
LEFT SIDE OF
PACKET

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



**Office of Community
Standards**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 485-3943
Fax: (734) 484-5151
www.ytown.org

Memorandum

To: Karen Lovejoy Roe – Twp Clerk

From: Joe Lawson, Planning Coordinator

Date: June 2, 2009

Re: Nicholson resolution presented by the Planning Commission

Please find attached a resolution recently adopted by the Township Planning Commission on April 28, 2009 honoring our late Planning Director, Dave Nicholson. Per the request of the Commission, this resolution is being forwarded to the Township Board of Trustees for your review and consideration.

Though no action of the Board was requested by the Commission, it would be greatly appreciated if each trustee was provided a copy within the next available Board Packet.

A RESOLUTION ACKNOWLEDGING THE ACCOMPLISHMENTS OF DAVID NICHOLSON

YPSILANTI TOWNSHIP PLANNING COMMISSION

April 28, 2009

WHEREAS, David Nicholson served as the Planning Director for Ypsilanti Township from 2004 through 2009 providing exemplary service and commitment to its 52,000 residents and hundreds of businesses ;

WHEREAS, David Nicholson's expertise had been long relied upon by the American Institute of Certified Planners, the American Planning Association, and the Michigan Association of Planning, all of which he was an active and contributing member;

WHEREAS David Nicholson served as a liaison to state and regional planning agencies such as the Ypsilanti Community Development Citizens Advisory Council, the Huron River Watershed, SEMCOG, and the Washtenaw Area Transportation Study Technical Advisory Committee, thereby representing the interests of Ypsilanti Township and all of Southeastern Michigan;

WHEREAS, David Nicholson was well known throughout the State of Michigan for his expertise in municipal planning. He was the Senior Principal Planner at McKenna Associates from 1992 through 2004 and the Planning and Economic Development Director for Canton Township from 1985 through 1991. He served as an expert witness in litigation involving planning disputes and taught for the Land Use Planning Program at Eastern Michigan University, from which he graduated before receiving a Master of Urban Planning degree from the University of Michigan;

WHEREAS David Nicholson's legacy survives him through his master plans, parks and recreation plans, and zoning ordinances across the State of Michigan. In addition to Washtenaw County, his efforts have made communities in Bay, Genesee, Iosco, Livingston, and Wayne counties better places for their residents to live;

WHEREAS David Nicholson's lengthy credentials and contributions to municipal planning were exceeded by his commitment to Deborah Nicholson, to whom he was married for 28 years before his untimely death on March 31, 2009;

NOW THEREFORE BE IT RESOLVED that the Ypsilanti Township Planning Commission hereby acknowledges David Nicholson's many contributions and commends him on a lifetime of service to the communities he served;

BE IT FURTHER RESOLVED that the Secretary of the Ypsilanti Township Planning Commission shall publish this resolution in its official minutes and website and forward a copy to the Ypsilanti Township Board of Trustees.

Supervisor
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**Community
Development**

7200 S. Huron River Drive
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Planning Commission Annual Report Calendar Year 2008

Pursuant to Section 19(2) of the Michigan Planning Enabling Act, PA 33 of 2008, the Township Planning Commission shall make an annual written report to the legislative body concerning its operations and the status of planning activities, including recommendations regarding actions by the legislative body related to planning and development.

The following information has been compiled as a summary of items presented to and acted upon by the Planning Commission.

Remembrance: The 2008 calendar year began with the Commission adopting a resolution honoring long time Planning Commission member and Township resident, Theo Hamilton. The resolution was adopted on January 22, 2008.

Action Items: Overall, the Commission held 15 meetings and considered 63 applications in 2008. Of the 15 meetings, there were 10 regular and 5 special meeting held. Included within this report is a breakdown of each meeting date by applicant, action requested and action taken.

Rezoning: This year the planning commission held 3 public hearings to consider requests for property rezoning. After careful consideration, all 3 applications were recommended for approval to the Township Board of Trustees.

House Keeping Items: 2008 was a busy year in regards to house keeping items. With the adoption of the Township Master Plan in 2007, the Commission focused their attention on the Planning Commission By-Laws which had not been revised since 1961. The Commission appointed a three person committee to work with Township staff to compose an updated set of by-laws. After much discussion and a several revisions, the new Planning Commission by-laws were adopted on April 22, 2008, with revisions being approved on August 26, 2008.

In addition to the adoption of the new by-laws, the planning commission also held 3 public hearings related to ordinance text amendments. In order to keep the Township Zoning Ordinance current, the commission recommended the elimination of the FS (Freeway Service District) to the Township Board. Other text modifications were made in light of legislative changes in the State Planning Enabling Act as well as the State

Zoning Enabling Act. Articles 24 and 27 of the Township Zoning Ordinance were modified accordingly.

On Saturday April 18, 2008, Township Planning Staff hosted an informal training session related to basic planning and zoning principles, specifically; planning and zoning law, conditional rezoning and site plan review procedures. Invitees included the Planning Commission, Zoning Board of Appeals and Township Board of Trustees. Overall the session was a success and the option of additional training sessions will be revisited annually.

Upcoming Items: In the coming months, the Planning Commission will conduct an annual review of the Township's Master Plan. The Commission will have an opportunity to evaluate how the Master Plan that was adopted in 2007 is serving the needs of the Township.

Though specific dates have yet to be determined, the Commission will be scheduling a number of training sessions. Township staff will conduct various training sessions on matters such as the new planning act, cell towers and alternative energy. This will be a great learning experience for both the commission and staff.

Planning Commission Annual Report

2008 Calendar Year

Page 3 of 5

2008 Planning Commission Attendance Report																													
	January 8	January 22	February 12	February 26	March 11	March 25	April 8	April 18 (Special Training Session)	April 22	May 13	May 27	June 10	June 24	July 8	July 22	August 12	August 26	September 9	September 23	October 14	October 28	November 11	November 25	December 9	December 23 (special meeting)	Meetings Attended	Meetings Absent	Total Meetings	Attendance Percentage
Christine Adams	NM	P	NM	P	P	P	NM	P	P	NM	P	NM	P	NM	P	P	P	P	P	NM	NM	NM	P	A	14	1	15	93%	
Nicole Champagne	NM	P	NM	P	P	P	NM	P	P	NM	P	NM	P	NM	P	P	P	A	A	NM	NM	NM	P	P	13	2	15	87%	
Stan Eldridge	NM	P	NM	P	P	P	NM	A	P	NM	A	NM	P	NM	A	NM	P	P	P	P	NM	NM	NM	P	P	12	3	15	80%
Nathan Reed	NM	**	NM	P	P	P	NM	P	P	NM	P	NM	P	NM	P	P	P	P	P	P	NM	NM	NM	P	A	13	1	14	93%
Laurence Krieg	NM	**	NM	A	A	A	NM	P	A	NM	P	NM	P	NM	A	NM	A	P	P	P	NM	NM	NM	P	P	8	6	14	57%
Carolyn Minot	NM	P	NM	P	P	P	NM	A	P	NM	P	NM	A	NM	P	NM	P	P	P	P	NM	NM	NM	P	P	13	2	15	87%
John Reiser	NM	**	NM	P	P	P	NM	P	P	NM	P	NM	P	NM	P	P	P	P	P	P	NM	NM	NM	P	A	13	1	14	93%
Sally Richie	NM	P	NM	P	P	P	NM	A	A	NM	A	NM	A	NM	P	NM	P	P	P	P	NM	NM	NM	P	P	11	4	15	73%
Ralph Walls	NM	P	NM	P	P	P	NM	A	P	NM	P	NM	P	NM	P	NM	P	P	P	P	NM	NM	NM	P	P	14	1	15	93%
** denotes that the new member was sworn in for the February meeting																													

Planning Commission 2008

DATE	APPLICANT	PROPOSED LOCATION	REQUEST	OUTCOME
1/8/08	NO MEETING			
1/22/08	Mike Mouhajer	3150 West Michigan Avnue	Rezone from FS to B3	Recommend approval to Twp Board
	Eddie Zeer/Zeer Security	2997 Washentaw (Washtenaw/Golfside)	Preliminary site plan	Approved w/conditions
	Glen Sleede	Bay Tree Court - K-11-33-100-012	Preliminary site plan	Tabled
		1240 Pageant	Set Public Hearing	Public Hearing Set for following meeting
	Dorothy Morris	7265 Merritt	Set Public Hearing	Public Hearing Set for following meeting
		1660 West Michigan	Set Public Hearing	Public Hearing Set for following meeting
	Planning Commission	Resolution honoring Theo Hamilton		
2/12/08	NO MEETING			
2/26/08	Glen Sleede	Bay Tree Court - K-11-33-100-012	Preliminary site plan	Approved w/conditions
	Brooke Monette	1240 Pageant	To allow 5 dogs	Denied
	Dorothy Morris	7265 Merritt -	SCU amendment - Daycare	Approved
	Carmen Youngs	1660 West Michigan Avenue	SCU Group Daycare	Tabled
	Wayne Co. Airport Authority	Willow Run Airport	Sketch Plan Review	Approved
	Grace Fellowship Church	3256 Mott Road	Preliminary site plan	Approved
	D&G Building	1260 James L. Hart	Sketch Plan Review	Tabled
	Planning Commission	Removal of FS zoning designation	Set Public Hearing	Public Hearing set for March 25, 2008
3/11/08	D&G Building	1260 James L. Hart	Sketch Plan Review	Approved w/conditions
	Carmen Youngs	1660 W. Michigan Avenue	SCU Group Daycare	Remained tabled - no new information
3/25/08	Carmen Youngs	1660 W. Michigan Avenue	SCU Group Daycare	Remained tabled - inspection showed deficiencies
	Township initiated	Elimination of FS District	Zoning Ordinance amendt	Held PH, recommended elimination of district
	Planning Commission	Consider new bylaws		Made modifications
4/22/08	Carmen Youngs	1660 W. Michigan Avenue	SCU Group Daycare	Remained tabled - inspection showed deficiencies
	Wanda Ann Foley	1739 Foley Street	SCU Group Daycare	Set public hearing
	Heather Cury	2348 Cedercliff Drive	SCU Group Daycare	Set public hearing
	Best Drive Private Road	East of Tuttle Hill Road, Section 35	Site plan approval	Tabled, applicant was not present
	Adoption of bylaws			Bylaws were adopted
5/27/08	Carmen Youngs	1660 W. Michigan Avenue	SCU Group Daycare	Approved with conditions
	Best Drive Private Road	East of Tuttle Hill Road, Section 35	Site plan approval	Approved with conditions
	Foley Group Daycare	1739 Foley Street	SCU Group Daycare	Held public hearing and tabled action
	Heather Cury	2348 Cedercliff Drive	SCU Group Daycare	Approved with conditions
	General Motors Powertrain	2930 Tyler Road	Sketch plan - parking lot	Approved
	SBA Communications	US-12 at Dorsett	Site plan and SCU appr	Set public hearing
	Harinder Bhooi	SW comer JL Hart and AJ Stepp	Rezoning	Set public hearing
	Tom Zimmer	Whittaker at Stony Creek Roads	Rezoning	Set public hearing
6/24/08	Sensitile Systems	1735 Holmes Road	Sketch plan review	Approved with conditions as recommended
	Burning Bush Church	2069 Tyler Road	Site plan review	Approved with conditions as recommended
	SBA Communications	US-12 at Dorsett	Site plan and SCU appr	Reset public hearing (applicant failed to post sign)
	Harinder Bhooi	SW comer JL Hart and AJ Stepp	Rezoning	Reset public hearing (applicant failed to post sign)
	Tom Zimmer	Whittaker at Stony Creek Roads	Rezoning	Reset public hearing (applicant failed to post sign)
	Township staff	Zoning Ordinance Section 2703	Text amendment	Set public hearing
	Township staff	Zoning Ordinance Article 24	Text amendment	Set public hearing
	Mike Mouhajer	3150 West Michigan Avnue	Site plan and SCU appr	Set public hearing
7/22/08	SBA Communications	US-12 at Dorsett	Site plan and SCU appr	Recommended denial to Township Board
	WG Ypsilanti Walgreens	Whittaker at Stony Creek Road	Rezoning	Recommended approval to Township Board
	Harinder Bhooi	SW comer JL Hart and AJ Stepp	Rezoning	Recommended approval to Township Board
	Mike Mouhajer	3150 West Michigan Avnue	Site plan and SCU appr	Approved with conditions as recommended
	D&G Building	699 JL Hart	Sketch plan review	Approved with conditions as recommended
	Township staff	Zoning Ordinance Section 2703	Text amendment	Recommended approval to Township Board
	Township staff	Zoning Ordinance Article 24	Text amendment	Recommended approval to Township Board
	DeMattia Group	Parts of Washtenaw Business Park	Rezoning	Set public hearing
	Rose Nichols	7263 Rachel Drive	Group daycare SCU	Set public hearing
8/26/08	DeMattia Group	Parts of Washtenaw Business Park	Rezoning	Recommended approval to Township Board
	Rose Nichols	7263 Rachel Drive	SCU for group daycare	Tabled at applicant's request
	Prestige Chevrolet	444 JL Hart Parkway	Site plan review	Approved with conditions as recommended
	Eby Brown	2085 East Michigan	Site plan review	Approved with conditions as recommended

Planning Commission Annual Report

2008 Calendar Year

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	ITC Transmission	10885 Textile Road	Sketch plan review	Approved with conditions as recommended
	Bylaws amendment		To permit work sessions	Approved subject to review at next meeting
9/9/08	MichCon Engineering	3020 East Michigan Avenue	Site plan review	Approved with conditions
	Verizon Wireless	5 and 7 Emerick Street	Set public hearing	Set hearing for 9/23/08
9/23/08	Verizon Wireless	5 and 7 Emerick Street	Pub hrg and site plan rvw	Approved with conditions
	SBA Communications	Dorsett at US-12/I-94	Pub hrg and site plan rvw	Tabled to October 14, 2008
10/14/08	SBA Communications	Dorsett at US-12/I-94	Pub hrg and site plan rvw	Recommended approval w/conditions to the Twp Board
11/25/08	No Meeting			
12/9/08	WG Ypsilanti LLC (Walgreens)	Whittaker at Stony Creek Roads	Set public hearing	Public hearing set for January 27, 2009
	Pita Pita	2649 Washtenaw	Sketch plan review	Approved with conditions as recommended
12/23/08	Tracker Properties (Ypsi CU)	Whittaker south of S. Huron River Dr.	Site plan review	Approved with conditions as recommended

DEPARTMENTAL REPORTS

14-B District Court

Monthly Disbursements

May 2009

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 2009 Disbursements:

Washtenaw County:	\$ 6,057.00
State of Michigan:	\$ 45,004.02
Secretary of State:	\$ 1,590.00
Ypsilanti Township Treasurer:	\$ 81,949.03

TOTAL: \$134,600.05

		Year to Date	
		Prior Year Comparison	
Month	Revenue	Revenue	Caseload
	2008	2009	2009
January	\$76,654.51	\$98,282.56	
February	\$90,740.11	\$107,378.19	
March	\$74,868.39	\$95,322.96	
April	\$75,370.47	\$106,424.11	
May	\$87,296.10	\$81,949.03	
June	\$77,532.68		
July	\$101,142.23		
August	\$95,975.71		
September	\$98,044.35		
October	\$95,638.96		
November	\$78,079.45		
December	\$80,531.91		
Standardization			
Payment:		\$45,724.00	
Year-to Date			
<i>Totals:</i>		\$535,080.85	
Expenditure			
<i>Budget:</i>		\$1,234,930.00	
<i>Difference:</i>		(\$699,849.15)	

**14-B District Court
Revenue Report for the Month of: May 2009**

General Account

Account Number	
Due to Washtenaw County	
(101-000-000-214.222)	<u>\$6,057.00</u>

Due to State Treasurer

Civil Filing Fee Fund (MCL 600.171):	\$22,281.00
State Court Fund (MCL 600.8371):	\$1,230.00
Justice System Fund (MCL 600.181):	\$17,614.89
Juror Compensation Reimbursement Fund:	
Civil Jury Demand Fee (MCL 600.8371):	\$20.00
Drivers License Clearance Fees (MCL 257.321a):	\$1,395.00
Crime Victims Rights Fund (MCL 780.905):	\$2,443.13
Judgment Fee (Dept. of Natural Resources):	\$20.00

Total: **\$45,004.02**

Due to Secretary of State

(101-000-000-206.136)	<u>\$1,395.00</u>
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Due to Ypsilanti Township

Court Costs (101-000-000-602.136):	\$48,524.98
Civil Fees (101-000-000-603.136):	\$20,069.00
Probation Fees (101-000-000-604.000):	\$3,302.00
Ordinance Fines (101-000-000-605.001):	\$8,986.00
Bond Forfeitures (101-000-000-605.003):	\$1,560.00
Interest Earned (101-000-000-605.004):	\$62.01
State Aid-Caseflow Assistance (101-000-602.544):	\$0.00
Bank Charges (Expense - 101.136.000.957.000):	(\$554.96)

Total: **\$81,949.03**

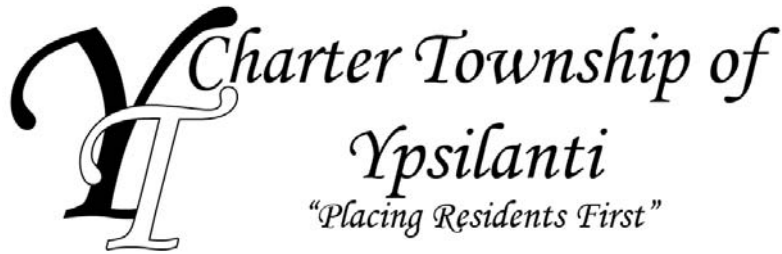
Total to General Account - (101.000.000.004.136):

\$134,405.05

Escrow Account

(101-000-000-205.136)

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Building Department

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 Phone: (734) 485-3943
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Memorandum

To: Board of Trustees

From: Ron Fulton, Building Director

Date: June 4, 2009

Subject: Building Department Monthly Report- May

Number of permits issued and dollars received 2009:

Permit Type	Jan	Feb	Mar	April	May
BUILDING	25	48	68	78	87
	\$15,046	\$16,548	\$14,999	\$10,672	\$9,300
ELECTRICAL	17	30	36	23	28
	\$1,485	\$2,490	\$2,580	\$1,710	\$2,115
MECHANICAL	29	41	56	43	30
	\$1,835	\$2,960	\$4,020	\$2,720	\$1,980
PLUMBING	25	25	34	14	48
	\$2,010	\$1,440	\$2,700	\$1,125	\$2,970
ZONING	1	0	9	13	10
	\$45		\$405	\$585	\$450
SUB TOTALS	100	150	203	171	
	\$20,736	\$25,561	\$24,704	\$16,812	\$16,815
Total					\$104,628

Number of permits issued and dollars received 2008:

PERMIT TYPE	JANUARY	FEBRUARY	MARCH	APRIL	MAY
BUILDING	50	38	39	87	96
	\$12,246.00	\$9,544.00	\$4,864.00	\$16,667.50	\$20,096.00
ELECTRICAL	37	30	25	23	31
	\$2,745.00	\$2,925.00	\$2,025.00	\$1,620.00	\$2,205.00
PLUMBING	42	30	37	39	301
	\$3,150.00	\$2,295.00	\$2,115.00	\$2,565.00	\$6,705.00
FIRE ALARMS	1	1	1	1	1
	\$50.00	\$50.00	\$210.00	\$50.00	\$285.00
MECHANICAL	50	44	25	38	31
	\$3,600.00	\$2,880.00	\$1,485.00	\$2,675.00	\$1,980.00
SUB TOTALS*	249	154	134	197	465
	\$26,296.00	\$18,414	\$11,042	\$24,027	\$32,875

Total

\$112,654

	Jan	Feb	Mar	April	May
TOTAL INSPECTIONS 2009	323	315	340	337	350
TOTAL INSPECTIONS 2008	460	352	326	432	432
TOTAL INSPECTIONS 2007	419	363	395	511	511
TOTAL INSPECTIONS 2006	595	449	638	628	628
TOTAL INSPECTIONS 2005	971	823	1059	1263	1263
TOTAL INSPECTIONS 2004	769	781	1001	1081	1081

BUILDING OPERATIONS MAY 2009

May proved to be a very busy month for Building Operations and Motor Pool employees. Staff coverage was provided for the May 4 millage election, with approximately 78 staff hours being dedicated to this project. Many thanks are due to the Clerk's office for all their efforts to make this election a successful event. Roadside mowing was started during the third week of May and will continue during the growing season. Some of our other projects are as follows :

1. Township Facilities received a preventative maintenance inspection during May, gas
2. pumps and fueling stations were also inspected.
3. Building Operations personnel assisted in a confined space entry at our Hydro Station on May 8 to correct problems with turbine # 2.
4. Maintenance staff completed a large graffiti removal project on the I-94 sound barrier.
5. Meeting directional signs were installed on both floors of our Civic Center Facility.
6. Maintenance staff completed 114 work orders and service requests during the month.
7. Motor Pool staff completed 57 repairs and service requests during this period, many of
8. these repairs were dedicated to large mowing equipment.
9. Light sensors are now functional in all Civic Center public restrooms and will help to conserve our financial and environmental resources.
10. Refrigerant was recovered from 22 units at the Township Compost Center on East Clark Road.
11. Maintenance staff completed research for the possible instillation of an energy efficient dishwasher in our Civic Center. We will work with the Building Department to complete the project.

DOMESTIC VIOLENCE PROSECUTION REPORT
MAY 2009

To: Township of Ypsilanti Board of Trustees

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

Date: June 11, 2009

Dear Board Members:

The following represents the Township Prosecuting Attorney's report regarding domestic violence activity for the month of May 2009:

	May 2009	Year to Date (2009)	Statistics for 2008	Statistics Since 10/1999
Cases Submitted	22	89	203	2538
Cases Authorized	5	22	63	1086
Cases Denied	13	57	124	468
Cases Furthered	2	7	10	169
Cases Sent to the County	2	3	2	55
Defendant FTA-BW Requested	1	9	13	139
Pre-Trials Held	5	35	116	1403
Motions	0	7	8	71
Convictions-Total	3	16	57	753
Convictions-By Plea	2	10	53	---
Convictions-By Trial	1	4	4	---
Acquittals	1	3	2	66
All Dismissals	4	20	44	360
Cases Reauthorized	0	3	16	153
Cases Not Reauthorized	4	18	28	150
Deferrals Considered	1	19	41	368
Conviction Rate*	75%	84%	96%	92%

* Based upon all cases taken to a conclusion

Respectfully Submitted,

McLain & Winters

YPSILANTI TOWNSHIP FIRE DEPARTMENT

MONTHLY REPORT

MAY 2009

Fire Department staffing levels are as follows:

1 Fire Chief (vacant)	1 Fire Marshal	3 Shift Captains
3 Shift Lieutenants	27 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. One (1) fire fighter was placed on active duty with the United States Navy in January and is still on leave without pay.

During the month of May the fire department responded to 345 requests for assistance. Of those requests, 228 were medical emergency service calls with the remaining 117 incidents classified as non-medical and or fire related.

Other Departmental Activities:

1. The department attended 10 neighborhood watch meetings
2. Willow Run High School football department held a car wash fundraiser on May 30th at headquarters, 222 S. Ford Blvd.
3. The Public Education Department held the following events:
 - a. Career awareness day at Rawsonville School
 - b. WWRH truck demonstration
 - c. Safety talk at the Recreation Center for Pre-K to 2nd grade
 - d. Joyland Daycare Demonstration
4. Fire fighters received training in the following areas:
 - a. Extrication training
 - b. Washtenaw County Hazmat training
 - c. Tec Rescue training

There was one (1) injury and no deaths reported this month for civilians.

- 1) On May 11, 2009, we responded to a house fire at 2808 Appleridge. An adult male was exposed to smoke when rescuing the neighbor's dog. He was treated at the scene by HVA and transported to the University of Michigan Hospital for further treatment.

There were three (3) injuries and no deaths reported this month for fire fighters.

- 1) On May 29, 2009, we responded to a house fire at 1824 Heatherridge. A fire fighter sustained a finger injury and was transported to St. Joseph Mercy Hospital for treatment. Two other fire fighters sustained minor injuries and were treated at the scene.

Monthly Fire Report - May 2009
Page 2

This month, the total fire loss including vehicle fires is estimated at ***\$164,000***. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 5/1/09	2189 Glory	\$0
2) 5/2/09	2129 Golfside	\$3,000
3) 5/4/09	7365 Maplelawn	\$0
4) 5/4/09	1796 Meadow Woods	\$0
5) 5/10/09	640 Calder	\$11,000 Vehicle
6) 5/11/09	2808 Appleridge	\$45,000
7) 5/13/09	River & Parsons St.	Mutual Aid
8) 5/15/09	1200 Washtenaw	\$0
9) 5/22/09	1515 Ridge	Mutual Aid
10) 5/25/09	7305 Deer Track	\$70,000
11) 5/29/09	1824 Heatherridge	\$35,000

Fire Marshal Summary for the month of May:
Inspections:

- 48 general inspections
- 20 re-inspections
- 1 kitchen hood system

Plan review:

- 3 Plan Review for sprinkling systems

Other:

- Performed 2 Phase I Environmental Assessments
- Responded to 40 requests to burn
- Filled seven FOIA requests

Respectfully submitted,

Cheryl Lynn-Bruestle, Clerk
Charter Township of Ypsilanti Fire Department

Attachments:

(1) Fire House Reporting Statistics May 2009

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {05/01/09} And {05/31/09}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
100 Fire, Other	1	0.29%	\$0	0.00%
111 Building fire	8	2.32%	\$153,000	93.29%
113 Cooking fire, confined to container	1	0.29%	\$0	0.00%
118 Trash or rubbish fire, contained	1	0.29%	\$0	0.00%
131 Passenger vehicle fire	1	0.29%	\$11,000	6.70%
142 Brush or brush-and-grass mixture fire	1	0.29%	\$0	0.00%
143 Grass fire	2	0.58%	\$0	0.00%
151 Outside rubbish, trash or waste fire	3	0.87%	\$0	0.00%
160 Special outside fire, Other	1	0.29%	\$0	0.00%
	19	5.51%	\$164,000	100.00%
2 Overpressure Rupture, Explosion, Overheat(no fire)				
251 Excessive heat, scorch burns with no ignition	2	0.58%	\$0	0.00%
	2	0.58%	\$0	0.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	27	7.83%	\$0	0.00%
311 Medical assist, assist EMS crew	36	10.43%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury	42	41.16%	\$0	0.00%
322 Motor vehicle accident with injuries	12	3.48%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	6	1.74%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	3	0.87%	\$0	0.00%
352 Extrication of victim(s) from vehicle	1	0.29%	\$0	0.00%
381 Rescue or EMS standby	1	0.29%	\$0	0.00%
	228	66.09%	\$0	0.00%
4 Hazardous Condition (No Fire)				
411 Gasoline or other flammable liquid spill	1	0.29%	\$0	0.00%
424 Carbon monoxide incident	1	0.29%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	1	0.29%	\$0	0.00%
442 Overheated motor	1	0.29%	\$0	0.00%
444 Power line down	2	0.58%	\$0	0.00%
445 Arcing, shorted electrical equipment	2	0.58%	\$0	0.00%
463 Vehicle accident, general cleanup	1	0.29%	\$0	0.00%
	9	2.61%	\$0	0.00%
5 Service Call				
510 Person in distress, Other	1	0.29%	\$0	0.00%
522 Water or steam leak	1	0.29%	\$0	0.00%

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {05/01/09} And {05/31/09}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
5 Service Call				
531 Smoke or odor removal	2	0.58%	\$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%
553 Public service	1	0.29%	\$0	0.00%
561 Unauthorized burning	6	1.74%	\$0	0.00%
	13	3.77%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	2	0.58%	\$0	0.00%
611 Dispatched & cancelled en route	37	10.72%	\$0	0.00%
621 Wrong location	1	0.29%	\$0	0.00%
622 No Incident found on arrival at dispatch address	4	1.16%	\$0	0.00%
650 Steam, Other gas mistaken for smoke, Other	1	0.29%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.29%	\$0	0.00%
	46	13.33%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	10	2.90%	\$0	0.00%
713 Telephone, malicious false alarm	4	1.16%	\$0	0.00%
730 System malfunction, Other	2	0.58%	\$0	0.00%
733 Smoke detector activation due to malfunction	3	0.87%	\$0	0.00%
736 CO detector activation due to malfunction	1	0.29%	\$0	0.00%
740 Unintentional transmission of alarm, Other	1	0.29%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	1	0.29%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	4	1.16%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	1	0.29%	\$0	0.00%
	27	7.83%	\$0	0.00%
9 Special Incident Type				
911 Citizen complaint	1	0.29%	\$0	0.00%
	1	0.29%	\$0	0.00%

Total Incident Count: 345

Total Est Loss:

\$164,000

CHARTER TOWNSHIP OF YPSILANTI
GREEN OAKS GOLF COURSE
REPORT FOR THE MONTH OF MAY, 2009

The May weather was abnormally wet which resulted in some rainouts for the leagues. They will extend their season a week to make-up for the cancellations.

We also had some golf outings ranging from 24 to 150 players. The highlight of the outings was the Milan football shotgun start on May 9th with 150 players. It was a great turnout and they all had a great time.

Powerhouse Union had a 9 hole Friday outing which was good for business.

Tuesday the 19th Dan Roberts gave a 2 hour junior clinic with 7 kids involved.

Dan will also be teaching junior and senior golf classes on Tuesdays and Thursdays.

June looks to be filled with the usual medium sized outings and one full shotgun outing on June 7th.

We also will be filming a movie for one afternoon.

Looks to be a great month.

**Thank you,
Dan Roberts
Asst. Pro**

CHARTER TOWNSHIP OF YPSILANTI

**GREEN OAKS GOLF COURSE
MAINTENANCE DEPARTMENT**

REPORT FOR THE MONTH OF MAY, 2009

All cups, greens, tees, fairways, rough, green banks, fence lines are mowed and maintained on a regular basis.

Cups are changed 4-5 times a week.

Greens are mowed daily at below 1/8 inch. Also greens are rolled daily to help smooth and speed up the greens for the members.

Tees and fairways are mowed 3 times a week.

The rough, green banks and all fence lines are all mowed twice a week.

All greens were verticut to smooth and remove seed heads.

Flowers were planted around all the monuments along with the clubhouse barrels and planters.

The area around the clubhouse was all weeded, swept and cleaned up.

The Par 3 markers were all edged.

The irrigation repairs were as follows:

Five heads were not working.

Four solenoids were not working.

One water leak on #14 green.

Bob was able to do all repairs along with a pump house fuse problem.

The equipment repairs were as follows:

Daily adjustments to mowers are key to the mowing. This enables us to mow at low heights.

Rough Mower – Belt and center bearings replaced.

Greens Mower – Steering column

Fairway Mower – Wouldn't run, filter was clogged.

Carry-all – Loose belt needed adjusting

Push mower and weed trimmers – All needed to be started and adjusted.

Water Tank – Motor had problem running. Cleaned out inside and repaired.

Changed oil and filters on all equipment.

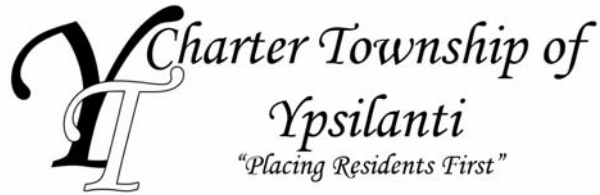
Bob has done a terrific job with all the repairs with minimal downtime.

Thank you,

Tim Smith

Superintendent

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



**Office of Community
Standards**

7200 S. Huron River
Drive
Ypsilanti, MI 48197
www.ytown.org

TO: The Charter Township of Ypsilanti Board Members

FROM: Mark Giffin – Ordinance Administrator

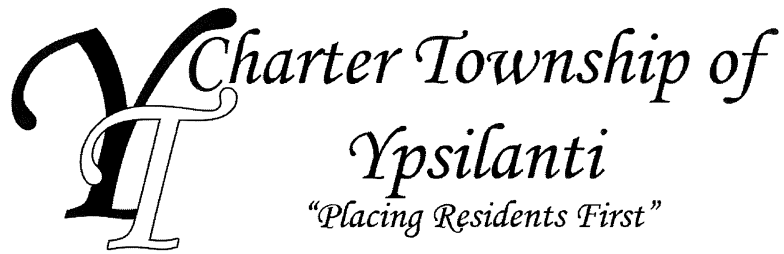
RE: Monthly Report for May 2009

ACTIVITIES:	#	YTD	08 TD
NEW COMPLAINTS	407	1235	1172
INSPECTIONS	874	2457	1919
NOTICE OF VIOLATIONS ISSUED	313	576	410
COMPLAINTS CLOSED	356	979	906
VEHICLES TAGGED 48 HOURS	04	105	109
MUNICIPAL CIVIL INFRACTION TICKETS ISSUED	28	132	39
PEDDLER PERMITS ISSUED	3	5	3

ADDITIONAL STATISTICAL INFORMATION:

HOURS OF COMPLAINT INVESTIGATION.....	220.00
HOURS OF OFFICE FOLLOW-UP	121.50
HOURS OF COURT, TRAINING/MEETINGS ...	15.25
TOTAL OF HOURS WORKED	356.75
TOTAL OF MILES DRIVEN	1969
DAYS WORKED	
Mark Giffin	20
Bill Elling	19

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



**Department of
Community Standards**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 485-3943
Fax: (734) 484-5151
www.ytown.org

MEMORANDUM

June 8, 2009

To: Township Board

From: Joe Lawson
Planning and Development Coordinator

Re: **Planning Division (OCS) June, 2009 report**

Please be advised as follows regarding recent activities in the Planning Department.

Planning Commission Activity

The Commission held their regularly scheduled May meeting on the evening of the 26th. The Commission heard a number of applications related to Group Daycare Homes. Building Director Ron Fulton and Fire Marshal Phil Stachlewitz were invited to the meeting to discuss the newly adopted State Construction Code in addition to the State Fire Code. At the time of the meeting, the applicants were informed that any new group daycare (7-12 children) home would need to comply with the new regulations. The new regulations include bringing the home up to code in relation to accessibility standards.

Upon learning this information, two applicants withdrew their applications and two applications were tabled so to allow the applicant to obtain a price quote related to the required upgrades to their homes.

The Commission also held a public hearing to consider a recommendation to the Board of Trustee related to front yard setbacks within the R-5 (one-family residential) zoning district. After the public hearing, the Commission recommended approval to the Board for the text amendment. The recommendation requested a reduction in the front yard setback from 25-feet to 20-feet and also included an increase in the maximum allowable lot coverage from 30% to 35% to promote additional investment within the effected zoning district.

Problem Projects

We continue to assist the Township Attorney and other Township staff with regard to problem projects.

Plans in Process

Received in late April, the Planning Department has received a preliminary site plan review application related to the Round Haus convenience store located at the intersection of Textile and Bridge. The application calls for a 5,500 square-foot addition which will include two lease spaces while expanding the existing convenience store/carry out restaurant. The first review has been completed and we are now awaiting a revised plan per the letters of the reviewing agents.

The department has also had conversations with the consulting engineer and Mr. Joe Jannick of the forthcoming American Legion. It is understood that the American Legion has purchased the property once adorned by the former Furniture Mart/Thunderbird Lanes. Currently, the consulting engineer is in the information gathering stage and will be contacting me in the near future regarding submittal of the preliminary site plan. I will continue to keep the Board apprized of their progress.

Please see the attached list of site plans and development are presently in the review and development process.

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



Residential						
<u>Project</u>	<u>Type</u>	<u>Location</u>	<u>Status</u>	<u>Developer</u>	<u>Site Planner</u>	<u>Filing Date</u>
Aspen Ridge – PD	Single Family Attached- condo Multi-family, Commercial	Section 30 – 165 units -97 Single Family -68 Duplex -2 acres of commercial South-east corner of Textile and Munger 52.21 acres	Under Construction Lombardo Homes taking control of project as of 9-1-08	Centex Homes 100 Galleria Offcentre Ste 200 Southfield, MI 48034 248-233-8300	\$170 - \$350k	
Brookview Park	Planned Development Single Family	Section 33 – 91 units Southeast corner of Merritt and Whittaker 75.4 acres	Preliminary Site Plan -Approved (3/27/07) Project on Hold	Diversified Properties Grp 28800 Orchard Lk Rd Farmington Hills, 48334	Atwell-Hicks Inc 7927 Nemco Way Suite 100 Brighton, MI 48116 810-225-6000 Kevin Stanley	2/1/06
Creekside Farms Subdivision	Single Family Planned Development	Section 27 – 92 lots North side of Merritt Rd, east of Whittaker 49.33 acres \$280 - \$340k	Awaiting Preconstruction Meeting	Pulte Homes of Michigan 26622 Woodward Ave Suite 110 Royal Oak, MI 48067 248-414-2038	Atwell-Hicks Inc 500 Avis Dr. # 100 Ann Arbor, MI 48108 734-994-4000	7/19/00
Creekside Village East	Single Family	Section 26 – 250 lots East side of Tuttle Hill and Merritt Rd 93.47 acres \$190 - \$250k	Under Construction	Pulte Homes of Michigan 26622 Woodward Ave Suite 110 Royal Oak, MI 48067 248-546-2300	\$150 - \$250k	12/15/99
Creekside Village South	Planned Development Single Family	Section 34 – 181 lots West side of Tuttle Hill, South of Martz 62.26 acres \$170 - \$250k	Under Construction	Pulte Homes of Michigan 26622 Woodward Ave Suite 110 Royal Oak, MI 48067 248-546-2300	\$130 - \$200k	5/6/98

Proposed/Active Projects for Ypsilanti Township – June 2009



Residential Project	Type	Location	Status	Developer	Site Planner	Filing Date
Creekside Village West	Single Family	Section 27 – 197 lots West side of Tuttle Hill, North of Merritt 148.21 acres	Under Construction	Pulte Homes of Michigan 26622 Woodward Ave Suite 110 Royal Oak, MI 48067 248-546-2300	\$240 - \$400k	
Crystal Ponds	Single Family Attached & Detached condos	Section 25 – 90 units East side of Bunton south of Textile 49.37 acres	Under Construction	New Dimensions 3220 Coolidge Berkley, MI 48072 248-584-3340 Bob George	\$75 - \$190	
Lakewood Farms Mixed Use – PD	Single Family Site condo Duplex condo Attached- condo	Section 26 – 415 units Phase I – 72 attached condominium units Phase II – 343 site and duplex condos East side of Tuttle Hill Btwn Textile & Merritt 254 acres \$170 - \$300+k	Under Construction Infrastructure has been installed though no homes are scheduled to be constructed at this time.	Westminster & Abby 30100 Telegraph Rd Suite 100 Bingham Farms, MI 48025 248-203-2121	Atwell-Hicks Inc 500 Avis Dr.# 100 Ann Arbor, MI 48108 734-994-4000 Jason Van Ryn	3/3/00
Latter Rain Ministries	Church -15,026 sqft Parsonage Senior Housing -55 units Attached Condos -7 units	Section 7 Northeast corner of Hewitt Rd and Ellsworth 11.02 acres	Senior Housing -Complete Attached Condos -On Hold	Latter Rain Ministries COGIC, Inc. 1616 Foley Ypsilanti, MI 48197 Melvin T. Walls – Pastor	N/A	
Paint Creek Park – Condos (Hunters Ridge)	PD – Duplex Condos	Section 20 – 50 units	Project on Hold Dean Dr. scheduled to be constructed summer 2009	Stonegate Associates 2585 Sunnyknowl Berkley, MI 48072 Joseph Check	Wolverine Engineering 312 North Street Mason, MI 48854 517-676-9200	3/30/98



Residential						
<u>Project</u>	<u>Type</u>	<u>Location</u>	<u>Status</u>	<u>Developer</u>	<u>Site Planner</u>	<u>Filing Date</u>
Paint Creek Crossing – Residential	PD – Single & Multi-family Residential	Section 20 – 235 units 113 acres	Project on Hold	Stonegate Associates 2585 Sunnyknowl Berkley, MI 48072 Joseph Check	Wolverine Engineering 312 North Street Mason, MI 48854 517-676-9200	3/30/98
Pine View Golf Estates North III	Single Family	Section 20 – 35 units North side of Textile, west of Stony Creek	Phase III -Under Construction one lot remains	Barizzini & Rose LLC 7743 Huron River Dr. Dexter, MI 48130 734-426-0500	\$300 - \$400k	
Rivergrove Village	Single Family Attached – condo	Section 24 – 175 units Intersection of Grove & Bridge Rd 38.06 acres	Under Construction - Remaining Units on Hold	BRG Development 17117 W. Nine Mile Suite 1100 Southfield, MI 48075 734-669-2959	\$120-\$220k	
Share Commons	Attached Condominiums	Section 14 – 50 units Share Street east of Harris and south of I-94 8.54 acres	Preliminary Site Plan -Pending (3/28/08) Detailed Engineering -Pending Project on Hold	Hall’s Mortgage Inc 24655 Southfield Rd Southfield, MI 48075 248-559-3480 248-559-3577 fax Ralph Hall	Atwell Hicks 500 Avis Drive, Ste 100 Ann Arbor, MI 48108 734-994-4000 734-994-1599 fax Tom Covert	9/26/06
Tremont Park Phase II	Single Family	Section 35 – 188 units North side of Martz, west of Bunton	Phase II – 91 units -Under Construction Remaining lots purchased by Grand Sakwa in Dec. 2008	Tremont Park Associates 27774 Franklin Rd Southfield, MI 48034 248-594-0951 Jeff Brown	\$170 - \$300	
West Grove Site Condos	Single-Family Site Condo	Section 24 – 40 units Northwest corner of Grove and Ide 14.2 acres	Preliminary Site Plan -Approved (5/17/05) -Extension (2/17/09) Detailed Engineering -Pending (2/3/07)	Grove Road, LLC Sherman Farber Development 5994 Red Coat Lane West Bloomfield, 48322 248-855-6065	Atwell-Hicks Inc 500 Avis Dr. Suite 100 Ann Arbor, MI 48108 Mark Pascoe 734-994-4000	8/26/04

Proposed/Active Projects for Ypsilanti Township – June 2009



Residential						
<u>Project</u>	<u>Type</u>	<u>Location</u>	<u>Status</u>	<u>Developer</u>	<u>Site Planner</u>	<u>Filing Date</u>
Whispering Meadows II	Planned Development -Single Family	Section 27 – 217 units West side of Tuttle Hill, south of Textile	Phase II – 102 units -Under Construction	RDK Homes 1409 Plymouth Rd Suite 280 Plymouth, MI 48170 734-495-3017 Robert Kime	\$160 - \$270k	



<u>Project</u>	<u>Type</u>	<u>Location</u>	<u>Status</u>	<u>Developer</u>	<u>Site Planner</u>	<u>Filing Date</u>
Nonresidential						
Burning Bush Church Addition	13,465 sqft addition to existing facility	Section 11 – 2069 Tyler Road North side of Tyler west of Desoto	Preliminary Site Plan -Approved (6/24/08) Detailed Engineering -Approved (11/12/08) Awaiting PreCon	Burning Bush Church Of God in Christ 2069 Tyler Road Ypsilanti, MI 48198 Don Shelby Jr.	The Shirkey Company 1340 Market Avenue Canton, OH 44714 330-455-2672	11/6/07
Chinese Buffet	8,768 sqft addition onto existing 5,000 sqft facility	Section 6 – 2906 Washtenaw South side of Washtenaw east of Golfside	Under Construction	Mr. Xing Shou Wang, Xing-Long Property, LLC, 2867 Washtenaw Ave., Ypsilanti, MI 48197	E.P. Kabiske & Assoc 1430 E. Michigan Ave Ypsilanti, MI 48198 734-481-1322	11/15/06
Eby-Brown	17,000 sqft cold storage addition	Section 2 2085 E. Michigan Ave South side of E. Michigan east of Ford Blvd 19.9 acre site	Under Construction	Eby Brown Company 280 Shuman Street Naperville, IL 60566	Washtenaw Engineering 3250 West Liberty Ann Arbor, MI 48103	7/11/08
First Free Will Baptist Church	6,702 sqft addition to existing facility	Section 3 – 1244 Holmes Rd South side of Holmes west of Ford Blvd	Project on Hold	First Free Will Baptist 1244 Holmes Rd Ypsilanti, MI 48198	Davenport Brothers 301 Industrial Pk Dr. Belleville, MI 48111 734-697-2994	8/17/04
Grace Fellowship Church	Church – Place of worship 12,190 sqft	Section 1 – Mott Rd East of Ridge Rd. 16.0 acres	Revised site plans -Approved (2/26/08) Awaiting PreCon	Grace Fellowship 2754 Eastlawn Ypsilanti, MI 48197 Pastor Powell 734-994-4590	Engineering Technologies Corp. 2455 S. Industrial Ann Arbor, MI 48104 734-794-0052	2/3/03
Hidaya Muslim Community Assoc.	85,000 sqft place of worship and community center (3-Phases)	Section 07 – North side of Ellsworth east of Golfside 7.02 acres	Preliminary Site Plan -Public Hearing (7/24/07) Recommended for denial by PC Project on Hold	Hidaya Muslim Community Associates 5291 Falling Leaf Dr Ann Arbor, MI 48109 Imran Molon	G.A.V. & Associates 31471 Northwestern Hwy Farmington Hills, 48334 248-985-9101 Ghassan Abdelnour	12/7/05

Proposed/Active Projects for Ypsilanti Township – June 2009



<u>Project</u>	<u>Type</u>	<u>Location</u>	<u>Status</u>	<u>Developer</u>	<u>Site Planner</u>	<u>Filing Date</u>
Nonresidential						
Lunch & Liquor Party Store	2,895 sqft retail facility	Section 11 – 1424 Ecorse s/w corner of Ecorse and Greenlawn	Under Construction			10/12/05
MichCon	Natural gas compressor station	Section 1 – 3020 E. Michigan Avenue South side of Michigan west of Rawsonville	Under Construction	DTE Energy 2000 Second Avenue Detroit, MI 48226	Basic Systems Inc. 10901 Clay Pike Rd Derwent, OH 47433	8/5/08
Mouhajer Garage	2,146 sqft automobile repair facility	Section 18 3150 W. Michigan Ave North side of W. Michigan west of I94	Under Construction	Petro Limited Group LLC 3150 W. Michigan Ave. Ypsilanti, MI 48197 Mike Mouhajer	Maher Abbasi Abbasi Engineering 6715 Greenview Street Detroit, MI 48228	9/28/07
Prestige Automotive	6,923 sqft automobile showroom and repair facility	Section 17 444 James L. Hart North side of James L. Hart west of Huron 7.57 acre site	Project approved and on hold	Jackson Land Holding, 20200 E. 9 Mile Road, St. Clair Shores, MI 48080	Alpine Engineering 46892 West Road, Suite 109 Novi, MI 48377	7/2/08
Round Haus Addition	5,815 sqft addition to the existing 3,302 building	Section 24 5970 Bridge Road Northwest corner of Textile and Bridge Road 1.07 acres	Preliminary Site Plan - Pending (4/20/09) Detailed Engineering - Pending	Round Haus Pizza & Party Shoppe 5970 Bridge Road Ypsilanti, Mi 48197	Vitens Engineering 44275 Brandywyne Canton, MI 48187 734-453-3460	4/20/09
Speedway Gas Station	Demolish and reconstruct 3,936 sqft gas station	Section 10 1395 E. Michigan Northwest corner of East Michigan and Huron	Preliminary Site Plan -Pending (11/27/07) Project on Hold	Speedway/SuperAmerica 500 Speedway Dr Springfield, OH 45501 937-864-2000	Marathon Ashland Petroleum LLC 539 S. Main St Findlay, OH 45840	11/27/07

Proposed/Active Projects for Ypsilanti Township – June 2009



<u>Project</u>	<u>Type</u>	<u>Location</u>	<u>Status</u>	<u>Developer</u>	<u>Site Planner</u>	<u>Filing Date</u>
Nonresidential						
Walgreens/KC Daycare	13,580 sqft pharmacy and 4,600 sqft daycare facility	Section 21 Near the intersection of Stony Creek and Whittaker Road 5.82 acre site	Preliminary Site Plan -Approved (1/27/09) Detailed Engineering -Project on Hold	WG Ypsilanti, LLC 255 E. Brown Street, Suite 105 Birmingham, MI 48009	Wade Trim 3933 Monitor Road Bay City, MI 48707	7/10/08
Ypsilanti Area Credit Union	1,584 sqft branch building	Section 21 Located on the east side of Whittaker south of S. Huron River Drive 2.0 acres	Preliminary Site Plan -Approved (12/23/08) Detailed Engineering -Pending (5/18/09)	Tracker Properties LLC 33533 W. Twelve Mile Farmington Hills, 48331 2248-324-9315 Earl McHugh	Washtenaw Engineering 3250 W. Liberty Ann Arbor, MI 48106 734-761-8800	9/17/08
Zeer Security	1,644 sqft addition to existing retail building	Section 6 – 2997 Washtenaw Ave s/e corner of Washtenaw and Golfside	Awaiting Bldg permit review	Eddie Zeer 23999 W. 10 Mile Southfield, 48034 248-304-1900	Engineering Services Inc 32300 Schoolcraft Livonia, MI 48150 734-525-7330	1/4/08



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

June 11, 2009

Clerk Karen Lovejoy-Roe
Charter Township of Ypsilanti
7200 Huron River Drive
Ypsilanti, MI 48197

Dear Ms. Lovejoy-Roy

Attached you will find the May 2009 Ypsilanti Township Police Services Report. Please accept this at your board meeting scheduled for June 16, 2009. Please contact me with any questions or concerns.

If you require additional information please contact me and I will provide you with the necessary information.

Sincerely,

Jim Anuszkiewicz
Lieutenant



Washtenaw County Sheriff's Activity Log

Activity Log Area Summary Report

06/11/2009

11:51:35AM

Area: 20 - Ypsilanti Twp.
Date Range: 5/1/2009 - 5/31/2009

CSO/ACO/Support Staff Log

70 Logs

Total Administrative Duty:	114	for a total of	5495 minutes
Total Briefing:	3	for a total of	255 minutes
Total Court (Regular Time):	1	for a total of	165 minutes
Total Follow-Up:	6	for a total of	100 minutes
Total Proactive Patrol:	36	for a total of	1025 minutes
Total Self-Initiated Activity:	129	for a total of	5900 minutes
Total Service Requests:	82	for a total of	3815 minutes

Total Records, Minutes and equivalent Hours:	371	16,755	=	279 hours 15 minutes
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Deputy Log

802 Logs

Total Traffic Stop:	603	for a total of	9775 minutes
Total Administrative Duty:	896	for a total of	19642 minutes
Total Briefing:	635	for a total of	11897 minutes
Total Court (Regular Time):	35	for a total of	4200 minutes
Total Court (Overtime):	24	for a total of	3060 minutes
Total Community Relations:	121	for a total of	4160 minutes
Total Follow-Up:	701	for a total of	38330 minutes
Total Proactive Patrol:	1417	for a total of	31870 minutes
Total Special Contact:	1	for a total of	120 minutes
Total Special Detail:	37	for a total of	4140 minutes
Total Selective Enforcement:	964	for a total of	23135 minutes
Total Self-Initiated Activity:	166	for a total of	9040 minutes
Total Service Requests:	2356	for a total of	87174 minutes
Total Training:	6	for a total of	2265 minutes
Total Other:	16	for a total of	379 minutes
Total Service Request Assist:	469	for a total of	14977 minutes
Total Property Check:	210	for a total of	3415 minutes
Total Court Off-Duty:	44	for a total of	6065 minutes

Total Records, Minutes and equivalent Hours:	8,701	273,644	=	4560 hours 44 minutes
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Detective Log

102 Logs

Total Traffic Stop:	2	for a total of	30 minutes
Total Administrative Duty:	17	for a total of	1525 minutes
Total Briefing:	5	for a total of	260 minutes
Total Court (Regular Time):	5	for a total of	1110 minutes
Total Court (Overtime):	1	for a total of	300 minutes
Total Community Relations:	1	for a total of	45 minutes
Total Follow-Up:	105	for a total of	21964 minutes
Total Proactive Patrol:	4	for a total of	110 minutes
Total Special Detail:	1	for a total of	420 minutes

Total Selective Enforcement:	3	for a total of	75 minutes
Total Self-Initiated Activity:	3	for a total of	185 minutes
Total Service Requests:	23	for a total of	5880 minutes
Total Other:	9	for a total of	515 minutes
Total Service Request Assist:	2	for a total of	80 minutes
Total Court Off-Duty:	1	for a total of	180 minutes

Total Records, Minutes and equivalent Hours: 182 32,679 = **544 hours 39 minutes**

General Fund Patrol

72 Logs

Total Traffic Stop:	27	for a total of	725 minutes
Total Administrative Duty:	11	for a total of	160 minutes
Total Court (Regular Time):	2	for a total of	265 minutes
Total Community Relations:	2	for a total of	10 minutes
Total Follow-Up:	17	for a total of	590 minutes
Total Proactive Patrol:	127	for a total of	3060 minutes
Total Special Detail:	3	for a total of	225 minutes
Total Selective Enforcement:	36	for a total of	835 minutes
Total Self-Initiated Activity:	9	for a total of	155 minutes
Total Service Requests:	22	for a total of	720 minutes
Total Other:	2	for a total of	60 minutes
Total Service Request Assist:	34	for a total of	1344 minutes

Total Records, Minutes and equivalent Hours: 292 8,149 = **135 hours 49 minutes**

Secondary Road Patrol Log

38 Logs

Total Traffic Stop:	19	for a total of	255 minutes
Total Administrative Duty:	6	for a total of	460 minutes
Total Court (Regular Time):	3	for a total of	130 minutes
Total Community Relations:	1	for a total of	5 minutes
Total Follow-Up:	30	for a total of	2165 minutes
Total Proactive Patrol:	4	for a total of	100 minutes
Total Special Detail:	11	for a total of	575 minutes
Total Selective Enforcement:	38	for a total of	530 minutes
Total Self-Initiated Activity:	1	for a total of	60 minutes
Total Service Requests:	24	for a total of	1830 minutes
Total Training:	1	for a total of	480 minutes
Total Service Request Assist:	17	for a total of	665 minutes

Total Records, Minutes and equivalent Hours: 155 7,255 = **120 hours 55 minutes**

Supervisor Log

169 Logs

Total Traffic Stop:	3	for a total of	75 minutes
Total Administrative Duty:	504	for a total of	31000 minutes
Total Briefing:	80	for a total of	1395 minutes
Total Court (Regular Time):	1	for a total of	130 minutes
Total Court (Overtime):	1	for a total of	75 minutes
Total Community Relations:	37	for a total of	550 minutes
Total Follow-Up:	18	for a total of	2550 minutes

Total Proactive Patrol:	170	for a total of	5180	minutes
Total Special Detail:	8	for a total of	1030	minutes
Total Selective Enforcement:	82	for a total of	1610	minutes
Total Self-Initiated Activity:	50	for a total of	1040	minutes
Total Service Requests:	37	for a total of	2145	minutes
Total Training:	2	for a total of	600	minutes
Total Service Request Assist:	77	for a total of	2545	minutes
Total Property Check:	7	for a total of	230	minutes
Total Court Off-Duty:	4	for a total of	510	minutes

Total Records, Minutes and equivalent Hours: 1,081 50,665 = 844 hours 25 minutes

Combined Total Records, Minutes and equivalent Hours: 10,782 389,147 = 6485 hours 47 minutes

1,253 Total Logs



Washtenaw County Sheriff's Activity Log

06/11/2009

11:58:49AM

Activity Log Area Summary - Deputy Join Report

* * * **DRAFT** * * *

Area: 20 - Ypsilanti Twp.

Date Range: 5/1/2009 - 5/31/2009

Deputy Log

187 Logs

Total Traffic Stop:	252	for a total of	3990	minutes
Total Administrative Duty:	228	for a total of	3955	minutes
Total Briefing:	128	for a total of	2551	minutes
Total Court (Regular Time):	1	for a total of	90	minutes
Total Community Relations:	16	for a total of	265	minutes
Total Deputy Joined Shift:	134	for a total of	75	minutes
Total Deputy Left Shift:	135	for a total of	30	minutes
Total Follow-Up:	110	for a total of	4165	minutes
Total Out of Service:	35	for a total of	10	minutes
Total Proactive Patrol:	470	for a total of	10162	minutes
Total Special Detail:	22	for a total of	1385	minutes
Total Selective Enforcement:	408	for a total of	8980	minutes
Total Self-Initiated Activity:	40	for a total of	1030	minutes
Total Service Requests:	605	for a total of	16159	minutes
Total Other:	4	for a total of	60	minutes
Total Service Request Assist:	148	for a total of	3803	minutes
Total Property Check:	58	for a total of	970	minutes

Total Records, Minutes and equivalent Hours:	2,871		59,870	=	997 hours	50 minutes
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General Fund Patrol

2 Logs

Total Traffic Stop:	1	for a total of	5	minutes
Total Proactive Patrol:	7	for a total of	125	minutes
Total Self-Initiated Activity:	2	for a total of	60	minutes
Total Service Request Assist:	4	for a total of	80	minutes

Total Records, Minutes and equivalent Hours:	14		270	=	4 hours	30 minutes
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Secondary Road Patrol Log

1 Logs

Total Follow-Up:	1	for a total of	10	minutes
Total Proactive Patrol:	1	for a total of	20	minutes
Total Service Request Assist:	1	for a total of	60	minutes

Total Records, Minutes and equivalent Hours:	3		90	=	1 hours	30 minutes
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Combined Total Records, Minutes and equivalent Hours:	2,888		60,230	=	1003 hours	50 minutes
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190 Total Logs

Incident Summary Report

Report Description

Timeframe : From 2009-05-01 00:00:00 To 2009-05-31 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	2
225	CSC II - FONDLING - FORCE	3
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	15
440	ASSAULT WITH HANDS - FISTS - FEET	3
450	ASSAULT AND BATTERY	43
460	INTIMIDATION / THREAT	13
463	AGGRAVATED STALKING - MISDEMEANOR	1
499	ASSAULT (ALL OTHER)	5
510	BURGLARY - HOME INVASION - 1ST DEGREE	21
512	BURGLARY - FORCE - NON-RESIDENTIAL	3
521	BURGLARY - NO FORCE - RESIDENTIAL	12
522	BURGLARY - NO FORCE - NON-RESIDENTIAL	1
633	RETAIL FRAUD I - SHOPLIFTING OVER \$1000 - FELONY	1
634	RETAIL FRAUD II - SHOPLIFTING UNDER \$1000 - MISDEM	11
635	LARCENY OF GAS - SELF-SERVE	1
636	RETAIL FRAUD III MISD	1
643	LARCENY FROM VEHICLE - B&E (INCLUDES W/DAMAGE - 750.356 A-B)	31
653	OF VEHICLE PARTS / ACCESSORIES - B&E	1
670	IN A BUILDING	2
699	LARCENY - ALL OTHER	23
710	AUTOMOBILE (CAR) THEFT	10
799	ALL OTHER VEHICLE	1
810	ARSON	1
1040	COUNTERFEITING - ALL	3
1115	FRAUD - CREDIT CARD / AUTO TELLER MACHINE- (ATM) / FINANCIAL TRANS. DEVICE USE	3
1134	DEFRAUD HOTEL/RESTAURANT	1
1176	RETAIL FRAUD II - MISREPRESENT PRICE	2
1199	ALL OTHER	8
1210	EMBEZZLEMENT	1
1220	EXTORTION / BLACKMAIL	2
1330	STOLEN PROPERTY - RECEIVING / CONCEALING / POSSESSING	2
1340	STOLEN AUTO - REPORTED BY OTHER JURIS	2
1410	MDOP - MALICIOUS DESTRUCTION OF PROPERTY	38
1506	CONCEALED WEAPONS - ALL OTHER	3
1610	PROSTITUTION AND VICE	5
1814	CRACK COCAINE - USE / POSSESS	2
1815	COCAINE - SALE / MANUFACTURE	2
1816	COCAINE - USE / POSSESS	1

Incident Summary Report

Report Description

Timeframe : From 2009-05-01 00:00:00 To 2009-05-31 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A

Offense Class Code	Offense Class Description	Count
1820	MARIJUANA - SALE / MANUFACTURE	2
1821	MARIJUANA - USE / POSSESS	1
1853	OTHER NARCOTIC - USE / POSSESS	8
1872	FRAUDULENT PROCUREMENT / PRESCRIPTION - NARCOTIC	2
1875	NARCOTIC EQUIPMENT / DEVICE VIOLATIONS	8
1920	NUMBERS - LOTTERY	1
2015	CRUELTY TOWARD CHILD / NON-VIOLENT	1
2022	CRUELTY / NEGLECT - OTHER	1
2115	OUI LIQUOR - includes per se	3
2116	SECOND OFFENSE	1
2193	OUI LIQUOR - FELONY DEATH BY DRUNK DRIVING	1
2217	UNDERAGE (17-20 YEARS) POSSESS / TRANSPORT OPEN INTOX IN MOTOR VEH	1
2220	SELL OR FURNISH TO UNDERAGE OR TO JUVENILE	1
2223	JUVENILE (16 & UNDER) USE / CONSUME / POSSESS ON ANY PROPERTY	1
2315	CONTEMPT OF COURT - BENCH WARRANT - FTCJ	2
2316	PROBATION VIOLATION	1
2395	ESCAPE / FLIGHT - OTHER	1
2397	OBSTRUCT JUSTICE - OTHER	1
2399	OBSTRUCT POLICE - OTHER	1
2405	DISORDERLY CONDUCT	127
2440	PUBLIC NUISANCE	119
2441	PUBLIC DRUNKENNESS	3
2443	OBSCENE TELEPHONE CALLS	9
2454	CURFEW VIOLATION	4
2456	LOITERING - 17 YEARS AND OLDER	2
2499	DISORDERLY - ALL OTHER	17
2545	FIRECRACKERS / FIREWORKS - ILLEGAL POSSESSION / USE / SALE / FURNISH	4
2560	TRESPASS	8
2688	DOG LAW VIOLATIONS	1
2689	ANIMALS AT LARGE	65
2691	CONSERVATION LAWS	14
2693	HEALTH/SAFETY VIOLATIONS	2
2694	CIVIL RIGHTS VIOLATIONS	1
2697	ANIMAL CRUELTY 4 YR FEL	1
2702	LOCAL ORDINANCES - ANIMAL CONTROL ORDINANCES	1
2780	LOCAL ORDINANCES - OPEN FOR ANY	14
2820	RUNAWAY	13
2822	LOST / MISSING JUVENILE	1
2825	INCORRIGIBILITY	3
2899	ALL OTHER	65
2922	FAIL TO STOP AND I.D. ACCIDENT	1
2931	OPS LICENSE SUSPENDED / REVOKED	19
2933	VEHICLE REGISTRATION - IMPROPER / EXPIRED	1

Incident Summary Report

Report Description

Timeframe : From 2009-05-01 00:00:00 To 2009-05-31 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A

Offense Class Code	Offense Class Description	Count
2935	DWLS 2ND	7
2936	OPS - NEVER ACQUIRED	2
2999	ALL OTHER	1
3010	FELONY	5
3020	MISDEMEANOR	39
3040	FELONY - O/JURIS	6
3050	MISDEMEANOR - O/JURIS	16
3070	CIVIL / FRIEND OF THE COURT	2
3113	ACC, INJURY TYPE B	2
3145	TRAFFIC CRASHES - PROPERTY DAMAGE	44
3150	PROPERTY DAMAGE - H & R	21
3155	PERSONAL INJURY	2
3158	PEDESTRIAN - PERSONAL INJURY	2
3165	FATAL	1
3170	PRIVATE PROPERTY	2
3172	PRIVATE PROPERTY - PERSONAL INJURY - PEDESTRIAN	1
3175	PRIVATE PROPERTY - H & R	11
3176	PRIVATE PROPERTY - PERSONAL INJURY - H & R	1
3199	ACCIDENTS (ALL OTHER)	2
3208	DEATH INVESTIGATION - CAUSE UNKNOWN	1
3217	ATTEMPT SUICIDE - ADULT	2
3250	MENTAL	29
3262	HOSPICE DEATH	1
3309	LIQUOR INSPECTION	1
3310	FAMILY TROUBLE	99
3312	NEIGHBORHOOD TROUBLE	21
3314	MISSING PERSONS	4
3316	LOST PROPERTY	16
3318	FOUND PROPERTY	4
3324	SUSPICIOUS CIRCUMSTANCES	387
3326	SUSPICIOUS VEHICLES	15
3328	SUSPICIOUS PERSONS	30
3330	ASSIST OTHER LAW ENFORCEMENT AGENCY	28
3331	ASSIST MEDICAL	69
3332	ASSIST FIRE DEPT	1
3333	ASSIST MOTORIST	14
3334	ASSIST OTHER GOVT AGENCY	2
3336	ASSIST CITIZEN	80
3338	ARREST ASSIST - OTHER AGENCY	1
3342	RECOVERED STOLEN PROPERTY - OTHER JURISDICTION	1
3345	ACCIDENTAL PROPERTY DAMAGE	3
3351	CIVIL - LANDLORD / TENANT	47
3355	CIVIL MATTER - OTHER	42

Incident Summary Report

Report Description

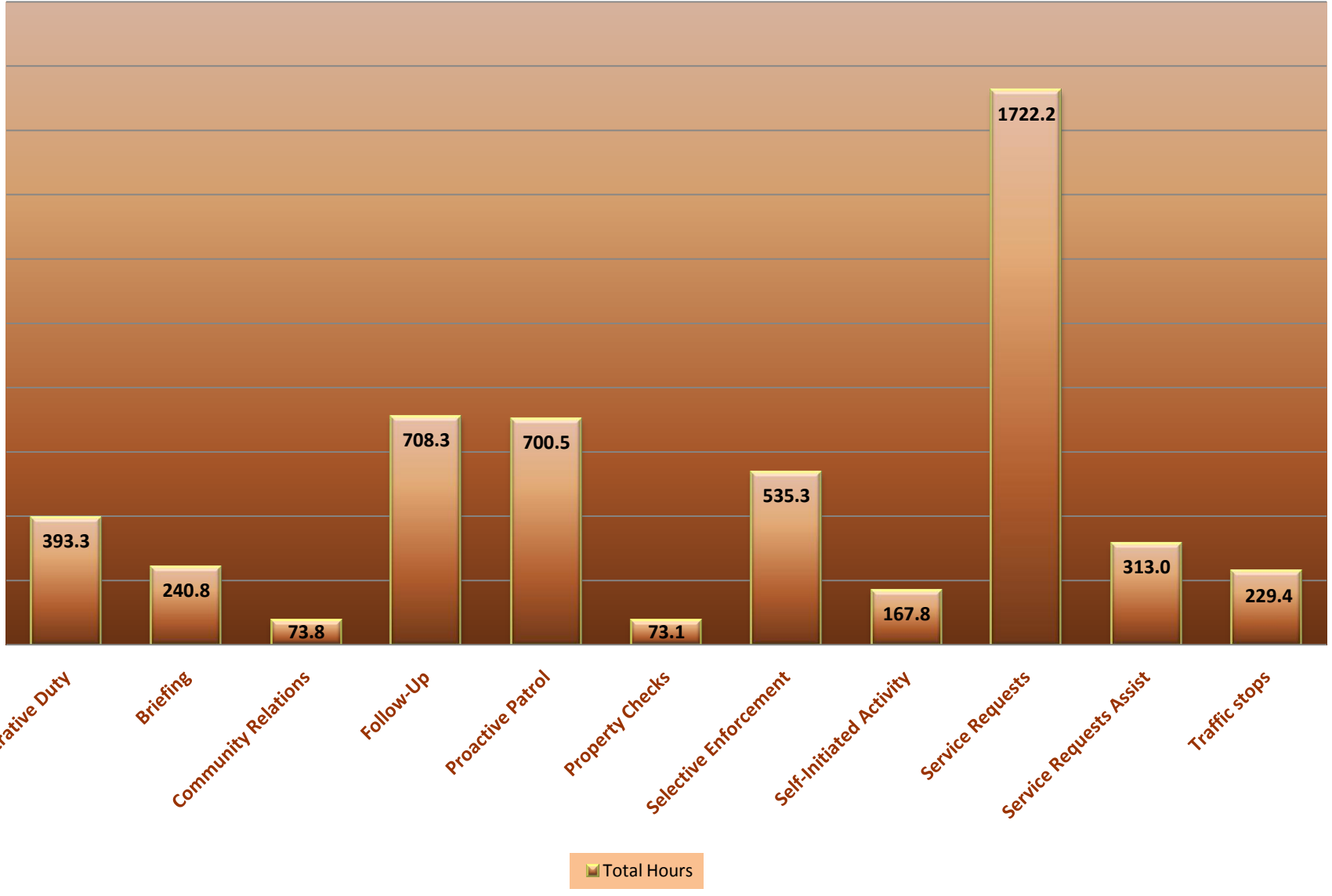
Timeframe : From 2009-05-01 00:00:00 To 2009-05-31 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A

Offense Class Code	Offense Class Description	Count
3410	LIVERY INSPECTION	1
3499	ALL OTHER COMPLAINTS	1
3501	OPEN GENERIC	42
3505	OPEN GENERIC	5
3509	OPEN GENERIC	38
3511	OPEN GENERIC	1
3523	OPEN GENERIC	60
3524	OPEN GENERIC	6
3525	OPEN GENERIC	1
3599	OPEN GENERIC	11
3702	ROAD HAZARD	29
3704	ABANDONED AUTO	12
3706	VEHICLE IMPOUND	2
3708	PRIVATE IMPOUND	47
3718	MINI-BIKE COMPLAINT	1
3728	PARKING COMPLAINT	1
3732	TRAFFIC MISCELLANEOUS B COMPLAINT	11
3799	TRAFFIC MISC	4
3803	ANIMAL - BARKING DOG	1
3804	ANIMAL COMPLAINT	38
3808	ANIMAL BITE / SCRATCH	3
3812	ANIMAL PICK-UP - ALIVE	15
3816	ANIMAL TRAP REQUEST / SET	1
3902	BURGLARY ALARM	136
3904	OPEN	3
3906	ROBBERY	5
3907	PANIC ALARM	13
4035	HIT AND RUN	1
4037	FAIL TO REPORT ACCIDENT	1
4222	ABANDONED MOTOR VEHICLE	2
4599	MISCELLANEOUS - UUUU	1
5170	FALSE CALL I / I / C / F	15
6018	VEHICLE INSPECTIONS	1
6199	OTHER	34
6310	K-9 TRACKING	5
6501	INSPECTION	6
Grand Total:		2,440

Ypsilanti Township Deputy Hours May 2009



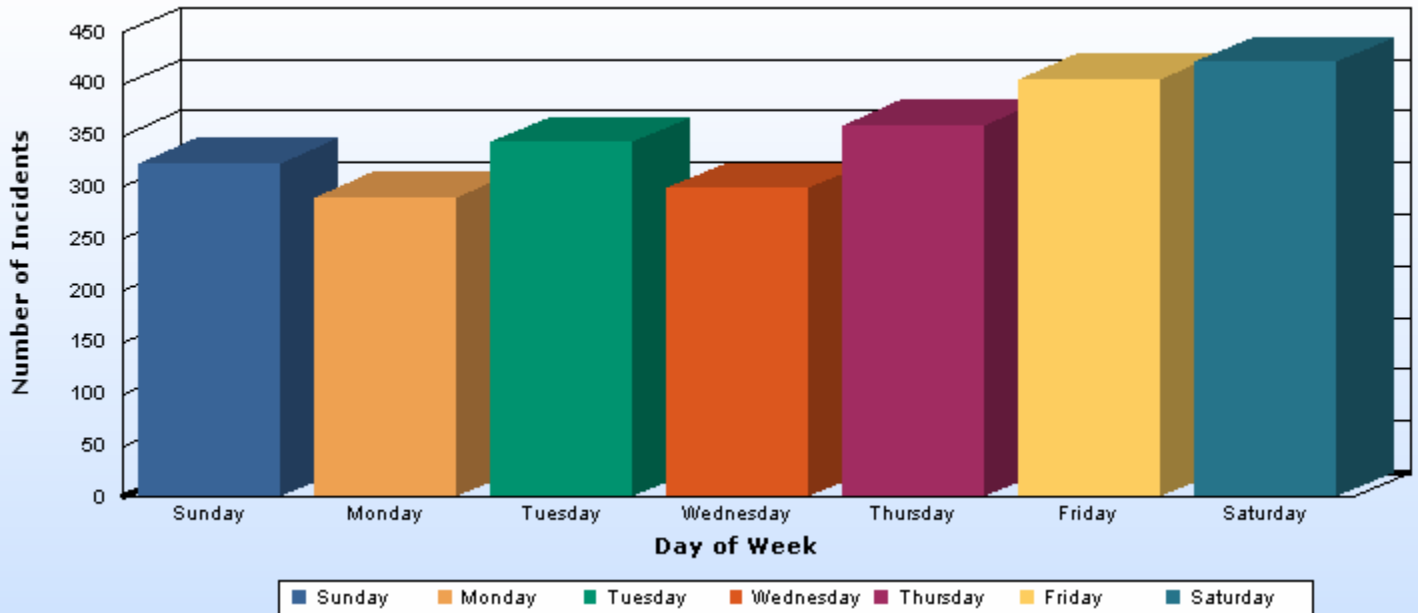
Number of Incidents by Day

Report Description

Timeframe : From 2009-05-01 00:00:00 To 2009-05-31 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A



Day of Week	Count
Sunday	323
Monday	290
Tuesday	343
Wednesday	299
Thursday	360
Friday	404
Saturday	421

Total 2,440

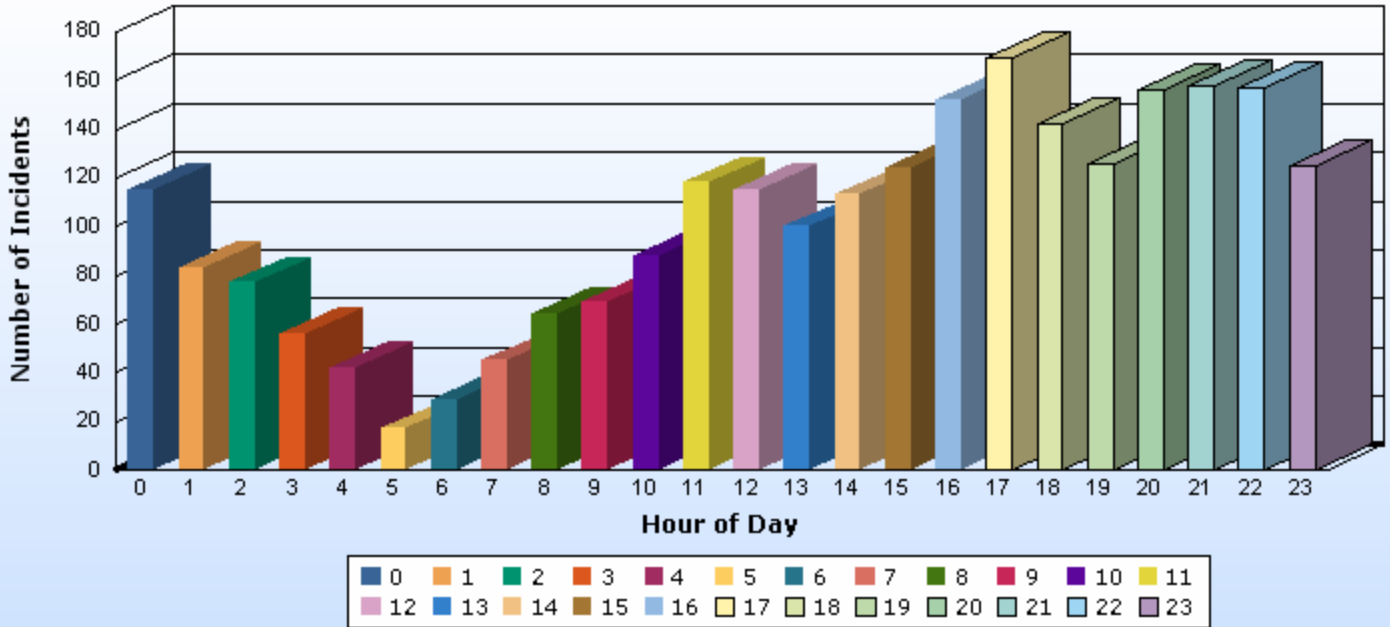
Number of Incidents by Time

Report Description

Timeframe : From 2009-05-01 00:00:00 To 2009-05-31 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : N/A



Hour of Day	Count
0:00	115
1:00	83
2:00	77
3:00	56
4:00	42
5:00	17
6:00	29
7:00	45
8:00	64
9:00	69
10:00	88
11:00	118
12:00	115
13:00	100
14:00	113
15:00	124
16:00	152
17:00	169
18:00	142
19:00	126
20:00	156
21:00	158
22:00	157
23:00	125
Total	2,440

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



**Residential Services
Department**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0073
Fax: (734) 544-3501
www.ytown.org

PUBLIC SERVICES SUPERINTENDENT REPORT

May / June 2009

Through the end of May and the beginning of June both the Environmental Services and the Parks & Grounds Departments have been extremely busy.

The Parks & Grounds Department has been busy training new staff and re-training returning staff to work more efficiently. We currently have 10 individuals on staff in addition to the Crew Leaders. It has been an unrelenting challenge to maintain the parks and grounds as we have had in the past. We continue to make adjustments to move through our tasks as quickly and efficiently as possible. We are re-learning how to maintain the parks so we can maintain the highest level we can.

We will be reducing the number of areas where we normally plant flowers this year as another way to save money. Maintaining flower beds and planting the flowers initially is very labor intensive. We will be reviewing the areas where we plant the flowers and choosing locations that will serve the township the greatest.

The Environmental Services Department's chipping operation has been able to maintain the routes as scheduled as the resident activity has leveled off. There are still a few larger piles that we have been clearing but not at the level that they were earlier in the spring. We have both of our normal drivers back.

The chipping trucks chipped 530 yards of curbside brush since the last report.

Our township residents have dropped off 327.89 yards of yard waste and have utilized 550 yards of compost.

Charter Township of Ypsilanti Recreation Department

2009 May Report

“Creating Community through People, Parks and Programs”

“**Continuing to inspire an Active Lifestyle...**” The staff of the Recreation Department continues to create new opportunities for our community to improve their health and well being through our many programs, services and facilities. We have greatly expanded our day camp offerings, fine tuned our athletic programs and added several new and exciting offerings to our “50 & Beyond” program with great success. Our participation numbers continue to increase as a direct result of offering quality programs at an affordable rate and going the extra mile in customer service. Our best form of promotion is through referrals from satisfied customers. We understand the importance of an active lifestyle and the challenges we all face with finding the time to exercise, relax and to simply enjoy life. We also understand the value of partnerships and continue to work with community groups and businesses to expand and enhance the quality of life opportunities for our residents.

Now more than ever **viable parks and recreation departments** are needed to provide healthy opportunities for a community to stay fit in mind, body and soul. During these challenging economic times, many providers in our area such as community education, other municipal recreation providers and fitness related businesses are disappearing. We are the primary source in Eastern Washtenaw County for providing health, fitness and social opportunities. Like the role of our educational institutions, we provide **essential** life long learning opportunities for all ages. We are an important part of the fabric that makes our community a desirable place to live, work & play.

The professional staff within the Recreation Department provides an affordable source of leisure close to home that builds and strengthens communities through a variety of means including improved health and well being, reducing stress, supplementing economic growth and bridging the issues associated with diversity. It has been statistically proven that businesses and families view parks and recreation as one of the top three reasons to move into a community. It has also been statistically proven that well developed parks and recreation systems greatly enhance the value of homes, reduces crime and reduces the costs associated with crime prevention. The cost to incarcerate one youth for one year is conservatively estimated to be \$40,000.00. This amount can provide a year’s worth of well balanced and structured recreation programs for literally dozens of children. We virtually change the lives of many and help our youth become productive citizens in our community.

This report outlines some of the many **“Benefits & Outcomes”** that our programs and services provide to our community rather than simply listing the programs and services. In other words, the importance of what we do is better understood by measuring the “benefits & outcomes” as a result of what we do. We firmly believe that during times of a struggling economy, parks & recreation makes a huge impact on the health and welfare of our community. **We are the stewards of a “green” community and the ambassadors of the “quality of life” that our residents strive for.**

1. Partnerships & Sponsorships:

- Our newest partnership with the Blue Print for Aging continues to benefit our members. The transportation voucher program provides free transportation to many of our members that normally would not be able to visit the center. The program is funded through a grant. The RSVP program offers opportunities for the members to volunteer and as part of the program they are reimbursed .15 per mile and liability insurance is provided to the volunteer that would cover them in the event they were hurt either on the way or at the volunteer site. The volunteers are also honored each year in the spring at a beautiful lunch.
- The township has partnered with Lakeshore Apartments, WCSD, Marriott at Eagle Crest, HVA and others for the 2009 Fireworks Display. Special Thanks goes to Lakeshore Apartments for all of their time and efforts in reviving this event and adding a family festival for our community.

2. Marketing and Promotion:

- In a continued effort to reach out to the younger senior, we continue to work on the web domain “fiftyandbeyond.org” for future use. We are getting more email addresses upon registration than in the past thus indicating this generation is getting more involved and the older seniors are learning to use the computer.
- Our newsletter is being placed at several local business and churches by our members. We have started to use “buzz” words in our descriptions both in the newsletter and brochure.
- We are incorporating many cross marketing techniques here at the community center. We are letting parents know about kids, adult and senior programs. We tell the seniors about kid’s programs. We understand the power of the family unit. We have seen an increase of members in the senior program that register because a family member or friend told them about us. It works both ways because we have seniors whose grandchildren or great grandchildren are enrolled in one or more of our programs.

- Working with the Ypsilanti Foundation we are exploring ways to get the words out about our programs here at the community center and our “50 & Beyond” program. No details at this time are available. More to follow in the near future.
- **“Discover Ypsilanti Township” Magazine** – Our summer/fall edition of “Discover Ypsilanti Township” Magazine continues to be a great marketing tool for the department. We have received several positive comments about the tabloid style cover and it has proven to be a tremendous success. Registrations and revenues continue to be at a greater pace than in the past. We believe it can be attributed to our diverse marketing and more importantly due to our quality programs and services.
- We continue to work closely with the YACVB to enhance the promotion of our parks and services. Over the next few months we will be including additional information on their web site.
- The department continues to use broadcast emails (e-blasts) as an effective mode of advertising our programs & services. We are also utilizing our website more to promote our programs.
- We are looking into creating a Facebook page for the department. More & more recreation departments across the state have done this with great success. They are getting hundreds of hits on their sites weekly and are getting instant and valuable feedback about their programs and services. They have also found that they are able to reach Teens much quicker and more effectively through their Facebook site.
- The senior newsletter continues to be an effective tool for our older population. Our membership numbers are at a record high.
- In addition to our summer/fall Discover Magazine being distributed in April, target marketing was started for our adaptive programs. Program information was sent to the editor of *A Different Path*, the newsletter for families raising children with disabilities.
- Our staff has been promoting the summer camps in many ways. We placed an ad in the Ann Arbor Observer Camp edition, sent out e-blasts and created fliers. We are also hosting an Open House in March to let the parents see first hand what their child will be doing over the summer. They will also be able to meet the staff. The Open House flyer and a detail description of each camp were sent to every school in the area and to their parent organizations. Staff has attended and will continue to attend evening parent organization meetings to promote the camp. The open house flyer and camp descriptions were sent home with our Kids Corner participants. And we placed a “Group” invitation on Face Book for families looking for summer camps. We have secured the web domain “kidzsummerfum.com” for future promotions.

- **Adaptive Programs** – we have several new programs that we are marketing to youth and adults with developmental disabilities. We established a contact person at the Washtenaw Intermediate School District (WISD). This person distributed fliers to the families that she works with and gave us a contact list of people in special educations departments throughout Washtenaw County. Our programs were also listed in “*A Different Path*” newsletter that is mailed to families of children with special needs.

3. Reference and Referral

- The importance of offering reference and referral through our senior program is evident by the large number of seniors who either walk in or call to ask for help. 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. 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.

Here is an example:

A member was confused about her mail order prescriptions. She brought in many bottles of the same medication that was sent to her. She had many questions and we were concerned because most of the bottle appeared to have not been taken as directed due to the remaining pills. We contacted the mail order company for her and in about 30 minutes had everything figured out and then we explain it to her so she could take the medication as directed. We then had the problem of discarding the unused medication. We checked out the proper disposal and took care of that for her also.

- The need for referral and social opportunities are only going to grow over the next decade we recently came across some staggering facts:
 - ~ The 65+ population in Washtenaw County will more than double over the next 25 years from 29,707 in 2005 to 77,666 by 2030.
 - ~ By 2017 there will be more Senior’s than school age children in Washtenaw county.
 - ~ From 1990 to 2000 the percent of older adults living alone in Washtenaw County increased by 25%.

Senior centers and/or programs are the front line of prevention – the biggest threat to states and counties is chronic conditions. (facts provided by the Area Agency on Aging 1-B)

4. Foster Life Long Learning & Human Development:

- Over the past few months several of our “50 & Beyond” members have started support groups. Our writer’s class finished and now the participants continue to meet monthly as a support group. These newly created groups average between 8-10 people per meeting. This group would have never formed if it wasn’t for the class we held here. The same for our German club. It too was formed as a result of our German class we offered. These support groups provide opportunity for our member to bounce ideas off fellow seniors that share similar interest. The writers group held their February meeting at the home of a member because she was too weak from cancer treatment to come here to the center. We couldn’t even begin to estimate the value of something like that.
- Our Bridge club started with 4 people and in just a few short months has grown to 16 people. The scrabble club is also seeing a growth of interest.

5. Health & Wellness:

- We have started a weekly Pickleball session. This is a great form of exercise that combines badminton, tennis and ping pong. It is played on the gym floor with racket ball styled paddles. The seniors love it.
- CVS sent a pharmacist out to talk about Diabetes risk factors. The members really enjoy these talks. The information is always presented in an easy format to understand and they bring good bag with cvs products for the participants.
- A study on the benefits of recreation indicated that, “the social need for recreation has been identified as a means for community involvement and an expression of citizenship.” Through a sense of community and social contact, citizens can combat problems such as isolation and loneliness. We see a lot of social interaction from large groups through rentals for our gymnasium, wallyball/racquetball courts and softball diamonds.

6. Community Collaboration and Outreach:

- Congratulations to all our participants that took part in our Aquafina Major League Baseball Pitch, Hit & Run local competition at Ford Heritage Park on Monday, May 4, 2009. The local competition drew players from numerous leagues in the area as well as our own Program.

Participants competed in the 7-8, 9-10, 11-12 and 13-14 age groups. At the local competition six awards were given out in each age group: All-Around Champion, All-Around Runner-Up, All-Around Third Place, Pitching Champion, Hitting Champion and Running Champion.

The participants advanced to Sectional Competition for each age group in the following categories: All-Around Champion, Pitching Champion, Hitting Champion and Running Champion. The Sectional Competition will be held in Canton on Saturday, June 6 at 10:00 am at the Canton Sports Center, Heritage Park.

The local results are as follows:

- 7-8** All-Around winner - Steven Lechtner- 271 points
All-Around Runner-Up - Andrew Kuehner- 225 points
All-Around Third Place - Caleb Drummer- 210 points
Pitch winners - Caleb Drummer, Andrew Kuehner
Ben Estell and Steven Lechtner- 75 points
Hit winner- Steven Lechtner - 146 points
Run winner- Caleb Drummer - 85 points
- 9-10** All-Around winner - Brendon Davenport- 531 points
All-Around Runner-Up - Jimmy Lechtner- 454 points
All- Around Third Place - Mark Honomichi- 367 points
Pitch winner - Ryan Etheridge- 150 points
Hit winner - Brendon Davenport- 274 points
Run winner - Brendon Davenport- 182 points
- 11-12** All-Around winner - Clayton Connell- 893 points
All-Around Runner-Up winner - Aaron Taylor- 855 points
All-Around Third Place - Quincy Field- 531 points
Pitch winner - Aaron Taylor - 375 points
Hit winner - Clayton Connell - 354 points
Run winner - Clayton Connell - 314 points
- 13-14** All-Around winner - Nathan Estelle-689 points
All-Around Runner-Up - Zachary Taylor-557 points
All-Around Third Place - Darnell Kirkland- 542 points
Pitch winner - Nathan Estelle- 375 points
Hit winner - Darnell Kirkland- 366 points
Run winner - Zachary Taylor- 296 points

- The 2009 Start Smart baseball and golf seasons are underway, continuing our partnership with the National Alliance for Youth Sports (NAYS). Some families are participating in both sports. We also have returning families that enjoy the program so much; they are participating again with their younger child. Start Smart is a step-by-step approach that builds confidence and self-esteem, and makes sports fun. Parent-child groups perform motor skill tasks that gradually build confidence in children while they are having fun at the same time.
- Our Ypsilanti Township Softball program is a member of the Michigan Amateur Softball Association (MASA). Our MASA Coed, Men's and Women's leagues play at the Community Center Fields. Many of our teams are sponsored by local merchants such as the Marriott, Mr. Pizza, Aubree's, Michigan Carpet and Buffalo Wild Wings. Player's families enjoy watching mom and dad play as well as our clean restroom facilities and awesome playground equipment. We also placed three players looking for a team to play on with an existing team in our league.
- On the first Thursday of every month we host the Focus Hope food distribution. Seniors come to the community center and register with Focus Hope and receive several boxes of staple foods. Sadly we have seen the number of seniors needing this service grow over the past several months. The representative from Focus Hope told us that we are one of the largest sites. Our numbers are averaging 160 families a month.
- We have started a "Member to Member" program. The goal is to get a list of members that are available to offer a service to other members that need help. Several members have come forward offering different services for our program.

7. Promoting a Positive Image:

- Yoga-Pilates – a participant from this class commented to staff about how well our facility is maintained by our custodians. This comment was shared with our custodians and very much appreciated. This customer is one who is in our facility often, as with other frequent customers, notices the small things that mean a lot.
- **Room Rentals** – we had nine Saturday room rentals during the month of May. We made calls to some of the renters after their rental to ask about their experience at our facility. All of them said they had a good time. One person indicated that she had attended a previous event at the community center and that was what prompted her to rent with us.

8. Protect and Improve Parks and Natural Resources:

- **Uniform park signage** – We are still in the process of evaluating the RFP's for new park signage. We hope to be able to make a recommendation to the Board soon. Once approved, we will start replacing old signs and adding new signs. Our goal over the next 3 – 5 years is to unify our sign program throughout all of the parks.
- **Access to Recreation Grant** – Construction of this project (barrier free picnic area at Ford Heritage Park) is now completed. The contractor completed punch list items in May. The final report will be completed in June and submitted for the final payment of \$5,000.00 (the balance due from the grant we received).
- The Michigan Mountain Biking Association continues to do trail work at **Hewen's Creek Park**. Plans are to complete the small bridge across a very small creek and continue to expand the trail in 2009.
- **Park Rangers and Park Attendants** have been hired, trained and started work at our gated parks. The weather has been cool during the month of May and park attendance has been a bit slow. We expect it to increase in June.
- **Shelter rentals** are steadily coming in. We anticipate another record year.

9. Collaboration with other Departments:

- During May we coordinated game and practice field preparations with Parks and Grounds maintenance staff.
- Our township firefighters provide blood pressure screening every month for our members. As we all know high blood pressure is known as the silent killer. This is a life saving service.
- The Recreation Director continues to work closely with the Building Operations Superintendent and the Public Services Superintendent on building and park related issues.

10. Provide Recreational Experiences:

A. "50 & Beyond" *****

- We continue to work on this years bazaar scheduled for the first weekend in October. We already have many of the crafters and vendors returning from last year. We are adding some new and exciting events this year. Friday's theme will be "Healthy Living" with many health screenings, various vendors and in the afternoon several cooking demonstrations geared at cooking for one or small households. Saturday's theme will be "Family Fun". Both days

the craft fair will be going on. On Saturday we will also host the 3rd YTRD Idol competition, have rub on tattoos, face painting, small crafts, and games for the kids to participate in. Our goal is to get more families to walk through the bazaar. Country Music will also be held Saturday Afternoon. We are looking into an inflatable for outside. This is a work in progress.

- Our annual Mother's Day brunch was once again a great success. We had over 90 in attendance. The food was wonderful and the fellowship even better. We were honored to have Brenda Stumbo and Karen Lovejoy-Roe in attendance.
- The Senior Prom was held this past month and was well attended. Our theme was "On the Sidewalks of New York". We had a large New York Skyline backdrop for photos and a D.J. for entertainment. We crowned our 2009 queen and king. Everyone had a wonderful time. We had 2 couples from the Ann Arbor area attend after seeing the announcement in the paper. They commented on how wonderful and active our center was.

B. "Enrichment, Health, Fitness & Special Events"

- **SUMMER CAMPS** – The parent handbooks are complete and we have started taking registrations. We have received many phone calls about the program. Registration is slow which was expected due to both the economic status of our area and the changes in the program. We believe this will pick up during the next month.
- **HOME SCHOOL ENRICHMENT PROGRAM** – Our Home Schooled enrichment program is in place and ready for registration. The handbook is finished and the schedule is set. This program will take place on Wednesday only for the fall. In 2010 we may expand it based on its success rate. The schedule and details can also be found in the Discover brochure.
- **KIDS KORNER** – Kids Korner finished their program with a graduation. The ceremony was held across the street from the community center at the park. Many family members attended and snapped pictures of their loved one as they children walked out with their graduation caps on and diploma in hand. It was a great event. Registration is going well for the fall program.
- **SPECIAL EVENTS** – We have organized 2 different types of parent/child events for this summer:

We are hosting the "**Circus in July**," well not really but children ages 5-14 can become a participant in a circus. **Circus Amoungus** will be at the community center to host "Be A Circus Star for the Day!". They bring all of the equipment, props, make up, and costumes. We just supply the kids and the parent volunteers. At the end of the workshop there will be a final performance open to the public.

Camp Day at the Palace is another special event for parents and kids to do together. Our township bus will take the parent/child duo to the Palace of Auburn Hills. Many things to do before the game start. The details are in our Discover Brochure.

- **Youth Dance Recital** – This year’s recital was again held at the Willow Run Auditorium. We held two shows with a total of 758 people in attendance. While our class enrollment was down from what we projected, our attendance at the two recitals was up.
- **Little Ninjas** – a recent article I read indicated that a child develops social skills, problem solving and creativity through early play experiences. In this class 3-4 year old children experience problem solving through lessons in self defense.
- **Body Blast Boot Camp, Pilates/Yoga Fusion and Zumba** fitness classes showed a slight increase in participation from our last sessions. We are still working hard to find ways to increase participation in adult fitness. Thus far we have scheduled a new fitness class that will begin in September. A Nationwide poll indicated that 89% of all Americans reported that they often feel high levels of stress. The study further indicated that positive and enjoyable recreation experiences can decrease stress and psychological tensions. Our fitness classes provide participants with the opportunity to expel energy that is not being released in other aspects of their lives.

C. “Sports”

- **Youth Soccer** practices and games continued in May. 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. As an added safety feature, we have upgraded our ground anchors for our portable soccer goals at Ford Heritage Park. We secured our goals with improved and stronger above ground corkscrew auger ground anchors.
- **Youth Baseball and Coach Pitch Baseball** teams opened their season May 18. Games and practices are held at Ford Heritage Park. Teams also practice at Appleridge Park, Wendell Holmes Park, Nancy Park, Lakeview Park, Community Center and Ford Lake Park. We introduced batting helmets equipped with face guards this year as an added safety feature.
- **T-Ball, Coach Pitch and Baseball** practices began in May, teams open their seasons in June. Games and practices are held at Ford Heritage Park. Teams also practice at Appleridge Park, Wendell Holmes Park, Nancy Park, Lakeview Park, Community Center and Ford Lake Park. We adopted the use of Minor League Baseball team names for our T-Ball Baseball program complete with replica baseball caps.

- During May children participated in our 8 v 8 soccer, 6 v 6 soccer, 4 v 4 soccer, 3 v 3 soccer, pre-school soccer, youth baseball, coach pitch baseball, t-ball baseball, track & field, start smart golf, start smart baseball and tennis programs.

11. Staff/Volunteer/Participant Development:

- Our Youth Soccer, Youth Baseball and Adult Softball programs are officiated by a staff of over 30 sports officials who we provide training for.
- Our dozens of volunteer coaches contributed over 4,000 hours to our youth soccer and baseball program during the month of May.
- The Management Team in the recreation department continues to meet weekly to discuss current issues and to plan for the future. These meetings have been well received and very productive. By using this “Team Concept,” we are able to come up with great ideas and build unity and morale. Everyone is gaining a better appreciation of what the other does and everyone is contributing to all areas of the department.
- The Recreation Director has been meeting more frequently with the support staff (a couple of times a week). These meetings allow for input by the support team and collectively we are evaluating the procedures of our front line functions. The Clerical Staff are very talented and offer valuable information on how we can improve service. Their ideas are well thought out and most of them are incorporated into our procedures. Both Kelly & Lynda have stepped up to the plate during these tight economic times and continue to make positive contributions to the overall success of the department.

12. General Information/Current Projects:

- The Senior Citizen Program Director attended an all day workshop “Boomer Prep 101”. Many great ideas came from this workshop on attracting the boomer population. Times are changing and we realize the need to attract this population to our community center. We will some implement some of the marketing ideas learned in this seminar.
- The Recreation Director was appointed to the Depot Town CDC Board, the group that has taken over the operation of the City of Ypsilanti Parks.
- The Recreation Director continues to serve on the County Greenway Advisory Commission and is now on the Ypsilanti Non-Motorized Advisory Committee.
- The Recreation Director has been asked to serve on the Accommodations Ordinance Commission as a representative of the YACVB.
- We have started selling amusement park tickets in May.

13. Events & Programs:

- **“50 & Beyond” Programs, Classes & Trips for June:**

- Turkeyville
- Niles French Market
- Thunder Bay
- Greenfield Village
- Eastern Market
- Soaring Eagle
- Mama Mia Show
- Ceramics
- Red hat
- Yoga
- Bingo
- Country music
- Senior surfer’s computer class
- Art Show and Lively singers concert
- Lifetime fitness exercise class
- TOPS
- Recycled card crafts
- Summer Tap dance class
- Summer Hawaiian dance class
- Line dance class
- Tai Chi
- Domino club
- Bridge club
- Quilters club
- Foot Nurse Visit
- Birthday celebration Tuesday
- Summer Dance-R-Size
- Pot Luck
- Enhance Fitness
- Pickleball
- Wii Days
- Freebie Friday
- Shower for the Center
- Father’s Day Celebration
- National Freedom Day
- Sock Hop with Elvis
- Banana Split Day
- Beach Blanket Bingo
- Eastern Michigan Focus Group meetings

- **Enrichment Events & Programs for June:**

- The Amazing Mom & Son Race
- Amazing Mom & Son Race
- Kayaking
- Pop Star Dance Academy
- Kindertap/Ballet
- Kinderdance/Pom
- Camp Counselor in Training
- Summer Camps
- Mini Camps
- Adaptive Kickball
- Adaptive Wii Bowling Party
- Summer Dance Classes
- Body Blast Boot camp
- Belly Dancing
- Zumba
- Driver's Education Classes

- **Sports Events & Programs for June:**

- Gymnastics
- Okinawan Karate
- Little Ninja's
- Tennis
- Pickle Ball
- Junior Golf Clinic
- Junior Golf Lessons
- Start Smart Golf
- Start Smart Baseball
- Track & Field Club
- T-Ball, Coach Pitch & Baseball
- Youth Soccer
- Willow Run Swim Club
- Basketball Camp
- Adult Softball

Respectfully Submitted,

Art Serafinski, CPRP, CPSI, Recreation Director

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



Residential Services

7200 S. Huron River Drive
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MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Jeff Allen, Residential Services Director

Date: June 8, 2009

Subject: RSD Monthly Board Report for May/June 2009

I have met numerous times over the past month with various representatives of the County to work on the new website. We were hoping to go live in a couple of weeks, but the information input has been slower than anticipated so we are slightly behind. We have scheduled some training dates with the County and they start on June 9 for staff to learn how to input the information on the site. This information would still have to be cleared at another level before it goes out to the public. We have gathered many photos as well to further enhance the site. We are still trying to finalize a "logo or trademark" type item for the site.

We conducted a bid opening for the repair/replacement of the Ford Lake Boat launch. The Board approved this contract at the last meeting. I have met with the owners and the permit information is being filed with the State of Michigan. We anticipate this work being completed sometime in the middle of July.

I attended meetings for the Ypsilanti Pride event. It was a success even though we did receive a little bit of rain. The Jaycees did a good job of taking over the event this year.

Chris Olson and I met with Honeywell Energy Mgmt to discuss specific Township financial information that she had and shared it with Honeywell. This was needed for the filing of our application and strategy for the EECBG money we are to receive.

I attended the Red Cross breakfast event that was held in Ann Arbor along with several others from the Township.

Brenda Stumbo, Karen Roe and I attended an EECBG meeting hosted by Patricia Denning of Washtenaw County. This was a gathering of the 3 communities in the County that are scheduled to receive funds from D.O.E.

I attended a webinar that was presented by the D.O.E. with regard to the above mentioned funds. It is quite a complicated set of rules that everyone must follow and this was another session aimed to trying to answer all of the questions of the different agencies.

Mike Saranen and I have had a couple of meetings with regard to the Hydro Dam and the dam stability reports. We will be bringing a proposal to the June 16th Board Meeting to contract with an engineer to conduct more work on this matter.

The 3 full-time officials and I met with Sean Reed, the Executive Director of the Clean Energy Coalition to discuss any funding that may be available for us to use to purchase alternative fuel type vehicles.

Brenda and I met with Amy Mangus, of SEMCOG to discuss the areas that they may be able to help the Township out with regard to our monitoring and reporting of our watershed information to the State.

I attended the SEMCOG meeting in downtown Detroit that was held to further try to clear up all the questions with regard to the EECBG funding.

Over the past month, I have visited several residences concerned over sidewalk issues. I took several photos of the walks and most of them would qualify under our sidewalk program where we replace or repair sidewalks that present a trip hazard of 2".

I attended the special Board meeting and the Community Forum meeting held recently at the Township's Fire Station.

I worked with Michael Saranen out in the field to check on the monitoring equipment in the Huron River, downstream from the dam. The buoys are set and operational and are constantly monitored for lake and river water quality. We are anticipating starting the lake work to avoid the algae blooms this summer.

The Hydro Station continues to operate safely and efficiently. The “Project” continues to get routine safety inspections and maintenance. The month of April the Station did not experience any unexpected down time and had an above average production. Operators handled 9 off hour alarms for water levels. The spring rain brought a high river flow for most of the month.

Production
Month: **April-09**

	MWH Est. Delivered	Estimated Gross
Contract Energy	734.400	\$ 34,183.31
Non Contract Energy	704.875	\$ 7,838.21
Total Energy	1,439.275	\$ 42,021.52
		\$ 1,432.08
		\$ 312.00
Total Edison Charges to Ford Lake		\$ 1,744.08
		\$ 3,679.34
Total Deductions		\$ 5,423.42

Est. Obligation by Deco to \$
Ford Lake 36,598.10

Figures above are estimates only.
 Final Figures are calculated by DTE.

Operation Summary

	Current Month	YTD	
Days Online	30	120	
Generation MWH (estimated) 5,262.235	1,439.275		
Generation lost MWH (estimated) 3.000	0.000		
After Hour Call In			
Water levels	9	25	
Mechanical/Electrical	0		0
Other	0	0	

Activities:

Ford Lake Dam

Barr Engineering has finished and filed the final report on the 2009 Emergency Action Plan Exercise.

Ford Lake Aeration Project- The water quality model of the Lake for existing conditions is complete. Barr has tried several bubbler configurations for aerated conditions. The official start date was March 23, 2009 and as of May 2, 2009 Barr is about 42% complete.

OSHA improvements- equipment guarding- Hand rail are being fabricated by Van Buren Steel and should be delivered sometime in late April. This was extended to June.

The new water quality sonde has arrived. Fondriest Environmental is completing an upgrade to the monitoring buoys wiring harness at no cost to the Township. Routine maintenance of water quality equipment and deployment is done in mid April to early May (weather permitting).

The FERC has changed guidelines for the DSSMP (Safety and Monitoring Plan). Barr completed a revised DSSMP and completed the annual report. Barr filed the documents with FERC on behalf of the Township. Future reports will be done by staff unless additional resources are needed.

Hydro staff received training on many safety topics that was provided by Ed Wooton & Brian Durant. Personnel also received refresher training on the use of overhead work equipment.

Sargent Charles Dam and Tyler Dam

Each dam continues to get routine safety inspections and maintenance (including grass cutting).

Slope improvements (removing trees, shrubs and establishing grass) at Sargent Charles Dam were delayed due to wet weather. When the ground dries up, the work will continue.

WORK SESSION AGENDA
CHARTER TOWNSHIP OF YPSILANTI
TUESDAY, JUNE 16, 2009

**** PLEASE NOTE START TIME ****

6:00 P.M.

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

- 1. Utilizing Citizen Satisfaction Surveys – Brenda Stumbo**
- 2. Review Agenda**
- 3. Other Discussion**

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



Supervisor's Office

7200 S. Huron River Drive
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TO: Karen Lovejoy Roe, Clerk
FROM: Brenda L. Stumbo, Supervisor
DATE: June 10, 2009
RE: Citizen Satisfaction Survey

Please find attached information from SEMCOG regarding the use of Citizen Satisfaction Surveys. Please include this item on the June 16, 2009 Work Session Agenda.

If you have any questions, please contact my office.

tk

Attachment

time when ownership of the property is transferred. Before 2004, when SEV was growing at a much higher rate than inflation, Proposal A kept taxable value growth at a lower rate than SEV. After 2004, when SEV growth slowed, Proposal A made taxable value grow at a higher rate than SEV. This was due to large gaps between the SEV and taxable value of many land parcels. However, the gap is getting much smaller, which will limit future growth in taxable value. The chart shows that these factors will lead to decreases in regionwide taxable value of 8.5 percent in 2009, and another 6.3 percent in 2010. Many communities face a 20 percent deficit in 2009-2011.

What this means for local governments

The projected loss in taxable value means local governments will have less revenue from property taxes in coming years. Given the deficits that local governments will face as a result, implementing a plan to increase efficiency and

right-size local government has become more important than ever.

SEMCOG Consultant Dave Boerger suggests that local governments create a foundation of efficiency measures that produces an immediate cost savings of 3-5 percent, but he warns that this will not be enough. He also suggests that local governments begin envisioning a 20-percent smaller, "right-sized" local government.

The tools available to local governments for reducing costs are divided into two categories: external and internal. External tools may include efficiency measures, as well as collaboration, privatization, or consolidation of services. Internal tools deal with right-sizing local government through labor negotiations, revising health care benefit programs, staffing reductions, and program and service cuts. "That's what is most important right now for local governments," says Boerger. "Right-sizing is the only way to reach that 20 percent smaller budget."

Engaging community is a critical component of government change

SEMCOG presentations focus on fiscal outlooks, efficiency ideas, benchmarking, and right-sizing and collaboration best practices.

AS LOCAL GOVERNMENTS ARE forced to make tough budget-cutting decisions, engaging and educating stakeholders becomes more important than ever. Helping stakeholders to understand the reasons behind tough decisions develops trust and can provide a forum for generating new ideas.

SEMCOG presentations at public comment meetings

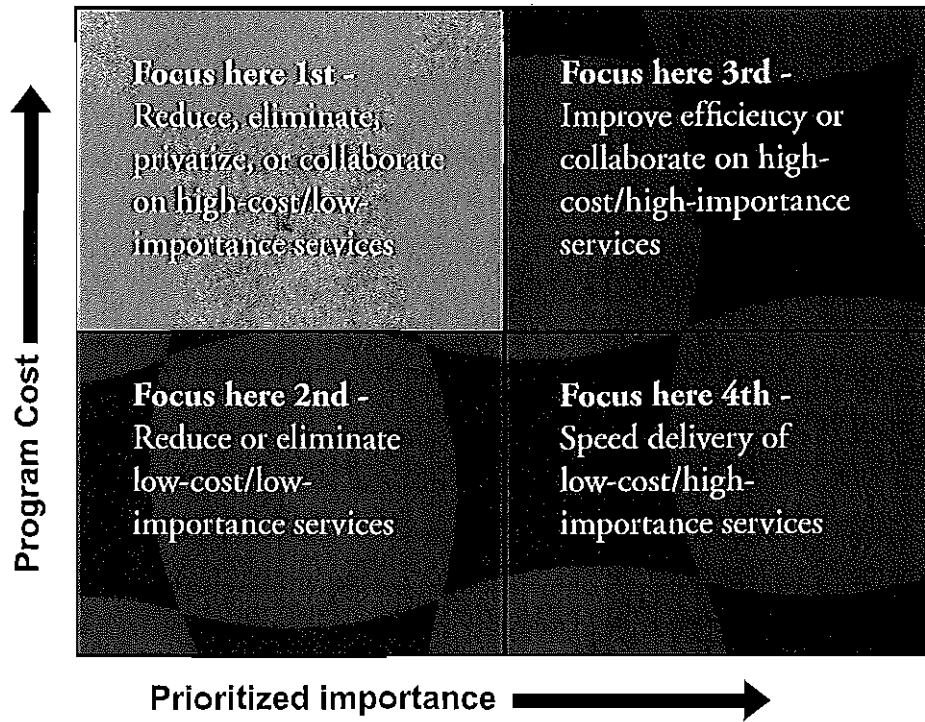
Dave Boerger works with member local governments engaging local elected officials, administrators, and citizens. This is an invaluable opportunity to inform these stakeholders, obtain input, and make budgetary decisions. SEMCOG presentations focus on fiscal outlooks, efficiency ideas, benchmarking, and right-sizing and collaboration best practices.

Engaging local government administrators provides an opportunity to communicate the necessity of increasing efficiency in existing programs and – when necessary – right-sizing programs and services to lower costs.

Once administrators have highlighted service areas or programs that are likely candidates for change, engaging the local government's elected officials is the next step. There are consistent patterns in the feedback received from elected officials when presenting them with fiscal forecasts and cost-saving information.

"In general, local officials are surprised by the fiscal challenges they will face, but they accept them," Boerger said. "They usually want to avoid raising taxes, and they are very interested in right-sizing and efficiency. At first, they want

Value matrix



For more information on how to right-size local government based on the value matrix, please see page 11.

to adopt a haircut approach – making across-the-board cuts. This is exactly what *not* to do, and that’s why having input from staff and citizens is crucial.”

In addition to meeting with elected officials and administrators, soliciting input from citizens is essential to knowing which services residents consider most valuable, and which they view as expendable.

Use of satisfaction surveys

While public comment meetings are a good opportunity for dialogue between officials and citizens, In order to develop sound cost-reducing strategies, it is also important to use a citizen survey to collect and analyze detailed data.

High-quality citizen satisfaction metrics afford administrators and elected officials the opportunity to use solid data to support resource allocation decisions, improve planning, measure progress, preserve the tax-base, and build public trust.

One source of survey data is Cobalt Community Research’s Community Satisfaction Survey to measure, manage, monitor, and communicate citizen satisfaction. Cobalt, a subsidiary of the Municipal Employees Retirement System of Michigan (MERS), offers their Citizen Satisfaction Survey for a total cost of about \$5,000 through a discount negotiated by SEMCOG for its member local governments, and results are typically available within six weeks of authorizing Cobalt to begin the survey.

Using the results from a satisfaction survey, along with information on program costs, local administrators and elected officials can develop a value matrix to focus their cost reduction and efficiency efforts. That concept is illustrated in the value matrix above.

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
REGULAR MEETING
TUESDAY, JUNE 16, 2009**

**BRENDA L. STUMBO, SUPERVISOR
KAREN LOVEJOY ROE, CLERK
LARRY J. DOE, TREASURER
TRUSTEES:
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE**

AGENDA

TIME AND PLACE	7:00 P.M.	YPSILANTI TOWNSHIP CIVIC CENTER BOARD ROOM 7200 S. HURON RIVER DRIVE
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1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC HEARING
 - A. 7:00 P.M. - REQUEST OF CAS-MI LABORATORIES, LOCATED AT 435/445 JOE HALL DRIVE IN YPSILANTI TOWNSHIP, FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE, RESOLUTION NO. 2009-15 (Public Hearing set at the May 19, 2009 Regular Meeting)
4. PUBLIC COMMENTS
5. MINUTES
 - A. MAY 26, 2009 SPECIAL MEETING
 - B. JUNE 1, 2009 SPECIAL MEETING AND EXECUTIVE SESSION
6. SUPERVISOR REPORT
7. CLERK REPORT
8. TREASURER REPORT
 - A. MAY 2009
9. TRUSTEE REPORT
10. ATTORNEY REPORT
 - A. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IN WASHTENAW COUNTY TO ABATE PUBLIC NUISANCE AS A RESULT OF MULTIPLE TOWNSHIP ORDINANCE VIOLATIONS INCLUDING DEMOLITION OF BUILDING FOR PROPERTY LOCATED AT 1447 HOLMES (FORMER BULLS EYE MARKET)
 - B. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IN WASHTENAW COUNTY TO ABATE PUBLIC NUISANCE AS A RESULT OF MULTIPLE TOWNSHIP ORDINANCE VIOLATIONS INCLUDING DEMOLITION OF BARN FOR PROPERTY LOCATED AT 1343 E. FOREST AVENUE

C. REQUEST AUTHORIZATION TO SUPPORT FILING OBJECTIONS ON BEHALF OF YPSILANTI TOWNSHIP, WAYNE AND WASHTENAW COUNTIES IN UNITED STATES BANKRUPTCY COURT REGARDING GENERAL MOTORS AND TO INITIATE LEGAL ACTION AND TAKE WHATEVER MEASURES NECESSARY TO FILE AN EMERGENCY MOTION WITH THE BANKRUPTCY COURT FOR A PRELIMINARY INJUNCTION REQUESTING THAT NO EQUIPMENT BE REMOVED FROM THE GENERAL MOTORS WILLOW RUN-YTO POWERTRAIN FACILITY

D. GENERAL LEGAL UPDATE

OLD BUSINESS

1. 2ND READING RESOLUTION NO. 2009-14, PROPOSED ORDINANCE NO. 2009-393 AMENDING THE YPSILANTI TOWNSHIP UNIFORM TRAFFIC CODE, CHAPTERS 42 AND 58 OF THE CHARTER TOWNSHIP OF YPSILANTI CODE OF ORDINANCES (1ST reading held at May 19, 2009 Regular Meeting)
2. 2ND READING, PROPOSED ORDINANCE 2009-394, GRASS AND WEEDS (LAWN HEIGHT) (1ST reading held at May 19, 2009 Regular Meeting)

NEW BUSINESS

1. BUDGET AMENDMENTS #6
2. 2009/10 YPSILANTI AREA CHAMBER OF COMMERCE COMMUNITY PROFILE AND BUSINESS DIRECTORY AD IN THE AMOUNT OF \$795.00, BUDGETED IN LINE ITEM #101.267.000.900.000
3. FIVE YEAR CONTRACT EXTENSION BETWEEN THE CHARTER TOWNSHIP OF YPSILANTI AND THE YPSILANTI NATIONAL LITTLE LEAGUE FOR THE USE OF HARRIS PARK
4. RECOMMENDATION TO PARK COMMISSION TO NAME INTERNAL STREET IN FORD HERITAGE PARK BRICE BOULEVARD, IN HONOR OF DELORES BRICE
5. WASHTENAW COUNTY POLICE SERVICES CONTRACT EXTENSION THROUGH DECEMBER 31, 2010
6. REQUEST TO WAIVE FINANCIAL POLICY TO ALLOW THOMAS PREHODA, P.E. TO COMPLETE STABILITY AND RAPID DRAWDOWN ANALYSES FOR FORD LAKE DAM IN THE AMOUNT OF \$5,760.00, BUDGETED IN LINE ITEM #252.252.000.801.000
7. REQUEST TO RETAIN OHM FOR DESIGN AND BID OF A PEDESTRIAN CROSSING ACROSS S. HURON RIVER DRIVE TO ALLOW ACCESS TO FORD HERITAGE PARK FROM FORD LAKE HEIGHTS AND ACROSS TEXTILE ROAD TO ALLOW ACCESS TO FORD HERITAGE PARK FROM THE PRESERVES IN THE AMOUNT OF \$6,300.00, BUDGETED IN LINE ITEM #212.970.000.997.000
8. 1ST READING RESOLUTION NO. 2009-13, PROPOSED ORDINANCE NO. 2009-392, REGULATING PHOSPHORUS FERTILIZER
9. 1ST READING RESOLUTION NO. 2009-18, PROPOSED ORDINANCE NO. 2009-395, AMENDING FRONT YARD SETBACKS AND LOT COVERAGE REQUIREMENTS

10. WASHTENAW COUNTY AGREEMENT – NEIGHBORHOOD STABILIZATION PROGRAM (NSP) FOR DEMOLITION OF BLIGHTED PROPERTIES
11. SUPPLEMENTAL SECOND AGREEMENT WITH WASHTENAW COUNTY ROAD COMMISSION FOR CDBG FUNDED ROAD IMPROVEMENTS
12. WASHTENAW COUNTY AGREEMENT – 2008-09 CDBG CODE ENFORCEMENT FOR EXPANSION OF RENTAL HOUSING INSPECTION PILOT PROGRAM
13. SET PUBLIC HEARING DATE:
 - A. TUESDAY, JULY 21, 2009 AT APPROXIMATELY 7:00 P.M. TO HEAR REQUEST OF SENSITILE (ANUTTARA LLC), LOCATED AT 1735 HOLMES ROAD IN YPSILANTI TOWNSHIP, FOR THE CREATION OF AN INDUSTRIAL DEVELOPMENT DISTRICT

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

STATEMENTS AND CHECKS

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

61 N. HURON
YPSILANTI, MICHIGAN 48197
(734) 481-1120

DENNIS O. McLAIN
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ANGELA B. KING

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[E-MAIL: mwatty@voyager.net](mailto:mwatty@voyager.net)

June 11, 2009

Brenda L. Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry J. Doe, Treasurer
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Re: **CAS-MI Laboratories LLC**

1. **Resolution 2009-15**
2. **Agreement Between Township and CAS-MI**

Dear Board Members:

Please find enclosed the final **Resolution** and **Agreement** in regard to the **Application for Industrial Facilities Tax Exemption Certificate** submitted by CAS-MI Laboratories LLC which is scheduled to be considered by the Township Board at its **June 16, 2009** Board meeting. As I am sure your file reflects, Township Assessor Sharon Frischman in an email dated **May 15, 2009** addressed to Deputy Clerk Nancy Wrybkowski attached "**...a spreadsheet that provides further detail for the IFT app.**" As such, Assessor Frischman advised that she was "**...completely satisfied with the application.**"

Based upon the clarification being provided by CAS-MI as it pertains to the real and personal property improvements that are subject to Act 198, I have prepared and forwarded the **Resolution** and **Agreement** to Edward J. Kuper, Comptroller, for his review, a copy of said letter being attached hereto. Assuming the **Resolution** and **Agreement** meets with Comptroller Kuper's approval, the IFT application is in proper form for the Board's consideration.

Township Board

Re: CAS-MI Laboratories

June 11, 2009

Page 2

In the meantime, if you have any questions or I can be of further assistance, please contact me.

Very truly yours,



Wm. Douglas Winters

rsk

enclosures

cc: Sharon Frischman

McLAIN & WINTERS

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[E-MAIL: mcwinlaw@gmail.com](mailto:mcwinlaw@gmail.com)

June 11, 2009

Ed Kuper, Comptroller
CAS-MI Laboratories

ekuper@chemir.com

Re: 1. **Resolution 2009-15**
 2. **Agreement Between the Charter Township of Ypsilanti
 and CAS-MI Laboratories, LLC**

Dear Mr. Kuper:

Please be advised that our office serves as general counsel to the Charter Township of Ypsilanti. As I am sure you are aware, on **May 8, 2009** Shir Thanedar, Ph.D., filed on behalf of CAS-MI Laboratories LLC an **Application for Industrial Facilities Tax Exemption Certificate (Application)** with the office of Karen Lovejoy Roe, Ypsilanti Township Clerk. However, it is my understanding that an amended **Application** is in the process of being filed with the Clerk's office wherein the requested amount for the tax abatement will be **\$1,390,000** as opposed to **\$1,940,000** for a period of twelve years. Since the **Application** will be attached as an exhibit to the aforementioned agreement, please forward a copy of the revised **Application** as soon as possible.

During this interim time period, I have attached for your review a copy of **Resolution 2009-15** that will be considered by the Ypsilanti Township Board of Trustees at its regular meeting scheduled for Tuesday, **June 16, 2009**, along with the **Tax Abatement Agreement**. Once you have had an opportunity to review these attachments, if you have any questions or I can be of further assistance, please contact me.

Ed Kuper
Re: CAS-MI Laboratories
June 11, 2009
Page 2

On behalf of the Charter Township of Ypsilanti, we certainly look forward to CAS-MI Laboratories becoming part of the Township's business community and certainly wish them great success in all of their endeavors.

Very truly yours,



Wm. Douglas Winters
Ypsilanti Township Attorney

rsk

enclosures

cc: Township Board
Sharon Frischman

RESOLUTION 2009-15

WHEREAS, on January 18, 1983, the Ypsilanti Township Board established an Industrial Development District pursuant to Public Act 198, Act of 1974; and

WHEREAS, on May 8, 2009, **CAS-MI Laboratories, LLC** submitted an application for an Industrial Facilities Exemption Certificate regarding property within the Industrial Development District; and

WHEREAS, said application is as provided in Section 5(1) of said Act 198 and filed in the form and manner prescribed by the State Tax Commission; and

WHEREAS, all provisions of Section 9(1) of said Act 198 are complied with by said application and other matters investigated and considered by this Board; and

WHEREAS, the legislative body of each governmental unit which levies ad valorem taxes on said property has been afforded an opportunity to be heard on this matter at a public hearing held on the 16th day of June, 2009; and

WHEREAS, this Board approves the purpose behind the application for the Industrial Facilities Exemption Certificate; and

WHEREAS, said Act 198 has been amended to allow local governments to enter into written agreements approving applications for Industrial Facilities Exemption Certificates; and

WHEREAS, the Industrial Facilities Exemption Certificate in an amount exceeding the 5% limitation found in Section 9(1) of Act 198 shall not have the effect when considered together with the aggregate amount of Industrial Facilities Exemption Certificates previously granted and currently in force of substantially impeding the operation of local government or impairing the financial soundness of any unit of local government or any affected taxing unit.

NOW THEREFORE,

BE IT RESOLVED AS FOLLOWS:

1. The Ypsilanti Township Board approves the application of **CAS-MI Laboratories, LLC** for an Industrial Facilities Exemption Certificate in the amount of **\$1,390,000** for the 12 year period, as requested, on the condition that **CAS-MI Laboratories, LLC** enter into a written agreement with the Township, subject to approval by the Township attorney, that will insure that the objectives of Act 198 are met as it pertains to retention/creation of jobs, and furthermore provide 100% reimbursement to the taxing units affected by said abatement of all tax dollars saved as a result of said abatement if, for any reason, during the

time period approved for said abatement, the tax abatement certificate is revoked, canceled or relinquished.

2. The Board finds that this Industrial Facilities Exemption Certificate, together with the aggregate amount of industrial facilities exemption certificates previously granted and currently in force in an amount exceeding the 5% limitation found in Section 9(1) of Act 198, shall not have the effect of substantially impeding the operation of the Charter Township of Ypsilanti or impairing the financial soundness of a taxing unit which levies an ad valorem property tax in the Charter Township of Ypsilanti in which the facility is located.

3. The Township Clerk is hereby directed to forward a copy of the application of **CAS-MI Laboratories, LLC** for the Industrial Facilities Exemption Certificate, together with a true copy of this Resolution approving same, to the State Tax Commission of the State of Michigan for appropriate action.

AGREEMENT BETWEEN
THE CHARTER TOWNSHIP OF YPSILANTI
AND CAS-MI LABORATORIES, LLC

This Agreement (“Agreement”) is entered into this ____ day of June, 2009, between the **CHARTER TOWNSHIP OF YPSILANTI (“Township”)**, a Michigan municipal corporation, whose address is 7200 South Huron River Drive, Ypsilanti, Michigan 48197-7099, and **CAS-MI LABORATORIES, LLC (“CAS-MI”)**, a limited liability company, whose address is 435/445 Joe Hall Drive, Ypsilanti, MI 48197, through their undersigned authorized representatives.

Definitions: As used in this *Agreement*, the term **“Township”** shall mean the **CHARTER TOWNSHIP OF YPSILANTI**; the term **“CAS-MI”** shall mean **CAS-MI LABORATORIES, LLC** ; the term **“Certificate”** shall mean the Industrial Facilities Exemption Certificate pursuant to Act 198 of 1974, as amended, which shall provide to **CAS-MI** an abatement of no less than 50% of the Ypsilanti Township taxes it otherwise would have been required to pay for the duration of the Certificate; the term **“Facility”** shall mean the facility located at 435/445 Joe Hall Drive, Ypsilanti Township, Washtenaw County, Michigan; the term **“Act”** shall mean Act 198 of 1974, as amended; and the term **“Application”** shall mean Application for Industrial Facilities Exemption Certificate.

WHEREAS, CAS-MI has requested, and following a public hearing on June 16, 2009, the **Township** adopted a resolution approving a **Certificate** pursuant to Act 198 of 1974, as amended, for the **Facility** located at 435/445 Joe Hall Drive, Ypsilanti Township, Washtenaw County, Michigan, for a period of twelve (12) years.

WHEREFORE, the parties hereto agree as follows:

1. **Real and Personal Property Improvements.** **CAS-MI** will make the “**Real Property Improvements**,” as well as purchase and install the “**Personal Property**” set forth in the **Application** (a copy of which is attached hereto, labeled **Exhibit A**) within two (2) years of the approval date of the certificate. **CAS-MI** shall also attach (as **Exhibit B** to this **Agreement**) a copy of the legal description for the real property which is the subject of this **Agreement**.
2. **Reimbursement of Abated Taxes to the Township and Other Taxing Units.** In the event that **CAS-MI** 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 **CAS-MI** relocates its **Facility** located at 435/445 Joe Hall Drive, Ypsilanti Township, Washtenaw County, Michigan, 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) the consent of the **Township**, or (b) the approval of the **Township** of a transfer of the **Certificate** by **CAS-MI** to a new owner or lessee of the **Facility**, then in such event, **CAS-MI** 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**.

The reimbursement shall be immediately payable in full by **CAS-MI** within 30 days upon receipt of an invoice and demand for reimbursement from the **Township** on behalf of itself and all other taxing units affected by said abatement.

If for any reason **CAS-MI** fails to pay the amount of the invoice for abated taxes to the taxing units affected thereby within 30 days of the date of said invoice, **CAS-MI** shall be responsible for any additional costs incurred by the **Township** in seeking recovery of said abated taxes, including, but not limited to administrative fees, court costs and actual attorney fees incurred.

3. **Responsibilities of CAS-MI Laboratories, LLC** If prior to the end of the term of the **Certificate** as issued by the State Tax Commission **CAS-MI** chooses to vacate the **Facility**, **CAS-MI** agrees to be responsible for the following:

A. **CAS-MI** agrees to the cleanup of any environmental contamination which was caused by **CAS-MI**, its employees or

agents acting within the scope of their agency, which cleanup shall include, but not be limited to, demolition of obsolete property.

B. **CAS-MI** shall, if requested by the **Township**, post a surety bond in an amount equal to the unpaid amounts anticipated to be due from **CAS-MI** under this **Agreement** as a result of **CAS-MI** vacating the **Facility** prior to the term for which the **Certificate** was approved by the State Tax Commission, including, but not limited to, any reasonable cleanup or maintenance costs under this paragraph, including any appropriate administrative fees charged thereto.

C. **CAS-MI** shall, during the time period in which this **Certificate** is in effect, prior to filing any petition with the Michigan Tax Tribunal seeking a reduction in the assessment of either real and/or personal property (which property is covered by the **Certificate** herein) shall request a meeting with the Township's full time administrative officials and the Township Assessor in a good faith effort to resolve any dispute, which meeting shall constitute a condition precedent to the filing of a petition in the Michigan Tax Tribunal. It is further agreed by the parties that in the event **CAS-MI requests** a meeting with the Township to discuss real and/or personal property tax disputes, a meeting shall be held by the parties within 45 days of **CAS-MI** making said request.

It is furthermore agreed by the parties that in the event the parties are not successful in resolving the real and/or personal property tax dispute, **CAS-MI** shall pay prior to filing a petition with the Michigan Tax Tribunal the real and/or personal property taxes in dispute pending a final decision from the Michigan Tax Tribunal.

4. **Compliance with Applicable Laws and Regulations.** **CAS-MI** agrees that it will operate the **Facility** in accordance with all applicable federal, state and local laws and regulations, including, but not limited to, zoning, outside storage, industrial waste disposal, air and water quality, noise control and other environmental regulations.

5. **State Education Tax.** **CAS-MI** agrees that during the duration of this **Certificate** as approved by the State Tax Commission that it will not seek an abatement of the State Education Tax pursuant to Public Act 1993, effective March 15, 1994, entitled "**State Education Tax Act**", MCL 211.901 et seq.

6. **Administration Fee.** **CAS-MI** agrees to remit to the **Township** during the duration of the **Certificate** as approved by the State Tax Commission the administrative fee provided in section 11(1) of Public Act 198 of 1974, MCL 207.561(1), as amended.

7. **Reporting.** **CAS-MI** shall provide in a timely manner, all reports or other information required to be provided to the **Township** pursuant to the **Act**, and such supplemental information as may be reasonably requested by the **Township** in connection therewith, including, but not limited to the following:

A. Balance sheets which list the assets (both current and fixed), liabilities and net worth;

B. Detailed reports which verify all machinery and equipment, furniture, fixtures and special tools from the general ledger.

C. List of locations and their numbers as reflected on your trial balance.

D. Financial statements (Detailed Balance Sheet, Detailed Income Statement with footnotes).

E. Lease agreements in effect for all personal property.

F. Detailed Trial Balance which reflects ending balances for the audit locations.

G. Invoices as selected.

H. General Ledger.

I. Copy of Michigan Single Business Tax Return with supporting schedules.

J. Complete copy of Corporate Federal Income Tax returns including Depreciation Schedules and Attachments.

K. Any other document deemed necessary for completion of a complete audit of all personal property.

8. **Initial Status Report.** **CAS-MI** will submit to the **Township Clerk**, not later than January 10th of the second year **CAS-MI** occupies the **Facility** , an Initial Status Report, in a form requested by the **Township**, which shall indicate the actual project cost, the estimated project cost, the number of jobs created and projected to be created within the time period described in paragraph 1 of said **Agreement** with an explanation of any variations from what was set forth in the **Application** and the actual costs or actual employment levels achieved.

9. **Annual Status Report.** **CAS-MI** further agrees to submit not later than December 31st of each year, beginning one year after submission of the Initial Status Report required by Paragraph 10, an Annual Status Report regarding status of employment in a form requested by the **Township**. If employment has not equaled or exceeded the numbers set forth in the **Application**, an explanation for this variance shall be provided by **CAS-MI**.

10. **Fulfillment of Obligations.** In the event that **CAS-MI** occupies the **Facility** for the full term of the **Certificate** as approved by the State Tax Commission or in the alternative **CAS-MI** obtains either (a) the consent of the

Township to relocate its operation prior to the end of the term of the **Certificate**, or (b) the approval of the **Township** to transfer the **Certificate** to a new owner or lessee of the **Facility**, then **CAS-MI** shall be considered to have fulfilled any and all of its obligations to the **Township** pursuant to the **Certificate** and this **Agreement**. Notwithstanding anything else in this **Agreement**, in the event **CAS-MI** does not occupy the **Facility** or does not receive any tax abatement pursuant to this **Agreement**, **CAS-MI** will not be liable for any costs, damages, fees or other amounts or payments of any kind under this **Agreement**.

11. **Corporate Authority**. The execution, delivery and performance by **CAS-MI** of this **Agreement** has been duly authorized by all necessary corporation action and will not violate its articles of the corporation or its by-laws.

12. **Binding Agreement**. When executed by **Township** and **CAS-MI**, this **Agreement** shall be a valid and binding obligation of **CAS-MI** and shall be enforceable against the parties in accordance with its terms herein.

13. **Notices**. Any notice required or permitted to be given or served upon any party hereto in connection with this **Agreement** shall be deemed to be completed and legally sufficient when:

A. Personally delivered with written acknowledgment of receipt; or,

- B. Deposited with an expedited mail service company for delivery on the next business day; or,
- C. Sent by telegram; or,
- D. By facsimile transmission; or,
- E. On the next business day after the date when deposited in the United States Mail, certified, return receipt requested, postage pre-paid, addressed as follows:

If to the **Township**: Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197
ATTN: Karen Lovejoy Roe, Twp. Clerk
and/or her successor

If to **CAS-MI**: Shri Thanedar, Ph.D
CAS-MI Laboratories, LLC
2672 Metro Blvd.
Maryland Heights, MO 63043

14. **Entire Agreement and Amendment.** Subject to the provisions of the Act, this **Agreement** and the Exhibits attached thereto contain the entire agreement between the **Township** and **CAS-MI with** respect to the matters described herein. This **Agreement** may not be amended, except with the written consent of the **Township** and **CAS-MI and** approval by the State Tax Commission.

15. **Captions.** The captions in this **Agreement** are for convenience only and in no way define, limit or describe the scope of intent of any provisions or sections of this **Agreement**.

16. **Interpretation.** This **Agreement** shall be governed by and interpreted in accordance with the laws of the State of Michigan.

17. **Acceptance.** The terms of this **Agreement** are hereby accepted this _____ day of _____, 2009.

18. It is the intent of the parties that this **Agreement** shall be filed and recorded with the Washtenaw County Register of Deeds.

CHARTER TOWNSHIP OF YPSILANTI

Brenda L. Stumbo, Supervisor

Karen Lovejoy Roe, Clerk

CAS-MI LABORATORIES, LLC

By: Shri Thanedar, Ph.D
Its:

CASMI Project Missouri Capital Estimate (4-29-09 Draft)

Estimate is for Investment and Renovations to 435/445 Joe Hall from July 1, 2009 to June 30, 2011

Project Description: CASMI Lab (currently at 430 W Forest Dr on campus of Eastern Michigan University) is an independent contract research and testing center. Having outgrown the existing facility and a leased facility at 5115 Carpenter, CASMI is targetting a larger site that could accommodate wet/dry labs, application and field testing areas, plus purchase and installation of additional analytical, R&D, product development, bench scale, pilot scale and possibly semi-commercial scale manufacturing for testing and development of innovative coatings, adhesives, sealants, elastomers, polymers (including medical devices) and industrial formulated products. Expanded technical services will also be offered to strategic clients. Full time employees are estimated to increase from 8 to 28 by end of 2Q2011.

Legal Description of the Property:

Lot 10, except the W 73.5 ft thereof. 1.43 acres, Washtenaw Business Park, Section 17, T3S-R7E, Ypsilanti Twp, Washtenaw County, MI. Part of french claims 681. (Parent Parcels K 11-38-280-001, K 11-37-361-005) [Split on 02/05/2003 from K-11-17-363-010 K-11-17-363-011]

Building & Site	2H2009	2010	1H2011	24 Mo. Total
HVAC - add A/C units, make up air, fume hood exhaust	\$ 90,000	\$ 5,000	\$ 10,000	\$ 105,000
Electrical upgrades to handle HVAC units and equipment	\$ 40,000	\$ 5,000	\$ 20,000	\$ 65,000
Plumbing - install floor drains, water lines	\$ 60,000	\$ 5,000	\$ -	\$ 65,000
Mechanical - install gas lines, compressed air lines	\$ 15,000	\$ 5,000	\$ 10,000	\$ 30,000
Carpentry - demo walls, install new walls	\$ 25,000	\$ 10,000	\$ 10,000	\$ 45,000
Flooring - install lab grade flooring	\$ 25,000	\$ 10,000	\$ -	\$ 35,000
Fume Hoods - includes hookups	\$ 45,000	\$ 25,000	\$ -	\$ 70,000
Casework and benchtops	\$ 35,000	\$ 20,000	\$ -	\$ 55,000
Finishes - painting, finish carpentry	\$ 15,000	\$ 15,000	\$ 10,000	\$ 40,000
Ventilation/dust collection system/carbon drums/water scrubber(?)	\$ -	\$ -	\$ 100,000	\$ 100,000
Pilot scale mfg line	\$ -	\$ -	\$ 90,000	\$ 90,000
Total Building Costs	\$ 350,000	\$ 100,000	\$ 250,000	\$ 700,000
Machinery & Equipment				
Machinery & Equip	\$ 150,000	\$ 200,000	\$ 200,000	\$ 550,000
Furniture and Fixture	\$ 30,000	\$ 20,000	\$ 25,000	\$ 75,000
Computers	\$ 20,000	\$ 20,000	\$ 25,000	\$ 65,000
Total Machinery & Equip	\$ 200,000	\$ 240,000	\$ 250,000	\$ 690,000
PROJECT TOTALS:	\$ 550,000	\$ 340,000	\$ 500,000	\$ 1,390,000

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	▶ Date received by Local Unit
STC Use Only	
▶ Application Number	▶ Date Received by STC

APPLICANT INFORMATION
All boxes must be completed.

▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) CAS-MI Laboratories, LLC		▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digt Code) 8734	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 435/445 Joe Hall Drive, Ypsilanti, MI 48197-9523		▶ 1d. City/Township/Village (indicate which) Ypsilanti	▶ 1e. County Washtenaw
▶ 2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(1)) <input type="checkbox"/> Research and Development (Sec. 2(9))		▶ 3a. School District where facility is located Ypsilanti Public Schools	▶ 3b. School Code 81020
		4. Amount of years requested for exemption (1-12 Years) 12 (twelve)	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

CAS-MI Lab (currently at 430 W. Forest Dr. on campus of Eastern Michigan University) is an independent contract research and testing center. Having outgrown the existing facility and a leased facility at 5115 Carpenter, CAS-MI is targeting a larger site that could accommodate us better. Please see attachment for more details.

6a. Cost of land and building improvements (excluding cost of land)	▶ \$700,000.00
* Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures	▶ \$690,000.00
* Attach itemized listing with month, day and year of beginning of installation, plus total	Personal Property Costs
6c. Total Project Costs	▶ \$1,390,000.00
* Round Costs to Nearest Dollar	Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements ▶	7/1/09	7/1/11	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶	7/1/09	7/1/11	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

▶ 9. No. of existing jobs at this facility that will be retained as a result of this project. 8 (eight)	▶ 10. No. of new jobs at this facility expected to create within 2 years of completion. 12 (twelve)
---	---

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	_____
b. TV of Personal Property (excluding inventory)	_____
c. Total TV	_____

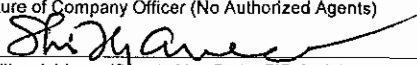
▶ 12a. Check the type of District the facility is located in:
 Industrial Development District Plant Rehabilitation District

▶ 12b. Date district was established by local government unit (contact local unit) 1/18/83	▶ 12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name David W. Riggs	13b. Telephone Number (314) 291-6620	13c. Fax Number (314) 291-6630	13d. E-mail Address driggs@chemir.com
14a. Name of Contact Person Edward Kuper	14b. Telephone Number (314) 291-6620	14c. Fax Number (314) 291-6630	14d. E-mail Address ekuper@chemir.com
▶ 15a. Name of Company Officer (No Authorized Agents) Shri Thanedar, Ph.D.			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number (314) 291-6630	15d. Date 05/08/09
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 2672 Metro Blvd. Maryland Heights, MO 63043		15f. Telephone Number (314) 291-6620	15g. E-mail Address sthanedar@chemir.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

CASMI Project Missouri Capital Estimate (4-29-09 Draft)

Estimate is for Investment and Renovations to 435/445 Joe Hall from July 1, 2009 to June 30, 2011

Project Description: CASMI Lab (currently at 430 W Forest Dr on campus of Eastern Michigan University) is an independent contract research and testing center. Having outgrown the existing facility and a leased facility at 5115 Carpenter, CASMI is targetting a larger site that could accommodate wet/dry labs, application and field testing areas, plus purchase and installation of additional analytical, R&D, product development, bench scale, pilot scale and possibly semi-commercial scale manufacturing equipment for testing and development of innovative coatings, adhesives, sealants, elastomers, polymers (including medical devices) and industrial formulated products. Expanded technical services will also be offered to strategic clients. Full time employees are estimated to increase from 8 to 28 by end of 2Q2011.

Legal Description of the Property: Lot 10, except the W 73.5 ft thereof. 1.43 acres, Washtenaw Business Park, Section 17, T3S-R7E, Ypsilanti Twp, Washtenaw County, MI. Part of french claims 681. (Parent Parcels K 11-38-280-001, K 11-37-361-005) [Split on 02/05/2003 from K -11-17-363-010K -11-17-363-011]

Building & Site	2H2009	2010	1H2011	24 Mo. Total
Land/Site/Utility/Roads	\$ -	\$ -	\$ -	\$ -
New Construction	\$ -	\$ -	\$ 100,000	\$ 100,000
Purchase Building	\$ -	\$ -	\$ -	\$ -
Renovations	\$ 250,000	\$ 100,000	\$ 150,000	\$ 500,000
Leases	\$ 75,000	\$ -	\$ -	\$ 75,000
Lease Improvements	\$ 25,000	\$ -	\$ -	\$ 25,000
Total Building Costs	\$ 350,000	\$ 100,000	\$ 250,000	\$ 700,000
Machinery & Equipment				
Machinery & Equip	\$ 150,000	\$ 200,000	\$ 200,000	\$ 550,000
Furniture and Fixture	\$ 20,000	\$ 10,000	\$ 15,000	\$ 45,000
Computers	\$ 10,000	\$ 10,000	\$ 10,000	\$ 30,000
Pollution Control	\$ 10,000	\$ 10,000	\$ 15,000	\$ 35,000
Special Tooling	\$ -	\$ -	\$ -	\$ -
Other Personal Property	\$ 10,000	\$ 10,000	\$ 10,000	\$ 30,000
Total Machinery & Equip	\$ 200,000	\$ 240,000	\$ 250,000	\$ 690,000
PROJECT TOTALS:	\$ 550,000	\$ 340,000	\$ 500,000	\$ 1,390,000

PUBLIC COMMENTS

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MAY 26, 2009 SPECIAL MEETING**

PROPOSED

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. 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 Jean Hall Currie, Stan Eldridge, Mike Martin and Dee Sizemore

Members Absent: None

Legal Counsel: Wm. Douglas Winters

1. EMPLOYMENT AGREEMENT WITH ERIC COPELAND FOR THE POSITION OF FIRE CHIEF

A motion was made by Trustee Currie, supported by Trustee Eldridge to entering into an employment agreement with Eric Copeland for the position of Fire Chief.

A friendly amendment was made by Clerk Lovejoy Roe to waive the time-off policy for this position.

Clerk Lovejoy Roe explained that the Township's time-off policy allowed all non-union, administrative positions to receive the same amount of time-off as Teamster employees. She said Chief Copeland's employment contract provided him with 15 days off versus 24 days and his salary was negotiated to reflect those changes.

The friendly amendment was accepted.

The motion carried unanimously.

The meeting adjourned at approximately 9:16 a.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JUNE 1, 2009 SPECIAL MEETING**

PROPOSED

The meeting was called to order by Supervisor Brenda L. Stumbo at approximately 9:30 a.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 Jean Hall Currie, Stan Eldridge, Mike Martin and Dee Sizemore

Members Absent: None

Legal Counsel: Wm. Douglas Winters and Dennis McLain

1. MINUTES OF THE MAY 19, 2009 WORK SESSION AND REGULAR MEETING

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve the minutes of the May 19, 2009 Work Session and Regular Meeting. The motion carried unanimously.

2. REQUEST FOR AUTHORIZATION TO INITIATE LEGAL ACTION, IF NECESSARY IN WASHTENAW COUNTY CIRCUIT COURT AS A RESULT OF MULTIPLE TOWNSHIP ORDINANCE VIOLATIONS FOR THE PROPERTY LOCATED AT 101 LAMAY

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to authorize initiating legal action, if necessary in Washtenaw County Circuit Court as a result of multiple Township ordinance violations for the property located at 101 Lamay. The motion carried unanimously.

3. REQUEST FOR AUTHORIZATION TO INITIATE LEGAL ACTION, IF NECESSARY IN WASHTENAW COUNTY CIRCUIT COURT AGAINST THE DEVELOPER OF WHISPERING MEADOWS (PHASE II) REGARDING THE REMOVAL AND BACKFILL OF BASEMENTS

**CHARTER TOWNSHIP OF YPSILANTI
JUNE 1, 2009 SPECIAL MEETING MINUTES
PAGE 2**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Martin to authorize initiating legal action, if necessary in Washtenaw County Circuit Court against the developer of Whispering Meadows (Phase II) regarding the removal of an abandoned trailer and the removal and backfill of basements located at 8803 and 8806 Lily, against the developer of Creekside South regarding an open basement at 7294 Brook and against the developer of Creekside West regarding an open basement at 8708 Indigo Lane. The motion carried unanimously.

4. REQUEST TO PRE-AUTHORIZE LEGAL ACTION, IF NECESSARY TO ABATE PUBLIC NUISANCE OF OPEN BASEMENTS WHICH PRESENT AN IMMEDIATE DANGER TO THE PUBLIC

A motion was made by Clerk Lovejoy Roe, supported by Trustee Sizemore to pre-authorize initiating legal action, if necessary to abate public nuisance of open basements which present an immediate danger to the public. The motion carried unanimously.

5. RESOLUTION NO. 2009-16, TEMPORARY ROAD CLOSURE OF GROVE AND BRIDGE ROADS FOR 2009 FIREWORKS DISPLAY, TO BE HELD ON JULY 1, 2009 WITH RAIN DATE OF JULY 2, 2009

A motion was made by Trustee Sizemore, supported by Trustee Eldridge to approve Resolution No. 2009-16, Temporary Road Closure of Grove and Bridge Roads for 2009 Fireworks Display, to be held on July 1, 2009 with rain date of July 2, 2009. The motion carried unanimously.

6. SPECIAL EVENTS CONTRACT WITH MICHIGAN STATE POLICE FOR 2009 FIREWORKS DISPLAY, TO BE HELD ON JULY 1, 2009 WITH RAIN DATE OF JULY 2, 2009

A motion was made by Trustee Currie, supported by Trustee Sizemore to approve Special Events Contract with Michigan State Police for 2009 Fireworks Display, to be held on July 1, 2009 with rain date of July 2, 2009. The motion carried unanimously.

7. REQUEST OF YPSILANTI PUBLIC SCHOOLS FOUNDATION FOR A CHARITABLE GAMING LICENSE

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve the request of the Ypsilanti Public Schools Foundation for a Charitable Gaming License. The motion carried unanimously.

8. STATEMENTS AND CHECKS

A motion was made by Treasurer Doe, supported by Trustee Currie to approve Statements and Checks in the amount of \$1,679,407.78. The motion carried unanimously.

9. REQUEST TO GO INTO EXECUTIVE SESSION TO DISCUSS:

DISMISSAL OF APPEAL AND SETTLEMENT AGREEMENT FOR CHARTER TOWNSHIP OF YPSILANTI V. WASHTENAW ONE, LLC, CASE NO. 08-429-CZ, 7160 TEXTILE ROAD (RAINBOW REHABILITATION)

A motion was made by Treasurer Doe, supported by Trustee Sizemore to adjourn the meeting to go into Executive Session to discuss the dismissal of Appeal and Settlement Agreement for Charter Township of Ypsilanti v. Washtenaw One, LLC, Case No. 08-429-CZ, 7160 Textile Road (Rainbow Rehabilitation).

The motion carried as follows:

Martin:	Yes	Eldridge:	Yes	Currie:	Yes	Sizemore:	Yes
Roe:	Yes	Doe:	Yes	Stumbo:	Yes		

The meeting was adjourned at approximately 9:48 a.m. for the Board to go into Executive Session and the Board returned to the meeting at approximately 9:53 a.m.

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to authorize the attorneys to proceed with the dismissal of Appeal and Settlement Agreement for Charter Township of Ypsilanti v. Washtenaw One, LLC, Case No. 08-429-CZ, 7160 Textile Road (Rainbow Rehabilitation) and authorize signing of the agreement by the Supervisor and Clerk. The motion carried unanimously.

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

EXECUTIVE SESSION MINUTES

THE JUNE 1, 2009 EXECUTIVE SESSION MINUTES
WILL BE DISTRIBUTED AT THE WORK SESSION

SUPERVISOR REPORT

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

CLERK REPORT

THERE IS NO WRITTEN CLERK REPORT



MONTHLY TREASURER'S REPORT
MAY 1, 2009 THROUGH MAY 31, 2009

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
ABN AMRO Series "B" Debt Red. Cap.Int.	189,889.24	0.00	0.00	189,889.24
Bicycle Path	461,038.02	238.20	255,861.92	205,414.30
Bonds & Escrow	975,962.94	7,388.07	6,798.70	976,552.31
Building Department Fund	246,326.80	35,483.67	20,789.71	261,020.76
Capital Improvement 2006 Bond Fund	354,272.07	9.84	295.49	353,986.42
Capitalized Interest Debt 2006 Bond Fund	59,765.03	2.56	0.00	59,767.59
Comerica Series B Bond	2,612.75	0.44	25.11	2,588.08
Compost Site	791,816.20	34,663.34	16,820.53	809,659.01
Current Tax Collections	18,089,638.16	42,214.57	250,000.00	17,881,852.73
Economic Development	66,716.79	1.85	0.00	66,718.64
Environmental Clean-up	440,608.94	179.32	0.00	440,788.26
Environmental Services	2,563,055.90	300,970.05	439,072.86	2,424,953.09
Fire Department	2,042,317.96	250,867.93	323,698.29	1,969,487.60
Fire Withholding Bonds	39,165.57	6,001.09	14,985.00	30,181.66
General Fund/Recreation	3,260,454.04	977,436.64	766,799.47	3,471,091.21
General Obligation	598,031.82	186.42	50,379.25	547,838.99
General Tax Collection	72,297.01	196,778.40	188,538.04	80,537.37
Green Oaks Golf Course	116,736.32	111,403.37	44,509.75	183,629.94
Hydro Station Fund	348,215.06	639.02	20,045.74	328,808.34
Law Enforcement Fund	2,191,029.50	867.28	992,448.41	1,199,448.37
LDFA Tax	228.25	0.01	0.00	228.26
Motor Pool	720,778.56	73,155.18	5,556.02	788,377.72
Nuisance Abatement Fund	56,709.53	198.32	1,433.00	55,474.85
Parks Fund	15,190.44	0.43	0.00	15,190.87
Payroll	84,676.71	732,099.33	728,228.11	88,547.93
Public Improvement	418,943.05	157.06	0.00	419,100.11
Rental Inspections	71,421.04	1,011.96	70,304.58	2,128.42
Series "A" Bond Payments	8,464.62	500.23	112.50	8,852.35
Series "B" Cap. Cost of Funds	31,323.08	0.91	7,828.52	23,495.47
State Grants	17,772.53	485.49	0.00	18,258.02
Willow Run Escrow	140,753.41	34.30	0.00	140,787.71
GRAND TOTAL:	<u>\$ 34,476,211.34</u>	<u>\$ 2,772,975.28</u>	<u>\$ 4,204,531.00</u>	<u>\$ 33,044,655.62</u>

TRUSTEE REPORT

THERE IS NO WRITTEN TRUSTEE REPORT

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

61 N. HURON
YPSILANTI, MICHIGAN 48197
(734) 481-1120

DENNIS O. McLAIN
8909
WM. DOUGLAS WINTERS
mcwinlaw@gmail.com
ANGELA B. KING

FAX (734) 481-

[E-MAIL:](#)

June 11, 2009

Brenda L. Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry J. Doe, Treasurer
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Re: **1447 Holmes Road (former Bulls Eye Market)**

***Request for Authorization to Initiate the Appropriate Legal
Action in Washtenaw County Circuit Court to Abate Public
Nuisance as a Result of Multiple Township Ordinance Violations
Including Demolition of Building***

Dear Board Members:

As I am sure your respective files reflect, on Tuesday, **May 19, 2009**, Township Building Director Ron Fulton prepared a detailed **Notice of Violation** that was mailed to the property owner of 1447 Holmes Road, commonly referred to as the **Bulls Eye Market**. This **NOV** (which cited chapter and verse the violations of numerous Township ordinances) also contained photographs in support thereof which **NOV** was also posted on the building on **May 19**.

Upon receipt of the **May 19 NOV** our office requested Cislo Title Co. to perform a title search for the aforementioned property. On Wednesday, **June 3, 2009**, our office received a copy of the title documents from Cislo which confirmed that **SAZ Inc.**, a Michigan corporation, was the owner of this property. As noted in my **June 3** letter to Police Services Administrator Michael Radzik and Building Director Fulton, this property was conveyed to **SAZ Inc.** via a covenant deed from Comerica Bank for the sum of **\$100,000** on **June 29, 2007**.

Township Board
Re: 1447 Holmes
June 11, 2009
Page 2

On Wednesday, **June 10, 2009**, Building Director Fulton forwarded a "**status report**" as to what violations (if any) had been addressed by the property owner subsequent to the receipt & posting of the **May 19 NOV**. While Director Fulton advised that the property owner had requested "**...a 2 month extension...**," he also "**...readily admitted he had no money for renovations and was hoping for additional time to come up with a solution.**" Equally troubling is the observation by Director Fulton that the property owner had installed a new ceiling (without permits) which "**...already shows water damage.**" Director Fulton also noted that "**...the photos of the back room more clearly depict the condition of the mold inside the structure. Once mold begins to grow on the outside face of the drywall, it has already begun to grow on the inside face, as well as the framing members.**"

Thus, for all of the reasons previously set forth in the **May 19 NOV** and the **June 10 status report** prepared by Building Director Fulton, I would respectfully request the Township Board, at its regular meeting scheduled for Tuesday, **June 16, 2009**, to authorize our office to initiate the appropriate legal action in the Washtenaw County Circuit Court to abate this public nuisance which may include the demolition of this building.

In the meantime, if you have any questions or I can be of further assistance, please contact me.

Very truly yours,



Wm. Douglas Winters

rsk
cc: Trustees Eldridge/Martin (via email)
Trustees Currie/Sizemore (via fax by Clerk Roe)
Mike Radzik
Ron Fulton
Eric Copeland, Fire Chief
Joe Lawson
Dennis O. McLain

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

61 N. HURON
YPSILANTI, MICHIGAN 48197
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DENNIS O. McLAIN
8909
WM. DOUGLAS WINTERS
mcwinlaw@gmail.com
ANGELA B. KING

FAX (734) 481-

[E-MAIL:](#)

June 11, 2009

Brenda L. Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry J. Doe, Treasurer
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Re: **1343 E. Forest**

***Request for Authorization to Initiate the Appropriate Legal
Action in Washtenaw County Circuit Court to Abate Public
Nuisance as a Result of Multiple Township Ordinance Violations
Including Demolition of Unattached Barn***

Dear Board Members:

Please be advised that earlier this afternoon our respective offices received correspondence from Township Ordinance Officer Bill Elling regarding a multiplicity of ordinance violations in regard to the property located at 1343 E. Forest. In light of the detailed email (coupled with the ***Notice of Condemnation*** and ***Notice of Violation and Corrective Actions to Be Taken*** prepared by Officer Elling and Building Inspector Dave Bellers, dated ***May 29, 2009***), there is no need for me to repeat in this letter the exigent health and safety circumstances that exist at this property which forms the basis for the recommendation that legal action be authorized by the Township Board to abate this public nuisance. Thus, I would respectfully request this item be added to the Board agenda under ***Attorney's Report*** and would appreciate if Deputy Clerk Nancy Wrybkowski could include copies of the ***May 29*** report and photographs in the Board's packet.

Township Board
Re: 1447 Holmes
June 11, 2009
Page 2

In the meantime, if you have any questions or I can be of further assistance,
please contact me.

Very truly yours,



Wm. Douglas Winters

rsk

cc: Trustees Eldridge/Martin (via email)
Trustees Currie/Sizemore (via fax by Clerk Roe)
Mike Radzik
Ron Fulton
Eric Copeland, Fire Chief
Joe Lawson
Bill Elling
Dave Bellers
Dennis O. McLain

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



Ordinance Department

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 485-4393
Fax: (734) 544-3673
www.ytown.org

**NOTICE OF CONDEMNATION
NOTICE OF VIOLATION AND CORRECTIVE ACTIONS TO BE
TAKEN
Concerning
1343 East Forest Avenue
May 29, 2009**

PM-104.2 Rule-making authority

The code official shall have power as necessary in the interest of public health, safety and general welfare, to adopt and promulgate rules and regulations to interpret and implement the provisions of this code to secure the intent thereof and to designate requirements applicable because of local climatic or other conditions. Such rules shall not have the effect of waiving structural or fire performance requirements specifically provided for in this code or of violating accepted engineering practice involving public safety.

PM-104.4 Right of entry

The code official is authorized to enter the structure or premises at reasonable times to inspect subject to constitutional restrictions on unreasonable searches and seizures. If entry is refused or not obtained, the code official is authorized to pursue recourse as provided by law.

PM-106.1 Unlawful acts

It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

PM-106.3 Penalty

Lein upon real estate.

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 lein upon such real estate.

PM-106.4 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:

- (A) The fine for any first violation shall be \$100.00;
- (B) 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;
- (C) 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.

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.

PM-107.1 Notice to owner or to person or persons responsible

Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections PM-107.2 and PM-107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section PM-108.3.

PM-107.2 Form

Such notice prescribed in Section PM-107.1 shall:

1. Be in writing;
2. Include a description of the real estate sufficient for identification;
3. Include a statement of the reason or reasons why the notice is being issued; and
4. Include a correction order allowing a reasonable time for the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
5. Inform the property owner of the right to appeal.
6. Include a statement of the right to file a lein in accordance with section 106.3.

PM-107.3 Method of service

Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

PM-108.1 General

When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

PLACARDS WERE AFFIXED TO THE FRONT AND SIDE DOORS OF THE HOME AS WELL AS THE ONLY ENTRANCE DOOR TO THE UNATTACHED BARN, PHOTOS OF THE AFOREMENTIONED WERE OBTAINED.

PM-108.1.2 Unsafe equipment

Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

DRYER VENT WHICH IS LOCATED ON THE FLOOR MUST BE RELOCATED AND/OR REMOVED

PM-108.1.3 Structure unfit for human occupancy

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

AT NO TIME MAY THE UNATTACHED BARN BE OCCUPIED FOR ANY OTHER REASON THAN TO MAKE ANY NECESSARY REPAIRS WHICH, PRIOR TO MAKING ANY REPAIRS YOU ARE TO SUBMIT TO THE TOWNSHIP BUILDING DEPARTMENT AN ENGINEERING REPORT AS TO HOW THIS STRUCTURE WILL BE REPAIRED.

PM-108.3 Notice

Whenever the code official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner or the person or persons responsible for the structure or equipment in accordance with Section PM-107.3. The notice shall be in the form prescribed in Section PM-107.2.

PM-108.4 Placarding

Upon failure of the owner or person responsible to comply with the notice provisions within the time given, the code official shall post on the premises or on defective equipment, a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

PLACARDS WERE AFFIXED TO THE FRONT DOOR AND SIDE DOORS OF THE HOME AS WELL AS THE ONLY ENTRANCE DOOR TO THE UNATTACHED BARN, PHOTOS OF THE AFOREMENTIONED WERE OBTAINED.

PM-108.4.1 Placard removal

The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated.

Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

PM-108.5 Prohibited occupancy

Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy a placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.

NEITHER THE HOME NOR THE UNATTACHED BARN MAY BE OCCUPIED UNTIL ALL REPAIRS/VIOLATIONS ARE CORRECTED AND VERIFIED BY THE TWP CODE OFFICIAL

PM-109.1 Imminent danger:

When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure is Unsafe and its Occupancy has been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs.

THE UNATTACHED BARN MAY BE OCCUPIED UNTIL ALL REPAIRS/VIOLATIONS ARE CORRECTED AND VERIFIED BY THE TWP CODE OFFICIAL

PM-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 is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to raze and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to raze and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to raze and remove such structure.

AT NO TIME MAY THE UNATTACHED BARN BE OCCUPIED FOR ANY OTHER REASON THAN TO MAKE ANY NECESSARY REPAIRS WHICH, PRIOR TO MAKING ANY REPAIRS YOU ARE TO SUBMIT TO THE TOWNSHIP BUILDING DEPARTMENT AN ENGINEERS REPORT AS TO HOW THIS STRUCTURE WILL BE REPAIRED. IF AND/OR WHEN IT IS

DETERMINE THE STRUCTURE CAN BE MADE STRUCTURALLY SOUND YOU AND/OR A LICENSED CONTRACTOR MUST SUBMIT THE PROPER BUILDING PERMITS TO THE TWO AND NO WORK SHALL COMMENCE UNTIL SUCH PERMITS HAVE BEEN ISSUED AND PAID FOR.

PM-301.2 Responsibility

The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

302.8 Motor Vehicles

Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Paint of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

Definition: A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

The following list of vehicle (s) may not be complete. There may be other vehicle (s) on the property that are not listed below that are either not currently plated or operable. You will be held responsible for other vehicles on the property at the time of re-inspection that are not currently plated or operable.

All vehicles must be operable and plated or removed from property or stored inside a garage.

THE VEHICLE LOCATED IN THE DRIVEWAY AND REAR PORTIONS OF YOUR PROPERTY MUST BE MADE OPERABLE OR REMOVED FROM THE PROPERTY. AT NO TIME MAY THESE BE STORED WITHIN THE UNATTACHED BARN. IF YOU FEEL THESE VEHICLES ARE OPERABLE YOU MUST PROVIDE PROOF OF SAME. THIS VIOLATION MUST BE CORRECTED BY THE REINSPECTION DATE OF JUNE 5TH, 2009

Sec. 66-31. Grass and weeds.

On private property no noxious weeds, grass or other rank vegetation shall be permitted at a height greater than ten inches. However, the commissioner may designate natural areas where vegetation may be permitted to grow in excess of ten inches. Annually a notice shall be published in a local newspaper in March indicating that if grass, weeds

and other vegetation are not cleared by June 1, they may be removed by the township and the costs charged against the property.

ENTIRE LAWN MUST BE MOWED BY THE REINSPECTION DATE OF JUNE 5TH, 2009

PM-305.1 General

The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which such occupant occupies or controls in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

ALL INTERIOR SURFACES INCLUDING BUT NOT LIMITED TO COUNTER TOPS, FLOORS, WALLS, CEILINGS, TOILETS, SINKS, TUBS/SHOWERS, APPLIANCES INCLUDING BUT NOT LIMITED TO REFRIGERATOR, WASHER, DRYER ARE TO BE CLEANED OF ALL FOOD ITEMS, DEAD INFESTATION, GREASE, MOLD AND OTHER ITEMS CAUSING UNSANITARY CONDITIONS.

PM-305.3 Interior surfaces

All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed, or covered. Cracked or loose plaster, decayed wood, and other defective surface conditions shall be corrected.

ALL INTERIOR DOORS MUST BE HUNG AND BE MADE OPERABLE. ALL WALLS AND/OR CEILINGS CONTAINING HOLES CAUSE BY MISHAPS MUST BE REPAIRED.

PM-504.1 General

All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

THE DOWNSTAIRS BATHROOM/SHOWER AREA MUST BE REPAIRED WHICH INCLUDES BUT IT NOT LIMITED TO THE SHOWER WALL

PM-505.1 General

Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs

and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.

THE DOWNSTAIRS BATHROOM/SHOWER AREA MUST BE REPAIRED WHICH INCLUDES BUT IT NOT LIMITED TO THE SHOWER WALL

Sec. 26-28. Blight

(2) The storage or accumulation of litter, junk, trash, rubbish, refuse, waste materials, garbage, offal, paper, glass, cans, bottles, debris or other foreign substances of every kind and description, except as such may be stored as provided under the rules and regulations of this Code. The term "junk" shall include parts of machinery or motor vehicles; unused appliances stored in the open; and remnants of wood, metal or any other cast-off materials of any kind, whether or not the same could be put to any reasonable use. The following list of blight items may not be complete. There may be more blight items on the property that were either not observed or listed in this letter. Please look at the items described as blight in the ordinance above and remove them from the property.

ALL PAINTS CANS BEING STORED BEHIND THE BARN MUST BE REMOVED. THE MOBILE HOME STEPS MUST BE REMOVED. ALL BRUSH STACKED BEHIND THE BARN MUST BE REMOVED. ALL OF THIS MUST BE DONE BY THE REINSPECTION DATE OF JUNE 5TH, 2009

PM-106.4 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:

- (A) The fine for any first violation shall be \$100.00;
- (B) 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;
- (C) 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.

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.

PM-106.4 Penalty

Lien upon real estate.

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.

PM-107.1 Notice to owner or to person or persons responsible:

Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections PM-107.2 and PM-107.3 to the person responsible for the violation

as specified in this code. Notices for condemnation procedures shall also comply with Section PM-108.3.

PM-107.2 Form:

Such notice prescribed in Section PM-107.1 shall:

1. Be in writing;
2. Include a description of the real estate sufficient for identification;
3. Include a statement of the reason or reasons why the notice is being issued; and
4. Include a correction order allowing a reasonable time for the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
5. Inform the property owner of the right to appeal.
6. Include a statement of the right to file a lein in accordance with section 106.3.

PM-107.3 Method of service:

Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

PM-111.1 Application for appeal:

Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day 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 there under have been incorrectly interpreted, the provision of this code do not fully apply, or the requirements of this code are adequately satisfied but other means.

ADDITIONALLY, NO FURTHER USE PERTAINING TO ANY PORTION(S) OF THE HOME MAY BE OCCUPIED UNTIL ALL VIOLATIONS ARE CORRECTED. THE SMALL AREA LOCATED UPSTAIRS WHICH CONTAINED CHILDREN/BABY BEDS MAY NEVER BE OCCUPIED FOR SLEEPING PURPOSES.

R313.1 Smoke Alarms. Smoke alarms shall be installed in the following locations

1. In each sleeping room.
2. Outside each separate sleeping area in the vicinity of the bedrooms.
3. On each additional story of the dwelling, including basements but not including crawl spaces and uninhabitable attics. In dwelling or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

When more than one smoke alarm is required to be installed within an individual

dwelling unit the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed. All smoke alarms shall be listed and installed in accordance with the provisions of this code and the household fire warning equipment provisions of NFPA 72.

ALL SMOKE ALARMS LOCATED WITHIN THE ENTIRE HOME MUST BE FUNCTIONING.

FINALLY, WHEN YOU FEEL AS IF YOUR HOME IS READY TO BE OCCUPIED YOU MUST CONTACT THE TOWNSHIP @ 734-485-3943 AND SCHEDULE AN INSPECTION WITH THE CLERK. THE INSPECTION WILL OCCUR ON THE DATE GIVEN TO YOU BY THE CLERK AND YOU EXPECTED/REQUIRED TO BE PRESENT DURING THE INSPECTION. IF YOU FAIL TO BE PRESENT AND AN INSPECTOR NEEDS TO RESCHEDULE, A REINSPECTION FEE OF \$45.00 WILL BE CHARGED AND MUST BE PAID FOR PRIOR TO THE REINSPECTION.

NOTICE: FAILURE TO COMPLY WITH ALL OF THE AFOREMENTIONED VIOLATIONS OTHER THAN THOSE WITH A REINSPECTION DATE OF JUNE 5TH, 2009, MUST BE CORRECTED WITHIN 30 DAYS. AN ENGINEERING REPORT MUST BE ALSO SUBMITTED WITHIN THE SAME 30 DAYS. FAILURE TO DO SO WILL RESULT WITH THIS OFFICE SEEKING CIRCUIT COURT ACTION AGAINST YOU AND ALL OTHERS ASSOCIATED WITH THE PROPERTY

IF YOU HAVE ANY QUESTIONS CONCERNING ANY INFORMATION CONTAINED WITHIN THIS NOTICE OF CONDEMNATION-NOTICE OF VIOLATION AND CORRECTIVE ACTIONS TO BE TAKEN PLEASE CONTACT THE TOWNSHIP @ 734-485-3943 AND SPEAK WITH RON FULTON AND/OR BILL ELLING.

1343 East Forrest Avenue
May 29, 2009



1343 East Forrest Avenue
May 29, 2009



1343 East Forrest Avenue
May 29, 2009



1343 East Forrest Avenue
May 29, 2009



1343 East Forrest Avenue
May 29, 2009



1343 East Forrest Avenue
May 29, 2009



1343 East Forrest Avenue
May 29, 2009



1343 East Forrest Avenue
May 29, 2009



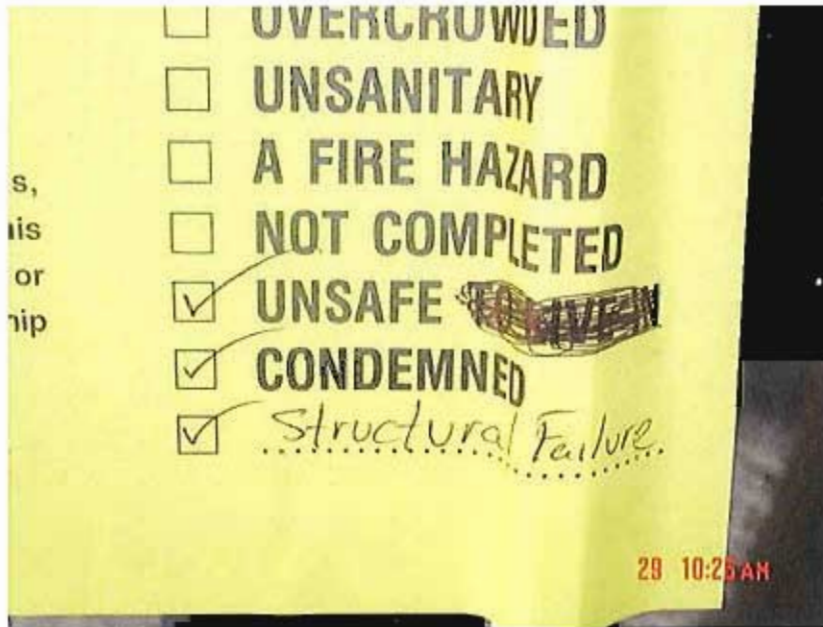
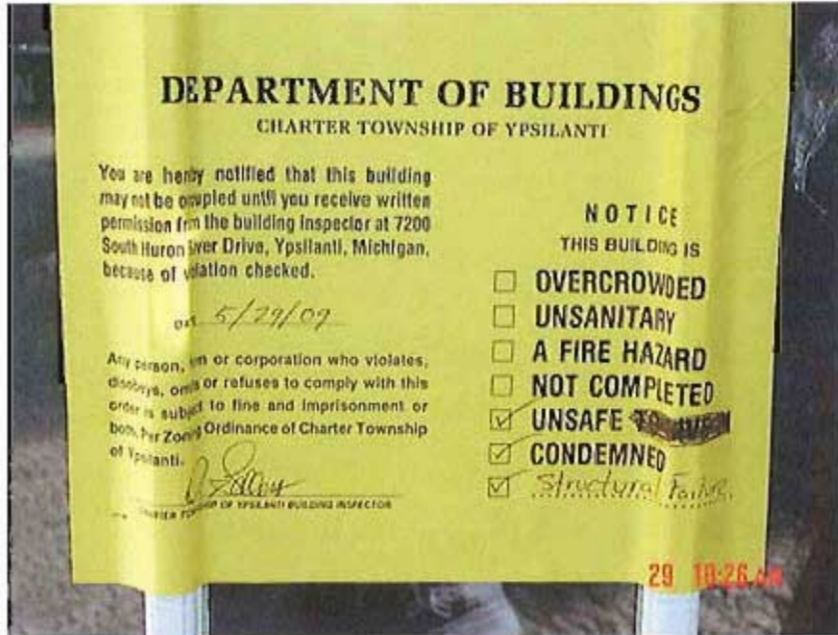
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1343 East Forrest Avenue
May 29, 2009



1343 East Forrest Avenue
May 29, 2009



McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

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FAX (734) 481-8909
[E-MAIL: mcwinlaw@gmail.com](mailto:mcwinlaw@gmail.com)

June 12, 2009

Marc N. Swanson
Miller Canfield
150 West Jefferson, Ste. 2500
Detroit, MI 48226

Re: **United States Bankruptcy Court – Southern District of New York
In Re: General Motors Corp., et al, Debtors
Chapter 11 Case No. 09-50026 (REG) (Jointly Administered)
Hon. Robert E. Gerber**

Dear Mr. Swanson:

As a follow up to the **Conference Call** held on Thursday evening, **June 11, 2009**, this will confirm the participants discussed, *inter alia*, one of the documents provided to the **Ad Hoc Committee** entitled “**Future Business Plan.**” This document raises the concern and fear that prior to the **June 19, 2009 “Objection Deadline”** General Motors appears to be ready to remove key equipment from the WR/YTO facility to the Toledo Powertrain plant “**...AS EARLY AS JUNE 15, 2009.**”

During this **Conference Call** I expressed my concern that if GM was allowed to remove key equipment from the WR/YTO facility prior to **June 19, 2009** that it would create another hurdle for Ypsilanti Township, as well as Wayne and Washtenaw County, to “**jump over**” since, in my words, “**the toothpaste is already out of the tube.**” Thus, I strongly suggested that your office take whatever legal measures necessary to prepare and file an “**Emergency Motion for a Preliminary Injunction**” with the Bankruptcy Court requesting that no equipment be removed from the WR/YTO facility until there has been an opportunity for Bankruptcy Judge Gerber to hold a hearing on the merits of the objections that are to be filed on behalf of the Township, Wayne and Washtenaw Counties, et al.

Earlier this morning, I contacted your office to discuss this matter since you suggested that we discuss this issue after the **Conference Call**. While I was not able to reach you, I did leave a voice mail message with my phone number requesting you contact me as soon as possible.

Marc N. Swanson
Re: GM Closing
June 12, 2009
Page 2

In closing, the Ypsilanti Township Board of Trustees stands ready to do whatever is required of it in order to assist your office in filing this **Motion**. The Township regards the filing of this **Motion** and the **Objections** prior to the **Sale Hearing** to be of the highest priority. In the meantime, if you have any questions or I can be of further assistance, please contact me.

Very truly yours,



Wm. Douglas Winters
Ypsilanti Township Attorney

rsk

cc: Township Board

ATTORNEY REPORT

GENERAL LEGAL UPDATE

RESOLUTION 2009-14

Whereas, the Charter Township of Ypsilanti's Code of Ordinances pertaining to motor vehicles and traffic enforcement needs to be updated to be consistent with the changes and deletions to the Uniform Traffic Code, the Motor Vehicle Code, the Insurance Code pertaining to motor vehicles, the Natural Resources and Environmental Protection Act pertaining to off-road vehicles and snowmobiles, and the Liquor Control Act pertaining to minors and alcoholic liquor; and

Whereas, the Uniform Traffic Code, relevant sections of the Motor Vehicle Code, the Insurance Code, the Natural Resources and Environmental Protection Act, and the Liquor Control Act as set forth in Ordinance 2009-393 are consistent with current Michigan law; and

Whereas, the adoption of Ordinance 2009-393 will amend the Ypsilanti Township Traffic Code to reflect changes and deletions to the Uniform Traffic Code, Motor Vehicle Code, Insurance Code, National Resources and Environmental Protection Act and Liquor Control Act; and

Whereas, a copy of the Charter Township of Ypsilanti's Traffic Code of Ordinances as amended is available for inspection at the Township Clerk's office during normal business hours and copies are available to the public for a reasonable charge;

Now therefore, be it resolved, that the Charter Township of Ypsilanti Board of Trustees hereby adopts and incorporates by reference, Ordinance #2009-393 as attached in its entirety.

ORDINANCE NO. 2009 - 393
*An ordinance to amend the Ypsilanti Township
Code, Chapters 42 and 58 of the
Charter Township of Ypsilanti's
Code of Ordinances*

THE CHARTER TOWNSHIP OF YPSILANTI HEREBY ORDAINS:

That the following sections of the Ypsilanti Township Code of Ordinances are deleted in their entireties:

1. Sections 42-323 entitled purchase, consumption, possession of alcohol by minor;
2. Sections 58-1 through 58-80 entitled general, uniform traffic code, operation of vehicles in areas designated for traffic, parking;
3. Sections 58-121 through 58-123 entitled vehicle weights limits and Motor Carrier Safety;
4. Section 58-146 entitled driving under the influence.

Section 1: Title

This Ordinance and the provisions of the Uniform Traffic Code and state laws adopted by reference herein shall be collectively known and may be cited as the “Charter Township of Ypsilanti Traffic Code Ordinance.”

Section 2: Adoption of Uniform Traffic Code by Reference

The Uniform Traffic Code for Cities, Townships, and Villages as promulgated by the Director of the Michigan Department of State Police pursuant to the Administrative Procedures Act of 1969, Public Act 306 of 1969, as amended (MCL 24.201, *et seq.*) and made effective October 30, 2002, **as completed and updated through March 23, 2009**, is hereby adopted by reference. All references in said Uniform Traffic Code to a “governmental unit” shall mean the Charter Township of Ypsilanti.

Section 3: Adoption of Provisions of Michigan Vehicle Code By Reference

The following provisions of the Michigan Vehicle Code, Public Act 300 of 1949, as amended (MCL 257.1, *et seq.*) are hereby adopted by reference:

- A. Chapter I (Words and Phrases Defined): MCLs 257.1 to 257.82
- B. Chapter II (Administration, Registration): MCLs 257.223, 257.224(8), 257.225, 257.228, 257.243, 257.244, 257.255, and 257.256.
- C. Chapter III (Operator’s and Chauffeur’s License): MCLs 257.310e, 257.311, 258.312,

257.312a, 257.315(1) and (3), 257.317, 257.324, 257.325, 257.326, and 257.328.

D. Chapter VI (Obedience to and Effect of Traffic Laws): MCLs 257.601 to 257.601b, 257.602 to 257.606, 257.611 to 257.616, 257.617a to 257.622, 257.624a to 257.624b, 257.625 (except felony provisions), 257.625a, 257.625m, 257.626 to 257.626b, 257.627 to 257.627b, 257.629b, 257.631 to 257.632, 257.634 to 257.645, 257.647 to 257.655, 257.656 to 257.662, 257.667 to 257.675d, 257.676 to 257.682b, 257.683 to 257.710e, 257.716 to 257.724 and 257.726.

E. Chapter VIII (License Offenses): MCLs 257.904 to 257.904a, 257.904e, 257.905.

Section 4: Adoption of Other State Laws By Reference

The following provisions of state law are hereby adopted by reference:

A. Section 3102 of the Michigan Insurance Code of 1956, Public Act 218 of 1956, as amended, pertaining to required insurance (MCL 500.3102).

B. Subchapter 6 of Part 811 of the Natural Resources and Environmental Protection Act, Public Act 451 of 1994, as amended, pertaining to off-road vehicles (MCLs 324.81101 to 324.81147).

C. Part 821 of the Natural Resources and Environmental Protection Act, Public Act 451 of 1994, as amended, pertaining to snowmobiles (MCLs 324.82101 to 324.82158).

D. Section 703 of the Michigan Liquor Control Act, Public Act 58 of 1998, as amended, pertaining to minors and alcoholic liquor (MCL 436.1703)

Section 5: Penalties

The penalties provided by the Uniform Traffic Code and the provisions of the state laws hereinabove adopted by reference are hereby adopted as the penalties for violations of the corresponding provisions of this Ordinance.

Section 6: Severability

If a court of competent jurisdiction declares any provision of this Ordinance or the Uniform Traffic Code or a statutory provision adopted by reference herein to be unenforceable, in whole or in part, such declaration shall only affect the provision held to be unenforceable and shall not affect any other part or provision; provided that if a court of competent jurisdiction declares a penalty provision to exceed the authority of the Township, the penalty shall be construed as the maximum penalty that is determined by the court to be within the authority of the Township to impose.

Section 7: Repeal of Conflicting Provisions and Effective Date

This ordinance shall take effect upon publication as required by law. All ordinances or parts of ordinances in conflict or inconsistent with the provisions of this ordinance are hereby repealed; provided that any violation charged before the effective date of this Ordinance under an Ordinance provision repealed by this Ordinance shall continue under the Ordinance provision then in effect.

PROPOSED ORDINANCE NO. 2009 – 394

An Ordinance Amending Chapter 66 (Vegetation) Sections 31 entitled Grass and Weeds, of the Ypsilanti Township Code of Ordinances

The Charter Township of Ypsilanti hereby ***ordains***

That Section 66-31 of Chapter 66 Vegetation is deleted and replaced by the following:

Chapter 66

ARTICLE II. TREES AND OTHER VEGETATION

Sec. 66-31. Grass and weeds.

On private property no noxious weeds, grass or other rank vegetation shall be permitted at a height greater than eight inches. However, the commissioner may designate natural areas where vegetation may be permitted to grow in excess of eight inches. Annually a notice shall be published in a local newspaper in March indicating that if grass, weeds and other vegetation are not cleared by June 1, they may be removed by the township and the costs charged against the property.

Severability Clause

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 immediately upon publication in a newspaper of general circulation as required by law.

CHARTER TOWNSHIP OF YPSILANTI

2009 Budget Amendments #6

June 16, 2009

101 - GENERAL FUND

Total Decrease \$207,000.00

Transfer Revenues and Expenditures to cover shortages within the 2009 budget, as shown below. It results in a net decrease of revenues and expenditures totaling \$207,000.

Revenues:	State Shared Revenue	101.000.000.574.000	\$ (187,000)
	Interest Earned	101.000.000.664.001	\$ (60,000)
	Net Interest Earned-Current tax Collection	101.000.000.664.003	\$ (20,000)
	Other Revenue-Franchise Fees	101.000.000.694.100	\$ 50,000
	Recreation /Youth Sports	101.751.000.631.000	\$ 5,000
	Recreation /Senior Citizens' Activity Fees	101.751.000.637.000	<u>\$ 5,000</u>
		Net Revenues	<u><u>\$ (207,000)</u></u>
Expenditures:	Elected Officials-Professional Services	101.101.000.801.000	\$ (4,500)
	Supervisor-Overtime	101.171.000.709.000	\$ (300)
	Supervisor-Travel	101.171.000.860.000	\$ (2,000)
	Elections-Appointed Officials	101.190.000.704.003	\$ (10,000)
	Elections-Overtime-School Elections	101.190.000.709.004	\$ (3,750)
	Elections-Postage-School Elections	101.190.000.730.001	\$ (5,100)
	Elections-Operating Supplies-School Elections	101.190.000.740.003	\$ (4,000)
	Elections-Equipment Rental/Leasing	101.190.000.941.000	\$ (900)
	Elections-Equipment Rental/Leasing-School Electior	101.190.000.941.003	\$ (1,175)
	Accounting-Health Insurance Buyout	101.201.000.708.010	\$ 3,000
	Accounting-Office Supplies	101.201.000.727.000	\$ (500)
	Independent Auditing-Other	101.202.000.803.000	\$ 8,000
	Assessing-Office Supplies	101.209.000.727.000	\$ (500)
	Assessing-Membership & Dues	101.209.000.958.000	\$ (500)
	Legal Services-Attorney Litigation	101.210.000.801.002	\$ 180,000
	Legal Services-WCBOC-Garan Lucow	101.210.000.801.018	\$ (100,000)
	Legal Services-Labor Consultant	101.210.000.802.002	\$ 35,700
	Human Resources-Employee Incentives	101.227.000.722.000	\$ (2,000)
	Human Resources-Office Supplies	101.227.000.727.000	\$ (1,000)
	Human Resources-Travel	101.227.000.860.000	\$ (4,336)
	Human Resources-Membership & Dues	101.227.000.958.000	\$ (110)
	Human Resources-Education & Training	101.227.000.960.000	\$ (7,600)
	Treasurer-Overtime	101.253.000.709.000	\$ (500)

CHARTER TOWNSHIP OF YPSILANTI

2009 Budget Amendments #6

June 16, 2009

Treasurer-Office Supplies	101.253.000.727.000	\$ (500)
Treasurer-Travel	101.253.000.860.000	\$ (1,000)
RSD-Buildg Ops-Overtime	101.265.000.709.000	\$ (4,000)
RSD-Buildg Ops-Utilities Civic Center	101.265.000.920.001	\$ (35,000)
RSD-Buildg Ops-Utilities Community Center	101.265.000.920.003	\$ (35,000)
Community Development-Salary-Supervision	101.371.000.705.000	\$ (61,273)
Community Development-Salaries Pay Out-PTO	101.371.000.708.004	\$ 9,013
Community Development-Overtime	101.371.000.709.000	\$ 50
Community Development-FICA/Medicare	101.371.000.715.000	\$ (4,000)
Community Development-Twp Projects-Planner	101.371.000.801.003	\$ (10,000)
Community Development-Travel	101.371.000.860.000	\$ 200
Community Development-Gas & Oil	101.371.000.867.000	\$ (900)
Community Development-Retirement/MERS	101.371.000.876.000	\$ (5,600)
Community Development-MotorPool Lease/Maint	101.371.000.943.000	\$ (1,239)
Planning Commission-Consulting Fees/Planning	101.400.000.817.001	\$ (1,000)
Planning Commission-Membership & Dues	101.400.000.958.000	\$ (750)
Planning Commission-Education & Training	101.400.000.960.000	\$ (1,450)
Zoning Brd of Appeals-Membership & Dues	101.410.000.958.000	\$ (270)
Zoning Brd of Appeals-Education & Training	101.410.000.960.000	\$ (750)
RSD-Recreation-Salary-Temp/Seasonal	101.751.000.707.000	\$ (5,000)
RSD-Recreation-Salary-Temp/Seasonal-FLP	101.751.000.707.775	\$ (5,000)
RSD-Parks & Grounds-Salary Permanent Wages	101.774.000.706.000	\$ (12,400)
RSD-Parks & Grounds-Salary-Temp/Seasonal	101.774.000.707.000	\$ (5,000)
RSD-Parks & Grounds-Salary-Temp/Seasonal FLP	101.774.000.707.775	\$ (5,000)
RSD-Parks & Grounds-Overtime	101.774.000.709.000	\$ (6,000)
RSD-Parks & Grounds-FICA/Medicare	101.774.000.715.000	\$ (950)
RSD-Parks & Grounds-Health/Dental Insurance	101.774.000.719.000	\$ (3,985)
RSD-Parks & Grounds-Maintenance Supplies	101.774.000.776.000	\$ (5,000)
RSD-Parks & Grounds-Retirement/MERS	101.774.000.876.000	\$ (1,165)
RSD-Parks & Grounds-Utilities-Parks	101.774.000.920.000	\$ (5,000)
RSD-Parks & Grounds-Utilities-Ford Lake Parks	101.774.000.920.775	\$ (5,000)
Other Functions-Fourth of July	101.956.000.882.000	\$ (1,460)
Other Functions-Christmas Lights	101.956.000.882.001	\$ (1,000)
Other Functions-Festivals	101.956.000.882.002	\$ (1,500)
Other Financing Uses-Transfer to Hydro	101.991.000.968.252	\$ (8,600)

CHARTER TOWNSHIP OF YPSILANTI

2009 Budget Amendments #6

June 16, 2009

101 - GENERAL FUND Continued

Health & Dental Insurance:	14B Court	101.136.000.719.000	\$ (14,000)
	Supervisor	101.171.000.719.000	\$ (1,000)
	Elections	101.190.000.719.000	\$ (500)
	Accounting	101.201.000.719.000	\$ (14,000)
	Assessing	101.209.000.719.000	\$ (3,000)
	Clerk	101.215.000.719.000	\$ (2,000)
	Treasurer	101.253.000.719.000	\$ (1,900)
	RSD Building operations	101.265.000.719.000	\$ (1,000)
	Community Development	101.371.000.719.000	\$ (9,000)
	RSD Recreation	101.751.000.719.000	\$ (7,500)
	RSD Administration	101.762.000.719.000	\$ (2,500)
	RSD Parks & Grounds	101.774.000.719.000	\$ (3,000)
			Net Expenditures \$ (207,000)

226 - Environmental Services

Total Decrease \$13,310.00

Increase employee costs as an employee works for Parks & Grounds (General Fund) and Environmental Services, repairing and maintaining equipment for both. Costs are split between both funds at 50 percent. It is funded by a reduction in overall health & dental insurance budget

Revenues:

Excess 2009 Revenues over Expenditures	Net Revenues	<u><u>\$13,310.00</u></u>
--	--------------	---------------------------

Expenditures: Salaries-Permanent Wages	226.226.000.706.000	\$12,400.00
FICA/Medicare	226.226.000.715.000	\$950.00
Health & Dental Insurance	226.226.000.719.000	\$3,985.00
Retirement/MERS	226.226.000.876.000	\$1,165.00
Health & Dental Insurance	226.226.000.719.000	<u><u>(\$5,190.00)</u></u>
		Net Expenditures <u><u>\$13,310.00</u></u>

252 - HYDRO FUND

Total Increase \$0.00

Decrease transfer in from the General Fund and increase revenue from hydro electric generation.

Revenues:	Ford Lake Hydro Station Revenues	252.000.000.641.003	\$8,600.00
	Transfer In: General Fund	252.000.000.697.000	<u><u>(\$8,600.00)</u></u>
			Net Revenues <u><u>\$0.00</u></u>

Motion to Amend the Budget (#6) for 2009:

Move to decrease the General Fund budget by \$207,000.00 to \$10,063,633.00 and approve the department line item changes as outlined,

Move to increase the Environmental Services Fund budget by \$13,310.00 to \$2,820,935.00 and approve the department line item changes as outlined,

Move to approve the Hydro Fund department line item changes as outlined.


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



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 3, 2009

RE: 2009/10 Ypsilanti Area Chamber of Commerce Community Profile & Business Directory

We have been asked by the Ypsilanti Area Chamber of Commerce if we would again like to participate and place an ad in the 2009/10 Community Profile & Business Directory. The cost for a ¼ page ad is \$795.00 and funds are available in account #101-267-000-900-000. Attached is a copy of the proposed ad for Board Members' review.

Please place this item on the June 16, 2009 Regular Meeting agenda.

If you have any questions, please contact my office.

tk

Attachment

2009 JUN -5 09:12:03



7200 S. Huron River Drive,
Ypsilanti, MI 48197
www.ytown.org

BRENDA L. STUMBO, Supervisor
bstumbo@ytown.org (734) 481-0617

KAREN LOVEJOY ROE, Clerk
klovejoyroe@ytown.org (734) 484-4700

LARRY J. DOE, Treasurer
ldoe@ytown.org (734) 484-1002

JEAN HALL CURRIE, Trustee (734) 482-2535

STAN ELDRIDGE, Trustee
seldrid@ytown.org (734) 481-0617

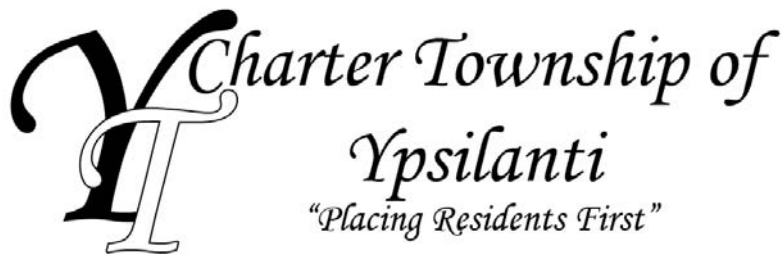
MIKE MARTIN, Trustee
mmartin@ytown.org (734) 481-0617

DEE SIZEMORE, Trustee (734) 482-1949

SERVICES

Accounting	484-3702
Assessing	487-4927
Community Development	485-3943
Compost Site	482-6681
Economic Development	485-3943
Fire Department	544-4225
Golf Course	485-0881
Human Resources	484-0065
Neighborhood Watch	484-5263
Ordinance	485-4393
Recreation	544-3800
Residential Services	484-0073

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



**Recreation Department
Community Center**

2025 E. Clark Road
Ypsilanti, MI 48198
Phone: (734) 544-3800
Fax: (734) 544-3888
50 & Beyond: (734) 544-3838

www.ytown.org

TO: Ypsilanti Township Board of Trustees

CC: Jeff Allen, Residential Services Director
Brian Durant, Public Services Superintendent
Sandy Andresen, Chair, Ypsilanti Township Park Commission

FROM: Art Serafinski, CPRP, CPSI, Director

DATE: June 2, 2009

RE: Board Agenda Item: Approval of a Five Year Contract Extension between the Charter Township of Ypsilanti and the Ypsilanti National Little League for the use of Harris Park.

At the May 11, 2009 regular meeting of the Ypsilanti Township Park Commission, the park commission unanimously passed a motion to extend the contractual agreement between the Charter Township of Ypsilanti and the Ypsilanti National Little League for the use of Harris Park. The current contract is valid through 2009. The contract extension would cover the period of 2010 – 2014.

I have attached a copy of the existing agreement for review. I have also attached an extension letter for review by the Township Attorney. Both the Ypsilanti Township Park Commission and the Ypsilanti National Little League are in full support of the five year extension and the existing language of the current agreement. The contract does provide an out clause for both parties.

Please place this item on the June 16, 2009 board agenda for consideration pending attorney review and recommendation. I will be in attendance at the June 16th work session and board meeting to answer questions.

**EXTENSION OF THE FACILITY USAGE AGREEMENT FOR
YPSILANTI NATIONAL LITTLE LEAGUE**

This Agreement Extension is made by and between YPSILANTI NATIONAL LITTLE LEAGUE, herein referred to as (YNLL), and the CHARTER TOWNSHIP OF YPSILANTI, herein referred to as (TWP).

WHEREAS, YNLL is a Michigan nonprofit organization organized to promote youth sports activities through the operation of its youth baseball and softball programs; and

WHEREAS, the TWP is the administrator of certain public park amenities, and

WHEREAS, YNLL and TWP have entered into a two (2) year agreement with regard to use the Harris Park and the Facilities contained therein by YNLL and respective obligations of the parties regarding the use and maintenance of the Facilities for 2008 and 2009, and

WHEREAS, YNLL and TWP desire to extend the duration of the existing agreement with regard to use the Harris Park and the Facilities contained therein by YNLL and respective obligations of the parties regarding the use and maintenance of the Facilities for a period of five (5) years; and

WHEREAS, this extension will cover the years of 2010 through 2014, and

WHEREAS, the language in the existing contract will remain the same, and

WHEREAS, this extension shall become an addendum to the existing agreement between YNLL and TWP for the use of Harris Park, and

WHEREAS, all of the terms and conditions contained in the existing agreement shall be binding through the duration of this five (5) year extension.

NOW, THEREFORE in consideration of the promises and the mutual covenants and obligations contained herein, the parties agree to the five (5) year extension covering the years of 2010 through 2014.

IN WITNESS WHEREOF, the parties have executed this Agreement extension on the day and year set forth below.

Ypsilanti National Little League

Authorized YNLL Representative

Date

Witness

Date

Charter Township of Ypsilanti

Brenda Stumbo, Supervisor

Date

Karen Lovejoy Roe, Clerk

Date

**FACILITY USAGE AGREEMENT FOR
YPSILANTI NATIONAL LITTLE LEAGUE**

This Agreement is made by and between YPSILANTI NATIONAL LITTLE LEAGUE, herein referred to as (YNLL), and the CHARTER TOWNSHIP OF YPSILANTI, herein referred to as (TWP).

WHEREAS, YNLL is a Michigan nonprofit organization organized to promote youth sports activities through the operation of its youth baseball and softball program; and

WHEREAS, the TWP is the administrator of certain public park amenities, and

WHEREAS, YNLL and TWP desire to enter this agreement with regard to use the Harris Park and the Facilities contained therein by YNLL and respective obligations of the parties regarding the use and maintenance of the Facilities;

NOW, THEREFORE in consideration of the promises and the mutual covenants and obligations contained herein, the parties agree as follows:

I. Term

This Agreement shall be for a term of two years, beginning on the date of the execution hereof.

II. Option to Renew

This agreement may be renewed at the option but not the obligation of the parties for an additional term, conditioned upon the following:

1. If not in violation of any obligation hereunder, YNLL shall be given the option to renew this agreement for a like term upon conditions set forth by the TWP. If YNLL should desire to renew this agreement it shall do so by giving written notice to TWP prior to January 1 of the year for which the extension is requested.

III. Use of Facilities

1. During the period of March 1, 2008 through September 30, 2008 and March 1, 2009 through September 30, 2009, YNLL shall have the preferred use of the TWP ball fields #1 and #2, the concession stand and batting cage at Harris Park, as assigned by TWP, for regular season, league playoffs and make-up games and practices. At any time the ball fields are not being used by YNLL, TWP may assign such facilities for its own baseball and softball programs. It is understood that TWP programs and certain community events may be scheduled in advance of the release of facilities to YNLL.

2. YNLL understands and agrees that TWP will maintain a master schedule for the Facilities and YNLL will provide schedules of games and practices two weeks prior to the start of the season.
3. YNLL understands and agrees that at times weather and/or field conditions may result in TWP denying the use of certain fields on dates for which approval has been granted. YNLL understands that TWP staff has the authority to deny use of the fields if deemed unsafe to play on.
4. TWP shall at all times have the right to inspect its Facilities being used by YNLL and all YNLL sponsored activities related to the use of such Facilities.
5. If YNLL should desire to use TWP ball fields for additional tournaments, tryouts, or for special events, clinics or programs, YNLL shall make a written request to the TWP a minimum of sixty (60) days prior to the date of the start of the tournament. Any and all additions, tournaments or special programs shall not be included in this agreement, but shall require a separate written agreement between both parties.

IV. Obligation of YNLL

YNLL shall:

1. Provide to TWP the following information three weeks prior to the start of each season (when practices commence):
 - a) Current by-laws for organization.
 - b) Proof of insurance and indemnification naming the Charter Township of Ypsilanti as an additional insured per the Township required language.
 - c) Financial report of all expenditures and revenues from previous year, including balance sheet.
 - d) Proposed budget for upcoming year.
 - e) List of current officers and board members with addresses, phone numbers and e-mail addresses (if applicable). TWP is to be notified of changes within two weeks of appointment.
 - f) Listing of the total number of participants in the YNLL program including the number of Ypsilanti Township residents and the number of participants who reside outside of Ypsilanti Township.
 - g) Execution of this agreement: Provide a copy of the official corporate resolution authorizing the YNLL president or specified designee to execute this agreement on behalf of the YNLL.
2. Provide the following maintenance and repairs in a manner generally equal to normal YTRD maintenance and repair of similar TWP recreational facilities:

- a) Maintain all dugouts, backstops, fences and gates in a safe and secure condition.
 - b) Maintain all turf areas on the fields to include weekly mowing, four annual weed control and fertilizing treatments.
 - c) Provide sand, soil, seed, etc. to be used in leveling or backfilling low areas when deemed necessary.
 - d) Aerate fields a minimum of once annually.
 - e) Prepare diamonds for each game, including lining and base placement.
 - f) Maintain the batting cages.
 - g) Operate and maintain all field lighting systems. The repair and/or replacement of lights, poles, wiring fuses, transformers and other equipment related to the field lighting will be discussed with TWP prior to any work being completed. YNLL and TWP will work together in determining costs for repairs and replacement. The cost of repairs/replacement will be paid by each party at a percentage mutually agreed upon.
 - h) Operate and maintain any field irrigation system and watering schedules of turf areas.
 - i) Maintain restroom facilities, including stocking with paper towels and toilet tissue.
 - j) Report any damages and/or vandalism found or observed on any structure or facility to TWP immediately (including graffiti). The safety of the park users must always remain the top priority.
 - k) Rent a dumpster and maintain it during the course of the season.
3. Schedule an organizational meeting with TWP representatives in January to go over the plan for the upcoming season.
 4. Pay all utility costs (water and electric) for the use of the associated facilities (field lights, concession stand, irrigation system) during their use of the facilities.
 5. Inclement Weather: YNLL will follow, at a minimum, the TWP established policy for postponing/cancelling practices and games due to inclement weather or the threat thereof.
 6. Not discriminate against any person or persons because of race, color, religion, sex, height, weight, marital status, disability or national origin.
 7. Provide documentation that criminal history background investigations were performed on all YNLL coaches and assistant coaches (that have been reviewed and accepted in accordance with their National Little League Charter) before being assigned to coach a team. Proof of background checks shall be provided three weeks prior to the start of each season (when practices commence).
 8. Not engage in any business at TWP facilities or perform any activity that shall be in violation of any existing state or federal law or municipal ordinance. The TWP

reserves the right to exclude any individual or group from its facilities based on conduct, which it determines in its discretion to be objectionable or contrary to community interests. The YNLL hereby consents to the exercise of such authority by TWP over its members, officials, agents and members.

9. Comply with all rules, regulations and Township ordinances as they pertain to the use of Township parks and facilities.

V. Obligations of TWP

TWP shall:

1. Provide use of rooms at the community center for YNLL registration and YNLL Executive Board meetings. Room requests must be made a minimum of three weeks in advance by the designated and mutually agreed upon YNLL representative.
2. Help promote YNLL through resources mutually agreed upon between YNLL & TWP.
3. Maintenance:
 - a) Maintain all bleachers in a safe and secure condition.
 - b) Remove trash that has been deposited in trash receptacles as warranted.
 - c) Maintain structural integrity of concession stands, restrooms and storage buildings, including repair or replacements of damaged roofs, doors, and windows.
 - d) Maintain all common areas including the parking lot, playground equipment and the turf area outside of the ball diamond areas.

It is understood and agreed to that the TWP obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If TWP is unable to fulfill its obligation due to budget restraints, it will not be obligated to YNLL for any monetary damages.

VI. Assignability and Exclusivity

This Agreement is a privilege for the benefit of YNLL only and may not be assigned in whole or in part by YNLL to any other person or organization. Both parties understand that YNLL use of the Facilities is nonexclusive.

VII. Insurance and Indemnification

YNLL shall at all times during the term of this Agreement maintain in effect general public liability insurance covering the Charter township of Ypsilanti. The Charter Township of Ypsilanti *strictly* adheres to the insurance requirements. These insurance

requirements shall not be waived for any reason. The minimum amount of the policy shall be \$1,000,000 general liability per occurrence. Please read carefully the required insurance that must be obtained. The Charter Township of Ypsilanti shall be named as additional insured on such policy and shall be entitled to thirty (30) days notice of cancellation or changes of any kind.

The wording on the policy **MUST** read:

“...The Charter Township of Ypsilanti and its past, present, and future elected officials, trustees, appointed commissions and boards, agents and employees shall be named as “additional insured” on the General Liability policy with respect to (event, dates, times & location).

This may require an addition to your current policy or an additional policy, either of which could result in extra cost from your insurance carrier.

YNLL shall indemnify and hold harmless the Charter township of Ypsilanti and its officers, agents and employees from and against any and all suits, actions, or claims of any character, type, or description, including all expenses of litigation, court costs and attorney’s fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the act or failure to act of YNLL or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of YNLL as set forth in this Agreement.

VIII. Park and Facility Improvements

1. All improvements to Harris Park and the Facilities therein that YNLL would like to make must have prior approval from TWP and the Ypsilanti Township Park Commission.
2. All Improvements must adhere to all requirements set forth by the Township’s Park Commission and the Community and Economic Development Department.

IX. Severance of Agreement

1. This agreement may be terminated by YNLL upon a sixty (60) day written notification to TWP. YNLL agrees to complete any and all outstanding obligations due to TWP.
2. In the event YNLL fails to fulfill the obligations of this agreement and/or violates the terms of this agreement, TWP may terminate the remainder of the agreement upon a sixty (60) day written notification to YNLL. If the violation of this agreement results in a health and safety issue to the users of the park and facilities, TWP reserves the right to sever this agreement immediately without written notice.


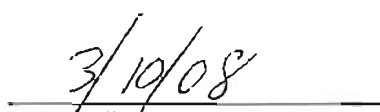
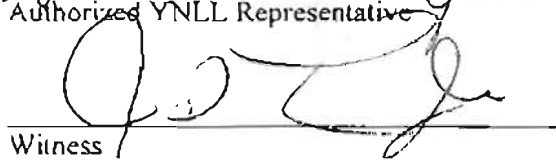
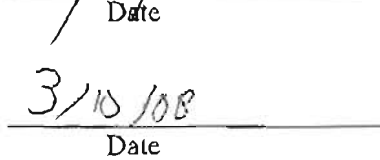
3. In the event YNLL dissolves or no longer desires to use Harris Park, including all facilities therein, all permanent park and facility improvements made by YNLL shall remain in Harris Park and shall become the property of the Charter Township of Ypsilanti.

X. Notices

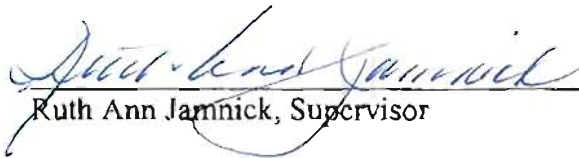
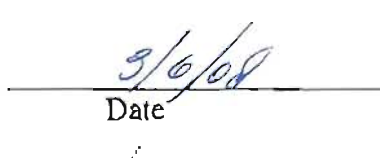
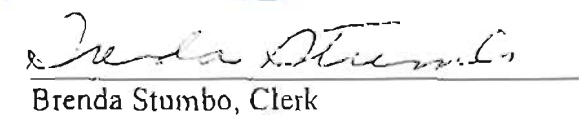
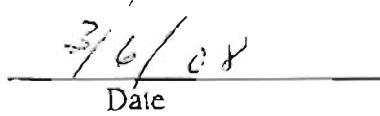
Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed as set forth, but each party may change its address by written notice in accordance with this section.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

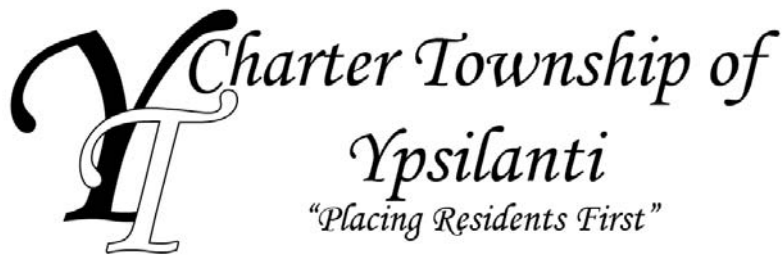
Ypsilanti National Little League

 Authorized YNLL Representative	 Date
 Witness	 Date

Charter Township of Ypsilanti

 Ruth Ann Jannick, Supervisor	 Date
 Brenda Stumbo, Clerk	 Date

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



Supervisor's Office

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

June 10, 2009

Board Members:

The Delores Brice family was told in the early 90's that Ford Heritage Park would be named after their mother, who worked at Ford Motor Company and was instrumental in the Township acquiring the park from them. They have been to the Park Commission on several occasions and a legal opinion was issued that we can't change the name of a park that was purchased with grant dollars.

In an effort to honor the commitment that was made by earlier board members, we would like to recommend to the Park Commission that the internal street be named Brice Boulevard.

Sincerely,

Brenda L. Stumbo, Supervisor

Karen Lovejoy Roe, Clerk

tk


cc: Art Serafinski, Recreation Director
Wm. Douglas Winters, Attorney
Sandy Andresen, Park Commission
File

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



Supervisor's Office

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

TO: Wm. Douglas Winters, Attorney
FROM: Brenda L. Stumbo, Supervisor 
DATE: June 5, 2009
RE: Offer from Washtenaw County to Extend Police Services Contract through December 31, 2010

Please find attached a letter from Curtis Hedger, offering to extend Ypsilanti Township's Police Services Contract through December 31, 2010 with a 2% price increase over the 2009 rates.

Please review the information so the Board may take action at the June 16, 2009 Regular Meeting.

tk

cc: Township Board
Michael Radzik, Police Services Administrator
File

RECEIVED
SUPERVISOR'S OFFICE

MAY 29 2009

YPSILANTI TOWNSHIP

OFFICE OF CORPORATION COUNSEL

220 North Main, P.O. Box 8645
Ann Arbor, Michigan 48107-8645
(734) 222-6745
FAX (734) 222-6758
<http://www.ewashtenaw.org>

May 28, 2009



Brenda Stumbo, Supervisor
Ypsilanti Charter Township
7200 S. Huron River Drive
Ypsilanti, Michigan 48197

Re: Offer to Extend Police Services Contract through December 31, 2010

Dear Ms. Stumbo:

Washtenaw County and the Washtenaw County Sheriff currently contract with Ypsilanti Charter Township to provide police services within the Township through December 31, 2009. The Washtenaw County Board of Commissioners has approved a Resolution (#08-0234) authorizing the County Administrator to propose an Amendment to the Contract which would extend the term of the Contract by an additional year through December 31, 2010 with a 2% price increase over 2009 rates to pay for the cost of such services for the additional year.

I have enclosed three copies of the proposed Amendment to the Contract. If you would like to extend the police services contract for an additional year at a 2% price increase, please execute all three copies and return them to my office at the above-stated address. I will then obtain the necessary County signatures and return one fully executed original to you.

Please feel free to e-mail (hedgerc@ewashtenaw.org) or call (734) 222-6745 if you have any questions on this matter.

Very truly yours,

Curtis N. Hedger
Curtis N. Hedger

AMENDMENT TO THE WASHTENAW COUNTY POLICE SERVICES CONTRACT WITH
YPSILANTI CHARTER TOWNSHIP

WHEREAS, Washtenaw County, ("County") the Washtenaw County Sheriff ("Sheriff") and Ypsilanti Charter Township ("Township") executed a Contract calling for the County, through its Sheriff's Office, to provide road patrol and other law enforcement services to the Township from December 5, 2006 through December 31, 2009; and

WHEREAS, the parties have discussed extending the current Contract by an additional year through December 31, 2010 with a 2% increase in the price of such police services for the additional year.

NOW THEREFORE, the parties agree to amend the current Police Services Contract as follows:

Replace the fifth "WHEREAS" clause on the front page of the Contract with the following language:

WHEREAS, it is now necessary to execute new contracts effective December 5, 2006 through December 31, 2010, to insure the seamless continuation of police services for those communities; and

Replace the last paragraph of Article I-A with the following language:

For the last three years of this Contract (January 1, 2008—December 31, 2010), the County will continue to provide road patrol and other law enforcement services pursuant to a model to be determined as explained in this Contract.

In Article II-COMPENSATION, replace any reference to the last or final two years of the Contract with the last or final three years of this Contract and replace any reference to 2009 or to December 31, 2009, with 2010 or December 31, 2010.

Replace the first sentence of Article V-Term with the following sentence:

The term of this contract shall begin when it is fully executed by the parties and extend through December 31, 2010.

In Exhibit B to the Contract add the following language:

2010 Police Service Costs—Increase by 2% from 2009 Rate

- "No-Fill" Deputy (80 bi-weekly hours; 2080 annual hours)—The price of each contracted for deputy in 2010 is \$122,020.00
- Sergeant—The total price for each sergeant is \$143,505.00. The pro rata price for sergeants is \$19,133.00 for each contracted for deputy (i.e. if 4 deputies are under contract, the price for sergeants would be \$76,532.00 (\$19,133.00 x 4 deputies)).

- Lieutenant—The total price for each lieutenant is \$160,130.00. The pro rate price for lieutenants is \$3,650.00 for each contracted for deputy (i.e. if 4 deputies are under contract, the price for lieutenants would be \$14,600.00 (\$3,650.00 x 4 deputies)).

Specific Price for Ypsilanti Charter Township for 2008-2010

- The specific price to Ypsilanti Charter Township for the cost of police services for 2008-2010 will be calculated after the Township notifies the County on or before July 1, 2007 of the number of deputies and related personnel the Township would like to purchase for 2008-2010. The total price for these deputies and personnel will be based upon the prices stated above.

All other terms and conditions of the Contract shall remain in full force and effect throughout the life of the Contract.

YPSILANTI CHARTER TOWNSHIP

WASHTENAW COUNTY

By: _____
Brenda Stumbo (DATE)
Township Supervisor

By: _____
Robert E. Guenzel (DATE)
County Administrator

WASHTENAW COUNTY SHERIFF

ATTESTED TO:

By: _____
Jerry Clayton (DATE)
Sheriff

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

h: contract/amendpsypchtpw

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



Hydro Station

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 483-0776
Fax: (734) 544-3626
www.ytown.org

May 28, 2009

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

Re: Request to waive Financial Policy to allow Thomas Prehoda, P.E. to complete Stability and Rapid Drawdown Analyses for the Ford Lake Dam.

Dear Madame Clerk:

I would like to request the following be placed on the June 16, 2009 Board Agenda.

I am asking the Township Board to authorize Thomas Prehoda, P.E. to provide Professional Services to conduct a Stability Analysis and Rapid Draw Drawdown Analysis at the Ford Lake Dam. These analyses are necessary to fulfill the FERC's comments regarding the last Part 12 report about the project.

Attached is the quote from Prehoda Consulting in the amount of \$ 5,760.00; this expenditure can be appropriated to the 2009 budget line item #252.252.000.801.000.

Barr Engineering provided a cost of \$ 17,000.00.

I am available to answer any questions regarding this request.

Sincerely,

Michael Saranen
Hydro Operation Manager

CC: Jeff Allen, RSD Director
File

PREHODA CONSULTING
CIVIL•GEOTECHNICAL•WATER RESOURCES

3192 LAKEVIEW BOULEVARD
HIGHLAND, MI 48356
Phone/Fax: (248) 529-6840
E-mail: tfprehoda59@yahoo.com

May 21, 2009

Michael Saranen
Hydro Operations Manager
Charter Township of Ypsilanti
7200 Huron River Drive
Ypsilanti, MI 48197

RE: Ford Lake Dam Stability Analyses and Report Proposal

Dear Michael:

Thank you for offering the opportunity to provide the Charter Township of Ypsilanti this proposal regarding the Ford Lake Dam structural stability and embankment stability analyses.

It is understood that the FERC has requested "clean"/legible copies of the stability analyses as an outstanding issue regarding Ford Lake Dam. The original analyses were performed by A. R. Blystra and original clean copies were not provided to the Township. Subsequent analyses performed by Harza supersede portions of the Blystra analyses and were submitted separately. These analyses were reviewed as part of the 2001 FERC Part 12 CSI report and errors found in the analyses were noted and corrected on the available computation sheets. To comply with FERC's request, it is proposed that the stability analyses be re-done in a manner that generally follows the original analyses (previously accepted by FERC) and in accordance with FERC guidelines

Further, it is understood that FERC has requested that a sudden drawdown analysis be performed for the upstream slope of the project embankments. Previous stability analyses performed by A. R. Blystra did not include the sudden drawdown analyses. To comply with FERC's request, it is proposed to perform the sudden drawdown analysis. This analysis will be performed using Slope/W, a computer program produced by GEO-SLOPE International, Ltd. and license to Prehoda Consulting. Performing the sudden drawdown stability analysis requires setting up an embankment configuration complete with soil stratigraphy/zones and properties. Once the embankment configuration has been set up, it requires minimal extra effort to perform all of the FERC embankment stability condition analyses. Therefore it is proposed to perform all of the FERC embankment stability condition analyses for completeness.

Results of the structural stability and embankment stability analyses will be compiled into a single stability analysis document. The following presents the scope of work and costs associated with performance of the work.

Scope of Work

The following presents my understanding of the tasks required to perform the Work:

1. Review Existing Analyses/Drawings:
Existing structural stability analyses and drawings will be reviewed to verify structural weights, load conditions, method of analyses, and other concerns such as factors of safety that may not currently meet FERC criteria or modifications to computations that may improve calculated factors of safety.

Preliminary review of the existing computations indicates that the existing computations are overly conservative in that they do not include portions of the powerhouse and spillway structures which would increase computed factors of safety.
2. Determine Structural Weights and Load Conditions:
Structural weights and load conditions will be determined using dimensions from existing project drawings and standard material unit weights/properties. Structural dimensions will be used to create Auto/CAD drawings from which areas and volumes will be calculated.
3. Perform Structural Stability Analyses:
Structural stability analyses will be performed in accordance with FERC guidelines using the structural weights and load conditions. The analyses will be performed using MS Excel spreadsheets for FERC load conditions: Case I - Normal Pool; Case II - Maximum/Surcharge Pool; Case IIA - Normal Pool, Ice Load; and Case III - Normal Pool, Earthquake. Additionally, Case IA - Normal Pool, Dewatered will be performed for the powerhouse.
4. Perform Embankment Stability Analyses:
Embankment stability analyses will be performed in accordance with FERC guidelines. Soil strength parameters used in previous analyses will be reviewed and verified based on existing soil boring information and generally accepted strength values. No additional soil borings or laboratory testing are required. Spencer's Method of force and moment equilibrium will be used to determine factors of safety for slip surfaces critical to the stability of the embankments. Analyses will be performed for FERC load conditions: Case I - Normal Pool, Upstream Slope; Case II - Normal Pool, Downstream Slope; Case III - Normal Pool, Earthquake Upstream Slope; Case IV - Normal Pool, Downstream Slope; Case V - Maximum/Surcharge Pool, Downstream Slope; and Case VI - Sudden Drawdown, Upstream Slope.
5. Prepare Stability Analysis Report:
A stability analysis report will be prepared to present the stability analysis methodology, loading diagrams, loading calculations, stability analysis computations, stability analysis results, and reference information. A draft version of the report will be submitted to the Township for review and comment. The final report will address the Township's comments. Five (5) hard copies will be submitted to the Township along with a CD containing an electronic (PDF) version of the report and supporting documentation.

A review of project files indicates that I possess copies of all information necessary to perform the work. However, if additional information is required, it is assumed that the Township will provide available information required for performance of the work. The scope of work is limited to the stability analyses of the powerhouse and spillway structures and embankment stability analyses.

Cost of Work

It is proposed that the work be performed on a Lump Sum basis in accordance with the not-to-exceed the proposed budget. All costs associated with performance of the work are included therein. No additional work will be performed without the expressed written consent of the Charter Township of Ypsilanti. Any

additional requested work will be performed on a time and expense basis in accordance with the attached 2009 Fee Schedule.

1. Review Available Analyses/Drawings:	\$400.00
2. Determine Structural Weights and Load Conditions:	\$1,800.00
3. Perform Structural Stability Analysis:	\$1,400.00
4. Perform Embankment Stability Analysis:	\$960.00
5. Prepare Stability Analysis Report:	<u>\$1,200.00</u>
Proposal Budget	\$5,760.00

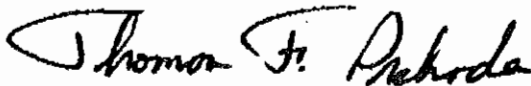
Schedule

Prehoda Consulting proposes to perform the work and submit a draft (review) report to the Township for review and comment within 60 days of the notice to begin work. A final report will be prepared and submitted to the Township within 14 days of receipt of review comments.

If the Township finds this proposal to perform the engineering services requested acceptable, I am willing to work with a written agreement (Work Order) based on the scope and cost herein. A copy of said agreement is attached for review.

The opportunity to provide you with this proposal is appreciated. Please contact me at (248) 529-6840 or via E-mail at tjprehoda59@yahoo.com, if you have any questions or comments.

Sincerely,



Thomas F. Prehoda, P.E.

Attachments:

Detailed Cost Proposal
2009 Fee Schedule
Work Order

**Charter Township of Ypsilanti
Ford Lake Dam Hydro Operations
Stability Analyses and Report
Detailed Cost Proposal**

Item	Description	Senior Engineer \$100	Project Engineer \$80	Tech/WP \$60	Time	Expenses	Extension
1.	Review Available Analyses/Drawings						
	Review Existing Analyses & Drawings		5		\$400		\$400
2.	Determine Structural Weights and Load Conditions						
	Prepare Sections - Areas, Volumes & Weights		12	14	\$1,800		\$1,800
3.	Perform Structural Stability Analyses						
	Perform Analyses		10	10	\$1,400		\$1,400
4.	Perform Embankment Stability Analyses						
	Prepare Sections & Perform Analyses		12		\$960		\$960
5.	Prepare Stability Analysis Report						
	Prepare/Submit Draft & Final Reports	2	8	6	\$1,200		\$1,200
TOTAL		2	47	30	\$5,760	\$0	\$5,760

PREHODA CONSULTING
CIVIL•GEOTECHNICAL•WATER RESOURCES

3192 LAKEVIEW BOULEVARD
HIGHLAND, MI 48356
Phone/Fax: (248) 529-6840
E-mail: tfprehoda59@yahoo.com

2009 FEE SCHEDULE

Senior Consultant.....	\$175 - \$120 per hr.
Senior Engineer.....	\$120 - \$100 per hr.
Project Engineer.....	\$110 - \$80 per hr.
Engineering Technician.....	\$90 - \$70 per hr.
Support Staff.....	\$80 - \$60 per hr.

Expenses:

Equipment rental and field services (such as surveying, soil borings, laboratory testing, and field testing) will be invoiced at cost.
Miscellaneous expenses (such as telephone, copying and binding, shipping, and travel expenses) will be invoiced at cost.
Mileage will be charged at \$0.45 per mile.

Terms:

Balance due 30 days from date of invoice.
18% A.P.R. charged after 90 days on unpaid balance of invoices.
Work put on hold when balance due exceeds 90 days.
All reports and work not yet delivered will be retained when balance due exceeds 90 days until payment of invoice(s) plus interest as stated above.

Note: *PREHODA CONSULTING* retains the right to modify the above Fee Schedule.
A 30-day notice will be provided prior to Fee Schedule modification.

PREHODA CONSULTING
CIVIL • GEOTECHNICAL • WATER RESOURCES

3192 LAKEVIEW BOULEVARD
HIGHLAND, MI 48356
Phone/Fax: (248) 529-6840
E-mail: tfprchoda59@yahoo.com

Professional Services Contract

Services to be Furnished Under This Agreement

Applicable to Agreement Dated: _____

Between:

PREHODA CONSULTING
(Consultant)
3192 Lakeview Boulevard
Highland, MI 48356

Charter Township of Ypsilanti
(Client)
Ford Lake Dam Hydro Operations
7200 Huron Rive Drive
Ypsilanti, MI 48197

Designated Representative:

Designated Representative:

Thomas F. Prehoda, P.E.

I. Scope Language

The scope of work includes professional engineering services to perform the structural stability and embankment stability analyses in accordance with the **Ford Lake Dam Stability Analyses and Report Proposal** dated May 21, 2009, prepared by Prehoda Consulting.

II. Maximum Compensation and Assumptions ("Service Assumptions") Upon Which Maximum is Based

Engineering services described in the proposal for the work will be performed for a Lump Sum cost of \$5,760 to be invoiced upon completion and acceptance of the work.

III. Schedule and Assumptions Upon Which Schedule is Based

Prehoda Consulting will perform the work and submit a draft (review) report to the Township for review and comment within 60 days of the notice to begin work. A final report will be prepared and submitted to the Township within 14 days of receipt of review comments. The final report will be submitted to the Township as a hard copy and in electronic (PDF) format.

ACCEPTED AND AGREED TO:

PREHODA CONSULTING

CHARTER TOWNSHIP OF YPSILANTI

By: _____

By: _____

Title: _____

Title: _____

Date: _____

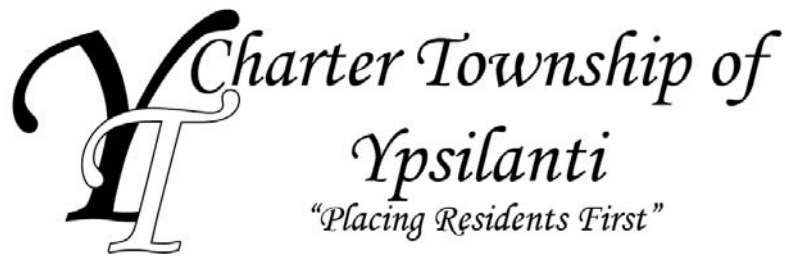
Date: _____

3192 Lakeview Boulevard
Highland, MI 48356

PREHODA CONSULTING
CIVIL • GEOTECHNICAL • WATER RESOURCES
ANALYSIS/DESIGN/CONSTRUCTION

Phone/Fax: (248) 529-6840
E-mail: tfprehoda59@yahoo.com

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



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 8, 2009
Subject: Retain Professional Services For Design and Bid of New Crosswalks

Please accept the proposal from OHM Engineering Advisors for professional design services for two pedestrian crossings. These would be 1) across S. Huron River Dr., allowing access to Ford Heritage Park from Ford Lake Heights and 2) across Textile Rd. allowing access to the same park from the Preserves subdivision.

The attached proposal from OHM is for \$4,500 and includes a topographical survey of each location and the design of the crosswalks. The proposal includes an option for project bidding for an additional amount not to exceed \$1,800 to bid the contract from a select bidder's list. For this additional amount, the contract documents as prepared will include instructions to bidders, supplemental specifications, and a method of payment section. As typical of OHM work in the past, it will also include the agreement and general conditions.

The total amount of this work is not to exceed \$6,300. This is a budgeted item for bike paths and would be charged to account 212.970.000.997.000.

Over the past year, we have received an increasing amount of phone calls from residents asking for a safer way to cross these two busy streets to get into the park. The Washtenaw County Road Commission will provide painted crosswalks across the street and all the work will be done in compliance with ADA requirements.

We received a quote from the Washtenaw County Road Commission for engineering this same work for \$6,000; however, their quote did not include a detailed plan set and preparation of any contract documents.

Final project costs will come back to the Board for final approval.

June 8, 2009



CHARTER TOWNSHIP OF YPSILANTI
7200 S. Huron River Drive
Ypsilanti, Michigan 48197

Attention: Jeff Allen
Residential Services

Subject: Huron River Drive and Textile Road Pedestrian Crossings

Dear Mr. Allen:

Per a recent discussion, we understand that the Charter Township of Ypsilanti is interested in constructing a pedestrian crossing along Huron River Drive near the intersection of Indian Trail Drive or Lake Crest Drive. Also, it was suggested that a similar crossing be installed at the Ford Lake Park crossing at Textile Road. Orchard, Hiltz & McCliment, Inc. (OHM) is pleased to submit this proposal for professional design services for the of these improvement projects. OHM has also considered the possibility of this being bid publicly and the fact that the township may need assistance with bidding and associated administration of the contract. This effort and inspection are listed as optional tasks and could be added at a later time. We feel that Tasks 1 and 2 are equivalent to the tasks outlined in the Washtenaw County Road Commission (WCRC) Proposal.

PROJECT UNDERSTANDING

The Township envisions creating a north-south pedestrian connection between the Ford Lake Heights Subdivision and Ford Lake Village Subdivision. The connection would provide a link for Ford Lake Heights residents to access Ford Heritage Park and other points south within the Township. In addition, another north south Crossing of Textile road near Ford Lake Park would be created further connecting other parts of the Township. The pedestrian connection will conform to all ADA and Traffic & Safety Requirements. The work will be performed under a permit from the Washtenaw County Road Commission (WCRC) and OHM will work closely with them to include the necessary details to the design plans.

PROJECT SCOPE

Task 1 – Preliminary Evaluation and Topographic Survey

Under this task, OHM will evaluate the potential locations with respect to the three factors: existing pedestrian movement patterns, ADA compliance and traffic & safety. Once selected based on pedestrian safety and ease of construction, OHM will conduct a topographic survey in the areas of the proposed cross walk. The topographic survey will be based on NAVD '88 Vertical Datum and will be composed of the following areas of work:

- Collect ground topographic data of the existing sidewalk, curb & gutter, pavement and any utilities within the selected intersection.
- Collect centerline elevations east and west of the proposed crossing.
- Locate any trees or other physical objects within the right of way within potential clear zones.

Task 2 – Engineering Design

OHM will prepare construction drawings for proposed improvements at the selected intersection. The drawings will include detail grading plans for proposed ADA-compliant sidewalk ramps as well as a signing and pavement marking plan as required by WCRC. Coordination time with the WCRC is included. Upon completion of the design, the plans will be submitted for the WCRC for permitting. OHM will also bring sidewalk ramps within close proximity of the crossing (50 ft) into compliance. OHM will include all information on the plan set so adequate quotes can be received by the Township by the contractors reviewing the design plans.

Task 3 – Project Bidding - **Optional**

If needed, OHM will prepare a contract specification booklet suitable for public bidding. This booklet will contain instructions to bidders, supplemental specifications and a method of payment section as well as the agreement and general conditions sections typical to our other contract books OHM has prepared for the township in the past. OHM will coordinate the advertisement and will conduct bidding for the project. After evaluating bids and the standing of their respective contractors, a letter of recommendation will be issued. If a purchase order is used and this task is not desired then this task can be eliminated from the scope.

Task 4 – Construction Services - **Optional**

If desired, OHM can provide construction engineering and contract administration services. OHM will also provide as needed staking for the proposed sidewalks to ensure that ADA compliant walks are constructed according to the permitted plan. During construction, OHM will provide spot inspection and prior to construction hold a preconstruction meeting with the selected contractor.

Upon completion of the work, OHM will prepare one pay estimate for the work and will process closeout paperwork.

PROJECT FEE

The following tasks would be completed on an hourly not to exceed basis and billed monthly per our continuing services agreement.

<u>Task</u>	<u>Deliverable</u>
Task 1.....	\$2,000.00
Task 2.....	\$2,500.00
TOTAL FEE.....	\$4,500.00 w/o optional Task 3 and 4
Task 3.....	\$1,800.00 (optional)
Task 4.....	\$2,400.00 (optional)
TOTAL FEE	\$8,700.00 w/ optional Task 3 and 4

Mr. Jeff Allen
June 8, 2009
Page 3 of 3

FURTHER CLARIFICATIONS AND ASSUMPTIONS

Review and permitting fees from the Washtenaw County Road Commission for the proposed work within Huron River Drive and Textile Road have not included in the project fee.

DELIVERABLES

<u>Task</u>	<u>Deliverable</u>
Task 1-----	Digital Topographic Survey and pdf of base plans.
Task 2-----	WCRC Permit, and complete plans (2 sets) and (1) digital copy
Task 3 (OPTIONAL)-----	Executed Contract, Letter of Recommendation
Task 4 (OPTIONAL)-----	Pay Estimates, Balancing Change Order & Closeout Paperwork

BASIS OF PAYMENT

OHM will invoice Township on a monthly basis in accordance with the continuing services agreement between OHM and the Township.

We thank you for this opportunity to provide professional engineering services. Should there be any questions, please contact us. Should you find our proposal acceptable, please execute both copies of the attached agreement and return one copy to us for our files.

Sincerely,

ORCHARD, HILTZ & McCLIMENT, INC.



Matthew D. Parks, P.E.

Enclosures: *Hourly Rate Schedule*

CHARTER TOWNSHIP OF YPSILANTI

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

RESOLUTION 2009-13

Whereas, the Charter Township of Ypsilanti Board of Trustees (Board) finds that certain compounds containing phosphorus, which are contained in manufactured fertilizer, when used in the Township of Ypsilanti, enter the Township's and neighboring communities' water resources including wetlands and watercourses, resulting in excessive and accelerated growth of algae and aquatic plants which is detrimental to these resources; and

Whereas, the Board finds that reduction of the use of manufactured fertilizers containing phosphorus will assist the Township in reducing the amount of phosphorus that enters the Township's and neighboring communities' water resources which is desirable to protect the health, safety, and welfare of the Township's residents and those residents of neighboring communities. Further such action will bring the Township into compliance with requirements of Michigan Department of Environmental Quality's Total Maximum Daily Load limitation for the Middle Huron River and Associated Tributaries and related National Pollutant Discharge Elimination System permit limits pursuant to the Federal Water Pollution Control Act, as amended and the United States Environmental Protection Agency's Water Quality Planning and Management Regulations, as amended; and

Whereas, the Board finds that most mature topsoil in the Township has a sufficient level of phosphorus, occurring naturally to promote adequate turf root growth; and

Whereas, proposed Ordinance 2009-392 regulates the application of manufactured fertilizers only on turf areas and not on or in areas such as gardens, farms, or landscape amenities; and

Now therefore, be it resolved, that the Charter Township of Ypsilanti Board of Trustees hereby adopts and incorporates by reference, Ordinance #2009-392 as attached in its entirety, which ordinance regulates the application of manufactured fertilizer within the boundaries of the Charter Township of Ypsilanti.

PROPOSED ORDINANCE NO. 2009-392

An ordinance to regulate the application of phosphorus fertilizers in the Charter Township of Ypsilanti, Washtenaw County, Michigan

The Charter Township of Ypsilanti hereby ordains that Chapter 66 “Vegetation” of the Township’s Code of Ordinances shall be amended as follows:

Add a new Article IV. Manufactured Fertilizer Ordinance to read as follows:

Section 66-71. Title

The ordinance shall be known and may be cited as the Charter Township of Ypsilanti (Township) “Manufactured Fertilizer” Ordinance.

Section 66-72. Purpose

(1) The Township Board of Trustees finds that certain compounds containing phosphorus, which are contained in manufactured fertilizer, when used in the Township of Ypsilanti, enter into the Township’s and neighboring communities’ water resources, including wetlands and watercourses, resulting in excessive and accelerated growth of algae and aquatic plants which is detrimental to these resources.

(2) The Township Board of Trustees finds that reduction of the use of manufactured fertilizers containing phosphorus will assist the Township in reducing the amount of phosphorus that enters the Township’s and neighboring communities’ water resources as required by the Michigan Department of Environmental Quality’s Total Maximum Daily Load (TMDL) limitation for the Middle Huron River and Associated Tributaries and related National Pollutant Discharge Elimination System (NPDES) permit limits pursuant to the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended and the United States Environmental Protection Agency’s Water Quality Planning and Management Regulations (40 C.F.R. part 130), as amended.

(3) The Township Board of Trustees finds that most mature topsoil in the Township has a sufficient level of phosphorus, which occurs naturally to promote adequate turf root growth.

(4) It is the purpose and intent of this chapter to regulate the use and application of manufactured fertilizers only on turf areas and not on or in areas such as gardens, farms, or landscape amenities.

Section 66-73. Definitions

For the purposes of this chapter, the following words and phrases shall have the meanings described in this section:

(1) **Applicator** means any person who applies manufactured fertilizer in the Township including, but not limited to, commercial applicators, homeowners, and occupants of rental property, property managers, independent contractors and agents for any of these entities.

(2) **Fertilizer Program Administrator (FPA)** means the person designated to administer this chapter by the Township Board.

(3) **General turf** means nonagricultural land managed using turf grasses including but not limited to home lawns, cemeteries, park areas as well as commercial, school, university and government grounds. General turf does not include vegetable and flower gardens, forage production, sod farms, or other agricultural use.

(4) **Manufactured fertilizer** means a commercially manufactured substance containing one or more recognized plant nutrients, which is used for its plant nutrient content and which is designed for use, or claimed to have, in promoting plant growth. Fertilizer does not include unmanipulated animal and vegetable manures, marl, lime, limestone, and wood ashes.

(5) **Soil test** means a set of scientific measurements that determine the basic texture of soil, the pH level of the soil, and the various nutrient levels of phosphorus, potassium, calcium and magnesium in soil, for the purpose of providing a fertilizer recommendation regarding the amount of nutrients and rate of application or nutrients for general turf growth.

(6) **Soil testing service** means a company, organization, or Township service unit designated by the Fertilizer Program Administrator to perform soil tests and recommend fertilizer application rates.

Section 66-74. Regulation of the use and application of manufactured fertilizer.

(1) Manufactured fertilizer shall not be applied to any commercial, industrial, residential or public development prior to April 1st or after November 15th in any year due to the inability of frozen soil to absorb nutrients, unless the soil temperature at a depth of two inches has been measured, and is greater than 37° Fahrenheit.

(2) For any commercial, industrial, residential and public developments in the Township, manufactured fertilizer shall not be applied or stored uncontained on driveways, parking lots, streets, sidewalks, or other impervious surfaces, unless removed within one hour of application or storage.

(3) Manufactured fertilizer shall not be applied in any natural features open space, or within twenty-five feet of any wetland, watercourse, or storm water retention or detention basin.

Section 66-75. Regulation of the use and application of manufactured fertilizer containing phosphorus

(1) Manufactured fertilizer that contains any amount of phosphorus or a compound containing phosphorus, such as phosphate, shall not be applied to general turf within the Township for any commercial, industrial, residential and public developments, except under one or both of the following conditions:

a. Application of manufactured fertilizer to an area where general turf is being established from seed or sod, during the first growing season of the seed or sod.

b. Application of manufactured fertilizer that is exempt under Section 66-76 of this chapter.

(2) Manufactured fertilizer containing any amount of phosphorus or a compound containing phosphorus shall be watered into the soil within fourteen hours of application so that the fertilizer is immobilized and prevented from loss by runoff.

Section 66-76. Exemption for the use and application of manufactured fertilizer containing phosphorus

(1) The prohibition against the application of manufactured fertilizer containing any amount of phosphorus or a compound containing phosphorus shall not apply to general turf areas where a soil test completed within the last three years has indicated that the level of phosphorus in the soil is insufficient to support turf growth.

(2) A level of phosphorus in a soil test that is less than or equal to 10 parts per million indicates that the level of phosphorus in the soil is insufficient to support turf growth.

(3) The application of manufactured fertilizer allowed under this section shall not exceed the amount or rate of application of phosphorus or a compound containing phosphorus recommended by the soil test.

Section 66-77. Soil testing

(1) A soil sample or samples shall be taken from the general turf area on which an applicator is proposing to apply manufactured fertilizer containing phosphorus or a compound containing phosphorus, following the procedure required by the soil testing service. The FPA may require the applicator to provide such confirmation as is required to confirm the origin of the sample or samples.

(2) The applicator shall submit the soil sample to the soil testing service, following the procedure required by the soil testing service.

(3) The soil testing service shall determine the rate and application of manufactured fertilizer containing phosphorus based on the results of the soil test and the requirements of this chapter.

(4) The results of the soil test shall be maintained for a period of three years following receipt of the test by the applicator.

(5) The applicator shall provide a copy of the soil test results to the FPA within forty-eight (48) hours of a written request for the test results by the FPA or other persons designated by the Township Board to enforce this chapter.

Section 66-78. Registration

All commercial fertilizer applicators shall be required to register by completing a form prepared by the Township and by paying a fee in the amount determined by resolution of the Township Board of Trustees. The form shall include the fertilizer applicator's agreement to provide, upon request, test reports showing the chemical content of fertilizers used in the Township. Registrations are effective for one (1) year. The Board may revoke a registration for up to one (1) year if after a public hearing, following proper notice to the fertilizer applicator, it determines that applicator has violated this article. None of the entities covered by this article may conduct business in the Township without a valid current registration.

Section 66-79. Public Information

If the Township makes available a brochure explaining the terms and purposes of this article:

- 1) No person shall sell fertilizer without giving the buyer a copy of the brochure.
- 2) No fertilizer applicator shall apply fertilizer without giving the general turf owner a copy of the brochure.

Section 66-80. Enforcement

- 1) Violation of this ordinance is a municipal civil infraction, for which the fine for each violation of this chapter shall be no less than \$250.00 per incident. The fine for each violation of this chapter by a commercial applicator, property manager, independent contractor or agent for any of these entities shall be no less than \$500.00 per incident.

Severability

The various parts, sentences, paragraphs and clauses of this ordinance are severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall not be affected.

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.

RESOLUTION 2009-18

Whereas, at its regularly scheduled meeting held Tuesday, May 26, 2009 the Charter Township of Ypsilanti (“Township”) Planning Commission (“Commission”) recommended approval to the Township Board of Trustees (“Board”) of an amendment of Article XX, Sections 2000 and 2001 of the Township’s Zoning Ordinance to reduce the front yard setback of dwellings within the R-5 one-family residential zoning district from 25 to 20 feet as well as recommended an increase in the allowable amount of overall lot coverage from 30 to 35% ; and

Whereas, the Commission recommends these changes to the Township Board in order to help promote additional investment within the R-5 communities which contains many homes constructed during the period of the 1940’s through the 1960’s and which do not currently meet the minimum 25 foot setback requirement in order for residents to make improvements to the front of these homes such as an enclosed porch or addition; and

Whereas, currently, a resident who seeks to enclose even an existing front porch area must go to the Township Zoning Board of Appeals and seek a variance, an exercise which the proposed ordinance amendment would eliminate; and

Whereas, proposed Ordinance #2009-395 amends Article XX, Sections 2000 and 2001 of the Township’s zoning code so as to reduce the current front yard setback from 25 to 20 feet and allow an increase in overall lot coverage from 30 to 35%; and

Now therefore, be it resolved, that the Charter Township of Ypsilanti Board of Trustees hereby adopts and incorporates by reference, Ordinance #2009-395 as attached in its entirety, as if more particularly set forth herein, which Ordinance amends Article XX, Sections 2000 and 2001 of the Township's zoning code so as to reduce the current front yard setback from 25 to 20 feet and allows an increase in overall lot coverage from 30 to 35%.

PROPOSED ORDINANCE NO. 2009-395

An Ordinance amending, Sections 2000 and 2001 of Article XX. Schedule of Regulation of Ordinance No. 74 the Township's Zoning Ordinance adopted May 18, 1994 changing front yard setbacks and lot coverage requirements.

The Charter Township of Ypsilanti hereby ordains that Ordinance No. 74 adopted May 18, 1994, the Township Zoning Ordinance, shall be amended as follows:

Delete existing Sections 2000 and 2001 of Article XX. Schedule of Regulations in their entirety.

Add new Sections 2000 and 2001 of Article XX. Schedule of Regulations to read as follows:

ARTICLE XX. SCHEDULE OF REGULATION

Sec. 2000. Schedule limiting height, bulk, density and area by zoning district, residential districts:

Zoning District (ee)	Minimum Zoning Lot Size Per Unit (b, z, cc)		Maximum Height of Structures		Minimum Yard Setback (per lot in feet) (d, I, j, k, r, w, x, y, bb)				Minimum Ground Floor Area Per Unit (sq. Ft.)	Maximum % of Lot Area Cover (by all buildings)
	Area in Sq. Ft. (a, aa)	Width in Feet (c)	In Stories	In Feet (g)	Front (m)	Side (n)		Rear (n)		
						Least	Total of Two			
R-1 one-family residential	32,500	100	2	25	25	12(e)	25	35	1 story 1,200 2 story 900	30
R-2 one-family residential	21,780	90	2	25	25	10(e)	20	35	1 story 900 2 story 720	30
R-3 one-family residential	14,000	80	2	25	25	5(e)	16	35	1 story 720 2 story 600	30
R-4 one-family residential	8,400	60	2	25	25	5(e)	16	35	1 story 720 2 story 600	30
R-5 one-family residential	5,400	50	2	25	20	5(e)	16	35	1 story 720 2 story 600	35
RM-1 multiple-family	(f)	--	2	25	30(l)	30(l)	60(l)	30(l)	Eff. 350 1 br. 500	15

RM-2 multiple-family	(f)	--	3	35	30(l)	30(l)	60(l)	30(l)	2 br. 700 3 br. 900 4 br. 1,100	25
RM-3 multiple-family	(f)	--	4	45	40(l)	40(l)	80(l)	50(l)	Eff. 350 1 br. 500 2 br. 700	15
RM-4 multiple-family	(f)	--	No Maximum (h)		50(l)	50(l)	100(l)	50(l)	3 br. 900 4 br. 1,100	15
RM-5 townhouse residential	(f)	--	3	35	10(dd)	10		10	Minimum total area/unit 1,000	None
MHP mobile home park	5,500	(v)	(v)	25(v)	(v)	(v)	(v)	(v)	600(v)	(v)
PD planned development	See article XIX for standards									

(Ord. No. 94-133, 8-16-94; Ord. No. 96-154, 10-15-96; Ord. No. 97-164, 2-28-97; Ord. No. 97-165, 4-25-97; Ord. No. 97-172, 10-7-97; Ord. No. 99-202, 3-16-99; Ord. No. 99-224, § V, 8-3-99; Ord. No. 2000-241, 2-14-00; Ord. No. 2001-288, 12-18-01; Ord. No. 2003-329, 1-20-04)

Sec. 2001. Schedule limiting height, bulk, density and area by zoning district, commercial, office and industrial districts:

(k)(2) Terraces, decks and porches: Open porches may project into a required front yard up to 15 feet, with the exception of the R-5 one-family residential district where the open porch projection may not exceed 10-feet. Open porches, decks and paved terraces may project up to 30 percent into a required minimum side or rear yard and may exceed the maximum permitted lot coverage by up to three percent.

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.

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



**Office of Community
Standards**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 485-3943
Fax: (734) 484-5151
www.ytown.org

Memorandum

To: Township Board of Trustees
From: Joe Lawson, Planning Coordinator
Date: June 4, 2009
Re: Ordinance Text Amendment – Article XX, Sections 2000 & 2001

Please be advised that on the evening of May 26, 2009, the Township Planning Commission held a public hearing to consider an ordinance text amendment to Article XX, Section 2000 of the Township Zoning Ordinance to reduce the front yard setback of a dwelling within the R-5 one-family residential zoning district from 25-feet to 20-feet. In addition to the reduction of the required front yard setback, the Planning Commission also recommended an increase in the allowable amount of overall lot coverage from 30% to 35%.

The proposed changes are being recommended in order to help promote additional investment within the R-5 communities. Many homes within the R-5 zoning districts were constructed during the 1940s through the 1960s. Many of these homes do not currently meet the minimum 25-foot setback and thus in order for a resident to make improvements to the front of the home, such as an enclosed porch or an addition, the resident must first seek a variance from the Zoning Board of Appeals. The proposed text amendment would allow for such improvements without the need for a variance.

Recommendation:

Staff recommends approval of the proposed Ordinance Text Amendment to Article XX, Sections 2000 and 2001 of the Township Zoning Ordinance for the reduction of the required front yard setback, within an R-5, one-family residential zoning district, from 25-feet to 20-feet in addition to increasing to total allow lot coverage from 30% to 35% in order to promote investment within the designated district.

Please include this item on the next available Township Board meeting agenda.

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MEMORANDUM

May 26, 2009

To: Planning Commission

From: Joe Lawson, Planning Coordinator

Re: **Zoning Ordinance Text Amendment, Article XX, Sections 2000 & 2001.**

Please be advised that the Office of Community Standards has recently had an influx of inquiries and permit applications for the remodeling of single-family homes. Due to the difficult economic situation, many home owners have decided to improve their existing home as opposed to selling and purchasing a new home. With that said, this department has been faced with an issue related to setbacks, particularly for homes within the more established portions of the Township. Attached you will find the proposed amendment to the Township Zoning Ordinance, Schedule of Regulations. As you will note, the proposed amendment would reduce the front yard setback of a single-family residence within the R-5 zoning district. The reduction of 5-feet, reducing the required setback from 25-feet to 20-feet, would provide the home owner an opportunity to either construct an addition onto the home or to enclose an existing front porch without the need for a variance.

Also noted for consideration within this section is the total lot coverage percentage. Current ordinance allows for the total lot coverage not to exceed 30%, if the proposed amendment is approved, it is recommended that the total lot coverage percentage within the R-5 district also be considered for amendment. Staff recommends a total lot coverage not to exceed 35%. This will allow the additional lot coverage necessary to utilize the amended setbacks, once again without the need for a variance. The draft version of the text as reviewed by staff and Township Attorney McLain is included herewith.

Action:

Should the Planning Commission agree with the recommendation of staff, It is recommended that the Commission recommend approval of said amendment to the Township Board of Trustees.

Recommended Motion:

“I move to recommend approval to the Township Board of Trustees, the Ordinance Text amendment; Article XX, Section 2000 as noted within the staff recommendation Dated May 26, 2009 with the following conditions:

- The maximum allowable percentage of lot coverage be increased to 35%.”

ARTICLE XX. SCHEDULE OF REGULATION

Sec. 2000. Schedule limiting height, bulk, density and area by zoning district, residential districts:

Zoning District (ee)	Minimum Zoning Lot Size Per Unit (b, z, cc)		Maximum Height of Structures		Minimum Yard Setback (per lot in feet) (d, I, j, k, r, w, x, y, bb)				Minimum Ground Floor Area Per Unit (sq. Ft.)	Maximum % of Lot Area Cover (by all buildings)
	Area in Sq. Ft. (a, aa)	Width in Feet (c)	In Stories	In Feet (g)	Front (m)	Side (n)		Rear (n)		
						Least	Total of Two			
R-1 one-family residential	32,500	100	2	25	25	12(e)	25	35	1 story 1,200 2 story 900	30
R-2 one-family residential	21,780	90	2	25	25	10(e)	20	35	1 story 900 2 story 720	30
R-3 one-family residential	14,000	80	2	25	25	5(e)	16	35	1 story 720 2 story 600	30
R-4 one-family residential	8,400	60	2	25	25	5(e)	16	35	1 story 720 2 story 600	30
R-5 one-family residential	5,400	50	2	25	20	5(e)	16	35	1 story 720 2 story 600	35
RM-1 multiple-family	(f)	--	2	25	30(l)	30(l)	60(l)	30(l)	Eff. 350 1 br. 500 2 br. 700	15
RM-2 multiple-family	(f)	--	3	35	30(l)	30(l)	60(l)	30(l)	3 br. 900 4 br. 1,100	25
RM-3 multiple-family	(f)	--	4	45	40(l)	40(l)	80(l)	50(l)	Eff. 350 1 br. 500 2 br. 700	15
RM-4 multiple-family	(f)	--	No Maximum (h)		50(l)	50(l)	100(l)	50(l)	3 br. 900 4 br. 1,100	15
RM-5 townhouse residential	(f)	--	3	35	10(dd)	10		10	Minimum total area/unit 1,000	None
MHP mobile home park	5,500	(v)	(v)	25(v)	(v)	(v)	(v)	(v)	600(v)	(v)
PD planned development	See article XIX for standards									

(Ord. No. 94-133, 8-16-94; Ord. No. 96-154, 10-15-96; Ord. No. 97-164, 2-28-97; Ord. No. 97-165, 4-25-97; Ord. No. 97-172, 10-7-97; Ord. No. 99-202, 3-16-99; Ord. No. 99-224, § V, 8-3-99; Ord. No. 2000-241, 2-14-00; Ord. No. 2001-288, 12-18-01; Ord. No. 2003-329, 1-20-04)

Sec. 2001. Schedule limiting height, bulk, density and area by zoning district, commercial, office and industrial districts:

(k)(2) Terraces, decks and porches: Open porches may project into a required front yard up to 15 feet, *with the exception of the R-5 one-family residential district where the open porch projection may not exceed 10-feet.* Open porches, decks and paved terraces may project up to 30 percent into a required minimum side or rear yard and may exceed the maximum permitted lot coverage by up to three percent, provided that the total lot coverage does not exceed 33 percent.

**Changes are noted in RED.

Reed also added that item 5a is not to set a public hearing for May 26, but rather to consider revisions to Article 20.

Motion by Eldridge – *to approve the agenda with the removed item and correction.*
Support: Krieg **MOTION CARRIED - ALL**

Reed read the following into record:

Public Participation

To ensure everyone has the opportunity to speak, the Chairperson may limit the time permitted for each person to speak during public participation. An applicant may be permitted additional time as the Chairperson allows. The Chairperson may also allow persons to speak only once, until all persons have had the opportunity to speak, at which time the Chairperson, in his/her discretion, may permit additional comments.

All comments by the public, staff and the Planning Commission shall be directed to the Chairperson. All comments shall be related to the land use request; unrelated comments shall be ruled out of order.

5. Public hearings and plans for review.
 - a. **PUBLIC HEARING – ORDINANCE TEXT AMENDMENT** – to consider revisions to Article XX, Section 2000 of the Township Zoning Ordinance to reduce the front yard setback of a single family residence, within the R-5 single family residential district, from 25-feet to 20-feet.

Coordinator Lawson gave a summary of the request. He added that the ordinance text change would minimize the amount of variance requests since many older homes in the Township would need such a variance to enclose their front porches. He added that currently the ordinance allows for 30% lot coverage per lot, but with the text amendment he felt that should be raised to 35%.

PUBLIC PORTION OPENED

PUBLIC PORTION CLOSED

COMMISSIONER QUESTIONS

Chair Reed asked how many residents would be able to utilize this change.

Mr. Lawson stated that he didn't have an exact percentage, but added that it would be most neighborhoods in the northeast portion of the Township.

Motion by Brewington – *I move to recommend approval to the Ypsilanti Township Board of Trustees the ordinance text amendment Article XX Section 2000 as noted within the staff recommendation dated May 26, 2009 with the following conditions:*

The maximum allowable percentage of lot coverage be increased to 35%.

Support – Reiser **MOTION CARRIED - ALL**

6. Other matters to be reviewed by the Commission

a. Revised Planning Commission’s Annual Report to the Township Board of Trustees

Chair Reed had a correction to Carolyn Minot’s attendance percentage.

Motion by Krieg – I move that the annual report for the year 2008 of the Planning Commission of the Charter Township of Ypsilanti be approved as amended.

Support: Eldrige **MOTION CARRIED - ALL**

7. Old Business

a. **SPECIAL CONDITIONAL USE – MS. CHARLOTTE KELLEY – 2146 MOELLER AVENUE** -- to consider the special conditional use permit application for the establishment of a child daycare center, providing care for up to 60 children. The proposed daycare center is to be an accessory use to the existing church located at 2146 Moeller Avenue; parcel K-11-24-135-018.

Charlotte Kelley – 42273 Milton Drive Van Buren Township – was available for questions.

PUBLIC COMMENT OPENED

Chair Reed read a letter from Marilyn Kelly into record (attached as Attachment A)

PUBLIC COMMENT CLOSED

COMMISSIONER QUESTIONS

Reiser stated that he went by the location and noticed that the fence was in disrepair.

Ms. Kelley stated they took the fence down and started with the lattice plastic because they thought it would be easier on the children. She added that she then received the information in the mail and then stopped. She stated that they would put a fence back up when she had an approval for the daycare but she has already invested

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**Office of
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7200 S. Huron River Drive
Ypsilanti, MI 48197
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June 8, 2009

To: Karen Lovejoy Roe, Clerk
From: Michael J. Radzik, Director of Community Standards
Subject: **Neighborhood Stabilization Program (NSP) Demolition Contract**

As you know, Ypsilanti Township has been awarded \$200,000 from the federal Neighborhood Stabilization Program designated for demolition of blighted and vacant or foreclosed buildings in low-moderate income areas hardest hit by foreclosures. I have received the enclosed draft contract from the county Office of Community Development (OCD) that will facilitate use of the funds.

In a previous meeting with county OCD staff, our attorney, Doug Winters, proposed establishment of a revolving loan account to expedite demolition projects that may otherwise be delayed or unfunded pending insurance settlements, tax liens or judicial liens. The proposed contract is set up similar to a revolving loan account. The contract states that any program income from insurance companies or tax liens will go into a separate account maintained by the township to be used on eligible NSP demolition projects. This program income has to be spent first on the next eligible demolition project expenses, before new funds can be drawn down out of the \$200,000 contract. All eligible demolition projects must be identified and approved by May 1, 2010 in order to meet the HUD NSP deadline for allocation.

Use of NSP funds pursuant to this contract will benefit the community by expediting the demolition of blighted and vacant or foreclosed buildings that provide a haven for criminal activity and drag down property values. Use of the funds will require close coordination and cooperation between our Office of Community Standards, our attorney's office, and the county Office of Community Development. Staff from each of those offices stand ready to continue to work together to execute this contract.

I am recommending approval of the contract contingent upon review by our attorney. I am requesting that the Supervisor and Clerk be authorized to sign the contract after attorney review and any necessary amendments are made.

Copy: Township Board
Doug Winters, Twp Attorney
Ron Fulton, Building Director

COUNTY OF WASHTENAW COMMUNITY DEVELOPMENT AGREEMENT
NEIGHBORHOOD STABILIZATION PROGRAM (NSP PROGRAM)

This AGREEMENT dated the _____ day of _____, 2009, is between the COUNTY OF WASHTENAW, a municipal corporation, with office located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("COUNTY") and the CHARTER TOWNSHIP OF YPSILANTI, a municipal corporation, with offices located at 7200 South Huron River Drive, Ypsilanti, Michigan 48197, ("TOWNSHIP").

WHEREAS, the COUNTY receives funds from the United States Department of Housing and Urban Development (HUD) pursuant to HUD's Community Development Block Grant Entitlement Communities Grants ("CDBG") and the COUNTY is authorized to award CDBG funds pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301, et. seq.; and

WHEREAS, the COUNTY receives funds from the United States Department of Housing and Urban Development (HUD) pursuant to HUD's Neighborhood Stabilization Program ("NSP") and the COUNTY is authorized to award NSP funds pursuant to Title III of Division B of the Housing and Economic Recovery Act of 2008 (HERA), Public Law 110-289, as amended; and

WHEREAS, the NSP funds are considered CDBG funds and must comply with CDBG regulations, unless stated otherwise; and

WHEREAS, the COUNTY has been designated as an entitlement county for the CDBG Program and NSP Program and acts as the lead entity for the Washtenaw Urban County, which consists of the COUNTY, Ypsilanti Township, Superior Township, Salem Township, Northfield Township, Ann Arbor Township, Scio Township, York Township, the City of Ypsilanti, Pittsfield Township, and Bridgewater Township; and

WHEREAS, the 2008-2009 Demolition Program has been approved by the Urban County Executive Committee for funding under the NSP Program; and

WHEREAS, the TOWNSHIP has agreed to collaborate with the Office of Community Development to manage this demolition program; and

WHEREAS, on November 18, 2008, the Urban County Executive Committee approved the NSP Plan allocating \$500,000 to Demolition,

WHEREAS, the TOWNSHIP will utilize \$200,000 in NSP funding, and any program income generated from this demolition contract as a fund for demolition activities within the NSP eligible census tracts, as specified in this Agreement.

In consideration of the mutual covenants and obligations contained in this Agreement, including the Attachments, and subject to the terms and conditions stated, **THE PARTIES AGREE AS FOLLOWS:**

1. **USE OF FUNDS:** [24 CFR 570.503(b)(1)]
 - A. **SCOPE OF SERVICES:** TOWNSHIP agrees to use COUNTY NSP funds for the eligible costs of contracting with demolition contractors to demolish blighted properties in eligible NSP areas set forth in Attachment C. TOWNSHIP will work with the Office of Community Development to coordinate the bidding and procurement of all services necessary to complete the project and shall perform all services necessary to complete the project as set forth in Attachment A.
 - B. **SCHEDULE:** Timely completion of the work specified in this Agreement is essential. By signing this Agreement, TOWNSHIP agrees to make every effort to ensure that the project will not be delayed. Failure to meet deadlines may result in cancellation of this Agreement and the revocation of COUNTY NSP funds.
 - C. **BUDGET:** TOWNSHIP expressly agrees to complete all work in accordance with the budgets set forth in Attachment B.

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- D. INELIGIBLE ACTIVITIES: **TOWNSHIP** expressly agrees not to use NSP funding for the following prohibited uses: a) purchasing equipment without approval from the Office of Community Development, b) using the funds for operating and maintenance expenses, c) demolishing buildings that do not meet the requirement of blighted, and vacant or foreclosed.
- E. **TOWNSHIP** expressly agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- F. The **TOWNSHIP** will use local funds to pay for any cost overruns that are related to this project. For record keeping purposes, the **TOWNSHIP** will submit a summary of all of the project costs to the Office of Community Development.
- G. **TOWNSHIP** designee will meet with Community Development staff after bids are received to review the project costs and time schedule.

2. RECORDS AND REPORTS: [24 CFR 570.503(b)(2)]

- A. **TOWNSHIP** agrees to maintain all required records and submit reports on forms provided by the COUNTY within two weeks after the end of the program year.
- B. **TOWNSHIP** agrees to prepare and submit reports with every request for reimbursement, or as otherwise directed, to the Director of the Office of Community Development; and to cooperate and confer with him/her as necessary to ensure satisfactory work progress.
- C. **TOWNSHIP** agrees to maintain all records required by the federal regulations specified in 24 CFR 570.206 that are pertinent to the activities funded under this Agreement for a minimum of five years, starting from the date of the submission of the annual performance and evaluation report, in which the specific activity is reported to HUD for the final time. If litigation claims, audits, negotiations or other actions are initiated prior to the expiration of the five-year period, then such records shall be retained until all related issues have been resolved.
- D. All reports, estimates, memoranda and documents submitted by **TOWNSHIP** must be dated and bear designee's name.
- E. All reports made in connection with the Agreement are subject to review and final approval by the COUNTY.
- F. **TOWNSHIP** shall provide an annual project audit of revenues and expenses based upon **TOWNSHIP's** budget calendar.
- G. **TOWNSHIP** agrees to maintain project-related data demonstrating participant and project eligibility for services provided pursuant to this Agreement. Such data includes, but is not limited to, names, addresses, funding amounts, sources and uses of funding, property values, construction records, inspection reports, mortgage and security documents, signed applications, source documentations for household income level or other basis for determining eligibility, and descriptions of services provided. This information shall be made available to COUNTY upon request.
- H. **TOWNSHIP** shall forward copies of all executed subcontracts to the Office of Community Development along with documentation of the selection process.

3. PROGRAM INCOME: [24 CFR 570.503(b)(3)]

Pursuant to 24 CFR 570.504(c), **TOWNSHIP** agrees that program income, unexpected funds or other assets will not be retained by **TOWNSHIP** for other eligible activities, but will be reported to the COUNTY and will be deposited into a TOWNSHIP NSP Program Income Account to be used on eligible NSP demolition projects. The TOWNSHIP'S program income must be drawn down for demolition project costs before additional funds are drawn down from CD from the \$200,000 NSP contract. All provisions of this Agreement shall apply to the specified activities. Transfers of grant funds by the COUNTY to **TOWNSHIP** shall be adjusted according to the principles described in 24 CFR 580.504(b)(2) (i), (ii). Any program income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the COUNTY as required by 24 CFR 570.503(b)(8) as noted in Article 7 of this Agreement.

- 4. **UNIFORM ADMINISTRATIVE REQUIREMENTS:** [24 CFR 570.503(b)(4)]
 - A. Governmental Entities: OMB Circular No. A-87, OMB Circular A-128 as implemented at 24 CFR part 44), and applicable provisions of 24 CFR part 85.
 - B. Non-Profit Entities: OMB Circular No. A-122, OMB Circular No. A-21, and OMB Circular A-133, as set forth in 24 CFR part 45, as applicable.
 - C. Audits: Audits shall be conducted annually. **TOWNSHIP** shall also comply with applicable provisions of OMB Circular A-110, as implemented at 24 CFR part 84.
 - D. Uniform administrative requirements and cost principles. OMB Circular A-128 (implemented at 24 CFR part 44).

5. **OTHER PROGRAM REQUIREMENTS:** [24 CFR 570.503(b)(5)]

TOWNSHIP agrees to comply with the provisions of 24 CFR 570 Subpart K as follows:

- A. Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063, as applicable under 24 CFR 570.601
- B. Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR part 1, as applicable under 24 CFR 570.570.601(a)(1).
- C. Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620), as applicable under 24 CFR 570.601(a)(2)
- D. Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply as applicable under 24 CFR 570.601(b).
- E. In accordance with County regulations and 24 CFR 507.602, Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, sexual orientation, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.
- F. Labor standards.
 - (i) In all construction projects, **TOWNSHIP** agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276a-276a – 5) and Ypsilanti Township Ordinance #69. In accordance with 24 CFR 570.603 (a), the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) applies to the rehabilitation of residential property only if such property contains not less than 8 units.
 - (ii) **TOWNSHIP** agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 276 et. seq.).
 - (iii) **TOWNSHIP** agrees to comply with the regulations in 24 CFR 570.603(b) that apply to the use of volunteers.
 - (iv) **TOWNSHIP** agrees that all of its agents, employees, contractors, and subcontractors will be sufficiently and properly trained to perform activities under this Agreement.
 - (v) In accordance with the Drug-Free Workplace Act of 1998 and the rules found at 24 CFR Part 24, subpart F, **TOWNSHIP** agrees to provide a drug-free workplace.
 - (vi) **TOWNSHIP** agrees to ensure that all subcontracts awarded under this Agreement will be awarded on a fair and open competition basis and in accordance with the Office of Community Development Procurement Policy.
 - (vii) **TOWNSHIP** agrees to comply with the Living Wage Ordinance enacted by the COUNTY requiring covered vendors who execute a service or professional contract with the COUNTY to pay their employees under that contract, a minimum of either \$11.71 per hour with benefits or \$13.76 per hour without benefits. **TOWNSHIP** understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human

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Services poverty guidelines, will be made on or before May 1, 2008 and annually thereafter which amount shall be automatically incorporated into this Agreement. COUNTY agrees to give TOWNSHIP thirty (30) days written notice of such change. TOWNSHIP agrees to post a notice containing the COUNTY'S Living Wage requirements at a location at its place of business accessed by its employees.

- (viii) TOWNSHIP agrees to Equal Opportunity Employment.
- (1) Except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business, TOWNSHIP 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.
 - (2) TOWNSHIP will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of an applicant and the treatment of employees. Affirmative action includes, but is not limited to, employment, upgrading, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
 - (3) TOWNSHIP agrees to post notices containing the 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 TOWNSHIP, 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.

G. National Flood Insurance Program. Pursuant to 24 CFR 570.605, the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under 24 CFR 570. Displacement, relocation, acquisition, and replacement of housing. If property is occupied at the time of this Agreement, TOWNSHIP will comply with the requirements of 24 CFR 570.606. Under the NSP regulations, the TOWNSHIP will not be required to meet the requirements of 42 U.S.C. 5304(d) as implemented at 24 CFR 42.375, which mandates one-for-one replacement of low- and moderate-income dwellings units that are demolished for activities assisted with NSP funds.

I. Employment and contracting opportunities. Pursuant to 24 CFR 570.607, TOWNSHIP shall comply with:

- (i) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p.339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity) and the implementing regulations at 41 CFR chapter 60; and
- (ii) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

J. Lead-based paint. Pursuant to 24 CFR 570.608, TOWNSHIP agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

K. By signing this Contract, Contractor assures the County that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:

- (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;
- (ii) 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, state or local) transaction or contract under a public transaction; 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;
- (iii) 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 section 2, and ;
- (iv) 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.

- L. Conflict of interest. Pursuant to 24 CFR 570.611:
- (i) In the procurement of supplies, equipment, construction, and services the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.
 - (ii) In all other cases, the following provisions apply:
 - (a) **TOWNSHIP** warrants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner with the performance of its services under this Agreement. **TOWNSHIP** further warrants that it will not employ persons having such an interest.
 - (b) These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the COUNTY or of **TOWNSHIP**.
 - (c) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of 24 CFR 570.611(d).
 - (iii) **TOWNSHIP** agrees that no funds received and no personnel employed pursuant to this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code, which is commonly referred to as "The Hatch Act".
- M. Eligibility restrictions for certain resident aliens. In accordance with 24 CFR 570.613, certain individuals are ineligible to receive funds under this program.
- (i) Restriction. Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the Community Development Block Grant Program. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in this program. "Benefits" do not include relocation services and payments to which displacees are entitled by law.
 - (ii) Covered activities. "Covered activities" under this section means activities meeting the requirements of Sec. 570.208(a) that either:
 - (1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or
 - (2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.
 - (iii) Limitation on coverage. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.
 - (iv) Compliance. Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.
- N. Architectural Barriers Act and the Americans with Disabilities Act. Pursuant to 24 CFR 570.614, **TOWNSHIP** agrees to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6), and The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225).
- O. Environmental Standards. Pursuant to 24 CFR Part 58, **TOWNSHIP** agrees to comply with the National Environmental Policy Act of 1969, the Clean Air Act, and the National Historic Preservation Act of 1966, regarding environmental review, decision making, and actions and responsibilities related to the execution of all federally-funded projects.

6. **SUSPENSION AND TERMINATION:** [24 CFR 570.503(b)(7)]

In accordance with 24 CFR 85.43, suspension or termination may occur if **TOWNSHIP** materially fails to comply with any term of this Agreement. This agreement may also be terminated in accordance with the provisions of 24 CFR 85.44.

7. **REVERSION OF ASSETS.** [24 CFR 570.503(b)(8)]

As indicated in Article 3 of this Agreement, **TOWNSHIP** shall transfer to COUNTY any NSP funds on hand at the time of expiration of this Agreement and any accounts receivable attributable to the use of NSP funds. Any real property under **TOWNSHIP**'s control that was acquired or improved in whole or in part with NSP funds in excess of \$25,000 must be used to meet one of the national

objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the COUNTY; or

8. REQUESTS FOR DISBURSEMENT OF FUNDS:

- A. The County shall pay **TOWNSHIP** an amount not to exceed **Two Hundred Thousand Dollars, plus program income generated by this contract (\$200,000.00), in 2008 NSP FUNDING** to accomplish the work detailed in this Agreement. **TOWNSHIP** will comply with established COUNTY disbursement schedules and procedures. NSP funds will be disbursed to the **TOWNSHIP** upon submission of invoices for work completed and inspected. **TOWNSHIP** will provide the CD with proof of interim & final inspections, final project budget (including engineering/project management costs), original Davis-Bacon paperwork, sworn statements from contractors (NSP work separated out from other **TOWNSHIP** work), and waivers of lien w/ final request for reimbursement of NSP-eligible costs. All checks, invoices, contracts, vouchers, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- B. **TOWNSHIP** agrees that all NSP funds will be disbursed within 30 business days of receipt. In no event will a disbursement or further disbursements be made after a notice by the COUNTY of a violation of this Agreement, which violation has not been corrected to the satisfaction of the COUNTY.
- C. **TOWNSHIP** agrees that payments for services, supplies or materials shall not exceed the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished. All cost overruns shall be the responsibility of **TOWNSHIP**.
- D. **TOWNSHIP** will identify and receive CD approval for all eligible demolition properties by May 1, 2010 to utilize the \$200,000 NSP funds and all program income generated by this contract as of May 1, 2010. The County reserves the right to reallocate all NSP funds that have not been allocated to a property by May 1, 2010 in order to meet the HUD NSP deadline of August 1, 2010 to allocate NSP funds to a specific property.

10. ENFORCEMENT OF AGREEMENT: [24 CFR 92.504(c)(3)(vii)]

In the event **TOWNSHIP** breaches this Agreement or any of the loan documents to be executed, the COUNTY shall have full remedies consistent with the purpose of this Agreement and as set forth in the loan documents. Remedies include, but are not limited to: COUNTY providing direction to **TOWNSHIP** in project management; deed restrictions, property liens, appointing a receiver to manage the project according to terms of this Agreement; taking possession of the project and managing it; purchasing the property, and all remedies set forth in the parties loan documents and assignment of rent document, if applicable. It is the intent of the parties that these remedies be exercised in a manner appropriate in light of the breach and that this project shall continue to provide housing for the target population of low-income individuals. In the event of any breach, each lender shall be responsible for enforcement of its own loan/grant documents.

The COUNTY may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that **TOWNSHIP** has failed to comply with the terms and conditions of this Agreement or in the event that funds are no longer available to the COUNTY. The COUNTY shall promptly notify **TOWNSHIP** in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients or recapture of funds by the COUNTY shall be in accordance with the legal rights and liabilities of the parties.

It is the parties' intent that the obligations created by this Agreement be enforceable by all parties to this Agreement. This Agreement is binding upon the parties to this Agreement and upon their successors, heirs and assigns, except as prohibited by this Agreement. Each of the promises and restrictions shall run with the land from the date of this Agreement. Neither the COUNTY or **TOWNSHIP** will assign or transfer interest without the written consent of the other.

11. DURATION OF AGREEMENT:

This project starts on June 22, 2009 and ends on July 30, 2013.

12. PRACTICE AND ETHICS:

Each parties shall conform to the code of ethics of it's respective national professional associations.

13. EQUAL ACCESS:

TOWNSHIP agrees to adhere to the terms of this Agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

14. CONTINGENT FEES:

TOWNSHIP promises that it has not employed or retained any company or person, other than bona fide employees working solely for **TOWNSHIP**, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for **TOWNSHIP**, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this promise, the **COUNTY** may cancel this Agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due to **TOWNSHIP**.

15. PAYROLL TAXES:

TOWNSHIP is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the **COUNTY** against such liability.

16 SECURITY:

TOWNSHIP agrees to execute all appropriate documents to secure and to provide for the repayment of funds advanced by the **COUNTY** and other lenders as well as to enforce the provisions of this Agreement. **TOWNSHIP** shall not incur additional debt secured by this property without written approval of the **COUNTY** and any other lenders. **TOWNSHIP** may refinance at any time, so long as the amount financed shall not exceed the amount currently financed and so long as **TOWNSHIP** is in compliance with the terms of this Agreement.

17. INSURANCE REQUIREMENTS:

The **Township** will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' 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. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. **Township** shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by **Township** and their inadequate insurance coverage. **Township** shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the **Township** until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the **Township** expires or is canceled during the term of the contract, services and related payments will be suspended. **Township** shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of

services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

18. INDEMNIFICATION:

TOWNSHIP will protect, defend and indemnify the **COUNTY**, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including **TOWNSHIP's** own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the **COUNTY** in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this Agreement resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or employee, agent or representative of **TOWNSHIP**.

19. CONTRACT AMENDMENT:

Changes mutually agreed upon by the **COUNTY** and **TOWNSHIP** will be incorporated into this Agreement by written amendments signed by both parties.

20. CHOICE OF LAW AND SEVERABILITY:

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this Agreement is in Washtenaw County, Michigan. If any provision or provisions set forth in this document is in conflict with any Michigan law or is otherwise unenforceable, that provision is void to the extent of the conflict and is severable from and does not invalidate any other provision of this Agreement.

21. HEADINGS:

The headings in this Agreement are for convenience of reference only and shall not affect the meaning of this Agreement.

22. SIGNATURE AUTHORITY:

The individuals signing this Agreement have the requisite authority to do so and bind **TOWNSHIP** to the terms and conditions herein.

23. ENTIRE CONTRACT:

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ATTESTED TO:

WASHTENAW URBAN COUNTY:

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

By: _____
Robert E. Guenzel (DATE)
County Administrator

ATTESTED TO:

YPSILANTI CHARTER TOWNSHIP:

By: _____
Karen Lovejoy-Roe (DATE)
Township Clerk

By: _____
Brenda Stumbo (DATE)
Township Supervisor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____

CR ?

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

Mary Jo Callan, Director (DATE)
Office of Community Development

ATTACHMENT A- SCOPE OF SERVICES & TIMELINE

NARRATIVE DESCRIPTION OF SCOPE OF WORK:

WASHTENAW COUNTY will contract with YPSILANTI TOWNSHIP to complete the DEMOLITION OF BLIGHTED PROPERTIES, as described below. These projects will be paid for with 2008 NSP funding in the amount of \$200,000.00, plus program income generated from this contract, in addition to TOWNSHIP in-kind, according to the budget in Attachment B. The TOWNSHIP shall coordinate with the Office of Community Development to assure that the requirements for demolition are met, according to the following timeline:

PROJECT TIMELINE	Deadline
TOWNSHIP will follow its Nuisance Abatement Procedures	July 30, 2013
TOWNSHIP will coordinate with CD to identify and approve eligible blighted properties as defined below.	May 1, 2010
TOWNSHIP will assure that the bid is sent to the list of minority and women-owned businesses, as provided by the Office of Community Development.	Within 1 month of CD approval
TOWNSHIP will provide CD with a copy of insurance certificate, annual audit, and budget summary for TOWNSHIP.	July 31, 2010 July 31, 2011 July 31, 2012 July 31, 2013
TOWNSHIP will provide CD with copy of bid documents, bid tabulation, bonding, contractor information form, contract, and insurance certificate for contractor selected.	Before demolition begins on property
TOWNSHIP will coordinate with the CD and contractor to schedule pre-demolition conference	Before demolition begins on property
TOWNSHIP contractor begins construction work on approved property	Within 2 weeks of executed contract
TOWNSHIP completes final inspection of construction work.	Within 90 days of executed contract
TOWNSHIP will provide the CD with proof of interim & final inspections, final project budget (including engineering/project management costs), original Davis-Bacon paperwork, sworn statements from contractors, waivers of lien w/ final request for reimbursement of NSP-eligible costs.	July 30, 2013
TOWNSHIP will create an account to track program income generated from insurance claims and property owners whose property was demolished with NSP funds. The program income will be reported to CD and will be used to demolish additional eligible NSP properties	July 30, 2013
TOWNSHIP will coordinate with the Office of Community Development to complete an annual NSP monitoring visit.	Nov 30, 2009 Nov 30, 2010 Nov 30, 2011 Nov 30, 2012 Nov 30, 2013
Project Completion Date:	
July 30, 2013	

DEFINITION OF BLIGHTED

For the NSP program, we will use the definition of "blighted" property approved in the State of Michigan House Bill 6638 of 2008, with 3 additions at the bottom. A blighted property must meet one of the following conditions:

- The property has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance.
- The property is an attractive nuisance because of physical condition or use.
- The property is a fire hazard or is otherwise dangerous to the safety of persons or property.

CR ?

- The property has had the utilities, plumbing, heating, or sewerage disconnected, destroyed, removed, or rendered ineffective for at least one year so that the property is unfit for its intended use.
- The property is tax reverted property owned by a qualified local governmental unit, by a county, or by the state. (The property would retain its "blighted" status, after a sale, lease, or transfer of tax reverted property by a local governmental unit, county, or the state.)
- The property is owned or under the control of a Land Bank Fast Track Authority, whether located within a qualified local governmental unit as that term is defined in the Brownfield Redevelopment Financing Act. (The property would retain its "blighted" status, after a sale, lease, or transfer of the property by the Land Bank Fast Track Authority for purposes of the statute.)
- The property is improved real property that has remained vacant for five consecutive years and that is not maintained in accordance with applicable local housing or property maintenance codes or ordinances.
- The property has code violations posing a severe and immediate health or safety threat and has not been substantially rehabilitated within one year after the receipt of notice to rehabilitate from the appropriate code enforcement agency or final determination of any appeal, whichever is later.
- The existence of any structure or part of such structure which, because of fire, wind or other natural disaster or physical deterioration, is no longer habitable as a dwelling, nor useful for any other purpose for which it may have been intended or lawfully used.
- The existence of any vacant dwelling, garage or other accessory building, unless the same is securely locked, with windows intact or neatly boarded up, and otherwise protected to prevent entrance thereto by unauthorized persons.
- The existence of any partially completed structure, unless such structure is in the course of construction in accordance with a valid and subsisting building permit issued by the township and unless such construction is completed within the time specified by existing ordinances.

DEFINITION OF ABANDONED

- A home is abandoned when mortgage or tax foreclosure proceedings have been initiated for that property, no mortgage or tax payments have been made by the property owner for at least 90 days, AND the property has been vacant for at least 90 days.

DEFINITION OF FORECLOSED

- Foreclosed. A property "has been foreclosed upon" at the point that, under state or local law, the mortgage or tax foreclosure is complete. HUD will generally not consider a foreclosure to be complete until after the title for the property has been transferred from the former homeowner under some type of foreclosure proceeding or transfer in lieu of foreclosure in accordance with state or local law.

ATTACHMENT B- PROJECT BUDGET**SUMMARY OF TERMS:**

The COUNTY agrees to pay to or on behalf of the TOWNSHIP the sum of \$200,000.00 of COUNTY NSP Funds according to the according to the budget below.

PROJECT BUDGET:

PROGRAM BUDGET		NAME:	NSP DEMOLITION PROGRAM	
REVENUE SOURCE(S):	THIS REQUEST		YPSILANTI TOWNSHIP	TOTAL
Grant Amounts	\$200,000		TBD ¹	\$200,000
Other Support (In-Kind)				
Status of Funds	Secured		TBD	Secured
Total Revenues	\$200,000.00		TBD	\$200,000.00
PROGRAM EXPENSES	THIS REQUEST		YPSILANTI TOWNSHIP	TOTAL
Personnel, Taxes & Fringe Benefits				
Consultant & Contractual Fees	\$200,000		TBD	\$200,000
Space & Related Costs				
Printing / Supplies				
Specific Assistance - scholarships				
Audit				
Program Evaluation				
Marketing				
Other – postage, communications				
Other – travel, insurance				
Other – staff development				
Other – fundraising expense				
Total Expenditures	\$200,000.00		TBD	\$200,000.00

¹ All cost overruns on the Devonshire project are the responsibility of Ypsilanti Charter Township.

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



**Office of
Community Standards**
7200 S. Huron River Drive
Ypsilanti, MI 48197
www.ytown.org

June 8, 2009

To: Karen Lovejoy Roe, Clerk
From: Michael J. Radzik, Director of Community Standards
Subject: **Supplemental Second Agreement with Washtenaw County Road Commission for CDBG Funded Road Improvements**

As you know, Ypsilanti Township has federal Community Development Block Grant funds available for public improvement projects, which have been designated for road improvement projects. CDBG funds can only be used in low-moderate income areas (LMI) as determined by the US Census Bureau.

We have a total of \$293,000 available for these projects: \$125,000 each from the 2008-09 and 2009-10 CDBG fiscal years, plus an additional \$43,000 in unallocated funds that have been shifted from previously approved Urban County projects in other jurisdictions that have since been deemed ineligible.

The Washtenaw County Road Commission provided a list of potential road improvement projects located in the LMI areas for staff review. Staff analyzed the projects and made a recommendation designed to achieve the most public benefit within the funding limitations. Four (4) projects totaling \$236,700 were recommended for approval and are described in detail in the enclosed draft proposal. Once the competitive bid process is complete and the final project costs are determined, additional projects will be recommended for the remaining unallocated funds (tentatively \$56,300). This may include additional road resurfacing and/or seal coating.

Please note that facilitation of these projects is a two-part process: the supplemental agreement with the WCRC obligates the projects for inclusion in the 2009 Resurfacing bid specifications; a separate contract with the county Office of Community Development is also required to commit the CDBG funds. The CDBG contract will be available in August following HUD approval. The WCRC is aware of the delayed availability of the CDBG funds and has agreed to work with its contractors and the Township to facilitate the projects later in the season.

Please place this item on the agenda for the regular Board meeting on June 16, 2009 for review and consideration. I am requesting approval contingent upon attorney review.

Copy: Township Board
Doug Winters, Attorney

2009 YPSILANTI TOWNSHIP SECOND AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2009, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

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

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

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

1. **Midway, Clark to Holmes (489-11-426):**

Work to include milling the existing surface, structure adjustments, and the placement of a 2" bituminous overlay. Final cost to be determined by competitive bid.

Estimated Project Cost: \$ 40,000.00

2. **Midway, S. of Holmes, E. of Forest (489-11-427):**

Work to include milling the existing surface, structure adjustments, and the placement of a 2" bituminous overlay. Final cost to be determined by competitive bid.

Estimated Project Cost: \$ 40,000.00

3. **Russell, Ford Blvd. to Ohio (489-11-428):**

Work to include milling the existing surface, structure adjustments, and the placement of a 2" bituminous overlay. Final cost to be determined by competitive bid.

Estimated Project Cost: \$ 44,000.00

4. **Tuttle Hill, Huron River Dr. to Textile (489-11-433):**

Work to include pulverizing the existing surface and the placement of a 3" bituminous overlay. Final cost to be determined by competitive bid.

Estimated Project Cost: \$ 112,700.00

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.

AGREEMENT SUMMARY

Midway, Clark to Holmes	\$ 40,000.00
Midway, S. of Holmes, E. of Forest	40,000.00
Russell	44,000.00
Tuttle Hill	<u>112,700.00</u>
	\$ <u>236,700.00</u>

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI
TOWNSHIP UNDER THIS AGREEMENT DURING 2009: \$ 236,700.00

FOR YPSILANTI TOWNSHIP:

_____ Witness
Brenda L. Stumbo, Supervisor

_____ Witness
Karen Lovejoy Roe, Clerk

FOR WASHTENAW COUNTY ROAD COMMISSION:

_____ Witness
David E. Rutledge, Chair

_____ Witness
Steven M. Puuri, Managing Director

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



**Office of
Community Standards**
7200 S. Huron River Drive
Ypsilanti, MI 48197
www.ytown.org

June 8, 2009

To: Karen Lovejoy Roe, Clerk
From: Michael J. Radzik, Director of Community Standards
Subject: **2008-09 CDBG Code Enforcement Contract for Expansion of Rental Housing Inspection Pilot Program**

As you know, Ypsilanti Township has designated a portion of its federal Community Development Block Grant (CDBG) funds for a pilot program to inspect and certify single family rental properties. CDBG funds can only be used in low-moderate income areas (LMI) as determined by the US Census Bureau. The original neighborhoods for this pilot project were West Willow and Sugarbrook.

Since the inception of the program, 304 rental properties have been successfully certified for occupancy; another 260 have been inspected and not yet certified. Since the original CDBG grant expired on December 31, 2008, more properties in the pilot areas have been purchased out of foreclosure and converted to rental units. None of those properties have been inspected since grant funding expired.

Our office continues to respond to code violations at rental properties outside of the original pilot area. Several additional neighborhoods qualify for CDBG code enforcement funding, and three such neighborhoods containing about 409 rental properties have been identified for expansion of the pilot program. Those neighborhoods have been designated as follows: Holmes Road neighborhoods, Thurston Area neighborhood, and Ecorse Road neighborhoods. The enclosed list provides detailed information describing these neighborhoods within the LMI area.

I am recommending approval of the enclosed 2008 CDBG code enforcement contract in the amount of \$62,000 to facilitate the continuation of the rental housing inspection program. I am also recommending expansion of the pilot area to include the three neighborhoods identified above, in addition to continuation of code enforcement in West Willow and Sugarbrook.

Please place this item on the agenda for the regular Board meeting on June 16, 2009 for review and consideration. I am requesting approval contingent upon attorney review.

Copy: Township Board
Doug Winters, Twp Attorney
Ron Fulton, Building Director

**COUNTY OF WASHTENAW COMMUNITY DEVELOPMENT AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG PROGRAM)**

This AGREEMENT dated the _____ day of _____, 2009, is between the COUNTY OF WASHTENAW, a municipal corporation, with office located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("COUNTY") and the CHARTER TOWNSHIP OF YPSILANTI, a municipal corporation, with offices located at 7200 South Huron River Drive, Ypsilanti, Michigan 48197, ("TOWNSHIP").

WHEREAS, the COUNTY receives funds from the United States Department of Housing and Urban Development (HUD) pursuant to HUD's Community Development Block Grant Entitlement Communities Grants ("CDBG") and the COUNTY is authorized to award CDBG funds pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301, et. seq.; and

WHEREAS, the COUNTY has been designated as an entitlement county for the CDBG Program and acts as the lead entity for the Washtenaw Urban County, which consists of the COUNTY, Ypsilanti Township, Superior Township, Salem Township, Northfield Township, Ann Arbor Township, Scio Township, York Township, the City of Ypsilanti, Pittsfield Township, and Bridgewater Township; and

WHEREAS, the 2008-09 YPSILANTI TOWNSHIP RENTAL CODE ENFORCEMENT PROJECT has been approved by the Urban County Executive Committee for funding under the CDBG Program; and

WHEREAS, the TOWNSHIP has agreed to collaborate with the Office of Community Development to manage this code enforcement program; and

WHEREAS, on April 22, 2008 the Urban County Executive Committee approved \$62,000.00 in 2008 COUNTY CDBG funding as a grant to the TOWNSHIP to support the eligible code enforcement activities within the Urban County boundaries, as specified in this Agreement.

In consideration of the mutual covenants and obligations contained in this Agreement, including the Attachments, and subject to the terms and conditions stated, **THE PARTIES AGREE AS FOLLOWS:**

1. USE OF FUNDS: [24 CFR 570.503(b)(1)]

A. **SCOPE OF SERVICES:** TOWNSHIP agrees to use COUNTY CDBG funds for the eligible costs of operating a rental code enforcement program in five (5) lower-income neighborhoods of Ypsilanti Township. Specifically, Ypsilanti Township Building Inspectors will work with area landlords to register them and begin inspecting all (approximately 409) rental units in the Holmes Road area, Thurston area and Ecorse Road area neighborhoods of Ypsilanti Township to make sure that they meet the Ypsilanti Township Property Maintenance Code. The units will be inspected at least once every 30 months. For the code enforcement program, landlords will be charged a fee for registration (\$10 on first unit and \$5 for additional units), but the \$100 initial inspection fee will be waived. Then, if the unit does not meet the code, then a \$25 re-inspection fee will be charged for each subsequent re-inspection until compliance is achieved. Failure to comply within 28 days will result in the issuance of a municipal civil infraction. If the landlord fails to comply after due process, the unit is no longer available for lawful occupancy. TOWNSHIP will work with the Office of Community Development to complete the project as set forth in Attachment A.

The Rental Code Enforcement Program will be expanded from its existing pilot area neighborhoods - West Willow Neighborhood (CT 4130, BG 1-5) and Sugarbrook Neighborhood (CT 4123, BG 1-4) - to also serve the **Holmes Road area neighborhoods** (CT 4122, BG 1 - 4) with boundaries Cross St, US-12, Ridge Rd, Clark Rd, Wendell, Hunter, Holmes & Bagley; the **Thurston area neighborhood** (CT 4122, BG 1 - 4) with boundaries Ford Boulevard, Parkwood, Ohio & US-12; and the **Ecorse Road area neighborhood** (CT 4122, BG 1 - 4) with boundaries Parkwood, Harris, Tyler, Gill & Ford Blvd. These neighborhoods are eligible because they 1) are Low-mod neighborhoods (at least 51% of residents have incomes below 80% of Area Median Income); 2) have a high concentration of single-family rental units; and 3) are part of overall neighborhood revitalization efforts.

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In addition, previously unidentified single family rental units in the West Willow Neighborhood (CT 4130, BG 1-5) and the Sugarbrook Neighborhood (CT 4123, BG 1-4) will be located, registered, inspected and certified under provision of this agreement as described above. A large quantity of previously vacant and/or foreclosed properties in these original pilot area neighborhoods have been purchased by investors and converted into rental units. The number of recently converted rental units in these eligible areas is estimated to be approximately 100. Township inspectors will work to identify these units and bring them into compliance with the provisions of the Rental Code Enforcement Program.

- B. SCHEDULE: Timely completion of the work specified in this Agreement is essential. By signing this Agreement, **TOWNSHIP** agrees to make every effort to ensure that the project will not be delayed. Failure to meet deadlines may result in cancellation of this Agreement and the revocation of COUNTY CDBG funds.
 - C. BUDGET: **TOWNSHIP** expressly agrees to complete all work in accordance with the budgets set forth in Attachment B.
 - D. INELIGIBLE ACTIVITIES: **TOWNSHIP** expressly agrees not to use CDBG funding for the following prohibited uses: 1) purchasing equipment without approval from the Office of Community Development, 2) using the funds for operating and maintenance expenses, 3) constructing new housing, and 4) providing income payments.
 - E. **TOWNSHIP** expressly agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
 - F. The **TOWNSHIP** will use local funds to pay for any cost overruns that are related to this project. For record keeping purposes, the **TOWNSHIP** will submit a summary of all of the project costs to the Office of Community Development.
 - G. **TOWNSHIP** designee will meet with Community Development staff after bids are received to review the project costs and time schedule.
2. **RECORDS AND REPORTS:** [24 CFR 570.503(b)(2)]
- A. **TOWNSHIP** agrees to maintain all required records and submit reports on forms provided by the COUNTY within two weeks after the end of the program year.
 - B. **TOWNSHIP** agrees to prepare and submit reports every six months, or as otherwise directed, to the Director of the Office of Community Development and/or the Director's designee; and to cooperate and confer with him/her as necessary to ensure satisfactory work progress.
 - C. **TOWNSHIP** agrees to maintain all records required by the federal regulations specified in 24 CFR 570.206 that are pertinent to the activities funded under this Agreement for a minimum of five years, starting from the date of the submission of the annual performance and evaluation report, in which the specific activity is reported to HUD for the final time. If litigation claims, audits, negotiations or other actions are initiated prior to the expiration of the five-year period, then such records shall be retained until all related issues have been resolved.
 - D. All reports, estimates, memoranda and documents submitted by **TOWNSHIP** must be dated and bear designee's name.
 - E. All reports made in connection with the Agreement are subject to review and final approval by the COUNTY.
 - F. **TOWNSHIP** shall provide an annual project audit of revenues and expenses based upon **TOWNSHIP**'s budget calendar.
 - G. **TOWNSHIP** agrees to maintain project-related data demonstrating participant and project eligibility for services provided pursuant to this Agreement. Such data includes, but is not limited to, names, addresses, funding amounts, sources and uses of funding, property values, construction records, inspection reports, mortgage and security documents, signed applications, source documentations for household income level or other basis for determining eligibility, and descriptions of services provided. This information shall be made available to COUNTY upon request.

H. **TOWNSHIP** shall forward copies of all executed subcontracts to the Office of Community Development along with documentation of the selection process.

3. PROGRAM INCOME: [24 CFR 570.503(b)(3)]

Pursuant to 24 CFR 570.504(c), **TOWNSHIP** agrees that program income, unexpected funds or other assets will not be retained by **TOWNSHIP** for other eligible activities at the completion of this agreement, but will be returned to the COUNTY and will be deposited into the CDBG Program Income Account. The activities to be undertaken with program income are noted in Section 1B. of this Agreement. All provisions of this Agreement shall apply to the specified activities. Transfers of grant funds by the COUNTY to **TOWNSHIP** shall be adjusted according to the principles described in 24 CFR 580.504(b)(2) (i), (ii). Any program income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the COUNTY as required by 24 CFR 570.503(b)(8) as noted in Article 8 of this Agreement.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS: [24 CFR 570.503(b)(4)]

- A. Governmental Entities: OMB Circular No. A-87, OMB Circular A-128 as implemented at 24 CFR part 44), and applicable provisions of 24 CFR part 85.
- B. Non-Profit Entities: OMB Circular No. A-122, OMB Circular No. A-21, and OMB Circular A-133, as set forth in 24 CFR part 45, as applicable.
- C. Audits: Audits shall be conducted annually. **TOWNSHIP** shall also comply with applicable provisions of OMB Circular A-110, as implemented at 24 CFR part 84.
- D. Uniform administrative requirements and cost principles. OMB Circular A-128 (implemented at 24 CFR part 44).

5. OTHER PROGRAM REQUIREMENTS: [24 CFR 570.503(b)(5)]

TOWNSHIP agrees to comply with the provisions of 24 CFR 570 Subpart K as follows:

- A. Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063, as applicable under 24 CFR 570.601
- B. Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR part 1, as applicable under 24 CFR 570.570.601(a)(1).
- C. Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620), as applicable under 24 CFR 570.601(a)(2)
- D. Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply as applicable under 24 CFR 570.601(b).
- E. In accordance with County regulations and 24 CFR 507.602, Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, sexual orientation, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.
- F. Labor standards.
 - (i) In all construction projects, **TOWNSHIP** agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276a-276a – 5) and Ypsilanti Township Ordinance #69. In accordance with 24 CFR 570.603 (a), the

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Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) applies to the rehabilitation of residential property only if such property contains not less than 8 units.

- (ii) **TOWNSHIP** agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 276 et. seq.).
 - (iii) **TOWNSHIP** agrees to comply with the regulations in 24 CFR 570.603(b) that apply to the use of volunteers.
 - (iv) **TOWNSHIP** agrees that all of its agents, employees, contractors, and subcontractors will be sufficiently and properly trained to perform activities under this Agreement.
 - (v) In accordance with the Drug-Free Workplace Act of 1998 and the rules found at 24 CFR Part 24, subpart F, **TOWNSHIP** agrees to provide a drug-free workplace.
 - (vi) **TOWNSHIP** agrees to ensure that all subcontracts awarded under this Agreement will be awarded on a fair and open competition basis and in accordance with the Office of Community Development Procurement Policy.
 - (vii) **TOWNSHIP** agrees to comply with the Living Wage Ordinance enacted by the COUNTY requiring covered vendors who execute a service or professional contract with the COUNTY to pay their employees under that contract, a minimum of either \$10.88 per hour with benefits or \$12.75 per hour without benefits. **TOWNSHIP** understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2010 and annually thereafter which amount shall be automatically incorporated into this Agreement. COUNTY agrees to give **TOWNSHIP** thirty (30) days written notice of such change. **TOWNSHIP** agrees to post a notice containing the COUNTY'S Living Wage requirements at a location at its place of business accessed by its employees.
 - (viii) **TOWNSHIP** agrees to Equal Opportunity Employment.
 - (1) Except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business, **TOWNSHIP** 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.
 - (2) **TOWNSHIP** will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of an applicant and the treatment of employees. Affirmative action includes, but is not limited to, employment, upgrading, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
 - (3) **TOWNSHIP** agrees to post notices containing the 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 **TOWNSHIP**, 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.
- G. National Flood Insurance Program. Pursuant to 24 CFR 570.605, the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under 24 CFR 570.
- H. Displacement, relocation, acquisition, and replacement of housing. If property is occupied at the time of this Agreement, **TOWNSHIP** will comply with the requirements of 24 CFR 570.606.
- I. Employment and contracting opportunities. Pursuant to 24 CFR 570.607, **TOWNSHIP** shall comply with:
 - (i) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p.339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity) and the implementing regulations at 41 CFR chapter 60; and
 - (ii) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.
- J. Lead-based paint. Pursuant to 24 CFR 570.608, **TOWNSHIP** agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program.
- K. Use of debarred, suspended or ineligible contractors or sub recipients is prohibited. Pursuant to 24 CFR 570.609, the requirements set forth in 24 CFR part 5 apply to this program. By signing this Contract, **TOWNSHIP** assures the COUNTY

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that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;
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, state or local) transaction or contract under a public transaction; 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 section 2, and;
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.

L. Conflict of interest. Pursuant to 24 CFR 570.611:

- (i) In the procurement of supplies, equipment, construction, and services the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.
- (ii) In all other cases, the following provisions apply:
 - (a) **TOWNSHIP** warrants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner with the performance of its services under this Agreement. **TOWNSHIP** further warrants that it will not employ persons having such an interest.
 - (b) These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the COUNTY or of **TOWNSHIP**.
 - (c) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of 24 CFR 570.611(d).
- (iii) **TOWNSHIP** agrees that no funds received and no personnel employed pursuant to this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code, which is commonly referred to as "The Hatch Act".

M. Eligibility restrictions for certain resident aliens. In accordance with 24 CFR 570.613, certain individuals are ineligible to receive funds under this program.

- (i) Restriction. Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the Community Development Block Grant Program. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in this program. "Benefits" do not include relocation services and payments to which displacees are entitled by law.
- (ii) Covered activities. "Covered activities" under this section means activities meeting the requirements of Sec. 570.208(a) that either:
 - (1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or
 - (2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.
- (iii) Limitation on coverage. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.
- (iv) Compliance. Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.

N. Architectural Barriers Act and the Americans with Disabilities Act. Pursuant to 24 CFR 570.614, **TOWNSHIP** agrees to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), the Uniform Federal Accessibility Standards

(appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6), and The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225).

O. Environmental Standards. Pursuant to 24 CFR Part 58, **TOWNSHIP** agrees to comply with the National Environmental Policy Act of 1969, the Clean Air Act, and the National Historic Preservation Act of 1966, regarding environmental review, decision making, and actions and responsibilities related to the execution of all federally-funded projects.

6. SUSPENSION AND TERMINATION: [24 CFR 570.503(b)(7)]

In accordance with 24 CFR 85.43, suspension or termination may occur if **TOWNSHIP** materially fails to comply with any term of this Agreement. This agreement may also be terminated in accordance with the provisions of 24 CFR 85.44.

7. REVERSION OF ASSETS. [24 CFR 570.503(b)(8)]

As indicated in Article 3 of this Agreement, **TOWNSHIP** shall transfer to COUNTY any CDBG funds on hand at the time of expiration of this Agreement and any accounts receivable attributable to the use of CDBG funds. Any real property under **TOWNSHIP**'s control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the COUNTY; or

8. REQUESTS FOR DISBURSEMENT OF FUNDS:

A. The County shall pay **TOWNSHIP** an amount not to exceed **Sixty-Two Thousand Dollars (\$62,000.00), in 2008 CDBG FUNDING** to accomplish the work detailed in this Agreement. **TOWNSHIP** will comply with established COUNTY disbursement schedules and procedures. CDBG funds will be disbursed to the **TOWNSHIP** upon submission of invoices for eligible Ypsilanti Township Rental Code Enforcement program activities, which include the following: salaries and overhead costs directly related to the enforcement of the Ypsilanti Township Property Maintenance Code for rental housing.

TOWNSHIP will provide the OCD with the following for each period of reimbursement: 1) line item documentation of costs; 2) fees collected for period; 3) rental code inspections by address; 4) number of code violations corrected; and 5) requests for reimbursement of CDBG-eligible costs. ***CDBG funding can only be used after all program income/fees are expended.*** All checks, invoices, contracts, vouchers, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

B. **TOWNSHIP** agrees that all CDBG funds will be disbursed within 30 business days of receipt. In no event will a disbursement or further disbursements be made after a notice by the COUNTY of a violation of this Agreement, which violation has not been corrected to the satisfaction of the COUNTY.

C. **TOWNSHIP** agrees that payments for services, supplies or materials shall not exceed the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished. All cost overruns shall be the responsibility of **TOWNSHIP**.

10. ENFORCEMENT OF AGREEMENT: [24 CFR 92.504(c)(3)(vii)]

In the event **TOWNSHIP** breaches this Agreement or any of the loan documents to be executed, the COUNTY shall have full remedies consistent with the purpose of this Agreement and as set forth in the loan documents. Remedies include, but are not limited to: COUNTY providing direction to **TOWNSHIP** in project management; deed restrictions, property liens, appointing a receiver to manage the project according to terms of this Agreement; taking possession of the project and managing it; purchasing the property, and all remedies set forth in the parties' loan documents and assignment of rent document, if applicable. It is the intent of the parties that these remedies be exercised in a manner appropriate in light of the breach and that this project shall continue to provide housing for the target population of low-income individuals. In the event of any breach, each lender shall be responsible for enforcement of its own loan/grant documents.

The COUNTY may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that TOWNSHIP has failed to comply with the terms and conditions of this Agreement or in the event that funds are no longer available to the COUNTY. The COUNTY shall promptly notify TOWNSHIP in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients or recapture of funds by the COUNTY shall be in accordance with the legal rights and liabilities of the parties.

It is the parties' intent that the obligations created by this Agreement be enforceable by all parties to this Agreement. This Agreement is binding upon the parties to this Agreement and upon their successors, heirs and assigns, except as prohibited by this Agreement. Each of the promises and restrictions shall run with the land from the date of this Agreement. Neither the COUNTY nor TOWNSHIP will assign or transfer interest without the written consent of the other.

11. DURATION OF AGREEMENT:

This project starts on January 1, 2009 and ends on December 31, 2010.

12. PRACTICE AND ETHICS:

Each parties shall conform to the code of ethics of its respective national professional associations.

13. EQUAL ACCESS:

TOWNSHIP agrees to adhere to the terms of this Agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

14. CONTINGENT FEES:

TOWNSHIP promises that it has not employed or retained any company or person, other than bona fide employees working solely for TOWNSHIP, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for TOWNSHIP, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this promise, the COUNTY may cancel this Agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due to TOWNSHIP.

15. PAYROLL TAXES:

TOWNSHIP is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the COUNTY against such liability.

16 SECURITY:

TOWNSHIP agrees to execute all appropriate documents to secure and to provide for the repayment of funds advanced by the COUNTY and other lenders as well as to enforce the provisions of this Agreement. TOWNSHIP shall not incur additional debt secured by this property without written approval of the COUNTY and any other lenders. TOWNSHIP may refinance at any time, so long as the amount financed shall not exceed the amount currently financed and so long as TOWNSHIP is in compliance with the terms of this Agreement.

17. INSURANCE REQUIREMENTS:

The Township will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' 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 limits of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and no owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insured's and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. **Township** shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by **Township** and their inadequate insurance coverage. **Township** shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the **Township** until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the **Township** expires or is canceled during the term of the contract, services and related payments will be suspended. **Township** shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

18. INDEMNIFICATION:

TOWNSHIP will protect, defend and indemnify the COUNTY, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including **TOWNSHIP's** own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the COUNTY in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this Agreement resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or employee, agent or representative of **TOWNSHIP**.

19. CONTRACT AMENDMENT:

Changes mutually agreed upon by the COUNTY and **TOWNSHIP** will be incorporated into this Agreement by written amendments signed by both parties.

20. CHOICE OF LAW AND SEVERABILITY:

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this Agreement is in Washtenaw County, Michigan. If any provision or provisions set forth in this document is in conflict with any Michigan law or is otherwise unenforceable, that provision is void to the extent of the conflict and is severable from and does not invalidate any other provision of this Agreement.

21. HEADINGS:

The headings in this Agreement are for convenience of reference only and shall not affect the meaning of this Agreement.

22. SIGNATURE AUTHORITY:

The individuals signing this Agreement have the requisite authority to do so and bind **TOWNSHIP** to the terms and conditions herein.

23. ENTIRE CONTRACT:

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ATTESTED TO:

WASHTENAW URBAN COUNTY:

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

By: _____
Robert E. Guenzel (DATE)
County Administrator

ATTESTED TO:

YPSILANTI CHARTER TOWNSHIP:

By: _____
Karen Lovejoy-Roe (DATE)
Township Clerk

By: _____
Brenda Stumbo (DATE)
Township Supervisor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

By: _____
Mary Jo Callan, Director (DATE)
Office of Community Development

ATTACHMENT A- SCOPE OF SERVICES & TIMELINE**NARRATIVE DESCRIPTION OF SCOPE OF WORK:**

WASHTENAW COUNTY will contract with YPSILANTI TOWNSHIP to complete the 2008-09 Ypsilanti Township Rental Code Enforcement Program, as described in Article-I Use of Funds. These projects will be paid for with 2008 CDBG funding in the amount of \$62,000.00, in addition to fees collected by the Township, according to the budget in Attachment B. The TOWNSHIP shall coordinate with the Office of Community Development (OCD) to assure that the local, state and federal requirements for this Code Enforcement project are met, according to the following timeline:

PROJECT TIMELINE	Deadline
Township submits the minutes from the Township Board meeting approving the code enforcement agreement, costs, and expansion of target areas. (Program fees are to be subtracted from total cost for reimbursement of balance from CDBG)	6/16/09
Township registers all single family rental properties in Holmes, Thurston & Ecorse Rental Code target areas. Township identifies and registers newly converted rental properties in West Willow & Sugarbrook Rental Code target areas.	7/31/09
Rental code inspections begin in Holmes, Thurston, Ecorse, West Willow & Sugarbrook areas and are on-going throughout year.	8/1/09
TOWNSHIP will coordinate with the Office of Community Development to complete an annual CDBG monitoring visit.	11/30/09
Township provides the OCD with the following for each period of reimbursement: 1) line item documentation of costs; 2) fees collected for period; 3) rental code inspections by address; 4) number of code violations corrected; and 5) requests for reimbursement of CDBG-eligible costs.	12/31/10
Project Completion Date:	12/31/10

ATTACHMENT B- PROJECT BUDGET

SUMMARY OF TERMS:

The COUNTY agrees to pay to or on behalf of the TOWNSHIP the sum of \$62,000.00 of COUNTY CDBG Funds according to the according to the budget below.

Project Budget				
Project Name: 2008-09 Ypsilanti Township Holmes Rd, Thurston, Ecorse, West Willow & Sugarbrook Rental Code Enforcement Program				
Time Period: 1/1/09- 12/31/10				
Project Costs	Per Hour	# hours	# Units	Total
Rental Code Inspector Salary	\$40.76	2.00	509	\$41,494
Vehicle Use Costs	\$4.11	2.00	509	\$4,184
Administrative Fees	\$5.82	2.00	509	\$5,925
Supervisory Fees	\$21.01	1.00	509	\$10,694
Clerical Fees	\$29.82	1.00	509	\$15,178
Total Project Costs:	\$101.52	8.00	509.00	\$77,475
Revenue Sources	Per Unit	% Paying	# Units	Total
2008-09 CDBG Funding	\$121.81	100%	509	\$62,000
2008-09 Rental Registration Fee- 1st Unit	\$10.00	75%	382	\$3,820
2008-09 Rental Registration Fee- 2nd+ Unit	\$5.00	25%	127	\$635
2008-09 Rental Inspection Fees (Initial Inspection)	DEFERRED FOR PILOT PROGRAM			
2008-09 Rental Inspection Fees (Re-inspection)	\$25.00	40%	204	\$5,100
2008-09 Rental Inspection Fees (Other- broken appts, etc.)	TBD	TBD	TBD	TBD
2008-09 Ypsilanti Twp GF	TBD	TBD	TBD	TBD
Total Project Revenues	\$161.81		509.00	\$71,555
<p>Note: Costs estimated based on Ypsilanti Township breakdown of cost per inspection (\$108.66) and estimate of # of units in Holmes, Thurston, Ecorse, West Willow and Sugarbrook (509), as of 03/30/09.</p>				

**2008-09 CDBG RENTAL CODE ENFORCEMENT PROGRAM
PILOT AREA EXPANSION NEIGHBORHOODS (409)**

HOLMES ROAD AREA NEIGHBORHOODS (219)

Holmes Rd	27
Ford Blvd	15
E. Forest	24
E. Cross	6
N. Harris	15
N. Miami	5
N. Mohawk	3
N. Ivanhoe	7
East Grand Blvd	15
N. Pasadena	4
Centennial	1
Outer Lane Dr	3
Spencer	3
Emerson	5
Bud	4
Blossom	15
Hunter	16
Laurel	2
Byron	3
Allen	14
Jerome	14
Lamay	18

THURSTON AREA NEIGHBORHOOD (110)

Parkwood (>1500)	7
Russell (>1500)	4
Kansas (<400)	17
Devonshire	26
Oregon	22
Dakota	13
Ohio	21

ECORSE ROAD AREA NEIGHBORHOOD (80)

S. Harris Rd (<1000)	24
Greenlawn	15
Woodlawn	23
Hayes	10
Kansas	6
Gill	2

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



Office of Community Standards

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 485-3943
Fax: (734) 484-5151
www.ytown.org

Memorandum

To: Township Board of Trustees
From: Joe Lawson, Planning Coordinator
Date: June 4, 2009
Re: Set Public Hearing for the creation of an Industrial Development District

Please be advised that the Township Clerk's office recently received a request from Sensitile (Anuttara LLC), located at 1735 Holmes Road, for the creation of an Industrial Development District. It is my recommendation, as discussed with our Township Development Team, in order to help encourage additional economic development within the area; it is recommended that additional properties be included within the proposed Industrial Development District. I have included the recommended parcel identification numbers and a proposed district map with this memorandum.

Pursuant to Public Act 198 of 1974, in order to create the proposed Industrial Development District to include the parcels attached to this memorandum, the Township Board of Trustees must first schedule and then hold a public hearing to invite comment from the general public.

With that said, I respectfully request that the Board of Trustees schedule a Public Hearing, pursuant to Public Act 198 of 1974 as amended, to consider the creation of the Industrial Development District #09-275 to include the following parcels:

K-11-02-275-008	K-11-02-275-010	K-11-02-275-011
K-11-02-275-012	K-11-02-275-013	K-11-02-275-014
K-11-02-275-015	K-11-02-275-016	K-11-02-275-018

If you should have any questions or are in need of additional information, please do not hesitate to contact me at your convenience.

Sensitile Systems, LLC
1735 Holmes Road, Ypsilanti, Michigan 48198
ph: 313-872-6314 - fax: 313-872-6315 - email: info@Sensitile.com

Charter Township of Ypsilanti
Assessing Department
7200 S. Huron River Drive
Ypsilanti, MI 48197

May 26, 2009

Dear Sharon, Brenda, Karen, Larry, Ron & Doug,

We really appreciated and enjoyed your visit to your facility today.

As a follow-up on our conversation we would like to request that the township establish an Industrial Development District to include our location.

Please let us know how we can help move this issue forward. We would also like to attend the monthly public hearing meeting where this issue will be discussed. Will it be the June 16th or July 21st meeting?

Sincerely,



Vanika Lath



Owners & Property Descriptions Proposed IDD District # 09-275

K-11-02-275-008 Vacant Land No access

Charter Township of Ypsilanti
7200 S Huron River Dr
Ypsilanti, MI 48197

YP#2-1F-1: COM AT CENTER OF SEC, TH S 88-44-20 W 248.34 FT IN E & W 1/4 LINE; TH N 1-17-20W 458.74 FT IN C/L MIDWAY BLVD; TH S 88-53 W 671.80 FT TH N 21-08-55 W 11.92 FT FOR POB; TH S 88-44-20 W 516.75 FT; TH N 1-12-15 W 398.74 FT; TH S 86-42-20 E 397.18 FT; TH S 21-08-55 E 69.08 FT; TH S 69-29-50 W 12.04 FT; TH S 21-08-55 E 317.03 FT TO POB. BEING PART OF NW 1/4, SEC 2, T3S-R7E, 3.80 AC.

K-11-02-275-010 Vacant Land No access

Leroy Dunn C/O Charles Dunn
25440 Five Mile Rd.
Redford, MI 48239

YP#2-1F-2: COM AT CENT OF SEC, TH S 88-44-20 W 248.34 FT ALONG CENT LINE OF HOLMES RD & E-W 1/4 LINE; TH N 01-17-20 W 458.74 FT ALONG CENT LINE OF MIDWAY BLVD; TH S 88-53-00 W 592.12 FT FOR PL OF BEG; TH CONT S 88-53-00 W 79.68 FT; TH N 20-08-55 W 134.17 FT; TH N 68-40-00 E 82.88 FT; TH S 18-18-30 E 161.93 FT TO PL OF BEG. BEING PART OF NW 1/4, SEC 2, T3S-R7E. 0.275 AC. (877.23 SQUARE FEET OF THE ABOVE DESCRIBED PROPERTY, LOCATED IN THE SOUTHERN PORTION OF THE DESCRIPTION, IS INCLUDED IN PARCEL K-11-02-275-007 AS CONFIRMED BY DESCRIPTION RECORDED IN L-4397 P-62 & L3670 P-274)

K-11-02-275-011 Vacant Land No access

Leroy Dunn C/O Charles Dunn
25440 Five Mile Rd.
Redford, MI 48239

YP#2-2H-2 COM AT CENT OF SEC, TH S 88 DEG 44' 20" W 248.34 FT ALONG E & W 1/4 LINE & CENTLINE OF HOLMES RD, TH N 1 DEG 17' 20" W 458.74 FT ALONG CENT LINE OF MIDWAY BLVD, TH S 88 DEG 53' W 344.92 FT FOR A PL OF BEG, TH CONT S 88 DEG 53' W 247.2 FT, TH N 18 DEG 18' 30" W 161.93 FT, TH N 68 DEG 40' E 213.04 FT, TH N 89 DEG 11' 45" E 95.04 FT, TH S 1 DEG 08' 40" E 227.79 FT TO THE PL OF BEG, BEING PART OF NW 1/4 SEC 2 T3S-R7E 1.29 AC.

K-11-02-275-012 1735 Holmes Rd

Anuttara LLC
1735 Holmes Rd.
Ypsilanti, MI 49198

YP#2-2G: COM AT CENTER OF SEC, TH S 88-44-20 W 802.30 FT TH N 0-26-00 W 33 FT FOR PL OF BEG; TH N 00-26-00 W 181.02 FT; TH N 88-44-20 E 205.22 FT; TH N 01-08-40 W 245.61 FT; TH S 88-53-00 W 247.20 FT; TH S 01-14-37 W 34.68 FT; TH S 00-26-00 E 392.59 FT; TH N 88-44-20 E 44.54 FT TO PL OF BEG. BEING PART OF NW 1/4, SEC 2 T3S-R7E, 1.59 AC (CORRECTED 10/26/99, SURVEY)

K-11-02-275-013 Vacant Land Holmes Rd

Justin Lawson
766 E 2950 N
Provo, UT 84604

YP#2-2E PARCEL F - COM AT CENT OF SEC, TH S 88 DEG 44' 20" W 688.34 FT IN E & W 1/4 LINE FOR PL OF BEG, THENCE SOUTH 88 DEG 44' 20" W 113.96 FT, TH NORTH 0 DEG 26' W 214 FT, TH N 88 DEG 44' 20" E 110.77 FT, TH S 1 DEG 17' 20" E 214 FT TO PL OF BEG, BEING PART OF NW 1/4 SEC 2 T3S-R7E 0.55 AC.

K-11-02-275-014 1005 Midway

Word of Deliverance Church
1005 Midway
Ypsilanti, MI 48198

YP#2-12B-2; THAT PART OF THE N/W 1/4 OF SEC 2, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEG AT INTERSECTION OF THE N/L OF HOLMES RD, WITH W/L OF MIDWAY BLVD, BEING S 88-44-20 W ALG 1/4 LN 282.14 FT & N 1-45' E 33.00 FT FROM CTR OF SEC; TH S 88-44-20 W 407.00 FT, TH N 1-45' E 181.00 FT, TH N 88-44-20 E 407.00 FT, TH S 1-45' W 181.00 FT, TO POB. T3S-R7E, SEC 2, CONT 1.70 AC.

K-11-02-275-015 1001 Midway

Word of Deliverance Church
1775 Holmes
Ypsilanti, MI 48198

YP#2-2F: COMMENCING AT CENTER OF SEC 2, TH ALONG CENTERLINE OF HOLMES ROAD, S 88-44-20 W 248.34 FT TO CENTER OF MIDWAY BLVD; TH

ALONG CENTERLINE OF MIDWAY BLVD N 01-17-20 W 214.00 FT FOR POB; TH S 88-44-20 W 345.54 FT; TH N 01-08-40 W 245.57 FT; TH N 88-55-00 E 344.92 FT TO THE CENTERLINE OF MIDWAY BLVD; TH S 01-17-20 E 244.74 FT TO POB. EXCEPT THE EAST 43 FEET THEREFROM AS CONVEYED TO WASHTENAW COUNTY ROAD COMMISSION , L-1367, P-219. 1.70 ACRES, SECTION 2, T3S-R7E. PROPERTY ADDRESS: 1001 MIDWAY

K-11-02-275-016 Vacant Land Midway

Leroy Dunn C/O Charles Dunn
25440 Five Mile Rd.
Redford, MI 48239

YP#2-2H-1: COM AT CENT OF SEC, TH S 88-44-20 W 248.34 FT; TH N 01-17-20 W 458.74 FT FOR A PL OF BEG; TH S 88-53-00 W 344.92 FT; TH N 01-08-40 W 227.79 FT; TH N 89-11-45 E 344.37 FT; TH S 01-17-20 E 225.74 FT TO THE PL OF BEG. BEING PART OF NW 1/4 SEC 2, T3S-R7E, 1.79 AC.

K-11-02-275-018 Vacant Land corner of Midway & E Clark

Charter Township of Ypsilanti
7200 S Huron River Dr
Ypsilanti, MI 48197

COM AT CEN OF SEC 2, YPSILANTI TOWNSHIP, T2S-R7E; TH S 88-44-20 W 1,370.49 FT IN E&W 1/4 LINE OF SEC 2; TH N 01-15-40 W 425.22 FT; TH S 88-42-15 W 60.36 FT; TH N 01-20-28 W 443.32 FT TO THE POB; TH N 25-01-10 E 390.53 FT TO A POINT ON THE SLOUTHERLY LINE OF CLARK ROAD;
TH ALONG SAID SOUTH LINE THE FOLLOWING FIVE (5) COURSES:
298.07 FT ALONG ARC OF CURVE TO THE LEFT, RADIUS OF 1,232.92 FT, DELTA OF 13-51-07, CHORD BEARING S 79-02-06 E 297.35 FT;
TH 542.00 FT ALONG ARC OF CURVE TO THE LEFT RADIUS 1,996.86 FT, DELTA OF 15-33-06, CHORD BEARING N 86-15-48 E 540.34 FT;
TH N 78-29-15 E 171.49 FT; TH N 09-47-10 W 34.00 FT; TH N 81-56-25 E 18.95 FT TO A POINT ON THE CENTER LINE OF MIDWAY ROAD (86 FT WIDE);
TH ALONG SAID CENTER LINE S 03-11-50 E 131.67 FT; TH S 01-45-0 E 255.70 FT;
TH S 88-47-36 W 447.06 FT; TH S 69-31-17 W 50.55 FT; TH N 20-56-28 W 25.89 FT;
TH S 69-40-54 W 284.10 FT; TH N 21-45-25 W 67.99 FT; TH N 86-45-10 W 397.89 FT TO THE POINT OF BEGINNING. CONTAINS 8.356 ACRES OF LAND. SUBJECT TO EASEMENTS OF RECORD. (SURVEY 06-14-2004 OHM ENGINEERS)

Recommended IFT District



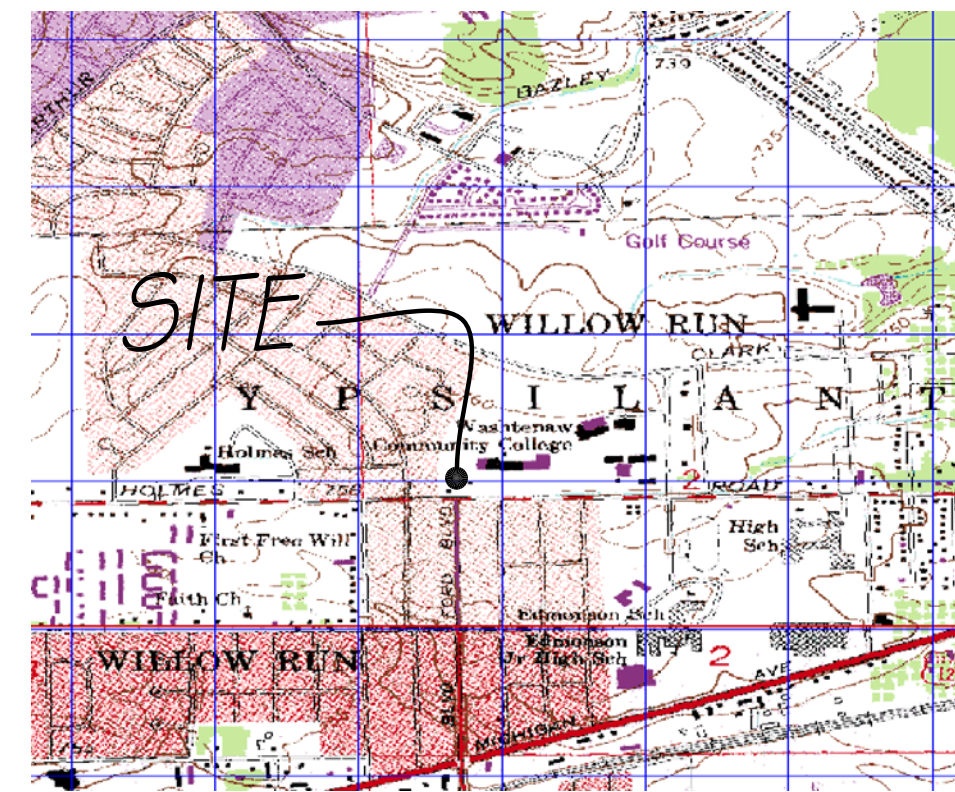
GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

LEGEND

- F.C.I. FOUND CAPPED IRON
- R. RECORD
- M. MEASURED



LOCATION MAP

1" = 2000'

Legal Description

(Tax Item No. K-11-02-275-012)

PART OF THE NORTHWEST 1/4 OF SECTION 2, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF HOLMES ROAD, DISTANT S. 88°44'20" W. 802.30 FEET AND N. 00°26'00" W. 33.00 FEET FROM THE CENTER OF SECTION 2, TOWN 3 SOUTH, RANGE 7 EAST AND PROCEEDING;
 THENCE ALONG THE NORTH LINE OF HOLMES ROAD S.87°52'26" W. 44.67 FEET MEASURED (S.88°44'20" W. 44.54' RECORD);
 THENCE N.00°37'36" W. 392.95 FEET MEASURED (N.00°26'00" W. 392.59 FEET RECORD);
 THENCE N.01°14'34" W. 34.69 FEET MEASURED (N.01°14'37" W. 34.68 FEET RECORD);
 THENCE N.88°52'43" E. 248.65 FEET MEASURED (N.88°53'00" E. 247.20 FEET RECORD);
 THENCE S.01°10'30" E. 245.57 FEET MEASURED (S.01°08'40" E. 245.61 FEET RECORD);
 THENCE S.88°41'30" W. 205.05 FEET MEASURED (S.88°44'20" W. 205.22 FEET RECORD);
 THENCE S.00°19'52" E. 180.62 FEET MEASURED (S.00°26'00" E. 181.02 FEET RECORD) TO THE POINT OF BEGINNING, CONTAINING 1.60 ACRES OF LAND, MORE OR LESS TOGETHER WITH AN EASEMENT FOR INGRESS EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITY LINES AS SET FORTH IN INSTRUMENT RECORDED IN LIBER 1466, PAGE 353, WASHTENAW COUNTY RECORDS.

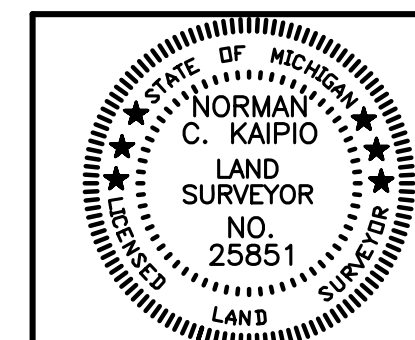
EASEMENT PARCEL:

A 35 FOOT WIDE EASEMENT FOR INGRESS, EGRESS AND UTILITIES DESCRIBED AS BEGINNING AT A POINT ON THE EAST AND WEST 1/4 LINE OF SECTION 2 AND THE CENTERLINE OF HOLMES ROAD, DISTANT S. 88°44'20" W. 767.30 FEET FROM THE CENTER OF SECTION 2, TOWN 3 SOUTH, RANGE 7 EAST AND PROCEEDING
 THENCE S. 88°44'20" W. 35.00 FEET;
 THENCE N. 00°26'00" W. 214.02 FEET;
 THENCE N. 88°44'20" E. 35.00 FEET;
 THENCE S. 00°26'00" E. 214.02 FEET TO THE POINT OF BEGINNING.

Surveyors Certificate

We hereby certify to Anuttara, L.L.C. and First American Title Insurance Company, that we have surveyed the property herein described, that there is located entirely thereon as shown a building and improvements, and that said building and improvements are within the property lines and that there are no existing encroachments upon the lands described, except as otherwise noted. commitment No. NU498637 also we have surveyed and mapped the above platted and/or described on November 29, 2007 and that the ratio of closure on the unadjusted field observations of such survey was 1 : 50,064 and that all the requirements of P.A. 132 1970 have been complied with.

Norman C. Kaipio
Registered Land Surveyor
No. 25851



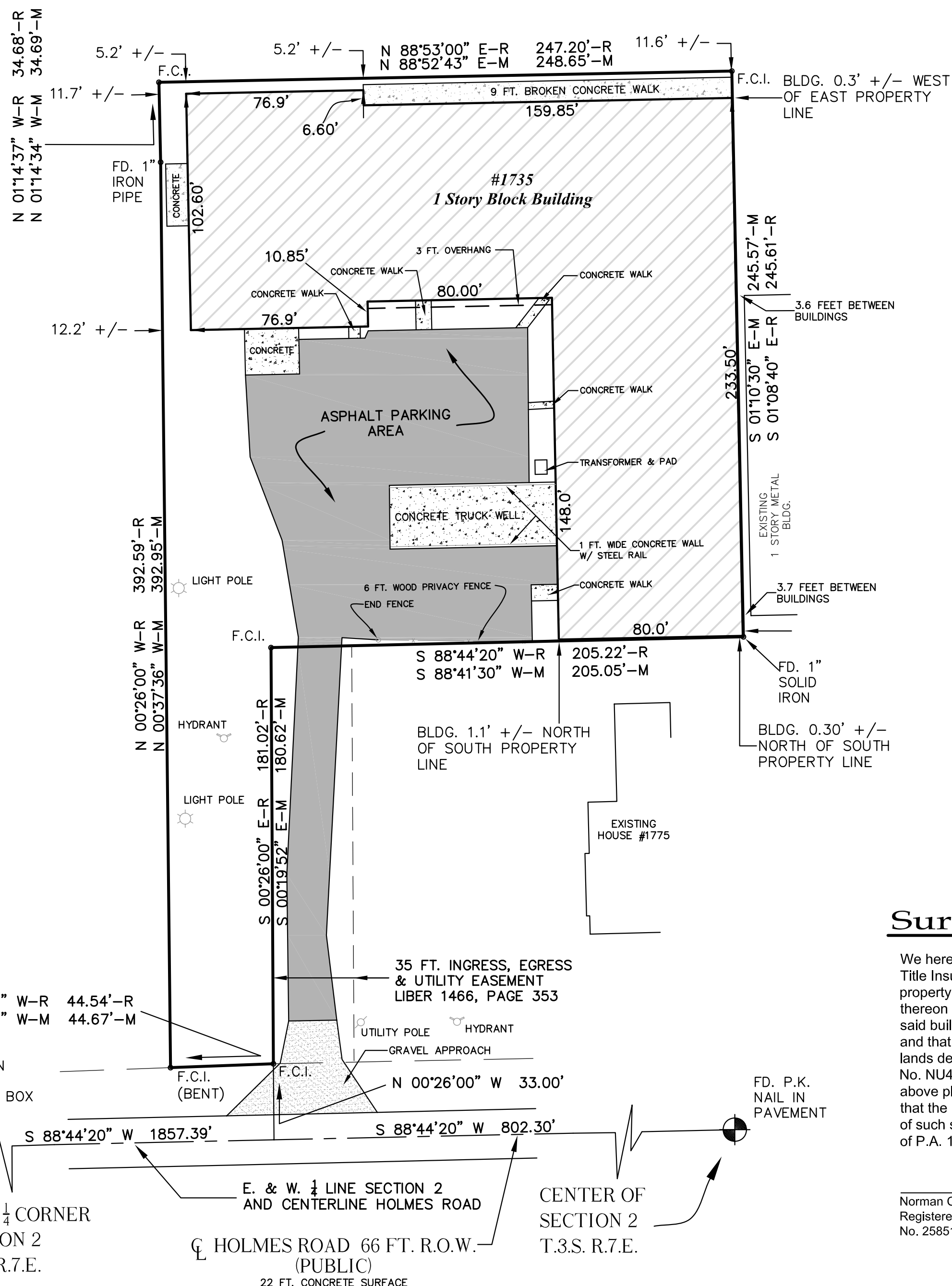
Norman C. Kaipio, R.L.S. #25851

LAND SURVEYOR
30867 Fargo, Livonia Michigan 48152
PHONE (248) 474-7807

Certificate of Survey
1735 HOLMES ROAD

Ypsilanti Township, Washtenaw County, Michigan

Drawn By: DW	Date: 12-2-2007	DWG NO. # 07019-S	REV
Checked By: DW	Revised:		
T. 3 S. R. 7 E.		SCALE: 1" = 40'	SHEET 1 OF 1





OFFICIAL SEAL

12/17/07

L-4658 P-252

Washtenaw Co., MI
Lawrence Kestenbaum
Clerk Register

Page: 1 of 3



ACS-5824794-D-2007-3
Lawrence Kestenbaum, Washtenaw

03:19 P
12/17/07
L-4658 P-252

STATE OF
Michigan
Washtenaw Co
12/17/2007
13889



REAL ESTATE TRANSFER TAX
\$297.00 - C
\$2,025.00 - S
\$ 105570

COVENANT DEED

(Unplatted Land)

Drafted By:
Larry Czekaj, Senior Vice President
TCF National Bank
1735 Holmes
Ypsilanti, MI

Return To:
Metropolitan Title Company
7891 Lochlin Drive
Brighton, MI 48116
DYANE TISCH

Send Tax Bills To:
Anuttara, LLC
1604 Clay
Detroit, MI 48211

Recording Fee: \$21.00	State Transfer Tax: \$2,025.00	Tax Parcel No.: 11-02-275-012, K -11-
File Number: NU498637	County Transfer Tax: \$297.00	02-275-012

THIS CONVEYANCE is made this December 03, 2007, *BETWEEN*
TCF National Bank, a national banking association
whose address is 1735 Holmes, Ypsilanti, MI, Grantor, and
Anuttara L.L.C., a Michigan limited liability company
whose address is 1604 Clay, Detroit MI 48211, Grantee

The Grantor, for and in consideration of the sum of

Two hundred seventy thousand Dollars (\$270,000.00)

said sum having been paid by the Grantee, the receipt whereof is hereby confessed and acknowledged, all right title and interest in a certain parcel of land known and described as follows as situated in the Township of **Ypsilanti**, County of **Washtenaw**, State of Michigan, to wit:

(SEE ATTACHED EXHIBIT A)

More commonly known as: **1735 Holmes, Ypsilanti, MI**

Subject To:

Existing building and use restrictions, easements of record, and zoning ordinances, if any, and the lien of real estate taxes not yet due and payable.

If the property conveyed is unplatted, the following applies:

The grantor grants to the grantee the right to make ALL division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in Law or Equity, of, in, and to the above bargained premises, with the said hereditaments and appurtenances; to have and to hold the premises as before described, with the appurtenances, unto the Grantee, their heirs and assigns, forever.

And the Grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, their heirs and assigns, that the Grantor, has not heretofore done, committed or wittingly or willingly suffered to be done or committed any act, matter, or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, or shall or may be charged or encumbered in title, estate or otherwise howsoever.

Dated this December 03, 2007.

WASHTENAW COUNTY TREASURER
TAX CERTIFICATE NO. 49402R

17


301

(Attached to and becoming a part of Covenant Deed dated: December 03, 2007 between TCF National Bank, a national banking association, as Grantor(s) and Anuttara L.L.C., a Michigan limited liability company, as Grantee(s).)

Seller(s):

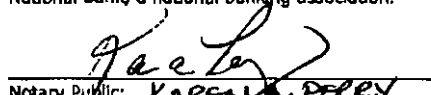
TCF National Bank, a national banking association


By: Larry Michael Czekaj, Senior Vice President


By: Elmer A. Sbach, Vice President

State of Michigan
County of ~~LIVINGSTON~~
WAYNE

The foregoing Instrument was acknowledged before me this December 03, 2007 by Larry Michael Czekaj, Senior Vice President, and Elmer A. Sbach, Vice President of TCF National Bank, a national banking association.


Notary Public: KAREN A. PERRY
Notary County/State: _____

County Acting In: _____
Commission Expires: _____

KAREN A. PERRY
Notary Public, Livingston County, Michigan
Acting In Wayne County, Michigan
My Commission Expires September 18, 2013

Page: 2 of 3
03:19 P
12/17/07
L-4658 P-252
ACS-5824784-D-2007-3
Lawrence Kestenbaum, Notary Public

EXHIBIT A

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

PARCEL I:

Commencing at center of Section 2; thence South 88 degrees 44 minutes 20 seconds West 802.30 feet; thence North 0 degrees 26 minutes West 214 feet for place of beginning; thence North 0 degrees 26 minutes West 211.62 feet; thence South 88 degrees 42 minutes 15 seconds West 44.54 feet; thence North 1 degrees 18 minutes West 34.64 feet; thence North 88 degrees 53 minutes East 247.2 feet; thence South 1 degrees 08 minutes 40 seconds East 245.57 feet; thence South 88 degrees 44 minutes 20 seconds West 205.23 feet to place of beginning, being part of Northwest 1/4, Section 2, Town 3 South, Range 7 East, together with an easement for ingress, egress and the installation and maintenance of utility lines as set forth in Instrument recorded in Liber 1466, page 353, Washtenaw County Records.

PARCEL II:


Commencing at the center of Section 2, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan; thence South 88 degrees 44 minutes 20 seconds West 802.00 feet along the East and West 1/4 line of said Section and the centerline of Holmes Road; thence North 0 degrees 26 minutes West 33.00 feet for a place of beginning; thence along the North line of Holmes Road South 88 degrees 44 minutes 20 seconds West 44.54 feet; thence North 0 degrees 26 minutes West 392.65 feet; thence North 88 degrees 42 minutes 15 seconds East 44.54 feet; thence South 0 degrees 26 minutes East 392.62 feet to the place of beginning, being a part of the Northwest 1/4 of said Section 2.

Said Parcels are also described in boundry survey by Norman C. Kaipio, R.L.S. #25851 dated December 2, 2007 as Drawing No. 07019-S:

Part of the Northwest 1/4 of Section 2, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, described as beginning at a point on the North line of Holmes Road, distant South 88 degrees 44 minutes 20 seconds West 802.30 feet and North 00 degrees 26 minutes 00 seconds West 33.00 feet from the center of Section 2, Town 3 South, Range 7 East, and proceeding thence along the North line of Holmes Road, South 87 degrees 52 minutes 26 seconds West 44.67 feet measured (South 88 degrees 44 minutes 20 seconds West 44.54 feet record); thence North 00 degrees 37 minutes 36 seconds West 392.95 feet measured (thence North 00 degrees 26 minutes 00 seconds West 392.59 feet record); thence North 01 degrees 14 minutes 34 seconds West 34.69 feet measured (thence North 01 degrees 14 minutes 37 seconds West 34.68 feet record); thence North 88 degrees 52 minutes 43 seconds East 248.65 feet measured (thence North 88 degrees 53 minutes 00 seconds East 247.20 feet record); thence South 01 degrees 10 minutes 30 seconds East 245.57 feet measured (thence South 01 degree 08 minutes 40 seconds East 245.61 feet record); thence South 88 degrees 41 minutes 30 seconds West 205.05 feet measured (thence South 88 degrees 44 minutes 20 seconds West 205.22 feet record); thence South 00 degrees 19 minutes 52 seconds East 180.62 feet measured (thence South 00 degrees 26 minutes 00 seconds East 181.02 feet record) to the point of beginning.

Easement Parcel:

A 35 foot wide easement for ingress, egress and utilities described as beginning at a point on the East and West 1/4 line of Section 2 and the centerline of Holmes Road, distant South 88 degrees 44 minutes 20 seconds West 767.30 feet from the center of Section 2, Town 3 South, Range 7 East and proceeding thence South 88 degrees 44 minutes 20 seconds West 35.00 feet; thence North 00 degrees 26 minutes 00 seconds West 214.02 feet; thence North 88 degrees 44 minutes 20 seconds East 35.00 feet; thence South 00 degrees 26 minutes 00 seconds East 214.02 feet to the point of beginning.

Tax Parcel Number(s): 11-02-275-012 *PT* 

SUBMITTED FOR RECORDING
DEC 17 2007
Washtenaw County, MI
Clerk Register's Office

Page: 3 of 3
03:13 P
12/17/07
ACS-5824794-D-2007-3
Lawrence Keetenbaum, Washtenaw
L-4658 P-252

OTHER BUSINESS

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



Clerk's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156
www.twp.ypsilanti.mi.us

MEMORANDUM

To: Ypsilanti Township Board of Trustees
From: Karen Lovejoy Roe, Clerk
Date: June 8, 2009
Subject: Authorizations & Bids

I am requesting the Board to take action on the following items:

Authorize:

- A. The request the request of Travis McDugald to purchase Microsoft Office Professional Plus with Software Assurance from CDWG in the amount of \$55,621 to be paid in three yearly payments of \$18,541 and authorize signing by the Supervisor and Clerk. Fund for the first year is available in line item #101.266.000.977.001.
- B. The request of Ed Wooton to develop specifications and accept sealed bids for four (4) new trucks to upgrade and supplement the Motor Pool as follows:
 - 1. Two (2) ¾ ton heavy duty plow trucks with plow attachment
 - 2. Two (2) compact, extended cab pickup trucks.

Alternate hybrid and conventional gasoline bids will be accepted for the pickup trucks and all bids are subject to final approval by the board. Funding for the vehicles is available in line item #595.597.000.985.000.

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



Computer Support

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

Memorandum

To: Ypsilanti Township Board
From: Travis McDugald, IS Manager
Date: May 26, 2009
Re: Microsoft Office Upgrade

I would like to request the Township Board to approve the purchase of Microsoft Office Professional Plus with Software Assurance from CDWG for a total of \$55,621 to be paid in three yearly payments of \$18,541.

I would also like to request the Township authorize the signing of documents necessary for the purchase of said software upon attorney review.

CDWG was the lowest proposal received. CDWG is States REMC's (Regional Educational Media Center) Microsoft reseller. Funding for the year one is available in account 101.266.000.977.001.

Company	License Program	Total	Yearly (Years 1 -3)
AtrioSystems.com	Open Value	\$65,230	\$21,980
CDWG	Enterprise Agreement	\$55,621	\$18,541
Dell	Enterprise Agreement	\$55,700	\$18,590
GovConnection	Government	\$60,278	\$24,036
Office Max	Open Business	\$72,922	N/A

Computer Support

Training

With the use of Microsoft free online training materials and with the use of the County's training program we should be able to get all Township employees up to speed with the new software.

With the use of Microsoft online training we may wish to purchase some head phones for Township employees. Some of the training are simple instruction pages others are made of video's

If there are any questions please contact my office.

Travis McDugald

IS Manager, Charter Township of Ypsilanti

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



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: Ed Wooton, Building Superintendent

Date: June 8, 2009

Subject: Motor Pool Fleet Upgrade

I am requesting board authorization to develop specifications and accept sealed bids for four [4] new trucks to upgrade and supplement our Motor Pool Fleet. When the bid process is completed, I will seek board approval to complete the purchase of these vehicles. This will allow us to have more reliable and attractive vehicles to better serve our community.

The following vehicles are needed:

1. Two [2] 3/4 ton heavy duty plow trucks w/plow attachment.
2. Two [2] compact, extended cab pickup trucks.

I will accept alternate hybrid and conventional gasoline bids for the compact pickup trucks. Funding for this proposed purchase is available in Motor Pool Fund line item # 595-597-000-985-000.

Thank you for considering my request. If you should have any questions or concerns, I am available at any time.

CHECK REGISTER REPORT

Date: 06/10/2009

Time: 2:42pm

Page: 1

Charter Township of Ypsilanti

BANK: HAND CHECKS

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
97709	06/01/2009	Printed	0119	DTE ENERGY**	STREETLIGHTS - APRIL 2009	57,251.79
97710	06/02/2009	Printed	6263	STANDARD INSURANCE COMPANY	LIFE & DISABILITY - JUNE 2009	4,057.82
97711	06/05/2009	Printed	0163	WASHTENAW COUNTY BOARD OF ROAD	PERMIT FEE - FIREWORKS DISPLAY	40.00
97712	06/09/2009	Printed	0551	KIMBERLEE RAGLIN	REIMBURSEMENT - OPEN HOUSE	476.63
Total Checks: 4						Bank Total: 61,826.24
Total Checks: 4						Grand Total: 61,826.24

Accounts Payable Checks	339,335.61
Hand checks	+ 61,826.24
Total	<u>401,161.85</u>

CHECK REGISTER REPORT

Date: 06/10/2009

Time: 2:34pm

Page: 1

Charter Township of Ypsilanti

BANK:

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
97713	06/10/2009	Printed	0657	14-B DISTRICT COURT	SMALL CLAIMS	25.00
97714	06/10/2009	Printed	8412	ACO HARDWARE	SUPPLIES	49.24
97715	06/10/2009	Printed	6143	AL WALTERS HEATING AND COOLING	REPAIRS - COMMUNITY CENTER	104.00
97716	06/10/2009	Printed	6940	ALL AROUND LAWN CARE, INC.	LAWN CARE	3,460.20
97717	06/10/2009	Printed	0049	ALL SEASONS LANDSCAPING CO.	PARTS	9.00
97718	06/10/2009	Printed	0397	ALLIE BROTHERS, INC.	UNIFORMS FOR NEW HIRES AND REP	503.56
97719	06/10/2009	Printed	6981	ALLIED SUBSTANCE ABUSE	MISCELLANEOUS	35.00
97720	06/10/2009	Printed	6769	AMERICAN MESSAGING	ACCT. #Z1-264640	172.22
97721	06/10/2009	Printed	0017	ANN ARBOR CLEANING SUPPLY	SUPPLIES	58.50
97722	06/10/2009	Printed	0022	ANN ARBOR WELDING SUPPLY CO	SUPPLIES	281.91
97723	06/10/2009	Printed	6901	AQUACIDE COMPANY	MAINTENANCE	378.09
97724	06/10/2009	Printed	15468	KIVIA ASHFORD	REFUND - ROOM RENTAL	100.00
97725	06/10/2009	Printed	0909	AT & T*	ACCT. #053 294-5218 001	31.62
97726	06/10/2009	Printed	1387	ATLAS PEN AND PENCIL CORP.	PRO SHOP RESALE - BAGGED GOLF	220.95
97727	06/10/2009	Printed	0215	AUTO VALUE YPSILANTI	SUPPLIES	176.45
97728	06/10/2009	Printed	6702	BELFOR USA	LOCATION: 819 CALDER	678.00
97729	06/10/2009	Printed	6971	BIO-CARE, INC.	HOSPITAL PHYSICALS	425.00
97730	06/10/2009	Printed	5049	BLUE CROSS BLUE SHIELD OF MI	HEALTH INSURANCE - JULY 2009	139,176.21
97731	06/10/2009	Printed	0057	BOONE AND DARR, INCORPORATED	REPAIRS	379.14
97732	06/10/2009	Printed	4247	CAMPBELL SCIENTIFIC	SUPPLIES FOR DO SENSOREX SENSO	82.07
97733	06/10/2009	Printed	15166	CARPET CENTER & FLOORS	MAINTENANCE	250.00
97734	06/10/2009	Printed	5553	CAYMAN SPORTS COMPANY	SUPPLIES FOR YOUTH AND ADULT T	240.00
97735	06/10/2009	Printed	6015	CENTRON DATA SERVICES	POSTAGE - SUMMER TAX BILLS	4,245.00
97736	06/10/2009	Printed	15467	FLORETHA CHAMBERS	REFUND - ROOM RENTAL	40.00
97737	06/10/2009	Printed	0870	CHARTER TOWNSHIP OF SUPERIOR	LOCATION: GREEN OAKS GOLF	33.63
97738	06/10/2009	Printed	6718	CIGAR MAN	PRO SHOP RESALE - CIGARS	116.60
97739	06/10/2009	Printed	2930	CITICAPITAL	GOLF CART LEASE - JUNE 2009	6,038.46
97740	06/10/2009	Printed	2930	CITICAPITAL	GOLF CART LEASE - JULY 2009	6,038.46
97741	06/10/2009	Printed	6477	CITY OF ANN ARBOR	SHERIFF PATROL	1,450.16
97742	06/10/2009	Printed	0825	CITY OF YPSILANTI	DUE TO CITY OF YPSILANTI	32,235.06
97743	06/10/2009	Printed	15452	COLD CUT KRUISE	PRO SHOP RESALE	305.10
97744	06/10/2009	Printed	0363	COMCAST CABLE	ACCT. #09588 305185-03-3	443.52
97745	06/10/2009	Printed	1312	COMPLETE BATTERY SOURCE	MAINTENANCE	61.52
97746	06/10/2009	Printed	0032	COMPUTER MEDIC	REPAIRS	121.00
97747	06/10/2009	Printed	3976	CONFINED SPACE SERVICES	STANDBY RESCUE SERVICE, OSHA S	700.00
97748	06/10/2009	Printed	0582	CONGDON'S	SUPPLIES	118.26
97749	06/10/2009	Printed	2002	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE - JUNE 2009	12,444.49
97750	06/10/2009	Printed	15102	ELEMENTS OF EXERCISE	FITNESS INSTRUCTION	2,565.00
97751	06/10/2009	Printed	8484	RICHARD ELLSWORTH	BOOT ALLOWANCE	75.00
97752	06/10/2009	Printed	1200	FEDERAL EXPRESS CORPORATION	POSTAGE	43.25

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Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
97753	06/10/2009	Printed	6419	FIRE ENGINEERING	MEMBERSHIP	29.95
97754	06/10/2009	Printed	0470	FOOTJOY	PRO SHOP RESALE	64.97
97755	06/10/2009	Printed	6335	FOREMOST PROMOTIONS	COLORING AND ACTIVITY BOOKS FO	469.56
97756	06/10/2009	Printed	4152	SHARON FRISCHMAN	MILEAGE REIMBURSEMENT	81.40
97757	06/10/2009	Printed	6033	GARAN LUCOW MILLER, P.C.	PROFESSIONAL SERVICES	1,260.60
97758	06/10/2009	Printed	15464	ZANDRA GIBBS	REFUND - SCU APPLICATION	100.00
97759	06/10/2009	Printed	0801	GOLF COURSE SUPERINTENDENTS	MEMBERSHIP DUES 7-1-09 THROUGH	320.00
97760	06/10/2009	Printed	1233	GORDON FOOD SERVICE INC.	SUPPLIES	58.43
97761	06/10/2009	Printed	6161	GOVERNMENTAL CONSULTANT	PROFESSIONAL SERVICES	3,600.00
97762	06/10/2009	Printed	0107	GRAINGER	SUPPLIES	711.58
97763	06/10/2009	Printed	0070	GREAT LAKES TELECOM, INC.	TELEPHONE	140.37
97764	06/10/2009	Printed	0426	GUARDIAN ALARM	BILLING: 14B COURT	1,457.54
97765	06/10/2009	Printed	6542	HARBOR FREIGHT	TOOLS	42.35
97766	06/10/2009	Printed	0844	HEIKKINEN PRODUCTIONS	SHIRTS	37.50
97767	06/10/2009	Printed	6786	HERITAGE CRYSTAL CLEAN, LLC	MAINTENANCE	187.31
97768	06/10/2009	Printed	15465	HERTZ EQUIPMENT RENTAL CORP.	EQUIPMENT RENTAL	367.28
97769	06/10/2009	Printed	0503	HOME DEPOT	SUPPLIES	266.35
97770	06/10/2009	Printed	6707	HURON FUEL PLAZA	BASIC WASH	63.00
97771	06/10/2009	Printed	0473	HURON RIVER WATERSHED COUNCIL	MEMBERSHIP DUES	2,327.51
97772	06/10/2009	Printed	2902	J & R TRACTOR, LLC	HYDRAULIC OIL AND STEERING PUM	198.70
97773	06/10/2009	Printed	6636	JOHN HANCOCK LIFE INSURANCE	OFFICIALS RETIREMENT - MAY	5,552.96
97774	06/10/2009	Printed	15367	JON HARRINGTON'S TREE SERVICE	TREE REMOVAL	500.00
97775	06/10/2009	Printed	0391	KONICA MINOLTA - ALBIN	METER CHARGE	90.99
97776	06/10/2009	Printed	0519	LEISURE PURSUITS, INC.	AMUSEMENT PARK TICKET SALES	810.25
97777	06/10/2009	Printed	0230	LESCO INCORPORATED	SUPPLIES	607.44
97778	06/10/2009	Printed	6669	LIFELOC	SUPPLIES	35.00
97779	06/10/2009	Printed	6467	LOWES	SUPPLIES	161.44
97780	06/10/2009	Printed	15466	KELLY MASTIE	TAX PREPARATION FEE	90.00
97781	06/10/2009	Printed	0253	MCLAIN AND WINTERS	PROFESSIONAL SERVICES	71,737.54
97782	06/10/2009	Printed	0264	MICHIGAN ASSESSORS ASSOC	MEMBERSHIP DUES	375.00
97783	06/10/2009	Printed	15402	MIDWEST MEDICAL CENTER	HOSPITAL PHYSICALS	570.00
97784	06/10/2009	Printed	6269	NFPA	MEMBERSHIP	787.50
97785	06/10/2009	Printed	2095	O'BRYAN'S LOCK & KEY	LOCKER REPAIR	248.50
97786	06/10/2009	Printed	2997	OFFICE EXPRESS	SUPPLIES	854.08
97787	06/10/2009	Printed	15173	DIANA B. OWINGS	TRANSLATOR SERVICES	575.00
97788	06/10/2009	Printed	1668	PING	PRO SHOP RESALE	26.64
97789	06/10/2009	Printed	0327	PINTER'S FLOWERLAND, INC.	TOP SOIL	165.00
97790	06/10/2009	Printed	2966	PITNEY BOWES	INK FOR POSTAGE MACHINE	114.74
97791	06/10/2009	Printed	2814	PLYMOUTH TRADING POST	SUPPLIES	44.50
97792	06/10/2009	Printed	0928	PROFESSIONAL TREE SERVICE	REMOVAL OF TREE - REPAIR FENCE	362.00

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Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
97793	06/10/2009	Printed	15210	PSYBUS	PROFESSIONAL SERVICES	1,200.00
97794	06/10/2009	Printed	15122	R.W. MERCER	FUEL TANK REPAIRS	121.50
97795	06/10/2009	Printed	11340	RECYCLE ANN ARBOR	SWITCHOUT RECYCLE BOX	4,000.00
97796	06/10/2009	Printed	15377	RICOH DIRECT	STAPLES AND TONER FOR C4000 CO	77.50
97797	06/10/2009	Printed	6308	RKA PETROLEUM	REFILL DIESEL AND E-10 87 FUEL	6,211.59
97798	06/10/2009	Printed	0043	DENISE ROE	MILEAGE REIMBURSEMENT	15.40
97799	06/10/2009	Printed	0383	SHERWIN WILLIAMS COMPANY	SUPPLIES	46.08
97800	06/10/2009	Printed	1507	SPARTAN DISTRIBUTORS	REPAIR PARTS	1,272.33
97801	06/10/2009	Printed	0399	SPEARS FIRE & SAFETY SERVICE	FIRE & SAFETY SERVICES	128.00
97802	06/10/2009	Printed	1338	STADIUM TROPHY	PLAQUES	18.00
97803	06/10/2009	Printed	3001	START SMART SPORTS DEV.	SUPPLIES	164.00
97804	06/10/2009	Printed	1235	SURE-FIT LAUNDRY COMPANY	LAUNDRY - COMMUNITY CENTER	1,355.64
97805	06/10/2009	Printed	0449	SYSKO FOOD SERVICES OF DETROIT	PRO SHOP RESALE	2,163.81
97806	06/10/2009	Printed	0468	TITLEIST	PRO SHOP RESALE	26.45
97807	06/10/2009	Printed	2897	TRANSACT TECHNOLOGY	FUNDBALANCE MACHINE ROLLS	115.95
97808	06/10/2009	Printed	1637	TURF GRASS INC.	CHEMICALS	431.28
97809	06/10/2009	Printed	1475	VERIZON WIRELESS	ACCT. #585505481-00001	104.48
97810	06/10/2009	Printed	0465	WEST SHORE FIRE REPAIR, INC	TURNOUT GEAR FOR NEW HIRES	3,381.95
97811	06/10/2009	Printed	6271	WILLOW RUN COMMUNITY SCHOOLS	FEES FOR USE OF AUDITORIUM - Y	267.75
97812	06/10/2009	Printed	4263	WOLVERINE FREIGHTLINER	SUPPLIES	433.74
97813	06/10/2009	Printed	0480	YPSILANTI COMMUNITY	ACCT. #2-037-360000-01	3,703.24
97814	06/10/2009	Printed	0494	ZEE MEDICAL SERVICE COMPANY	SUPPLIES	318.27
97815	06/10/2009	Printed	12040	ABRAHAM & GAFFNEY PC	PROFESSIONAL SERVICES	1,000.00
97816	06/10/2009	Printed	0158	MARK HAMILTON	ATTY FEES - JUNE 2009	1,500.00
97817	06/10/2009	Printed	15195	MARK NELSON	ATTY FEES - JUNE 2009	1,875.00

Total Checks:	105	Bank Total:	339,335.61
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Total Checks:	105	Grand Total:	339,335.61
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