejoy Roe stated her report was included in the Board Packet but want to highlight the following items:

- She and Supervisor Stumbo had attended a meeting with the AATA Urban Core Transit group to discuss ways of expanding countywide transit
- 2012 Audit was almost completed
- Human Resource and Accounting Department were reviewing ways to collaborate to provide additional support to the Human Resource Department and was currently assisting with seasonal hiring and pension support
- Reimagine Washtenaw – referred to a flyer announcing public workshops encouraging township residents and businesses to attend and provide input in coordination with Joe Lawson from the Office of Community Standards
- Ypsilanti Township Master Plan Public Workshop to be held on May 20, 2013 at 4:30 p.m. and 6:00 p.m.
- Ypsilanti Township Clerk's Office, in conjunction with Clerks statewide, the Secretary of State and County Clerk's office were promoting organ donations through the Gift of Life

NEW BUSINESS

1. BUDGET AMENDMENT #8

Clerk Lovejoy Roe briefly reviewed each item on the budget amendment.

2. REQUEST OF THE YPSILANTI TOWNSHIP PARK COMMISSION TO PURCHASE SIGN TO COMMEMORATE "JAN HALE PLAYGROUND ADVENTURES", NOT TO EXCEED \$4,000, BUDGETED IN LINE ITEM #212.970.000.975.794

Supervisor Stumbo provided a brief summary of the Park Commission's request. She reported Ms. Hale's coworkers from Willow Run Schools, together with her church were donating a bench in her honor to be placed by the playground. She explained the Board would be given a copy of the design once it was complete. Supervisor Stumbo said the goal was to have the sign installed by May 31, 2013.

3. AUTHORIZATION FOR SUPERVISOR AND CLERK TO EXECUTE ALL DOCUMENTS REQUIRED BY HUD FOR TOWNSHIP PARTICIPATION IN HUD "FIRST LOOK PROGRAM" THAT WOULD ALLOW THE TOWNSHIP TO ACQUIRE FORECLOSED PROPERTIES DIRECTLY FROM HUD FOR RESALE TO HABITAT FOR HUMANITY AND TO AUTHORIZE NEGOTIATING A CONTRACT WITH HABITAT FOR PURCHASE OF HUD OWNED PROPERTIES

Attorney Winters gave a detailed overview of the HUD "First Look Program". He explained the Township had decided to research participation in this program to continue stabilization of Township neighborhoods.

4. RESOLUTION NO. 2013-14, ECONOMIC VITALITY INCENTIVE PROGRAM (EVIP) PART 3 AND EMPLOYEE COMPENSATION PLAN

Clerk Lovejoy Roe stated the resolution was required to receive State revenue sharing.

5. RESOLUTION NO. 2013-15, AUTHORIZING PURCHASE OF 953 E. MICHIGAN AVENUE FOR A PUBLIC PURPOSE UNDER "RIGHT OF FIRST REFUSAL", NOT TO EXCEED \$47,110, BUDGETED IN LINE ITEM #101.950.000.969.011

Attorney Winters provided a brief overview of the lawsuit regarding Ypsilanti Mobile Village located at 953 E. Michigan, which had been declared a public

CHARTER TOWNSHIP OF YPSILANTI
May 13, 2013 WORK SESSION MINUTES
PAGE 3

nuisance. He said the owners filed for bankruptcy and eventually the bank was allowed to abandon the property.

Attorney Winters stated that ownership of the 6.52 acres would be the Township's opportunity to affirm the goal of revitalization and rebuilding of the tax base in the commercial areas of the Township.

Supervisor Stumbo stated the Township had purchased two residential homes under the "Right of First Refusal" program and this would be the first commercial property purchased. She explained the purchases were an effort to stabilize the community and commercial tax base.

Clerk Lovejoy Roe said the purchase of this property would also give the Township the opportunity to do a final clean up on the two buildings left behind. She appreciated the fact that the Township would have a say in the type of development for the property to encourage economic stabilization in the area.

Attorney Winters said the County had failed to establish a land bank and had forced the Township to proceed in this manner.

6. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO ACCEPT THE GRANT BETWEEN THE MICHIGAN LAND BANK FAST TRACK AUTHORITY AND THE CHARTER TOWNSHIP OF YPSILANTI FOR THE DEMOLITION OF LIBERTY SQUARE IN THE AMOUNT OF \$653,840.00 AND TO AUTHORIZE SIGNING OF THE CONTRACT

Mike Radzik, OCS Director provided a detailed explanation surrounding the submittal and subsequent award of the Michigan Land Bank Fast Track Authority for the demolition of Liberty Square. He stated the demolition was projected to begin on or about June 1, 2013. He said work was ongoing with the MDEQ regarding a review of the asbestos survey that was done as a part of the grant application and hoped it would be complete next week.

Supervisor Stumbo expressed her appreciation to everyone involved in making this a reality. She asked the Board's approval for erecting signage at the site to inform the public the demolition was being paid for with grant dollars.

Trustee Eldridge inquired about security.

Ron Fulton, Building Director explained that safety precautions and barricades were a part of the RFP the Board approved, and would be furnished by the contractor.

Attorney Winters recognized the role that Kirk Profit and his team had played in making this award for demolition funds available to our Township.

AUTHORIZATIONS & BIDS

- 1. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO ACCEPT LOW BID FROM LUTZ ROOFING COMPANY, INC. FOR THE 14-B DISTRICT COURT ROOF REPLACEMENT IN THE AMOUNT OF \$269,420.00, BUDGETED IN LINE ITEM #101.970.000.971.003**

Jeff Allen, RSD Director explained the bid process and answered questions about the roof repair.

- 2. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO ACCEPT PROPOSAL FROM CARDNO/JFNEW FOR DESIGN SOLUTION OF NORTH HYDRO SHORELINE EROSION PROJECT IN THE AMOUNT OF \$76,988 BUDGETED IN LINE ITEM #212.970.000.975.795**

Jeff Allen, RSD Director distributed a Conceptual Design and Description of the project to the Board. He provided a brief summary of the project.

Brandon Kohonick, JFNew representative explained the design and type of material that would be utilized to stop the erosion. He said his company preferred the soft native material approach.

- 3. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO ACCEPT THE LOW BID FROM DORE & ASSOCIATES CONTRACTING, INC. FOR THE DEMOLITION OF LIBERTY SQUARE IN THE AMOUNT OF \$653,840.00, BUDGETED IN LINE ITEM #101.950.000.969.013 AND TO AUTHORIZE SIGNING OF THE AGREEMENT**

Ron Fulton, Building Director discussed safety requirements and the Building Code.

Attorney Winters stated that Dore could be requested to present a security & public safety plan acceptable to the OCS Department and the Washtenaw County Sheriff Department, as a part of the approval.

Trustee Eldridge asked that the plan also be acceptable to the Supervisor.

- 4. REQUEST OF ART SERAFINSKI, RECREATION DIRECTOR TO AWARD BIDS AS FOLLOWS FOR LAKESIDE PARK IMPROVEMENT PROJECT, PENDING MDNR APPROVAL, TO BE PAID WITH COMBINED FUNDS FROM MICHIGAN NATURAL RESOURCES TRUST FUND (MNRTF) GRANT, EMU, SALINE ROWING TEAM, AND WASHTENAW COUNTY PARKS AND RECREATION, BUDGETED IN FUND 212:**

CHARTER TOWNSHIP OF YPSILANTI
May 13, 2013 WORK SESSION MINUTES
PAGE 5

- A. AWARD LAKESIDE PARK IMPROVEMENT PROJECT (MNRTF 10-05) TO LOW BIDDER, CEDRONI ASSOCIATES, INC. IN THE AMOUNT OF \$562,000**

- B. AWARD GEOTECHNICAL MATERIALS TESTING SERVICES TO LOW BIDDER, PROFESSIONAL SERVICE INDUSTRIES, INC. FOR LAKESIDE PARK IMPROVEMENT PROJECT (MNRTF 10-055) IN THE AMOUNT OF \$7,080**

- C. AWARD BOATHOUSE PORTION OF LAKESIDE PARK IMPROVEMENT PROJECT (MNRTF 10-05) TO LOW BIDDER, CONTRACTING RESOURCES IN THE AMOUNT OF \$320,000**

Art Serafinski, Recreation Director explained, in detail, the three parts of his request, which were all part of the Michigan Natural Resources Trust Fund Grant, in collaboration with Eastern Michigan University, Washtenaw County Parks and Recreation and the Saline Crew Team. He explained the only thing missing was part of the Trust Fund Grant entailing the authorization by the DNR to begin construction. He stated the grant would expire on August 31, 2013, however a six-month extension could be granted.

There was discussion about other rowing teams that had approached Lake Shore about doing a boathouse. Mr. Serafinski explained the boathouse could easily be expanded, if needed. He said it was crucial to put together a Use Agreement with EMU, since they had donated \$450,000 toward the project. He said it would be the Township's project and EMU planned to do a fifty-year lease similar to what they did with the golf course, in order to utilize the boathouse for their row team. He said there were specific guidelines on building usage in the grant and if those were violated it had to be paid back.

Attorney Winters stated the building could not be utilized until an occupancy permit was issued and a Use Agreement was approved.

ADJOURNMENT

The meeting adjourned at approximately 6:37 p.m.

Respectfully submitted,

Karen Lovejoy Roe, Clerk

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MAY 13, 2013 REGULAR MEETING**

The meeting was called to order by Supervisor Brenda L. Stumbo at approximately 7:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer was observed.

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge, Jean Hall Currie and Scott Martin

Members Absent: Trustee Mike Martin

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Arloa Kaiser, Township resident expressed her satisfaction with the improved look at the corner of Golfside and Washtenaw. She also expressed her desire for the Grove Road bike path to keep the feel of "country" by not adding lights.

CONSENT AGENDA

A. MINUTES OF THE APRIL 22, 2013 WORK SESSION AND REGULAR MEETING AND APRIL 26, 2013 SPECIAL MEETING

B. STATEMENTS AND CHECKS

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve the Consent Agenda. The motion carried unanimously.

SUPERVISOR REPORT

A. PROCLAMATIONS FOR "MULTIPLE CHEMICAL SENSITIVITY AWARENESS WEEK AND CHEMICAL AWARENESS WEEK"

A motion was made by Trustee Eldridge, supported by Trustee Hall Currie to approve the proclamations for "Multiple Chemical Sensitivity Awareness Week and Chemical Awareness Week. The motion carried unanimously.

Supervisor Stumbo briefly reviewed meeting attend by the three full-officials and staff.

4/23/13 Clerk Lovejoy Roe and I attended Urban County Executive Committee Meeting
Met with Sabrina Keley from Aerotropolis
Attended Sugarbrook NHW meeting

4/24/13 Clerk Lovejoy Roe and I met with Mayor Paul Schreiber and Michael Ford regarding AATA bus services expansion
Three Full Time Officials met with Jerry French regarding economic development grant

**CHARTER TOWNSHIP OF YPSILANTI
MAY 13, 2013 REGULAR MEETING MINUTES
PAGE 2**

- 4/25/13 Attended meeting with Ricky Jefferson and Ronnie Peterson regarding Medical Marijuana facilities in close proximity to the Township and the possibility of locating another one
Attended weekly development team meeting
Clerk Lovejoy Roe and I attended Urban Core Meeting in Saline regarding bus transportation
- 4/29-5/3 Vacation
- 5/6/13 Three Full Time Officials met with David Rutledge, potential developer and discussed a Veteran's project and state issues
- 5/7/13 Attended weekly police meeting
Attended Oaklawn/Hawthorne NHW meeting
- 5/8/13 Treasurer Doe and I met with the Director of Ann Arbor SPARK, Luke Bonner and Mark Perry
Treasurer Doe and I attended sewer rate revenue financial review at YCUA
- 5/9/13 Met with Kirk Profit, Ronnie Peterson, Mary Kerr and Tom Lamb regarding Visitor and Convention Bureau for possible future merging
Attended weekly development team meeting
Met with Scott Jacobsen to discuss Majestic Lakes for potential development of Senior Citizen Community
Attended Senior Fashion Show rehearsal with Karen Roe
- 5/10/13 Clerk Lovejoy Roe and I participated in Senior Fashion Show with clothing provided by The Mix on Michigan Avenue in the City of Ypsilanti
Met with Jeff Castro of YCUA to get updates
- 5/11/13 Clerk Lovejoy Roe and I attended EMU Alumni Dinner at which Kirk Profit received the Alumni of the Year Award
- 5/13/13 Clerk Lovejoy Roe and I met with Mark Perry
Attended weekly police meeting
Joe Lawson, Ron Fulton and I met with Pastor Renfrow regarding possible expansion of church on Holmes Road and Spencer Lane

Other Updates:

Ypsi Pride is May 18, 2013 from 9:00 a.m. to 2:00 p.m. The website a2ychamber.org is available to sign up to be a volunteer.

Our contract with Michigan Ability Partners, MAP, to pick up trash in the Township netted 195 bags of trash last month.

Larry Doe and I attended the first meeting with the City of Ypsilanti and we discussed the history of previous collaboration such as the library and YCUA. An agreement was to be brought back to the Township Board regarding street sweeping. Chief Copeland was working on collaborating with the Fire Marshal services and hoped to bring that back to the Board at some point.

The Memorial Day Event is scheduled here at the Vietnam Memorial at 1:00 p.m. on Memorial Day. The AmVets scheduled an event at the Udell Cemetery at the same time.

The Aerotropolis meeting would be held at the Civic Center May 14, 2013 from 9:30 a.m. until 12:00 noon.

CLERK REPORT

Clerk Lovejoy Roe stated her report was given at the Work Session. She reiterated the Master Plan Update meeting was scheduled for May 20, 2013. She encouraged everyone to become organ donors by completing the form, which was available on the back table.

TRUSTEE REPORT

Sergeant Armstrong stated the Sergeant Archer was handling the situation with drunk driving in conjunction with the high school prom season. He reported there was a grant-funded project, which addressed that issue, for which but he did not have any exact numbers, but shared there would be extra patrols on the street.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

1. 2645 WOODRUFF LANE

Attorney Winters reported there had been a fire at this address and since there was no insurance it had become a public nuisance. The Township Board authorized a lawsuit in the Washtenaw County Circuit Court to abate the nuisance. The heirs of the estate had agreed to sell to property to Habitat for Humanity.

NEW BUSINESS

1. BUDGET AMENDMENT #8

Clerk Lovejoy Roe read the budget amendment into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve Budget Amendment #8 (see attached). The motion carried unanimously.

2. REQUEST OF THE YPSILANTI TOWNSHIP PARK COMMISSION TO PURCHASE SIGN TO COMMEMORATE "JAN HALE PLAYGROUND ADVENTURES", NOT TO EXCEED \$4,000, BUDGETED IN LINE ITEM #212.970.000.975.794

A motion was made by Trustee Eldridge, supported by Treasurer Doe to approve the request of the Ypsilanti Township Park Commission to purchase a sign to commemorate the "Jan Hale Playground Adventures", not to exceed \$4,000, budgeted in line item #212.970.000.975.794. The motion carried unanimously.

Lonnie Scott, Park Commission Chair thanked the Board for the approval and Keith Jason, Park Commissioner for his work in obtaining the proposals. He stated the Park Commission had approved the request.

Supervisor Stumbo stated her appreciation to the Park Commission and Larry Doe for their efforts to honor a great woman.

- 3. AUTHORIZATION FOR SUPERVISOR AND CLERK TO EXECUTE ALL DOCUMENTS REQUIRED BY HUD FOR TOWNSHIP PARTICIPATION IN HUD "FIRST LOOK PROGRAM" THAT WOULD ALLOW THE TOWNSHIP TO ACQUIRE FORECLOSED PROPERTIES DIRECTLY FROM HUD FOR RESALE TO HABITAT FOR HUMANITY AND TO AUTHORIZE NEGOTIATING A CONTRACT WITH HABITAT FOR PURCHASE OF HUD OWNED PROPERTIES**

A motion was made by Trustee Eldridge, supported by Trustee Hall Currie to authorize the Supervisor and Clerk to execute all documents required by HUD for Township participation in the HUD "First Look Program" that would allow the Township to acquire foreclosed properties directly from HUD for Resale to Habitat For Humanity and to authorize negotiating a contract with Habitat for the purchase of HUD owned properties. The motion carried unanimously.

- 4. RESOLUTION NO. 2013-14, ECONOMIC VITALITY INCENTIVE PROGRAM (EVIP) PART 3 AND EMPLOYEE COMPENSATION PLAN**

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve Resolution No. 2013-14, Economic Vitality Incentive Program (EVIP) Part 3 and Employee Compensation Plan (see attached). The motion carried unanimously.

- 5. RESOLUTION NO. 2013-15, AUTHORIZING PURCHASE OF 953 E. MICHIGAN AVENUE FOR A PUBLIC PURPOSE UNDER "RIGHT OF FIRST REFUSAL", NOT TO EXCEED \$47,110, BUDGETED IN LINE ITEM #101.950.000.969.011**

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2013-15, authorizing the purchase of 953 E. Michigan Avenue for a Public Purpose under "Right of First Refusal", not to exceed \$47,110, budgeted in line item #101.950.000.969.011 (see attached). The motion carried unanimously.

Trustee Eldridge thanked Attorney Winters for his extensive work on obtaining this property on behalf of the Township.

- 6. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO ACCEPT THE GRANT BETWEEN THE MICHIGAN LAND BANK FAST TRACK AUTHORITY AND THE CHARTER TOWNSHIP OF YPSILANTI FOR THE DEMOLITION OF LIBERTY SQUARE IN THE AMOUNT OF \$653,840.00 AND TO AUTHORIZE SIGNING OF THE CONTRACT**

A motion was made by Trustee Hall Currie, supported by Clerk Lovejoy Roe to accept the grant between the Michigan Land Bank Fast Track Authority and the Charter Township of Ypsilanti for the demolition of Liberty Square in the amount of \$653,840.00 and to authorize the signing of the contract. The motion carried unanimously.

Supervisor Stumbo voiced her appreciation to everyone involved in bringing this item forward and said it would be a successful conclusion of the largest blight in our community.

AUTHORIZATIONS & BIDS

1. **REQUEST OF JEFF ALLEN, RSD DIRECTOR TO ACCEPT LOW BID FROM LUTZ ROOFING COMPANY, INC. FOR THE 14-B DISTRICT COURT ROOF REPLACEMENT IN THE AMOUNT OF \$269,420.00, BUDGETED IN LINE ITEM #101.970.000.971.003**

A motion was made by Trustee Hall Currie, supported by Clerk Lovejoy Roe to accept the low bid from Lutz Roofing Company, Inc. for the 14-B District Court roof replacement in the amount of \$269,420.00, budgeted in line item #101.970.000.971.003. The motion carried unanimously.

2. **REQUEST OF JEFF ALLEN, RSD DIRECTOR TO ACCEPT PROPOSAL FROM CARDNO/JFNEW FOR DESIGN SOLUTION OF THE NORTH HYDRO SHORELINE EROSION PROJECT IN THE AMOUNT OF \$76,988, BUDGETED IN LINE ITEM #212.970.000.975.795**

A motion was made by Treasurer Doe, supported by Clerk Lovejoy to accept the proposal from Cardno/JFNew for design solution of the North Hydro Shoreline Erosion Project in the amount of \$76,988, budgeted in line item #212.970.000.975.795. The motion carried unanimously.

3. **REQUEST OF MIKE RADZIK, OCS DIRECTOR TO ACCEPT THE LOW BID FROM DORE & ASSOCIATES CONTRACTING, INC. FOR THE DEMOLITION OF LIBERTY SQUARE IN THE AMOUNT OF \$653,840.00, BUDGETED IN LINE ITEM #101.950.000.969.013 AND TO AUTHORIZE SIGNING OF THE AGREEMENT**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to accept the low bid from Dore & Associates Contracting, Inc. for the demolition of Liberty Square in the amount of \$653,840.00, budgeted in line item #101.950.000.969.013 and to authorize signing of the agreement contingent upon the development of a Public Safety and Security Plan that was acceptable to the OCS Department, Washtenaw County Sheriff's Department and the Supervisor. The motion carried unanimously.

Supervisor Stumbo stated the commencement of the demolition was slated for June 1, 2013, contingent upon the asbestos report being accepted and approved by MDEQ after their onsite inspection this week.

4. **REQUEST OF ART SERAFINSKI, RECREATION DIRECTOR TO AWARD BIDS AS FOLLOWS FOR THE LAKESIDE PARK IMPROVEMENT PROJECT, PENDING MDNR APPROVAL, TO BE PAID WITH COMBINED FUNDS FROM MICHIGAN NATURAL RESOURCES TRUST FUND (MNRTF) GRANT, EMU, SALINE ROWING TEAM, AND WASHTENAW COUNTY PARKS AND RECREATION, BUDGETED IN FUND 212:**
 - A. **AWARD LAKESIDE PARK IMPROVEMENT PROJECT (MNRTS 10-05) TO LOW BIDDER, CEDRONI ASSOCIATES, INC. IN THE AMOUNT OF \$562,000**
 - B. **AWARD GEOTECHNICAL MATERIALS TESTING SERVICES TO LOW BIDDER, PROFESSIONAL SERVICE INDUSTRIES, INC. FOR LAKESIDE PARK IMPROVEMENT PROJECT (MNRTF 10-055) IN THE AMOUNT OF \$7,080**

C. AWARD BOATHOUSE PORTION OF LAKESIDE PARK IMPROVEMENT PROJECT (MNRTF 10-05) TO LOW BIDDER, CONTRACTING RESOURCES IN THE AMOUNT OF \$320,000

A motion was made by Treasurer Doe, supported by Trustee Scott Martin to award bids for the Lakeside Park Improvement Project, pending MDNR approval, to be paid with combined funds from Michigan Natural Resources Trust Fund (MNRTF) Grant, EMU, Saline Rowing Team, and Washtenaw County Parks and Recreation budgeted in Fund 212 as follows:

- A. Award Lakeside Park Improvement Project (MNRTS 10-05) to low bidder, Cedroni Associates, Inc. in the amount of \$562,000
- B. Award Geotechnical Materials Testing Service Industries, Inc. for Lakeside Park Improvement Project (MNRTF 10-055) in the amount of \$7,080
- C. Award boathouse portion of Lakeside Park Improvement Project (MNRTF 10-05) to low bidder, Contracting Resources in the amount of \$320,000 contingent upon a Use Agreement being entered into prior to the final Certificate of Occupancy being issued.

The motion carried unanimously.

Trustee Scott Martin said it was nice to see all the hard work Mr. Serafinski had put into this project come to a successful conclusion.

Supervisor Stumbo agreed.

ADJOURNMENT

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to adjourn the meeting. The motion carried unanimously.

The meeting adjourned at approximately 7:35 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
2013 BUDGET AMENDMENT #8**

May 13, 2013

101 - GENERAL OPERATIONS FUND **Total Increase** \$973,079.00

Increase Capital Outlay for roof replacement of the 14B District portion of the Civic Center Building. This will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$269,420.00
		Net Revenues	<u>\$269,420.00</u>
Expenditures:	Capital Outlay - Court	101-970-000-971.003	<u>\$269,420.00</u>
		Net Expenditures	<u>\$269,420.00</u>

Increase Contribution - Land Bank to purchase property located at 953 E Michigan Avenue (aka Ypsilanti Mobile Village) under "Right of First Refusal". This will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$47,110.00
		Net Revenues	<u>\$47,110.00</u>
Expenditures:	Contribution - Land Bank	101-950-000-969.011	<u>\$47,110.00</u>
		Net Expenditures	<u>\$47,110.00</u>

Increase Salary - PTO Payout for employee request of payout of PTO hours per contract. This will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$2,709.00
		Net Revenues	<u>\$2,709.00</u>
Expenditures:	Salaries Pay Out-PTO&Sicktime	101-171-000-708.004	<u>\$2,709.00</u>
		Net Expenditures	<u>\$2,709.00</u>

Increase State Grant revenue and Liberty Square - Grant Project for the grant the Township is receiving from Michigan Land Bank Fast Authority to Demolish the Liberty Square complex. This will be funded by a State Grant.

Revenues:	State Grant Revenue	101-000-000-569.019	\$653,840.00
		Net Revenues	<u>\$653,840.00</u>
Expenditures:	Liberty Square Grant Project	101-950-000-969.013	<u>\$653,840.00</u>
		Net Expenditures	<u>\$653,840.00</u>

**212 - BIKE, SIDEWALK, RECREATION, ROAD AND
GENERAL OPERATIONS FUND (BSR II)** **Total Increase** \$76,988.00

Increase Park Improvements for repair, design and construction to prevent soil erosion at Hydro Park. This will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$76,988.00
		Net Revenues	<u>\$76,988.00</u>
Expenditures:	Park Improvement	212-970-000-975.795	<u>\$76,988.00</u>
		Net Expenditures	<u>\$76,988.00</u>

248- RENTAL INSPECTION FUND **Total Increase** \$4,000.00

Increase Computer Equipment and Uniforms for rental inspection personnel. This will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	248-000-000-699.000	\$4,000.00
		Net Revenues	<u>\$4,000.00</u>
Expenditures:	Equipment	248-248-000-977.000	\$3,000.00
	Uniforms-New and Badges	248-248-000-741.001	<u>\$1,000.00</u>
		Net Expenditures	<u>\$4,000.00</u>

Motion to Amend the 2013 Budget (#8):

Move to increase the General Fund budget by \$973,079 to \$8,979,433 and approve the department line item changes as outlined.

Move to increase the BSR II Bike, Sidewalk, Road and General Operations Fund by \$76,988 to \$3,633,952 and approve the department line item changes as outlined.

Move to increase the Rental Inspection Fund budget by \$4,000 to \$106,172 and approve the department line item changes as outlined.

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2013-14**

**Economic Vitality Incentive Program (EVIP) Part 3 and
Employee Compensation Plan**

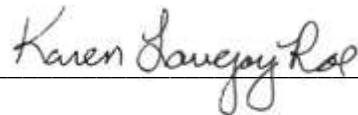
WHEREAS, the State of Michigan has enacted the Publicly Funded Health Insurance Contributions Act, Act 152 of 2011, (the "Act"); and

WHEREAS, the Act provides for limits on the amount that a local unit of government may pay or contribute to a medical benefit plan for its employees; and

WHEREAS, the Charter Township of Ypsilanti has elected to comply with the provisions of the Act and avoid penalties for non-compliance; and

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Ypsilanti will comply with the hard cap limits contained in Section 3 of Act 152 of 2011.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2013-14 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on May 13, 2013



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION 2013-15**

**Authorizing the Charter Township of Ypsilanti
to Exercise its “First Right of Refusal” and to
Purchase from Washtenaw County Treasurer
Catherine McClary Acting in her Capacity as
the Foreclosing Governmental Unit Under the
Authority of the General Property Tax Act the
Real Property Located at 953 E Michigan Ave
Ypsilanti Township, Michigan**

WHEREAS, on **February 20, 2013** Washtenaw County Circuit Court Judge David S. Swartz pursuant to the Petition filed by Washtenaw County Treasurer Catherine McClary, Acting in her capacity as the **Foreclosing Governmental Unit** (FGU) under the Authority of the **General Property Tax Act** (GPTA) entered a **“Judgment of Foreclosure and Order”** (Order) concerning the foreclosure of real property located in Washtenaw County due to unpaid delinquent taxes a copy of said Order being attached hereto and incorporated by reference and labeled Exhibit 1; and

WHEREAS, one of the properties listed in the **“Judgment of Foreclosure and Order”** included the real property located at 953 E. Michigan Ave. formerly known as **“Ypsilanti Mobile Village”** which consists of approximately 6.52 acres with the legal description being attached hereto and incorporated by reference and labeled Exhibit 2; and

WHEREAS, on **April 4, 2013** Washtenaw County Treasurer Catherine McClary filed in the Washtenaw County Register of Deeds at Liber 4969 Page 351 the **“Notice of Judgment and Foreclosure”** confirming that the Judgment of Foreclosure and Order entered by Circuit Court Judge Swartz on **February 20, 2013 “... became final and unappealable on March 13, 2013,”** a copy of said Notice of Judgment of Foreclosure being attached hereto and incorporated by reference and labeled Exhibit 3; and

WHEREAS, the Court of Appeals for the State of Michigan in an unanimous decision released for publication on **April 5, 2011** entitled

“City of Bay City vs Bay County Treasurer” held that under the GPTA that “. . . ***the determination of a proper purpose for the purchase of tax-delinquent property is a legislative function, vesting such determinations as arose in this case with Plaintiff’s council. Furthermore, because MCL 211.78(m)(1) creates a mandatory legal duty on Defendant’s part to sell the property to Plaintiff granting him no discretion to decide not to sale such property, the statute does not empower a county treasurer . . . to make an independent determination as to a municipality’s professed ‘public’ purpose”*** a copy of the Court of Appeals decision being attached hereto and incorporated by reference and labeled Exhibit 4; and

WHEREAS, from **2007** through **2013** the commercial tax base of the Township has decreased **\$126,293,103.00** in ***“State Equalized Value”*** and has also suffered a **\$52,552,646.00** decrease in taxable value for the same time period; and

WHEREAS, the Ypsilanti Township Board of Trustees has determined and hereby finds that the exercise of its ***“First Right of Refusal”*** to acquire the commercial property located at 953 East Michigan Ave., constitutes a ***“Public Purpose”*** as set forth in the Court of Appeals case entitled ***“City of Bay City vs Bay County Treasurer”*** since it is imperative that in order for the Township to continue to provide essential public services to its residents to promote and protect the public health, safety and welfare of the Township that the Township continues in its ongoing efforts to rebuild and redevelop the Township’s commercial tax base; and specifically this subject property given its strategic location along the East Michigan Avenue corridor which is one of the major gateways into the Township; and

WHEREAS, the Township expended significant financial resources in an effort to abate the Public Nuisance that was created at 953 East Michigan Ave. over a number of years which included but was not limited to drug trafficking, prostitution, felonious assaults, etc. etc.

Those efforts culminated in a series of Court Orders being issued by Washtenaw County Circuit Court Judge Donald E. Shelton which included the removal of all mobile home units from said property along with an

“Order Declaring Two Structures Remaining at Ypsilanti Mobile Village a Continuing Public Nuisance” which was entered by the Court on **December 21, 2011**; and

WHEREAS, the Township has been advised by the Washtenaw County Treasurer’s Office that the minimum bid price for the property located at 953 East Michigan Ave. is **\$47,110.00**;

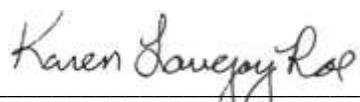
NOW, THEREFORE THE YPSILANTI CHARTER TOWNSHIP BOARD OF TRUSTEES HEREBY RESOLVES AS FOLLOWS:

1. That the Township hereby finds and determines that the exercise of its **“First Right of Refusal”** pursuant to the General Property Tax Act as further defined in the Court of Appeals case entitled **“City of Bay City vs Bay County Treasurer”** to purchase the commercial property located at 953 East Michigan Ave. constitutes a **“Public Purpose”** since it is imperative that in order for the Township to continue to provide essential public services to its residents to promote and protect the public health, safety and welfare of the Township that the Township continues in its ongoing efforts to rebuild and redevelop the Township’s commercial tax base.

2. That the Township hereby notifies Washtenaw County Treasurer Catherine McClary Acting in her Capacity as the Foreclosing Governmental Unit that the Township desires to purchase 953 East Michigan Ave. under the Township’s **“First Right of Refusal”** for a minimum bid which per the Washtenaw County Treasurer’s Office is **\$47,110.00**.

3. That the Township authorizes the payment of **\$47,110.00** for the purpose of acquiring 953 E. Michigan Ave. pursuant to the Township’s **“First Right of Refusal”** for the **“Public Purpose”** as defined herein.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2013-15 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on May 13, 2013.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

To: Board of Trustees

From: Mike Radzik
Office of Community Standards

Re: Request to Approve Grant Contract with the Michigan Land Bank Fast Track Authority for the Demolition of Liberty Square in the amount of \$653,840

Date: May 7, 2013

Copy To: Javonna Neel, Accounting Director
Doug Winters, Attorney

Last year, the Office of Community Standards applied for a grant through the Michigan Blight Elimination Program to facilitate the demolition of 151 townhouses at Liberty Square to comply with a circuit court order that declared the complex to be a public nuisance. A preliminary award was made on February 15, 2013, subject to a feasibility review.

The feasibility review of the Liberty Square grant application has been completed and the consultant overseeing the Blight Elimination Program has recommended final approval. A proposed contract has been received from the Michigan Land Bank Fast Track Authority, which has been reviewed by legal counsel and found to be in proper form.

I respectfully request that the Board of Trustees approve the attached agreement between the Charter Township of Ypsilanti and the Michigan Land Bank Fast Track Authority for the demolition of Liberty Square in the amount of \$653,840 and authorize signatures as indicated.

Thank you for your thoughtful consideration. Please contact me with questions or concerns.

III. CONTACTS

GRANTEE CONTACT:

Brenda Stumbo/Township Supervisor
Karen Lovejoy Roe/Township Clerk
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197
(734) 544-3730
bstumbo@ytown.org
klovejoyroe@ytown.org
Tax ID Number: 38-6007433

MLB CONTACT:

Jeff Huntington, Property Specialist
300 N. Washington Sq.
Lansing, MI 48913
517-335-8430
huntingtonj@michigan.gov

ADR CONTACT:

Barry Ellentuck, President
ADR Consultants, LLC
6364 Ramwyck Court, Suite C
West Bloomfield, Michigan 48322
248-318-9424
barryse@adrllc.net

IV. CHANGES

Any changes to this Contract shall be requested by the Grantee in writing to ADR and approved in writing by the MLB. The MLB reserves the right to deny requests for changes to the Contract or to the appendices. No changes can be implemented without approval by the MLB.

V. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in the Program-Specific Requirements section and in Appendix A of this Contract. All deliverables in Appendix A, unless otherwise stated in this Contract, shall be made to ADR at the address set forth in Section III, or electronically as ADR may provide.

VI. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all local, State, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, State, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The MLB's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The MLB's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or a cause of action arising out of the performance of this Contract.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the MLB for the purpose of obtaining this Contract or any payment under the Contract and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VII. USE OF MATERIAL

Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the MLB funded all or a portion of its development.

The MLB retains an irrevocable license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this Contract whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the MLB can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

VIII. ASSIGNABILITY

The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the MLB. The MLB does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

IX. SUBCONTRACTS

The MLB reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the MLB will consider the Grantee

to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be qualified to perform the duties required. Contractors must be procured through a competitive procurement process.

X. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, State, and local fair employment practices and equal opportunity laws. Grantee covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

XI. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XII. LIABILITY

(A) The Grantee, not the MLB or ADR, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the MLB in the performance of this Contract is the responsibility of the MLB and not the responsibility of the Grantee if the liability is caused by any MLB employee or agent.

(C) In the event that a liability or liabilities arise as a result of activities conducted jointly by the Grantee and the MLB in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the MLB in relation to each party's responsibilities under these joint activities.

(D) Nothing in this contract should be construed as a waiver of any governmental immunity by the Grantee, the MLB, its agencies, or employees as provided by statute or court decisions.

XIII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member

of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Contract.

XIV. ANTI-LOBBYING

Grantee shall not use any of the grant funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2): "Lobbying' means communicating directly with an official of the executive branch of State government or an official in the legislative branch of State government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the MLB. Further, the Grantee shall require that language of the assurances in this section be included in the award documents of all subawards at all tiers.

XV. DEBARMENT AND SUSPENSION

By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractor:

- (1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
- (2) Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, MLB, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and policies governing this program.

XVI. AUDIT AND ACCESS TO RECORDS

Pursuant to MCL 18.1470 the MLB reserves the right to conduct a programmatic and financial audit of the project, and the MLB may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the MLB. The financial and accounting

records associated with this Contract shall be made available to MLB, its designee, and the auditor general, upon request, during the terms of this Contract and any extension of this Contract and for three years after the Contract End Date or final payment under the Contract, whichever is later. The Grantee will provide proper facilities for such access and inspection.

XVII. INSURANCE

The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Contract.

XVIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims made to the MLB under this Contract must not be financed by any source other than the MLB under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the MLB, the total amount representing such duplication of funding.

XIX. COMPENSATION

(A) The MLB will pay the Grantee a total amount not to exceed the amount specified in Section 1 of this Contract, and only for expenses incurred for this project. Grantee may not expend more than \$0.00 for administrative costs. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Unless otherwise agreed to in writing, expenses incurred by the Grantee prior to the Start Date or after the End Date of this Contract are not allowed under the Contract.

(C) The MLB will approve payment requests after approval of reports and related documentation as required under this Contract.

(D) The MLB reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Contract will be processed by Electronic Funds Transfer (EFT). The Grantee shall register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.mi.gov/cpexpress>).

(F) Final payment will be withheld by the MLB until the project is completed in accordance with Section XX, Closeout, and Appendix A.

XX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the MLB after the Grantee has satisfactorily completed the activities and deliverables described in Appendix A.

(B) Upon issuance of final payment from the MLB, the Grantee releases the MLB of all claims against the MLB arising under this Contract. Unless otherwise provided in this Contract or by law, final payment under this Contract shall not constitute a waiver of the MLB's claims against the Grantee.

(C) The Grantee shall immediately refund to the MLB any payments in excess of the costs allowed by this Contract.

XXI. CANCELLATION

This Contract may be canceled by the MLB, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the MLB and Grantee. The MLB reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

XXII. TERMINATION

(A) This Contract may be terminated by the MLB as follows:

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on page 1 or other applicable law or rules;
- b. If the Grantee knowingly and willingly presents false information to the MLB for the purpose of obtaining this Contract or any payment under this Contract;
- c. If the MLB finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the MLB in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract;
- d. During the 30-day written notice period, the MLB shall also withhold payment for any findings under subparagraphs a through c, above; or
- e. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Labor and Economic Growth or its successor.

(2) Immediately and without further liability to the MLB if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving

**PROJECT
SCOPE AND REQUIREMENTS
APPENDIX A**

I. PROJECT LOCATION

The Grantee agrees to perform or to assume responsibility for the performance of all functions and tasks contained herein in order to complete the demolition of the properties at the locations listed in Appendix B.

II. PROJECT REQUIREMENTS AND SCOPE

The Grantee shall complete demolition and clearance of structures and contents at the properties identified in Section I, whether above or below ground on each site by the Contract End Date.

1. The Grantee shall carry out the demolition and clearance activities in accordance with the requirements set forth in this Project Scope.
2. The Grantee shall coordinate demolition and clearance activities, ensuring that all approvals and permits are in place prior to the start of work.
3. The Grantee shall ensure compliance with all requirements related to lead-based paint, asbestos and other hazardous materials and notify the appropriate state or local agencies or Michigan Department of Environmental Quality (MDEQ) if required by law. Further details and requirements are located on the following websites;
http://michigan.gov/deq/0,1607,7-135-3310_4106-11856--,00.html,
http://michigan.gov/deq/0,1607,7-135-3307_29693_30031---,00.html,
<http://www.hud.gov/offices/lead> and <http://www.epa.gov/asbestos>.
4. Demolition includes the complete tearing down and razing of a structure and the deconstruction of a structure in compliance with all local and state laws and regulations.
5. Clearance of sites includes removal and disposal of all materials and debris in compliance with federal, state or local requirements; providing for erosion control; and other incidentals necessary to satisfactorily complete the structure removal. All debris shall go to a licensed sanitary landfill. Copies of the landfill receipts for every load removed from the project site must be maintained for each day and made available for inspection as requested.
6. ADR will establish specific reporting requirements for the project.

7. The Grantee is responsible for:
- a. Providing qualified personnel, equipment, materials and other resources necessary to perform activities in order to complete demolition and clearance of all the properties identified in Section I by the Contract End Date.
 - b. Ensuring adequate quality control.
 - c. Maintaining documents and records related to all the activities carried out under the Contract. The Grantee shall maintain current, accurate and complete records according to and in compliance with all applicable federal, state and local requirements and Section XVI of the Contract. Identifying a Project Manager or designated representative who will serve as the Grantee's contact person and who has final authority for the Grantee on all matters relating to the contract.
 - d. Coordinating with ADR on matters relating to the project requirements, including completion, or any items that require immediate attention or that impact on the results or quality of the work to be performed.
 - e. Accuracy of the work performed. Grantee is required to make all necessary revisions or corrections resulting from errors and omissions on the part of the Grantee without additional Funding. Acceptance of the work by MLB will not relieve the Grantee of the responsibility for subsequent correction of any such errors and omissions.
 - f. Reporting the status of the project to ADR in accordance with the reporting requirements established by ADR for the Grantee's project. The reports will require, but not be limited to, the following information.
 - i. Weekly Work in Process report
 - ii. Signed approved invoices
 - iii. Landfill receipts
 - iv. Procurement documents - RFP, Contracts, Bid Tabs

III. PROJECT COMPLETION

The Grantee shall submit to ADR, in a timely manner, two (2) complete copies of a Request for Payment form that includes all supporting documentation. The format for the Request for Payment form is Appendix C.

The MLB will make final payment after the project is complete. Project completion means all of the following:

- (1) All structures identified in this Appendix B have been demolished in accordance with the project requirements.
- (2) The Grantee has submitted the final Request for Payment form, including all supporting documentation.

The MLB shall make a determination of project completion based on the recommendation of ADR, and any review of the project and the project file the MLB deem necessary in its sole discretion, including site inspections.

Payment of funds by MLB is based on satisfactory completion of work and successful closeout.

**PROJECT LOCATIONS
APPENDIX B**

Parcel Number	Street Address			
K -11-24-105-001	3293 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-002	3289 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-003	3285 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-004	3281 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-005	3277 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-006	3273 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-007	3269 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-008	3265 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-009	3261 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-010	3257 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-011	3253 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-012	3249 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-013	3245 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-014	3241 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-015	3237 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-016	3233 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-017	3229 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-018	3225 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-019	3221 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-001	3187 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-002	3183 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-003	3179 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-004	3175 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-005	3171 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-006	3167 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-007	3163 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-008	3159 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-009	3155 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-010	3151 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-011	3139 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-012	3135 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-013	3131 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-014	3127 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-015	3123 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-016	3119 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-017	3115 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-018	3109 MORRIS AVE	YPSILANTI	MI	48198

Parcel Number	Street Address			
K -11-24-107-001	3194 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-107-002	3190 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-107-003	3186 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-107-004	3182 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-107-005	3178 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-107-006	3174 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-107-007	3170 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-107-008	3166 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-107-009	3162 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-107-010	3158 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-107-011	3154 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-107-012	3150 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-107-013	3146 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-108-001	2106 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-002	2108 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-003	2110 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-004	2112 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-005	2114 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-006	2116 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-007	2118 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-008	2120 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-009	2126 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-010	2128 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-011	2130 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-012	2132 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-013	2134 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-014	2136 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-015	2138 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-016	2140 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-017	2142 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-018	2144 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-019	2150 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-020	2152 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-021	2154 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-022	2156 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-023	2158 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-024	2160 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-025	2162 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-026	2164 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-001	2115 MARGERY ST	YPSILANTI	MI	48198

Parcel Number	Street Address			
K -11-24-109-002	2117 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-003	2119 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-004	2121 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-005	2123 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-006	2125 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-007	2127 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-008	2129 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-009	2131 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-010	2137 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-011	2139 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-012	2141 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-013	2143 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-014	2145 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-015	2147 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-016	2149 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-017	2151 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-018	2153 MARGERY ST	YPSILANTI	MI	48198
K -11-24-110-001	2116 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-002	2118 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-003	2120 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-004	2122 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-005	2124 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-006	2126 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-007	2128 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-008	2130 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-009	2132 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-010	2138 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-011	2140 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-012	2142 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-013	2144 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-014	2146 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-015	2148 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-016	2150 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-017	2152 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-018	2154 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-001	2107 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-002	2109 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-003	2111 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-004	2115 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-005	2117 NANCY ST	YPSILANTI	MI	48198

Parcel Number	Street Address			
K -11-24-111-006	2119 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-007	2121 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-008	2123 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-009	2129 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-010	2131 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-011	2133 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-012	2135 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-013	2137 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-014	2139 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-015	2141 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-016	2143 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-017	2145 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-018	2147 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-019	2153 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-020	2155 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-021	2157 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-022	2159 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-023	2161 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-024	2163 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-025	2165 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-026	2167 NANCY ST	YPSILANTI	MI	48198
K -11-24-181-001	3207 GROVE RD	YPSILANTI	MI	48198
K -11-24-181-002	3203 GROVE RD	YPSILANTI	MI	48198
K -11-24-181-003	3199 GROVE RD	YPSILANTI	MI	48198
K -11-24-181-004	3195 GROVE RD	YPSILANTI	MI	48198
K -11-24-181-005	3191 GROVE RD	YPSILANTI	MI	48198
K -11-24-181-006	3187 GROVE RD	YPSILANTI	MI	48198
K -11-24-181-007	3183 GROVE RD	YPSILANTI	MI	48198
K -11-24-181-008	3179 GROVE RD	YPSILANTI	MI	48198
K -11-24-181-009	3175 GROVE RD	YPSILANTI	MI	48198
K -11-24-181-010	3171 GROVE RD	YPSILANTI	MI	48198
K -11-24-181-011	3167 GROVE RD	YPSILANTI	MI	48198
K -11-24-181-012	3163 GROVE RD	YPSILANTI	MI	48198
K -11-24-181-013	3159 GROVE RD	YPSILANTI	MI	48198

**PROJECT
PAYMENT REQUEST FORM
APPENDIX C**

FORM ATTACHED

PAYMENT REQUEST

(To be submitted on organization's letterhead)

Date

Barry Ellentuck, ADR Consultants, LLC
6364 Ramwyck Court, Suite C
West Bloomfield, MI 48322

RE: Name of Organization
Address of Organization
Contact Number

Dear (Program Manager's Name):

In review of the work performed by (contractor named below) and the attached invoice, I request that (\$ _____) be released to _____, for this payment request. I also certify, that within (3) business days of receiving these funds that payments will be made to the requested party.

Payment Request No. (Overall) _____
Name of Contractor/Architect: _____
Address of Subcontractor _____
Service(s) Provided _____
Amount \$ _____

Sincerely,

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MAY 23, 2013 SPECIAL MEETING**

The meeting was called to order by Supervisor Brenda L. Stumbo, at approximately 9:00 a.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge, Jean Hall Currie, Mike Martin and Scott Martin

Members Absent: None

Legal Counsel: Attorney Wm. Douglas Winters

Supervisor Stumbo stated there was a request from Tom Colis, Bonding Attorney to add Resolution No. 2013-17, Amending Resolution Authorizing Issuance of 2013 General Obligation Limited Tax Refunding Bonds to the agenda.

Treasurer Doe explained the original resolution authorized an open bid. He said late Wednesday afternoon, he and Supervisor Stumbo were contacted by Tom Colis, Bonding Attorney regarding Capital One's offer to purchase the entire bond at 2.4%. Treasurer Doe stated the resolution was to make a change from the open market to single source provider. He requested the resolution be added to the agenda for Board consideration.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to add Resolution No. 2013-17 to the agenda. The motion carried unanimously.

1. RESOLUTION NO. 2013-17, AMENDING RESOLUTION AUTHORIZING ISSUANCE OF 2013 GENERAL OBLIGATION LIMITED TAX REFUNDING BONDS

A motion was made by Trustee Eldridge, supported by Treasurer Doe to approve Resolution No. 2013-17, Amending Resolution Authorizing Issuance of 2013 General Obligation Limited Tax Refunding Bonds (see attached).

Tom Colis, Bonding Attorney briefly explain the bond process. He said Capital One requested to purchase the entire bond. Mr. Colis stated the resolution only changed two sections of the prior resolution. It sets the term of 2.4% and the maturity schedule, locks the dollar amount at \$2.955 million and authorizes sale of bonds to Capital One. He said, if approved, the deal would close on June 6, 2013. Mr. Colis explained the savings from refinancing would be approximately \$482,000.

The motion carried unanimously.

2. BUDGET AMENDMENT #9

A motion was made by Treasurer Doe, supported by Trustee Hall Currie to approve Budget Amendment #9 (see attached).

Trustee Eldridge questioned if budget amendments could be approved after the item had been discussed.

Supervisor Stumbo explained it was required to have the dollars in the line item prior to approval.

Clerk Lovejoy Roe responded that approving the amendments prior to other agenda items make it easier for tracking and the dollars were required to be in the account before it could be approved.

**CHARTER TOWNSHIP OF YPSILANTI
MAY 23, 2013 SPECIAL MEETING MINUTES
PAGE 2**

Trustee Eldridge stated he would like proof of the requirement because the perception was the Board was being forced into making a decision on an item later on the agenda because the budget amendment was already approved.

Javonna Neel, Accounting Director said she would need to check on Trustee Eldridge's question but a budget amendment could be done within the motion of the item being approved or the items could be approved contingent upon budget amendment approval.

The motion carried unanimously.

3. STATEMENTS AND CHECKS

A motion was made by Treasurer Doe, supported by Trustee Scott Martin to approve Statements and Checks. The motion carried unanimously.

4. APRIL 2013 TREASURER REPORT

Treasurer Doe gave the report for April 2013. The beginning balance was \$30,224,779.97 and the ending balance was \$28,740,619.52.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve the April 2013 Treasurer Report (see attached). The motion carried unanimously.

5. REQUEST TO APPROVE SECOND AGREEMENT WITH WASHTENAW COUNTY ROAD COMMISSION IN THE AMOUNT OF \$166,339.60, BUDGETED IN LINE ITEM #101.446.000.818.022 AND AUTHORIZATION TO SIGN AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Second Agreement with the Washtenaw County Road Commission in the amount of \$166,339.60, budgeted in line item #101.446.000.818.022 and to authorize signing of the agreement (see attached). The motion carried unanimously.

6. REQUEST TO APPROVE THIRD AGREEMENT WITH WASHTENAW COUNTY ROAD COMMISSION IN THE AMOUNT OF \$1,370,400, PAID WITH ROAD BOND FUNDS AND AUTHORIZATION TO SIGN AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Third Agreement with the Washtenaw County Road Commission in the amount of \$1,370,400, to be paid with Road Bond Funds and to authorize signing of the agreement (see attached). The motion carried unanimously.

7. REQUEST TO APPROVE AGREEMENT TO ASSIGN THE LINCOLN CONSOLIDATED SCHOOL DISTRICT CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD OF JUNE 9, 2013 THROUGH AUGUST 24, 2013 IN THE AMOUNT OF \$31,687.50, BUDGETED IN LINE ITEM #266.301.000.831.008 AND AUTHORIZATION TO SIGN AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve the Agreement to assign the Lincoln Consolidated School District Contractual Deputy to Ypsilanti Township for the period of June 9, 2013 through August 24, 2013 in the amount of \$31,687.50, budgeted in line item #266.301.000.831.008 and to authorize signing of the agreement (see attached).

**CHARTER TOWNSHIP OF YPSILANTI
MAY 23, 2013 SPECIAL MEETING MINUTES
PAGE 3**

Trustee Eldridge questioned if the benchmarks from 2012 were available.

Mike Radzik, OCS Director stated weekly benchmarks would be provided throughout the term of the contract. He said Lt. A-Z would provide a formal summary report regarding their activity from last year.

Trustee Eldridge said he was disappointed because the summary was not available because he had requested it over 10-months ago. He requested the Board be provided a weekly update on the two deputy positions currently before the Board.

The motion carried unanimously.

8. REQUEST TO APPROVE AGREEMENT TO ASSIGN THE YPSILANTI COMMUNITY SCHOOL DISTRICT CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD OF JUNE 9, 2013 THROUGH AUGUST 24, 2013 IN THE AMOUNT OF \$31,687.50, BUDGETED IN LINE ITEM #266.301.000.831.008 AND AUTHORIZATION TO SIGN AGREEMENT

A motion was made by Trustee Hall Currie, supported by Clerk Lovejoy Roe to approve the Agreement to assign the Ypsilanti Community School District Contractual Deputy to Ypsilanti Township for the period of June 9, 2013 through August 23, 2013 in the amount of \$31,687.50, budgeted in line item #266.301.000.831.008 and to authorize signing of the agreement (see attached). The motion carried unanimously.

9. REQUEST TO AUTHORIZE PROFESSIONAL SERVICES CONTRACT FOR ASBESTOS SURVEY OF LIBERTY SQUARE TO COMPLY WITH MDEQ, NESHAP AND MIOSHA REQUIREMENTS NOT TO EXCEED \$30,000, BUDGETED IN LINE ITEM #101.950.000.969.011

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to authorize the Professional Services Contract for Asbestos Survey of Liberty Square to comply with MDEQ, NESHAP and MOISHA requirements not to exceed \$30,000, budgeted in line item #101.950.000.969.011.

Mike Radzik, OCS Director provided a brief overview and referenced his clarification email sent to Board Members. He explained that MDEQ reported the survey done previously was inadequate and would not be accepted. Mr. Radzik further explained the only course of action to maintain the feasibility of the grant was to redo the asbestos survey with a different company. He provided the process taken to obtain a proposal from a qualified company. Mr. Radzik recommended the Board award the job to Cardno/ATC, not to exceed \$30,000.

Trustee Eldridge asked if there would be some type of oversight with this company so the Township would not fall into the same predicament.

Mr. Radzik said staff would be on site at random times of the day to observe the work being done.

The motion carried unanimously.

10. REQUEST TO AUTHORIZE LEGAL COUNSEL TO INVESTIGATE AND RECOMMEND TO TOWNSHIP BOARD WHAT LEGAL OPTIONS ARE AVAILABLE TO SEEK REIMBURSEMENT OF ALL FUNDS PREVIOUSLY EXPENDED FOR THE ASBESTOS SURVEY PERFORMED AT LIBERTY SQUARE BY TEG ENVIRONMENTAL SERVICES, INC.

**CHARTER TOWNSHIP OF YPSILANTI
MAY 23, 2013 SPECIAL MEETING MINUTES
PAGE 4**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to authorize legal counsel to investigate and recommend to the Township Board what legal options are available to seek reimbursement of all funds previously expended for the asbestos survey at Liberty Square by TEG Environmental Services, Inc.

Attorney Winters explained the first contractor did not adequately perform the required work and all the details were still unknown. He felt the Township should be reimbursed for the additional cost of redoing the survey and abatement costs for work not completed by the first contractor. The insurance carrier of the previous contractor had been notified regarding the errors and omissions, professional liabilities coverage and asked them to provide a copy of the policy. Attorney Winters stated there was a lot of detail that still needed to be gathered and evaluated.

Trustee Scott Martin said he felt the Township should bite the bullet and move forward. He said the Township should not throw good money after bad.

Attorney Winters explained that the TEG contract specifically stated the report was intended for the Township and other governmental entities to rely upon the veracity of what was contained in the report because he was aware that the Township would be seeking funding for the project. He stressed that no one had any knowledge that what was submitted by TEG was suspect.

Trustee Mike Martin asked if TEG was investigated prior to making the recommendation to award the bid.

Mr. Radzik stated the references, which were local government agencies were contacted. He said a favorable recommendation was received from the Wayne County Brownfield Redevelopment Authority and Derrick Gideon and TEG were listed on the MISHDA website as a qualified consultant to perform this type of work.

Supervisor Stumbo asked if the motion should also be for the asbestos removal.

A friendly amendment was made by Clerk Lovejoy Roe to include reimbursement for the cost of the abatement services performed. The friendly amendment was accepted.

Trustee Mike Martin stressed that TEG should be held accountable and some sort of action should be taken.

Trustee Scott Martin felt the Township should hire an inspector to be on site to ensure the work was being completed properly. The Board agreed.

The motion carried unanimously.

ADJOURNMENT

The meeting adjourned at approximately 9:55 a.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
COUNTY OF WASHTENAW
STATE OF MICHIGAN**

**RESOLUTION NO. 2013-17
AMENDING RESOLUTION AUTHORIZING ISSUANCE OF
2013 GENERAL OBLIGATION LIMITED TAX REFUNDING BONDS**

Minutes of a special meeting of the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the "Township"), held on the 23rd day of May, 2013, at 9:00 a.m., Eastern Daylight Time.

PRESENT: Members: Supervisor Brenda Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge, Jean Hall Currie, Mike Martin and Scott Martin

ABSENT: Members: None

The following preamble and resolutions were offered by Member Trustee Stan Eldridge and supported by Member Treasurer Larry Doe:

WHEREAS, on April 8, 2013, the Township Board of the Township authorized the Resolution Authorizing Issuance of 2013 General Obligation Limited Tax Refunding Bonds (the "Resolution") in an amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) (the "Bonds") to refund the Township's outstanding General Obligation Limited Tax Capital Improvement Bonds, Series 2005A (the "2005 Bonds") and the General Obligation Limited Tax Capital Improvement Bonds, Series 2006 (the "2006 Bonds"); and

WHEREAS, the Township Board has determined to only refund the 2006 Bonds maturing in the years 2015 to 2029, inclusive (the "Prior Bonds to be Refunded"); and

WHEREAS, the Resolution authorized the negotiation of the sale of the Bonds with Hilliard Lyons as Underwriter; and

WHEREAS, subsequent to the adoption of the Resolution, the Township received a proposal from Capital One Public Funding, LLC (the "Purchaser"), to purchase the Bonds pursuant to a negotiated sale and to have Hilliard Lyons act as the placement agent (the "Placement Agent") for the Township; and

WHEREAS, it is necessary to amend and supplement the Resolution to authorize the sale of the Bonds to the Purchaser and to appoint the Placement Agent.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Words and terms not otherwise defined herein shall have the meanings set forth in the Resolution.

2. *Section 1 of the Resolution is hereby amended to read as follows:*

1. Authorization of Refunding Bonds; Bond Terms. A bond of the Township designated 2013 GENERAL OBLIGATION LIMITED TAX REFUNDING BOND (the "Bond") is authorized to be issued in the aggregate principal sum of Two Million Nine Hundred Fifty-Five Thousand Dollars (\$2,955,000) for the purpose of paying the costs of refunding the Prior Bonds to be Refunded, including the costs incidental to the issuance, sale and delivery of the Bond. The Bond shall be in the form of a single fully-registered, nonconvertible bond of the denomination of \$2,955,000, dated as of the date of delivery, payable in principal installments serially on May 1 of each year beginning May 1, 2014 as shown below:

<u>Due</u> <u>May 1</u>	<u>Principal</u> <u>Installment</u>
2014	\$35,000
2015	160,000
2016	165,000
2017	170,000
2018	175,000
2019	180,000
2020	185,000
2021	190,000
2022	195,000
2023	200,000
2024	205,000
2025	210,000
2026	210,000
2027	220,000
2028	225,000
2029	230,000

The Bond shall bear interest at a rate of two and forty-hundredths percent (2.40%) per annum, payable on November 1, 2013 and semiannually thereafter, by check or draft mailed by the Transfer Agent (as hereinafter defined) to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the Issuer to conform to market practice in the future.

All other references in the Resolution to "Bonds" shall mean "Bond".

3. *Section 11 of the Resolution is hereby amended to read as follows:*

3. Acceptance of Proposal; Appointment of Placement Agent. The Township Board hereby accepts the proposal from Capital One Public Funding, LLC (the "Purchaser") to purchase the Bond at a rate of 2.40% per annum and the Supervisor, Clerk or Treasurer (each an "Authorized Officer", and together the "Authorized Officers") are each individually authorized to execute any additional documentation necessary to accept the proposal.

The Township Board hereby appoints Hilliard Lyons as Placement Agent in connection

with the Bond. The fees and expenses of the Placement Agent and other accumulated bond related fees and expenses shall be payable as a cost of issuance from proceeds of the Bond or other available funds.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Amending Resolution be and the same hereby are rescinded.

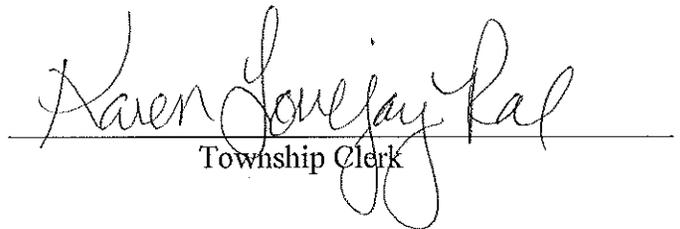
AYES: **Members:** Supervisor Brenda Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge, Jean Hall Currie, Mike Martin and Scott Martin

NAYS: **Members:** None

RESOLUTION DECLARED ADOPTED.


Township Clerk

I HEREBY CERTIFY that the foregoing constitutes a true and complete copy of a resolution duly adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a special meeting held on the May 23, 2013, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.


Township Clerk

21187899.1\099378-00014

**CHARTER TOWNSHIP OF YPSILANTI
2013 BUDGET AMENDMENT #9**

May 23, 2013 Special Meeting

101 - GENERAL OPERATIONS FUND

Total Increase \$196,340.00

Increase Highway & St-Road Construction for 2013 Ypsilanti Township second agreement with the Washtenaw County Road Commission. The total of the agreement is \$166,340. These road improvements are not on the list for the Road Bond . This will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	<u>\$166,340.00</u>
		Net Revenues	<u>\$166,340.00</u>
Expenditures:	Highway & St-Road Construction	101-446-000-818.022	<u>\$166,340.00</u>
		Net Expenditures	<u>\$166,340.00</u>

Increase Land Bank for Asbestos Survey for Liberty Square in order to prep for demolition. This will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	<u>\$30,000.00</u>
		Net Revenues	<u>\$30,000.00</u>
Expenditures:	Contribution - Land Bank	101-950-000-969.011	<u>\$30,000.00</u>
		Net Expenditures	<u>\$30,000.00</u>

Motion to Amend the 2013 Budget (#9):

Move to increase the General Fund budget by \$196,340 to \$9,175,773 and approve the department line item changes as outlined.

OFFICE OF THE TREASURER
LARRY J. DOE



MONTHLY TREASURER'S REPORT
APRIL 1, 2013 THROUGH APRIL 30, 2013

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	4,463,439.74	717,831.70	995,787.10	4,185,484.34
101 - Payroll	139,315.07	703,811.53	732,157.77	110,968.83
101 - Willow Run Escrow	141,519.19	29.08	0.00	141,548.27
206 - Fire Department	1,272,643.29	796.37	615,896.54	657,543.12
208 - Parks Fund	4,520.29	0.14	650.09	3,870.34
212 - Roads/Bike Path/Rec/General Fund	847,329.72	54,997.40	306,751.69	595,575.43
225 - Environmental Clean-up	444,098.07	16.49	0.00	444,114.56
226 - Environmental Services	2,230,004.86	1,150.11	223,323.05	2,007,831.92
230 - Recreation	78,051.43	344,080.62	108,983.49	313,148.56
236 - 14-B District Court	187,439.88	120,337.01	130,480.19	177,296.70
244 - Economic Development	67,144.46	2.49	0.00	67,146.95
248 - Rental Inspections	79,658.13	9,017.96	10,124.83	78,551.26
249 - Building Department Fund	327,243.36	42,218.74	34,824.11	334,637.99
250 - LDFA Tax	305.04	0.01	0.00	305.05
252 - Hydro Station Fund	688,399.85	76,221.85	18,940.08	745,681.62
266 - Law Enforcement Fund	1,045,693.42	169.73	111,878.69	933,984.46
280 - State Grants	18,374.18	0.68	0.00	18,374.86
301 - General Obligation	210,124.34	29.66	0.00	210,154.00
396 - Series "A" Bond Payments	7,063.61	0.26	0.00	7,063.87
397 - Series "B" Cap. Cost of Funds	51,449.89	1.63	7,426.83	44,024.69
398 - LDFA 2006 Bonds	54,071.25	215,144.35	150,010.00	119,205.60
498 - Capital Improvement 2006 Bond Fund	335,312.69	68.90	0.00	335,381.59
584 - Green Oaks Golf Course	133,693.08	68,834.11	67,251.24	135,275.95
590 - Compost Site	1,316,038.87	11,025.69	23,424.11	1,303,640.45
595 - Motor Pool	440,385.13	31,105.11	72,380.95	399,109.29
701 - General Tax Collection	98,329.95	112,693.62	19,711.72	191,311.85
703 - Current Tax Collections	14,678,528.80	3,961.82	364,518.64	14,317,971.98
707 - Bonds & Escrow/GreenTop	732,905.27	3,915.72	2,719.69	734,101.30
708 - Fire Withholding Bonds	37,869.33	7.78	0.00	37,877.11
893 - Nuisance Abatement Fund	64,020.23	877.24	3,918.33	60,979.14
ABN AMRO Series "B" Debt Red. Cap.Int.	28,361.19	0.67	1,324.90	27,036.96
Comerica Series B Bond	1,446.36	0.12	25.00	1,421.48
GRAND TOTAL	30,224,779.97	2,518,348.59	4,002,509.04	28,740,619.52

2013 YPSILANTI TOWNSHIP SECOND AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of May, 2013, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

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

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

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

It is further understood that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverages for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverages to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

1. **Local Road Dust Control (497-11-108):**

Placement of three (3) solid applications of contract brine (approximately 68,880 gallons) on all certified local gravel/limestone roads within the township.

Estimated cost of contract brine: \$ 9,987.60

2. **Merritt Road, Stony Creek Road to Hitchingham Road:**

Work to include the placement of a 6" (C.I.P.) of 23a limestone (approximately 3300 tons) with associated dust control, ditching, tree removal and project restoration.

Estimated project cost: \$ 84,200.00

3. **Section 3, Ypsilanti Township:**

Work to include crack sealing. Roads to include: Campbell Avenue, Lynne Avenue, Bagley Avenue, Hollis Avenue, Hunt Place, Browning Street, Walnut Street, Maple Drive, Ivanhoe Avenue, Mohawk Avenue, Miami Avenue and Oak Street (dead end to Miami).

Estimated project cost: \$ 35,700.00

4. **Greene Farms Subdivision:**

Work to include crack sealing. Roads to include: Oyster Bay Drive, Glen Oaks Drive, Rachel Drive, Richmond Drive, Crest Drive, Oxford Court, Berwick Drive, Dover Drive, Roxbury Drive, Kenton Court, Henley Drive, Durham Drive,

Carlton Drive, Kensington Drive, Greene Farm Drive, Greene Farm Court, Pioneer Drive, Roxbury Court, Amrhein Drive, Warwick Drive, Hampton Drive, Hampton Court, Berwick Court, Essex Drive, Marlow Drive, Winterfield Drive, Newbury Drive, and Houston Court.

Estimated project cost: \$ 35,700.00

5. Whittaker Village Condominium:

Work to include crack sealing. Roads to include: Belle Meade Street, Belle Meade Court, Trotters Park Street, Collin Court and Shire Lane.

Estimated project cost: \$ 13,400.00

6. Streamwood Subdivision & Amberly Grove Condominium:

Work to include crack sealing. Roads to include: Amberly Way, Hogan Drive, Hideaway Drive, Mission Hills Drive, Indian Wells Drive, St. Andrews Drive, Cypress Point Drive, Lochmoor Drive, Copper Creek Court, Copper Creek Drive, Sea Mist Drive, Deer Track Drive, Deer Track Court, Bonita Drive, Muirfield Drive, Streamwood Drive, Oakland Hills Drive, Doral Drive, Bermuda Dunes Drive, Bay Tree Drive, Myrtlewood Drive, Knollwood Drive, Willow Creek Drive, Glacier Pointe Drive, Royal Troon Drive, Spy Glass Lane, Homestead Road, and Sawgrass Road.

Estimated project cost: \$ 35,700.00

7. Munger Road, Merritt Road northerly 3,450 feet:

Work to include the placement of a 6" (C.I.P.) of 23a limestone (approximately 4350 tons) with associated dust control, ditching, berming, culvert replacements and project restoration. This is a proposed township shared project with Pittsfield Township.

Estimated project cost: \$ 126,300.00

Estimated project cost to Ypsilanti Township: \$ 63,150.00

AGREEMENT SUMMARY

2013 LOCAL ROAD PROGRAM

Local Road Dust Control	\$ 9,987.60
Merritt Road, Stony Creek to Hitchingham	84,200.00
Section 3 Crack Sealing	35,700.00
Greene Farms Subdivision	35,700.00
Whittaker Village Condominium	13,400.00
Streamwood Subdivision/Amberly Grove	35,700.00

2013 Ypsilanti Township Second Agreement

Page Three

Munger Road, Merritt northerly 3,450 feet	63,150.00
Total Local Program	\$ 277,837.60

Less 2013 Conventional Matching Funds:	105,574.00
Less 2013 Drainage Matching Funds:	5,924.00

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP
 UNDER THIS AGREEMENT DURING 2013: \$ 166,339.60

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo
 Brenda L. Stumbo, Supervisor

Angela Robinson Witness

Karen Lovejoy Roe
 Karen Lovejoy Roe, Clerk

Maria Botteri Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

 Douglas E. Fuller, Chair

_____ Witness

 Roy D. Townsend, Managing Director

_____ Witness

**2013 YPSILANTI TOWNSHIP THIRD AGREEMENT
(Bond Program)**

THIS AGREEMENT, made and entered into this 23rd day of May, 2013, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

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

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

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

It is further understood that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverages for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverages to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

1. **Munger Road, Textile Road to a point 0.4 miles northerly:**

Work to include ditching, pulverizing, shaping and compacting the existing surface, structure adjustments, the placement of a 3" asphalt resurfacing with 3' wide paved shoulders, and project restoration. Final cost to be determined by competitive bid. This is a proposed township shared project with Pittsfield Township.

Estimated project cost: \$ 162,800.00
Estimated project cost to Ypsilanti Township: \$ 81,400.00

2. **Parview Drive, Textile Road northerly to end of road:**

Work to include milling the existing surface, the placement of 3" bituminous overlay, structure adjustments and the associated project restoration. Final cost to be determined by competitive bid.

Estimated project cost: \$ 37,900.00

3. **Sturtevant Manor Subdivision:**

Work to include milling the existing surface, the placement of a 3" bituminous overlay, structure adjustments, ADA sidewalk ramps and the associated project restoration. Roads to include Oaklawn Boulevard and Rosewood Avenue. Final cost to be determined by competitive bid.

Estimated project cost: \$ 115,000.00

4. Collegewood Drive, Whittier Road easterly 791 feet:

Work to include preliminary engineering and surveying, tree removals, ditching, culvert installations, shaping the existing surface, the construction of a "T" turnaround at the end of road, placement of 4" (C.I.P.) 21aa limestone base, placement of a 3" hot mix asphalt surface, driveway approaches, aggregate shoulders and associated project restoration. Final cost to be determined by competitive bid. The Board of County Road Commissioners agrees that it will accept this segment of Collegewood Drive as a public road following completion of construction.

Estimated project cost: \$ 92,600.00

5. Senate Avenue, Valley Drive to Edison Avenue:

Work to include preliminary engineering and surveying, tree removals, ditching, culvert installations, shaping the existing surface, placement of 6" (C.I.P.) 21aa limestone base, placement of a 3" hot mix asphalt surface, driveway approaches, aggregate shoulders and associated project restoration. Final cost to be determined by competitive bid. The Board of County Road Commissioners agrees that it will accept this segment of Senate Avenue as a public road following completion of construction.

Estimated project cost: \$ 120,400.00

6. Tyler Road, Emerick Street to Dubie Avenue:

Work to include pulverizing/milling the existing surface, placement of a 3" bituminous overlay, shoulders, structure adjustments, ADA sidewalk ramps and associated project restoration. Final cost to be determined by competitive bid.

Estimated project cost: \$ 143,400.00

7. Johnson Place Subdivision:

Work to include roadside ditching, manhole adjustments, milling the existing surface, the placement of a 3" bituminous overlay and associated project restoration. Roads to include Johnson Street, George Place, Campbell Avenue and Young Street. Final cost to be determined by competitive bid.

Estimated project cost: \$ 73,200.00

8. Lapham & Howe's Ypsi-Manor Subdivision:

Work to include milling the existing surface, placement of a 3" bituminous overlay, structure adjustments, ADA sidewalk

ramps and associated project restoration. Roads to include Redwood Avenue, Rosewood Avenue, Pinewood Street, Glenwood Avenue, Wharton Street, Kennedy Avenue and Dubie Avenue. Final cost to be determined by competitive bid.

Estimated project cost: \$ 298,000.00

9. Oak Street, Miami Avenue to Harris Road:

Work to include milling the existing surface, placement of a 3" bituminous overlay, structure adjustments and associated project restoration. Final cost to be determined by competitive bid.

Estimated project cost: \$ 17,200.00

10. East Lawn Subdivision:

Work to include milling the existing surface, placement of a 3" bituminous overlay, structure adjustments, ADA sidewalk ramps and associated project restoration. Roads to include Parkwood Avenue, Greenlawn Avenue, Woodlawn Avenue and Hayes Avenue. Final cost to be determined by competitive bid.

Estimated project cost: \$ 194,000.00

11. Ridge Road, Clark Road to Mott Road:

Work to include ditching, milling the existing surface, the placement of a 3" asphalt resurfacing, limestone shoulders, and project restoration. Final cost to be determined by competitive bid.

Estimated project cost: \$ 55,900.00

12. Dorset Avenue, Tyler Road to US-12 Bypass:

Work to include milling the existing surface, structure adjustments, the placement of a 3" asphalt resurfacing, and project restoration. Final cost to be determined by competitive bid.

Estimated project cost: \$ 35,100.00

13. Service Drive & Ecorse Road, Dorset Avenue to end of road located east of Hudson Avenue:

Work to include milling the existing surface, the placement of a 3" asphalt resurfacing, and project restoration. Project also includes milling and resurfacing the intersection of Onondaga Avenue. Final cost to be determined by competitive bid.

Estimated project cost: \$ 106,300.00

AGREEMENT SUMMARY

2013 LOCAL ROAD PROGRAM

Munger Road	\$ 81,400.00
Parview Drive	37,900.00
Sturtevant Manor Subdivision	115,000.00
Collegewood Drive	92,600.00
Senate Avenue	120,400.00
Tyler Road	143,400.00
Johnson Place Subdivision	73,200.00
Lapham & Howe's Ypsi-Manor Subdivision	298,000.00
Oak Street	17,200.00
East Lawn Subdivision	194,000.00
Ridge Road	55,900.00
Dorset Avenue	35,100.00
Service Drive & Ecorse Road	106,300.00
Total Bond Program	\$ 1,370,400.00

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP
BOND PROGRAM UNDER THIS AGREEMENT DURING 2013: \$ 1,370,400.00

FOR YPSILANTI TOWNSHIP:



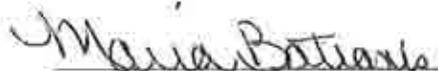
Brenda L. Stumbo, Supervisor



Angela Robinson, Witness



Karen Lovejoy Roe, Clerk



Maria Botwin, Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness

AGREEMENT TO ASSIGN THE LINCOLN CONSOLIDATED SCHOOL DISTRICT
CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD
OF JUNE 9, 2013 THROUGH AUGUST 24, 2013

AGREEMENT is made this 15th day of May 2013 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Drive, Ypsilanti, Michigan, ("Township"), the LINCOLN CONSOLIDATED SCHOOL DISTRICT, located at 8970 Whittaker Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF'S OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

WHEREAS, the Township and the School currently contract with the County and the Sheriff to provide contractual police services in their respective jurisdictions and;

WHEREAS, the deputy assigned to the School is primarily used during the standard school year of August through early June; and

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 9 2013 through August 24, 2013 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

WHEREAS, the School deputy will be reassigned to the Township and given assignments as agreed upon by the Township and Sheriff, thereby enhancing police services in the Township during the summer months.

WHEREAS, the parties now desire to memorialize this Agreement to writing.

NOW THEREFORE, the parties agree as follows:

ARTICLE I - Assignment of Contractual Deputy

The parties agree that beginning on June 9, 2013 and concluding on August 24, 2013, the contractual deputy assigned to Lincoln Consolidated School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Lincoln Consolidated School District.

ARTICLE II - TERM

This contract shall begin on June 9, 2013 and continue through August 24, 2013.

ARTICLE III - PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$31,687.50, payable by the Township as follows: June Invoice--\$9,252.75; July Invoice--\$12,675.00; and August Invoice--\$9,759.75;

ARTICLE IV CHANGES IN SCOPE OR SCHEDULE OR SERVICES.

Changes mutually agreed upon by the parties will be incorporated into this Agreement by written amendments signed by all parties.

ARTICLE V EXTENT OF CONTRACT

The terms of this document represents the entire agreement between the parties on the reassignment of the School contractual deputy to the Township for the term described in this Agreement and supersedes all prior representations, negotiations or agreements whether written or oral on this matter.

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

By: Brenda Stumbo
Brenda Stumbo
Supervisor (DATE) 5/23/2013

By: _____
Verna McDaniel (DATE)
County Administrator

By: Karen Lovejoy Roe
Karen Lovejoy Roe
Clerk (DATE) 6/23/2013

WASHTENAW COUNTY SHERIFF'S OFFICE LINCOLN CONSOLIDATED SCHOOLS

By: _____
Jerry Clayton
Sheriff

By: Ellen Bonter
Ellen Bonter
Superintendent

APPROVED AS TO FORM:

ATTESTED TO:

By: _____
Curtis N. Hedger
Office of Corporation Counsel

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

AGREEMENT TO ASSIGN THE YPSILANTI COMMUNITY SCHOOL DISTRICT
CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD
OF JUNE 9, 2013 THROUGH AUGUST 24, 2013

AGREEMENT is made this 21st day of May, 2013 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Dr, Ypsilanti, Michigan, ("Township"), the YPSILANTI COMMUNITY SCHOOL DISTRICT, located at 1885 Packard Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF'S OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

WHEREAS, the Township and the School currently contract with the County and the Sheriff to provide contractual police services in their respective jurisdictions and;

WHEREAS, the deputy assigned to the School is primarily used during the standard school year of August through early June; and

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 9, 2013 through August 24, 2013 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

WHEREAS, the School deputy will be reassigned to the Township and given assignments as agreed upon by the Township and Sheriff, thereby enhancing police services in the Township during the summer months.

WHEREAS, the parties now desire to memorialize this Agreement to writing.

NOW THEREFORE, the parties agree as follows:

ARTICLE I – Assignment of Contractual Deputy

The parties agree that beginning on June 9, 2013 and concluding on August 24, 2013, the contractual deputy assigned to Ypsilanti Public School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Ypsilanti Public School District.

ARTICLE II - TERM

This contract shall begin on June 9, 2013 and continue through August 24, 2013.

ARTICLE III – PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$31,687.50, payable by the Township as follows: June invoice--\$9,252.75 July invoice--\$12,675.00; and August invoice--\$9,759.75;

ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the parties will be incorporated into this Agreement by written amendments signed by all parties.

ARTICLE V - EXTENT OF CONTRACT

The terms of this document represents the entire agreement between the parties on the reassignment of the School contractual deputy to the Township for the term described in this Agreement and supersedes all prior representations, negotiations or agreements whether written or oral on this matter.

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

By: Brenda Stumbo
Brenda Stumbo (DATE) 5-23-13
Supervisor

By: _____
Verna McDaniel (DATE)
County Administrator

By: Karen Lovejoy Roe
Karen Lovejoy Roe (DATE) 5-23-13
Clerk

WASHTENAW COUNTY SHERIFF'S OFFICE YPSILANTI COMMUNITY SCHOOLS

By: _____
Jerry Clayton
Sheriff

By: _____
Superintendent (Date)

APPROVED AS TO FORM:

ATTESTED TO:

By: _____
Curtis N. Hedger
Office of Corporation Counsel

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
05/21/2013	AP	161600	6821	AT & T	1,241.16
05/21/2013	AP	161601	16509	CLEAR RATE COMMUNICATIONS, INC	1,147.72
05/21/2013	AP	161602	0363	COMCAST CABLE	84.85
05/21/2013	AP	161603	0363	COMCAST CABLE	214.90
05/21/2013	AP	161604	0363	COMCAST CABLE	134.85
05/21/2013	AP	161605	0363	COMCAST CABLE	84.85
05/21/2013	AP	161606	0363	COMCAST CABLE	84.90
05/21/2013	AP	161607	0363	COMCAST CABLE	92.85
05/21/2013	AP	161608	DEARBONNAT	DEARBORN NATIONAL LIFE INSURANCE	2,907.59
05/21/2013	AP	161609	2002	DELTA DENTAL PLAN OF MICHIGAN	13,532.56
05/21/2013	AP	161610	15469	LANSING AREA SAFETY COUNCIL	105.00
05/21/2013	AP	161611	1475	VERIZON WIRELESS	1,665.49
05/21/2013	AP	161612	0444	WASHTENAW COUNTY TREASURER#	9,975.00
05/21/2013	AP	161613	WASTENGT	WASTE MANAGEMENT	109,750.30
05/21/2013	AP	161614	0480	YPSILANTI COMMUNITY	197.81
05/22/2013	AP	161615	5049	BLUE CROSS BLUE SHIELD OF MI	93,016.53
05/22/2013	AP	161616	BCBS	BLUE CROSS BLUE SHIELD OF MI	28,306.36
05/23/2013	AP	161617	0444	WASHTENAW COUNTY TREASURER#	19.62
05/29/2013	AP	161618	0363	COMCAST CABLE	116.69
05/29/2013	AP	161619	0363	COMCAST CABLE	100.82
05/29/2013	AP	161620	0119	DTE ENERGY**	83,770.66
05/29/2013	AP	161621	0426	GUARDIAN ALARM	70.00
05/29/2013	AP	161622	0426	GUARDIAN ALARM	307.19
05/29/2013	AP	161623	16486	PAETEC	496.34
05/29/2013	AP	161624	PAETEC	PAETEC	7.62
05/29/2013	AP	161625	4402	TDS METROCOM	883.05
05/29/2013	AP	161626	6039	WASTE MANAGEMENT*	700.00
05/29/2013	AP	161627	0480	YPSILANTI COMMUNITY	46.76
05/30/2013	AP	161628	MR. BUBBLE	MR. BUBBLES AUTO SPA	100.00

AP TOTALS:

Total of 29 Checks:	349,161.47
Less 0 Void Checks:	0.00
Total of 29 Disbursements:	<u>349,161.47</u>

Accounts Payable Checks - 684,775.89

Hand Checks - 349,161.47

Grand Total - 1,033,937.36

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
06/03/2013	AP	161629	2937	A & R TOTAL CONSTRUCTION, INC.	1,385.00
06/03/2013	AP	161630	8406	ACCESS DATA	2,751.00
06/03/2013	AP	161631	15493	ADAM KURTINAITIS	690.00
06/03/2013	AP	161632	0049	ALL SEASONS LANDSCAPING CO.	57.10
06/03/2013	AP	161633	0560	ALLGRAPHICS CORPORATION	3,180.60
06/03/2013	AP	161634	A. WATKINS	AMANDA WATKINS	12.00
06/03/2013	AP	161635	16463	ANDRE HUFF	30.00
06/03/2013	AP	161636	0017	ANN ARBOR CLEANING SUPPLY	371.64
06/03/2013	AP	161637	0022	ANN ARBOR WELDING SUPPLY CO	187.20
06/03/2013	AP	161638	16155	ASHLEY LORE	15.00
06/03/2013	AP	161639	0215	AUTO VALUE YPSILANTI	554.06
06/03/2013	AP	161640	0007	BECKETT & RADEDER	2,956.37
06/03/2013	AP	161641	6959	BUTZEL LONG	2,964.48
06/03/2013	AP	161642	C. HALE	CALEB HALE	40.00
06/03/2013	AP	161643	4247	CAMPBELL SCIENTIFIC	459.46
06/03/2013	AP	161644	16315	CAMTRONICS COMMUNICATIONS CO.	145.00
06/03/2013	AP	161645	6015	CENTRON DATA SERVICES	4,390.00
06/03/2013	AP	161646	CHARLENE'S	CHARLENE'S DAYCARE	67.19
06/03/2013	AP	161647	0870	CHARTER TOWNSHIP OF SUPERIOR	64.95
06/03/2013	AP	161648	15847	CHRISTOPHER BLINSTRUB	53.00
06/03/2013	AP	161649	2276	CINCINNATI TIME SYSTEMS	737.45
06/03/2013	AP	161650	15811	CITADEL EXCAVATING, INC	14,160.00
06/03/2013	AP	161651	0825	CITY OF YPSILANTI	30,513.28
06/03/2013	AP	161652	C. WHITAKE	CLEMENT WHITAKER	18.00
06/03/2013	AP	161653	15452	COLD CUT KRUISE	211.50
06/03/2013	AP	161654	1312	COMPLETE BATTERY SOURCE	183.73
06/03/2013	AP	161655	0582	CONGDON'S	688.50
06/03/2013	AP	161656	16157	COOPER WEST	30.00
06/03/2013	AP	161657	C. MELCHER	COREY MELCHER	32.00
06/03/2013	AP	161658	0223	CORRIGAN OIL COMPANY	616.69
06/03/2013	AP	161659	D. KIMBALL	DAN KIMBALL	474.73
06/03/2013	AP	161660	12943	DAVID FREY	39.00
06/03/2013	AP	161661	6951	EMERGENCY VEHICLES PLUS	1,834.87
06/03/2013	AP	161662	E. GRAY	EZEKIEL GRAY	16.00
06/03/2013	AP	161663	0470	FOOTJOY	73.23
06/03/2013	AP	161664	15897	GARY STAFFORD	27.00
06/03/2013	AP	161665	OGSG	GLOBAL GREEN SERVICE GROUP, LLC	3,290.00
06/03/2013	AP	161666	15962	GLORIA MAYER	67.00
06/03/2013	AP	161667	0801	GOLF COURSE SUPERINTENDENTS	365.00
06/03/2013	AP	161668	1233	GORDON FOOD SERVICE INC.	86.38
06/03/2013	AP	161669	15522	GORNO FORD	14,070.00
06/03/2013	AP	161670	0107	GRAINGER	496.40
06/03/2013	AP	161671	6414	GRIFFIN PEST SOLUTIONS	87.00
06/03/2013	AP	161672	15884	HEPPNER LANDSCAPE SERVICES	1,359.00
06/03/2013	AP	161673	15884	HEPPNER LANDSCAPE SERVICES	930.00
06/03/2013	AP	161674	15884	HEPPNER LANDSCAPE SERVICES	378.00
06/03/2013	AP	161675	15884	HEPPNER LANDSCAPE SERVICES	152.00
06/03/2013	AP	161676	15884	HEPPNER LANDSCAPE SERVICES	1,433.00
06/03/2013	AP	161677	6547	HERITAGE NEWSPAPERS	41.60
06/03/2013	AP	161678	15465	HERTZ EQUIPMENT RENTAL CORP.	272.49
06/03/2013	AP	161679	0503	HOME DEPOT	327.26
06/03/2013	AP	161680	H. WILKERS	HOPE WILKERSON	16.00
06/03/2013	AP	161681	16156	JAMES ROSEMAN	26.00
06/03/2013	AP	161682	15972	JESSE HILDEBRANDT	33.00
06/03/2013	AP	161683	5578	JOEL ROBERTS	1,198.80
06/03/2013	AP	161684	VARNER	JOEL VARNER	18.00
06/03/2013	AP	161685	16428	JULIA ETHERIDGE	18.00
06/03/2013	AP	161686	15860	JULIA MAYER	66.00
06/03/2013	AP	161687	6357	JUMP-A-RAMA	1,139.60
06/03/2013	AP	161688	KATFOR	KATANA FORENSICS, INC	599.00
06/03/2013	AP	161689	11330	LSL PLANNING INC	3,184.40
06/03/2013	AP	161690	12941	LUCAS HENDREN	26.00
06/03/2013	AP	161691	15855	MADELINE GOODSON	22.00
06/03/2013	AP	161692	MANPOWER	MANPOWER	1,695.38
06/03/2013	AP	161693	0158	MARK HAMILTON	1,500.00
06/03/2013	AP	161694	0253	MCLAIN AND WINTERS	9,775.00
06/03/2013	AP	161695	6904	NDA - MAXX SUNGLASSES	252.47
06/03/2013	AP	161696	M. SYER	MEGAN SYER	9.00
06/03/2013	AP	161697	SEMEYN	MICHAEL SEMEYN	16.00
06/03/2013	AP	161698	16461	MICHIGAN LINER SERVICE, INC.	780.16
06/03/2013	AP	161699	6517	MICHIGAN TOURNAMENT FLEET, INC	825.00
06/03/2013	AP	161700	0525	MICHIGAN TOWNSHIP ASSOC.**	5,114.08
06/03/2013	AP	161701	SEMEYN	MITCHEL SEMEYN	16.00
06/03/2013	AP	161702	1387	NATIONAL PEN COMPANY	740.61
06/03/2013	AP	161703	16420	NICOLAS BLASZCZYK	92.00
06/03/2013	AP	161704	6278	OBRYAN'S LOCK & KEY*	144.00
06/03/2013	AP	161705	2997	OFFICE EXPRESS	387.17
06/03/2013	AP	161706	1081	OKINAWAN KARATE CLUB	1,153.60

CHECK NUMBERS 161629 - 161749

Check Date	Bank	Check	Vendor	Vendor Name	Amount
06/03/2013	AP	161707	0309	ORCHARD, HILTZ & MCCLIMENT INC	2,066.50
06/03/2013	AP	161708	0501	PARK ATHLETIC SUPPLY	832.50
06/03/2013	AP	161709	15971	PARKER D ALLEN	33.00
06/03/2013	AP	161710	15766	PARS ICE CREAM	208.56
06/03/2013	AP	161711	0327	PINTER'S FLOWERLAND, INC.	87.75
06/03/2013	AP	161712	0820	Q.P.S. PRINTING	946.17
06/03/2013	AP	161713	3214	RENT A WRECK	219.00
06/03/2013	AP	161714	1637	RESIDEX	1,471.40
06/03/2013	AP	161715	15377	RICOH DIRECT	277.86
06/03/2013	AP	161716	R. CROKER	ROBERT CROCKER	1,198.80
06/03/2013	AP	161717	R. LEONE	ROCCO LEONE	16.00
06/03/2013	AP	161718	2911	ROLYAN BUOYS	318.00
06/03/2013	AP	161719	16429	RYAN ETHERIDGE	18.00
06/03/2013	AP	161720	0037	SERVICE SPORTS, INC.	1,602.23
06/03/2013	AP	161721	0383	SHERWIN WILLIAMS COMPANY	28.20
06/03/2013	AP	161722	0395	SHRADER TIRE & OIL	61.27
06/03/2013	AP	161723	6384	STAPLES* - ACCOUNT #1026071	199.99
06/03/2013	AP	161724	3001	START SMART SPORTS DEV.	144.00
06/03/2013	AP	161725	6656	STEPHENS PUBLISHING	475.00
06/03/2013	AP	161726	LORE	STEVE LORE	33.00
06/03/2013	AP	161727	1814	STEVEN WALLGREN	111.00
06/03/2013	AP	161728	S. SWEENEY	SUSAN SWEENEY	90.00
06/03/2013	AP	161729	0449	SYSCO FOOD SERVICES OF DETROIT	1,368.43
06/03/2013	AP	161730	6974	TERRY CONDIT	81.00
06/03/2013	AP	161731	0468	TITLEIST	991.36
06/03/2013	AP	161732	15941	TODD BARBER	975.00
06/03/2013	AP	161733	6376	TRACTOR SUPPLY COMPANY	514.21
06/03/2013	AP	161734	6523	UNIQUE I SERVICE	1,265.00
06/03/2013	AP	161735	0497	VAN BUREN STEEL & FABRICATING	49.50
06/03/2013	AP	161736	1354	VESCO OIL CORPORATION	64.75
06/03/2013	AP	161737	15827	VICKI DEGRAFFINIRE	100.00
06/03/2013	AP	161738	WCBI	WASHTENAW COUNTY BUILDING INSPECT	5,215.00
06/03/2013	AP	161739	0163	WASHTENAW COUNTY ROAD	118.17
06/03/2013	AP	161740	0444	WASHTENAW COUNTY TREASURER#	462,130.50
06/03/2013	AP	161741	0444	WASHTENAW COUNTY TREASURER#	40,780.50
06/03/2013	AP	161742	0444	WASHTENAW COUNTY TREASURER#	32,113.00
06/03/2013	AP	161743	WASHTENAW	WASHTENAW URGENT CARE	1,120.00
06/03/2013	AP	161744	WOLVERINE	WOLVERINE CRANE	140.00
06/03/2013	AP	161745	4263	WOLVERINE FREIGHTLINER	3,266.76
06/03/2013	AP	161746	0480	YPSILANTI COMMUNITY	326.94
06/03/2013	AP	161747	6417	YPSILANTI TWP PETTY CASH	265.25
06/03/2013	AP	161748	0494	ZEE MEDICAL SERVICE COMPANY	63.92
06/03/2013	AP	161749	0729	ZEP MANUFACTURING COMPANY	155.94

AP TOTALS:

Total of 121 Checks:	684,775.89
Less 0 Void Checks:	0.00
Total of 121 Disbursements:	684,775.89

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
06/05/2013	AP	161750	16350	KEVIN PARVIZ	288.95
06/06/2013	AP	161751	6519	IDENTIFICATION PRODUCTS MFG.	232.90
06/10/2013	AP	161752	6821	AT & T	22.76
06/10/2013	AP	161753	6821	AT & T	48.19
06/10/2013	AP	161754	6821	AT & T	224.84
06/10/2013	AP	161755	6821	AT & T	53.01
06/10/2013	AP	161756	6821	AT & T	59.00
06/10/2013	AP	161757	0363	COMCAST CABLE	84.85
06/10/2013	AP	161758	0363	COMCAST CABLE	214.85
06/10/2013	AP	161759	1475	VERIZON WIRELESS	80.90
06/10/2013	AP	161760	1475	VERIZON WIRELESS	1,312.22
06/10/2013	AP	161761	1475	VERIZON WIRELESS	1,533.76
06/10/2013	AP	161762	1475	VERIZON WIRELESS	70.52
06/10/2013	AP	161763	15421	WEX BANK	2,001.35
06/10/2013	AP	161764	0480	YPSILANTI COMMUNITY	1,212.60
06/10/2013	AP	161765	0118	DTE ENERGY	17,606.25
06/18/2013	AP	161766	6821	AT & T	1,241.16
06/18/2013	AP	161767	5049	BLUE CROSS BLUE SHIELD OF MI	65,618.80
06/18/2013	AP	161768	BCBS	BLUE CROSS BLUE SHIELD OF MI	28,633.88
06/18/2013	AP	161769	0363	COMCAST CABLE	157.05
06/18/2013	AP	161770	0363	COMCAST CABLE	84.85
06/18/2013	AP	161771	0363	COMCAST CABLE	84.90
06/18/2013	AP	161772	0363	COMCAST CABLE	94.85
06/18/2013	AP	161773	0363	COMCAST CABLE	241.60
06/18/2013	AP	161774	DEARBORNAT	DEARBORN NATIONAL LIFE INSURANCE	2,907.59
06/18/2013	AP	161775	2002	DELTA DENTAL PLAN OF MICHIGAN	13,518.72
06/18/2013	AP	161776	15934	WASTE MANAGEMENT	4,319.80
06/18/2013	AP	161777	15934	WASTE MANAGEMENT	1,204.09

AP TOTALS:

Total of 28 Checks:	143,154.24
Less 0 Void Checks:	0.00
Total of 28 Disbursements:	<u>143,154.24</u>

Accounts Payable Checks - 310,194.73
 HAND checks - 143,154.24
 Grand Total 453,348.97

User: mharris

CHECK NUMBERS 161778 - 161916

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
06/17/2013	AP	161856	SEMEYN	MITCHEL SEMEYN	8.00
06/17/2013	AP	161857	16290	MUNETRIX, LLC	2,442.03
06/17/2013	AP	161858	6708	MUSAR TRAINING FOUNDATION	1,140.00
06/17/2013	AP	161859	2986	NAPA AUTO PARTS*	128.96
06/17/2013	AP	161860	16420	NICHOLAS BLASZCZYK	30.00
06/17/2013	AP	161861	16436	NORTH YORK	36.00
06/17/2013	AP	161862	2997	OFFICE EXPRESS	574.96
06/17/2013	AP	161863	0309	ORCHARD, HILTZ & MCCLIMENT INC	4,870.00
06/17/2013	AP	161864	0147	OSCAR W. LARSON CO.	178.37
06/17/2013	AP	161865	0585	OVERHEAD DOOR COMPANY	272.60
06/17/2013	AP	161866	P. RUSSELL	PAMELA RUSSELL	60.00
06/17/2013	AP	161867	0501	PARK ATHLETIC SUPPLY	358.00
06/17/2013	AP	161868	15971	PARKER D ALLEN	30.00
06/17/2013	AP	161869	0913	PARKWAY SERVICES, INC.	747.00
06/17/2013	AP	161870	PERRY & CO	PERRY & CO. LLC	2,916.66
06/17/2013	AP	161871	6203	PITTSFIELD CHARTER TOWNSHIP	210.00
06/17/2013	AP	161872	15887	POLO FIELDS GOLF & COUNTRY	1,000.00
06/17/2013	AP	161873	PREFERRED	PREFERRED TONER SOLUTIONS	99.95
06/17/2013	AP	161874	15528	PSI PUMPS & SYSTEMS, INC.	3,313.25
06/17/2013	AP	161875	0820	Q.P.S. PRINTING	494.68
06/17/2013	AP	161876	3214	RENT A WRECK	103.00
06/17/2013	AP	161877	15420	RESERVE ACCOUNT	10,000.00
06/17/2013	AP	161878	1637	RESIDEX	4,177.00
06/17/2013	AP	161879	15386	RICOH USA, INC.	2,349.30
06/17/2013	AP	161880	6308	RKA PETROLEUM	13,178.36
06/17/2013	AP	161881	R. LEONE	ROCCO LEONE	8.00
06/17/2013	AP	161882	16429	RYAN ETHERIDGE	32.00
06/17/2013	AP	161883	SAS	SAS COMMUNITY EDUCATION	1,267.00
06/17/2013	AP	161884	6288	SIGNS BY TOMORROW	127.00
06/17/2013	AP	161885	6462	SOCCER PLUS	320.00
06/17/2013	AP	161886	15751	SOUTHERN COMPUTER WAREHOUSE	1,127.65
06/17/2013	AP	161887	1507	SPARTAN DISTRIBUTORS	2,169.03
06/17/2013	AP	161888	16364	SPICER GROUP	2,000.00
06/17/2013	AP	161889	1338	STADIUM TROPHY	819.82
06/17/2013	AP	161890	3212	STANLEY CONVERGENT SECURITY	1,850.52
06/17/2013	AP	161891	3212	STANLEY CONVERGENT SECURITY	908.94
06/17/2013	AP	161892	6384	STAPLES* - ACCOUNT #1026071	548.55
06/17/2013	AP	161893	3001	START SMART SPORTS DEV.	1,908.00
06/17/2013	AP	161894	0872	STATE OF MICHIGAN#	180.00
06/17/2013	AP	161895	0632	STERICYCLE INC	298.82
06/17/2013	AP	161896	LORE	STEVE LORE	76.00
06/17/2013	AP	161897	0449	SYSCO FOOD SERVICES OF DETROIT	1,684.07
06/17/2013	AP	161898	T. JOHNSON	TALITHA JOHNSON	60.00
06/17/2013	AP	161899	6974	TERRY CONDIT	108.00
06/17/2013	AP	161900	0468	TITLEIST	1,913.77
06/17/2013	AP	161901	15941	TODD BARBER	1,275.00
06/17/2013	AP	161902	6376	TRACTOR SUPPLY COMPANY	129.98
06/17/2013	AP	161903	15131	U.S. BANK, N.A.	112.50
06/17/2013	AP	161904	3082	UNIVERSITY TRANSLATORS	280.00
06/17/2013	AP	161905	US ANIMAL	US ANIMAL CONTROL	350.00
06/17/2013	AP	161906	V. ADDIE	VERNITA ADDIE	45.00
06/17/2013	AP	161907	0790	WASHTENAW COUNTY BAR ASSOC.	320.00
06/17/2013	AP	161908	0163	WASHTENAW COUNTY ROAD	98.42
06/17/2013	AP	161909	0444	WASHTENAW COUNTY TREASURER#	33,864.51
06/17/2013	AP	161910	0444	WASHTENAW COUNTY TREASURER#	33,649.00
06/17/2013	AP	161911	0444	WASHTENAW COUNTY TREASURER#	5,442.80
06/17/2013	AP	161912	16368	WEINGARTZ	49.98
06/17/2013	AP	161913	WORKSQ	WORK SQUARED	5,151.81
06/17/2013	AP	161914	7054	YCUA	4,100.52
06/17/2013	AP	161915	0480	YPSILANTI COMMUNITY	3,272.45
06/17/2013	AP	161916	0211	YPSILANTI TWP. TAX COLLECTION	300.00

AP TOTALS:

Total of 139 Checks:

310,194.73

Less 0 Void Checks:

0.00

Total of 139 Disbursements:

310,194.73

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
06/17/2013	AP	161778	2937	A & R TOTAL CONSTRUCTION, INC.	774.51
06/17/2013	AP	161779	8412	ACO HARDWARE	66.27
06/17/2013	AP	161780	15493	ADAM KURTINAITIS	630.00
06/17/2013	AP	161781	0049	ALL SEASONS LANDSCAPING CO.	333.02
06/17/2013	AP	161782	16468	ALLEN TERRELL GARDETTE	24.00
06/17/2013	AP	161783	A. WATKINS	AMANDA WATKINS	51.00
06/17/2013	AP	161784	AEC	AMERICAN EXCAVATING CONTRACTORS LLC	694.75
06/17/2013	AP	161785	16463	ANDRE HUFF	72.00
06/17/2013	AP	161786	0017	ANN ARBOR CLEANING SUPPLY	108.72
06/17/2013	AP	161787	0022	ANN ARBOR WELDING SUPPLY CO	84.36
06/17/2013	AP	161788	1990	ANNETTE GONTARSKI	316.20
06/17/2013	AP	161789	16159	ASHLEY LORE	66.00
06/17/2013	AP	161790	0215	AUTO VALUE YPSILANTI	352.89
06/17/2013	AP	161791	BADER	BADER & SONS CO.	80.45
06/17/2013	AP	161792	6397	BARR ENGINEERING COMPANY	2,544.50
06/17/2013	AP	161793	2827	BOICE GRADALL	725.00
06/17/2013	AP	161794	8150	BOYNE USA RESORTS	177.63
06/17/2013	AP	161795	C. HALE	CALEB HALE	40.00
06/17/2013	AP	161796	16315	CAMTRONICS COMMUNICATIONS CO.	145.00
06/17/2013	AP	161797	4477	CDW-G	6,509.00
06/17/2013	AP	161798	15847	CHRISTOPHER BLINSTRUB	118.00
06/17/2013	AP	161799	C. KOCH	CHRISTOPHER KOCH	36.00
06/17/2013	AP	161800	2276	CINCINNATI TIME SYSTEMS	761.05
06/17/2013	AP	161801	C. WHITAKE	CLEMENT WHITAKER	9.00
06/17/2013	AP	161802	15452	COLD CUT KRUISE	168.90
06/17/2013	AP	161803	15775	COMMERCIAL IRRIGATION & TURE	1,407.85
06/17/2013	AP	161804	1312	COMPLETE BATTERY SOURCE	472.80
06/17/2013	AP	161805	6947	CONFERENCE OF WESTERN WAYNE	450.00
06/17/2013	AP	161806	0582	CONGDON'S	469.45
06/17/2013	AP	161807	16467	DANNY DOUGLAS	40.00
06/17/2013	AP	161808	3977	DTE ENERGY COMPANY	702.50
06/17/2013	AP	161809	E. GRAY	EZEKIEL GRAY	18.00
06/17/2013	AP	161810	0470	FOOTJOY	55.59
06/17/2013	AP	161811	6661	FOX AUTO PARTS	200.00
06/17/2013	AP	161812	15962	GLORIA MAYER	39.00
06/17/2013	AP	161813	4260	GOAL SPORTING GOODS	109.00
06/17/2013	AP	161814	1233	GORDON FOOD SERVICE INC,	181.68
06/17/2013	AP	161815	6161	GOVERNMENTAL CONSULTANT	2,850.00
06/17/2013	AP	161816	0107	GRAINGER	12.48
06/17/2013	AP	161817	6551	HANS AUTO ELECTRIC	445.00
06/17/2013	AP	161818	16170	HEIKK'S DECORATED APPAREL	435.50
06/17/2013	AP	161819	15884	HEPPNER LANDSCAPE SERVICES	6,008.00
06/17/2013	AP	161820	6786	HERITAGE-CRYSTAL CLEAN, LLC	259.97
06/17/2013	AP	161821	0503	HOME DEPOT	491.23
06/17/2013	AP	161822	0174	HONEYWELL	1,641.75
06/17/2013	AP	161823	H. WILKERS	HOPE WILKERSON	16.00
06/17/2013	AP	161824	HOPE WMS	HOPE WILLIAMS	13.05
06/17/2013	AP	161825	HSHV	HUMANE SOCIETY OF HURON VALLEY	10,000.00
06/17/2013	AP	161826	0473	HURON RIVER WATERSHED COUNCIL	2,347.93
06/17/2013	AP	161827	2898	HURON VALLEY AMBULANCE	5,751.17
06/17/2013	AP	161828	14977	J. ZAHN CO.	113.00
06/17/2013	AP	161829	16156	JAMES ROSEMAN	26.00
06/17/2013	AP	161830	J. ROBINSO	JAYLEN ROBINSON	16.00
06/17/2013	AP	161831	15972	JESSE HILDEBRANDT	26.00
06/17/2013	AP	161832	JOE HALL	JOE HALL QUICK STOP	67.83
06/17/2013	AP	161833	VARNER	JOEL VARNER	18.00
06/17/2013	AP	161834	0085	JOHN DEERE LANDSCAPES	236.03
06/17/2013	AP	161835	4467	JOHN DEERE LANDSCAPES	47.89
06/17/2013	AP	161836	16428	JULIA ETHERIDGE	32.00
06/17/2013	AP	161837	15860	JULIA MAYER	40.00
06/17/2013	AP	161838	KATFOR	KATANA FORENSICS, INC	845.00
06/17/2013	AP	161839	KLAI	KLAI-CO IDENTIFICATION PRODUCT, INC	242.45
06/17/2013	AP	161840	L. KOOISTR	LINDA KOOISTRA	100.00
06/17/2013	AP	161841	15990	LONGS OUTDOOR POWER	216.72
06/17/2013	AP	161842	6467	LOWES	376.97
06/17/2013	AP	161843	12941	LUCAS HENDREN	18.00
06/17/2013	AP	161844	15855	MADELINE GOODSON	74.00
06/17/2013	AP	161845	MAFAS	MAFAS	25.00
06/17/2013	AP	161846	MANPOWER	MANPOWER	1,076.63
06/17/2013	AP	161847	0158	MARK HAMILTON	1,500.00
06/17/2013	AP	161848	0253	MCLAIN AND WINTERS	95,154.82
06/17/2013	AP	161849	N. SYER	MEGAN SYER	27.00
06/17/2013	AP	161850	MI-GMIS	MI-GMIS	100.00
06/17/2013	AP	161851	SEMEYN.	MICHAEL SEMEYN	6.00
06/17/2013	AP	161852	16165	MICHIGAN ABILITY PARTNERS	3,025.60
06/17/2013	AP	161853	0264	MICHIGAN ASSESSORS ASSOC	150.00
06/17/2013	AP	161854	16461	MICHIGAN LINEN SERVICE, INC.	2,183.33
06/17/2013	AP	161855	6057	MICHIGAN RECREATION & PARK	577.00

OFFICE OF THE TREASURER
LARRY J. DOE



MONTHLY TREASURER'S REPORT
MAY 1, 2013 THROUGH MAY 31, 2013

Account Name	Beginning Balance	Cash Receipts	Cash Disbursements	Ending Balance
101 - General Fund	4,185,484.34	899,322.83	978,545.12	4,106,262.05
101 - Payroll	110,968.83	699,525.28	695,411.38	115,082.73
101 - Willow Run Escrow	141,548.27	30.06	0.00	141,578.33
206 - Fire Department	657,543.12	454.51	265,700.07	392,297.56
208 - Parks Fund	3,870.34	0.13	552.15	3,318.32
212 - Roads/Bike Path/Rec/General Fund	595,575.43	210,408.22	27,499.31	778,484.34
225 - Environmental Clean-up	444,114.56	17.25	0.00	444,131.81
226 - Environmental Services	2,007,831.92	1,117.68	198,991.26	1,809,958.34
230 - Recreation	313,148.56	26,999.18	58,882.94	281,264.80
236 - 14-B District Court	177,296.70	95,625.08	75,900.75	197,021.03
244 - Economic Development	67,146.95	2.61	0.00	67,149.56
248 - Rental Inspections	78,551.26	10,033.14	7,694.25	80,890.15
249 - Building Department Fund	334,637.99	34,330.31	19,632.44	349,335.86
250 - LDFA Tax	305.05	0.01	0.00	305.06
252 - Hydro Station Fund	745,681.62	46,954.50	23,432.10	769,204.02
266 - Law Enforcement Fund	933,984.46	3,528.34	916,906.77	20,606.03
280 - State Grants	18,374.86	0.71	0.00	18,375.57
301 - General Obligation	210,154.00	28.99	0.00	210,182.99
396 - Series "A" Bond Payments	7,063.87	261,647.77	261,760.00	6,951.64
397 - Series "B" Cap. Cost of Funds	44,024.69	1.71	0.00	44,026.40
398 - LDFA 2006 Bonds	119,205.60	4.63	0.00	119,210.23
498 - Capital Improvement 2006 Bond Fund	335,381.59	71.21	0.00	335,452.80
584 - Green Oaks Golf Course	135,275.95	110,126.12	59,752.45	185,649.62
590 - Compost Site	1,303,640.45	28,995.61	22,284.24	1,310,351.82
595 - Motor Pool	399,109.29	15.12	9,637.15	389,487.26
701 - General Tax Collection	191,311.85	11,792.84	113,132.05	89,972.64
703 - Current Tax Collections	14,317,971.98	4,602.03	427.39	14,322,146.62
707 - Bonds & Escrow/GreenTop	734,101.30	109,539.63	10,743.50	832,897.43
708 - Fire Withholding Bonds	37,877.11	0.00	14,829.32	23,047.79
893 - Nuisance Abatement Fund	60,979.14	586.39	2,275.14	59,290.39
ABN AMRO Series "B" Debt Red. Cap.Int.	27,036.96	0.00	0.00	27,036.96
Comerica Series B Bond	1,421.48	0.12	25.00	1,396.60
GRAND TOTAL	28,740,619.52	2,555,762.01	3,764,014.78	27,532,366.75

SUPERVISOR REPORT

- A. SUPERVISOR STUMBO WILL REPORT ON MEETINGS ATTENDED BY OFFICIALS AND STAFF

Submitted by Karen Lovejoy Roe, Clerk

- **EASTERN MICHIGAN UNIVERSITY ALUMNI AWARDS DINNER**-Supervisor Stumbo and Clerk Lovejoy Roe attended the EMU Alumni Awards Event on Saturday, May 11, 2013. Kirk Profit was presented with a prestigious award as a graduate of EMU for his work in the community.
- **AUGUST 6, 2013 MILLAGE ELECTION**-Ballots have arrived for the election. Clerk Lovejoy Roe's staff is processing the applications for Absentee Ballots that are arriving daily. It is expected that the Absentee Ballots will be mailed by the first week in July if not earlier. The memory cards are expected the first part of the week of June 24th. Clerk's staff is scheduling polling places and workers in preparation of the election. Card files are being updated on a daily basis. The Election Committee met to combine precincts for the August election on Monday, May 20, 2013. The Election Committee will meet on June 24, 2013 to certify the list of election inspectors for the August election. The last day to register to vote for the August election is July 8, 2013. Residents can request an absentee application by calling 734.484.4700 or emailing klovejoyroe@ytown.org.
- **URBAN COUNTY EXECUTIVE COMMITTEE**-A meeting was held on Tuesday, April 23, 2013 and was attended by Clerk Lovejoy Roe. The 2013-2017 Washtenaw Urban County Consolidated Plan and the 2013 Annual Plan was approved. The plan was approved with support for the Veterans Project to be located at Oakridge Apartments on Holmes Rd. The \$500,000 request for funds for this project from the Urban County were approved to be utilized ONLY if the project is allowed by MSHDA, the Michigan State Housing and Development Authority, to provide housing for Veterans only at the Oakridge site. There are still a lot of deadlines and requirements that the investors and owners of Oakridge Apartments must meet to secure outside funding and financing for the project. The request for \$113,750 of HUD funding for a Community Alliance project was not approved at the meeting. The funds were requested to purchase a house in Ypsilanti Township to be used as a rental home by Community Alliance for those with needs of supportive services. Habitat for Humanity requested \$231,000 in HUD funds for support of homeownership and down payment assistance for homes to be purchased and rehabilitated in Ypsilanti Township and this request was approved.
- **WASHTENAW COUNTY ROAD COMMISSION**-Ypsilanti Township elected officials and staff met with the road commission on Wednesday, May 15, 2013 to discuss road related issues and concerns in Ypsilanti Township. Plans were made for road improvements for the remainder of 2013 and projects were also discussed for 2014 improvements. It was agreed that additional 2013 recommended road projects would be presented to the township board at the June board meeting.
- **STANDARD & POORS CONFERENCE MEETING**-A conference call was attended by Clerk Lovejoy Roe, Treasurer Doe and Accounting Director, Javonna Neel on

Wednesday, May 15, 2013 to respond to questions related to the financial status of Ypsilanti Township. This call resulted in maintaining the AA financial rating for the Charter Township of Ypsilanti by Standard & Poors.

- **2013 TOWNSHIP BOND REFINANCING**-Treasurer Larry Doe, Clerk Lovejoy Roe and Supervisor Stumbo were participants in conference calls, emails and meetings to finalize the refinancing of the township bonds over the month of May and the first part of June. The final sale and refinancing was completed on June 7, 2013.
- **YPSILANTI TOWNSHIP MASTER PLAN UPDATE**-Two public workshops were held on Monday, May 20, 2013 at 4:30 p.m. and 6:00 p.m. Several residents and staff attended the workshops and made comments regarding areas of the township they would like to see changed. The resident's comments and ideas will be incorporated into a draft Master Plan to be presented back to the public with a public hearing and then on to the Planning Commission and Township Board for adoption.
- **AATA URBAN CORE TRANSIT MEETING**-Clerk Lovejoy Roe and Supervisor Stumbo attended a meeting with AATA Director Michael Ford and AATA staff on Tuesday, May 21, 2013 to continue to discuss ways to improve transit in Washtenaw County. The AATA Urban Core will continue to meet to move transit forward. The City of Ypsilanti has formally requested to become a part of the AATA Board. The City of Ann Arbor has voted to allow the City of Ypsilanti to officially join the AATA board and now the AATA board will vote on the request to join their board. The municipalities that are meeting to discuss the future of AATA transit in the Urban Core communities of Washtenaw County are the Cities of Ann Arbor and Saline, and the Townships of Pittsfield and Ypsilanti. Discussions are still underway with the Urban Core municipal leaders to plan for long term transit improvements and financial support in Washtenaw County.
- **HABITAT FOR HUMANITY**-On Thursday, May 30, 2013 the elected officials met with Rob Nissly from Habitat to discuss the Washtenaw County HUD Grant and HUD requirements that must be met to receive funding for home acquisition for Habitat in Ypsilanti Township. A refrigerator replacement program in conjunction with DTE was also presented by Habitat.
- **2012 AUDIT**-The Charter Township of Ypsilanti 2012 Audit is complete and the final draft is expected by Friday, June 21, 2013. The exit audit meeting will be scheduled by the end of the week of June 24, 2013. All deadlines are being met to deliver the Audit to the State of Michigan. Once the Audit is filed a presentation will be made to the Township Board.
- **HUMAN RESOURCE AND ACCOUNTING DEPARTMENT COLLABORATION**-Currently the Accounting Department is providing support to the Human Resource Department and assisting with seasonal hiring and pension support. Both

departments are working on ways the Accounting Department may be able to provide additional support to the Human Resource Department.

- **SENIORS MOTHERS DAY SPRING FASHION SHOW AND BREAKFAST-** Supervisor Stumbo and Clerk Lovejoy Roe participated in the fashion show and breakfast on Friday, May 10, 2013. It was an event that was well organized and enjoyed by all the residents and their families that attended.
- **WAYFINDING MEETING-**Information and data regarding possible sign locations in Ypsilanti Township have been submitted. The grant has been filed to seek funding for Ypsilanti Township, the City of Ypsilanti and the Visitors and Convention Bureau to work together to seek grants for establishing common way finding signs for directions in the greater Ypsilanti community. This is an application for a planning grant to determine sign locations and design for signs. Larry Doe, Treasurer and Karen Lovejoy Roe, Clerk have attended meetings regarding the grant application.
- **REIMAGINE WASHTENAW-**Clerk Lovejoy Roe attended the ReImagine Washtenaw meeting on Wednesday, June 12, 2013. Clerk Lovejoy Roe attended the Ribbon Cutting Event for the MDOT Multi-Use Path at US 23/Washtenaw Ave. on Friday, June 7, 2013. The event was a celebration of the opening of the new path after many years of visioning and culminating with construction. The path makes it possible to safely move between Ann Arbor and Ypsilanti and through the US 23/Washtenaw Interchange as a pedestrian, bicyclist and utilizing all modes of transportation through Washtenaw County's most utilized road and intersection. Work on the Right of Way Study for Washtenaw County is continuing. Supervisor Brenda Stumbo, Clerk Lovejoy Roe and Zoning and Development Director Joe Lawson attended and participated in the public workshops that were scheduled on May 28, 29, 30 and 31, 2013 at various times & locations along the Washtenaw Ave. corridor. Ypsilanti Township did a mailing to announce the public workshops and encourage township residents and businesses to attend and give their input. The workshops were well attended. The public is encouraged to try out first-hand the new multi-purpose paths.
- **WIN GRANT APPLICATION-** Washtenaw County Workforce representatives met with Supervisor Stumbo, Clerk Karen Lovejoy Roe and Treasurer Larry Doe on Monday, June 17, 2013 to discuss a very comprehensive grant application that Washtenaw County is applying for in collaboration with many other counties in southeast Michigan for planning and support for economic development in the larger southeast Michigan area. The grant is specifically related to assisting communities impacted by the decline in manufacturing.
- **GAULT VILLAGE NEIGHBORHOOD WATCH-**Supervisor Stumbo and Clerk Karen Lovejoy Roe attended the Gault Village Neighborhood Watch meeting on Monday, June 17, 2013. Clerk Lovejoy Roe presented information on the August 6, 2013 millage election and discussed the Gift of Life-Organ Donation program. Supervisor

Stumbo talked about the importance of reporting issues in the neighborhood and especially noxious weed complaints. The meeting was well attended.

- **MERS ACTUARIAL UPDATE**-Karen Wallin, Human Resources Department along with the three elected officials met with a MERS representative on Tuesday, June 18, 2013 to review the recent MERS Actuarial Evaluation. Discussion surrounded the impact of the economic downturn and the low performance of investments on township pension funds. Ideas were shared on ways to improve the funding to meet the long term legacy requirements of the township's pension funds.
- **RACER TRUST** –Two meetings were held on May 22, 2013 and May 30, 2013 with representatives from RACER Trust, DEQ and Ypsilanti Township including the elected officials. These meetings included in depth discussions regarding the environmental clean-up plan for the GM Powertrain Property. The Community Meeting planned by RACER was also discussed.
- **RACER TRUST COMMUNITY MEETING**-Supervisor Stumbo, Clerk Lovejoy Roe, Ron Fulton and Joe Lawson with the Office of Community Standards and Attorney Doug Winters attended the RACER TRUST Community Meeting on Tuesday, June 18, 2013 held at the GM Powertrain Plant. Presentations were made by DEQ and Racer Trust regarding the environmental clean-up. RACER Trust staff also presented information related to the demolition of the facility and the process for redevelopment. Questions and answers were fielded by DEQ and RACER Trust.
- **FIREFIGHTERS RETIREMENT BOARD MEETING**-Karen Wallin, Human Resources along with Treasurer Larry Doe and Clerk Lovejoy Roe and Firefighters attended a meeting on Wednesday, June 19, 2013 where the Firefighters Pension Actuarial Evaluation was presented by a representative from Gabriel Roeder Smith & Company. Information was presented and discussion included a suggestion that the Retirement Board consider contracting for an update and analysis of the assumptions that are utilized in the actuarial evaluation.
- **WASHTENAW COUNTY TREASURER'S FORECLOSURE AUCTION**-Clerk Lovejoy Roe, Treasurer Doe and Director of Office of Community Standards Mike Radzik met with County Treasurer McClary and her Chief Deputy Kirsten Osborn on Thursday, June 20, 2013. The meeting included discussions regarding the upcoming Foreclosure Auction and the properties Ypsilanti Township is interested in purchasing under the "Right of First Refusal".
- **PARMENTER GROUP-VETERAN'S HOUSING**-Elected officials and Office of Community Standards staff met with representatives from the Parmenter Group, a development company and a Veteran's administration representative on Thursday, June 6, 2013. They presented an interest in building Veterans Housing on the north side of Ypsilanti Township and explained the need. This group is in very preliminary stages of seeking support and financing for their maximum 30 unit housing facility.

TREASURER REPORT

THERE IS NO WRITTEN TREASURER REPORT

TRUSTEE REPORT

THERE IS NO WRITTEN TRUSTEE REPORT

ATTORNEY REPORT

GENERAL LEGAL UPDATE

CHARTER TOWNSHIP OF YPSILANTI
Resolution No. 2013-13

Basketball Hoops

Whereas, the Township residents and neighborhood watch groups have expressed increasing concern over the placement of basketball hoops at the end of driveways and on lawn extension right-of-ways, and

Whereas, the placement of basketball hoops on public right-of-ways and public sidewalks and in and near public streets poses a hazard to basketball players, motorists and pedestrians; and

Whereas, Ordinance 2013-428 prohibits the placement of basketball hoops on public right-of-ways and public sidewalks; and

Whereas, violation of Ordinance 2013-428 constitutes a municipal civil infraction and permits the confiscation of the basketball hoop; and

Whereas, Ordinance 2013-428 does not regulate the placement or use of basketball hoops on private property.

Now therefore, be it resolved, that Ordinance 2013-428 is hereby adopted by reference.

CHARTER TOWNSHIP OF YPSILANTI ORDINANCE NO. 2013-428

An Ordinance to Amend Chapter 58
of the Ypsilanti Charter Township
Code of Ordinances - Basketball Hoops

The Charter Township of Ypsilanti hereby ordains that Chapter 58 of the Ypsilanti Township Code of Ordinances is amended to add the following new provision:

I. Purpose and Scope

This ordinance is intended to promote the safety of motorists, pedestrians and basketball players who are in the public right of way and public sidewalks by prohibiting the placement of portable or permanent basketball hoops on public sidewalks and public right of ways. This ordinance is not intended to regulate the placement or use of basketball hoops on private property.

II. Definitions

For the purpose of this ordinance, the following terms mean:

- A) "Basketball hoop" means a backboard, hoop with or without a net, or supporting apparatus designed or intended to be used to play basketball.
- B) "Public right of way" means a paved or unpaved highway, street or road, including lawn extensions and the portion of a driveway on public property, maintained by the Washtenaw County Road Commission for the use by the public.
- C) "Public sidewalk" means a paved area between the curb lines or the lateral sides of the roadway and the adjacent property lines intended for the use of pedestrians.
- D) "Supporting apparatus" means a post, pole or similar object that is either:
 - 1) attached to a moveable support base and is designed or intended to support a basketball hoop with or without a net, or
 - 2) affixed to the ground and is designed or intended to support a basketball hoop with or without a net

III. Basketball hoops are prohibited in public right of ways and sidewalks.

No person shall erect in the public right of way or public sidewalk a basketball hoop.

IV. Violations Civil Infraction

A person guilty of violating Section 3 of this ordinance shall be responsible for a municipal civil infraction as provided in Chapter 40 of this Code.

V. Removal of basketball hoops in public right of ways and sidewalks.

A basketball hoop located on a public right of way or public sidewalk in violation of Section III, may be removed by the Township or a law enforcement officer.

Severability

Should any section, subdivision, sentence, clause or phrase of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part as invalidated.

Publication

This Ordinance shall be published in a newspaper of general circulation as required by law.

Effective date

This Ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

From: "Paul Nucci"
To: kloveyjoyroe@ytown.org
Sent: Tuesday, May 14, 2013 3:26:28 PM
Subject: bill to ban portable basketball in the township

i am unable to make the meeting this evening but would like to say a few words against the proposed ban of portable basketball in the township.

If I were at the meeting I would ask the following questions:

- Are the majority of complains from one specific area?
- Are the majority of complaints from one organized group?
- Are the complaints a true reflection of all the township residents?
Especially the ones who do not read annarbor.com.

Answer these questions honestly before voting.

In my subdivision (Ford Lake Heights) there are portable basketball stand everywhere and it makes for a fun, wonderful, close-nit neighborhood. I cannot find one neighbor who has an issue with these stands in the street. We have a Facebook group page and the comments made were all in support of keeping the street basketball, not banning it.

In our neighborhood portable basketball in the street is part of our lives in the summer through the fall. Banning it because one specific area has issues (due to lack or parental guidance) is not a wise decision for the board to make. Punishing our subdivision for the sins of another is not the way to do things.

Thanks
Paul A. Nucci
Ford Lake Heights

MASTER EXCLUSIVE LISTING AGREEMENT
Vacant Land For Sale

This Master Exclusive Listing Agreement (this "**Agreement**") is made as of _____, 20__, by and between **CHARTER TOWNSHIP OF YPSILANTI**, a Michigan municipal corporation ("**Owner**"), and **PERRY & CO. LLC.**, a Michigan Limited Liability Company ("**Broker**").

1. The "**Term**" of this Agreement shall be one-year (1) commencing on _____, 20__ and expire at 11:59 p.m., local time, in Ypsilanti, Michigan on _____, 20__.
2. Broker represents and warrants that it is a real estate broker licensed in the State of Michigan and further warrants that it will not contract or subcontract directly with another broker licensed in the State of Michigan without prior written approval by Owner to offer for sale the real property or properties owned by Owner and listed on **Exhibit A** (the "**Property**") and as amended from time to time by Owner. Property or properties more particularly described on the attached **Exhibit A** may be added to or taken from based on the sole discretion of Owner. Based on such representations and warranties, Broker is hereby given an exclusive right to market the Property.
3. The sale price for the Property shall be listed on **Exhibit A** and payable in cash at the time of closing. The sale price and any and all other terms and conditions of sale shall be subject to the determination and approval of Owner and may be rejected by Owner for any or no reason.
4. During the Term of this Agreement, Owner shall promptly refer to Broker any inquiry with respect to the Property made by any broker or prospective buyer.
5. The Broker shall earn a commission equal to Ten percent (10%) of the total purchase price if the Property is sold without the participation of another broker. The Broker shall earn a commission equal to Ten percent (10%) of the total purchase price if the Property is sold on a cooperative basis with a broker other than a broker or agent employed by or affiliated with Broker. A commission will be paid only when the purchase price is received by Owner and if the prospective buyer's offer to purchase the Property was received by Owner no later than the expiration of the Term of this Agreement and such offer culminated in the sale of the Property to the prospective buyer; provided, however, Owner shall also be obligated to pay a commission to Broker if (a) Owner enters into a purchase agreement during the period ending Three (3) months after the expiration or termination of the Term of this Agreement with any party, (b) such agreement results in the sale of the Property to such party, and (c) Broker has

notified Owner in writing prior to the expiration or termination of the Term of this Agreement of the name of such party and the date(s) that Broker showed the Property to such party. Broker shall not be entitled to receipt of a commission with respect to a transfer of Owner's interest in the Property in conjunction with the assignment, sale, merger, consolidation or any other transfer of all or substantially all of the assets and/or business of Owner, or with respect to an award or settlement in an action brought or threatened to take all or any part of the Property through the power of condemnation or eminent domain.

6. Owner shall have the right to terminate this Agreement without liability or compensation to Broker, prior to expiration of the Term, (a) for the purpose of using the Property for its operations or the operations of its affiliates (whether or not an inter-governmental/affiliate lease or sale is involved), (b) if Owner decides for any reason to take the Property off the market, or (c) upon five (5) days' advance notice in the event Owner is dissatisfied with Broker's performance for any reason; provided, however, the provisions of Paragraph 5 relating to termination of this Agreement shall apply in the event of a termination pursuant to this Paragraph 6(c). If Owner terminates this Agreement for one of the above mentioned reasons (other than pursuant to Paragraph 6(c)), Broker shall be reimbursed for invoiced marketing expenses up to but not exceeding actual out of pocket cash expenses paid).

7. Acting as an exclusionary provision to this Agreement, Owner has previously shown the Property to certain prospective buyers, and should such action by Owner culminate in the sale or lease of the Property to the prospective buyer(s) named below, Owner shall have no liability to pay any brokerage commission to Broker unless the exclusionary period set forth herein has elapsed at the time such sale or lease transaction closes: **[None]**

8. Broker shall defend, indemnify and hold harmless Owner from all claims, suits, judgments, costs of suit and reasonable attorney fees arising out of any claim by another broker or any finder, including any cooperating broker, and specifically including the Michigan-licensed broker referenced in Paragraph 2 above, where it is alleged that Broker agreed to split its commission, otherwise pay a fee or give any other consideration to such other broker or finder by reason of or in connection with the listing of the Property or finding a buyer for the Property.

9. Owner shall have no liability for any costs, expenses or payments to Broker of any kind except for reimbursement of preapproved marketing expenses and payment of a commission as expressly provided herein, such commission, if any, being the sole and entire compensation of Broker, except as provided in Paragraph 6 above.

10. The Property is for sale to any party without regard to race, creed, color, religion, age, national origin, sex, physical disability, familial status or marital status and Broker and

Owner shall not otherwise discriminate against a prospective buyer in violation of the equal opportunity provisions of any applicable federal, state or local law.

11. Owner shall, as reasonably requested, provide copies, to the extent in its possession, of the drawings for the building, engineering studies performed on the Property, a legal description of the Property, and any other documentation with respect to the Property that may be reasonably requested by a prospective buyer of the Property.

12. Owner shall have no liability or obligation to Broker for failure to enter into a sale agreement with a prospective buyer or for failure to close a sale pursuant to any sale agreement.

13. Broker shall use due diligence and exert its best efforts to procure a prospective buyer acceptable to Owner during the Term of this Agreement, and shall at all times act and advise Owner in a manner that is in the best interest of Owner. Broker's efforts shall include the production and distribution of such marketing materials at the expense of Seller as Broker deems advisable and approved by Seller, and the steps outlined in Broker's Marketing Proposal, as well as the following:

(a) Submit the Property to, and work with, other active real estate brokers in an effort to maximize the exposure of the Property in the marketplace; and

(b) Submit to Owner at least once per month a detailed written report with respect to (i) the number and identity of inquiries, (ii) the condition of the Property, (iii) the status of the market, (iv) trends in the area, (v) advertising efforts employed by Broker, and (vi) recommendations.

No flyers, brochures, advertisements, signs or other written descriptions of the Property and/or terms of sale shall be disseminated without Owner's prior written consent as to form and content.

14. In the event that Broker earns or is otherwise given credit for a commission or finder's fee paid by or on behalf of the buyer of the Property, the amount of any such commission or finder's fee shall be deducted from Broker's commission payable by Owner pursuant to this Agreement.

15. All communications and notices arising out of this Agreement shall be in writing and sent via certified mail, return receipt requested, or via overnight courier service, and shall be respectively addressed as follows:

OWNER:

with a copy to:

Attention: _____

Attention: _____

BROKER:

Perry&Co.
760 Eltham Court
Ann Arbor, MI 48103-9041

Attention: Mark Perry

Either party may change its address for notice purposes by providing at least ten (10) days' prior notice to the other party in accordance with this Paragraph 15.

16. This Agreement is the entire agreement between Owner and Broker with respect to the listing of the Property, canceling and superseding any previous oral or written understandings. This Agreement can be modified only by a writing duly signed on behalf of Owner and Broker.

17. This Agreement shall be interpreted pursuant to the laws of the State of Michigan.

18. As used in this Agreement, the singular shall include the plural and the plural shall include the singular.

19. Broker may show the Property to a prospective buyer during reasonable hours, erect "For Sale" signs on the Property paid by Seller, and remove other "For Sale" signs from the Property, and Broker shall cooperate with other brokers. Owner shall not be obligated to pay any commission except as provided above.

20. This Agreement is for the personal services of Broker and may not be assigned without the prior written consent of Owner. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

21. If there is any litigation or arbitration between Owner and Broker to enforce or interpret any provisions of this Agreement or rights arising hereunder, the unsuccessful party in such litigation or arbitration, as determined by the court sitting without a jury or the arbitrator(s), shall pay to the successful party as determined by the court sitting without a jury or the arbitrator(s), all costs and expenses, including but not limited to reasonable attorney fees, incurred by the successful party, such fees to be determined by the court sitting without a jury or the arbitrator(s).

22. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Exclusive Listing Agreement as of the date first written above.

OWNER:

BROKER:

_____ Perry&Co.

By: _____

By: _____

Name: _____

Name: Mark Perry

Its: _____

Its: President

Exhibit A

Property Description

Property Address	Commencement Date	Termination Date	Sale Price
2590 E. Michigan Avenue Vacant Land 5.55 acres	July 1, 2013	June 30, 2014	\$200,000
Whittaker Road Vacant Land 37.79 acres	July 1, 2013	June 30, 2014	\$5,000,000

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION No. 2013-16 Dangerous Trees

Whereas, Township residents have expressed increasing concern over diseased, damaged and insect infested trees endangering persons and property or adjoining land, and

Whereas, the Township's current ordinance applies only when a tree is a hazard to public property; and

Whereas, amending Chapter 66, Article II to include diseased, damaged or insect infested trees which endanger persons and property on adjoining private land will provide the Township Office of Community Standards the right to require the removal of all dangerous trees.

Now therefore, be it resolved, that Ordinance 2013- 429 is hereby adopted by reference.

CHARTER TOWNSHIP OF YPSILANTI ORDINANCE NO. 2013-429

An Ordinance to Amend Chapter 66,
Article II of the Ypsilanti Charter
Township Code of Ordinances

The Charter Township of Ypsilanti hereby ordains that Chapter 66, Article II of the Ypsilanti Township Code of Ordinances shall be amended as follows:

- I. Delete in its entirety subsection 66-28.
- II. Add the following new provision to subsection 66-28:

No tree or other vegetation which by virtue of disease, damage or insect infestation presents a hazard to persons or property on adjoining land shall be maintained.

Severability

Should any section, subdivision, sentence, clause or phrase of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part as invalidated.

Publication

This Ordinance shall be published in a newspaper of general circulation as required by law.

Effective date

This Ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

CHARTER TOWNSHIP OF YPSILANTI

**RESOLUTION NO. 2013-19
Fireworks**

Whereas, in 2012 the Michigan Legislature adopted the Michigan Fireworks Safety Act which banned local governments from adopting ordinances restricting the discharge of consumer fireworks during National Holidays and one day before and one day after each National Holiday; and

Whereas, the Michigan House and Michigan Senate on **June 12, 2013**, passed an amendment to the Michigan Fireworks Safety Act which allows local government to prohibit the discharge of consumer fireworks on National Holidays the day before a National Holiday and the day after a National Holiday (except New Year's Day) from 12 midnight to 8:00 a.m. and on New Year's Day from 1:00 a.m. to 8:00 a.m.;

Whereas, consumer fireworks permitted under Act 256 can cause loud noise when they explode; and

Whereas, the noise caused by the discharge of consumer fireworks is disturbing to many township residents and their pets; and

Whereas, Ordinance No. 2013-430 prohibits the discharge of consumer fireworks during National Holiday periods (except New Year's day) from midnight to 8:00 a.m. and on New Year's day from 1:00 a.m. to 8:00 a.m.;

Now Therefore, be it resolved, that Ordinance No. 2013-430 is hereby adopted by reference.

CHARTER TOWNSHIP OF YPSILANTI

**RESOLUTION NO. 2013-19
Fireworks**

Whereas, in 2012 the Michigan Legislature adopted the Michigan Fireworks Safety Act which banned local governments from adopting ordinances restricting the discharge of consumer fireworks during National Holidays and one day before and one day after each National Holiday; and

Whereas, the Michigan House and Michigan Senate on **June 12, 2013**, passed an amendment to the Michigan Fireworks Safety Act which allows local government to prohibit the discharge of consumer fireworks on National Holidays the day before a National Holiday and the day after a National Holiday (except New Year's Day) from 12 midnight to 8:00 a.m. and on New Year's Day from 1:00 a.m. to 8:00 a.m.;

Whereas, consumer fireworks permitted under Act 256 can cause loud noise when they explode; and

Whereas, the noise caused by the discharge of consumer fireworks is disturbing to many township residents and their pets; and

Whereas, Ordinance No. 2013-430 prohibits the discharge of consumer fireworks during National Holiday periods (except New Year's day) from midnight to 8:00 a.m. and on New Year's day from 1:00 a.m. to 8:00 a.m.;

Now Therefore, be it resolved, that Ordinance No. 2013-430 is hereby adopted by reference.

ORDINANCE NO. 2013-430

*An Ordinance to Amend Chapter 42,
Section 210 Entitled "Fireworks" Of the
Ypsilanti Charter Township Code of Ordinances*

The Charter Township of Ypsilanti **Ordains** that the Code of Ordinances Charter Township of Ypsilanti, Chapter 42, Section 210 entitled "Fireworks" is amended as follows:

ADD the following new provision:

Consumer Fireworks Prohibited Hours During National Holiday Periods

A person shall not ignite, discharge or use consumer fireworks within the Township on a national holiday, the day before a national holiday or the day after a national holiday between the hours of 12 midnight and 8:00 a.m. On New Years Day only, the ignition, discharge or use of consumer fireworks is prohibited between 1:00 a.m. and 8:00 a.m.

Severability

Should any section, subsection, sentence, clause or phrase of this ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part as invalidated.

Publication

This Ordinance shall be published in a newspaper of general circulation as required by law.

Effective Date

This Ordinance shall be effective upon publication in a newspaper of general circulation as required by law.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2013-20

ADOPTING 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE

Whereas, the *International Property Maintenance Code 2012* establishes minimum regulations governing conditions and maintenance of property, buildings and structures; provides standards which are designed to ensure that structures are safe, sanitary and fit for occupation and use; provides standards for condemnation of buildings and structures unfit for human occupancy and use; and

Whereas, the *International Property Maintenance Code 2012* is fully compatible with the *Stille-DeRossett-Hale Single State Construction Code Act of 1972, Act 230 of Public Acts of 1972 as amended*, and the *International Fire Code*; and

Whereas, the Township Board of Trustees recognizes the need for a modern, up-to-date property maintenance code governing the maintenance of existing buildings.

Now Therefore,

Be it resolved, that Ordinance No. 2013-20 is hereby adopted by reference.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2013-20

ADOPTING 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE

Whereas, the *International Property Maintenance Code 2012* establishes minimum regulations governing conditions and maintenance of property, buildings and structures; provides standards which are designed to ensure that structures are safe, sanitary and fit for occupation and use; provides standards for condemnation of buildings and structures unfit for human occupancy and use; and

Whereas, the *International Property Maintenance Code 2012* is fully compatible with the *Stille-DeRossett-Hale Single State Construction Code Act of 1972, Act 230 of Public Acts of 1972 as amended*, and the *International Fire Code*; and

Whereas, the Township Board of Trustees recognizes the need for a modern, up-to-date property maintenance code governing the maintenance of existing buildings.

Now Therefore,

Be it resolved, that Ordinance No. 2013-20 is hereby adopted by reference.

ORDINANCE NO. 2013-431

*An Ordinance to Amend the Code of Ordinances,
Chapter 48 entitled Property Maintenance
Adopting the 2012 International Property Maintenance Code*

The Charter Township of Ypsilanti **Ordains** that the Code of Ordinances Charter Township of Ypsilanti, Chapter 48 entitled **Property Maintenance** is amended as follows:

DELETE: Sections 48-27 entitled **Adoption** and 48-28 entitled **Additions, Insertions and Changes** in their entirety.

ADD: the following new provisions:

Section A. That a certain document, copies of which are on file in the office of the Ypsilanti Township Clerk, being marked and designated as the **International Property Maintenance Code**, 2012 edition, as published by the International Code Council, Inc., be and is hereby adopted as the **Property Maintenance Code** of the Charter Township of Ypsilanti, in the State of Michigan for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said **Property Maintenance Code** are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes prescribed in Section B of this ordinance.

Section B. The following sections are hereby revised:

Section 101.1. Insert: Charter Township of Ypsilanti

Section 103.5. Insert: As established by the Township Board, by Resolution, from time to time.

Section 106.3. Penalty is deleted in its entirety and replaced with the following new section:

Section 106.3. Penalty. Any person, firm, or corporation who shall violate a provision of this Code, shall be responsible for a municipal civil infraction, as provided in Chapter 40, Article II, of this Code, and shall be subject to a fine as follows:

- (i) the fine for any first violation shall be \$100.00;
- (ii) the fine for any violation which the violator has, within the past two years, been found in violation of once before, shall be \$250.00;
- (iii) the fine for any violation which the violator has, within the past two years, been found in violation of twice before, shall be \$500.00.

Lien upon real estate. The violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having

jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Each day a separate municipal civil infraction. A separate municipal civil infraction shall be deemed committed upon each day during or when a violation occurs or continues.

Section 110.1 General is deleted in its entirety and replaced with the following new section:

110.1 General. The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy to:

- 1) demolish and remove such structure or at the owner's option to repair the structure so that it is in a safe and sanitary condition fit for human occupancy
- 2) to board up and hold for future repairs for a reasonable period of time to be determined by the code official but not to exceed six months; or
- 3) where there has been a cessation of normal construction of any structure for a period of more than six months after the expiration of the permit, the code official shall order the owner to demolish and remove such structure.

Section 111.1 Application for Appeal is deleted in its entirety and replace with the following new section:

Section 111.1 Application for Appeal. Any persons directly affected by a decision of the code official or any notice or order which has been issued under this Code, or of any rule or regulation adopted pursuant thereto, shall have the right to request and be granted a hearing on the matter before the construction board of appeals established by the township pursuant to Section 14, Stile-DeRossett-Hale Single State Construction Code Act of 1972, Act 230 of Public Acts of 1972, as amended, ("Act"), provided that a written application for appeal is filed within 20 days after the day of the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. The procedures for appeal established by the Act or pursuant to the Act shall govern appeals from this Code.

302.4 Insert: 7 inches

Add the following new subsection as follows:

Section 304.13.3 Boarded windows The owner of a structure may, for a maximum of 30 days, board up a window when the window glass is broken, cracked or missing. After 30 days has expired, the window glass must be replaced with glass or other similar material and the board up material removed.

Section 304.14. Insert the following dates: April 1 to November 1.

Add new section as follows:

Section 304.15.1 Boarded doors. The owner of a structure may, for a maximum of 30 days, board up a door when the door is broken or otherwise rendered inoperable. After 30 days has expired, a replacement door must be installed, and the board up material removed.

Section 304.18.1 Doors is deleted in its entirety.

Add new section as follows:

Section 304.18.4 Common access In multiple dwellings which are offered for rent or lease and where access to individual dwelling or rooming units is provided by means of common hallways and exterior doors, such exterior doors and any windows shall be equipped as follows:

1. All doors shall be self-closing and self-latching and shall not be equipped with any type of hold-open device.
2. All doors shall be equipped with a lock requiring a key or code for entry from the exterior. The lock shall operate without any key, code, tool or other special knowledge or effort from the interior and be of a type that remains locked from the exterior at all times. Electric releases are permitted, and if so equipped, said releases shall be operable at all times. Strike plates shall have protective guards on the exterior side to prevent the lock from being pried open.
3. Common tenant areas such as laundry rooms, storage areas, etc., which are accessed from a common hallway shall have entry doors meeting the requirements of this section.

Section 602.3. Insert: January 1 to December 31.

Section 602.4. Insert: January 1 to December 31.

Add the following new section as follows:

603.7 HVAC Certification Requirement. All gas fired heating equipment shall be serviced and inspected by a licensed mechanical contractor. The mechanical contractor shall provide certification of inspection minimally every 4 years. The certification shall be on a form approved by the Building Official. Inspectors may require cleaning and service more frequently based on observations made during the inspections.

Section 605.2 Receptacles is deleted in its entirety and replaced with the following new section:

605.2 Receptacles Every *habitable space* in a dwelling shall contain an adequate number of receptacle outlets to meet demand.

Add the following new section as follows:

702.4.1 Finished Basements emergency escape and rescue window. If a home constructed since 7/31/01 is found to have a finished basement, an emergency escape and rescue window shall be required. Homes constructed prior to 7/31/01 may have finished basements without an emergency escape and rescue window provided there are no sleeping areas in the basement, and the work was completed prior to 7/31/01. All sleeping areas in a basement shall be provided with an egress window.

Add the following new section as follows:

705 Fire Extinguishers

705.1 Where required. Portable fire extinguishers shall be installed as follows:

1. All dwelling units, which are offered for rent or lease, shall be equipped with a fire extinguisher with a minimum rating of 5ABC and meeting the requirements of the International Fire Code.

2. All common tenant areas in the structure in which said units are located containing laundry equipment for tenant use shall be equipped with a fire extinguisher with a minimum rating of 10ABC and meeting the requirements of the International Fire Code.

705.2 Location. All extinguishers shall be permanently mounted in conspicuous locations where they will be readily accessible and immediately available for use.

Section C. Severability

Should any provision or part of the within Ordinance be declared by any court of competent jurisdiction to be invalid or unenforceable, the same shall not affect the validity or enforceability of the balance of this Ordinance which shall remain in full force and effect.

Section D. Effective Date and Repeal of Conflicting Ordinances

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This ordinance shall take effect after publication in a newspaper of general circulation as required by law.

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



Human Resource

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0065
Fax: (734) 484-5160
www.ytown.org

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Karen Wallin
Human Resource Department

Date: June 19, 2013

Subject: **Approval for Golf Pro Salary Adjustment**

This correspondence is being forward seeking approval of a salary adjustment for Dan Roberts, Golf Pro, at Green Oaks Golf Course.

With the recent retirement of Leon Jackson, the Green's Commission has made recommendation that the salary of the Golf Pro, Dan Roberts be reviewed. Following a meeting between the 3 full-time officials and Green's Commission Chair, Ambose Wilbanks, a \$500/month increase is being suggested retro to May 2013, bringing the annual salary to \$54,892.00.

Your consideration in this matter is appreciated. Should you have any additional questions, please feel free to contact me at 734-484-0065.



FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. Please read the Eligibility and Instructions document before filling out this form.

OFFICIAL USE ONLY
Local Governing Body:
Date Received: May 31, 2013
Application No:
State:
Date Received:
Application No:
Approved: Rejected:

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR

I. Personal Information:

1. Name(s) of Applicant: Elliott Last SAMUEL First J. Initial

(If more than two see #15) Elliott Last LYNDIA First S Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:
[X] Married [] Single

2. Mailing Address: 6380 + 6330 STONY CREEK RD YPSILANTI, MI 48197
Street City State Zip Code

3. Telephone Number: (Area Code) (734) 4836527

4. Alternative Telephone Number (cell, work, etc.): (Area Code) ()

5. E-mail address:

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: WASHTENAW 7. Township, City or Village: YPSILANTI

8. Section No. 29 Town No. T35 Range No. 7E

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? [] Yes [X] No

If "Yes", please explain circumstances:

12. Does the applicant own the mineral rights? [X] Yes [] No
If owned by the applicant, are the mineral rights leased? [] Yes [X] No

Indicate who owns or is leasing rights if other than the applicant:
Name the types of mineral(s) involved:

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes: [] Yes [X] No If "Yes", indicate to whom, for what purpose and the number of acres involved:

14. Is land being purchased under land contract [] Yes [X] No: If "Yes", indicate vendor (seller):

Name:
Address:

Street City State Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (seller) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

- 2 or more persons having a joint or common interest in the land
- Corporation Limited Liability Company Partnership
- Estate Trust Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)

This application is for:

- a. 40 acres or more —————> complete only Section 16 (a thru g);
- b. 5 acres or more but less than 40 acres —————> complete only Sections 16 and 17; or
- c. a specialty farm —————> complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock (cash crops), fruit, etc):

CASH CROPS

b. Total number of acres on this farm: 80

c. Total number of acres being applied for (if different than above): _____

d. Acreage in cultivation: 70

e. Acreage in cleared, fenced, improved pasture, or harvested grassland: _____

f. All other acres (swamp, woods, etc.) 10

g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings: 7 Residence: 2 Barn: 2 Tool Shed: 1

Silo: _____ Grain Storage Facility: 7 Grain Drying Facility: 1

Poultry House: _____ Milking Parlor: _____ Milk House: _____

Other: (Indicate) old corn crib

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application from the sale of agricultural products (not from rental income):

\$ _____ : _____ = \$ _____ (per acre)
total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by the Michigan Department of Agriculture, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ _____

Please note: specialty farm designation may require an on-the-farm site visit by an MDA staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

Samuel J. Elliott
(Signature of Applicant)

(Corporate Name, If Applicable)

Lynda Sue Elliott
(Co-owner, If Applicable)

(Signature of Corporate Officer)

5/25/13
(Date)

(Title)

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: 5/31/13 (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: _____
 County Township City Village

This application is approved, rejected Date of approval or rejection: _____

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: _____

Property Appraisal: \$ _____ is the current fair market value of the real property in this application.

II. Please verify the following:

____ Upon filing an application, clerk issues receipt to the landowner indicating date received.

____ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

Note: Review Agencies have 30 days in which to respond before local governing body can proceed.

____ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDA-Farmland and Open Space Program, PO Box 30449, Lansing 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

<p>Please verify the following regarding Reviewing Agencies (sending a copy to reviewing agencies is required):</p> <p>COPY SENT TO:</p> <p>____ County or Regional Planning Commission</p> <p>____ Conservation District</p> <p>____ Township (if county has zoning authority)</p> <p>____ City (if land is within 3 miles of city boundary)</p> <p>____ Village (if land is within 1 mile of village boundary)</p>	<p>Before forwarding to State Agency, FINAL APPLICATION SHOULD INCLUDE:</p> <p>____ Copy of Deed or Land Contract (most recent showing <u>current ownership</u>)</p> <p>____ Copy of most recent Tax Bill (must include <u>tax description</u> of property)</p> <p>____ Map of Farm</p> <p>____ Copy of most recent appraisal record</p> <p>____ Copy of letters from review agencies (if available)</p> <p>____ Any other applicable documents</p>
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Questions? Please call Farmland Preservation at (517) 373-3328

Map of Farm with Structures and Natural Features:

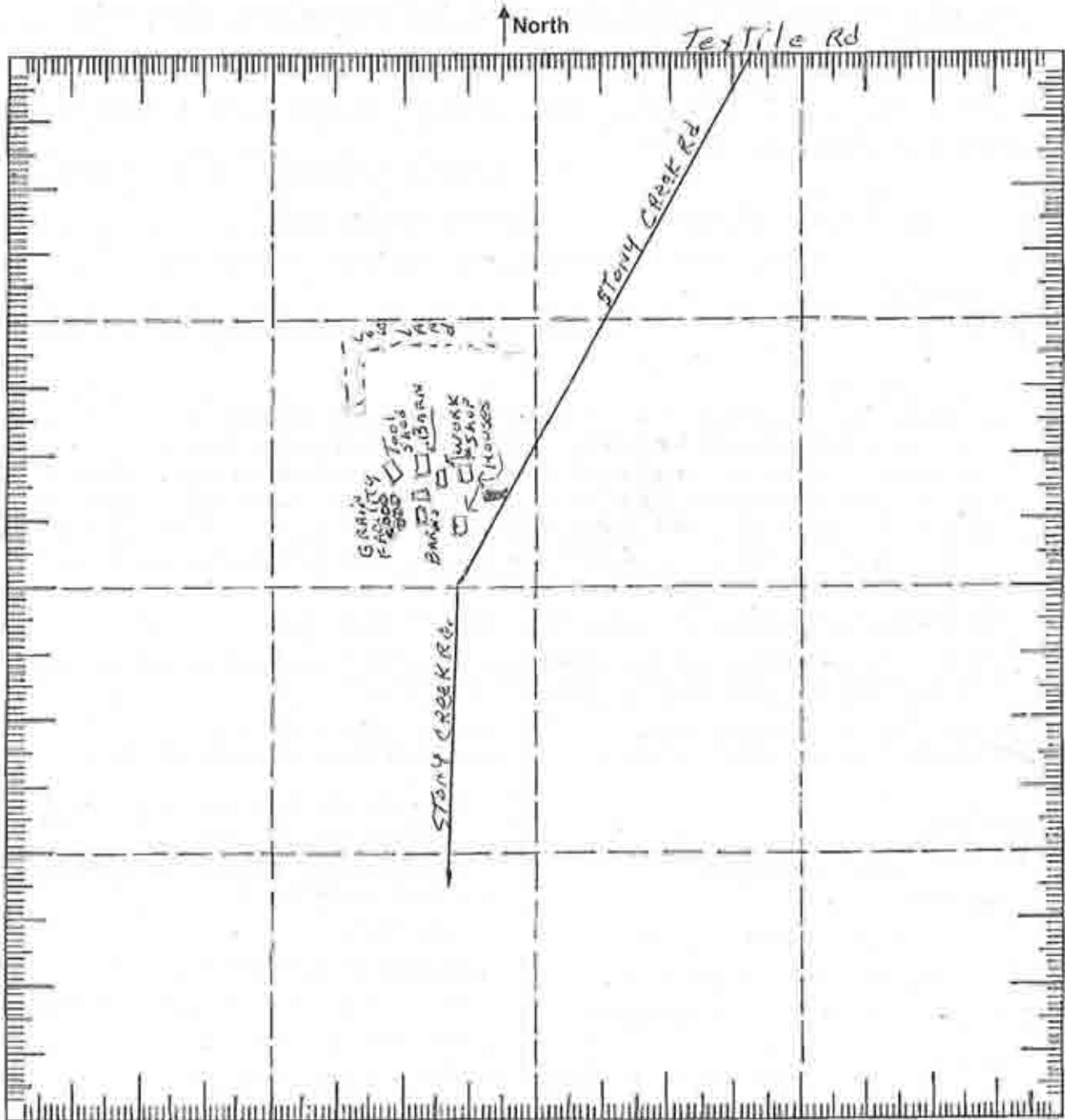
- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft² (1 mile²) Section)
- B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
- C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
- D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.

County WASHTENAW

Township 4PSILANTI

T 3S R 7E Section 29





OFFICIAL TAX STATEMENT

Larry J. Doe, Treasurer
 7200 S. Huron River Drive
 Ypsilanti, MI 48197
 734-484-1002 (Phone) 734-484-
 www.ytown.org
 Fax Number 734-484-5155

PLEASE RETURN THIS PORTION WITH PAYMENT. THANK YOU.	
This tax is due by: 02/28/2013	
After 02/28/2013 additional interest and fees apply	
2012 Winter Tax for Property Number:	K -11-29-200-013

TAXPAYER NOTE: Are your name & mailing address correct? If not, please make corrections below. Thank You.

Property Addr: 6330 STONY CREEK RD

Make Check Payable To: YPSILANTI TOWNSHIP

TOTAL AMOUNT DUE: \$ 0.00

To: ELLIOTT, SAM
 6330 STONY CREEK RD
 YPSILANTI MI 48197

BUILDING HOURS: MONDAY THROUGH FRIDAY
 MORNING HOURS: 8:30 A.M. UNTIL 12 NOON
 AFTERNOON HOURS: 1 P.M. UNTIL 4:30 PM

**CLOSED EVERY AFTERNOON
 BETWEEN 12:00 NOON AND 1:00 P.M.**

NOTE: If your taxes are paid by a mortgage escrow, it is your responsibility to forward this notice to them.

WWW.YTOWN.ORG

Please detach along perforation. Keep the bottom portion.

Charter Township of Ypsilanti 2012 Winter TAX

Bill #: 14137

<p>MESSAGE TO TAXPAYER</p> <p>OUR OFFICE WILL BE CLOSED FROM DECEMBER 24, 2012 THROUGH JANUARY 1, 2013 AND WILL REOPEN JANUARY 2, 2013 AT 8:30AM.</p> <p>ALL PAYMENTS MUST BE RECEIVED IN THE TREASURER'S OFFICE NO LATER THAN 4:30PM, FEBRUARY 14, 2013. POSTMARKS WILL NOT BE ACCEPTED. ALL PAYMENTS RECEIVED BY THE TOWNSHIP AFTER FEBRUARY 14 WILL INCUR AN ADDITIONAL 3% PENALTY.</p> <p>ANY CHECK RETURNED UNPAID BACK TO OUR OFFICE BY YOUR BANK WILL HAVE AN ADDITIONAL FEE OF \$30.00</p> <p>WINTER TAX BILLS CAN BE PAID IN FULL AT ANY YPSILANTI BRANCH OF CITIZENS BANK, BANK OF ANN ARBOR OR KEYBANK. THE TOP PORTION OF THIS BILL MUST BE PRESENTED AT THE TIME OF PAYMENT.</p> <p>ONLY CASH OR CHECK IS ACCEPTED IN THE OFFICE. CREDIT CARD PAYMENTS CAN BE MADE ON LINE AT WWW.YTOWN.ORG</p>	<p>PAYMENT INFORMATION</p> <p>This tax is due by: 02/28/2013</p> <p>Pay by mail to: Larry J. Doe, Treasurer 7200 S. Huron River Drive Ypsilanti, MI 48197 734-484-1002 (Phone) 734-484-5155 www.ytown.org</p>																																																						
<p>PROPERTY INFORMATION</p> <p>Property Assessed To: ELLIOTT, SAM</p> <p>6330 STONY CREEK RD YPSILANTI, MI 48197 YPSILANTI SCHOOL DIS</p> <p>Property # K -11-29-200-013 School: 81020</p> <p>Property Address: 6330 STONY CREEK RD Map #: R 029 010 00</p> <p>Legal Description: YP#29-5 S 1/2 OF NW 1/4 SEC. 29 T3S R7E 80.00 AC.</p>	<p>TAX DETAIL</p> <table> <tr> <td>Taxable Value:</td> <td>197,140</td> <td>AGRICULTURAL IMPRO</td> </tr> <tr> <td>State Equalized Value:</td> <td>283,300</td> <td>Class: 101</td> </tr> <tr> <td>Assessed Value:</td> <td>283,300</td> <td></td> </tr> <tr> <td>P.R.E. %:</td> <td>80.0000</td> <td>Mortgage Code:</td> </tr> </table> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Taxes are based upon Taxable Value. 1 mill equals \$1.00 per \$1000 of Taxable Value. Amounts with no millage are either Special Assessments or other charges added to this bill.</p> </div> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DESCRIPTION</th> <th>MILLAGE</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>COUNTY PARKS</td> <td>0.47200</td> <td>93.05</td> </tr> <tr> <td>COUNTY NAT AREA</td> <td>0.24090</td> <td>47.49</td> </tr> <tr> <td>COUNTY BECS</td> <td>0.20000</td> <td>39.42</td> </tr> <tr> <td>COUNTY HCMA</td> <td>0.21460</td> <td>42.30</td> </tr> <tr> <td>COUNTY VET RELF</td> <td>0.02860</td> <td>5.63</td> </tr> <tr> <td>COUNTY ECON DEV</td> <td>0.06000</td> <td>11.82</td> </tr> <tr> <td>TOWNSHIP</td> <td>12.12120</td> <td>2,389.57</td> </tr> <tr> <td>LIBRARY</td> <td>1.50740</td> <td>297.16</td> </tr> <tr> <td>Total Tax</td> <td>14.84470</td> <td>2,926.44</td> </tr> <tr> <td>Administration Fee</td> <td></td> <td>29.26</td> </tr> <tr> <td>TOTAL AMOUNT DUE</td> <td></td> <td>2,955.70</td> </tr> <tr> <td>PREV. PAYMENTS</td> <td></td> <td>2,955.70</td> </tr> <tr> <td>BALANCE DUE</td> <td></td> <td></td> </tr> </tbody> </table>	Taxable Value:	197,140	AGRICULTURAL IMPRO	State Equalized Value:	283,300	Class: 101	Assessed Value:	283,300		P.R.E. %:	80.0000	Mortgage Code:	DESCRIPTION	MILLAGE	AMOUNT	COUNTY PARKS	0.47200	93.05	COUNTY NAT AREA	0.24090	47.49	COUNTY BECS	0.20000	39.42	COUNTY HCMA	0.21460	42.30	COUNTY VET RELF	0.02860	5.63	COUNTY ECON DEV	0.06000	11.82	TOWNSHIP	12.12120	2,389.57	LIBRARY	1.50740	297.16	Total Tax	14.84470	2,926.44	Administration Fee		29.26	TOTAL AMOUNT DUE		2,955.70	PREV. PAYMENTS		2,955.70	BALANCE DUE		
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<p>OPERATING FISCAL YEARS</p> <p>The taxes on bill will be used for governmental operations for the following fiscal year(s):</p> <p>County: - Twp/Vil/City: - School: - State: -</p> <p>Does NOT affect when the tax is due or its amount</p>																																																							

General Property Information

Ypsilanti Township

[Back to Non-Printer Friendly Version] [Send To Printer]

Parcel: K -11-29-200-013 Unit: YPSILANTI TOWNSHIP

Building sketches may be found under "attachments".

Property Address	[collapse]
6330 STONY CREEK RD YPSILANTI, MI 48197	

Owner Information	[collapse]
ELLIOTT, SAM 6330 STONY CREEK RD YPSILANTI, MI 48197	Unit: 11

Taxpayer Information	[collapse]
SEE OWNER INFORMATION	

General Information for Tax Year 2013			[collapse]
Property Class:	101 - AGRICULTURAL IMPROVED	Assessed Value:	\$291,000
School District:	81020 - YPSILANTI COMMUNITY SCH	Taxable Value:	\$215,571
State Equalized Value:	\$291,000	Map #	R 029 010 00
INDEX #	0	Date of Last Name Chg:	12/01/2009
		Date Filed:	12/02/2009
		Notes:	N/A
Historical District:	N/A	Census Block Group:	N/A
Principal Residence Exemption	June 1st	Final	
2014	80.0000 %	-	
2013	80.0000 %	80.0000 %	

Previous Year Info	MBOR Assessed	Final S.E.V.	Final Taxable
2012	\$283,300	\$283,300	\$197,140
2011	\$286,300	\$286,300	\$191,958

Land Information		[collapse]
	Frontage	Depth
Lot 1:	0.00 Ft.	0.00 Ft.
Lot 2:	0.00 Ft.	0.00 Ft.
Lot 3:	0.00 Ft.	0.00 Ft.
Total Frontage:	0.00 Ft.	Average Depth: 0.00 Ft.
Total Acreage:	80.00	
Zoning Code:	R1 SINGLE FAM	

Land Value:	\$192,800	Mortgage Code:	0
Land Improvements:	\$0	Lot Dimensions/Comments:	
Renaissance Zone:	NO		
Renaissance Zone Expiration Date:			
ECF Neighborhood Code:	00008 - AGRICULTURAL CLASS		

Legal Information for K -11-29-200-013

[collapse]

YP#29-5 S 1/2 OF NW 1/4 SEC. 29 T3S R7E 80.00 AC.

Sales Information

0 sale record(s) found.

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page
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****Disclaimer:** BS&A Software provides this Web Site as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

[Privacy Policy](#)

RE: PA 116 Application - Samuel & Lynda Elliot

From : Brett Lenart <lenartb@ewashtenaw.org> Fri, May 31, 2013 02:00 PM
Subject : RE: PA 116 Application - Samuel & Lynda Elliot
To : 'Nancy Wrybkowski' <nwyrybk@ytown.org>

Hi Nancy, with no Planning Commission, the County will not conduct any review. Thanks,

-Brett Lenart
Washtenaw County Office of Community & Economic Development
(734) 622-9006 ph.

From: Nancy Wrybkowski [mailto:nwyrybk@ytown.org]
Sent: Friday, May 31, 2013 11:41 AM
To: Brett Lenart
Subject: PA 116 Application - Samuel & Lynda Elliot

Mr. Lenart:

Please see the attached application regarding the Farmland And Open Space Preservation Program, which is also being sent via USPS. I realize there is no longer a County Planning Commission, but if you could respond (via email) with that information, I can forward it to the State when the application is submitted to them.

Should you have any questions, please let me know. Thank you.

Nancy Wrybkowski
Deputy Clerk
Charter Township of Ypsilanti
734-484-4700





Washtenaw County Conservation District

7203 Jackson Rd Ann Arbor MI 48103-9506
Phone: (734) 761-5721x 5 Fax: (734) 662-1686
Web Site: www.washtenawcd.org

June 7, 2013

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, Michigan 48197



Karen:

The Washtenaw County Conservation District Board of Directors has reviewed Farmland and Open Space Preservation Program applications for farmland agreements recently submitted to the District.

At their June 6, 2013 meeting, the Board took the following action: Motion by Rentschler to approve the following farmland agreement application:

Samuel J. and Lynda S. Elliott, 80 acres, section 29, Ypsilanti Township

Motion carried.

If you have any questions regarding this action, please contact District Executive Director Dennis Rice.

Sincerely,

Jill Dohner, Secretary
Board of Directors

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2013-18**

**Authorizing the Charter Township of Ypsilanti to
Exercise its "First Right of Refusal" and to Purchase
from Washtenaw County Treasurer, Catherine McClary
Acting in her Capacity as the Foreclosing Governmental
Unit Under the Authority of the General Property Tax Act The
Real Properties Described Herein Located In Ypsilanti
Township, Michigan**

Whereas, on **May 29, 2013** Washtenaw County Treasurer Catherine McClary, Acting in her capacity as the **Foreclosing Governmental Unit** (FGU) under the Authority of the **General Property Tax Act** (GPTA) foreclosed upon certain properties in the Washtenaw County Circuit Court due to delinquent real property taxes.

The "**List of Tax Foreclosed Properties**" for **2013** dated **May 28, 2013** (See Exhibit 1) was received and time stamped by Ypsilanti Township Clerk **Karen Lovejoy Roe** on **May 29, 2013** which contained *inter alia* the following Ypsilanti Township properties which set forth the amount of unpaid delinquent taxes and are described as follows:

1. **S. Wallace Blvd. (Vacant Lot)**
Parcel No.: **K-11-40-356-018**
Minimum Bid: **\$2,199.00**
Legal Description:
YP # 91-97 Lot 96 Steven's Recreation Park Sub.

2. **550 Glenwood Avenue**
Parcel No.: **K-11-10-467-034**
Minimum Bid: **\$8,285.00**
Legal Description:
YP#75-85 S 14 FEET OF LOT 404 AND N 39 FEET OF LOT 405
LAPHAM & HOWE'S YPSI-MANORSUBD. NO. 1

3. **570 Greenlawn Street**
Parcel No.: **K-11-11-363-013**
Minimum Bid: **\$7,704.00**
Legal Description:
YP# 57-80 LOT 80 EAST LAWN SUBDIVISION.

4. **1370 Parkwood Avenue**
Parcel No.: **K-11-10-407-004**
Minimum Bid: **\$8,867.00**
Legal Description:
YP# 127-4 LOT 4 PARKWOOD GARDENS

5. **910 Auburndale Avenue**
Parcel No.: **K-11-10-385-009**
Minimum Bid: **\$9,210.00**
Legal Description:
YP# 94-9 LOT 218 STURTEVANT MANOR SUBDIVISION NO. 2

6. **Northlawn Avenue (Vacant Lot)**
Parcel No.: **K-11-06-301-140**
Minimum Bid: **\$4,173.00**
Legal Description:
YP# 94-9 LOT 218 STURTEVANT MANOR SUBDIVISION NO. 2

7. 1231 Rambling Road (Vacant Lot)

Parcel No.: K-11-03-162-002

Minimum Bid: **\$4,615.00**

Legal Description:

YP#133-135 LOT 196 EXCEPT S'LY 30' THEREOF & S'LY 20' LOT 197 WASHTENAW CONCOURSE NO 2

8. 966 N. Prospect Road

Parcel No.: K-11-03-261-005

Minimum Bid: **\$7,161.00**

Legal Description:

YP# 64-5 LOT 5 GOLDEN RULE SUBDIVISION

9. 1133 Davis Street

Parcel No.: K-11-10-435-015

Minimum Bid: **\$10,642.00**

Legal Description:

YP# 68-137 LOT 137 HILL CREST SUBDIVISION

10. Share Ave. (Vacant Lot)

Parcel No.: K-11-14-240-002

Minimum Bid: **\$5,628.00**

Legal Description:

YP110G-1B; PART OF WEST WILLOW UNIT NUMBER 8, AS RECORDED IN LIBER 13, PAGE 31. COM AT NW COR OF SEC 14, TH S 00-11-20 W 210.00 FT ALONG W LINE OF SAID SEC; TH ALONG S LINE OF I-94, S 81-46-15 E 448.41 FT; TH S 00-11-20 W 66.65 FT TO PL OF BEG; TH S 00-11-20 W 198.48 FT TO THE SE COR OF SAID SUBDIVISION; TH S 70-11-20 W 34.66 FT ALONG THE N LINE OF SHARE ST.; TH SWLY ALONG ARC CONCAVE TO THE NORTH, 151.49 FT, THAT HAS A RADIUS OF 434 FT AND A 150.72 FT CHORD THAT BEARS S 80-11-20 W; TH N 89-48-40 W 110.00 FT; TH N 00-11-20 E 277.68 FT; TH S 81-46-15 E 295.74 FT TO THE PL OF BEG. CONSISTING OF PART OF LOT 562, ALL OF LOTS 563 THROUGH LOT 570, WEST WILLOW UNIT 8. CONTAINING 1.66 ACRES, T3S-R7E. (LIBER 2165 PAGE 264-266) (CORRECTED 09/15/99); and

Whereas, the Court of Appeals for the State of Michigan in an unanimous decision released for publication on **April 5, 2011** entitled "**City of Bay City vs Bay County Treasurer**" held that under the GPTA that ". . . **the determination of a proper purpose for the purchase of tax-delinquent property is a legislative function, vesting such determinations as arose in this case with Plaintiff's council. Furthermore, because MCL 211.78(m)(1) creates a mandatory legal duty on Defendant's part to sell the property to Plaintiff granting him no discretion to decide not to sale such property, the statute does not empower a county treasurer . . . to make an independent determination as to a municipality's professed 'public' purpose**" a copy of the Court of Appeals decision being attached hereto and incorporated by reference and labeled Exhibit 2; and

Whereas, from 2007 through 2013 Ypsilanti Township has seen approximately nearly 2,500 foreclosures which make up approximately thirty-three (33%) of all foreclosures that have occurred during this time period in Washtenaw County even though the Township's population is only fifteen (15%) of the County's total population; and

Whereas, this unprecedented record number of foreclosures in Ypsilanti Township resulted in a significant loss of tax revenue to the Township while also having a direct and negative effect upon the residential property values Township wide; and

Whereas, this record number of foreclosures in the Township destabilized a number of residential streets located within the Township's residential subdivisions and greatly contributed to a number of residential neighborhoods becoming predominantly rental properties which further contributed to the destabilization of residential properties; and

Whereas, the Charter Township of Ypsilanti in an effort to stabilize the Township's existing residential neighborhoods entered into a partnership with Habitat for Humanity for acquiring and rehabilitating residential properties located in the Township for homeowner occupancy which has resulted in increased neighborhood stabilization and has prevented further deterioration of existing residential subdivisions throughout the Township while also resulting in the increase of property values and the tax base in the Township; and

Whereas, Habitat has notified the Township of its desire to acquire additional residential properties in the Township for rehabilitation and resale to homeowners which further promotes the Township's Board stated policy of neighborhood stabilization; and

Whereas, the Ypsilanti Township Board of Trustees has determined and hereby finds that the exercise of its **"First Right of Refusal"** to acquire the above listed properties constitutes a **"Public Purpose"** as set forth in the Court of Appeals case entitled **"City of Bay City vs Bay County Treasurer"** since it is imperative that in order for the Township to achieve its stated public purpose of neighborhood stabilization and to prevent further deterioration of residential property values that the Township continues in its ongoing efforts with Habitat for Humanity to increase homeownership by acquiring residential properties in the Township for resale to Habitat who will rehabilitate said properties that in turn will be resold to persons for homeownership as opposed to being utilized as rental/investment properties; and

Whereas, the Township has been advised by the Washtenaw County Treasurer's Office that the minimum bid price for all of the above listed properties total **\$68,484.00**;

Now, Therefore The Ypsilanti Charter Township Board Of Trustees Hereby Resolves As Follows:

1. That the Township hereby finds and determines that the exercise of its **"First Right of Refusal"** pursuant to the General Property Tax Act as further defined in the Court of Appeals case entitled **"City of Bay City vs Bay County Treasurer"** to purchase the properties hereinabove listed located in the Township of Ypsilanti, Washtenaw County, State of Michigan, constitutes a **"Public Purpose"** since it is imperative that in order for the Township to achieve its stated public purpose of neighborhood stabilization and to prevent further deterioration of residential property values that the Township continues in its ongoing efforts with Habitat for Humanity to increase homeownership by acquiring residential properties in the Township for resale to Habitat who will rehabilitate said properties that in turn will be resold to persons for homeownership as opposed to being utilized as rental/investment properties.

2. That the Township hereby notifies Washtenaw County Treasurer Catherine McClary Acting in her Capacity as the Foreclosing Governmental Unit that the Township desires to purchase the above listed properties under the Township's ***"First Right of Refusal"*** for the minimum bid of each property which totals **\$68,484.00**.
3. That the Township authorizes the payment of **\$68,484.00** for the purpose of acquiring the above listed properties pursuant to the Township's ***"First Right of Refusal"*** for the ***"Public Purpose"*** as defined herein.

Exhibit 1



<http://www.auction.com/washtenaw>

List of Tax Foreclosed Properties

Auction 2013

Washtenaw County, Michigan

Please Note: The Treasurer has the right to withdraw any property on this list prior to the auction. Please contact the office for up to date information.

All bidding is done online. Please read the terms and conditions before bidding.

All attempts were made for accuracy and proof-reading. Please report any errors you may find to taxes@ewashtenaw.org

Catherine McClary, CPFO
Washtenaw County Treasurer

Phone: 734-222-6600
Fax: 734-222-6632
Email: taxes@ewashtenaw.org

Parcel Identification Number	Address and Municipality	Auction Date	2012 Assessed Value x 2**	Minimum Bid***	Legal Description
K-11-01-205-013	2826 Appleridge St Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/2/2013	\$36,400	\$8,704	YP#135-108 LOT 102, EXC W'LY 29.60' THEREOF & W'LY 22.20' OF LOT 103 WASHTENAW RIDGE NO 1.
K-11-01-235-021	1450 Blossom Ave Ypsilanti, MI 48198 Charter Twp of Ypsilanti	7/16/2013	\$32,400	\$5,850	YP#129-21 LOT 21 WASHTENAW ORCHARD NUMBER ONE. PROP ADD: 1450 BLOSSOM
K-11-01-238-056	1453 Blossom Ave Ypsilanti, MI 48198 Charter Twp of Ypsilanti	7/26/2013	\$42,600	\$10,271	YP#126-56: LOT 56 WASHTENAW ORCHARD #1. ALSO, A PARCEL OF LAND BEING A PART OF NE 1/4 OF SEC 2; T3S-R7E, YPSILANTI TWP, WASHTENAW COUNTY, MICHIGAN, PARTICULARLY DESCRIBED AS FOLLOWS: BEG AT TH NE COR OF SEC 2, TH S 87-38-06 W 673.72 FT ALONG THE N LINE OF SAID SEC 2; TH S 47-11-05 E 572.91 FT; TH S 47-12-00 E 12.01 FT TO POB; TH S 47-12-00 E 100.00 FT; TH S 42-48-00 W 37.99 FT; TH N 47-11-05 W 100.00 FT; TH N 42-48-00 E 37.98 FT TO THE POB.
K-11-02-328-007	724 N Ford Blvd Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/16/2013	\$12,600	\$4,538	YP# 58-265 LOT 265, EXC S 3 FT THEREOF EAST PARK SUBDIVISION
K-11-02-374-034	149 N Ford Blvd Ypsilanti, MI 48198 Charter Twp of Ypsilanti	7/16/2013	\$43,400	\$6,245	YP# 58-219 LOT 219 EAST PARK SUBDIVISION.
K-11-02-375-009	1565 E Michigan Ave Ypsilanti, MI 48198 Charter Twp of Ypsilanti	7/26/2013	\$10,600	\$7,460	YP#2-28C BEG AT SW COR OF LOT 28, LAY GARDEN SUBDIVISION, TH NELY 54.4 FT IN S LINE OF LOTS 28 & 27 TO SE COR OF LOT 27, TH S 1 DEG 05' E 107.51 FT TO N LINE OF MICHIGAN AVE, TH SW'LY IN N LINE OF MICHIGAN AVE TO A POINT WHICH IS S 1 DEG 05' E 117.27 FT FROM PL OF BEG, TH N 1 DEG 05' W 117.27 FT TO P.O.B. SEC 2 T3S R7E
K-11-02-381-004	1650 E Forest Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/23/2013	\$51,600	\$8,444	YP#76-191 LOT 191 LAY GARDEN SUBDIVISION.
K-11-02-481-003	2371 Ward Ct Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/23/2013	\$95,000	\$9,178	YP#2-21C COM AT THE SE COR OF SEC, TH N 228.60 FT IN E LINE OF SEC, TH DEFL 101 DEG 46' 30" TO THE LEFT 108 FT FOR A PL OF BEG, TH SW'LY IN THE SAME COURSE 150.70 FT, TH S 135 FT, TH DEFL 101 DEG 46' 30" TO THE LEFT 150.70 FT, TH N 135 FT TO THE PL OF BEG, BEING A PART OF E 1/2 OF SE 1/4 SEC. 2 T3S R7E 0.46 AC.
K-11-03-162-002	1231 Rambling Rd Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/2/2013	\$12,000	\$4,615	YP#133-135 LOT 196 EXCEPT S'LY 30' THEREOF & S'LY 20' LOT 197 WASHTENAW CONCOURSE NO 2.

** Per Michigan Constitution, assessed value shall not exceed 50% of true cash value (Article 9, Section 3).

*** Includes all delinquent taxes, interest, penalties, fees, costs, and expenses.



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Auction 2013

Washtenaw County, Michigan

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Catherine McClary, CPFO
Washtenaw County Treasurer

Phone: 734-222-6600
Fax: 734-222-6632
Email: taxes@ewashtenaw.org

Parcel Identification Number	Address and Municipality	Auction Date	2012 Assessed Value x 2**	Minimum Bid***	Legal Description
K-11-03-162-016	1091 Rambling Rd Ypsilanti, MI 48198 Charter Twp of Ypsilanti	7/16/2013	\$38,600	\$9,975	YP#132-14 N'LY 10' OF LOT 10 AND S'LY 40' OF LOT 11 WASHTENAW CONCOURSE NO 1.
K-11-03-261-005	966 N Prospect Rd Ypsilanti, MI 48198 Charter Twp of Ypsilanti	7/26/2013	\$49,000	\$7,161	YP# 64-5 LOT 5 GOLDEN RULE SUBDIVISION.
K-11-03-450-014	618 Bagley Ave Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/9/2013	\$51,200	\$5,952	YP# 43-47 LOT 47 AUDUBON GARDENS.
K-11-06-301-140	Northlawn Ave Ypsilanti, MI 48197 Charter Twp of Ypsilanti	8/9/2013	\$19,800	\$4,173	YP LOT 140 FAIRVIEW HEIGHTS SUBDIVISION .
K-11-06-482-002 K-11-06-482-003	Washtenaw Rd Ypsilanti, MI 48197 Charter Twp of Ypsilanti	8/16/2013	\$21,600	\$7,287	YP# 87-25: LOT 25 SIGNET HILLS SUBDIVISION, LIBER 3 OF PLATS, PAGE 41. YP# 87-26: LOT 26 SIGNET HILLS SUBDIVISION, LIBER 3 OF PLATS, PAGE 41.
K-11-10-107-003	40 Ypsi Ct Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/9/2013	\$21,600	\$5,008	YP#107-9 A PART OF LOTS 11, 12 & ALL OF LOT 13 YPSI LITTLE FARMS SUB EXC THAT PORTION BEGINNING AT NE COR OF LOT 9, TH S 00 20 00 W, ALG E LN OF SAID LOT 9, A DISTANCE OF 28.10 FT, TO A PT WHERE THE SLY ROW LN OF MICHIGAN AVE, BEING 120.0 FT, WIDE, INTER- SECTS THE E LN OF SAID LOT 9, THE POB TH CONT S 00 20 00 W ALG E LN OF SAID LOT 9, A DISTANCE OF 107.18 FT, TO THE SE COR OF SAID LOT 9; TH S 08 19 51 E, PARALLE WITHW LN OF SAID LOTS 10, 11 AND 12 DISTANCE OF 155.30 FT; TH S 84 31 49 W, A DIST OF 61.93 FT TO A PT WHICH IS 79.00 FT, NLY OF THE SW COR OF E 25.0 FT; LOT 13, TH N 08 19 51" W PARALLEL WITH AND 25.0 FT DIST FORM E LN OF LOT 13, A DIST OF 248.03 FT; TO SLY ROW LN OF MICHIGAN AVE; TH N 74 16 00" E ALG THE SLY ROW LN OF MICHIGAN AVE; A DISTANCE OF 78.65 FT TO POB. INCLUDES R-505-026-00 PLAT THEREOF, ALSO ASSESS- MENT
K-11-10-180-007	138 S Harris Rd Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/16/2013	\$42,000	\$7,837	YP#107-28 LOT 28 YPSI LITTLE FARMS SUBD'N. (138 & 140 HARRIS S)

** Per Michigan Constitution, assessed value shall not exceed 50% of true cash value (Article 9, Section 3).
*** Includes all delinquent taxes, interest, penalties, fees, costs, and expenses.



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Washtenaw County, Michigan

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Catherine McClary, CPFO
Washtenaw County Treasurer

Phone: 734-222-6600
Fax: 734-222-6632
Email: taxes@ewashtenaw.org

Parcel Identification Number	Address and Municipality	Auction Date	2012 Assessed Value x 2**	Minimum Bid***	Legal Description
K-11-10-205-039	953 E Michigan Ave Ypsilanti, MI 48198 Charter Twp of Ypsilanti	7/26/2013	\$104,000	\$47,110	COM AT N 1/4 COR SEC 10, T3S-R7E, YPSI TWP, WASH CTY MI, TH S 00-10-55 E 1089.21 FT ALG N/S 1/4 LN SEC 10; TH S 74-40-01 W 203.49 FT ALG C/L MICH AVE; TH S 75-54-21 W 46.34 FT ALG C/L MICH AVE TO POB; TH S 75-54-21 W 308.26 FT ALG C/L MICH AVE; TH N 00-32-42 W 238.88 FT; TH S 75-48-07 W 145.51 FT; TH N 00-48-07 W 349.25 FT ALG E/L JOHNSONS PL SUB; TH S 88-24-02 W 59.34 FT ALG N/L JOHNSONS PL SUB; TH N 01-06-15 W 228.69 FT; TH S 88-36-37 E 195.77 FT; TH S 00-10-55 E 100.11 FT; TH N 89-49-05 E 313 FT; TH N 89-49-05 E 73.55 FT; TH S 00-10-55 E 245.21 FT; TH S 88-11-19 W 77.01 FT; TH S 00-10-55 E 353.20 FT TO POB. BEING PT OF NW 1/4 SEC 10. CONTAINING 6.93 AC ±. BEING SUBJ TO RIGHTS OF PUBLIC OVER S 50 FT THEREOF AS OCCUPIED BY MICHIGAN AVENUE. (14,986 SQ.FT. OR 0.34 ACRE)
K-11-10-385-009	910 Auburndale Ave Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/2/2013	\$49,200	\$9,210	YP# 94-9 LOT 218 STURTEVANT MANOR SUBDIVISION NO. 2.
K-11-10-407-004	1370 Parkwood Ave Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/9/2013	\$69,400	\$8,867	YP# 127-4 LOT 4 PARKWOOD GARDENS.
K-11-10-435-015	1133 Davis St Ypsilanti, MI 48198 Charter Twp of Ypsilanti	7/16/2013	\$71,200	\$10,642	YP# 68-137 LOT 137 HILL CREST SUBDIVISION.
K-11-10-466-034	540 Pinewood St Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/23/2013	\$74,600	\$24,804	YP#75-143 LOT 463 & NORTH 4 FT OF LOT 464 ALSO S 1/2 OF VACATED ALLEY ADJACENT TO NORTHLAPHAM & HOWE'S YPSI-MANOR SUBD. NO. 1
K-11-10-467-034	550 Glenwood Ave Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/23/2013	\$73,800	\$8,285	YP#75-85 S 14 FEET OF LOT 404 AND N 39 FEET OF LOT 405 LAPHAM & HOWE'S YPSI-MANORSUBD. NO. 1.
K-11-11-100-008	2041 Parkwood Ave Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/23/2013	\$116,800	\$21,889	YP#11-8E COM AT THE N 1/4 POST OF THE SEC, TH ELY 36.28 FT IN THE N LINE OF THE SEC, TH S00 DEG 26' 15" E 1764.65 FT TO A POINT WHICH IS N 00 DEG 26' 15" W 89.43 FT FROM THE INTERSECTION OF THEN LINE OF RUSSELL ST AND THE E LINE OF DEVONSHIRE SUBDIVISION NO 4 FOR A PL OF BEG, TH N 89 DEG 33' 45" E 220 FT, TH S 00 DEG 26' 15" E 957.00 FT TO THE N LINE OF M-17, TH SWLY ALONG THE N LINE OF M-17 TO THE E LINE OF DEVONSHIRE SUBDIVISION NO 4, TH N 00 DEG 26' 15" W 1174.83 FT IN THE W LINE OF SAID SUBDIVISION TO THE PL OF BEG, EXC THE W 20 FT THEREOF BEING A PART OF W 1/2 OF NE 1/4 SEC. 11 T3S R7E 4.90 AC. BEG, EXC THE W 20 FT THEREOF BEING A PART OF W 1/2 OF NE 1/4 SEC. 11 T3S R7E 4.90
K-11-11-282-034	260 Ohio St Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/2/2013	\$45,800	\$8,366	YP# 55-243 LOT 657 DEVONSHIRE SUBDIVISION NO. 4.

** Per Michigan Constitution, assessed value shall not exceed 50% of true cash value (Article 9, Section 3).

*** Includes all delinquent taxes, interest, penalties, fees, costs, and expenses.



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List of Tax Foreclosed Properties

Auction 2013

Washtenaw County, Michigan

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Catherine McClary, CPFO
Washtenaw County Treasurer

Phone: 734-222-6600
Fax: 734-222-6632
Email: taxes@ewashtenaw.org

Parcel Identification Number	Address and Municipality	Auction Date	2012 Assessed Value x 2**	Minimum Bid***	Legal Description
K-11-14-240-002	Share Ave Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/23/2013	\$34,800	\$5,628	YP110G-1B; PART OF WEST WILLOW UNIT NUMBER 8, AS RECORDED IN LIBER 13, PAGE 31, COM AT NW COR OF SEC 14, TH S 00-11-20 W 210.00 FT ALONG W LINE OF SAID SEC; TH ALONG S LINE OF L-94, S 81-46-15 E 448.41 FT; TH S 00-11-20 W 66.65 FT TO PL OF BEG; TH S 00-11-20 W 198.48 FT TO THE SE COR OF SAID SUBDIVISION; TH S 70-11-20 W 34.66 FT ALONG THE N LINE OF SHARE ST.; TH SWLY ALONG ARC CONCAVE TO THE NORTH, 151.49 FT, THAT HAS A RADIUS OF 434 FT AND A 150.72 FT CHORD THAT BEARS S 80-11-20 W; TH N 89-48-40 W 110.00 FT; TH N 00-11-20 E 277.68 FT; TH S 81-46-15 E 295.74 FT TO THE PL OF BEG, CONSISTING OF PART OF LOT 562, ALL OF LOTS 563 THROUGH LOT 570, WEST WILLOW UNIT 8, CONTAINING 1.66 ACRES, T3S-R7E. (LIBER 2165 PAGE 264-266) (CORRECTED 09/15/99)
K-11-14-262-137	1632 Wingate Blvd Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/16/2013	\$32,200	\$3,765	YP#157-137 BLDG 35 APT 137 WINGATE PARK CONDOMINIUM.
K-11-14-280-015	1415 Andrea St Ypsilanti, MI 48198 Charter Twp of Ypsilanti	7/16/2013	\$46,000	\$8,224	YP#148-31 LOT 31 WILLOW HEIGHTS.
K-11-14-401-024	Mccartney Ave Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/16/2013	\$10,400	\$2,033	PART OF LOTS 968-973 OF WATSONIA PARK SUBDIVISION, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MI, RECORDED IN LIBER 6 OF PLATS, PAGES 38 AND 34, WASH COUNTY RECORDS, WHICH LIES SWLY OF A LINE 125 FT SWLY OF AND PARALLEL TO A LINE DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF SEC 14, S 01°11'50" E, 1512 FT FROM THE E 1/4 COR OF SEC 14; TH N 45°18'20" W A DISTANCE OF 200 FT TO A POINT OF ENDING, CONT 5500 SQ FT +/- (L-4168 P-452 SEPTEMBER 20, 2002, RECORDED OCTOBER 03, 2002) FORMERLY DESCRIBED IN PARCEL K-11-14-401-014
K-11-18-220-021	3000 Roundtree Blvd Ypsilanti, MI 48197 Charter Twp of Ypsilanti	8/9/2013	\$54,000	\$12,087	YP#-21 BLDG 4 UNIT 21 ROUNDTREE OAKS CONDOMINIUMS.
K-11-21-180-005	Hubbard St Ypsilanti, MI 48197 Charter Twp of Ypsilanti	8/23/2013	\$10,400	\$1,425	YP# 46-113 LOTS 122 & 123 CADILLAC HEIGHTS SUBDIVISION.
K-11-24-105-005	3277 Morris Ave Ypsilanti, MI 48198 Charter Twp of Ypsilanti	7/16/2013	\$11,000	\$1,902	YP# 155-106 LOT 106 GROVE PARK HOMES.
K-11-24-105-010	3257 Morris Ave Ypsilanti, MI 48198 Charter Twp of Ypsilanti	7/16/2013	\$11,000	\$2,489	YP# 155-111 LOT 111 GROVE PARK HOMES.

** Per Michigan Constitution, assessed value shall not exceed 50% of true cash value (Article 9, Section 3).

*** includes all delinquent taxes, interest, penalties, fees, costs, and expenses.



<http://www.auction.com/washtenaw>

List of Tax Foreclosed Properties

Auction 2013

Washtenaw County, Michigan

Please Note: The Treasurer has the right to withdraw any property on this list prior to the auction. Please contact the office for up to date information.

All bidding is done online. Please read the terms and conditions before bidding.

All attempts were made for accuracy and proof-reading. Please report any errors you may find to taxes@ewashtenaw.org

Catherine McClary, CPFO
Washtenaw County Treasurer

Phone: 734-222-6600
Fax: 734-222-6632
Email: taxes@ewashtenaw.org

Parcel Identification Number	Address and Municipality	Auction Date	2012 Assessed Value x 2**	Minimum Bid***	Legal Description
K-11-24-105-014	3241 Morris Ave Ypsilanti, MI 48198 Charter Twp of Ypsilanti	7/26/2013	\$9,800	\$2,565	YP# 155-115 LOT 115 GROVE PARK HOMES.
K-11-24-106-002	3183 Morris Ave Ypsilanti, MI 48198 Charter Twp of Ypsilanti	7/26/2013	\$6,200	\$2,358	YP# 155-122 LOT 122 GROVE PARK HOMES.
K-11-24-108-004	2112 Margery St Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/2/2013	\$5,600	\$3,016	YP# 155-23 LOT 23 GROVE PARK HOMES. PROP ADD: 2112 MARGERY
K-11-24-109-006	2125 Margery St Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/2/2013	\$6,200	\$2,345	YP# 155-39 LOT 39 GROVE PARK HOMES
K-11-24-110-010	2138 Nancy St Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/9/2013	\$11,000	\$3,094	YP# 155-53 LOT 53 GROVE PARK HOMES.
K-11-24-110-014	2146 Nancy St Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/16/2013	\$11,000	\$2,230	YP# 155-49 LOT 49 GROVE PARK HOMES
K-11-24-111-011	2133 Nancy St Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/23/2013	\$9,800	\$3,138	YP# 155-91 LOT 91 GROVE PARK HOMES. 2133 NANCY
K-11-24-136-031	2155 Moeller Ave Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/16/2013	\$58,400	\$7,810	LOT 780 - 781 HURON DAM SUBDIVISION.
K-11-24-181-010	3171 Grove Rd Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/23/2013	\$9,800	\$2,843	YP# 155-72 LOT 72 GROVE PARK HOMES.
K-11-24-405-003	Huron St Ypsilanti, MI 48198 Charter Twp of Ypsilanti	8/2/2013	\$1,600	\$1,035	YP# 96-5A: LOT 5, EXCEPT THE E 50 FT THEREOF SUPERVISOR'S PLAT NO. 2.
K-11-40-356-018	S Wallace Blvd Ypsilanti, MI 48197 Charter Twp of Ypsilanti	7/26/2013	\$17,600	\$2,199	YP#91-97 LOT 96 STEVEN'S RECREATION PARK SUB.

** Per Michigan Constitution, assessed value shall not exceed 50% of true cash value (Article 9, Section 3).

*** Includes all delinquent taxes, interest, penalties, fees, costs, and expenses.

Exhibit 2

STATE OF MICHIGAN
COURT OF APPEALS

CITY OF BAY CITY,

Plaintiff/Counterdefendant-
Appellant,

v

BAY COUNTY TREASURER,

Defendant/Counterplaintiff-
Appellee.

FOR PUBLICATION

April 5, 2011

9:05 a.m.

No. 294556

Bay Circuit Court

LC No. 08-003598-CZ

Advance Sheets Version

Before: FORT HOOD, P.J., and BORRELLO and STEPHENS, JJ.

BORRELLO, J.

Plaintiff appeals as of right the trial court's order denying its claim to declaratory and mandamus relief following a bench trial. For the reasons set forth in this opinion, we reverse.

I. FACTS

The relevant facts are largely undisputed. Under the current statutory tax-foreclosure scheme, the state of Michigan has a right of first refusal to purchase any tax-foreclosed properties in the state. MCL 211.78m(1). If the state declines to purchase a property, the city, village, or township within whose limits the property is located may purchase it "for a public purpose." *Id.* The price of purchase (referred to as the "minimum bid") is set at what the minimum bid would be if the property were being auctioned off, which is determined by adding all taxes, interest, and fees owed on the property, so that the foreclosing governmental unit (FGU) breaks even on the property. MCL 211.78m(11). Before 1999, the state administered the tax-foreclosure scheme in every Michigan county. In 1999, the Legislature passed Public Act 123, which allowed counties to "opt-in" and replace the state as the FGU, administering foreclosures within their jurisdictions. MCL 211.78(3), as amended by 1999 PA 123. On December 14, 2004, Bay County elected to name its treasurer, defendant, as its FGU.

Starting in 2005, defendant, as the FGU, began foreclosing on properties, but plaintiff did not seek to purchase any foreclosed properties until 2008. In 2008, defendant foreclosed on 16 parcels within plaintiff's limits. Plaintiff informed defendant that it wished to purchase four of the parcels and forwarded a check to defendant in the amount of the total of the minimum bids for the four parcels. Defendant determined that he was not obligated to sell the parcels to plaintiff unless he was satisfied that plaintiff would be returning the property to a position in

which the property would generate tax revenue. Following defendant's determination, officials of plaintiff and Bay County met to discuss the issue and come to an understanding, but they were not able to reach an agreement. On August 22, 2009, plaintiff filed this action against defendant for declaratory and mandamus relief. Plaintiff sought a declaration that its stated public purpose for the parcels was valid and a writ of mandamus directing defendant to transfer title to the parcels.

The properties sought by plaintiff were located at 105 West Thomas, 1216 Park Avenue, 606 Wilson, and 1906 Broadway. In its complaint, plaintiff stated its public purpose was "to reduce the number of vacant tax reverted properties within [plaintiff]'s limits thereby minimizing the real and present dangers they present and to remove certain blighted conditions present on the subject properties" and that, through redevelopment of the properties, plaintiff "will ensure a healthy and growing tax base."

Both parties moved for summary disposition, with plaintiff arguing that there were only two conditions placed on the conveyance of property: that plaintiff tenders the purchase price to the FGU and that plaintiff has a public purpose for the property. Plaintiff argued it was undisputed that both of these requirements were fulfilled; hence, defendant had a clear legal duty to convey the properties, and plaintiff had a clear legal right to the performance of that duty. Defendant argued he had a statutory duty "to confirm that the municipality wants the requested property for a public purpose and that the municipality will be able to accomplish that purpose efficiently and expeditiously." He asserted that plaintiff had no public purpose for the Park Avenue, Broadway, and West Thomas properties, and that plaintiff would not be able to achieve its public purpose for the Wilson property efficiently and expeditiously. The trial court denied both parties' motions, and the case went to a bench trial.

At trial, defendant testified that it was unclear that plaintiff had a public purpose for the properties. Stephen Black, plaintiff's Deputy City Manager of Community Development, testified that plaintiff sought to acquire the Broadway property in order to tear down the building thereon and use the land as a parking lot for the adjacent property, which the city already owned. The Park Avenue property, according to Black, presented health and safety issues because it was "severely impacted by cat urine." Black said that foreclosure of the West Thomas property presented an opportunity to eliminate a multi-family home, noting that multi-family homes generate complaints in single-family areas. The city planned to either demolish the home or redevelop it. Defendant testified that the West Thomas property was a single-family, not a multi-family, dwelling. As for the Wilson property, Black testified it was a vacant lot that the city was considering conveying to Habitat for Humanity for it to build a new home.

The trial court found for defendant with respect to the Wilson and Broadway parcels, and for plaintiff with respect to the Park Avenue and West Thomas parcels. The parties agreed that, pending appeal, defendant would not "auction, sell, or otherwise dispose of" the Park Avenue, West Thomas, and Wilson properties and that it would not convey the Park Avenue and West Thomas properties to plaintiff. Plaintiff agreed not to seek the Broadway property.

Because defendant did not appeal the decision with respect to the Park Avenue and West Thomas properties, and because plaintiff agreed not to pursue its claim to the Broadway property, the only property at issue in this appeal is the Wilson property.

II. MOOTNESS

Defendant argues on appeal that this claim is moot because he has offered to settle the suit by conveying the Wilson property to plaintiff. According to defendant, this removes any case or controversy between the parties. Defendant also argues that this does not fall into the mootness exception “carved out for those situations where . . . the issue is of public significance and likely to recur while also likely to evade judicial review.” Defendant argues that it is speculative whether plaintiff will seek to purchase tax-foreclosed property from defendant again and that even if it does, it is only speculative that defendant will refuse to convey the property, and that even if both of these things occur, there will be opportunity for judicial review of the issue at that time.

Plaintiff denies the assertion that there is no case or controversy between the parties. Plaintiff argues that an offer to settle does not render a case moot unless the offer is accepted, and plaintiff has not accepted defendant’s offer to convey the property in question. Plaintiff also notes that defendant has not conceded the legal points at issue in this case. Regarding the mootness exception for cases involving issues of public significance that recur but are likely to evade judicial review, plaintiff points out that, although it did not purchase any tax-foreclosed properties in 2009, it has regularly purchased tax-foreclosed properties in the past and certainly will do so in the future. And plaintiff argues that, if defendant’s settlement offer renders the issue moot, there is a possibility that the issue will evade judicial review because defendant could simply convey the property every time plaintiff challenges its refusal to do so.

In *MGM Grand Detroit, LLC v Community Coalition for Empowerment, Inc*, 465 Mich 303; 633 NW2d 357 (2001), the Detroit City Council passed an ordinance allowing the plaintiff to use a specified site to build a casino. *Id.* at 311-312 (CAVANAGH, J., dissenting). The defendant conducted a petition drive in an attempt to refer the ordinance, but the city clerk denied the petition on the ground that the ordinance was exempt from referendum. *Id.* at 312. The plaintiff sought a declaratory judgment that the ordinance was in fact exempt from referendum. *Id.* After the trial court granted the plaintiff’s motion for summary disposition, the plaintiff went ahead with its casino construction, although the defendant had filed a claim of appeal with this Court. *Id.* at 312-313. Our Supreme Court addressed the issue of mootness in light of these developments. Justice CAVANAGH’s dissent, which Justice KELLY joined, concluded that the defendant could not have the relief it sought, because even if the referendum were allowed and the ordinance defeated, the casino would remain as an allowed, prior nonconforming use of the land. *Id.* at 313-314. The majority rejected this conclusion, holding that “a party can not [sic] obliterate an opponent’s appeal, on the basis of mootness, by so changing the status quo during the appeal . . . that [it] can then argue it is impossible to return to the situation that existed when the appeal was filed.” *Id.* at 307.

This case presents the reverse situation—defendant seeks to render the appeal moot not by making it impossible for plaintiff to have the relief it seeks, but by giving plaintiff that relief. In *Oak Park & River Forest High Sch Dist 200 Bd of Ed v Ill State Bd of Ed*, 79 F3d 654, 659 (CA 7, 1996), the Seventh Circuit of the United States Court of Appeals held that a party’s “strategic choice [not to ‘cut its losses’ by settling] does not make [a] lawsuit moot. A desire for a favorable precedent will not prevent a case from becoming moot, but the fact that such a desire figures in the decision not to abandon or settle a suit does not *make* the suit moot.” (Citations

omitted; emphasis in original.) Relative to the issues presented in this case, we find the reasoning of the Seventh Circuit persuasive. Here, defendant has offered a settlement. We note that a full and complete settlement has yet to be reached and there continues to be, though with an offer of settlement on the table, an ongoing controversy.

Additionally, as plaintiff notes, even if it received the Wilson property, this would only satisfy the mandamus claim. Plaintiff also sought a declaratory judgment that its “stated public purpose is a valid public purpose under the laws of the State of Michigan.” Because defendant will not and cannot give plaintiff such a declaration, there is still a controversy that this Court may decide. Although the nature of the action by which defendant seeks to render this case moot differs from that in *MGM Grand Detroit*, that case did hold that a defendant may not unilaterally render a case moot “by . . . changing the status quo during the appeal.” *MGM Grand Detroit*, 465 Mich at 307. Similarly, the fact that plaintiff has not accepted defendant’s offer to settle the suit by conveying the property to plaintiff because it desires a favorable precedent does not render the case moot. *Oak Park*, 79 F3d at 659. Accordingly, we hold that the issues presented in this case are not rendered moot by defendant’s offer of settlement.

III. PUBLIC PURPOSE UNDER MCL 211.78m(1)

Plaintiff argues that MCL 211.78m requires it to have a public purpose to purchase the Wilson property and that it sought the property to build a new home, which qualifies as economic development and therefore is a public purpose. Plaintiff further contends that defendant refused to convey the property because he did not believe that the public purpose could be accomplished “‘efficiently’ and ‘expeditiously.’” According to plaintiff, the statute only requires a public purpose and not these additional conditions. Conversely, defendant argues that the intent of MCL 211.78m will not be carried out unless properties are purchased by municipalities for a public purpose that can be efficiently and expeditiously carried out. Defendant points out that in other contexts, Michigan courts have interpreted “public purpose” to be more than just a speculative idea or a future possibility and that without a requirement of a detailed plan that can be expeditiously carried out, the “public purpose” requirement is illusory. According to the trial court, plaintiff’s “proposal [regarding the Wilson property] does not promote the prosperity and general welfare of the residents of Bay City” and was “too speculative to constitute a proper public purpose.”

“A trial court’s decision regarding a writ of mandamus is reviewed for an abuse of discretion.” *Casco Twp v Secretary of State*, 472 Mich 566, 571; 701 NW2d 102 (2005). A trial court abuses its discretion when its decision falls outside the range of reasonable and principled outcomes. *Maldonado v Ford Motor Co*, 476 Mich 372, 388; 719 NW2d 809 (2006). However, “whether defendant had a clear legal duty to perform and whether plaintiff had a clear legal right to the performance of that duty . . . are questions of law, which this Court reviews de novo.” *Carter v Ann Arbor City Attorney*, 271 Mich App 425, 438; 722 NW2d 243 (2006). Similarly, this Court reviews de novo the legal question of the interpretation of a statute. *People v Moore*, 470 Mich 56, 61; 679 NW2d 41 (2004); *Robertson v DaimlerChrysler Corp*, 465 Mich 732, 739; 641 NW2d 567 (2002).

In *Tuggle v Dep’t of State Police*, 269 Mich App 657, 668; 712 NW2d 750 (2006), this Court held that mandamus is appropriate where (1) the plaintiff has a clear legal right to

performance of the specific duty sought, (2) the defendant has a clear legal duty to perform, (3) the act is ministerial, and (4) no other legal or equitable remedy exists that might achieve the same result. See also *Lickfeldt v Dep't of Corrections*, 247 Mich App 299, 302; 636 NW2d 272 (2001); *Delly v Bureau of State Lottery*, 183 Mich App 258, 260-261; 454 NW2d 141 (1990).

MCL 211.78m(1) provides, in relevant part:

Not later than the first Tuesday in July, immediately succeeding the entry of judgment under section 78k vesting absolute title to tax delinquent property in the foreclosing governmental unit, this state is granted the right of first refusal to purchase property at the greater of the minimum bid or its fair market value by paying that amount to the foreclosing governmental unit if the foreclosing governmental unit is not this state. If this state elects not to purchase the property under its right of first refusal, a city, village, or township may purchase for a public purpose any property located within that city, village, or township set forth in the judgment and subject to sale under this section by payment to the foreclosing governmental unit of the minimum bid. . . .

At trial, defendant seemingly conceded that plaintiff stated a public purpose for purchasing the Wilson property. On appeal, however, he argues that plaintiff's public purpose was unclear. He claims that plaintiff sought to obtain the properties "in order to minimize a 'real and present danger' and to remove 'blighted conditions on the subject properties.'" But according to the complaint, plaintiff sought the property "to reduce the number of vacant tax reverted properties within Bay City's limits thereby minimizing the real and present dangers they present and to remove certain blighted conditions present on the subject properties." And the resolution passed by plaintiff authorizing it to acquire the properties reads, in relevant part, as follows:

Whereas, the City of Bay City desires to acquire selected tax-reverted properties for the purpose of stimulating private investment through the redevelopment of each property; and

Whereas, by improving and selling the various parcels, these economic development efforts will ensure a healthy and growing tax base

Thus, plaintiff demonstrated a public purpose beyond minimizing dangers and abating blight. Cf. *Kelo v City of New London*, 545 US 469, 484; 125 S Ct 2655; 162 NW2d 439 (2005) (rejecting the argument that economic development does not qualify as a public use in an eminent domain case and stating that "[p]romoting economic development is a traditional and long-accepted function of government").

However, defendant argues that the statutory scheme requires that the identified public purpose be capable of being efficiently and expeditiously carried out. Plaintiff asserts that the trial court's conclusion that plaintiff's plan to construct a new home on the Wilson property was too "speculative to constitute a proper public purpose" essentially incorporates the requirements that a public purpose must be executed efficiently and expeditiously. The terms "efficiently," "expeditiously," and "speculative" are not found in MCL 211.78m(1). The statute clearly and

unambiguously provides that if the “state elects not to purchase the property under its right of first refusal, a city, village, or township may purchase” the property “for a public purpose.” MCL 211.78m(1). If the language in a statute is clear and unambiguous, this Court assumes that the Legislature intended its plain meaning, and the statute must be enforced as written. *Roberts v Mecosta Co Gen Hosp*, 466 Mich 57, 63; 642 NW2d 663 (2002). This Court “may read nothing into an unambiguous statute that is not within the manifest intent of the Legislature as derived from the words of the statute itself.” *Id.* Similarly, this Court should not “judicially legislate by adding language to the statute.” *Empire Iron Mining Partnership v Orhanen*, 455 Mich 410, 421; 565 NW2d 844 (1997). In *Advisory Opinion on Constitutionality of 1976 PA 295, 1976 PA 297*, 401 Mich 686, 696; 259 NW2d 129 (1977), our Supreme Court stated that “the determination of what constitutes a public purpose is primarily the responsibility of the Legislature, and . . . the concept of public purpose has been construed quite broadly in Michigan.” Accordingly, it is not for the courts to read into MCL 211.78m(1) restrictions or conditions on what constitutes a public purpose that are not within the language of the statute itself and that essentially usurp the Legislature’s authority to determine what constitutes a public purpose.

We note that while MCL 211.78m(1) does not contain any language requiring the property to be purchased for a public purpose that can be carried out efficiently and expeditiously, such language is found in MCL 211.78(1):

The legislature finds that there exists in this state a continuing need to strengthen and revitalize the economy of this state and its municipalities by encouraging the efficient and expeditious return to productive use of property returned for delinquent taxes. Therefore, the powers granted in this act relating to the return of property for delinquent taxes constitute the performance by this state or a political subdivision of this state of essential public purposes and functions.

The reference to “efficient and expeditious return to productive use” in this legislative finding is not a constraint on the public purpose identified by a city, village, or township purchasing tax-delinquent property under MCL 211.78m(1). Rather, it is a statement of the purposes of the tax-reversion statutory scheme. Due to the perception of the Legislature that the existing statutory provisions addressing reverted properties were inefficient, the Legislature revamped the General Property Tax Act in 1999 PA 123 in order to effectuate “the efficient and expeditious return to productive use of property returned for delinquent taxes.”¹ This is the

¹ The legislative analysis prepared for 1999 PA 123 states that the then current “tax delinquent property reversion process takes about six years to complete.” House Legislative Analysis, HB 4489, July 23, 1999, p 1. In order to address this delay in returning tax-delinquent property to tax-current status, while still honoring the rights of property owners, the legislation revamping the tax-reversion process was proposed. *Id.*, p 2. While the use of legislative analysis has been criticized as being unpersuasive in terms of statutory construction, such analyses do have probative value in certain circumstances, see, e.g., *Kinder Morgan Michigan, LLC v City of Jackson*, 277 Mich App 159, 170; 744 NW2d 184 (2007), and continue to be cited in cases

public purpose of the GPTA, not the public purpose of a city, village, or township purchasing tax-delinquent property.²

It is not the prerogative of this Court to “judicially legislate by adding language to [a] statute.” *Empire Iron*, 455 Mich at 421. In this case, the trial court essentially imposed a constraint on what constitutes a public purpose that is not found within the language of MCL 211.78m(1). Plaintiff’s stated purpose was to improve and sell the property. Whether it could do so efficiently and expeditiously was relevant to plaintiff’s ability to carry out its purpose, but was not relevant to the question whether plaintiff was purchasing the property “for a public purpose” as required by MCL 211.78m(1).

We hold that the trial court erred in finding for defendant with respect to the Wilson property by adding conditions on a “public purpose” that are not found within the clear and unambiguous language of MCL 211.78m(1). Given the evidence presented, including defendant’s admission at trial that plaintiff had stated a public purpose, there was no basis for the trial court to find in favor of defendant regarding the Wilson property. Because the trial court added language to the statute to arrive at its conclusions, it abused its discretion in denying mandamus relief to plaintiff.

IV. COUNTY TREASURER’S AUTHORITY TO MAKE AN INDEPENDENT ASSESSMENT OF PUBLIC PURPOSE UNDER MCL 211.78m(1)

Plaintiff argues that MCL 211.78m(1) gives no authority to defendant to question plaintiff’s determination of public purpose. According to plaintiff, such a determination is traditionally considered a legislative function, and is thus properly left to plaintiff, as a legislative body. Plaintiff contends that unless the statute says otherwise, the power to review plaintiff’s decision lies in the courts, the body that traditionally reviews actions for their consistency with the laws. Finally, plaintiff argues that the proper course of action would be for defendant to obey the statute’s command that it sell the property to plaintiff. If it later becomes evident that plaintiff does not have a public purpose for the property, a party with standing could bring suit to challenge the purchase of the property.

Conversely, defendant argues that it does not usurp the function of the courts for an FGU to review a municipality’s determination of public purpose. Defendant contends that if the courts can review the FGU’s determination, judicial review is still possible. Additionally, defendant argues that he is in the best position to determine which properties to allow municipalities to purchase at the minimum bid and which properties to put to public auction to best manage and maintain the integrity of the delinquent tax revolving fund.

involving statutory interpretation, see, e.g., *Bush v Shabahang*, 484 Mich 156, 174 n 29; 772 NW2d 272 (2009).

² In some ways, this is an example of the classic fallacy of equivocation. The term “public purpose” is being used in two different, albeit related, ways in MCL 211.78(1) and MCL 211.78m(1).

As noted above, MCL 211.78m(1) requires property purchased by a municipality under the statute to be purchased “for a public purpose.” The statute does not, however, specify who makes the determination whether a purpose constitutes a public purpose, nor does it specify what body, if any, may review that determination.

Although defendant claims that the statute empowers him to review plaintiff’s determination of public purpose, he makes no argument in support of this assertion. His argument, instead, is that it will benefit the entire county if he is allowed to decide which properties are sold to municipalities and which go to auction. But this argument does not relate to the question of public purpose—instead, defendant’s argument is that he should have general discretion to sell or not sell properties to municipalities on the basis of what most benefits the county.

Plaintiff argues that its council is the proper body to determine whether there is a public purpose, because it consists of “the elected representatives of the people.” *Horton v Kalamazoo*, 81 Mich App 78, 81; 264 NW2d 128 (1978), quoting *Gregory Marina, Inc v Detroit*, 378 Mich 364, 394; 144 NW2d 503 (1966) (T. M. KAVANAGH, C.J.). Defendant points out that he is also an elected representative, elected by a larger constituency than plaintiff’s council.

More to the point, however, is plaintiff’s separation of powers argument. As noted previously in this opinion, our Supreme Court has stated that “the determination of what constitutes a public purpose is primarily the responsibility of the Legislature.” *1976 PA 295*, 401 Mich at 696; accord *Gregory Marina, Inc*, 378 Mich at 394-395 (T. M. KAVANAGH, C.J.) (noting that determination of public purpose is a legislative, not a judicial, question); *Advisory Opinion on Constitutionality of 1986 PA 281*, 430 Mich 93, 129-130; 422 NW2d 186 (1988) (stating that Michigan has “recognized a liberal version of the public purpose doctrine”). The determination of public purpose is an essentially legislative function, see MCL 211.78, and plaintiff’s council is a legislative body. The review of an action of the Legislature for compliance with the law is an essentially judicial function. The language of the portion of the statute at issue contemplates no discretionary or decision-making role for any executive body. Indeed, the FGU’s role in a city’s purchase of property is essentially administrative, as well as mandatory: “If property is purchased by a city, village, township, or county under this subsection, the [FGU] shall convey the property to the purchasing city, village, township, or county within 30 days.” MCL 211.78m(1) (emphasis added). The statute’s use of the word “shall” indicates a mandatory act, not a permissive one. *People v Francisco*, 474 Mich 82, 87; 711 NW2d 44 (2006).

In keeping with precedent, we hold that the determination of a proper purpose for the purchase of tax-delinquent property is a legislative function, vesting such determinations as arose in this case with plaintiff’s council. Furthermore, because MCL 211.78m(1) creates a mandatory legal duty on defendant’s part to sell the property to plaintiff, granting him no discretion to decide not to sell such property, the statute does not empower a county treasurer such as defendant to make an independent determination as to a municipality’s professed “public purpose.” Pursuant to MCL 211.78m, the selling of property is a mandatory act by defendant, not a discretionary one. For these reasons, the trial court erred to the extent it implicitly held that defendant had a right to review plaintiff’s determination of public purpose, and it abused its discretion by denying plaintiff mandamus relief.

Reversed and remanded. No costs are awarded to either party, a public question being involved. MCR 7.216(A)(7) and MCR 7.219(A).

/s/ Stephen L. Borrello
/s/ Karen M. Fort Hood
/s/ Cynthia Diane Stephens



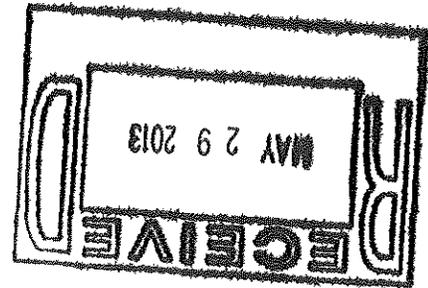
OFFICE OF COUNTY TREASURER

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ANN ARBOR, MI 48107-8645 PHONE: (734) 222-6600 FAX: (734) 222-6632
taxes@ewashtenaw.org

CATHERINE McCLARY, CPFO
TREASURER

May 2013

City, Township, or Village Clerk
Washtenaw County



Dear Clerk:

This letter serves as your notice of the parcels that I foreclosed upon in Circuit Court in my capacity as the Foreclosing Governmental Unit under the authority of the General Property Tax Act. These foreclosures were made for delinquent real property taxes.

A public auction of these properties is scheduled. Minimum bids have been established and include all delinquent taxes, fees, penalties, and interest plus any costs related to holding the auction. Attached is a list of parcels that have been foreclosed on and may be acquired by your municipality for public use before the public auction for the indicated minimum bid.

The General Property Tax Act establishes a procedure for the State and for local municipalities to purchase foreclosed property prior to public auction. **The purchase must be for a governmental use and to carry out a public purpose exempt from taxation.** The law establishes the following order of preference:

- a) The State of Michigan has first right of refusal and *must pay the higher of the minimum bid or the market value of the property.*
- b) The City, Village, or Township (in that order) in which the property is located can purchase the property if the State declines and *must pay the minimum bid.*
- c) The County may purchase the property if the City, Village, or Township declines and *must pay the minimum bid.*

If the City, Village, Township, or County purchases a property under this process and later sells the property for more than the purchase price, plus the cost of any improvements, the excess proceeds are due back to the Treasurer to replenish the tax foreclosure fund.

Please let me know as soon as possible if you have any questions about the process for acquiring this parcel or any general questions about foreclosures or charge-backs.

Sincerely,

Catherine McClary

cc: City, Township, or Village Treasurer

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

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WM. DOUGLAS WINTERS
ANGELA B. KING

FAX (734) 481-8909
[E-MAIL: mcwinlaw@gmail.com](mailto:mcwinlaw@gmail.com)

June 11, 2013

Rob Nissly
Housing Director
Habitat for Humanity of Huron Valley

rob@h4h.org

James H. Jackson
P.O. Box 1242
Ann Arbor, MI 48106

jim@jhjlaw.com

- RE: 1. Receipt of Housing Director Rob Nissly's Correspondence Dated June 7, 2013 Addressed to Ypsilanti Township Supervisor Brenda L. Stumbo Confirming Habitat's Intent to Purchase from the Township all of the Properties Previously Identified by Habitat That are Scheduled to be Auctioned by Washtenaw County Treasurer After July 1, 2013 Assuming the Same are Acquired per the Township's Exercise of its "First Right of Refusal"**
- 2. Reaffirmation that the Purchase of the Properties Listed in the June 7, 2013 Correspondence will Contain the Same Contractual Provisions Regarding Indemnification and Hold Harmless as Set Forth in a Previous Agreement Between the Parties (See May 20, 2013 Sales Contract Regarding 1091 Rambling Road)**

Gentlemen:

Please be advised that our office is starting to receive from Devon Title Agency the title documents previously ordered as it pertains to the additional ten properties that Habitat for Humanity has identified as being ones they wish to purchase from the Township, assuming of course the Township is successful in acquiring those properties from Washtenaw County Treasurer Catherine McClary at the upcoming tax auction pursuant to the Township's exercise of its "**First Right of Refusal**".

Nissly/Jackson
Re: Properties Auction
June 11, 2013
Page Two

Those title documents are currently being assembled and will be sent to your offices for review as soon as possible.

That being said, I did receive from the Township a copy of Housing Director Rob Nissly's letter dated **June 7, 2013** again setting forth the additional ten properties that Habitat would like to purchase from the Township along with the agreement to pay "... **a reasonable fee of approximately \$750/parcel for administrative costs**". This proposal is in keeping with my previous telephone conversations with Director Nissly.

However, in order to ensure all of us are proceeding on the same wavelength, the final Sales Contract between Habitat and the Township for the parcels we hope to acquire from the County Treasurer will need to contain the same **Hold Harmless** and **Indemnification** language as set forth in the **May 20, 2013** Contract for the acquisition/purchase of 1091 Rambling Road. I have attached for your convenience, a copy of the executed Sales Contract for Rambling Road and would direct your attention to Paragraphs 1 and 2. These paragraphs will need to be included in the anticipated Contract for the additional ten properties as well as in the Quit-Claim Deeds.

I believe all of us recognize the importance and magnitude of this undertaking (which is certainly a first for the Township) and hopefully this partnership and collaboration between the parties will become a template that can be used by Habitat in other municipalities.

If after review of this correspondence and attachment you have any questions or I can be of further assistance, please contact me.

Very truly yours,



Wm. Douglas Winters
Ypsilanti Township Attorney

/mek
Attachment



June 7, 2013

Ms. Brenda Stumbo

Township Supervisor, Charter Township of Ypsilanti

7200 S. Huron River Drive

Ypsilanti, Michigan 48197

Dear Brenda:

This letter confirms Habitat for Humanity of Huron Valley's intention to purchase the following ten parcels from the Township after they have been acquired from the County Treasurer:

- Location No. 1: S. Wallace Blvd. (Vacant Lot) -K-11-40-356-018
- Location No. 2: Share Ave. (Vacant Lot) - K-11-14-240-002
- Location No. 3: 570 Greenlawn Street - K-11-11-363-013
- Location No. 4: 1370 Parkwood Avenue - K-11-10-407-004
- Location No. 5: 910 Auburndale Avenue - K-11-10-385-009
- Location No. 6: Northlawn Avenue (Vacant Lot) - K-11-06-301-140
- Location No. 7: 1231 Rambling Road (Vacant Lot) - K-11-03-162-002
- Location No. 8: 966 N. Prospect Road - K-11-03-261-005
- Location No. 9: 1133 Davis Street - K-11-10-435-015
- Location No. 10: 550 Glenwood Avenue - K-11-10-467-034

Habitat agrees to pay that the Township the price paid to the County Treasurer plus a reasonable fee of approximately \$750/parcel for administrative costs. Habitat will close on the purchases as soon as practical.

We truly value our partnership and look forward to continuing to help strengthen the Township with more home ownership opportunities.

Regards,

A handwritten signature in black ink, appearing to read "Rob Nissly".

Rob Nissly, Housing Director

CHARTER TOWNSHIP OF YPSILANTI

To: Board of Trustees

From: Mike Radzik
Office of Community Standards

Re: Request to authorize and sign agreements with the Washtenaw County Road Commission for the installation of traffic calming devices on: Hawthorne Ave in the amount of \$39,709; Northlawn Ave in the amount of \$18,860; and Big Pine Dr in the amount of \$48,300. All projects are budgeted in General Fund account 101-446.000-818.022.

Date: June 13, 2013

Copy To: Javonna Neel, Accounting Director
Doug Winters, Attorney

Three residents have successfully completed the petition process for the installation of traffic calming devices known as speed humps in their respective neighborhoods. Petition forms were submitted to the road commission and signatures were verified as being consistent with property ownership records maintained by the township assessor's office.

Pursuant to the Washtenaw County Road Commission's Neighborhood Traffic Management Program Policy and Procedure, the township is responsible for the cost of installation. The road commission has submitted proposed agreements to fund the installation of these devices based upon engineering estimates as follows:

Big Pine Dr between Huron River and Textile

- 9 speed humps, signage and pavement markings
- \$48,300
- 77% approval (55/71 affected properties)

Hawthorne Ave between Ecorse and Glenwood

- 7 speed humps & signage and pavement markings
- \$39,709
- 77% approval (55/71 affected properties)

Northlawn Ave between Dexter and Brookside

- 3 speed humps & signage and pavement markings
- \$18,860
- 81% approval (17/21 affected properties)

I have enclosed copies of the engineering estimates and proposed location layouts for each project. Funding for these projects is budgeted in the General Fund Highways & Streets Fund in account 101-446.000-818.022.

Copies of the proposed agreements have been forwarded to legal counsel for review in anticipation of Board consideration. Please contact me with any questions or concerns. Thank you for your continued support of traffic calming efforts in our neighborhoods.

HAWTHORNE AVENUE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2013 between the Township Board of the Charter Township of Ypsilanti, Washtenaw County and the Board of Washtenaw County Road Commissioners.

WHEREAS, the Charter Township of Ypsilanti desires to install a total of seven (7) speed humps on Hawthorne Avenue between Ecorse Road and Glenwood Avenue.

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

THEREFORE, BE IT AGREED that the Washtenaw County Board of Road Commissioners will install these speed humps at an estimated cost of \$39,709.00 and bill the Charter Township of Ypsilanti following completion of the installation.

IT IS FURTHER UNDERSTOOD that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission’s coverage for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverage to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

FOR YPSILANTI TOWNSHIP:

_____ Witness
Brenda L. Stumbo, Supervisor

_____ Witness
Karen Lovejoy Roe, Clerk

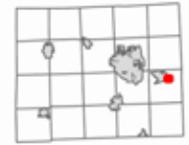
FOR WASHTENAW COUNTY ROAD COMMISSION:

_____ Witness
Douglas E. Fuller, Chair

_____ Witness
Roy D. Townsend, Managing Director



Proposed locations for speed humps on Hawthorne Avenue



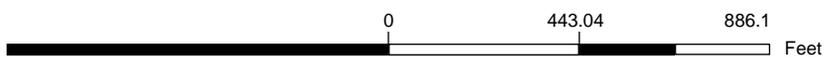
Legend

- Police Stations
- Fire Stations
- County Buildings
- Local Unit Offices
- Right of Way
- Quarter Sections
- Parcels
- Schools
- XClose_OneWayDec
 - 1
 - 2
- XClose_Roads
 - All Other Roads
 - Unknown
 - Alley/Driveway, 0; Al
 - Primary Roads
 - Ramps
 - Highways
- Parks
- Interest

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662.

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

NOTE: Parcels may not be to scale.
7/11/2012



Notes

PRELIMINARY ENGINEER'S ESTIMATE



Project: Speed Hump Installation
 Location: Hawthorne Ave (Ecorse to Glenwood), Ypsilanti Twp.
 Date: 05/29/2013

ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTES
	SPEED HUMP INSTALLATION	7	EA	\$3,650.00	\$25,550.00	<i>Contractor Install</i>
	PVMT MKGS INSTALLATION	7	EA	\$450.00	\$3,150.00	<i>Contractor Install</i>
	TRAFFIC SIGNS	16	EA	\$310.00	\$4,960.00	<i>WCRC Install</i>
				SUBTOTAL	\$33,660.00	
				CE/INCID 15%	\$5,049.00	<i>Eng./Inspect. Costs</i>
				CONST EST	\$38,709.00	
	TRAFFIC CONTROL		LS		\$1,000.00	<i>Contractor Cost</i>
PROJECT TOTAL:					\$39,709.00	

NORTHLAWN AVENUE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2013 between the Township Board of the Charter Township of Ypsilanti, Washtenaw County and the Board of Washtenaw County Road Commissioners.

WHEREAS, the Charter Township of Ypsilanti desires to install a total of three (3) speed humps on Northlawn Avenue between Brookside Road and Dexter Avenue.

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

THEREFORE, BE IT AGREED that the Washtenaw County Board of Road Commissioners will install these speed humps at an estimated cost of \$18,859.50 and bill the Charter Township of Ypsilanti following completion of the installation.

IT IS FURTHER UNDERSTOOD that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission’s coverage for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverage to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

FOR YPSILANTI TOWNSHIP:

_____ Witness
Brenda L. Stumbo, Supervisor

_____ Witness
Karen Lovejoy Roe, Clerk

FOR WASHTENAW COUNTY ROAD COMMISSION:

_____ Witness
Douglas E. Fuller, Chair

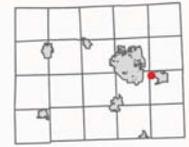
_____ Witness
Roy D. Townsend, Managing Director



Proposed Locations for Speed Humps



21 affected properties, 16 signatures required for 75% approval



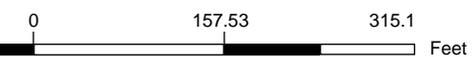
Legend

- Police Stations
- Fire Stations
- County Buildings
- Local Unit Offices
- Right of Way
- Quarter Sections
- Parcels
- Schools
- XClose_OneWayDec
 - 1
 - 2
- XClose_Roads
 - All Other Roads
 - Unknown
 - Alley/Driveway, 0; A
 - Primary Roads
 - Ramps
 - Highways
- Parks
- Interest

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662.

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NOTE: Parcels may not be to scale.
5/1/2013



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Notes

PRELIMINARY ENGINEER'S ESTIMATE



Project: Speed Hump Installation
 Location: Northlawn Ave, Ypsilanti Twp
 Date: 05/21/2013

ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTES
	SPEED HUMP INSTALLATION	3	EA	\$3,850.00	\$11,550.00	<i>Contractor Install</i>
	PVMT MKGS INSTALLATION	3	EA	\$500.00	\$1,500.00	<i>Contractor Install</i>
	TRAFFIC SIGNS	8	EA	\$310.00	\$2,480.00	<i>WCRC Install</i>
				SUBTOTAL	\$15,530.00	
				CE/INCID 15%	\$2,329.50	<i>Eng./Inspect. Costs</i>
				CONST EST	\$17,859.50	
	TRAFFIC CONTROL		LS		\$1,000.00	<i>Contractor Cost</i>
PROJECT TOTAL:					\$18,859.50	

BIG PINE DRIVE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2013 between the Township Board of the Charter Township of Ypsilanti, Washtenaw County and the Board of Washtenaw County Road Commissioners.

WHEREAS, the Charter Township of Ypsilanti desires to install a total of nine (9) speed humps on Big Pine Drive between Huron River Drive and Textile Road.

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

THEREFORE, BE IT AGREED that the Washtenaw County Board of Road Commissioners will install these speed humps at an estimated cost of \$48,299.50 and bill the Charter Township of Ypsilanti following completion of the installation.

IT IS FURTHER UNDERSTOOD that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission’s coverage for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverage to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

FOR YPSILANTI TOWNSHIP:

_____ Witness
Brenda L. Stumbo, Supervisor

_____ Witness
Karen Lovejoy Roe, Clerk

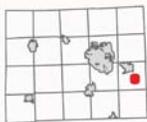
FOR WASHTENAW COUNTY ROAD COMMISSION:

_____ Witness
Douglas E. Fuller, Chair

_____ Witness
Roy D. Townsend, Managing Director



Proposed locations for speed humps



1: 6,077

7/27/2012



NOTE: Parcels may not be to scale.

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662.

PRELIMINARY ENGINEER'S ESTIMATE



Project: Speed Hump Installation
 Location: Big Pine Drive
 Date: 10/22/2012

ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTES
	SPEED HUMP INSTALLATION	9	EA	\$3,500.00	\$31,500.00	<i>Contractor Install</i>
	PVMT MKGS INSTALLATION	9	EA	\$450.00	\$4,050.00	<i>Contractor Install</i>
	TRAFFIC SIGNS	18	EA	\$310.00	\$5,580.00	<i>WCRC Install</i>
				SUBTOTAL	\$41,130.00	
				CE/INCID 15%	\$6,169.50	<i>Eng./Inspect. Costs</i>
				CONST EST	\$47,299.50	
	TRAFFIC CONTROL		LS		\$1,000.00	<i>Contractor Cost</i>
PROJECT TOTAL:					\$48,299.50	

CHARTER TOWNSHIP OF YPSILANTI

To: Board of Trustees

From: Mike Radzik
Office of Community Standards

Re: Request to authorize and sign animal control enforcement contribution contract agreement with Washtenaw County in the amount of \$30,000 budgeted in the Law Enforcement Fund account 266-301.000-831.012

Date: June 17, 2013

Copy To: Javonna Neel, Accounting Director
Doug Winters, Attorney

In 2012, the Washtenaw County Task Force on Animal Control Policy was formed by the Board of Commissioners which, among other functions, empowered the Office of the Sheriff to develop a cost model for animal control services. Supervisor Brenda Stumbo and I were appointed as members of an independent Animal Control Group formed by the Sheriff's Office to examine costs associated with animal control services provided by the Humane Society of Huron Valley and the Sheriff's Office. The Animal Control Group reported to the Task Force, which ultimately set policy and crafted a new cost methodology and service agreement between the county and the humane society.

One of the issues determined by the Animal Control Group was that between 45 and 65 percent of the animals at the Humane Society come from jurisdictions with their own animal control ordinances and dog licensing programs. Ypsilanti Township is one of several jurisdictions that has adopted its own animal control ordinance, and is one of only two jurisdictions in Washtenaw County that administers its own dog licensing program. The Task Force cited state law and an Attorney General opinion that a city, village or township that enacts its own animal control ordinance is responsible for its own enforcement expenses.

In its final report, the Task Force made six recommendations for county policies and practices. One of the recommendations was to develop a cost sharing agreement with local governments that have separate animal control ordinances and/or sell their own dog licenses to offset the extra cost of enforcing those local ordinance requirements. I have attached a copy of the report for reference. Ypsilanti Township is one of five local governments that have been identified by the county for cost sharing agreements.

According to the report, "While the County would bear responsibility for stray dogs in those jurisdictions absent a controlling ordinance, it would also collect licensing fees from pet owners in those communities. The current system, however, drives costs to the County without providing direct revenues to offset them. The Task Force recommends that the County reach out to the communities whose ordinances either exceed the scope of the County animal control

policy or that capture licensing fees, and develop a cost sharing agreement with those local governments to offset increases driven by local ordinance requirements.”

On October 4, 2012 county administration provided data in an effort to try to determine the cost of enforcing Ypsilanti Township’s animal control ordinance beyond the county’s statutory responsibilities. The data, which covered the most recent 12-month period at that time, indicated that Ypsilanti Township has about 15% of the county’s population, accounts for about 30% of stray and seized animal intake at the humane society, and uses about 41% of the animal control officers’ time. Those statistical percentages were applied to the estimated cost of the sheriff’s animal control operation to determine a cost sharing spectrum ranging from \$27,557 to \$75,323 (a copy of the data is attached here for reference).

During the FY2013 budget approval process we had not yet received a proposed contract consistent with the data provided, however this issue was discussed by the Board of Trustees with consensus to participate in a cost sharing agreement. In anticipation of reaching an agreement, \$20,000 was budgeted in the Law Enforcement Fund and \$10,000 was budgeted in the General Fund for anticipated expenses related to a variety of animal control services. Earlier this year, the Board approved a separate feral cat program directly with the humane society that was funded from the General Fund account; a final report on the outcome of that program is due in July.

On May 29, 2013, we received a proposed contract agreement in an amount of \$30,000. After reviewing the 2011-12 animal control and shelter intake data, I requested updated data to determine whether it was consistent with the previous information provided. I received a report from the sheriff’s office indicating that animal control officer time spent in Ypsilanti Township for the period June 1, 2012 through May 31, 2013 is consistent with previous data (40%); and intake of stray/seized dogs from Ypsilanti Township at the shelter in 2012 was consistent with 2011 data (901).

Based upon a review of the data received, I believe that the proposed contract amount is reasonable to help defray the cost of enforcing the Township’s animal control ordinance and is in the best interest of continued public safety. I have submitted a line item transfer request within the Police Services budget to fully fund the contract using unused funds for utilities and maintenance of newly acquired property at 1501 S. Huron (former MSP post). I respectfully request that the Board of Trustees approve the contract and authorize signatures as indicated.

Thank you for your consideration. Please contact me with questions or concerns.

Attachments: Proposed Animal Control Enforcement Contribution Contract
Washtenaw County Report of Task Force on Animal Control Policy
AG Opinions
Animal Control Services Data Report

CONTRACT

AGREEMENT is made this _____ day of _____, 2013, by YPSILANTI CHARTER TOWNSHIP ("Township"), located at 7200 S. Huron River Drive, Ypsilanti, Michigan 48197 and the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County").

WHEREAS, under Michigan law, the County is responsible for handling stray dogs and other smaller animal-related issues; and

WHEREAS, under Michigan law, other local governmental may choose to enact their own animal control ordinance and keep the fees assessed under that ordinance; and

WHEREAS, the Michigan Attorney General has opined (Opinion#5566, September 24, 1979) that a County is not responsible to pay for the costs associated with the enforcement of a local unit of government's animal control ordinance; and

WHEREAS, the County contracts with the Humane Society of Huron Valley ("HSHV") to provide statutorily required animal control services to the County; and

WHEREAS, the Township maintains its own animal control ordinance; and

WHEREAS, the parties have agreed that the County will continue to contract with HSHV, but that the Township will contribute funds to the County to help off-set those animals handled by HSHV under the Township's animal control ordinance.

NOW THEREFORE, in consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - COMPENSATION

The parties agree that to assist the County in helping to defray its contractual costs to HSHV for providing animal control services throughout the entire County, including those animal service costs generated by the Township's Ordinance, the Township will pay the County an amount not to exceed thirty thousand \$30,000.00 dollars. The Township shall pay these funds in a lump sum to the County immediately upon execution of this Contract.

ARTICLE II - TERM

This contract begins on June 3, 2013 and ends on December 31, 2013.

ARTICLE III - EQUAL EMPLOYMENT OPPORTUNITY

The County will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The County will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The County agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the County, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE IV - EQUAL ACCESS

The County shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE V - ASSIGNS AND SUCCESSORS

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

ARTICLE VI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE VII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the Township and the County, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE VIII - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE IX - EXTENT OF CONTRACT

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

ARTICLE X – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Verna J. McDaniel (DATE)
County Administrator

APPROVED AS TO CONTENT:

YPSILANTI CHARTER TOWNSHIP

By: _____
Department/Division Head (DATE)

By: _____
Brenda L. Stumbo (DATE)
Supervisor

APPROVED AS TO FORM

APPROVED AS TO FORM

BY: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

BY: _____
Doug Winters (DATE)
Township Attorney

H: contract/animalrev

Animal Control Services

Amount of time county ACO's spend in Ypsilanti Twp (last 12 month period - Oct 2011 to Sept 2012)

	Total ACO Hours	Ypsi Twp ACO Hours	Percentage in Ypsi Twp
Herb Schroeder	1,708	828	48%
Laurie McDowell	1,918	649	34%
Totals	3,626	1,477	41%

41% of ACO Costs= \$75,323

Stray & Seized Animal Intake at HSHV (2011)

Countywide 3,056
 Ypsilanti Twp 910
Percentage of Total 30%

30% of ACO Costs= \$55,114

Population (2010 Census)

Washtenaw County 344,791
 Ypsilanti Township 53,362
Percentage of Total 15%

15% of ACO Costs= \$27,557

Land Area

Washtenaw County 722 sq mi
 Ypsilanti Township 32 sq mi
Percentage of Total 4%

Estimated Cost of ACO Staff

Salary/Fringes \$77,263
 Vehicle & Equipment \$14,594
 Annual Total for 2 ACO \$183,857

The following opinion is presented on-line for informational use only and does not replace the official version. (Mich Dept of Attorney General Web Site - www.ag.state.mi.us)

STATE OF MICHIGAN

FRANK J. KELLEY, ATTORNEY GENERAL

Opinion No. 5341

July 31, 1978

COUNTIES:

Operation of a spay and neuter clinic for dogs and cats

DOGS AND CATS:

Operation of a spay and neuter clinic by a county

A county is not authorized to operate a spay and neuter clinic for dogs and cats.

Honorable Richard J. Allen

State Senate

The Capitol

Lansing, Michigan

You have requested my opinion on the following three questions:

- (1) May a county legally operate a spay and neuter clinic for dogs and cats?
- (2) If the answer to the first question is yes, may a county advertise using the words 'low cost' spaying and neutering when these services are in fact available in the private sector for a lower fee than charged by the county?
- (3) If the answer to the first question is yes, may a county legally provide spay and neuter services upon animals belonging to out-of-county residents?

A County is a body corporate as provided in Const 1963, art 7, Sec. 1 and has those powers provided by law, although its powers are to be liberally construed. Const 1963, art 7, Sec. 34.

In Youngblood v Jackson County, 28 Mich App 361; 184 NW2d 290 (1970), the Court of Appeals considered the Dog Law of 1919 of the State of Michigan, 1919 PA 339; MCLA 287.261 et seq; MSA 12.511 et seq., within the context of Const 1963, art 3 Sec. 7, and art 7, Sec. 34. The Court there said:

' . . . The ultimate enforcement of the licensing provisions of the dog law lies with the county, but the authority to kill unlicensed dogs must be exercised with some judgment. An element of that judgment is holding a dog for a period after obtaining it before disposing of it. This requires a place for confinement, namely: a pound. The authority to operate a pound may fairly be implied from the obligation placed on the county by the dog law.' (Citations omitted). Youngblood v Jackson County, 28 Mich App at 365; 184 NW2d at 291-292

The authority in Michigan to control dogs, as noted in Youngblood v Jackson County, supra, is provided by the Dog Law of 1919 of the State of Michigan, supra. The title to the Dog Law of 1919 of the State of Michigan indicates that the purpose of the law is:

' . . . [protecting] livestock and poultry from damage by dogs; providing for the licensing of dogs; regulating the keeping of dogs, and authorizing their destruction in certain cases, . . . imposing powers and duties on certain state, county, city and township officers and employees. . . . '

In keeping with its title, the Dog Law of 1919 of the State of Michigan, supra, provides for protection of the public from damage

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caused by dogs, for the licensing of dogs, for regulation of the keeping of dogs, and for destruction of dogs in certain cases. No provision of the act specifically or impliedly authorizes a county to establish and maintain a spay and neuter clinic and cats are not mentioned in either the title or body of the act. Therefore, this law may not be used as a source of authority by a county to operate a spay and neuter clinic for dogs and cats.

It may also be noted that 1969 PA 287; MCLA 287.331 *et seq*; MSA 12.481(101) *et seq*, is an act to regulate pet shops, dog pounds and animal shelters. Section 1(a) of 1969 PA 287, *supra*, defines 'dog pound' as . . . any facility operated by a county, city, village or township to impound and care for animals found in streets or otherwise at large contrary to any ordinance of the county, city, village or township or state law. The same section defines 'animal' as any mammal other than rodents and livestock. Thus, a county is authorized to operate a pound to care for and hold dogs and cats. Again, however, there is nothing in this law, either explicitly or by reasonable implication, which allows a county to operate a neuter service on the animals within its control.

It is therefore my opinion, in response to your first question, that there is no authority for a county to operate a spay and neuter clinic for dogs and cats. This response obviates the necessity of answering questions two and three.

Frank J. Kelley

Attorney General

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STATE OF MICHIGAN

FRANK J. KELLEY, ATTORNEY GENERAL

Opinion No. 6183

September 20, 1983

DOGS:

Recovery for loss or damage to livestock or poultry bitten by dogs within a city

The Dog Law of 1919 makes no provision for a person to file a claim or to recover for loss or damage to livestock or poultry arising from having been bitten by dogs within a city.

Fred R. Hunter, III

Prosecuting Attorney

Allegan County

Room 20

County Building

Allegan, Michigan 49010

You have requested my opinion on the following questions concerning the Dog Law of 1919; 1919 PA 339; MCLA 287.261 et seq; MSA 12.511 et seq, in light of the fact that the Dog Law of 1919, supra, Sec. 6, requires dog owners, including city residents, to license their dogs and pay license fees:

1. May a city assessor act in the stead of a township supervisor in regard to loss or damage to livestock or poultry by dogs which occurs within a city?
2. Are persons authorized to make claims for damage to poultry or livestock if the damage occurs within a city?

When a person sustains loss or damage to livestock or poultry by dogs, the person may make a complaint to the township supervisor or appointed township trustee within the township in which the damage occurred. Upon filing of the complaint, the township supervisor or township trustee is required to make an investigation to determine whether any damage has been sustained and, if so, the amount of the damage. The Dog Law of 1919, supra, Sec. 20.

If such investigation determines that damage has been sustained by the complainant, the supervisor or trustee is required to deliver a report of the examination and all papers related to the case to the county board of commissioners. The Dog Law of 1919, supra, Sec. 21.

The Dog Law of 1919, supra, Sec. 23, provides:

'(1) When the county board of commissioners of the county receives a report of the township supervisor or other person designated by the township board pursuant to section 21, if it appears from the report that a certain amount of damage has been sustained by the claimant, the county board of commissioners shall immediately draw their order on the treasurer of the county in favor of the claimant for the amount of loss or damage which the claimant has sustained, together with all necessary and proper costs incurred. If the claim filed with the board appears from the report filed to be illegal or unjust, the board may make an investigation of the case and make its award accordingly.

'(2) An amount awarded pursuant to this section shall be paid by the county out of its general fund. A payment shall not be

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made for any item which has already been paid by the owner of the dog or dogs doing the injury. If a payment is made by the county for any livestock or poultry bitten by a dog or dogs, the payment shall not exceed the amount allowed by the county board of commissioners.' [Emphasis added.]

The legislative history of the Dog Law of 1919, Sec. 20, supra, indicates that it was amended by 1968 PA 38 to substitute the term 'township supervisor or appointed trustee of the township' for 'justice of the peace' throughout that section. See, OAG, 1979-1980, No 5654, p 620 (February 15, 1980), which discussed the constitutional problem of the justice of the peace as a judicial officer carrying out administrative functions, and concluded that a legislative amendment to section 21 was required if the county board of commissioners is to make payment for the loss or damage. Thereafter, 1980 PA 223 was enacted to amend the Dog Law of 1919, Sec. 21, supra, to substitute 'township supervisor or other person designated by the township board' for 'justice of the peace.'

The Dog Law of 1919, supra, makes reference to both cities and townships. The title to the Dog Law of 1919, supra, states, in part:

'AN ACT relating to dogs and the protection of livestock and poultry from damage by dogs . . . imposing powers and duties on certain state, county, city and township officials and employees, . . .'

The Dog Law of 1919, supra, Sec. 16, states, in part:

'The supervisor of each township and the assessor of every city; . . .'

The Dog Law of 1919, supra, Sec. 19, distinguishes between cities and other areas of the state by stating:

'Any dog that enters any field or enclosure which is owned by or leased by a person producing livestock or poultry, outside of a city, unaccompanied by his owner or his owner's agent, shall constitute a trespass, . . .' [Emphasis added.]

Therefore, it is clear that the Legislature dealt with both cities and townships in the Dog Law of 1919, supra, and chose to treat cities differently from townships. In the event the Legislature determines there is a need to authorize the filing of claims for loss or damages to livestock or poultry where such loss or damage occurs within a city, the Legislature should make an appropriate amendment to the Dog Law of 1919, supra.

It is my opinion, therefore, that the Dog Law of 1919, supra, does not authorize city assessors to act in the stead of township supervisors or appointed township trustees to investigate and report on complaints for loss or damage sustained by claimant for injury to livestock or poultry from having been bitten by a dog within a city. It is my further opinion that the Dog Law of 1919, supra, does not authorize the filing of a claim for loss or damage to livestock or poultry where such loss or damage was sustained within a city.

Frank J. Kelley

Attorney General

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STATE OF MICHIGAN

FRANK J. KELLEY, ATTORNEY GENERAL

Opinion No. 6024

January 12, 1982

COUNTIES:

Killing of dog running at large by county animal officer

DOGS AND CATS:

Killing by county animal control officer

A county animal control officer may not summarily kill a dog because the dog is running at large and unaccompanied by its owner.

Anthony A. Monton

Prosecuting Attorney

Oceana County

Hart, Michigan 49420

You have requested my opinion on the following question:

May a county animal control officer who observes a dog running at large and unaccompanied by its owner or keeper, who has been unsuccessful in determining the owner or keeper of the dog and unable to catch the dog after reasonable efforts, legally kill the dog without a court order?

The Dog Law of 1919, 1919 PA 339; MCLA 287.261 et seq; MSA 12.511 et seq, provides for the licensing and regulation of dogs. Pursuant to that statute the owner of a dog is required to obtain an annual license for the dog by paying the applicable fee. ⁽¹⁾ A dog owner who fails to obtain the requisite license may be prosecuted and suffer imposition of a fine or imprisonment, or both, pursuant to 1919 PA 339, supra, Sec. 26, which provides in pertinent part:

'Any person or police officer, violating or failing or refusing to comply with any of the provisions of this act shall be guilty of a misdemeanor and upon conviction shall pay a fine not less than \$10.00 nor more than \$100.00, or shall be imprisoned in the county jail for not exceeding 3 months, or both such fine and imprisonment. . . .'

See OAG, 1952-1954, No 1761, p 321 (April 15, 1954).

A county animal control officer may be employed by the county to enforce the provisions of 1919 PA 339, supra. In 1919 PA 339, supra, Sec. 4, the Legislature has conferred the following authority:

'[An] animal control officer or a law enforcement officer of the state shall issue a citation, summons or appearance ticket for a violation of this act.'

There is no provision in 1919 PA 339, supra, which empowers an animal control officer summarily to kill a dog merely because it is running at large, unaccompanied by its owner. ⁽²⁾

Youngblood v Jackson County, 28 Mich App 361; 184 NW2d 290 (1970), lv den, 384 Mich 810 (1971), considered the authority of a county with respect to stray dogs, pursuant to 1919 PA 339, supra, as follows:

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'[t]he authority to kill unlicensed dogs must be exercised with some judgment, . . . An element of that judgment is holding a dog for a period after obtaining it before disposing of it . . .

'[d]efendant's pleadings indicate that unclaimed, unlicensed dogs found running at large are disposed of but licensed stray dogs are held for the owners. This conduct we find to be in compliance with the county's statutory obligation as interpreted by Finley, supra. Both courses of action require a place for confining dogs pending their disposition.' [Emphasis added.] 28 Mich App at 365.

Thus, 1919 PA 339, supra, as interpreted in Youngblood v County of Jackson, supra, contemplates holding a stray dog for some period prior to disposing of it.

A procedure for an animal control officer to follow is set forth in 1919 PA 339, supra, Sec. 26a(1)(a), (e) and (2):

'(1) A district court magistrate or the district or common pleas court shall issue a summons similar to the summons provided for in section 20 to show cause why a dog should not be killed, upon a sworn complaint that any of the following exist:

'(a) After January 10 and before June 15 in each year a dog over 6 months old is running at large unaccompanied by its owner or is engaged in lawful hunting and is not under the reasonable control of its owner without a license attached to the collar of the dog.

(e) A dog duly licensed and wearing a license tag has run at large contrary to this act.

'(2) After a hearing the district court magistrate or the district or common pleas court may either order the dog killed, or confined to the premises of the owner. . . .' ⁽³⁾

Consideration must also be given to the definition of 'owner' as set forth in 1919 PA 339, supra, Sec. 1(2)(c) as follows:

'(2) For the purpose of this act:

(c) 'Owner' when applied to the proprietorship of a dog means every person having a right of property in the dog, and every person who keeps or harbors the dog or has it in his care, and every person who permits the dog to remain on or about any premises occupied by him.'

An unlicensed dog found to be running at large may also constitute a public nuisance, 1919 PA 339, supra, Sec. 17. If the owner failed to claim the dog after it had been held for a period of time in accordance with Youngblood v Jackson County, supra, such an unlicensed dog may be killed after observing the procedures in 1919 PA 339, Sec. 26a, supra.

It is my opinion, therefore, that an animal control officer is not authorized summarily to kill a dog merely because it is running at large unaccompanied by its owner. However, a summons may be issued pursuant to the 1919 PA 339, supra, to show cause why the dog should not be killed. After a hearing, the court may either order the dog confined to the premises of its owner or killed.

Frank J. Kelley

Attorney General

(1) The details of the licensing procedure need not be reviewed to answer your question. Moreover, those details may vary from one locality to another as the Dog Law of 1919, supra, Sec. 30 authorizes a city, village or township to adopt its own animal control ordinance to license and regulate dogs.

(2) You have not raised, and this opinion does not address, the situation where a dog is attacking or molesting livestock or wildlife or is attacking people. See Dog Law of 1919, supra, Secs. 18 and 19.

(3) 1969 PA 287, MCLA 287.331 et seq; MSA 12.481(101) et seq, provides for the registration of 'animal shelters' defined by Section 1(d) as:

'A facility operated by a person, humane society, a society for the prevention of cruelty to animals or any other nonprofit organization for the care of homeless animals.'

If, for example, no owner of a dog may be located, it would presumably be within the discretion of the court to permit the voluntary surrender of the dog to an animal shelter as an alternative to killing it.

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STATE OF MICHIGAN

FRANK J. KELLEY, ATTORNEY GENERAL

Opinion No. 5654

February 15, 1980

DOGLAW:

Reimbursement by county for damages to livestock caused by dogs

COUNTIES:

Reimbursement for damages to livestock caused by dogs

JUSTICE OF PEACE:

Abolishment of office

No member of the executive or legislative branch of a township government may exercise powers of the Justice of the Peace conferred by the Dog Law.

Unless the Legislature amends the Dog Law to designate a township officer to exercise the power of determination of damages to be paid to the owner of livestock damaged by dogs, the county board of commissioners may not reimburse the owner of livestock for damages caused by dogs.

Honorable Thomas Guastello

State Senator

The Capitol

Lansing, Michigan

You have requested my opinion on the following question:

May a county board of commissioners establish a standard maximum value of all injuries to livestock caused by dogs in the county?

The Dog Law of 1919, 1919 PA 339; MCLA 287.261 et seq; MSA 12.511 et seq, provides for the protection of livestock and poultry from damage by dogs and for the determination and payment of money damages from county funds for losses caused by an attack on livestock by dogs.

A person sustaining any loss or damages to any livestock or poultry by dogs may complain in writing to the township supervisor or a trustee of the township in accordance with 1919 PA 339, supra, Sec. 20, as last amended by 1972 PA 349. Under this section of the statute, the township supervisor or a township trustee appointed by the township board is required to examine the place where the alleged damage was sustained and the livestock or poultry injured or killed, examine any witness, and determine whether any damage has been sustained and the amount thereof. It also provides that if the appropriate township officer learns of the identity of the owner of the dog causing the damage to the livestock or poultry, the township official may request the district court judge to issue a summons commanding the owner to appear before the township officer and show cause why the dog should not be killed. Upon the return day fixed in the summons, this section further provides that the township officer shall determine whether the loss or damage to the livestock was caused by the dog, and upon such determination the sheriff or animal control officer shall kill the dog wherever found. Finally, 1919 PA 339, Sec. 20, supra, states that any owner or keeper of the dog or dogs shall be liable to the county in a civil action for all damages and costs paid by the county on any claims as hereinafter provided.

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The legislative history of this section indicates that it was also amended by 1968 PA 38 to substitute the term 'township supervisor or appointed trustee of the township' for 'justice of the peace' throughout the section.

1919 PA 339, supra, Sec. 21 provides:

'Upon making the examination required in the preceding section, if the justice of the peace shall determine that any damage has been sustained by the complainant, he shall, upon payment to him of his costs up to that time, by the complainant, deliver his report of such examination, and all papers relating to the case to the board of supervisors of the county in which the loss was sustained, which report shall be filed in their office. In case the complainant has not paid the costs the justice shall so state in said report and the amount thereof.'

While the legislature, by means of 1968 PA 38, eliminated the reference to the justice of the peace in 1919 PA 339, Sec. 20, supra, it made no such change in 1919 PA 339, Sec. 21, supra.⁽¹⁾

In Titus v Chase, 126 Mich 621; 86 NW 137 (1901), judicial review was sought of the determination of the justice of the peace as to the amount of damages sustained to livestock killed or wounded by dogs pursuant to 1897 CL 5600. The court found that the statute provided for no trial of the question of fact before the justice of the peace, the determination being made on viewing of the injured or dead livestock. Thus, the proceeding for the determination of damages was summary and not open to review by the courts. A predecessor statute, 1917 PA 347, came before the Michigan Supreme Court in Fremont Canning Co v Waters, 209 Mich 178; 176 NW 577 (1920), on the ground, inter alia, that the provisions deprived the township of property without due process of law. The court noted that the authority to determine the damages had been vested in the township board, but by 1917 PA 347, it was reposed in a justice of the peace of the township, and upheld the power of the legislature to transfer such authority. The court found that the monies in the fund to pay for damages to livestock was not the property of the township and, therefore, the township was not deprived of its property without due process of law.

Implicit in these holdings is the conclusion that a justice of the peace, in determining the amount of damages, is exercising an administrative function. Township of Dearborn v Dearborn Township Clerk, 334 Mich 673; 55 NW2d 201 (1952), held the justice of the peace to be a judicial officer and it was unconstitutional to fix duties of a legislative or administrative character in such judicial office. It must follow that 1919 PA 339, supra, Sec. 21, violates Const 1963, art 3, Sec. 2, which prohibits a person exercising powers in one branch to exercise powers properly belonging under another branch, except as expressly provided in the Constitution.

Assuming, arguendo, that the legislature conferred a judicial function upon the justice of the peace by means of 1919 PA 339, Sec. 21, supra, that office no longer exists and no member of the executive or legislative branch of the township may exercise powers conferred in this portion of the Dog Law of 1919, supra. Consequently, the legislature should consider amending 1919 PA 339, Sec. 21, supra, to designate the township officer to exercise the duty of determining damages to be paid the owner of dead or wounded livestock if the county board of commissioners is to discharge its duties as specified in 1919 PA 339, Sec. 23, supra.

In view of this response, it is not necessary to address the question of whether a county board of commissioners may establish a standard maximum value of compensation to owners of livestock killed or injured by dogs.

Frank J. Kelley

Attorney General

(1) It must be observed that in accordance with Const 1963, art 6, Sec. 26, the people have abolished the office of justice of the peace.

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STATE OF MICHIGAN

FRANK J. KELLEY, ATTORNEY GENERAL

Opinion No. 5566

September 24, 1979

MUNICIPALITIES:

Adoption of animal control ordinance

COUNTIES:

Adoption of animal control ordinance by municipalities within county

ANIMALS:

Adoption of animal control ordinance by municipalities

A city, village or township that enacts its own animal control ordinance is responsible for its own enforcement expenses and may not charge the county for such expenses.

Joseph T. Barberi, Esq.

Isabella County Prosecuting Attorney

200 North Main Street

Mt. Pleasant, Michigan 48858

County Building

Marquette, Michigan 49855

You have asked whether a city may establish an animal control program without adopting an ordinance, and then charge the county the reasonable expense of maintaining it. 1919 PA 339, Sec. 25, MCLA 287.285; MSA 12.535, provides:

'Any valid claims for loss or damage to live stock which have accrued under any general or local laws, prior to the taking effect of this act, shall not abate by reason of the repeal of such laws by the operation of this act, but all such claims, and all claims arising under this act and all expense incurred in any county in enforcing the provisions of this act shall be paid out of the general fund of the county. At the time this act takes effect, all moneys then in the 'dog fund' in the hands of township or city treasurers, derived from the taxation of dogs under existing laws, shall be turned into the county general fund: Provided, In all cities having a well regulated dog department, the reasonable expense of maintaining the same, shall be borne by said county, duly audited by the board of supervisors,⁽¹⁾ and in any county having a board of county auditors, said board of county auditors shall audit said reasonable bills, to be paid out of the general fund of the county.'

This section indicated that 1919 PA 339 operated to repeal prior general and local laws, with the proviso that '[i]n all cities having a well regulated dog department, the reasonable expense of maintaining the same, shall be borne by the said county.'

At the time that section 25 was first enacted, the only exception from the provisions of said act were cities having a population of 250,000 or more. See 1919 PA 339, Sec. 30 as originally enacted; MCLA 287.290; MSA 12.541.⁽²⁾ The legislative history of this section, discussed in OAG, 1963-1964, No 4353, pp 513, 517 (December 1, 1964), reflects the legislative intention to increasingly broaden the exceptions from the application of said act. That opinion states:

'The foregoing recitals demonstrate that Section 30 has always been treated by the legislature as a medium for delineating exclusionary exceptions to state enforcement where local enforcement machinery exists and is satisfactory to the

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legislature. . . .'

The exceptions were further broadened by 1972 PA 349, which amended section 30 to authorize all cities, villages and townships to adopt their own animal control ordinances, without regard to their population. Section 30 now provides:

'A city, village or township by action of its governing body may adopt an animal control ordinance to regulate the licensing, payment of claims and providing for the enforcement thereof. . . .'

1972 PA 349 also added section 29a, MCLA 287.289a; MSA 12.540(1), limiting a county's jurisdiction for enforcement, expense, etc., to animal control programs in cities, villages and townships which do not have their own animal control ordinances:

'. . . The [county] animal control agency shall have jurisdiction to enforce this act in any city, village or township which does not have an animal control ordinance. The county's animal control ordinance shall provide for animal control programs, facilities, personnel and necessary expenses incurred in animal control. The ordinance is subject to sections 6 and 30.' [Emphasis added]

In letter opinions to Senator John Toepp, dated March 7, 1978, and Mr. Gary L. Walker, Marquette County Prosecuting Attorney, dated January 3, 1979, (see appendices A and B) I concluded that a home rule city that enacted its own animal control ordinance is responsible for its own enforcement expenses, and may not charge the county for such expenses. The Toepp opinion quoted at length from OAG, 1963-1964, No 4353, and explained how the growth of the exceptions to section 30 has eroded the application of section 25.

While OAG, 1949-1950, No 968, p 255 (June 30, 1949) held that a city with a population under 5,000 may be charter provision or ordinance, establish a well regulated dog department and charge the county the reasonable expense of maintaining the same, that opinion was issued before section 29a was added to 1919 PA 339 to except cities, villages and townships from county control and reimbursement with their own ordinances. In light of changes made from time to time to section 30, and the addition of section 29a, the responsibility for the expense of such city programs has been changed by the legislature. The recent opinions reflect the changes in the scope of local enforcement and the more limited jurisdiction and responsibility of counties for enforcement and the expense of animal control programs subsequent to the issuance of OAG, 1949-1950, No 968, supra, and should therefore be deemed controlling.

Cities, villages and townships are presently authorized to establish dog departments by adoption of animal control ordinances. When such ordinances are adopted, county enforcement is precluded by section 29a, supra. If a local ordinance is not adopted, the county animal control agency has jurisdiction for enforcement, personnel, expenses, etc., under the same provision. It is my opinion that a city, village or township may not establish its own animal control program unless a local ordinance is adopted by the city, village or township as provided for by section 30, supra, and that such municipalities may not charge counties for the expenses of animal control programs when they have adopted their own ordinances.

Frank J. Kelley

Attorney General

March 7, 1978.

Honorable John F. Toepp

State Senator

The Capitol

Lansing, Michigan 48909

Dear Senator Toepp:

You have requested my opinion on the following questions relating to the Dog Law of 1919, 1919 PA 339, as last amended by 1972 PA 349; MCLA 287.261 et seq; MSA 12.511 et seq:

1. May the City appoint its own dog warden and maintain its own dog control program if the county elects to appoint a dog warden for the city as provided in Sec. 16 of the dog law?
2. If the answer to No. 1 is yes, is the county still responsible for the salary of the city's dog warden and other expenses?

In responding to your questions it is first necessary to review the history of this act for only a detailed review of its legislative history can explain why the growth of the exceptions contained in 1919 PA 339, supra, Sec. 30 has eroded the rule stated in section 25. As such a review was comprehensively set forth in OAG, 1963-1964, No 4353, p 513, 514-517 (December 1, 1964),

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I quote the following at length from that opinion:

'Act 339, P.A. 1919 is the present dog law. Reviewing only the amendments to Section 30 thereof, we find that in the original act, the section read as follows:

"All cities in this State having a population of two hundred fifty thousand, according to the last federal census, or that shall hereafter attain such a population, are hereby excepted from all the provisions of this act.'

'The section was amended by Act 310, P.A. 1921, to insert and add, after the words 'such a population,' the words:

'and all cities and villages located entirely within the limits of any such city of two hundred fifty thousand population'

The words 'are hereby excepted from the provisions of this act' then followed the insertion.

'The section was amended by Act 239, P.A. 1929, by inserting after the words 'two hundred fifty thousand population' the words:

"and all villages located within twenty miles of the corporate limits of such cities of two hundred fifty thousand population.'

'Act 189, P.A. 1933, expanded the language by adding the words 'or more' after the words 'two hundred fifty thousand population' in the three places where the words occur, and excepting cities within twenty miles.

'Act 288, P.A. 1941, amended Section 30 to read:

"All cities in this state having a population of 250,000 or more, according to the last federal census, or that shall hereafter attain such a population, and all cities and villages entirely within the limits of such city of 250,000 population or more, or located within twenty miles of the corporate limits of such cities of 250,000 or more, [and all townships in the county lying within a radius of 20 miles or the corporate limits of such cities of 250,000 or more and having an ordinance or ordinances regulating the licensing of dogs, payment of claims and providing for the enforcement of such ordinances], are hereby excepted from the provisions of this act. [Any such township shall be authorized by action of its township board to adopt an ordinance or ordinances regulating the licensing of dogs, payment of claims and providing for the enforcement of such ordinances.]'t 209, P.A. 143, further expanded Section 30 by changing 'the county' and subsequent phrase in the seventh line of the section as quoted above to read: 'counties having a city of 250,000 population or more.'

'Act 22, P.A. 1949, amended the section by adding the words 'or townships contiguous to cities having a population of 250,000 or more' before the words 'and having an ordinance. . . .'

'Act 125, P.A. 1952, amended the section by adding after 'such ordinances' a proviso as follows:

"Provided, however, In counties which have or may hereafter by resolution of the board of supervisors adopted rabies vaccination requirements as set forth in Act No. 35 of the Public Acts of 1949, any city, village, or township adopting a dog licensing ordinance or ordinances shall also require that such application for a license shall be accompanied by proof of vaccination of the dog for rabies within the year preceding the date of the application.'

'Act 172, P.A. 1953, further amended Section 30 of the 1919 dog law so that it reads as follows:

"All cities in this state having a population of 250,000 or more, according to the [latest or each succeeding federal decennial census,] or that shall hereafter attain such a population, and all cities and villages entirely within the limits of such city of 250,000 population or more, or located within 20 miles of the corporate limits of such cities of 250,000 or more, and all townships in counties having a city of 250,000 population [or more] or township contiguous to cities having a population of 250,000 or more and having an ordinance or ordinances regulating the licensing of dogs, payment of claims and providing for the enforcement of such ordinances, [with the exception of the provisions in section 10, 10a and 11 of this act,] are hereby excepted from the other provisions of this act. Any such [city, village or] township shall be authorized by action of the [city, village or] township board to adopt an ordinance or ordinances regulating the licensing of dogs, payment of claims and providing for the enforcement of such ordinances: Provided, however, In counties which have or may hereafter by resolution of the board of supervisors adopted rabies vaccination requirements as set forth in Act No. 35 of the Public Acts of 1949, any city, village or township adopting a dog licensing ordinance or ordinances shall also require that such application for a license, [except kennel licenses,] shall be accompanied by proof of vaccination of the dog for rabies within the year preceding the date of the application.'t 211, P.A. 1959, amended the section to read, and it currently reads, as follows:

"All cities in this state having a population of 250,000 or more, according to the latest or each succeeding federal decennial census, and all cities and villages located within 20 miles of the corporate limits of such cities of 250,000 or more, and townships having an ordinance or ordinances regulating the licensing of dogs, payment of claims and providing

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for the enforcement of such ordinances, with the exception of the provisions in sections 10, 10a and 11 of this act, are hereby excepted from the other provisions of this act. Any city, village, or township [in a county of 150,000 population or more according to the latest or each succeeding federal decennial census] shall be authorized by action of the city or township [governing body] to adopt an ordinance or ordinances regulating the licensing of dogs, payment of claims and providing for the enforcement of such ordinances. In counties which have or may hereafter by resolution of the board of supervisors adopted rabies vaccination requirements as set forth in Act No. 35 of the Public Acts of 1949, any city, village, or township adopting a dog licensing ordinance or ordinances shall also require that such application for a license, except kennel licenses, shall be accompanied by proof of vaccination of the dog for rabies within the year preceding the date of the application.' (C.L.S. 1961 Sec. 287.209; M.S.A. 1963 Cum. Supp. Sec. 12.541) ^(a1)

'The foregoing recitals demonstrate that Section 30 has always been treated by the legislature as a medium for delineating exclusionary exceptions to state enforcement where local enforcement machinery exists and is satisfactory to the legislature. The dog law being a regulatory measure under the police power and not a tax or revenue measure, it seems appropriate to conclude that no duality of regulation was intended by the legislature and accordingly the 1959 amendment should be construed as excepting dog owners from the requirements of purchase of a county license if they reside in and own dogs in cities, villages or townships within counties of 150,000 population or more which have adopted ordinances regulating the licensing of dogs.' [Footnotes omitted]

Responding now to your first question, a reading of the entire statute indicates that 1919 PA 339, supra, Sec. 16 authorizes a county to appoint an animal control officer to act within a city only where a city does not have its own effective ordinance regulating dogs. Accordingly, it is my opinion that, by virtue of its home rule powers and pursuant to 1919 PA 339, supra, Sec. 30 a city in a county with a population of 150,000 or more may adopt an animal control ordinance and may appoint its own dog warden or animal control officer; further, a county of a population of 150,000 persons or more may not enforce its dog ordinance within a city which has adopted its own ordinance pursuant to 1919 PA 339, Sec. 30, supra.

As to your second question, it is my opinion that a city which adopts its own ordinance is responsible for the full cost of implementing that ordinance and that, conversely, the county has no financial responsibility for enforcement of the city's ordinance.

I recognize that 1919 PA 339, supra, Sec. 25 contains a proviso which states:

' . . . In all cities having a well regulated dog department, the reasonable expense of maintaining the same, shall be borne by said county, . . . '

However, this proviso must be read in conjunction with 1919 PA 339, Sec. 30, supra, excepting certain cities from the act, the legislative history of which reveals that the section 25 proviso is only intended to apply to such cities, villages and townships not included within section 30.

Thus, for the purposes of illustration, the proviso should be read as though the underlined portions were included:

' . . . In all cities having a well regulated dog department, except those which have their own ordinance or ordinances regulating the licensing of dogs, payment of claims and providing for the enforcement of such ordinances, the reasonable expense of maintaining the same shall be borne by said county. . . . '

It is therefore my opinion that a home rule city that enacts its own animal control ordinance pursuant to 1919 PA 339, Sec. 30, supra, is responsible for its own enforcement expenses payable from fees collected thereunder.

Very truly yours,

Frank J. Kelley

Attorney General.

January 3, 1979.

Mr. Gary Walker

Marquette County Prosecuting Attorney

Dear Mr. Walker:

Your correspondence indicates that the County of Marquette does not have an animal control ordinance or program and that the City of Marquette has submitted a bill to Marquette County for reimbursement of the city's expenses for its animal control program for the fiscal year beginning July 1, 1978. You request my opinion on the following question:

Is a county required by 1919 PA 339 Sec. 25; MCLA 287.285; MSA 12.535, to reimburse a city in the county for the

Appendix E

expenses of the city's administration of an animal control program under the city's ordinance?

Your question has previously been answered in the negative in a letter opinion to Senator John F. Toepp dated March 7, 1978, which discussed section 30, supra, and the proviso of section 25, as follows:

'However, this proviso must be read in conjunction with 1919 PA 339, Sec. 30, supra, excepting certain cities from the act, the legislative history of which reveals that the section 25 proviso is only intended to apply to such cities, villages and townships not included within section 30.

'Thus, for the purposes of illustration, the proviso should be read as though the underlined portions were included:

' . . . In all cities having a well regulated dog department, except those which have their own ordinance or ordinances regulating the licensing of dogs, payment of claims and providing for the enforcement of such ordinances, the reasonable expense of maintaining the same shall be borne by said county. . . .'

'It is therefore my opinion that a home rule city that enacts its own animal control ordinance pursuant to 1919 PA 339, Sec. 30, supra, is responsible for its own enforcement expenses payable from fees collected thereunder.'

Very truly yours,

Frank J. Kekket

Attorney General.

(1) Now entitled county board of commissioners pursuant to 1966 PA 261 as added by 1969 PA 137; MCLA 46.416; MSA 5.359(16).

(2) Section 30 has since been amended by 1921 PA 310, 1929 PA 239, 1933 PA 189, 1941 PA 288, 1943 PA 209, 1949 PA 22, 1952 PA 125, 1953 PA 172, 1959 PA 211, 1969 PA 195, 1971 PA 229 and 1972 PA 349.

(a1) The added language is indicated by brackets'

<http://opinion/datafiles/1970s/op05566.htm>

State of Michigan, Department of Attorney General

Last Updated 11/10/2008 15:49:34



Report of the Task Force on Animal Control Policy

Draft -- 10/01/12

BOARD OF COMMISSIONERS CHARGE

On February 15, 2012, the Washtenaw County Board of Commissioners adopted Resolution 12-0027 authorizing a contract for animal control services with the Humane Society of Huron Valley, empowering the Office of the Sheriff to develop a cost model for animal control services, and establishing the Task Force on Animal Control Policy with reporting deadlines of May 15, 2012, September 15, 2012 and October 15, 2012. The Sheriff crafted a stakeholder group to inform the cost modeling. The Task Force was open to any County Commissioner.

PROCESS

The Task Force on Animal Control Policy met seven times and presented a proposal to the September Board of Commissioners Working Session. All meetings were open to the public. The Task Force was facilitated by The Dispute Resolution Center, using an interest-based bargaining approach in a transformative mediation process that focuses on the interpersonal responsiveness and constructive interaction of the parties involved in the process.

Two inter-related and parallel processes combined analysis of the County's service provision objectives and the costs related to those services, allowing the Board of Commissioners to develop a solid set of animal control policies and issue a recommendation for cost effective contracted services. The Office of the Sheriff conducted the empirical analysis of costs, while the Board task force addressed the policy-related issues. Their mutual goal was to determine a level of animal control service that 1) meets the values of the community, 2) comports with County budget realities, and 3) fits within the capacity of the executive branch offices to manage.

All Task Force materials and minutes of the meetings are available online at

<http://www.ewashtenaw.org/government/boc/taskforce-on-animal-control-policy>.

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Recommendations for Contract Services.....	Page 5
Recommendations for County Policies and Practices.....	Page 7

SUMMARY OF RECOMMENDATIONS

At its September 13, 2012 meeting the Task Force on Animal Control Policy developed a consensus recommendation of the following items. They are divided into two sections, the first focused on contractual services the County will negotiate for, and the second for internal policies and practices to facilitate improvements in animal control.

Recommendations for Contract Services

Animal Holds and Care

- Hold all stray animals for the minimum required by law;
- Meet court-mandated holds and bite quarantines for the minimum required by law;
- Provide medical attention and basic humane care during holding period;

Animal Cruelty Investigations

- Conduct animal cruelty investigations;

Administrative and Programmatic Services

- Post information on a website about animals being held to facilitate adoption or recovery;
- License all dogs at point of adoption or recovery;
- Support county policies for registering and licensing animals; and
- Provide monthly reports to the County Board of Commissioners on operating metrics.

Recommendations for County Policies and Practices

- Adopt a civil infractions ordinance and fee structure for unlicensed dogs;
- Adopt a voluntary pet registration program that is cost neutral and does not expand the County's mandate;
- Design and implement a veterinary partners' program to support licensing;
- Work with the Prosecutor and Courts to promote forfeiture in animal cruelty cases;
- Work with the Courts to implement a collections-compliance program for infraction violations and cruelty cases; and
- Develop cost sharing with local governments to offset increases driven by local ordinance requirements.

PARTICIPANTS

Task Force on Animal Control Policy

Barbara Levin Bergman
Felicia Brabec
Ronnie Peterson
Wesley Prater
Yousef Rabhi

Rolland Sizemore, Jr.
Conan Smith
Dan Smith
Rob Turner

Invited Speakers

Jerry Clayton, County Sheriff
Greg Dill, Infrastructure Management Director
Steven Hiller, Chief Assistant Prosecutor
Brian Mackie, County Prosecutor
Catherine McClary, County Treasurer
Verna McDaniel, County Administrator

Dispute Resolution Center Team

Sally Brush
Tom Brush
Crystal Collin
Belinda Dulin

Sheriff's Animal Control Group Participants -

Office of the Sheriff

Jerry Clayton
Rick Kaledas
SiRui Huang
Mark Ptaszek
Haley Gordon

Office of the Prosecutor

Brian Mackie
Steve Hiller

Catherine Jones, Washtenaw County Finance

Robert Turner, Washtenaw County Commissioners

Greg Dill, Washtenaw County Administration

Ypsilanti Township

Brenda Stumbo
Mike Radzik

John Seto, Ann Arbor Chief of Police

Steve Powers, Ann Arbor City Administrator

William McFarlane, Superior Township

Frances McMullen, City of Ypsilanti

Humane Society of Huron Valley

Jenny Paillon
Tanya Hilgendorf
Matt Schaecher

COST METHODOLOGY

The Office of the Sheriff conducted an analysis of costs of contracted animal control services, historic data from the Humane Society of Huron Valley. The Board of Commissioners directed the Sheriff to determine the cost of an “animal service unit”, interpreted as the current cost of serving one animal for one day at the shelter. The Sheriff’s group provided a breakdown of those costs using both 2011 actual expenses and 2012 projections. Their assessment incorporates direct and indirect costs and acknowledges the in-kind contributions of volunteers and donors to the Humane Society that offset hard costs. This latter distinction provides insight for both replacement costs and continuation costs with the Humane Society.

Figures are based on an average ten-day stay for any animal at the shelter and reflect a cost adjustment upwards of 30 percent in recognition that stray animals or feral cats typically demand higher levels of care than lost pets that have been well cared for. Detailed figures can be found in the supporting documents on the website.

30,560 Days of Care		
	2011	Per Day
Direct Costs	\$571,845	\$18.71
Indirect Costs	\$54,167	\$1.77
Overhead	\$58,620	\$1.92
In Kind Value	\$939,000	\$30.73
Total Housing	\$1,623,632	\$53.13

The Sheriff’s group also evaluated the cost of providing animal cruelty investigations separate from the housing costs for confiscated animals. The Humane Society conducts approximately 500 investigations annually, of which some 5 percent result in prosecution.

Animal Cruelty Investigations	
Direct Costs	\$185,500
In Kind Value	\$139,000

In summary, costs for County responsibilities could range between \$317,632 and \$1,948,152 annually.

2011 Actuals	Animals	Hard Costs	In Kind Value	Total
Housing Dogs	1,418	\$317,632	\$435,751	\$753,383
Housing Cats	1,638	\$366,912	\$503,357	\$870,269
Animal Cruelty		\$185,500	\$139,000	\$324,500
Totals	3,046	\$870,044	\$1,078,108	\$1,948,152

RECOMMENDATIONS FOR CONTRACTED SERVICES

The Task Force recommends that the County negotiate a lump sum contract with the Humane Society of Huron Valley to provide at minimum the following core services.

Animal Holds and Care

- Holding all stray animals for the minimum required by law;
- Meeting court-mandated holds and bite quarantines for the minimum required by law;
- Providing medical attention and basic humane care during holding period;

Animal Cruelty Investigations

- Conducting animal cruelty investigations;

Administrative and Programmatic Services

- Posting information on a website about animals being held to facilitate adoption or recovery;
- Licensing all dogs at point of adoption or recovery;
- Supporting county policies for registering and licensing animals; and
- Providing monthly reports to the County Board of Commissioners on operating metrics.

Animal Holds

The County recognizes that the most cost-effective approach to animal holds is to minimize the length of stay and facilitate adoption or recovery as quickly as possible. As such, the County policy will be to fund the holding of stray animals for the minimum periods required by law. The County will also fund holding animals during court-mandated stays (e.g. for animal cruelty cases) and for quarantines to determine rabies risks. During the period of stay, animals are to be provided with urgent and palliative medical care and housed in a humane environment.

Legal Requirements for Holding Periods

Licensed Stray Dogs	7 days
Unlicensed Stray Dogs	4 days
Other Stray Animals	0 days
Confiscated Dangerous Animals	At the discretion of the courts
Confiscated Fighting Dogs	At the discretion of the courts
Animals Subjected to General Cruelty	Until court decision or forfeiture
Stray Dogs, Cats, and Ferrets	10 days

Stray animal hold times are determined based on decisions related to the Use of Dogs and Cats for Research Act (MCLA 287.381 et seq), not the Dog Law of 1919 that guides the County's general responsibility. For both the Dangerous Animals Act (MCLA 287.321 et seq) and the Criminal Dog Fighting Act (MCLA 750.49), holds are precipitated by court order, but the owner bears the financial liability. Under the general animal cruelty laws (MCLA 750.49 -53) the County bears financial responsibility for holding confiscated animals, but the County Prosecutor may file a civil action requesting that the animal(s) be forfeited to the animal control or protection shelter. The forfeiture process can take as long as 17 days.

Animal Cruelty Investigations

MCLA 750.52 states that it is the duty of all law enforcement personnel, including sheriff's deputies, constables, policemen and public officers to arrest and prosecute all persons who they have knowledge of violating the animal cruelty laws. This section also states that it is a misdemeanor for a law enforcement individual to neglect this duty. Again, the duty here is placed on all law enforcement personnel, not just the county sheriff or his deputies. The County policy is to contract through the Office of the Sheriff for animal cruelty investigations via deputized animal control officers to determine if an offense warrants prosecution. It is not the County policy to provide additional educational services.

Administrative and Programmatic Services

Publication: To facilitate recovery and adoption, the County will support basic posting information on a website about animals being held at the contractor's facility. The County will not financially support more expansive marketing of adoption services.

Licensing: The contractor should agree to ensure that all dogs are licensed at point of adoption or recovery before releasing them from their custody. Failing to license animals as they leave the facility does not support the County's goal of increasing licensing compliance to ensure public health protections.

Program Enhancement: The County is seeking to improve compliance with dog licensing and expand programs to support animal control throughout the County. The contractor should be an acknowledged partner in this effort and be prepared to support the County, subject to negotiations, with actions such as the imposition of civil infractions for unlicensed dogs or the registration of other pets. The County further seeks to rely on the contractor for professional advice in the development of animal control policies and practices.

Reporting: The County seeks to maintain a data-driven assessment process of its animal control policies and practices. To support this, the contractor should be prepared to provide monthly reports to the County Board of Commissioners on operating metrics to be developed as part of the contract negotiations.

RECOMMENDATIONS FOR COUNTY POLICIES AND PRACTICES

The Task Force recommends that the County implement an number of legal mechanisms and process enhancements that will support increased compliance with animal control statutes and provide revenues to offset the costs of animal control services:

- Adopt a civil infractions ordinance and fee structure for unlicensed dogs;
- Adopt a voluntary pet registration program that is cost neutral and does not expand the County's mandate;
- Design and implement a veterinary partners' program to support licensing;
- Work with the Prosecutor and Courts to promote forfeiture in animal cruelty cases;
- Work with the Courts to implement a collections-compliance program for infraction violations and cruelty cases;
- Develop cost sharing with local governments to offset increases driven by local ordinance requirements.

Civil Infractions

Washtenaw County does not currently have an ordinance allowing the imposition of civil infractions for violations of County policies. Currently, having an unlicensed dog is a misdemeanor. A misdemeanor is a criminal offense in which the defendant might be punished by heavy fines and up to a year in jail. Defendants have the right to a jury trial in a misdemeanor case. The Task Force believes that in the case of failure to license a dog, the punishment does not fit the crime and in fact serves as a deterrent to effective enforcement. The Task Force recommends that the County instead adopt a civil infractions ordinance and fee structure that includes a fine for having an unlicensed dog. The Task Force further recommends that the civil infraction for unlicensed dogs include a waiver of the fine if the recipient shows the dog to be licensed within a certain period of time.

Voluntary Pet Registration

One of the best ways to reduce the cost of boarding animals in a shelter is to facilitate their quick recovery by their owners. The dog licensing program does just that. However, cats make up more than 50 percent of the animal population at the Human Society shelter, and there are few mechanisms for easily discovering their owners. The Task Force recommends that the County, working with animal welfare organizations and veterinarians, facilitate the development of a low-cost, countywide, purely voluntary pet registration program to help quickly reunite lost pets with their owners. This program should be carefully designed in such a way as to not expand the County's mandate around animal control.

Veterinary Partnerships

The primary point of contact for animal welfare for responsible pet owners is their veterinarian. An American Veterinary Medicine Association model suggests that there may be as many as 34,000 unlicensed dogs in the jurisdictions over which the County has licensing responsibility. Licensing is the single most important way to ensure that dogs are being vaccinated against rabies, a health risk that is higher in the rural areas over which the County has licensing responsibilities. The Task Force recommends that the County design and implement a veterinary partners' program to support licensing through educational and incentive efforts (e.g. similar to the successful Waste Knot program created by the Environmental Health Department).

Animal Forfeiture

In the cases of general animal cruelty where the County bears the financial responsibility for housing confiscated animals, lengthy stays can drive costs up significantly. The County Prosecutor has the option of requesting that the animal be forfeited to the animal protection shelter if a preponderance of the evidence suggests that the animal has been subject to cruelty. The court must hear the civil action within 14 days of its filing, and if it agrees the animal will be relinquished to the control of the shelter, ending the County's financial responsibility for its care. The defendant may within 72 hours of the court's decision submit a security for the cost of boarding the animal to maintain ownership during the disposition of the case, but this too offsets the County's liability. The Task Force recommends that the County work with the Prosecutor and the Courts to make the filing of a civil action for forfeiture and its prompt hearing a regular part of the process in animal cruelty cases.

Collections

In the case of fighting dogs and dangerous animals in particular, defendants are responsible for the costs of housing, care, upkeep or euthanasia of the confiscated animals. Anecdotal evidence suggests that the County does not sufficiently support compliance and collection of these court-ordered costs in cases of animal control and cruelty. Successful collections programs recently implemented in the County District Court, however, offer alternatives for increasing collections. The Task Force recommends that the County work with the Courts to model and implement a collections-compliance program for both civil infraction violations and animal cruelty cases, with fees to accrue to the costs of implementing the program as well as to the general fund in support of animal control services.

Cost Sharing with Local Governments

Between 45 and 65 percent of the animals at the Humane Society come from jurisdictions with their own animal control ordinances or licensing programs. While the County would bear responsibility for stray dogs in those jurisdictions absent a controlling ordinance, it would also collect licensing fees from pet owners in those communities. The current system, however, drives costs to the County without providing direct revenues to offset them. The Task Force recommends that the County reach out to the communities whose ordinances either exceed the scope of the County animal control policy or that capture licensing fees, and develop a cost sharing agreement with those local governments to offset increases driven by local ordinance requirements.

CHARTER TOWNSHIP OF YPSILANTI

To: Board of Trustees
From: Ron Fulton
Building Director
Re: Request to authorize professional services contract with Environmental Maintenance Engineers (EME) for \$27,320 to abate asbestos containing materials from four houses to be demolished at 597 E. Grand Blvd, 554 E. Grand Blvd, 2371 Wiard Ct and 2375 Wiard Ct; contingent upon approval of budget amendment #10 to include funding in General Fund account 101-950.000-969.011
Date: June 17, 2013
Copy To: Javonna Neel, Accounting Director
Doug Winters, Attorney

As you have been made aware, the first asbestos surveys conducted on four houses slated for court-ordered demolition by TEG Environmental Services have been rendered inadequate to proceed with demolition. New surveys were conducted by Cardno ATC and asbestos was identified in each of the four structures that will require pre-demolition abatement. One of the four houses involves a significant volume, while the other three are minimal. Copies of the surveys are attached for your review.

We requested quotes from seven reputable asbestos abatement firms and received three responses for evaluation:

<u>Contractor</u>	<u>Amount</u>
Environmental Maintenance Engineers	\$27,320
Global Green Service Group LLC	\$38,150
Asbestos Abatement Inc.	\$52,600

I therefor respectfully request authorization to engage EME (Environmental Maintenance Engineers) as the lowest qualified bidder for professional services in the amount of \$27,320 to abate the asbestos in these four structures so that demolition may commence. EME is a qualified asbestos abatement contractor licensed through the MIOSHA Asbestos Program. I anticipate an additional \$4,000 will be needed for independent air monitoring services to be provided by Cardno ATC as required by state and federal regulations. Approval is contingent upon approval of Budget Amendment #10 which includes a budget amendment request to fund the total amount of \$31,320.

Thank you for your consideration. Please contact me with questions or concerns.

Attachments: Cardno ATC Asbestos Surveys (4); EME Proposal; GGSL Proposal; AAI Proposal



Cardno ATC

46555 Humboldt Dr.
Suite 100
Novi, MI 48377

Phone +1 248 669 5140
Fax +1 248 669 5147
www.cardno.com

www.cardnoatc.com

Client Name:	Ypsilanti Township
Project Name:	Pre-Demolition Asbestos Inspections
Project Number:	39.44735.1301
Project Site Address (Subject Property):	554 E. Grand Blvd, Ypsilanti Township, MI
Parcel #	NA
Date of Site Visit:	5/28/2013
Site Contact Name:	Robert Smith
Site Contact Phone Number:	248-669-5140
Asbestos Inspection Performed by:	Charles Gheen (A34985)
Areas Not Accessible:	All areas were accessed.
Number of Floors	2 Story w / Basement
Asbestos Present (Yes/No/Other)	Yes

On the date indicated above, a State of Michigan Asbestos Inspector Charles Gheen (A34985) from Cardno ATC conducted a pre-demolition Asbestos Containing Material Survey of the unoccupied building at the subject property. The purpose of this survey was to task an accredited asbestos inspector to complete a pre-demolition asbestos survey of the site and provide recommendation options for removal and disposal of asbestos containing materials prior to demolition of the building.

Laboratory reports are included in Appendix A. Photographs of the site are included in Appendix B. The following sections summarize Cardno ATC's findings:

Table I below identifies materials that found to contain asbestos in concentrations greater than 1% and therefore are regulated under the rules of Asbestos in the State of Michigan. Table II identifies materials that were suspect for asbestos and found to either not contain asbestos or contain asbestos in concentrations 1% or less.

**TABLE I
(Asbestos Containing Material)**

ID#	MATERIAL	LOCATION	APPROXIMATE QUANTITIY	RESULT
8-DW-A	Duct Wrap	Basement	120 SF	40%Chrysotile
10-EC-A,B,C	Exterior Caulk Black	Edge of Windows and Doors	226 LF (12 Windows/ 2 Doors)	10%Chrysotile

**TABLE II
(Non-ACM Suspect Material)**

ID#	MATERIAL	LOCATION	APPROXIMATE QUANTITIY	RESULT
1-EC-A,B,C	Exterior Caulk- White	Edge of Windows and Doors	226 LF (12 Windows/ 2 Doors)	ND
2-PB-A,B,C,D,E	Plasterboard	Hall, Kitchen, Living Room, 1 st Floor Bedroom, 2 nd Floor Bedroom	3,700 SF	ND-All Layers
3-FS-A,-B,C	Floor Sheeting- Floral White	Kitchen	150 SF	ND
4-WG-A,B,C	Window Glaze	Garage Windows	12 LF (2 Windows)	ND
5- FP-A,B,C	Floor Paper-Black	All 1 st Floor	500 SF	ND
6-FS-A,B,C	Floor Sheeting-White	Bathroom 1 st floor	50 SF	ND
7-CT-A,B,C	1X1' Ceiling Tile- White, Smooth	Mudroom 1 st Floor	140 SF	ND
9-SC-A	Stack Cement	Basement	2 SF	ND

ND= No asbestos detected

NA= Not applicable

No other suspect ACM's were observed on the site. Although not anticipated based on surface observations, underground structures that could contain ACM may be present and should be managed accordingly if encountered during Site redevelopment.

Asbestos is a hazardous substance. Its condition, handling and disposal are regulated by federal, state, and local agencies. ACMs generally do not pose a health threat unless the asbestos fibers are disturbed, become airborne and are inhaled. Contractors working in an area where asbestos is present must be informed of the type and location of ACMs. Abatement of ACMs, including non-friable ACMs, must be performed by a Michigan licensed, certified and registered asbestos abatement contractor in accordance with state and federal Occupational Safety and Health Administration (OSHA) and local air quality management regulations.

Lead-based paint may be present on the site and is a hazardous substance. Its condition, handling and disposal are regulated by federal, state, and local agencies. LBP generally does not pose a health threat unless particles are disturbed, become airborne and are inhaled or ingested. Contractors and their employers that will be disturbing the building during demolition should follow all applicable requirements in the OSHA Lead in Construction Standard.

Further testing may be required of debris generated from demolition activities to determine whether the debris should be disposed as hazardous waste under the Resource Conservation and Recovery Act (RCRA) in accordance with 40-CFR Part 261 Subpart C.

Universal wastes not listed in this ACM report may be encountered prior to demolition that require disposal. Contractors should identify universal wastes that may exist on the premises and dispose according to all applicable Local, State, and Federal Requirements.

RECOMMENDATIONS:

Except for the following items listed below, Section 61.145(c) of the Asbestos NESHAP requires that each owner or operator of a demolition or renovation activity involving RACM remove all such material from a facility being demolished or renovated before any activity begins that would break up, dislodge, or similarly disturb the material or preclude access to the material for subsequent removal.

ACM need not be removed before demolition if it:

- (i) Is a Category I non-friable ACM that is not friable.
- (ii) Is on a facility component that is encased in concrete or other similarly hard material and is adequately wet whenever exposed during demolition.
- (iii) Was not accessible for testing and therefore was not discovered until after demolition began and, as a result of the demolition, cannot be safely removed. If not removed for safety reasons, the exposed RACM and any asbestos-contaminated debris must be treated as asbestos-containing waste material and kept adequately wet at all times until disposed of.
- (iv) Is a Category II non-friable ACM and the probability is low that the material will become crumbled, pulverized, or reduced to powder during demolition.

Demolition with Roofing Materials in Place is covered under the NESHAP regulations (40 CFR Part 61 Subpart M).

Roofing materials were generally not tested during this inspection and therefore the roofing material should be assumed to be Category I asbestos-containing roofing materials.

Since demolition activities do not include sanding, grinding, cutting, or abrading, Category I asbestos-containing roofing materials not in poor condition and not friable are not considered RACM and are allowed to remain in place during demolition.

If the asbestos-containing roofing material is not in poor condition and is not friable, it may be disposed of in a landfill which accepts ordinary demolition waste.

The asbestos-containing roofing material may not be ground up for recycling into other products.

In addition, contractors should ensure they follow all OSHA regulations pertaining to demolition of Category I ACM materials. Category I or II nonfriable ACM that is not subject to 61.150(a)(3) would still have to be disposed of in a landfill that accepts building debris, in a landfill that operates in accordance with 61.154, or at a facility that operates in accordance with 61.155.

Cardno ATC recommends:

A licensed asbestos abatement company in the State of Michigan should remove the following materials according to the NESHAP standard prior to demolition:

1. All Materials Identified in Table 1.

LIMITATIONS:

The results, findings, conclusions, and recommendations expressed in the report are based only on conditions that were noted during Cardno ATC's Asbestos Containing Material Survey of the vacant above-referenced property located in Ypsilanti, Michigan

Any conditions or materials that could not be visually identified through limited destructive sampling were not inspected and may differ from those conditions or materials noted. The user of this report should keep in mind that conditions may change with time and observations made by Cardno ATC at the time of the Site reconnaissance may not be consistent with future observations made by others. Additional materials may be encountered during the demolition process and may require further sampling to determine disposal criteria.

The report is designed to aid the building owner, architect, construction manager, general contractors, and potential asbestos abatement contractors in locating asbestos building materials to be removed prior to demolition activities.

Under **no** circumstances is the report to be utilized as a bidding document or as a project specification document. Contractors bidding the demolition of this Site should field verify project information.



Cardno ATC appreciates the opportunity to be of service to Ypsilanti Township on this project. In the meantime, if you have questions regarding the information in this report or if we can be of further assistance do not hesitate to contact our office at (248) 669-5140.

APPENDIX A

LABORATORY & CHAIN-OF-CUSTODY FORMS



Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

Project: Ypsilanti Township - 554 E. Grand Blvd

Report To:

Mr. Rob Smith
Cardno ATC
46555 Humboldt, Ste. 100
Novi, MI 48377

ARI Report # 13-45895
Date Collected: 05/28/13
Date Received: 05/29/13
Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45895 - 01 Cust. #: 1-EC-A Material: Exterior Caulk, white Location: Edge of Windows, Doors Appearance: beige,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45895 - 02 Cust. #: 1-EC-B Material: Exterior Caulk, white Location: Edge of Windows, Doors Appearance: beige,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45895 - 03 Cust. #: 1-EC-C Material: Exterior Caulk, white Location: Edge of Windows, Doors Appearance: beige,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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NVLAP Lab Code 102118-0



Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

Project: Ypsilanti Township - 554 E. Grand Blvd

Report To:
Mr. Rob Smith
Cardno ATC
46555 Humboldt, Ste. 100
Novi, MI 48377

ARI Report # 13-45895
Date Collected: 05/28/13
Date Received: 05/29/13
Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45895 - 04 Cust. #: 2-PB-A Material: Plaster Location: Hall Appearance: white, nonfibrous, homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45895 - 04a Cust. #: 2-PB-A Material: Mortar Location: Hall Appearance: beige, fibrous, homogenous Layer: 2 of 3	Asbestos Present: NO No Asbestos Observed	Hair - 2% Other - 98%
Lab ID #: 45895 - 04b Cust. #: 2-PB-A Material: Drywall Location: Hall Appearance: beige, fibrous, nonhomogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%

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ARI Report # 13-45895
Date Collected: 05/28/13
Date Received: 05/29/13
Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45895 - 05 Cust. #: 2-PB-B Material: Plaster Location: Kitchen Appearance: white, nonfibrous, homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45895 - 05a Cust. #: 2-PB-B Material: Mortar Location: Kitchen Appearance: beige, fibrous, homogenous Layer: 2 of 3	Asbestos Present: NO No Asbestos Observed	Hair - 2% Other - 98%
Lab ID #: 45895 - 05b Cust. #: 2-PB-B Material: Drywall Location: Kitchen Appearance: beige, fibrous, nonhomogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%

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ARI Report # 13-45895
Date Collected: 05/28/13
Date Received: 05/29/13
Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45895 - 06 Cust. #: 2-PB-C Material: Plaster Location: Living Room Appearance: white, nonfibrous, homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45895 - 06a Cust. #: 2-PB-C Material: Mortar Location: Living Room Appearance: beige, fibrous, homogenous Layer: 2 of 3	Asbestos Present: NO No Asbestos Observed	Hair - 2% Other - 98%
Lab ID #: 45895 - 06b Cust. #: 2-PB-C Material: Drywall Location: Living Room Appearance: beige, fibrous, nonhomogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%

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ARI Report # 13-45895
Date Collected: 05/28/13
Date Received: 05/29/13
Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45895 - 07 Cust. #: 2-PB-D Material: Plaster Location: Bedroom 1st Appearance: white, nonfibrous, homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45895 - 07a Cust. #: 2-PB-D Material: Mortar Location: Bedroom 1st Appearance: beige, fibrous, homogenous Layer: 2 of 3	Asbestos Present: NO No Asbestos Observed	Hair - 2% Other - 98%
Lab ID #: 45895 - 07b Cust. #: 2-PB-D Material: Drywall Location: Bedroom 1st Appearance: beige, fibrous, nonhomogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%

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Date Collected: 05/28/13
Date Received: 05/29/13
Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45895 - 08 Cust. #: 2-PB-E Material: Plaster Location: Bedroom 2nd Floor Appearance: white, nonfibrous, homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45895 - 08a Cust. #: 2-PB-E Material: Mortar Location: Bedroom 2nd Floor Appearance: beige, fibrous, homogenous Layer: 2 of 3	Asbestos Present: NO No Asbestos Observed	Hair - 2% Other - 98%
Lab ID #: 45895 - 08b Cust. #: 2-PB-E Material: Drywall Location: Bedroom 2nd Floor Appearance: beige, fibrous, nonhomogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%

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Date Collected: 05/28/13
Date Received: 05/29/13
Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45895 - 09 Cust. #: 3-FS-A Material: Floor Sheeting, Floral/White Location: Kitchen Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 30% Fiberglass - 5% Synthetic - 3% Other - 62%
Lab ID #: 45895 - 10 Cust. #: 3-FS-B Material: Floor Sheeting, Floral/White Location: Kitchen Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 30% Fiberglass - 5% Synthetic - 3% Other - 62%
Lab ID #: 45895 - 11 Cust. #: 3-FS-C Material: Floor Sheeting, Floral/White Location: Kitchen Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 30% Fiberglass - 5% Synthetic - 3% Other - 62%

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Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45895 - 12 Cust. #: 4-WG-A Material: Window Glaze Location: Garage Windows Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Wollastonite - 2% Other - 98%
Lab ID #: 45895 - 13 Cust. #: 4-WG-B Material: Window Glaze Location: Garage Windows Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Wollastonite - 2% Other - 98%
Lab ID #: 45895 - 14 Cust. #: 4-WG-C Material: Window Glaze Location: Garage Windows Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Wollastonite - 2% Other - 98%

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Date Received: 05/29/13
Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45895 - 15 Cust. #: 5-FP-A Material: Floor Paper, Black Location: All 1st Floor Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 60% Other - 40%
Lab ID #: 45895 - 16 Cust. #: 5-FP-B Material: Floor Paper, Black Location: All 1st Floor Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 60% Other - 40%
Lab ID #: 45895 - 17 Cust. #: 5-FP-C Material: Floor Paper, Black Location: All 1st Floor Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 60% Other - 40%

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Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45895 - 18 Cust. #: 6-FS-A Material: Floor Sheeting, White Location: Bathroom 1st Floor Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 30% Fiberglass - 10% Synthetic - 5% Other - 55%
Lab ID #: 45895 - 19 Cust. #: 6-FS-B Material: Floor Sheeting, White Location: Bathroom 1st Floor Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 30% Fiberglass - 10% Synthetic - 5% Other - 55%
Lab ID #: 45895 - 20 Cust. #: 6-FS-C Material: Floor Sheeting, White Location: Bathroom 1st Floor Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 30% Fiberglass - 10% Synthetic - 5% Other - 55%

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ARI Report # 13-45895
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Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45895 - 21 Cust. #: 7-CT-A Material: 1x1' Ceiling Tile, White, Smooth Location: Mudroom 1st Floor Appearance: brown, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 95% Other - 5%
Lab ID #: 45895 - 22 Cust. #: 7-CT-B Material: 1x1' Ceiling Tile, White, Smooth Location: Mudroom 1st Floor Appearance: brown, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 95% Other - 5%
Lab ID #: 45895 - 23 Cust. #: 7-CT-C Material: 1x1' Ceiling Tile, White, Smooth Location: Mudroom 1st Floor Appearance: brown, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 95% Other - 5%

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Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45895 - 24 Cust. #: 8-DW-A Material: Duct Wrap Location: Basement Appearance: beige, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 40%	Cellulose - 50% Other - 10%
Lab ID #: 45895 - 25 Cust. #: 9-SC-A Material: Stack Cement Location: Basement Appearance: grey, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45895 - 26 Cust. #: 10-EC-A Material: Exterior Caulk, Black Location: Edge of Windows, Doors Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 10%	Other - 90%

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Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45895 - 27 Cust. #: 10-EC-B Material: Exterior Caulk, Black Location: Edge of Windows, Doors Appearance: Layer: of	Asbestos Present: NOT ANALYZED	
Lab ID #: 45895 - 28 Cust. #: 10-EC-C Material: Exterior Caulk, Black Location: Edge of Windows, Doors Appearance: Layer: of	Asbestos Present: NOT ANALYZED	
Lab ID #: Cust. #: Material: Location: Appearance: Layer: of	Asbestos Present:	

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NVLAP Lab Code 102118-0

45895**Apex Research, Inc.**154 Hi Tech Drive, Whitmore Lake, MI 48189. **Phone:** (734) 449-9990, **Fax:** (734) 449-9991.**Web Site:** <http://apexresearch-inc.com>**Client Name:** ATC Associates Inc.**Date of Survey:** 5/28/13**Address:** 46555 Humboldt Drive, Suite 100**Project:** Ypsilanti Township -554 E. Grand Blvd**City, St., Zip:** Novi, MI 48377**Project #:** 39**Phone:** (248) 669-5140**Contact Person:** Rob Smith**Fax:** (248)-669-5147Relinquished By: Date: 5/28/13**RECEIVED**Received By: S. TraceyDate: 5-29-13

MAY 29 2013

APEX RESEARCH

Turn Around Time: (Circle One)	Rush	<u>24 Hour</u>	48 Hour	72 Hour	Other: _____	TTP (Test Till Positive) _____
	Asbestos	Bulk <u>X</u>	Point Count _____	PCM _____		

First Positive Stop***Test All Plasters*******If 5% or****less, then point
count**

Lab ID #	Client ID #	Material	Location	Quantity	Area	Results
1 1-3	1-EC-A-C	Exterior Caulk, white	Edge of windows, doors	12 windows, 2 doors/226 LF		
2 4-8	2-PB-A-E	Plasterboard	Hall, Kitchen, Living Room, Bedroom 1 st , Bedroom 2 nd floor	3700 SF		
3 9-31	3-FS-A-C	Floor Sheeting, floral/white	Kitchen	150 SF		
4 12-14	4-WG-A-C	Window Glaze	Garage Windows	2 windows/12 LF		
5 15-17	5-FP-A-C	Floor paper, black	All 1 st floor	500 SF		
6 18-20	6-FS-A-C	Floor Sheeting, White	Bathroom 1 st floor	50 SF		
7 21-23	7-CT-A-C	1x1' Ceiling Tile, White, smooth	Mudroom 1 st floor	140 SF		
8 24	8-DW-A	Duct Wrap	Basement	120 SF		
9 25	9-SC-A	Stack Cement	Basement	2 SF		
10 26-28	10-EC-A-C	Exterior Caulk - Black	Edge of windows, doors	12 windows, 2 doors/226 LF		

APPENDIX B

SITE PHOTOGRAPHS



Street view of the house at 554 East Grand Boulevard.



View of the side of the house and garage.



View of the back of the house.



View of garage interior.



View of living room.



View of kitchen.



View of 2nd floor room.



View of basement.



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Client Name:	Ypsilanti Township
Project Name:	Pre-Demolition Asbestos Inspections
Project Number:	39.44735.1301
Project Site Address (Subject Property):	597 E. Grand Blvd, Ypsilanti Township, MI
Parcel #	NA
Date of Site Visit:	5/29/2013
Site Contact Name:	Robert Smith
Site Contact Phone Number:	248-669-5140
Asbestos Inspection Performed by:	Charles Gheen (A34985)
Areas Not Accessible:	All areas were accessed.
Number of Floors	2 Story w / Basement & Attic
Asbestos Present (Yes/No/Other)	Yes

On the date indicated above, a State of Michigan Asbestos Inspector Charles Gheen (A34985) from Cardno ATC conducted a pre-demolition Asbestos Containing Material Survey of the unoccupied building at the subject property. The purpose of this survey was to task an accredited asbestos inspector to complete a pre-demolition asbestos survey of the site and provide recommendation options for removal and disposal of asbestos containing materials prior to demolition of the building.

Laboratory reports are included in Appendix A. Photographs of the site are included in Appendix B. The following sections summarize Cardno ATC's findings:

Table I below identifies materials that found to contain asbestos in concentrations greater than 1% and therefore are regulated under the rules of Asbestos in the State of Michigan. Table II identifies materials that were suspect for asbestos and found to either not contain asbestos or contain asbestos in concentrations 1% or less.

**TABLE I
(Asbestos Containing Material)**

ID#	MATERIAL	LOCATION	APPROXIMATE QUANTITIY	RESULT
2-WG-A,B,C	Window Glaze	Exterior Windows	800 LF (30 Windows)	1.5%Chrysotile (Point Count)
3-PL-A,B,C,D,E,F,G	Plaster-White Skim Coat on Grey Scratch Coat	1 st Floor- Living Room, Bathroom, Hall. 2 nd Floor-Living Room, Kitchen, Bathroom	7,000 SF	1.75%Chrysotile (Point Count)
4-FS-A,B,C	Floor Sheeting-Green Flower Pattern	2 nd Floor Kitchen	260 SF	40%Chrysotile
6-FT-A,B,C	9"x 9" Tan/Beige Floor Tile & Backing	2 nd Floor Bedroom	420 SF	2.5% Chrysotile-Tile (Point Count) ND-Backing
7-TPL-A,B,C,D,E	Textured Plaster	2 nd Floor-Kitchen, Hall, Bedroom	480 SF	1.75%Chrysotile (Point Count)
9-TEP-A,B,C	Textured Exterior Paint	Exterior Walls	3,400 SF	1.25%Chrysotile (Point Count)
13-DW-A	Duct Wrap	Basement Ducts	40SF	80%Chrysotile
14-CP-A,B,C	Silver and Brown Corrugated Paper	Basement Debris	100 SF	40%Chrysotile

**TABLE II
(Non-ACM Suspect Material)**

ID#	MATERIAL	LOCATION	APPROXIMATE QUANTITIY	RESULT
1-EC-A,B,C	Exterior Caulk	Edge of Windows and Doors	500 LF (30 Windows/ 4 Doors)	ND

**TABLE II
(Non-ACM Suspect Material)**

ID#	MATERIAL	LOCATION	APPROXIMATE QUANTITY	RESULT
5-FS-A,B,C	Floor Sheeting-Grey/Black	1 st Floor Hall	20 SF	ND
8-TPL-A,B,C	Textured Plaster	2 nd Floor-Living Room	280 SF	ND
10-CT-A,B,C	1X1' Ceiling Tile	2 nd Floor-Bath, 1 st Floor-Kitchen	400 SF	ND
11-WBS-A,B,C	Wall Board System	2 nd Floor-Kitchen and Living Room	400 SF	ND
12-TPL-A,B,C	Textured Plaster	1 st Floor Living Room	480 SF	ND
15-FS-A,B,C	Floor Sheeting	1 st Floor- Back Bedroom Shelves	20 SF	ND
16-SC-A	Stack Cement	Basement at Furnace Exhaust	2 SF	ND

ND= No asbestos detected

NA= Not applicable

No other suspect ACM's were observed on the site. Although not anticipated based on surface observations, underground structures that could contain ACM may be present and should be managed accordingly if encountered during Site redevelopment.

Asbestos is a hazardous substance. Its condition, handling and disposal are regulated by federal, state, and local agencies. ACMs generally do not pose a health threat unless the asbestos fibers are disturbed, become airborne and are inhaled. Contractors working in an area where asbestos is present must be informed of the type and location of ACMs. Abatement of ACMs, including non-friable ACMs, must be performed by a Michigan licensed, certified and registered asbestos abatement contractor in accordance with state and federal Occupational Safety and Health Administration (OSHA) and local air quality management regulations.

Lead-based paint may be present on the site and is a hazardous substance. Its condition, handling and disposal are regulated by federal, state, and local agencies. LBP generally does not pose a health threat unless particles are disturbed, become airborne and are inhaled or ingested. Contractors and their employers that will be disturbing the building during demolition should follow all applicable requirements in the OSHA Lead in Construction Standard.

Further testing may be required of debris generated from demolition activities to determine whether the debris should be disposed as hazardous waste under the Resource Conservation and Recovery Act (RCRA) in accordance with 40-CFR Part 261 Subpart C.

Universal wastes not listed in this ACM report may be encountered prior to demolition that require disposal. Contractors should identify universal wastes that may exist on the premises and dispose according to all applicable Local, State, and Federal Requirements.

RECOMMENDATIONS:

Except for the following items listed below, Section 61.145(c) of the Asbestos NESHAP requires that each owner or operator of a demolition or renovation activity involving RACM remove all such material from a facility being demolished or renovated before any activity begins that would break up, dislodge, or similarly disturb the material or preclude access to the material for subsequent removal.

ACM need not be removed before demolition if it:

- (i) Is a Category I non-friable ACM that is not friable.
- (ii) Is on a facility component that is encased in concrete or other similarly hard material and is adequately wet whenever exposed during demolition.
- (iii) Was not accessible for testing and therefore was not discovered until after demolition began and, as a result of the demolition, cannot be safely removed. If not removed for safety reasons, the exposed RACM and any asbestos-contaminated debris must be treated as asbestos-containing waste material and kept adequately wet at all times until disposed of.
- (iv) Is a Category II non-friable ACM and the probability is low that the material will become crumbled, pulverized, or reduced to powder during demolition.

Demolition with Roofing Materials in Place is covered under the NESHAP regulations (40 CFR Part 61 Subpart M).

Roofing materials were generally not tested during this inspection and therefore the roofing material should be assumed to be Category I asbestos-containing roofing materials.

Since demolition activities do not include sanding, grinding, cutting, or abrading, Category I asbestos-containing roofing materials not in poor condition and not friable are not considered RACM and are allowed to remain in place during demolition.

If the asbestos-containing roofing material is not in poor condition and is not friable, it may be disposed of in a landfill which accepts ordinary demolition waste.

The asbestos-containing roofing material may not be ground up for recycling into other products.

In addition, contractors should ensure they follow all OSHA regulations pertaining to demolition of Category I ACM materials. Category I or II nonfriable ACM that is not subject to 61.150(a)(3) would still have to be disposed of in a landfill that accepts building debris, in a landfill that operates in accordance with 61.154, or at a facility that operates in accordance with 61.155.

Cardno ATC recommends:

A licensed asbestos abatement company in the State of Michigan should remove the following materials according to the NESHAP standard prior to demolition:

1. All Materials Identified in Table 1.

LIMITATIONS:

The results, findings, conclusions, and recommendations expressed in the report are based only on conditions that were noted during Cardno ATC's Asbestos Containing Material Survey of the vacant above-referenced property located in Ypsilanti, Michigan.

Any conditions or materials that could not be visually identified through limited destructive sampling were not inspected and may differ from those conditions or materials noted. The user of this report should keep in mind that conditions may change with time and observations made by Cardno ATC at the time of the Site reconnaissance may not be consistent with future observations made by others. Additional materials may be encountered during the demolition process and may require further sampling to determine disposal criteria.

The report is designed to aid the building owner, architect, construction manager, general contractors, and potential asbestos abatement contractors in locating asbestos building materials to be removed prior to demolition activities.

Under ***no*** circumstances is the report to be utilized as a bidding document or as a project specification document. Contractors bidding the demolition of this Site should field verify project information.

Cardno ATC appreciates the opportunity to be of service to Ypsilanti Township on this project. In the meantime, if you have questions regarding the information in this report or if we can be of further assistance do not hesitate to contact our office at (248) 669-5140.

APPENDIX A

LABORATORY & CHAIN-OF-CUSTODY FORMS



Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

Project: Ypsilanti - 597

Report To:
Mr. Rob Smith
Cardno ATC
46555 Humboldt, Ste. 100
Novi, MI 48377

ARI Report # 13-45898
Date Collected: 05/28/13
Date Received: 05/29/13
Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45898 - 01 Cust. #: 1-EC-A Material: Exterior Caulk Location: Exterior Doors and Windows Appearance: white,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45898 - 02 Cust. #: 1-EC-B Material: Exterior Caulk Location: Exterior Doors and Windows Appearance: white,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45898 - 03 Cust. #: 1-EC-C Material: Exterior Caulk Location: Exterior Doors and Windows Appearance: white,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45898 - 04 Cust. #: 2-WG-A Material: Window Glaze Location: Exterior Windows Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 1.5% POINT COUNT RESULT	Other - 98.5%
Lab ID #: 45898 - 05 Cust. #: 2-WG-B Material: Window Glaze Location: Exterior Windows Appearance: Layer: of	Asbestos Present: NOT ANALYZED	
Lab ID #: 45898 - 06 Cust. #: 2-WG-C Material: Window Glaze Location: Exterior Windows Appearance: Layer: of	Asbestos Present: NOT ANALYZED	

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45898 - 07 Cust. #: 3-PL-A Material: Plaster Location: 1st Living Room Appearance: white, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45898 - 07a Cust. #: 3-PL-A Material: Mortar Location: 1st Living Room Appearance: beige, fibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Hair - 2% Other - 98%
Lab ID #: 45898 - 08 Cust. #: 3-PL-B Material: Plaster Location: 1st Kitchen Appearance: white, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45898 - 08a Cust. #: 3-PL-B Material: Mortar Location: 1st Kitchen Appearance: beige, fibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Hair - 2% Other - 98%
Lab ID #: 45898 - 09 Cust. #: 3-PL-C Material: Texture Location: 1st Bathroom Appearance: beige, fibrous, homogenous Layer: 1 of 3	Asbestos Present: YES Chrysotile - 1.75% POINT COUNT RESULT	Other - 98.25%
Lab ID #: 45898 - 09a Cust. #: 3-PL-C Material: Plaster Location: 1st Bathroom Appearance: white, nonfibrous, homogenous Layer: 2 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45898 - 09b Cust. #: 3-PL-C Material: Mortar Location: 1st Bathroom Appearance: grey, fibrous, homogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Hair - 2% Other - 98%
Lab ID #: 45898 - 10 Cust. #: 3-PL-D Material: Plaster Location: 1st Hall Appearance: white, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45898 - 10a Cust. #: 3-PL-D Material: Mortar Location: 1st Hall Appearance: beige, fibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Hair - 2% Other - 98%

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 Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45898 - 11 Cust. #: 3-PL-E Material: Plaster Location: 2nd Living Room Appearance: white, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45898 - 11a Cust. #: 3-PL-E Material: Mortar Location: 2nd Living Room Appearance: beige, fibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Hair - 2% Other - 98%
Lab ID #: 45898 - 12 Cust. #: 3-PL-F Material: Texture Location: 2nd Kitchen Appearance: beige, Layer: 1 of 3	Asbestos Present: NOT ANALYZED	

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45898 - 12a Cust. #: 3-PL-F Material: Plaster Location: 2nd Kitchen Appearance: white, nonfibrous, homogenous Layer: 2 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45898 - 12b Cust. #: 3-PL-F Material: Mortar Location: 2nd Kitchen Appearance: beige, fibrous, homogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Hair - 2% Other - 98%
Lab ID #: 45898 - 13 Cust. #: 3-PL-G Material: Texture Location: 2nd Bath Appearance: Layer: 1 of 3	Asbestos Present: NOT ANALYZED	

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45898 - 13a Cust. #: 3-PL-G Material: Plaster Location: 2nd Bath Appearance: white, nonfibrous, homogenous Layer: 2 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45898 - 13b Cust. #: 3-PL-G Material: Mortar Location: 2nd Bath Appearance: beige, fibrous, homogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Hair - 2% Other - 98%
Lab ID #: 45898 - 14 Cust. #: 4-FS-A Material: Floor Sheeting Green Flower Pattern Location: 2nd Kitchen Appearance: green, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 40%	Cellulose - 5% Other - 55%

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45898 - 15 Cust. #: 4-FS-B Material: Floor Sheeting Green Flower Pattern Location: 2nd Kitchen Appearance: Layer: of	Asbestos Present: NOT ANALYZED	
Lab ID #: 45898 - 16 Cust. #: 4-FS-C Material: Floor Sheeting Green Flower Pattern Location: 2nd Kitchen Appearance: Layer: of	Asbestos Present: NOT ANALYZED	
Lab ID #: 45898 - 17 Cust. #: 5-FS-A Material: Floor Sheeting Grey/Black Location: 2nd FL hall Appearance: grey, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 50% Other - 50%

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45898 - 18 Cust. #: 5-FS-B Material: Floor Sheeting Grey/Black Location: 2nd FL hall Appearance: grey, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 50% Other - 50%
Lab ID #: 45898 - 19 Cust. #: 5-FS-C Material: Floor Sheeting Grey/Black Location: 2nd FL hall Appearance: grey, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 50% Other - 50%
Lab ID #: 45898 - 20 Cust. #: 6-FT-A Material: 9x9 Tan/Beige Floor Tile Location: 2nd FL Bedrooms Appearance: beige, fibrous, homogenous Layer: 1 of 2	Asbestos Present: YES Chrysotile - 2.5% POINT COUNT RESULT	Other - 97.5%

For Layered Samples, each component will be analyzed and reported separately.

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45898 - 20a Cust. #: 6-FT-A Material: Backing Location: 2nd FL Bedrooms Appearance: black, fibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 50% Other - 50%
Lab ID #: 45898 - 21 Cust. #: 6-FT-B Material: 9x9 Tan/Beige Floor Tile Location: 2nd FL Bedrooms Appearance: Layer: of	Asbestos Present: NOT ANALYZED	
Lab ID #: 45898 - 22 Cust. #: 6-FT-C Material: 9x9 Tan/Beige Floor Tile Location: 2nd FL Bedrooms Appearance: Layer: of	Asbestos Present: NOT ANALYZED	

For Layered Samples, each component will be analyzed and reported separately.

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45898 - 23 Cust. #: 7-TPL-A Material: Textured Plaster, Top Location: 2nd Kitchen Appearance: white, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45898 - 23a Cust. #: 7-TPL-A Material: Textured Plaster, Bottom Location: 2nd Kitchen Appearance: beige, fibrous, homogenous Layer: 2 of 2	Asbestos Present: YES Chrysotile - 1.75% POINT COUNT RESULT	Other - 98.25%
Lab ID #: 45898 - 24 Cust. #: 7-TPL-B Material: Textured Plaster Location: 2nd Hall Appearance: Layer: of	Asbestos Present: NOT ANALYZED	

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45898 - 25 Cust. #: 7-TPL-C Material: Textured Plaster Location: 2nd Bedroom Appearance: Layer: of	Asbestos Present: NOT ANALYZED	
Lab ID #: 45898 - 26 Cust. #: 8-TPL-A Material: Textured Plaster Location: 2nd FL Living Room Appearance: white,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45898 - 27 Cust. #: 8-TPL-B Material: Textured Plaster Location: 2nd FL Living Room Appearance: white,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45898 - 28 Cust. #: 8-TPL-C Material: Textured Plaster Location: 2nd FL Living Room Appearance: white, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45898 - 29 Cust. #: 9-TEP-A Material: Textured Exterior Paint Location: Exterior Walls Appearance: green, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 1.25% POINT COUNT RESULT	Other - 98.75%
Lab ID #: 45898 - 30 Cust. #: 9-TEP-B Material: Textured Exterior Paint Location: Exterior Walls Appearance: Layer: of	Asbestos Present: NOT ANALYZED	

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

Test Method EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples tested and to insure the integrity of the results, may only be reproduced in full. This certificate may not be used by the customer to claim product endorsement by NVLAP or any agency of the US Government. APEX Research Inc. is not responsible for the accuracy of the results for layered samples or samples comprising multiple materials. Liability limited to cost of analysis.



NVLAP Lab Code 102118-0

Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)



Project: Ypsilanti - 597

Report To:
 Mr. Rob Smith
 Cardno ATC
 46555 Humboldt, Ste. 100
 Novi, MI 48377

ARI Report # 13-45898
 Date Collected: 05/28/13
 Date Received: 05/29/13
 Date Analyzed: 05/30/13
 Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45898 - 31 Cust. #: 9-TEP-C Material: Textured Exterior Paint Location: Exterior Walls Appearance: Layer: of	Asbestos Present: NOT ANALYZED	
Lab ID #: 45898 - 32 Cust. #: 10-CT-A Material: 1x1 Ceiling Tile Location: 2nd Bath Appearance: brown, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 95% Other - 5%
Lab ID #: 45898 - 33 Cust. #: 10-CT-B Material: 1x1 Ceiling Tile Location: 1st Kitchen Appearance: brown, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 95% Other - 5%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Project: Ypsilanti - 597

Report To:

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Cardno ATC
46555 Humboldt, Ste. 100
Novi, MI 48377

ARI Report # 13-45898
Date Collected: 05/28/13
Date Received: 05/29/13
Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45898 - 34 Cust. #: 10-CT-C Material: 1x1 Ceiling Tile Location: 1st Kitchen Appearance: brown, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 95% Other - 5%
Lab ID #: 45898 - 35 Cust. #: 11-WBS-A Material: Wall Board System Location: 2nd Floor Kitchen Appearance: beige, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%
Lab ID #: 45898 - 36 Cust. #: 11-WBS-B Material: Wall Board System Location: 2nd Floor Living Room Appearance: beige, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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NVLAP Lab Code 102118-0



Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

Project: Ypsilanti - 597

Report To:

Mr. Rob Smith
 Cardno ATC
 46555 Humboldt, Ste. 100
 Novi, MI 48377

ARI Report # 13-45898
 Date Collected: 05/28/13
 Date Received: 05/29/13
 Date Analyzed: 05/30/13
 Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45898 - 37 Cust. #: 11-WBS-C Material: Wall Board System Location: 2nd Floor Living Room Appearance: beige, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%
Lab ID #: 45898 - 38 Cust. #: 12-TPL-A Material: Textured Plaster Location: 1st Floor Living Room Appearance: white, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45898 - 39 Cust. #: 12-TPL-B Material: Textured Plaster Location: 1st Floor Living Room Appearance: white, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

Test Method EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples tested and to insure the integrity of the results, may only be reproduced in full. This certificate may not be used by the customer to claim product endorsement by NVLAP or any agency of the US Government. APEX Research Inc. is not responsible for the accuracy of the results for layered samples or samples comprising multiple materials. Liability limited to cost of analysis.



NVLAP Lab Code 102118-0

Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)



Project: Ypsilanti - 597

Report To:
 Mr. Rob Smith
 Cardno ATC
 46555 Humboldt, Ste. 100
 Novi, MI 48377

ARI Report # 13-45898
 Date Collected: 05/28/13
 Date Received: 05/29/13
 Date Analyzed: 05/30/13
 Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45898 - 40 Cust. #: 12-TPL-C Material: Textured Plaster Location: 1st Floor Living Room Appearance: white, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45898 - 41 Cust. #: 13-DW-A Material: Duct Wrap Location: Basement Ducts Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 80%	Other - 20%
Lab ID #: 45898 - 42 Cust. #: 14-CP-A Material: Silver & Brown Corrugated Paper Location: Basement Debris Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 40%	Cellulose - 30% Other - 30%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Test Method, Polarized Light Microscopy (PLM)



Project: Ypsilanti - 597

Report To:
 Mr. Rob Smith
 Cardno ATC
 46555 Humboldt, Ste. 100
 Novi, MI 48377

ARI Report # 13-45898
 Date Collected: 05/28/13
 Date Received: 05/29/13
 Date Analyzed: 05/30/13
 Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45898 - 43 Cust. #: 14-CP-B Material: Silver & Brown Corrugated Paper Location: Basement Debris Appearance: Layer: of	Asbestos Present: NOT ANALYZED	
Lab ID #: 45898 - 44 Cust. #: 14-CP-C Material: Silver & Brown Corrugated Paper Location: Basement Debris Appearance: Layer: of	Asbestos Present: NOT ANALYZED	
Lab ID #: 45898 - 45 Cust. #: 15-FS-A Material: Floor Sheeting Location: 1st Floor Back Bedroom Shelves Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 50% Other - 50%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

Test Method EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples tested and to insure the integrity of the results, may only be reproduced in full. This certificate may not be used by the customer to claim product endorsement by NVLAP or any agency of the US Government. APEX Research Inc. is not responsible for the accuracy of the results for layered samples or samples comprising multiple materials. Liability limited to cost of analysis.



NVLAP Lab Code 102118-0

Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)



Project: Ypsilanti - 597

Report To:
 Mr. Rob Smith
 Cardno ATC
 46555 Humboldt, Ste. 100
 Novi, MI 48377

ARI Report # 13-45898
 Date Collected: 05/28/13
 Date Received: 05/29/13
 Date Analyzed: 05/30/13
 Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45898 - 46 Cust. #: 15-FS-B Material: Floor Sheeting Location: 1st Floor Back Bedroom Shelves Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 50% Other - 50%
Lab ID #: 45898 - 47 Cust. #: 15-FS-C Material: Floor Sheeting Location: 1st Floor Back Bedroom Shelves Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 50% Other - 50%
Lab ID #: 45898 - 48 Cust. #: 16-SC-A Material: Stack Cement Location: Basement at Furnace Exhaust Appearance: grey, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

Test Method EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples tested and to insure the integrity of the results, may only be reproduced in full. This certificate may not be used by the customer to claim product endorsement by NVLAP or any agency of the US Government. APEX Research Inc. is not responsible for the accuracy of the results for layered samples or samples comprising multiple materials. Liability limited to cost of analysis.



NVLAP Lab Code 102118-0

Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)



Project: Ypsilanti - 597

Report To:
 Mr. Rob Smith
 Cardno ATC
 46555 Humboldt, Ste. 100
 Novi, MI 48377

ARI Report # 13-45898
 Date Collected: 05/28/13
 Date Received: 05/29/13
 Date Analyzed: 05/30/13
 Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45898 - 49 Cust. #: 7-TPL-D Material: Textured Plaster Location: Appearance: Layer: of	Asbestos Present: NOT ANALYZED	
Lab ID #: 45898 - 50 Cust. #: 7-TPL-E Material: Textured Plaster Location: Appearance: Layer: of	Asbestos Present: NOT ANALYZED	
Lab ID #: Cust. #: Material: Location: Appearance: Layer: of	Asbestos Present:	

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

Test Method EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples tested and to insure the integrity of the results, may only be reproduced in full. This certificate may not be used by the customer to claim product endorsement by NVLAP or any agency of the US Government. APEX Research Inc. is not responsible for the accuracy of the results for layered samples or samples comprising multiple materials. Liability limited to cost of analysis.



NVLAP Lab Code 102118-0

APEX #

45898**Apex Research, Inc.**ii Tech Drive, Whitmore Lake, MI 48189. **Phone:** (734) 449-9990, **Fax:** (734) 449-9991.**Web Site:** <http://apexresearch-inc.com>

Client Name: CARDNO ATC
Address: 46555 Humboldt Drive, Suite 100
City, St., Zip: Novi, MI 48377
Phone: (248) 669-5140
Fax: (248)-669-5147

Date of Survey: 5/28/13
Project: Ypsilanti-597 Grand
Project #: _____
Contact Person: Rob Smith

Relinquished By: Charles Gheen

Date: 5/29/13

Received By: S. Tracy
 Date: 5-29-13 MAY 29 2013

RECEIVED

Turn Around Time: (Circle One)	Rush	24 Hour X	48 Hour	72 Hour	Other: _____	TTP (Test Till Positive) _____
	Asbestos	Bulk <u>X</u>	Point Count _____	PCM _____		

***First Positive Stop**
****Test All Plasters**
*****If 5% or less, then point count**

Lab ID #	Client ID #	Material	Location	Quantity	Area	Results
1	1-EC-A	Exterior Caulk	Exterior Doors and Windows	500 LF		
2	1-EC-B	Exterior Caulk	Exterior Doors and Windows			
3	1-EC-C	Exterior Caulk	Exterior Doors and Windows			
4	2-WG-A	Window Glaze	Exterior Windows	800 LF		
5	2-WG-B	Window Glaze	Exterior Windows			
6	2-WG-C	Window Glaze	Exterior Windows			
7	3-PL-A	White Skim Coat on Grey Scratch Coat Plaster	1 st Living Room	7000 SF		
8	3-PL-B	White Skim Coat on Grey Scratch Coat Plaster	1 st Kitchen			
9	3-PL-C	White Skim Coat on Grey Scratch Coat Plaster	1 st Bathroom			
10	3-PL-D	White Skim Coat on Grey Scratch Coat Plaster	1 st Hall			
11	3-PL-E	White Skim Coat on Grey Scratch Coat	2 nd Living Room			

45898

RECEIVED

Apex Research, Inc.

11054 Hi Tech Drive, Whitmore Lake, MI 48189. Phone: (734) 449-9990, Fax: (734) 449-9991.

← MAY 29 2013

Web Site: <http://apexresearch-inc.com>

APEX RESEARCH

		Plaster			
12	3-PL-F	White Skim Coat on Grey Scratch Coat Plaster	2 nd Kitchen		
13	3-PL-G	White Skim Coat on Grey Scratch Coat Plaster	2 nd Bath		
14	4-FS-A	Floor Sheeting Green Flower Pattern	2 nd Kitchen	260 SF	
15	4-FS-B	Floor Sheeting Green Flower Pattern	2 nd Kitchen		
16	4-FS-C	Floor Sheeting Green Flower Pattern	2 nd Kitchen		
17	5-FS-A	Floor Sheeting Grey/Black	2 nd Fl Hall	20 SF	
18	5-FS-B	Floor Sheeting Grey/Black	2 nd Fl Hall		
19	5-FS-C	Floor Sheeting Grey/Black	2 nd Fl Hall		
20	6-FT-A	9X9 Tan /Beige Floor Tile	2 nd Fl Bed Rooms	420 SF	
21	6-FT-B	9X9 Tan /Beige Floor Tile	2 nd Fl Bed Rooms		
22	6-FT-C	9X9 Tan /Beige Floor Tile	2 nd Fl Bed Rooms		
23	7-TPL-A	Textured Plaster	2 nd Kitchen	480 SF	
24	7-TPL-B	Textured Plaster	2 nd Hall		
25	7-TPL-C	Textured Plaster	2 nd Bed Room		
26	8-TPL-A	Textured Plaster	2 nd Fl Living Room	280 SF	
27	8-TPL-B	Textured Plaster	2 nd Fl Living Room		
28	8-TPL-C	Textured Plaster	2 nd Fl Living Room		
29	9-TEP-A	Textured Exterior Paint	Exterior Walls	3400 SF	
30	9-TEP-B	Textured Exterior Paint	Exterior Walls		
31	9-TEP-C	Textured Exterior Paint	Exterior Walls		
32	10-CT-A	1X1 Ceiling Tile	2 nd Bath	400 SF	
33	10-CT-B	1X1 Ceiling Tile	1 st Kitchen		
34	10-CT-C	1X1 Ceiling Tile	1 st Kitchen		
35	11-WBS-A	Wall Board System	2 nd Floor Kitchen	400 SF	
36	11-WBS-B	Wall Board System	2 nd Floor Living Room		
37	11-WBS-C	Wall Board System	2 nd Floor Living Room		

45898

Apex Research, Inc.11054 Hi Tech Drive, Whitmore Lake, MI 48189. **Phone:** (734) 449-9990, **Fax:** (734) 449-9991.**Web Site:** <http://apexresearch-inc.com>

38	12-TPL-A	Textured Plaster	1 st Floor Living Room	480 SF		
39	12-TPL-B	Textured Plaster	1 st Floor Living Room			
40	12-TPL-C	Textured Plaster	1 st Floor Living Room			
41	13-DW-A	Duct Wrap	Basement Ducts	40 SF		
42	14-CP-A	Silver and Brown Corrugated Paper	Basement Debris	100 SF		
43	14-CP-B	Silver and Brown Corrugated Paper	Basement Debris			
44	14-CP-C	Silver and Brown Corrugated Paper	Basement Debris			
45	15-FS-A	Floor Sheeting	1 st Floor Back Bed Room Shelves	20 SF		
46	15-FS-B	Floor Sheeting	1 st Floor Back Bed Room Shelves			
47	15-FS-C	Floor Sheeting	1 st Floor Back Bed Room Shelves			
48	16-SC-A	Stack Cement	Basement at Furnace Exhaust	2SF		
49	7-TPL-D	Textured Plaster				
50	7-TPL-E	textured Plaster				

Relinquished By: _____

Date: _____

RECEIVED

Received By: _____

41

MAY 29 2013

Date: _____

APEX RESEARCH

***Terms and conditions on reverse side.



APPENDIX B

SITE PHOTOGRAPHS



Street view of the house at 597 East Grand Boulevard.



View of the side of the house.



View of the back of the house.



View of 1st floor living room.



View of 1st floor kitchen.



View of 1st floor bedroom.



View of 2nd floor living room and kitchen.



View of 2nd floor bedroom.



View of attic.



View of basement.



Cardno ATC

46555 Humboldt Dr.
Suite 100
Novi, MI 48377

Phone +1 248 669 5140
Fax +1 248 669 5147
www.cardno.com

www.cardnoatc.com

Client Name:	Ypsilanti Township
Project Name:	Pre-Demolition Asbestos Inspections
Project Number:	39.44735.1301
Project Site Address (Subject Property):	2371 Wiard CT, Ypsilanti Township, MI
Parcel #	NA
Date of Site Visit:	5/29/2013
Site Contact Name:	Robert Smith
Site Contact Phone Number:	248-669-5140
Asbestos Inspection Performed by:	Charles Gheen (A34985)
Areas Not Accessible:	All areas were accessed.
Number of Floors	1 Story w/Attic & Crawlspace
Asbestos Present (Yes/No/Other)	Yes

On the date indicated above, a State of Michigan Asbestos Inspector Charles Gheen (A34985) from Cardno ATC conducted a pre-demolition Asbestos Containing Material Survey of the unoccupied building at the subject property. The purpose of this survey was to task an accredited asbestos inspector to complete a pre-demolition asbestos survey of the site and provide recommendation options for removal and disposal of asbestos containing materials prior to demolition of the building.

Laboratory reports are included in Appendix A. Photographs of the site are included in Appendix B. The following sections summarize Cardno ATC's findings:

Table I below identifies materials that found to contain asbestos in concentrations greater than 1% and therefore are regulated under the rules of Asbestos in the State of Michigan. Table II identifies materials that were suspect for asbestos and found to either not contain asbestos or contain asbestos in concentrations 1% or less.

**TABLE I
(Asbestos Containing Material)**

ID#	MATERIAL	LOCATION	APPROXIMATE QUANTITY	RESULT
2-WG-A,B,C	Widow Glaze	Exterior Windows	460 LF (14 Windows)	6%Chrysotile
8-MB-A	Mill Board	Kitchen Utility Closet	4 SF	50%Chrysotile

**TABLE II
(Non-ACM Suspect Material)**

ID#	MATERIAL	LOCATION	APPROXIMATE QUANTITY	RESULT
1-EC-A,B,C	Exterior Caulk	Edge of Windows and Doors	380LF (14 Windows/ 2 Doors)	ND
3-PL-A,B,C,D,E	Plaster	Kitchen, Living Room, Bedroom. And Bathroom	4,400 SF	ND-All Layers
4-WBS-A,B,C,D,E,F,G	Wall Board System	Attic, Kitchen, Living Room, Bedroom1, Bedroom2, Bathroom, Kitchen Utility Closet	5,600SF	ND-all layers
5-FS-A,B,C	Floor Sheeting & Adhesive	Stairs to 2 nd Floor,	60 SF	ND-Both Layers
6-FS-A,B,C	Floor Sheeting	Bathroom	80 SF	ND
7-SC-A	Stack Cement	Kitchen Utility Closet	2 SF	ND
9-VP-A,B,C	Black Vapor Paper	Exterior Under Siding	1,600 SF	ND

**TABLE II
(Non-ACM Suspect Material)**

ID#	MATERIAL	LOCATION	APPROXIMATE QUANTITY	RESULT
10-FS-A,B,C	Floor Sheeting	Attic Floor under Carpet and Wood	400 SF	ND
11-CI-A,B,C	Ceiling Insulation	Kitchen and Living Room	1,400 SF	ND
12-MLF-A,B,C	Multi-Layer Flooring	Kitchen	300 SF	ND

ND= No asbestos detected

NA= Not applicable

No other suspect ACM's were observed on the site. Although not anticipated based on surface observations, underground structures that could contain ACM may be present and should be managed accordingly if encountered during Site redevelopment.

Asbestos is a hazardous substance. Its condition, handling and disposal are regulated by federal, state, and local agencies. ACMs generally do not pose a health threat unless the asbestos fibers are disturbed, become airborne and are inhaled. Contractors working in an area where asbestos is present must be informed of the type and location of ACMs. Abatement of ACMs, including non-friable ACMs, must be performed by a Michigan licensed, certified and registered asbestos abatement contractor in accordance with state and federal Occupational Safety and Health Administration (OSHA) and local air quality management regulations.

Lead-based paint may be present on the site and is a hazardous substance. Its condition, handling and disposal are regulated by federal, state, and local agencies. LBP generally does not pose a health threat unless particles are disturbed, become airborne and are inhaled or ingested. Contractors and their employers that will be disturbing the building during demolition should follow all applicable requirements in the OSHA Lead in Construction Standard.

Further testing may be required of debris generated from demolition activities to determine whether the debris should be disposed as hazardous waste under the Resource Conservation and Recovery Act (RCRA) in accordance with 40-CFR Part 261 Subpart C.

Universal wastes not listed in this ACM report may be encountered prior to demolition that require disposal. Contractors should identify universal wastes that may exist on the premises and dispose according to all applicable Local, State, and Federal Requirements.

RECOMMENDATIONS:

Except for the following items listed below, Section 61.145(c) of the Asbestos NESHAP requires that each owner or operator of a demolition or renovation activity involving RACM remove all such material from a facility being demolished or renovated before any activity begins that would break up, dislodge, or similarly disturb the material or preclude access to the material for subsequent removal.

ACM need not be removed before demolition if it:

- (i) Is a Category I non-friable ACM that is not friable.
- (ii) Is on a facility component that is encased in concrete or other similarly hard material and is adequately wet whenever exposed during demolition.
- (iii) Was not accessible for testing and therefore was not discovered until after demolition began and, as a result of the demolition, cannot be safely removed. If not removed for safety reasons, the exposed RACM and any asbestos-contaminated debris must be treated as asbestos-containing waste material and kept adequately wet at all times until disposed of.
- (iv) Is a Category II non-friable ACM and the probability is low that the material will become crumbled, pulverized, or reduced to powder during demolition.

Demolition with Roofing Materials in Place is covered under the NESHAP regulations (40 CFR Part 61 Subpart M).

Roofing materials were generally not tested during this inspection and therefore the roofing material should be assumed to be Category I asbestos-containing roofing materials.

Since demolition activities do not include sanding, grinding, cutting, or abrading, Category I asbestos-containing roofing materials not in poor condition and not friable are not considered RACM and are allowed to remain in place during demolition.

If the asbestos-containing roofing material is not in poor condition and is not friable, it may be disposed of in a landfill which accepts ordinary demolition waste.

The asbestos-containing roofing material may not be ground up for recycling into other products.

In addition, contractors should ensure they follow all OSHA regulations pertaining to demolition of Category I ACM materials. Category I or II nonfriable ACM that is not subject to 61.150(a)(3) would still have to be disposed of in a landfill that accepts building debris, in a landfill that operates in accordance with 61.154, or at a facility that operates in accordance with 61.155.

Cardno ATC recommends:

A licensed asbestos abatement company in the State of Michigan should remove the following materials according to the NESHAP standard prior to demolition:

1. All Materials Identified in Table 1.

LIMITATIONS:

The results, findings, conclusions, and recommendations expressed in the report are based only on conditions that were noted during Cardno ATC's Asbestos Containing Material Survey of the vacant above-referenced property located in Ypsilanti, Michigan

Any conditions or materials that could not be visually identified through limited destructive sampling were not inspected and may differ from those conditions or materials noted. The user of this report should keep in mind that conditions may change with time and observations made by Cardno ATC at the time of the Site reconnaissance may not be consistent with future observations made by others. Additional materials may be encountered during the demolition process and may require further sampling to determine disposal criteria.

The report is designed to aid the building owner, architect, construction manager, general contractors, and potential asbestos abatement contractors in locating asbestos building materials to be removed prior to demolition activities.

Under no circumstances is the report to be utilized as a bidding document or as a project specification document. Contractors bidding the demolition of this Site should field verify project information.

Cardno ATC appreciates the opportunity to be of service to Ypsilanti Township on this project. In the meantime, if you have questions regarding the information in this report or if we can be of further assistance do not hesitate to contact our office at (248) 669-5140.

APPENDIX A

LABORATORY & CHAIN-OF -CUSTODY FORMS



Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

Project: Ypsilanti 2371

Report To:

Mr. Rob Smith
Cardno ATC
46555 Humboldt, Ste. 100
Novi, MI 48377

ARI Report # 13-45896
Date Collected: 05/24/13
Date Received: 05/29/13
Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45896 - 01 Cust. #: 1-EC-A Material: Exterior Caulk Location: Exterior Doors and Windows Appearance: white,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45896 - 02 Cust. #: 1-EC-B Material: Exterior Caulk Location: Exterior Doors and Windows Appearance: white,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45896 - 03 Cust. #: 1-EC-C Material: Exterior Caulk Location: Exterior Doors and Windows Appearance: white,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)



Project: Ypsilanti 2371

Report To:
 Mr. Rob Smith
 Cardno ATC
 46555 Humboldt, Ste. 100
 Novi, MI 48377

ARI Report # 13-45896
 Date Collected: 05/24/13
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 Date Analyzed: 05/30/13
 Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45896 - 04 Cust. #: 2-WG-A Material: Window Glaze Location: Exterior Windows Appearance: grey, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 6%	Other - 94%
Lab ID #: 45896 - 05 Cust. #: 2-WG-B Material: Window Glaze Location: Exterior Windows Appearance: Layer: of	Asbestos Present: NOT ANALYZED	
Lab ID #: 45896 - 06 Cust. #: 2-WG-C Material: Window Glaze Location: Exterior Windows Appearance: Layer: of	Asbestos Present: NOT ANALYZED	

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45896 - 07 Cust. #: 3-PL-A Material: Texture Location: Kitchen Appearance: white, fibrous, homogenous Layer: 1 of 4	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 45896 - 07a Cust. #: 3-PL-A Material: Plaster Location: Kitchen Appearance: white, nonfibrous, homogenous Layer: 2 of 4	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45896 - 07b Cust. #: 3-PL-A Material: Mortar Location: Kitchen Appearance: grey, fibrous, homogenous Layer: 3 of 4	Asbestos Present: NO No Asbestos Observed	Cellulose - 2% Other - 98%

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45896 - 07c Cust. #: 3-PL-A Material: Drywall Location: Kitchen Appearance: white, fibrous, nonhomogenous Layer: 4 of 4	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%
Lab ID #: 45896 - 08 Cust. #: 3-PL-B Material: Texture Location: Living Room Appearance: white, fibrous, homogenous Layer: 1 of 4	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 45896 - 08a Cust. #: 3-PL-B Material: Plaster Location: Living Room Appearance: white, nonfibrous, homogenous Layer: 2 of 4	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45896 - 08b Cust. #: 3-PL-B Material: Mortar Location: Living Room Appearance: grey, fibrous, homogenous Layer: 3 of 4	Asbestos Present: NO No Asbestos Observed	Cellulose - 5% Other - 95%
Lab ID #: 45896 - 08c Cust. #: 3-PL-B Material: Drywall Location: Living Room Appearance: white, fibrous, nonhomogenous Layer: 4 of 4	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%
Lab ID #: 45896 - 09 Cust. #: 3-PL-C Material: Texture Location: Bedroom Appearance: white, fibrous, homogenous Layer: 1 of 4	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45896 - 09a Cust. #: 3-PL-C Material: Plaster Location: Bedroom Appearance: white, nonfibrous, homogenous Layer: 2 of 4	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45896 - 09b Cust. #: 3-PL-C Material: Mortar Location: Bedroom Appearance: grey, fibrous, homogenous Layer: 3 of 4	Asbestos Present: NO No Asbestos Observed	Cellulose - 2% Other - 98%
Lab ID #: 45896 - 09c Cust. #: 3-PL-C Material: Drywall Location: Bedroom Appearance: white, fibrous, nonhomogenous Layer: 4 of 4	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45896 - 10 Cust. #: 3-PL-D Material: Texture Location: Bedroom Appearance: white, fibrous, homogenous Layer: 1 of 4	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 45896 - 10a Cust. #: 3-PL-D Material: Plaster Location: Bedroom Appearance: white, nonfibrous, homogenous Layer: 2 of 4	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45896 - 10b Cust. #: 3-PL-D Material: Mortar Location: Bedroom Appearance: grey, fibrous, homogenous Layer: 3 of 4	Asbestos Present: NO No Asbestos Observed	Cellulose - 2% Other - 98%

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45896 - 10c Cust. #: 3-PL-D Material: Drywall Location: Bedroom Appearance: white, fibrous, nonhomogenous Layer: 4 of 4	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%
Lab ID #: 45896 - 11 Cust. #: 3-PL-E Material: Texture Location: Bath Appearance: white, nonfibrous, homogenous Layer: 1 of 4	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45896 - 11a Cust. #: 3-PL-E Material: Plaster Location: Bath Appearance: white, nonfibrous, homogenous Layer: 2 of 4	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45896 - 11b Cust. #: 3-PL-E Material: Mortar Location: Bath Appearance: grey, fibrous, homogenous Layer: 3 of 4	Asbestos Present: NO No Asbestos Observed	Cellulose - 2% Other - 98%
Lab ID #: 45896 - 11c Cust. #: 3-PL-E Material: Drywall Location: Bath Appearance: white, fibrous, nonhomogenous Layer: 4 of 4	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%
Lab ID #: 45896 - 12 Cust. #: 4-WBS-A Material: Texture Location: Attic Wall Appearance: white, fibrous, homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45896 - 12a Cust. #: 4-WBS-A Material: Joint Compound Location: Attic Wall Appearance: white, fibrous, homogenous Layer: 2 of 3	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 45896 - 12b Cust. #: 4-WBS-A Material: Drywall Location: Attic Wall Appearance: white, fibrous, nonhomogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%
Lab ID #: 45896 - 13 Cust. #: 4-WBS-B Material: Texture Location: Kitchen Wall Appearance: white, fibrous, homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45896 - 13a Cust. #: 4-WBS-B Material: Joint Compound Location: Kitchen Wall Appearance: white, fibrous, homogenous Layer: 2 of 3	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 45896 - 13b Cust. #: 4-WBS-B Material: Drywall Location: Kitchen Wall Appearance: white, fibrous, nonhomogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%
Lab ID #: 45896 - 14 Cust. #: 4-WBS-C Material: Texture Location: Living Room Wall Appearance: white, fibrous, homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45896 - 14a Cust. #: 4-WBS-C Material: Joint Compound Location: Living Room Wall Appearance: white, fibrous, homogenous Layer: 2 of 3	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 45896 - 14b Cust. #: 4-WBS-C Material: Drywall Location: Living Room Wall Appearance: white, fibrous, nonhomogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%
Lab ID #: 45896 - 15 Cust. #: 4-WBS-D Material: Texture Location: Bedroom 1 Wall Appearance: white, fibrous, homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45896 - 15a Cust. #: 4-WBS-D Material: Joint Compound Location: Bedroom 1 Wall Appearance: white, fibrous, homogenous Layer: 2 of 3	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 45896 - 15b Cust. #: 4-WBS-D Material: Drywall Location: Bedroom 1 Wall Appearance: white, fibrous, nonhomogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%
Lab ID #: 45896 - 16 Cust. #: 4-WBS-E Material: Texture Location: Bed 2 Wall Appearance: white, fibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45896 - 16a Cust. #: 4-WBS-E Material: Drywall Location: Bed 2 Wall Appearance: white, fibrous, nonhomogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%
Lab ID #: 45896 - 17 Cust. #: 4-WBS-F Material: Texture Location: Bath Wall Appearance: white, fibrous, homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 45896 - 17a Cust. #: 4-WBS-F Material: Joint Compound Location: Bath Wall Appearance: white, fibrous, homogenous Layer: 2 of 3	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45896 - 17b Cust. #: 4-WBS-F Material: Drywall Location: Bath Wall Appearance: white, fibrous, nonhomogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%
Lab ID #: 45896 - 18 Cust. #: 4-WBS-G Material: Texture Location: Kitchen Utility Closet Appearance: white, fibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 45896 - 18a Cust. #: 4-WBS-G Material: Drywall Location: Kitchen Utility Closet Appearance: white, fibrous, nonhomogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45896 - 19 Cust. #: 5-FS-A Material: Floor Sheeting Location: Stairs to 2nd Floor Appearance: grey,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45896 - 19a Cust. #: 5-FS-A Material: Glue Location: Stairs to 2nd Floor Appearance: clear,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45896 - 20 Cust. #: 5-FS-B Material: Floor Sheeting Location: Stairs to 2nd Floor Appearance: grey,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45896 - 20a Cust. #: 5-FS-B Material: Glue Location: Stairs to 2nd Floor Appearance: clear,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45896 - 21 Cust. #: 5-FS-C Material: Floor Sheeting Location: Stairs to 2nd Floor Appearance: grey,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45896 - 21a Cust. #: 5-FS-C Material: Glue Location: Stairs to 2nd Floor Appearance: clear,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

Test Method EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples tested and to insure the integrity of the results, may only be reproduced in full. This certificate may not be used by the customer to claim product endorsement by NVLAP or any agency of the US Government. APEX Research Inc. is not responsible for the accuracy of the results for layered samples or samples comprising multiple materials. Liability limited to cost of analysis.



NVLAP Lab Code 102118-0

Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)



Project: Ypsilanti 2371

Report To:
 Mr. Rob Smith
 Cardno ATC
 46555 Humboldt, Ste. 100
 Novi, MI 48377

ARI Report # 13-45896
 Date Collected: 05/24/13
 Date Received: 05/29/13
 Date Analyzed: 05/30/13
 Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45896 - 22 Cust. #: 6-FS-A Material: Floor Sheeting Location: Bathroom Appearance: brown, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 5% Other - 95%
Lab ID #: 45896 - 23 Cust. #: 6-FS-B Material: Floor Sheeting Location: Bathroom Appearance: brown, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 5% Other - 95%
Lab ID #: 45896 - 24 Cust. #: 6-FS-C Material: Floor Sheeting Location: Bathroom Appearance: brown, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 5% Other - 95%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Project: Ypsilanti 2371

Report To:

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 46555 Humboldt, Ste. 100
 Novi, MI 48377

ARI Report # 13-45896
 Date Collected: 05/24/13
 Date Received: 05/29/13
 Date Analyzed: 05/30/13
 Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45896 - 25 Cust. #: 7-SC-A Material: Stack Cement Location: Kitchen Utility Closet Appearance: grey, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 45896 - 26 Cust. #: 8-MB-A Material: Mill Board Location: Kitchen Utility Closet Appearance: grey, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 50%	Cellulose - 20% Other - 30%
Lab ID #: 45896 - 27 Cust. #: 9-VP-A Material: Black Vapor Paper Location: Exterior Under Siding Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 60% Other - 40%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Project: Ypsilanti 2371

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ARI Report # 13-45896
 Date Collected: 05/24/13
 Date Received: 05/29/13
 Date Analyzed: 05/30/13
 Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45896 - 28 Cust. #: 9-VP-B Material: Black Vapor Paper Location: Exterior Under Siding Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 60% Other - 40%
Lab ID #: 45896 - 29 Cust. #: 9-VP-C Material: Black Vapor Paper Location: Exterior Under Siding Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 60% Other - 40%
Lab ID #: 45896 - 30 Cust. #: 10-FS-A Material: Floor Sheeting Location: Attic Floor Under Carpet & Wood Appearance: white, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 50% Other - 50%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Project: Ypsilanti 2371

Report To:
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 Novi, MI 48377

ARI Report # 13-45896
 Date Collected: 05/24/13
 Date Received: 05/29/13
 Date Analyzed: 05/30/13
 Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45896 - 31 Cust. #: 10-FS-B Material: Floor Sheeting Location: Attic Floor Under Carpet & Wood Appearance: white, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 50% Other - 50%
Lab ID #: 45896 - 32 Cust. #: 10-FS-C Material: Floor Sheeting Location: Attic Floor Under Carpet & Wood Appearance: white, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 50% Other - 50%
Lab ID #: 45896 - 33 Cust. #: 11-CI-A Material: Ceiling Insulation Location: Kitchen Ceiling Appearance: brown, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Hair - 80% Other - 20%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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ARI Report # 13-45896
 Date Collected: 05/24/13
 Date Received: 05/29/13
 Date Analyzed: 05/30/13
 Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45896 - 34 Cust. #: 11-CI-B Material: Ceiling Insulation Location: Kitchen Ceiling Appearance: brown, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Hair - 80% Other - 20%
Lab ID #: 45896 - 35 Cust. #: 11-CI-C Material: Ceiling Insulation Location: Living Room Ceiling Appearance: brown, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Hair - 80% Other - 20%
Lab ID #: 45896 - 36 Cust. #: 12-MLF-A Material: Multi-Layered Flooring Location: Kitchen Appearance: brown, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 30% Fiberglass - 10% Other - 60%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Project: Ypsilanti 2371

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ARI Report # 13-45896
 Date Collected: 05/24/13
 Date Received: 05/29/13
 Date Analyzed: 05/30/13
 Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45896 - 37 Cust. #: 12-MLF-B Material: Multi-Layered Flooring Location: Kitchen Appearance: brown, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 30% Fiberglass - 10% Other - 60%
Lab ID #: 45896 - 38 Cust. #: 12-MLF-C Material: Multi-Layered Flooring Location: Kitchen Appearance: brown, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 30% Fiberglass - 10% Other - 60%
Lab ID #: Cust. #: Material: Location: Appearance: Layer: of	Asbestos Present:	

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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NVLAP Lab Code 102118-0

Apex Research, Inc.4 Hi Tech Drive, Whitmore Lake, MI 48189. **Phone:** (734) 449-9990, **Fax:** (734) 449-9991.**Web Site:** <http://apexresearch-inc.com>

Client Name: CARDNO ATC
Address: 46555 Humboldt Drive, Suite 100
City, St., Zip: Novi, MI 48377
Phone: (248) 669-5140
Fax: (248)-669-5147

Date of Survey: 5/24/13
Project: Ypsilanti-2371
Wiard: _____
Project #: _____
Contact Person: Rob Smith

Relinquished By: Charles Gheen *Charles Gheen*
 Date: 5-29-13

Received By: S. Tracey
 Date: 5-29-13 MAY 29 2013

RECEIVED

Turn Around Time: (Circle One)	Rush	24 Hour X	48 Hour	72 Hour	Other: _____	TTP (Test Till Positive) _____
	Asbestos	Bulk <u>X</u>	Point Count _____	PCM _____		

***First Positive Stop**
****Test All Plasters**
*****If 5% or less, then point count**

Lab ID #	Client ID #	Material	Location	Quantity	Area	Results
1	1-EC-A	Exterior Caulk	Exterior Doors and Windows	380 LF		
2	1-EC-B	Exterior Caulk	Exterior Doors and Windows			
3	1-EC-C	Exterior Caulk	Exterior Doors and Windows			
4	2-WG-A	Window Glaze	Exterior Windows	460 LF		
5	2-WG-B	Window Glaze	Exterior Windows			
6	2-WG-C	Window Glaze	Exterior Windows			
7	3-PL-A	White Skim Coat on Grey Scratch Coat Plaster	Kitchen	4400 SF		
8	3-PL-B	White Skim Coat on Grey Scratch Coat Plaster	Living Room			
9	3-PL-C	White Skim Coat on Grey Scratch Coat Plaster	Bed Room			
10	3-PL-D	White Skim Coat on Grey Scratch Coat Plaster	Bed Room			
11	3-PL-E	White Skim Coat on Grey Scratch Coat	Bath			

RECEIVED

Apex Research, Inc.

11054 Hi Tech Drive, Whitmore Lake, MI 48189. Phone: (734) 449-9990, Fax: (734) 449-9991.

Web Site: <http://apexresearch-inc.com>

MAY 29 2013

ST

APEX RESEARCH

		Plaster			
12	4-WBS-A	Wall Board System	Attic Wall	5600 SF	
13	4-WBS-B	Wall Board System	Kitchen Wall		
14	4-WBS-C	Wall Board System	Living Room Wall		
15	4-WBS-D	Wall Board System	Bed Room 1 Wall		
16	4-WBS-E	Wall Board System	Bed 2 Wall		
17	4-WBS-F	Wall Board System	Bath Wall		
18	4-WBS-G	Wall Board System	Kitchen Utility Closet		
19	5-FS-a	Floor Sheeting	Stairs to 2 nd Floor	60 SF	
20	5-FS-B	Floor Sheeting	Stairs to 2 nd Floor		
21	5-FS-C	Floor Sheeting	Stairs to 2 nd Floor		
22	6-FS-A	Floor Sheeting	Bathroom	80 SF	
23	6-FS-B	Floor Sheeting	Bathroom		
24	6-FS-C	Floor Sheeting	Bathroom		
25	7-SC-A	Stack Cement	Kitchen Utility Closet	2 SF	
26	8-MB-A	Mill Board	Kitchen Utility Closet	4 SF	
27	9-VP-A	Black Vapor Paper	Exterior Under Siding	1600 SF	
28	9-VP-B	Black Vapor Paper	Exterior Under Siding		
29	9-VP-C	Black Vapor Paper	Exterior Under Siding		
30	10-FS-A	Floor Sheeting	Attic Floor Under Carpet and Wood	400 SF	
31	10-FS-B	Floor Sheeting	Attic Floor Under Carpet and Wood		
32	10-FS-C	Floor Sheeting	Attic Floor Under Carpet and Wood		
33	11-CI-A	Ceiling Insulation	Kitchen Ceiling	1400 SF	
34	11-CI-B	Ceiling Insulation	Kitchen Ceiling		
35	11-CI-C	Ceiling Insulation	Living Room Ceiling		
36	12-MLF-A	Multi Layered Flooring	Kitchen	300 SF	
37	12-MLF-B	Multi Layered Flooring	Kitchen		

Apex Research, Inc.

11054 Hi Tech Drive, Whitmore Lake, MI 48189. **Phone:** (734) 449-9990, **Fax:** (734) 449-9991.

Web Site: <http://apexresearch-inc.com>

38	12-MLF-C	Multi Layered Flooring	Kitchen			
----	----------	------------------------	---------	--	--	--

Relinquished By: _____

Date: _____

Received By: ST

Date: _____

***Terms and conditions on reverse side.

RECEIVED

MAY 29 2013

APEX RESEARCH



APPENDIX B

SITE PHOTOGRAPHS



Street view of the house at 2371 Wiard Court.



View of the side of the house.



View of the back of the house.



View of the kitchen.



View of living room.



View of 2nd floor bedroom.



View of crawl space.



Cardno ATC

46555 Humboldt Dr.
Suite 100
Novi, MI 48377

Phone +1 248 669 5140
Fax +1 248 669 5147
www.cardno.com

www.cardnoatc.com

Client Name:	Ypsilanti Township
Project Name:	Pre-Demolition Asbestos Inspections
Project Number:	39.44735.1301
Project Site Address (Subject Property):	2375 Wiard CT, Ypsilanti Township, MI
Parcel #	NA
Date of Site Visit:	5/28/2013
Site Contact Name:	Robert Smith
Site Contact Phone Number:	248-669-5140
Asbestos Inspection Performed by:	Charles Gheen (A34985)
Areas Not Accessible:	All areas were accessed.
Number of Floors	2 Story w / Basement and Attic
Asbestos Present (Yes/No/Other)	Yes

On the date indicated above, a State of Michigan Asbestos Inspector Charles Gheen (A34985) from Cardno ATC conducted a pre-demolition Asbestos Containing Material Survey of the unoccupied building at the subject property. The purpose of this survey was to task an accredited asbestos inspector to complete a pre-demolition asbestos survey of the site and provide recommendation options for removal and disposal of asbestos containing materials prior to demolition of the building.

Laboratory reports are included in Appendix A. Photographs of the site are included in Appendix B. The following sections summarize Cardno ATC's findings:

Table I below identifies materials that found to contain asbestos in concentrations greater than 1% and therefore are regulated under the rules of Asbestos in the State of Michigan. Table II identifies materials that were suspect for asbestos and found to either not contain asbestos or contain asbestos in concentrations 1% or less.

**TABLE I
(Asbestos Containing Material)**

ID#	MATERIAL	LOCATION	APPROXIMATE QUANTITIY	RESULT
1-EC-A,B,C	Exterior Caulk	Edge of Windows and Doors	435 LF (24 Windows/ 3 Doors)	10%Chrysotile
2-WG-A,B,C	Window Glaze	All Windows	456 LF (24 Windows and 6 Basement Windows)	6%Chrysotile
4-TS-A	Transite Siding	Exterior Siding Above Exterior Basement Entry	6 SF	30%Chrysotile

**TABLE II
(Non-ACM Suspect Material)**

ID#	MATERIAL	LOCATION	APPROXIMATE QUANTITIY	RESULT
				ND
3-PL-A,B,C,D,E,F,G	Plaster	1 st Floor-Living Room, Kitchen, Rear Bedroom. 2 nd Floor-Kitchen, Front Bedroom, Hall. Stairs	7500 SF	ND-Both Layers
5- FT-A,B,C	12"x12"Floor Tile-White & Adhesive	2 nd Floor Closet-Foyer	140 SF	ND-Both Layers
6-MLF-A,B,C	Multi-Layer Floor painted Black	2 nd Floor Hall and Bedrooms	500 SF	ND
7-FT-A,B,C	12"x12" Floor Tile-White/Blue & Adhesive	Foyer	120 SF	ND-Both Layers

**TABLE II
(Non-ACM Suspect Material)**

ID#	MATERIAL	LOCATION	APPROXIMATE QUANTITY	RESULT
8-MLF-A,B,C	Multi-Layer Floor	2 nd Bathroom	60 SF	ND
9-FT-A,B,C	12"x12" Floor Tile- Faux Wood & Adhesive	1 st Floor-Living Room	320 SF	ND-Both Layers
10-SC-A	Stack Cement	Basement	2 SF	ND
11-CI-A,B,C	Ceiling Insulation- Gray/Brown	Attic Floor	500 CF	ND

ND= No asbestos detected

NA= Not applicable

No other suspect ACM's were observed on the site. Although not anticipated based on surface observations, underground structures that could contain ACM may be present and should be managed accordingly if encountered during Site redevelopment.

Asbestos is a hazardous substance. Its condition, handling and disposal are regulated by federal, state, and local agencies. ACMs generally do not pose a health threat unless the asbestos fibers are disturbed, become airborne and are inhaled. Contractors working in an area where asbestos is present must be informed of the type and location of ACMs. Abatement of ACMs, including non-friable ACMs, must be performed by a Michigan licensed, certified and registered asbestos abatement contractor in accordance with state and federal Occupational Safety and Health Administration (OSHA) and local air quality management regulations.

Lead-based paint may be present on the site and is a hazardous substance. Its condition, handling and disposal are regulated by federal, state, and local agencies. LBP generally does not pose a health threat unless particles are disturbed, become airborne and are inhaled or ingested. Contractors and their employers that will be disturbing the building during demolition should follow all applicable requirements in the OSHA Lead in Construction Standard.

Further testing may be required of debris generated from demolition activities to determine whether the debris should be disposed as hazardous waste under the Resource Conservation and Recovery Act (RCRA) in accordance with 40-CFR Part 261 Subpart C.

Universal wastes not listed in this ACM report may be encountered prior to demolition that require disposal. Contractors should identify universal wastes that may exist on the premises and dispose according to all applicable Local, State, and Federal Requirements.

RECOMMENDATIONS:

Except for the following items listed below, Section 61.145(c) of the Asbestos NESHAP requires that each owner or operator of a demolition or renovation activity involving RACM remove all such material from a facility being demolished or renovated before any activity begins that would break up, dislodge, or similarly disturb the material or preclude access to the material for subsequent removal.

ACM need not be removed before demolition if it:

- (i) Is a Category I non-friable ACM that is not friable.
- (ii) Is on a facility component that is encased in concrete or other similarly hard material and is adequately wet whenever exposed during demolition.
- (iii) Was not accessible for testing and therefore was not discovered until after demolition began and, as a result of the demolition, cannot be safely removed. If not removed for safety reasons, the exposed RACM and any asbestos-contaminated debris must be treated as asbestos-containing waste material and kept adequately wet at all times until disposed of.
- (iv) Is a Category II non-friable ACM and the probability is low that the material will become crumbled, pulverized, or reduced to powder during demolition.

Demolition with Roofing Materials in Place is covered under the NESHAP regulations (40 CFR Part 61 Subpart M).

Roofing materials were generally not tested during this inspection and therefore the roofing material should be assumed to be Category I asbestos-containing roofing materials.

Since demolition activities do not include sanding, grinding, cutting, or abrading, Category I asbestos-containing roofing materials not in poor condition and not friable are not considered RACM and are allowed to remain in place during demolition.

If the asbestos-containing roofing material is not in poor condition and is not friable, it may be disposed of in a landfill which accepts ordinary demolition waste.

The asbestos-containing roofing material may not be ground up for recycling into other products.

In addition, contractors should ensure they follow all OSHA regulations pertaining to demolition of Category I ACM materials. Category I or II nonfriable ACM that is not subject to 61.150(a)(3) would still have to be disposed of in a landfill that accepts building debris, in a landfill that operates in accordance with 61.154, or at a facility that operates in accordance with 61.155.

Cardno ATC recommends:

A licensed asbestos abatement company in the State of Michigan should remove the following materials according to the NESHAP standard prior to demolition:

1. All Materials Identified in Table 1.

LIMITATIONS:

The results, findings, conclusions, and recommendations expressed in the report are based only on conditions that were noted during Cardno ATC's Asbestos Containing Material Survey of the vacant above-referenced property located in Ypsilanti, Michigan

Any conditions or materials that could not be visually identified through limited destructive sampling were not inspected and may differ from those conditions or materials noted. The user of this report should keep in mind that conditions may change with time and observations made by Cardno ATC at the time of the Site reconnaissance may not be consistent with future observations made by others. Additional materials may be encountered during the demolition process and may require further sampling to determine disposal criteria.

The report is designed to aid the building owner, architect, construction manager, general contractors, and potential asbestos abatement contractors in locating asbestos building materials to be removed prior to demolition activities.

Under **no** circumstances is the report to be utilized as a bidding document or as a project specification document. Contractors bidding the demolition of this Site should field verify project information.

Cardno ATC appreciates the opportunity to be of service to Ypsilanti Township on this project. In the meantime, if you have questions regarding the information in this report or if we can be of further assistance do not hesitate to contact our office at (248) 669-5140.

APPENDIX A

LABORATORY & CHAIN-OF-CUSTODY FORMS



Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

Project: Ypsilanti Township 2375 Wiard Ct.

Report To:
Mr. Rob Smith
Cardno ATC
46555 Humboldt, Ste. 100
Novi, MI 48377

ARI Report # 13-45897
Date Collected: 05/28/13
Date Received: 05/29/13
Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45897 - 01 Cust. #: 1-EC-A Material: Exterior Caulk Location: Edge of Windows, Doors Appearance: grey, fibrous, homogenous Layer: 1 of 2	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 45897 - 02 Cust. #: 1-EC-B Material: Exterior Caulk Location: Edge of Windows, Doors Appearance: Layer: of	Asbestos Present: NOT ANALYZED	
Lab ID #: 45897 - 03 Cust. #: 1-EC-C Material: Exterior Caulk Location: Edge of Windows, Doors Appearance: Layer: of	Asbestos Present: NOT ANALYZED	

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Project: Ypsilanti Township 2375 Wiard Ct.

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ARI Report # 13-45897
Date Collected: 05/28/13
Date Received: 05/29/13
Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45897 - 04 Cust. #: 2-WG-A Material: Window Glaze Location: All Windows Appearance: grey, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 6%	Other - 94%
Lab ID #: 45897 - 05 Cust. #: 2-WG-B Material: Window Glaze Location: All Windows Appearance: Layer: of	Asbestos Present: NOT ANALYZED	
Lab ID #: 45897 - 06 Cust. #: 2-WG-C Material: Window Glaze Location: All Windows Appearance: Layer: of	Asbestos Present: NOT ANALYZED	

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Date Collected: 05/28/13
Date Received: 05/29/13
Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45897 - 07 Cust. #: 3-PL-A Material: Plaster Location: Living Room 1st Appearance: white, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45897 - 07a Cust. #: 3-PL-A Material: Mortar Location: Living Room 1st Appearance: grey, fibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Hair - 2% Other - 98%
Lab ID #: 45897 - 08 Cust. #: 3-PL-B Material: Plaster Location: Kitchen 1st Appearance: white, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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NVLAP Lab Code 102118-0



Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

Project: Ypsilanti Township 2375 Wiard Ct.

Report To:
Mr. Rob Smith
Cardno ATC
46555 Humboldt, Ste. 100
Novi, MI 48377

ARI Report # 13-45897
Date Collected: 05/28/13
Date Received: 05/29/13
Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45897 - 08a Cust. #: 3-PL-B Material: Mortar Location: Kitchen 1st Appearance: grey, fibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Hair - 2% Other - 98%
Lab ID #: 45897 - 09 Cust. #: 3-PL-C Material: Plaster Location: Rear Bedroom 1st Appearance: white, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45897 - 09a Cust. #: 3-PL-C Material: Mortar Location: Rear Bedroom 1st Appearance: grey, fibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Hair - 2% Other - 98%

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ARI Report # 13-45897
Date Collected: 05/28/13
Date Received: 05/29/13
Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45897 - 10 Cust. #: 3-PL-D Material: Plaster Location: Kitchen 2nd Appearance: white,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45897 - 10a Cust. #: 3-PL-D Material: Mortar Location: Kitchen 2nd Appearance: grey,fibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Hair - 2% Other - 98%
Lab ID #: 45897 - 11 Cust. #: 3-PL-E Material: Plaster Location: Front Bedroom 2nd Appearance: white,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45897 - 11a Cust. #: 3-PL-E Material: Mortar Location: Front Bedroom 2nd Appearance: grey, fibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Hair - 2% Other - 98%
Lab ID #: 45897 - 12 Cust. #: 3-PL-F Material: Plaster Location: Hall 2nd Appearance: white, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45897 - 12a Cust. #: 3-PL-F Material: Mortar Location: Hall 2nd Appearance: grey, nonfibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45897 - 13 Cust. #: 3-PL-G Material: Plaster Location: Stairs Appearance: white, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45897 - 13a Cust. #: 3-PL-G Material: Mortar Location: Stairs Appearance: grey, fibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 45897 - 14 Cust. #: 4-TS-A Material: Transite Siding Location: Exterior Siding above Ext. Basement Entry Appearance: grey, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 30%	Other - 70%

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Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45897 - 15 Cust. #: 5-FT-A Material: 12x12" Floor Tile, White Location: 2nd Floor Closet, Foyer Appearance: white,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45897 - 15a Cust. #: 5-FT-A Material: Glue Location: 2nd Floor Closet, Foyer Appearance: clear,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45897 - 16 Cust. #: 5-FT-B Material: 12x12" Floor Tile, White Location: 2nd Floor Closet, Foyer Appearance: white,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45897 - 16a Cust. #: 5-FT-B Material: Glue Location: 2nd Floor Closet, Foyer Appearance: clear,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45897 - 17 Cust. #: 5-FT-C Material: 12x12" Floor Tile, White Location: 2nd Floor Closet, Foyer Appearance: white,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45897 - 17a Cust. #: 5-FT-C Material: Glue Location: 2nd Floor Closet, Foyer Appearance: clear,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45897 - 18 Cust. #: 6-MLF-A Material: Multi-Layer Floor, Painted Black Location: 2nd Floor Hall & Bedrooms Appearance: black, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 25% Other - 75%
Lab ID #: 45897 - 19 Cust. #: 6-MLF-B Material: Multi-Layer Floor, Painted Black Location: 2nd Floor Hall & Bedrooms Appearance: black, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 25% Other - 75%
Lab ID #: 45897 - 20 Cust. #: 6-MLF-C Material: Multi-Layer Floor, Painted Black Location: 2nd Floor Hall & Bedrooms Appearance: black, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 25% Other - 75%

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Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45897 - 21 Cust. #: 7-FT-A Material: 12x12" Floor Tile, White/Blue Location: Foyer Appearance: white,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45897 - 21a Cust. #: 7-FT-A Material: Glue Location: Foyer Appearance: clear,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45897 - 22 Cust. #: 7-FT-B Material: 12x12" Floor Tile, White/Blue Location: Foyer Appearance: white,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45897 - 22a Cust. #: 7-FT-B Material: Glue Location: Foyer Appearance: clear,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45897 - 23 Cust. #: 7-FT-C Material: 12x12" Floor Tile, White/Blue Location: Foyer Appearance: white,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45897 - 23a Cust. #: 7-FT-C Material: Glue Location: Foyer Appearance: clear,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45897 - 24 Cust. #: 8-MLF-A Material: Multi-Layer Floor Location: 2nd Bathroom Appearance: white, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 30% Other - 70%
Lab ID #: 45897 - 25 Cust. #: 8-MLF-B Material: Multi-Layer Floor Location: 2nd Bathroom Appearance: white, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 30% Other - 70%
Lab ID #: 45897 - 26 Cust. #: 8-MLF-C Material: Multi-Layer Floor Location: 2nd Bathroom Appearance: white, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 30% Other - 70%

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Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45897 - 27 Cust. #: 9-FT-A Material: 12x12" Floor Tile, Faux Wood Location: 1st Floor Living Room Appearance: brown,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45897 - 27a Cust. #: 9-FT-A Material: Glue Location: 1st Floor Living Room Appearance: clear,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45897 - 28 Cust. #: 9-FT-B Material: 12x12" Floor Tile, Faux Wood Location: 1st Floor Living Room Appearance: brown,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45897 - 28a Cust. #: 9-FT-B Material: Glue Location: 1st Floor Living Room Appearance: clear,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45897 - 29 Cust. #: 9-FT-C Material: 12x12" Floor Tile, Faux Wood Location: 1st Floor Living Room Appearance: brown,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45897 - 29a Cust. #: 9-FT-C Material: Glue Location: 1st Floor Living Room Appearance: clear,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Date Analyzed: 05/30/13
Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45897 - 30 Cust. #: 10-SC-A Material: Stack Cement Location: Basement Appearance: white, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 45897 - 31 Cust. #: 11-CI-A Material: Ceiling Insulation, Grey/Brown Location: Attic Floor Appearance: brown, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 5% Mineral Wool - 70% Other - 25%
Lab ID #: 45897 - 32 Cust. #: 11-CI-B Material: Ceiling Insulation, Grey/Brown Location: Attic Floor Appearance: brown, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 5% Mineral Wool - 70% Other - 25%

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Date Reported: 05/30/13

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 45897 - 33 Cust. #: 11-CI-C Material: Ceiling Insulation, Grey/Brown Location: Attic Floor Appearance: brown, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 5% Mineral Wool - 70% Other - 25%
Lab ID #: Cust. #: Material: Location: Appearance: Layer: of	Asbestos Present:	
Lab ID #: Cust. #: Material: Location: Appearance: Layer: of	Asbestos Present:	

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APEX #

45897**Apex Research, Inc.**Hi Tech Drive, Whitmore Lake, MI 48189. **Phone:** (734) 449-9990, **Fax:** (734) 449-9991.**Web Site:** <http://apexresearch-inc.com>

12F1

Client Name: ATC Associates Inc. **Date of Survey:** 5/28/13
Address: 4655 Humboldt Drive, Suite 100 **Project:** Ypsilanti Township 2375 Wiard Ct. __
City, St., Zip: Novi, MI 48377 **Project #:** 39.
Phone: (248) 669-5140 **Contact Person:** Rob Smith
Fax: (248)-669-5147

Relinquished By: [Signature]Date: 5/28/13Received By: [Signature]Date: 5-29-13

MAY 29 2013

APEX RESEARCH

Turn Around Time: (Circle One)	Rush	<u>24 Hour</u>	48 Hour	72 Hour	Other: _____	TTP (Test Till Positive) _____
	Asbestos	Bulk <u>X</u>	Point Count _____	PCM _____		

***First Positive Stop**
****Test All Plasters**
*****If 5% or less, then
 point count**

Lab ID #	Client ID #	Material	Location	Quantity	Area	Results
1 1-3	1-EC-A-C	Exterior caulk	Edge of windows, doors	3 doors, 24 windows/435 LF		
2 4-6	2-WG-A-C	Window Glaze	All windows	24 windows + 6 basement/456 LF		
3 7-13	3-PL-A-G	Plaster	Living Room 1 st , Kitchen 1 st , Rear Bedroom 1 st , Kitchen 2 nd , Front Bedroom 2 nd , Hall 2 nd , Stairs	7500 SF		
4 14	4-TS-A	Transite Siding	Exterior Siding above exterior basement entry	6 SF		
5 15-17	5-FT-A-C	12x12" Floor Tile, White	2 nd Floor closet, Foyer	140 SF		
6 18-20	6-MLF-A-C	Multi-Layer Floor, painted black	2 nd floor hall and bedrooms	500 SF		
7 21-23	7-FT-A-C	12x12" Floor Tile, White/Blue	Foyer	120 SF		
8 24-26	8-MLF-A-C	Multi-Layer Floor	2 nd bathroom	60 SF		
9 27-29	9-FT-A-C	12x12" Floor Tile, Faux Wood	1 st floor Living Room	320 SF		
10 30	10-SC-A	Stack Cement	Basement	2 SF		
11 31-33	11-CI-A-C	Ceiling Insulation, gray/brown	Attic Floor	500 CF		

APPENDIX B
SITE PHOTOGRAPHS



Street view of the house at 2375 Wiard Court.



View of the side of the house.



View of the back of the house.



View of 1st floor bedroom.



View of 1st floor living room.



View of 2nd floor hall and bedroom.



View of 2nd floor living room.



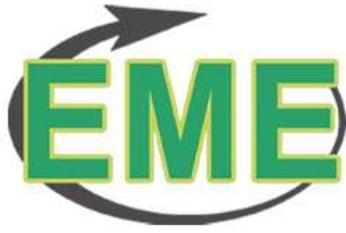
View of ceiling attic access panel on 2nd floor.



View of basement.



View of basement.



**ENVIRONMENTAL
MAINTENANCE
ENGINEERS, INC.**

25851 Trowbridge St., Inkster, MI 48141 Office: 313.791.2600 - Fax: 313.791.2601

June 11, 2013

Ronald Fulton
Building Director
Ypsilanti Township

RE: Asbestos abatement located in houses, Ypsilanti, MI Project # 39.44735.1301

Environmental Maintenance Engineers, Inc. (EME) is pleased to submit the following proposal of services for asbestos abatement at the above referenced location.

EME will provide all labor, materials, supervision, regulatory notifications and disposal necessary to complete the identified scope of work:

SCOPE 1: Locations

**554 E Grand Blvd
\$1,100.00**

**2375 Wiard Ct
\$850.00**

**597 E Grand Blvd
\$24,720.00**

**2371 Wiard CT
\$650.00**

Sincerely,
ENVIRONMENTAL MAINTENANCE ENGINEERS, INC.

Michal Kaska

Customer acceptance _____ Date _____
Terms: Net 30

Fwd: 4 houses

From : Ronald Fulton <rfulton@ytown.org>
Subject : Fwd: 4 houses
To : Mike Radzik <mradzik@ytown.org>

Tue, Jun 18, 2013 08:29 AM

From: butch@ggsg1.com
To: "Ronald Fulton" <rfulton@ytown.org>
Cc: dolly@ggsg1.com
Sent: Monday, June 10, 2013 4:22:49 PM
Subject: 4 houses

Ron here are the prices as you requested. Just a side note I am in jury duty all week. We are sending out some one to address your picture 2morrow.

2371 Wiard
\$1200 windows

597 E.Grand
\$1500 windows
\$18500 plaster
\$1300 floor materials
\$11850 exterior wall paint
\$100 duct
\$300 debris

2385 Wiard
\$2500 Windows
\$50 Transite

554 E.Grand
\$900 windows

Note: if third party is required add \$300 for clearances. 597 Grand price includes all air.
Projects that do not require a state notification can start next week. 597 Grand 10days from award!

Butch

**Asbestos
Abatement
Incorporated**

June 12, 2013

2420 N. Grand River
Lansing, Michigan 48906-3914
(517) 323-0052
Fax (517) 323-7382

Charter Township of Ypsilanti
Attn: Ron Fulton
7200 S. Huron River Dr.
Ypsilanti, MI 48197

RE: 2375 Wiard Crt- Asbestos Removal

Asbestos Abatement Inc. is pleased to provide you with the following proposal for your consideration. All of our prices include labor, materials, equipment, insurance, disposal, and applicable taxes. Asbestos Abatement Inc. completes all of its projects in a professional and timely manner.

The project consists of the removal of approximately 30 windows, 3 doors and 6 sq ft of transite siding from the house at 2375 Wiard Ct. 3rd party air monitoring is not required for this type of project therefore not included in the price. Prevailing wages are figured for this quote. We will provide our own power & water for this work. Work hours are M-F during normal business hours.

2375 Wiard Crt Price = \$1,800.00

This price is valid for 60 days from the date listed at the top. If you have any questions feel free to call me. Thank you.

Respectfully,



Eric Kuznicki, Estimator



Accepted By: _____

Signature

Print & date: _____

**Asbestos
Abatement
Incorporated**

June 12, 2013

2420 N. Grand River
Lansing, Michigan 48906-3914
(517) 323-0052
Fax (517) 323-7382

Charter Township of Ypsilanti
Attn: Ron Fulton
7200 S. Huron River Dr.
Ypsilanti, MI 48197

RE: 2371 Wiard Crt- Asbestos Removal

Asbestos Abatement Inc. is pleased to provide you with the following proposal for your consideration. All of our prices include labor, materials, equipment, insurance, disposal, and applicable taxes. Asbestos Abatement Inc. completes all of its projects in a professional and timely manner.

The project consists of the removal of approximately 14 windows and 4 sq ft of millboard from the house at 2371 Wiard Ct. 3rd party air monitoring is not required for this type of project therefore not included in the price. Prevailing wages are figured for this quote. We will provide our own power & water for this work. Work hours are M-F during normal business hours.

2371 Wiard Crt Price = \$1,400.00

This price is valid for 60 days from the date listed at the top. If you have any questions feel free to call me. Thank you.

Respectfully,



Eric Kuznicki, Estimator



Accepted By: _____

Signature

Print & date: _____

**Asbestos
Abatement
Incorporated**

June 12, 2013

2420 N. Grand River
Lansing, Michigan 48906-3914
(517) 323-0052
Fax (517) 323-7382

Charter Township of Ypsilanti
Attn: Ron Fulton
7200 S. Huron River Dr.
Ypsilanti, MI 48197

RE: 597 E. Grand Blvd- Asbestos Removal

Asbestos Abatement Inc. is pleased to provide you with the following proposal for your consideration. All of our prices include labor, materials, equipment, insurance, disposal, and applicable taxes. Asbestos Abatement Inc. completes all of its projects in a professional and timely manner.

The project consists of the removal of approximately 30 windows, 7000sq ft of plaster, 260 sq ft of sheet flooring, 420 sq ft of floortile, 480 sq ft of textured plaster, 3400sq ft of exterior textured paint, 40 sq ft of duct and 100 sq ft of asbestos debris from the house at 597 E. Grand Blvd. 3rd party air clearance testing is required for this type of project therefore included in the price. Prevailing wages are figured for this quote. We will provide our own power & water for this work. Work hours are M-F during normal business hours.

597 E. Grand Blvd Price = \$47,000.00

This price is valid for 60 days from the date listed at the top. If you have any questions feel free to call me. Thank you.

Respectfully,



Eric Kuznicki, Estimator



Accepted By: _____
Signature

Print & date: _____

**Asbestos
Abatement
Incorporated**

June 12, 2013

2420 N. Grand River
Lansing, Michigan 48906-3914
(517) 323-0052
Fax (517) 323-7382

Charter Township of Ypsilanti
Attn: Ron Fulton
7200 S. Huron River Dr.
Ypsilanti, MI 48197

RE: 554 E. Grand Blvd- Asbestos Removal

Asbestos Abatement Inc. is pleased to provide you with the following proposal for your consideration. All of our prices include labor, materials, equipment, insurance, disposal, and applicable taxes. Asbestos Abatement Inc. completes all of its projects in a professional and timely manner.

The project consists of the removal of approximately 120 sq ft of duct, 12 windows and 2 doors from the house at 554 E. Grand Blvd. 3rd party air clearance testing is required for this type of project therefore included in the price. Prevailing wages are figured for this quote. We will provide our own power & water for this work. Work hours are M-F during normal business hours.

554 E. Grand Blvd Price = \$2,400.00

This price is valid for 60 days from the date listed at the top. If you have any questions feel free to call me. Thank you.

Respectfully,



Eric Kuznicki, Estimator



Accepted By: _____
Signature

Print & date: _____

CHARTER TOWNSHIP OF YPSILANTI

To: Board of Trustees

From: Mike Radzik
Office of Community Standards

Re: Request to authorize legal action, if necessary, to abate the public nuisance located at 322 Devonshire Rd and adjoining vacant lot; contingent upon approval of budget amendment #10 to include funding in General Fund account 101-950.000-801.023

Date: June 17, 2013

Copy To: Doug Winters, Attorney

The Office of Community Standards has conducted a public nuisance investigation at the following location and seeks authorization to initiate legal action to abate the nuisance that currently exists at:

322 Devonshire Rd & Adjoining Vacant Lot
Parcel ID K-11-11-274-027 and K-11-11-274-026

These two adjoining parcels of land contain a single family house and vacant lot located in the Thurston School neighborhood near Parkwood and Ford Blvd and has been the site of a commercial construction business known as McCormick Construction since approximately 1949-1956. The storage of large commercial construction vehicles and associated equipment and activity nestled amongst residential homes in a densely populated subdivision has been a source of aggravation and resident complaints for many years. Please refer to the enclosed GIS images as visual aids.

Under modern zoning regulations, this situation would not have been allowed to exist. OCS staff is researching historic documents to determine what ordinance regulations were in effect at the time the land use began, and it has not been determined whether the land use has been lawful. OCS staff has attempted in the past to abate the nuisance created by this situation, but our attempts have been exacerbated by an undocumented district court opinion and a legal non-conforming use status alleged to exist by the former property owner.

Recently, however, the ownership interests in both parcels of land have changed as a result of bank foreclosure activity. A title search has established that both parcels of land are currently owned by Deutsche Bank National Trust Company. Both parcels of land remain in a blighted condition as witnessed by the enclosed photographic evidence. In consultation with legal counsel, it has been determined that this is an opportune time to move forward to permanently abate this public nuisance for the benefit of the neighborhood and the community. OCS staff is

preparing to execute an administrative search warrant for the site in an effort to collect more evidence to support this action.

In consideration of the circumstances and limited window of opportunity, I respectfully request that the Board of Trustees authorize legal counsel to file litigation, if necessary, to permanently abate the blight that exists at this location and to realign the land use to comply with current zoning standards.

This request to authorize legal action is contingent upon separate approval of Budget Amendment #10 that will provide necessary funding for this project.

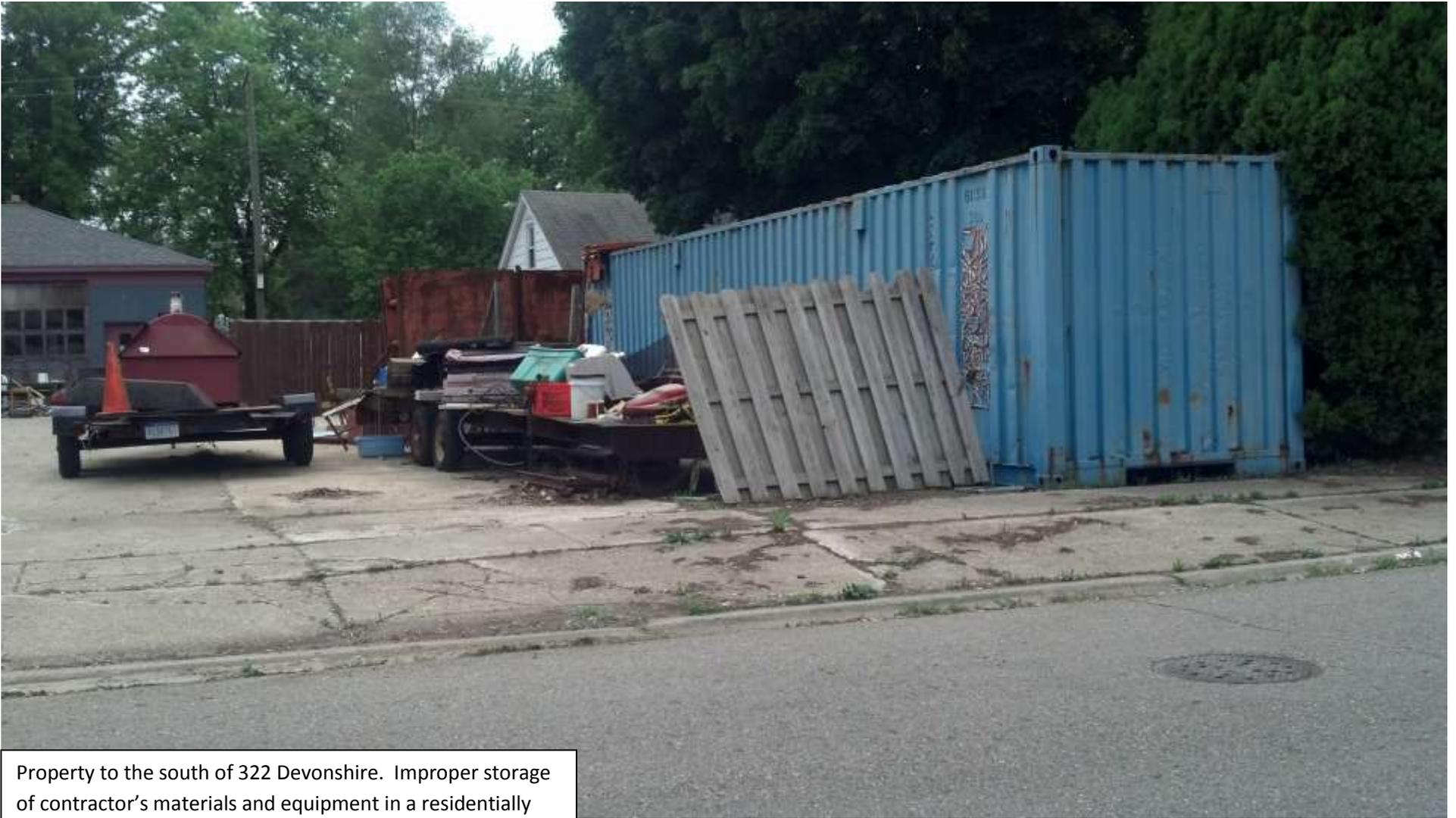
Thank you for your consideration and continued support of our nuisance abatement program.

322 Devonshire



Property to the south of 322 Devonshire. Improper storage of contractor's materials and equipment in a residentially zoned district. All materials and equipment shall be removed.

322 Devonshire



Property to the south of 322 Devonshire. Improper storage of contractor's materials and equipment in a residentially zoned district. All materials and equipment shall be removed. Improper installation of a 6-foot tall privacy fence within the front yard. Fence shall also be removed.



Property to the south of 322 Devonshire. Improper storage of contractor's materials and equipment in a residentially zoned district. All materials and equipment shall be removed.



322 Devonshire

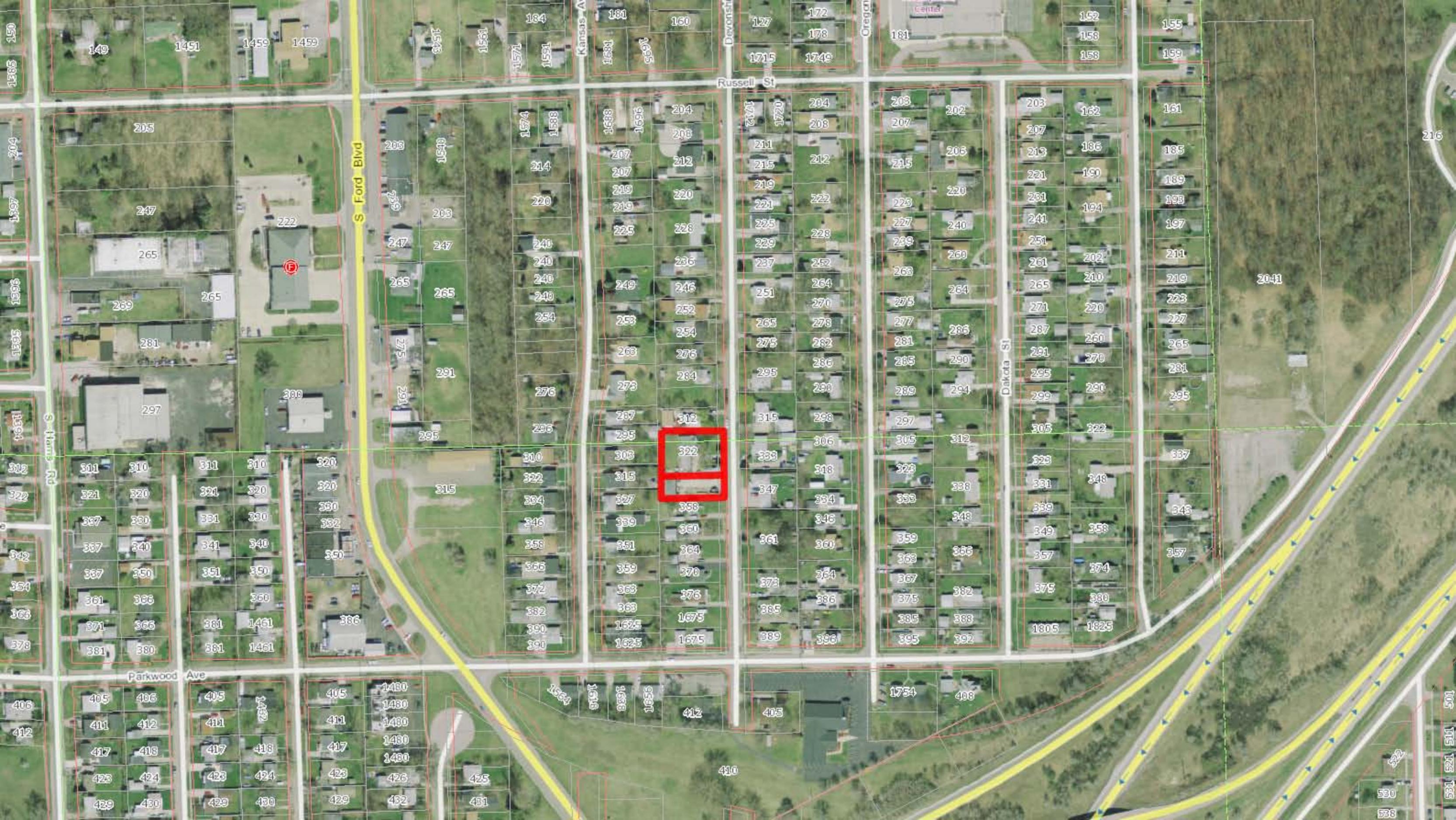


Driveway of 322 Devonshire. General blight needs to be removed.

322 Devonshire



Southern property line of 322 Devonshire. Some construction materials have spilled over from neighboring property causing this property to be in violation.



322

F

S Ford Blvd

Russell St

Kansas - A

Devonshire

Oregon

Dakota St

Home Rd

Parkwood Ave

530
538



1200 State Circle
Ann Arbor, MI 48108-1691
734.302.3100

FIRE DISPATCHING SERVICE AGREEMENT

BETWEEN

EMERGENT HEALTH PARTNERS, INC.

AND

YPSILANTI CHARTER TOWNSHIP

This Fire Dispatching Service Agreement, effective the 1st day of July, 2013, between the **YPSILANTI CHARTER TOWNSHIP**, 222 S. Ford Blvd., Ypsilanti, MI 48198, a municipal corporation ("**Township**"), on behalf of the Ypsilanti Charter Township Fire Department ("**Fire Department**"), and **EMERGENT HEALTH PARTNERS, INC.**, 1200 State Circle, Ann Arbor, Michigan 48108, a Michigan nonprofit corporation, ("**EHP**").

WITNESSETH:

Whereas, Township is contracting with EHP to provide the Fire Department with certain dispatching services according to the terms of this Agreement; and

WHEREAS, EHP is currently operates a secondary public safety answering point and is engaged in the communication and dispatch of fire departments and ambulance services; and

WHEREAS, the Township and EHP mutually desire and agree that EHP shall provide communications and dispatching services, on behalf of the Fire Department,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

SECTION 1

SERVICES, EQUIPMENT AND PERSONNEL TO BE PROVIDED BY EHP

1.1 General Statement. EHP shall provide the following fire dispatching and communications services, including equipment and personnel on behalf of the Fire Department on an exclusive, "as needed" basis, twenty-four (24) hours a day, three hundred sixty-five (365) days a year, pursuant to the terms of this Agreement.

1.2 Dispatching and Communications Services ("**Services**").

1.2.1. Services. EHP shall provide the following services to the Fire Department:

- a. Answer 9-1-1 calls, other telephone lines, and radio channels for the purpose of receiving, documenting, and recording requests for Fire Department services.
- b. Promptly notify the Fire Department of valid requests for Fire Department services ("**Service Request**") pursuant to guidelines, policies, procedures, and protocols established by EHP and approved by the Fire Department.
- c. Maintain radio coordination of service requests. Monitor, document, and record Fire Department communications activity.
- d. Cooperate fully with the Fire Department in any individual review of a Service Request.
- e. Cooperate fully in an annual review and in the development, preparation, and filing of administrative reports as may be reasonably required by the Fire Department for its appropriate operation.
- f. Make available such records as may be reasonably necessary and relevant to verify the number of Fire Department Service Requests made by EHP, and to verify EHP's actual dispatching costs, for purposes of establishing the annual fixed fee per dispatch to be paid by the Township to EHP pursuant to Section 3 of this Agreement.
- g. Neither EHP nor any of its personnel, in their capacity as providing Services pursuant to this Agreement, shall in any way be involved in the fire suppression or other direct activities of the Fire Department,

1.2.2. Exceptions to Services. EHP's obligations for Services pursuant to this Agreement are limited, however, by EHP's technical ability to adequately receive telephone information, as well as receive and transmit radio transmissions. The parties acknowledge that callers reporting emergencies are often difficult to understand and locate. The parties further acknowledge that EHP and the Fire Department utilize communications systems that neither party owns or maintains. EHP shall not be obligated to provide services pursuant to this Agreement if it is unable to do so for any reasons beyond its reasonable control.

1.3 Telecommunications Equipment. EHP agrees to provide Services using appropriate telecommunications equipment, including radio control consoles, radio base stations, telephone answering equipment, computer aided dispatch software, and telephone recording equipment. For the equipment that EHP owns and controls, EHP shall be responsible for the maintenance and repair of the above-mentioned telecommunications equipment.

1.4 Personnel. EHP shall provide qualified personnel to provide communications and dispatch service pursuant to this Agreement.

1.5 Performance Standards. EHP shall provide Services in good faith, in a timely manner, and accordance with industry standards.

1.6 Compliance with Law, Rules, and Regulations. In its performance of this Agreement, EHP shall comply with all laws, rules, regulations, ordinances and permits relevant to the provision of Services.

1.7 Non-Discrimination. EHP will not discriminate against any individual that requests Services, nor any employee or applicant for employment because of race, creed, color, sex, sexual preference, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of EHP's business).

SECTION 2

SERVICES, EQUIPMENT AND PERSONNEL TO BE PROVIDED BY THE YPSILANTI CHARTER TOWNSHIP FIRE DEPARTMENT

2.1 General Statement. The Township and the Fire Department shall retain ultimate authority and control over its own governance and operations.

2.2 Communications and Computer Equipment. The Fire Department shall provide and be responsible for its own radio communications and computer equipment for its individual stations, trucks and personnel.

2.3 Specialized Communications and Computer Equipment. It will be the responsibility of the Fire Department to provide to EHP any specialized communications or computer equipment, which is unique to its specific needs, and not used by EHP or the other fire departments that it provides Services for.

2.3 Compliance with Laws, Rules and Regulations. The Township and the Fire Department shall comply with all necessary laws, rules, regulations, ordinances, licenses or permits relevant to the provision of its responsibilities pursuant to this Agreement.

SECTION 3

PAYMENTS TO EHP FOR SERVICES, EQUIPMENT AND PERSONNEL

3.1 Basic Provision. In consideration of receiving Services, equipment and personnel provided by EHP to the Fire Department, the Township agrees to pay EHP monthly fee, which is recalculated annually. The fee, which is further described in **Appendix "A"**, is determined by dividing EHP's total cost of providing ambulance and fire department dispatching services by the activity of all of the individual agencies dispatched ("**Dispatched Agencies**").

3.2 First Year Fee. For the initial annual period of July 1, 2013 through June 30, 2014, the monthly fee for the Township is \$5,555.64 for a total fee of \$66,683.36 annually.

3.3 Payment. The Township shall pay EHP within sixty (60) days of receipt of invoice.

3.4 Subsequent Annual Fees. Each January, EHP will determine the cost and volume of activity for all of its Dispatched Agencies for the previous calendar year. This calculation will be used in determine the rate for the subsequent period beginning on July 1st. EHP shall notify the Township of the fee for the following period no later than February 28th.

SECTION 4

TERM AND TERMINATION

4.1 Term. This Agreement shall commence on July 1, 2013 and continue through June 30, 2015. Thereafter, this Agreement shall be automatically renewed for additional, successive one (1) year terms unless terminated by either party by giving the other at least sixty (60) days advance written notice.

In the event that either party provides notice of termination under this Section, EHP shall continue to provide Services to the Fire Department for up to three (3) months after the termination date, until September 30th, under the prevailing current fee while the Township makes other arrangements for dispatching services.

4.2 Termination. This Agreement may be sooner terminated as set forth below.

4.2.1. Termination During Annual Renewal. The agreement may be terminated by either party in accordance with Section 4.1.

4.2.2. Event of Substantial Default. In the event that either party has substantially defaulted in the performance of any obligation under this Agreement, the objecting party shall provide the defaulting party with written notice of the substantial default. If the default has not been cured within thirty (30) days, the objecting party shall have the option to terminate this Agreement.

4.2.3. Mutual Agreement. This Agreement may be sooner terminated by mutual written agreement of the parties.

4.2.4. Loss or Reduction of Insurance Coverage. In the event either EHP or the Township shall receive notice of a prospective change in the scope of insurance carried by either party pursuant to this Agreement; or with respect to an unreasonable increase in premiums charged for such insurance; or with respect to any other change in such insurance that is adverse to the insured or adverse to the party paying premiums, then, if such change would be a material change in such premiums, coverage, or other terms, the party receiving such notice shall at once give written notice of such change to the other party to this Agreement.

Either party to this Agreement, if adversely affected by such change, may terminate this Agreement on grounds of such change by giving at least thirty (30) calendar day's written notice of termination to the other party. In no event shall such termination be effective prior to the date when the insurance change goes into effect.

Either party to this Agreement, upon receiving notice of termination under this Section 4.2.4., may elect to prevent termination by curing the change. For purposes of the prior sentence: (a) with respect to a premium increase, "cure" means paying the increased premium for the balance of the Agreement's term; (b) with respect to termination, reduction in coverage, or other changes, "cure" means providing substitute coverage or substitute insurance.

4.3 Post-Termination Obligations. Upon termination of this Agreement, the parties shall cooperate with each other in the orderly transfer of obligations under this Agreement. Following the effective date of termination, each party shall remain liable for their own obligations or liabilities arising from activities carried on prior to the effective date of termination.

SECTION 5

GENERAL PROVISIONS

5.1 Insurance.

5.1.1. EHP.

a. Errors and Omissions Insurance. EHP shall provide commercial insurance to cover errors and omissions for Services, equipment and personnel provided to the Township pursuant to this Agreement. Insurance shall be in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, covering the activities of EHP, the Township, and their employees, elected officials, directors, officers and agents in connection with the obligations performed by each party pursuant to this Agreement.

b. Comprehensive General Liability Insurance. EHP shall provide commercial comprehensive general liability insurance in the amount of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate, covering the respective activities of EHP, its employees, directors, officers and agents in connection with its obligations performed pursuant to this Agreement.

5.1.2. Notice of Claim. In the event any claim is asserted against either party to this Agreement, or both of them, or against one or more of them, and one or more other persons, the parties of this Agreement shall give prompt notice of such claim to one another and shall cooperate in the defense of such claim, to the extent their separate interests permit.

5.2 Independent Contractor Relationship. It is expressly understood and agreed by the parties that EHP is acting as an independent contractor with respect to the provision of Services, equipment and personnel to the Township and Fire Department pursuant to this Agreement. Nothing in this Agreement is intended to create an employer/employee or joint venture relationship or allow the Township to exercise control or direction over the manner or method by which EHP performs Services which are the subject matter of this Agreement; provided always that the Services to be provided by EHP shall be provided in a manner consistent with the provisions of this Agreement.

5.3 Compliance with Laws and Regulations. EHP shall comply with all federal, state and local regulations, including, but not limited to all applicable OSHA/MIOSHA requirements and the Americans With Disabilities Act.

5.4 Interpretation of Agreement. This Agreement shall be governed by and interpreted under the laws of the State of Michigan.

5.5 Amendments. This Agreement contains the entire agreement between the parties hereto, and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any additions or amendments to this Agreement subsequent hereto shall be of no force and effect unless in writing and signed by both parties.

5.6 Non-Assumption of Liabilities. Neither party hereto, by entering into and performing this Agreement, shall become liable for any of the existing or future liabilities of the other party or of anyone affiliated with the other party, except as expressly provided herein. It is not the intent of the parties that either party assume the risks of anyone else or become guarantor, insurer, or indemnitor for anyone else, except as expressly provided herein. In no event shall either party be liable to the other for special, incidental or consequential damages, even if the other party has been advised of the possibility of such damages.

5.7 Limited Enforcement. This Agreement is intended solely for the benefit of the parties hereto, and there is no intention, express or otherwise, to create rights or interest for any party or persons other than the Township and EHP.

5.8 No Assignment. Neither party shall have the right to assign their rights and obligations under this Agreement without advance, written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed of the ___ day of _____, 20__:

YPSILANTI CHARTER TOWNSHIP
("TOWNSHIP")

EMERGENT HEALTH PARTNERS INC.
("EHP")

By: _____

By: _____

Its: Supervisor

Its: President and CEO

By: _____

Its: Clerk

By: _____

Its: Clerk

APPENDIX "A"

EHP shall maintain an accounting of expenses for dispatching services in a separate and distinct cost center. The cost center shall include all expenses which are incurred in jointly dispatching all fire departments and ambulance services, including but not limited to facility depreciation, leasehold improvements, building maintenance, property taxes (if any), utilities including gas, electric, water and sewer, common radio equipment, common computer equipment software and other technology, back up electrical generators or supplies, telecommunications maintenance agreements, software licenses and support, personnel including wages and benefits and allocated costs for administrative support.

EHP and individual fire departments shall be responsible for their own mobile and portable radio equipment, mobile data terminals, station communications equipment, as well as specialized telecommunications connectivity such as ISDN, T1, microwave, fiber or other similar technologies.

Each January, EHP will determine the total expense of providing shared dispatching services (the cost) for the preceding 12-month fiscal year ending June 30th.

EHP will also determine the number of dispatched alarms (the activity) provided to each fire department and ambulance service. As used here, a "dispatched alarm" refers to an incident in which fire department or ambulance service is dispatched, without respect to whether a communication to or from EHP played a role in its dispatching. Each incident shall constitute a single "dispatched alarm", whether one or several pieces of equipment/vehicles were dispatched, and whether there is or is not ultimately a need for the agency's services at the scene.

The annual Cost will then be divided by the annual Activity to determine the "per dispatch" cost. The per dispatch cost and the individual agency's activity will be used to determine the amount to be charged for the next 12-month period beginning July 1st. The "per dispatch cost" beginning July 1st will be \$16.36. This rate shall be effective through June 30, 2015.



Office (734) 544-4225
Fire Chief (734) 544-4110
Fire Marshal (734) 544-4107
Fax (734) 544-4195

FIRE DEPARTMENT
222 SOUTH FORD BOULEVARD
YPSILANTI, MICHIGAN 48198-6067

June 6, 2013

Charter Township of Ypsilanti
Supervisor Brenda Stumbo and Trustee Board
7200 S. Huron River Drive

Dear Madam Supervisor and Trustee Board,

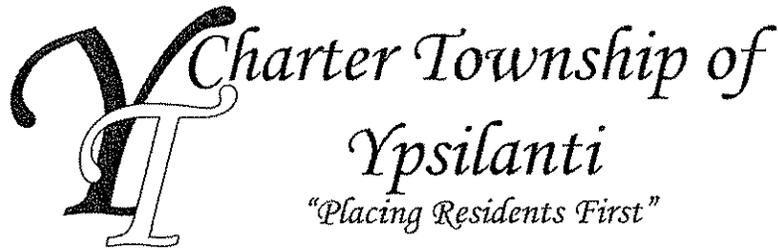
In service to the Township, I am requesting for the June 24, 2013 Township board meeting to present the following item(s) for consideration:

- 1) Adoption of a contract proposal from the City of Ypsilanti to the Charter Township of Ypsilanti for providing "temporary" Fire Prevention/Marshal services to the City.

Thank You,

Eric Copeland, Fire Chief Ypsilanti Township

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



Supervisor's Office

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

TO: Karen Lovejoy Roe, Clerk

FROM: Brenda L. Stumbo, Supervisor 

DATE: June 12, 2013

RE: 2013-18 Contracts for the Middle Huron Partnership and Stormwater Advisory Group

Attached are the 2013-18 contracts for the Middle Huron Partnership and Stormwater Advisory Group. The cost will be \$7,557 annually and it is budgeted in line item 101.780.000.801.000.

Please place this item on the June 24, 2013 agenda for the Township Board's consideration. We have spoken with Ric Lawson of the Huron River Watershed Council and he has agreed to attend the meeting to answer any questions the Board may have. Once the agenda has been prepared, please send Mr. Lawson a copy.

If you have any questions, please contact my office.

tk

Attachment

PROFESSIONAL SERVICE CONTRACT

Project: Middle Huron Partnership and Stormwater Advisory Group

Agreement is made this thirtieth of May, 2013 by the Ypsilanti Charter Township (Township), Civic Center, 7200 S. Huron River Dr., Ypsilanti, MI 48197, and the Huron River Watershed Council (Council), 1100 North Main, Suite 210, Ann Arbor, Michigan, 48104.

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I – SCOPE OF SERVICES

The Council will provide services as described in the Statement of Work (Middle Huron Partnership and Stormwater Advisory Group Work Plan).

ARTICLE II – COMPENSATION

For services provided, the Township will pay the Council \$7,557 annually for a period of six years following receipt of an annual invoice from the Council.

ARTICLE III – REPORTING OF CONSULTANT

Section 1 - The Council is to coordinate activities with the Township and will cooperate and confer with individuals as necessary to ensure satisfactory work.

Section 2 – When applicable, the Council will submit annual reports and a final written report to the Township.

ARTICLE IV – TERM

This contract begins on January 1, 2013 and ends on December 31, 2018.

ARTICLE V – PERSONNEL

The parties agree that the Council is neither an employee nor an agent of the Township for any purposes.

ARTICLE VI – INSURANCE REQUIREMENTS

The Council will maintain at its own expense during the term of this contract, the following insurance:

1. Worker's Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage.
3. Council will indemnify the Township and its officers, employees and agents from all liability of any sort that may result from injury or death to any person or loss or damage to any property in the performance of any services funded in whole or in part under this Agreement.

ARTICLE VIII – COMPLIANCE WITH LAWS AND REGULATIONS

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

ARTICLE IX- EQUAL EMPLOYMENT OPPORTUNITY

The Council will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of business).

PROFESSIONAL SERVICE CONTRACT
Project: Middle Huron Watershed Initiative

The Council will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Council agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Council, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief.

ARTICLE X – ASSIGNS AND SUCCESSORS

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

ARTICLE XI – TERMINATION OF CONTRACT

Either party may terminate the contract by giving thirty (30) days written notice to the other party. In the event of termination of contract by either party, any Township funds not disbursed at that time will be returned by the Council to the Township.

ARTICLE XII – EQUAL ACCESS

The Council shall provide the services set forth in the Statement of Work without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIII – OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public.

ARTICLE XIV – PAYROLL TAXES

The Council is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the Township against such liability

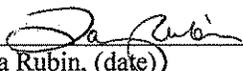
ARTICLE XV – CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the Township and the Council will be incorporated into this contract by written amendments signed by both parties.

Ypsilanti Charter Township

HURON RIVER WATERSHED COUNCIL

By: _____
Brenda Stumbo (date)
Supervisor

By:  June 4, 2013
Laura Rubin, (date)
Executive Director



Huron
River
Watershed
Council

Protecting the river since 1965

1100 N. Main Street Suite 210
Ann Arbor, MI 48104
(734) 769-5123
www.hrwc.org

TO: Middle Huron Initiative Partners and
Stormwater Advisory Group
FROM: Ric Lawson, Watershed Planner
RE: Six-year Work Plan and Budget
DATE: May 10, 2013

HRWC is currently providing services to municipalities and agencies within the Huron River Watershed in Washtenaw for projects with similar missions: the Middle Huron Stormwater Advisory Group (SAG) to address watershed-wide compliance with state stormwater regulations, and the Middle Huron Initiative Partnership (Partnership) to reduce phosphorus contributions to meet the Total Maximum Daily Load (TMDL) for Ford and Belleville Lakes.

All stormwater-regulated organizations in the Huron River Watershed were required to submit permit applications to the State by April 1, 2013. Representatives from these organizations met on December 5, 2012 (and again in January) to discuss the development of stormwater permit applications and related activities for the next five years (permit cycle). Members in attendance agreed to a joint work plan to save effort and minimize costs, to more broadly share lessons and ideas, and to more comprehensively meet the goals of the permits and stormwater management. The current contract and budget for these efforts expired at the end of calendar year 2012.

The proposed work plan below includes tasks to address all watershed initiatives and services for six years, which includes the 2013 application year and the five-year permit cycle. Since some tasks are not relevant for all groups, I have identified the project associated with each task. The proposed work plan includes activities that are essential to fulfilling the expectations set forth in the Cooperative Agreement for the MHI Partnership and Phase I or II Stormwater Permit regulations.

Timeline: This proposed work plan begins January 1, 2013 and ends December 31, 2018.

Tasks for both groups:

Task 1: Coordinate and facilitate meetings

Description: The groups generally meet together on a quarterly basis. During the permit application process, the SAG will meet as needed. Subcommittee work groups will also meet as needed. HRWC will prepare communications for all meetings including agenda, agenda item materials, and follow-up items; facilitate meetings; and coordinate with guest speakers.

Rationale: Public meetings are required for the stormwater permits and are necessary for planning and coordination.

Task 2: Prepare program reports

Description: Several reports are needed for all groups. Progress reports are required for permitting twice during the permit cycle. Annual reporting is also a commitment by the Middle Huron Partnership. HRWC will develop a reporting framework in 2013 and begin populating it for reporting in 2014 and subsequent years. HRWC will compile and summarize relevant information as needed for individual member stormwater reports. Some individual MS4 information will need to be

added to complete reports before submittal. All reports will be published and distributed through the HRWC website.

Rationale: Annual reports are required in the Partnership Agreement and biennial reports are required for stormwater permits. The reports also provide the basis for measuring and reporting progress.

Task 3: Conduct water quality and flow monitoring

Description: HRWC will work with the watershed groups to plan and execute water quality and flow monitoring and stormwater investigation for the field seasons (April to September). Water quality and flow monitoring provide an overall assessment of the health of the watershed, identifying areas of success and in need of greater attention. Monitoring will rotate among sites each year to minimize cost and maintain continuity of data. HRWC will work with watershed group members to integrate monitoring with Illicit Discharge Elimination Programs (IDEP). Work will include the following steps: measure stream discharge (Q) at long-term monitoring sites (currently 10 in Washtenaw) during dry and wet weather conditions; monitor key water quality indicators at long-term sites and additional stormwater investigative sites during dry and wet weather conditions; obtain and maintain equipment; train field crew; deliver water samples to lab; obtain lab results and enter into database; analyze and synthesize data; communicate monitoring results in report form for a general audience; present results at semi-annual meetings; and disseminate monitoring reports to members and post on HRWC website.

Rationale: Monitoring for TMDL areas is required by the stormwater permits. It is necessary to help determine pollutant hot spots and assess progress.

Task 4: Update and revise Watershed Management Plans (WMPs)

Description: A master (Middle Huron) WMP covers Washtenaw County. This plan needs to be revised once during the work plan period to update information and re-evaluate project priorities. HRWC will work with all necessary stakeholders to revise the WMP to meet requirements, and will finalize and submit revised plans to MDEQ, as necessary.

Rationale: WMP revision is not required by stormwater permits, but is necessary to facilitate coordinated management and provides the basis for securing external project funding.

Task 5: Develop priority implementation projects

Description: HRWC will work with watershed groups to secure funding for priority projects that are consistent with WMP and other priorities. Funds for this task may also be used to participate in relevant implementation projects per guidance from watershed groups. This may include advising or participating, upon request, in projects initiated by individual member organizations.

Rationale: Successful proposals will leverage the budget and keep overall costs down. Projects will help to achieve group goals and address commitments in permit applications.

Stormwater Only Tasks:

Task 6: Provide technical assistance on permit compliance

Description: HRWC will facilitate discussion and development of watershed-wide permit application materials and deliver to MDEQ by April 1, 2013. HRWC will consult

HRWC Proposal for Livingston and Washtenaw Watershed Groups

2013-18

Page 2 of 3

with watershed group members on an as-needed basis to provide advice, information and assistance with all aspects of the stormwater permit. If audited, HRWC staff will meet with state auditors regarding permit-related watershed activities. HRWC will also represent watershed group members at statewide MS4 meetings or relevant stormwater management discussions.

Rationale: Stormwater permit applications allow for submission of joint materials. Joint planning can be more efficient, reduce costs, and meet overall goals more effectively. HRWC is periodically asked to provide individual permittee support.

Task 7: Continue to implement the Public Participation and Public Education Plans (PEP)

Description: HRWC will develop and execute tasks to meet the public education requirements. Major items will include development of educational advertising, regular development and distribution of an annual or 2-year calendar, representation at regional public events and development of stormwater management content for local distribution and use. This task also includes project management and promotion of an ongoing storm drain adoption program to increase public awareness and stewardship of storm drain catch basins. Details will be included in the PEP.

Rationale: PEP implementation is required by the stormwater permit and permittees agreed to submit a joint plan to MDEQ. Joint watershed education is more consistent and effective at a lower overall cost.

Middle Huron Partnership Only Tasks:

Task 8: Assist Partners with preparing an updated Cooperative Agreement

Description: HRWC will update the current Cooperative Agreement and revise it based on Partner feedback, collect signatures, and distribute the agreement to Partners.

Rationale: The current agreement expired on October 1, 2009. An updated draft of the Cooperative Agreement has been developed. It was on hold to wait for details from MDEQ on the TMDL and stormwater permits.

Budget: A task budget (appended) was prepared for the complete 6-year work plan. A budget allocation table (appended) was also prepared to allocate the budget across stakeholders based on jurisdictional area and population in the watershed.

Livingston/Washtenaw County Watershed Group Work Plan Budget (2013-2018)

Task Description	Item	Year						Totals
		2013	2014	2015	2016	2017	2018	
Watershed Activities								
1 Meeting preparation and facilitation	Staff	\$ 6,100	\$ 4,398	\$ 3,883	\$ 3,999	\$ 4,119	\$ 4,243	\$ 26,743
	Other							\$ -
	Total	\$ 6,100	\$ 4,398	\$ 3,883	\$ 3,999	\$ 4,119	\$ 4,243	\$ 26,743
2 Progress reporting	Staff	\$ 6,100	\$ 6,283	\$ 1,294	\$ 1,333	\$ 1,373	\$ 3,536	\$ 19,919
	Other							\$ -
	Total	\$ 6,100	\$ 6,283	\$ 1,294	\$ 1,333	\$ 1,373	\$ 3,536	\$ 19,919
3 Water quality and flow monitoring	Staff	\$ 31,720	\$ 32,672	\$ 33,652	\$ 34,661	\$ 35,701	\$ 36,772	\$ 205,178
	Other (1)	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 15,000
	Total	\$ 34,220	\$ 35,172	\$ 36,152	\$ 37,161	\$ 38,201	\$ 39,272	\$ 220,178
4 WMP Revisions	Staff	\$ 610	\$ 628	\$ 647	\$ 17,331	\$ 687	\$ 707	\$ 20,610
	Other							\$ -
	Total	\$ 610	\$ 628	\$ 647	\$ 17,331	\$ 687	\$ 707	\$ 20,610
5 Implementation projects	Staff	\$ 2,440	\$ 2,513	\$ 4,854	\$ 4,999	\$ 5,149	\$ 5,304	\$ 25,259
	Other							\$ -
	Total	\$ 2,440	\$ 2,513	\$ 4,854	\$ 4,999	\$ 5,149	\$ 5,304	\$ 25,259
Subtotal		\$ 49,470	\$ 48,994	\$ 46,830	\$ 64,824	\$ 49,529	\$ 53,062	\$ 312,709
Stormwater Activities								
6 Permit application and compliance	Staff	\$ 12,200	\$ 1,257	\$ 1,294	\$ 1,333	\$ 1,373	\$ 2,829	\$ 20,286
	Other							\$ -
	Total	\$ 12,200	\$ 1,257	\$ 1,294	\$ 1,333	\$ 1,373	\$ 2,829	\$ 20,286
7 Public Participation and Education	Staff	\$ 50,630	\$ 52,149	\$ 53,713	\$ 55,325	\$ 56,985	\$ 58,694	\$ 327,496
	Other (2)	\$ 38,000	\$ 12,400	\$ 38,000	\$ 12,400	\$ 38,000	\$ 12,400	\$ 151,200
	Total	\$ 88,630	\$ 64,549	\$ 91,713	\$ 67,725	\$ 94,985	\$ 71,094	\$ 478,696
Subtotal		\$ 100,830	\$ 65,806	\$ 93,008	\$ 69,058	\$ 96,358	\$ 73,923	\$ 498,981
Middle Huron Partnership Activities								
8 Update Cooperative Agreement	Staff	\$ 6,100	\$ -	\$ -	\$ -	\$ -	\$ 7,072	\$ 13,172
	Other							\$ -
	Total	\$ 6,100	\$ -	\$ -	\$ -	\$ -	\$ 7,072	\$ 13,172
Subtotals		\$ 156,400	\$ 114,800	\$ 139,837	\$ 133,882	\$ 145,887	\$ 134,056	\$ 824,862
Administration	@ 5%	\$ 7,820	\$ 5,740	\$ 6,992	\$ 6,694	\$ 7,294	\$ 6,703	\$ 41,243
Total		\$ 164,220	\$ 120,540	\$ 146,829	\$ 140,576	\$ 153,181	\$ 140,759	\$ 866,105

- (1) includes cost of equipment purchase and maintenance
 (2) budget based on bi-annual calendar and supplemental advertising in "off-years"

6-year average	\$ 144,351
Livingston WAG Average	\$ 35,539
Washtenaw SAG/MH Average	\$ 108,812
Total without Livingston	\$ 652,871
SAG	\$ 491,502
MHI	\$ 161,370
Total	\$ 652,871

**Middle Huron Partnership and SAG
Proposed Cost Allocation
HRWC 2013-18 Work Plan**

Total Budget \$ 652,872
Partnership \$ 161,370
SAG \$ 491,502

Community Name	Total Area (acres)	Total Population	% Total Watershed Population	% Total Watershed Area	Partnership Point Source Assessment	Partnership NPS Assessment	Total Partnership Assessment	SAG Assessment	Total 6-year Assessment	Annual Assessment
Ann Arbor	17,490	116,652	54.1	16.9	\$ 16,137	\$ 26,005	\$ 42,142	\$ 160,321	\$ 202,463	\$ 33,743.83
Ann Arbor Twp	11,398	4,143	1.9	11.0	\$ -	\$ 4,578	\$ 4,578	\$ -	\$ 4,578	\$ 763.00
Barton Hills		305	0.1	0.0	\$ -	\$ 1,500	\$ 1,500	\$ 321	\$ 1,821	\$ 303.50
Belleville	746	3,976	0.8	0.3	\$ -	\$ 1,500	\$ 1,500	\$ -	\$ 1,500	\$ 250.00
Chelsea	1,487	5,089	2.4	1.4	\$ 6,455	\$ 1,218	\$ 7,673	\$ -	\$ 7,673	\$ 1,278.83
Dexter	931	4,443	2.1	0.9	\$ 6,455	\$ 909	\$ 7,363	\$ 6,709	\$ 14,072	\$ 2,345.33
Dexter Twp	21,174	6,179	0.9	6.2	\$ -	\$ 2,415	\$ 2,415	\$ -	\$ 2,415	\$ 402.50
Loch Alpine			0.0	0.0	\$ 3,227	\$ -	\$ 3,227	\$ -	\$ 3,227	\$ 537.83
Lodi Twp	22,070	6,307	0.7	4.8	\$ -	\$ 1,843	\$ 1,843	\$ -	\$ 1,843	\$ 307.17
Northfield Twp	23,470	8,236	0.3	2.0	\$ -	\$ 1,500	\$ 1,500	\$ -	\$ 1,500	\$ 250.00
Pittsfield Twp	17,870	35,809	2.6	2.7	\$ -	\$ 1,775	\$ 1,775	\$ 12,016	\$ 13,791	\$ 2,298.50
Scio Twp	21,187	16,649	7.7	20.5	\$ -	\$ 10,243	\$ 10,243	\$ -	\$ 10,243	\$ 1,707.17
Superior Twp	22,734	13,325	3.4	12.1	\$ -	\$ 5,518	\$ 5,518	\$ -	\$ 5,518	\$ 919.67
Van Buren Twp	23,084	29,246	4.5	7.3	\$ -	\$ 4,159	\$ 4,159	\$ -	\$ 4,159	\$ 693.17
Webster Twp	22,941	6,431	0.5	3.6	\$ -	\$ 1,308	\$ 1,308	\$ -	\$ 1,308	\$ 218.00
Ypsilanti	3,027	19,436	8.3	2.7	\$ -	\$ 3,842	\$ 3,842	\$ 24,666	\$ 28,508	\$ 4,751.33
Ypsilanti Twp	20,187	54,129	9.8	7.6	\$ -	\$ 6,206	\$ 6,206	\$ 39,134	\$ 45,340	\$ 7,556.67
Community Subtotal	229,796	330,355	100	100	\$ 32,274	\$ 74,520	\$ 106,792	\$ 243,167	\$ 349,959	\$ 58,327
WCWRC					\$ -	\$ 18,255	\$ 18,255	\$ 112,880	\$ 131,135	\$ 21,855.83
WCRC					\$ -	\$ 18,255	\$ 18,255	\$ 112,880	\$ 131,135	\$ 21,855.83
Ann Arbor Schools					\$ -	\$ 3,501	\$ 3,501	\$ 22,576	\$ 26,077	\$ 4,346.17
University of Michigan					\$ -	\$ 14,566	\$ 14,566	\$ -	\$ 14,566	\$ 2,427.67
Totals					\$ 32,274	\$ 129,096	\$ 161,369	\$ 491,503	\$ 652,872	\$ 108,812

Data sources:

Population estimates were provided by SEMCOG in December 2012 and are based on the 2010 US Census

Areas are based on a GIS analysis of municipality and Middle Huron Watershed boundaries by the Huron River Watershed Council

2013-2018 Budget and Allocation Explanation

Due to the efforts to combine work plan tasks for three separate groups (the Middle Huron Partnership (Partnership), Middle Huron SAG, and Livingston WAG), and the six year length of the budget (to match the stormwater permit cycle), the work plan budget and allocation became complicated. In an effort to clarify, please note the following:

1. The original reviewed budget included efforts to support the Livingston WAG. That group subsequently decided not to participate with Middle Huron efforts. Their portion of the total 6-year budget (\$35,539) is removed from the total budget at the bottom of the budget page. However, the original work plan task line item budgets that were negotiated with the groups remain. The total 6-year budget to be allocated was therefore reduced from \$866,105 to \$652,871.
2. Two groups of partners remain: the Partnership and SAG. Work plan task budgets that were applicable to both groups were divided evenly, and those that apply to only one group were added to that group's budget.
3. The budget allocation table allocates the total budget according to the group to which each municipality or agency belongs. The partnership budget is further allocated based on Point Source (4 major waste water treatment plants) contributions and a Non-Point Source allocation.
4. NPS and SAG assessments are based on an estimate of the total population within the Middle Huron River Watershed.
5. Each municipality or agency's 6-year budget allocation is therefore made up of 3 components: a Partnership point source assessment (if any), a Partnership NPS assessment, and a SAG assessment.
6. The final allocation is divided into annual assessments, which will be used for invoicing.

2013 YPSILANTI TOWNSHIP FOURTH AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

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

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

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

It is further understood that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverages for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverages to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

1. **Harris Road, Ecorse Road (M-17) to Russell Street:**

Work to include milling the existing surface, the placement of 3" bituminous overlay, structure adjustments and the associated project restoration. Final cost to be determined by competitive bid.

Estimated project cost: \$ 107,300.00

2. **Russell Street, Ford Boulevard to Harris Road:**

Work to include milling the existing surface, the placement of 3" bituminous overlay, structure adjustments and the associated project restoration. Final cost to be determined by competitive bid.

Estimated project cost: \$ 29,200.00

3. **Big Pine Drive, Huron River Drive to New Meadow Drive:**

Work to include milling the existing surface, the placement of 3" bituminous overlay, ADA sidewalk upgrades, and the associated project restoration. Final cost to be determined by competitive bid.

Estimated project cost: \$ 81,000.00

4. **Pine View Golf Estates North Subdivision:**

Work to include crack sealing. Roads to include: Vista Drive, Pine View Drive, Madrona Drive, South Eagle Court, North Eagle Court, and Red Oak Court.

Estimated project cost: \$ 27,000.00

5. **Merritt Road, Poplar Drive westerly to end of pavement:**

Work to include crack sealing.

Estimated project cost: \$ 22,500.00

AGREEMENT SUMMARY

2013 LOCAL ROAD PROGRAM

Harris Road	\$ 107,300.00
Russell Street	29,200.00
Big Pine Drive	81,000.00
Pine View Golf Estates North Subdivision	27,000.00
Merritt Road	<u>22,500.00</u>
Total Program	\$ <u>267,000.00</u>

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP UNDER THIS AGREEMENT DURING 2013 LESS ANY AVAILABLE AND ELIGIBLE BOND PROGRAM FUNDS:

\$ 267,000.00

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo, Supervisor

Witness

Karen Lovejoy Roe, Clerk

Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness

CHARTER TOWNSHIP OF YPSILANTI

2013 BUDGET AMENDMENT #10

June 24, 2013

101 - GENERAL OPERATIONS FUND

Total Increase \$382,804.00

Budget line item transfer between departments from Assessing Department line item budget for tax appeals to Community Stabilization Department line item for public nuisance legal services. There will be no net effect to the general fund budget for this line transfer.

Expenditures: Decrease line item transfer	Tax Appeals	101-209-000-811.001	(\$50,000.00)
			<u>(\$50,000.00)</u>
Expenditures: Increase line item transfer	Public Nuisance Legal Service	101-950-000-801.023	\$50,000.00
			<u>\$50,000.00</u>

Increase legal services for public nuisance litigation services to promote community stabilization. This includes the request for 322 Devonshire of \$30,000. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$255,000.00
			<u>\$255,000.00</u>
		Net Revenues	<u>\$255,000.00</u>
Expenditures:	Legal Services	101-210-000-801.002	\$155,000.00
	Public Nuisance Legal services	101-950-000-801.023	\$100,000.00
			<u>\$255,000.00</u>
		Net Expenditures	<u>\$255,000.00</u>

Increase for purchase of foreclosed property under the "First Right of Refusal", for Habitat for Humanity, who will reimburse the Township. This is funded by reimbursement from Habitat for Humanity.

Revenues:	Reimbursement - Habitat Humanity	101-000-000-688.100	\$68,484.00
			<u>\$68,484.00</u>
		Net Revenues	<u>\$68,484.00</u>
Expenditures:	Contribution - Land Bank	101-950-000-969.011	\$68,484.00
			<u>\$68,484.00</u>
		Net Expenditures	<u>\$68,484.00</u>

Increase Community Stabilization contribution land bank for professional service to abate asbestos at \$27,320 and to have independent air monitoring service for an estimated \$4,000 totaling \$31,320. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$31,320.00
			<u>\$31,320.00</u>
		Net Revenues	<u>\$31,320.00</u>
Expenditures:	Contribution - Land Bank	101-950-000-969.011	\$31,320.00
			<u>\$31,320.00</u>
		Net Expenditures	<u>\$31,320.00</u>

Increase various general fund departments payout of PTO & Sick Time bank line item ending in 708.004 per agreements of contracts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101.000.000.699.000	\$28,000.00
			<u>\$28,000.00</u>
		Net Revenues	<u>\$28,000.00</u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	101-171-000-708.004	500.00
	Salaries Pay Out - PTO&SICKTIME	101-201-000-708.004	3,600.00
	Salaries Pay Out - PTO&SICKTIME	101-209-000-708.004	2,000.00
	Salaries Pay Out - PTO&SICKTIME	101-215-000-708.004	5,000.00
	Salaries Pay Out - PTO&SICKTIME	101-227-000-708.004	1,600.00
	Salaries Pay Out - PTO&SICKTIME	101-253-000-708.004	1,000.00
	Salaries Pay Out - PTO&SICKTIME	101-265-000-708.004	6,000.00
	Salaries Pay Out - PTO&SICKTIME	101-371-000-708.004	1,300.00
	Salaries Pay Out - PTO&SICKTIME	101-774-000-708.004	7,000.00
			<u>28,000.00</u>
		Net Expenditures	<u>28,000.00</u>

CHARTER TOWNSHIP OF YPSILANTI

2013 BUDGET AMENDMENT #10

June 24, 2013

206 - FIRE FUND

Total Increase \$2,000.00

Increase various general fund departments payout of PTO & Sick Time bank line item ending in 708.004 per agreements of contracts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206.000.000.699.000	\$2,000.00
			<u>\$2,000.00</u>
			<u><u>\$2,000.00</u></u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	206.206.000.708.004	\$2,000.00
			<u>\$2,000.00</u>
			<u><u>\$2,000.00</u></u>

226 - ENVIRONMENTAL SERVICES FUND

Total Increase \$4,100.00

Increase various general fund departments payout of PTO & Sick Time bank line item ending in 708.004 per agreements of contracts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	226.000.000.699.000	\$4,100.00
			<u>\$4,100.00</u>
			<u><u>\$4,100.00</u></u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	226-226-000-708.004	\$4,100.00
			<u>\$4,100.00</u>
			<u><u>\$4,100.00</u></u>

230 - RECREATION FUND

Total Increase \$10,000.00

Increase various general fund departments payout of PTO & Sick Time bank line item ending in 708.004 per agreements of contracts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	230.000.000.699.000	\$10,000.00
			<u>\$10,000.00</u>
			<u><u>\$10,000.00</u></u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	230.751.000.708.004	\$10,000.00
			<u>\$10,000.00</u>
			<u><u>\$10,000.00</u></u>

236 - 14B DISTRICT COURT FUND

Total Increase \$10,000.00

Increase various general fund departments payout of PTO & Sick Time bank line item ending in 708.004 per agreements of contracts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	236.000.000.699.000	\$10,000.00
			<u>\$10,000.00</u>
			<u><u>\$10,000.00</u></u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	236.136.000.708.004	\$10,000.00
			<u>\$10,000.00</u>
			<u><u>\$10,000.00</u></u>

248 - RENTAL INSPECTION FUND

Total Increase \$500.00

Increase various general fund departments payout of PTO & Sick Time bank line item ending in 708.004 per agreements of contracts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	248.000.000.699.000	\$500.00
			<u>\$500.00</u>
			<u><u>\$500.00</u></u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	248.248.000.708.004	\$500.00
			<u>\$500.00</u>
			<u><u>\$500.00</u></u>

CHARTER TOWNSHIP OF YPSILANTI

2013 BUDGET AMENDMENT #10

June 24, 2013

249 - BUILDING DEPARTMENT FUND

Total Increase \$500.00

Increase various general fund departments payout of PTO & Sick Time bank line item ending in 708.004 per agreements of contracts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	249.000.000.699.000	\$500.00
			<u>\$500.00</u>
			<u><u>\$500.00</u></u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	249.249.000.708.004	\$500.00
			<u>\$500.00</u>
			<u><u>\$500.00</u></u>

252 - HYDRO STATION FUND

Total Increase \$1,200.00

Increase various general fund departments payout of PTO & Sick Time bank line item ending in 708.004 per agreements of contracts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	252.000.000.699.000	\$1,200.00
			<u>\$1,200.00</u>
			<u><u>\$1,200.00</u></u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	252.252.000.708.004	\$1,200.00
			<u>\$1,200.00</u>
			<u><u>\$1,200.00</u></u>

266 - LAW ENFORCEMENT FUND

Total Increase \$2,000.00

Increase various general fund departments payout of PTO & Sick Time bank line item ending in 708.004 per agreements of contracts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	266.000.000.699.000	\$2,000.00
			<u>\$2,000.00</u>
			<u><u>\$2,000.00</u></u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	266.304.000.708.004	\$2,000.00
			<u>\$2,000.00</u>
			<u><u>\$2,000.00</u></u>

590 - COMPOST FUND

Total Increase \$4,000.00

Increase various general fund departments payout of PTO & Sick Time bank line item ending in 708.004 per agreements of contracts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	590.000.000.699.000	\$4,000.00
			<u>\$4,000.00</u>
			<u><u>\$4,000.00</u></u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	590-590.000-708.004	\$4,000.00
			<u>\$4,000.00</u>
			<u><u>\$4,000.00</u></u>

595-MOTORPOOL FUND

Total Increase \$1,077.00

Increase the budget to pay for repairs to the Chevy S-10. This will be funded for by reimbursement from Insurance Company.

Revenues:	Misc Revenue - Insurance Reimbursement	595.000.000.694.004	\$1,077.00
			<u>\$1,077.00</u>
			<u><u>\$1,077.00</u></u>
Expenditures:	Repairs & Maintenance	595-595-000-931.000	\$1,077.00
			<u>\$1,077.00</u>
			<u><u>\$1,077.00</u></u>

Motion to Amend the 2013 Budget (#10):

Move to increase the General Fund budget by \$382,804 to \$9,558,577 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$2,000 to \$4,952,782 and approve the department line item changes as outlined.

Move to increase the Environmental Services Fund budget by \$4,100 to \$2,654,038 and approve the department line item changes as outlined.

Move to increase the Recreation Fund budget by \$10,000 to \$924,410 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund budget by \$10,000 to \$1,275,772 and approve the department line item changes as outlined.

Move to increase the Rental Inspection Fund budget by \$500 to \$106,672 and approve the department line item changes as outlined.

Move to increase the Building Department Fund budget by \$500 to \$280,017 and approve the department line item changes as outlined.

Move to increase the Hydro Station Fund budget by \$1,200 to \$292,291 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$2,000 to \$6,708,139 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by \$4,000 to \$376,425 and approve the department line item changes as outlined.

Move to increase the Motor Pool Fund budget by \$1,077 to \$280,697 and approve the department line item changes as outlined.

SET PUBLIC HEARING

1. SET PUBLIC HEARING DATE OF JULY 22, 2013 AT APPROXIMATELY 7:00 PM TO HEAR THE REQUEST OF BLUE MAJESTIC, LLC TO CREATE A SPECIAL ASSESSMENT STREET LIGHT DISTRICT IN MAJESTIC LAKE DEVELOPMENT

OTHER BUSINESS

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



Residential Services

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0073
Fax: (734) 544-3501
www.ytown.org

MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Jeff Allen, Residential Services Director

DATE: June 7, 2013

RE: Approval to seek sealed bids for the Ford Lake Tennis Ct. repair

Please find enclosed a letter from Spicer Group indicating they are ready to move forward with the DNR grant work that we were recently awarded.

As you may recall, we were awarded \$100,000 in a matching grant to replace the tennis courts at Ford Lake Park.

We are asking for Board Authorization for the Spicer Group to advertise, develop plan drawings and bidding documents.

We have this project budgeted in line item 212.970.000.997.001. In addition to the grant monies, there is \$25,000 budgeted for the Spicer Group to do this work. As you can see from the attached information, the Spicer Group does not expect the project to exceed the budgeted amount.



June 20, 2013

Jeff Allen
Charter Township of Ypsilanti
Residential Services
7200 S. Huron River Drive
Ypsilanti, MI 48197

RE: Ford Lake Park Tennis Courts
Charter Township of Ypsilanti,
Washtenaw County

Jeff:

Spicer Group has begun the Final Design phase of the above mentioned project after the notice of award of the Michigan Department of Natural Resources (DNR) Land and Water Conservation Fund (LWCF) grant. The grant was awarded for a total project amount of \$199,295.00 with a 50% match from the Township. The total amount of match funding, which the Township is responsible for, is \$99,647.50. It is important to note that the LWCF grant will pay for 50% of the project up to the approved grant amount and any overages will be the responsibility of the Township to pay. The project is not estimated to exceed the grant amount. The next step in the process will be to develop construction plan drawings and bidding documents. Once complete we will move into the Bidding phase of the project and advertise to receive bids from contractors for construction.

Spicer Group recommends that the Charter Township of Ypsilanti approve the allocation of budgets for the match amount of \$99,647.50 with a contingency for extras and approve the public advertisement of the project for construction.

If you have any questions or need anything further please feel free to contact me.

Christopher B. Mattson, E.I.T.

Design Engineer

SPICER GROUP, INC

309 Main Street

Belleville, MI 48111

Phone: (989) 213-6365

E-mail: chrism@spicergroup.com

Cc: SGI File 120493SG2013
Phil Westmoreland, PE, SGI

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