

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE DECEMBER 7, 2010 REGULAR MEETING**

The meeting was called to order by Supervisor Brenda L. Stumbo at approximately 7:06 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer was observed.

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

**Members Absent:** Trustee Dee Sizemore

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC HEARING**

**7:00 P.M. – 2010 SPECIAL ASSESSMENT LEVY – RESOLUTION NO. 2010-28**

The public hearing was opened at 7:08

Supervisor Stumbo explained the special assessment roll was for lighting of the streetlights in special assessment districts and the Sherman Oaks water improvement program.

The public hearing was closed at 7:09

**A motion was made by Clerk Lovejoy Roe supported by Trustee Currie to approve Resolution No. 2010-28, Special Assessment Levy (see attached). The motion carried unanimously.**

**PRESENTATION OF PROCLAMATION HONORING:**

- A. 2010 LINCOLN HIGH SCHOOL BOYS VARSITY SOCCER TEAM**
- B. 2010 WILLOW RUN HIGH SCHOOL BOYS VARSITY FOOTBALL TEAM**

Clerk Lovejoy presented to the 2010 Lincoln High School Boys Varsity Soccer Team and the 2010 Willow Run High School Boys Varsity Football Team on behalf of the Township Board, a proclamation honoring their 2010 season achievements.

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**PUBLIC COMMENTS**

Angela Barbash, Township Resident asked if the Board would be willing to consider legalizing chickens and goats for urban farmers in Ypsilanti Township.

Supervisor Stumbo replied it had not been discussed.

Ms. Barbash stated she would provide information for the Board. She said it was something that would be welcomed by many residents.

Dan Benefield, Township Resident commended the high school teams on their great achievements. He also expressed his condolences to the Sizemore family on the passing of Roland Sizemore, Sr.

Barbara Hale, Township Resident stated she was very concerned about the safety of the Holmes Road area where there had been several B&E's in the last few weeks. She proceeded to explain all her concerns and the lack of response from the Washtenaw County Sheriff's Department (WCSD).

Barb Carpenter, Township Resident said joining the City to get our own police department would be beneficial to all the residents. She felt the Township was being held hostage by the WCSD and residents had no representation.

Stan McGara, Township Resident thanked the Board for their cooperation with taking care of his concerns voiced at a previous meeting. He explained the problems he had encountered with the WCSD concerning filing an identity theft report. He said he thought it tied into the possibility of having our own Township police because if the County would not work with the Township, we would have to do it ourselves. Mr. McGara stated he was personally opposed to a joint police services with the City of Ypsilanti.

Derrick Jackson, WCSD and Township Resident stressed he was more than happy to speak with anyone who had questions regarding the services of the Sheriff's office. He explained the WCSD email alert system and encouraged residents sign up to receive the alerts. Mr. Jackson stated the alert system provided information to the public and had been instrumental in reducing the number of B&E's. He further stated communication between the WCSD and residents was improving, which had helped solve some of the crimes. Mr. Jackson said an educated community was their best partner.

Donna Mullins, Township Resident stated she had some of the same concerns about being held hostage by the WCSD. She further stated the Township had to get their own department.

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**MINUTES**

**A. NOVEMBER 3, 2010 AND NOVEMBER 8, 2010 SPECIAL WORK SESSION**

**A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve the minutes of the November 3, 2010 Special Work Session, November 8, 2010 Special Work Session. The motion carried unanimously.**

**B. NOVEMBER 16, 2010 WORK SESSION AND REGULAR MEETING**

**A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve the minutes of the November 16, 2010 Work Session and Regular Meeting. The motion carried unanimously.**

**SUPERVISOR REPORT**

Supervisor Stumbo stated Roland Sizemore, Sr. passed away on November 21, 2010, Denise Mays, former Ypsilanti Township Deputy Assessor passed away on December 5, 2010 and S.L. Roberson, longtime pastor and Township Resident passed away on December 4, 2010. She asked that the families be remembered during the holiday season.

**TRUSTEE REPORT**

Trustee Martin said the wooded portion of the property on Harris Road, recently purchased by Ypsilanti Township had signs of alcohol, substance abuse and possible use by the homeless. He asked that the brush be cleared to make the property more visible.

Supervisor Stumbo stated the property should be posted with the appropriate Township rules and regulations.

**ATTORNEY REPORT**

**A. AUTHORIZATION TO APPROVE:**

- 1. PROPOSAL FOR A REGIONAL POLICE AUTHORITY FEASIBILITY STUDY FOR THE CITY AND TOWNSHIP OF YPSILANTI DATED NOVEMBER 16, 2010 FROM RW MANAGEMENT GROUP INC.**
- 2. PERSONAL SERVICES CONTRACT BETWEEN CITY OF YPSILANTI, CHARTER TOWNSHIP OF YPSILANTI AND RW MANAGEMENT GROUP INC.**

**3. ADDENDUM TO AGREEMENT FOR REGIONAL POLICE AUTHORITY SERVICES**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to approve the Proposal for a Regional Police Authority Feasibility Study for the City and Township of Ypsilanti dated November 16, 2010 from RW Management Group, the Personal Service Contract between the City of Ypsilanti, Township of Ypsilanti and RW Management Group, Inc., the Addendum to Agreement for Regional Police Authority Services and to authorize signing of the agreements (see attached). The motion carried unanimously.**

Attorney Winters stated the agenda items were a culmination of what the Township Board and the City Council had authorized the representatives to explore. He said the Police Committee was extremely excited about how the study would go forward and be handled in a very professional manner. Attorney Winters explained the study would allow the City and Township to jointly explore the feasibility of developing a regional police authority. He stated the documents were in proper form to act upon.

Trustee Eldridge reiterated that one of the components added was that the consultant would not only be gathering information but would take comments and seek information from residents throughout the community. He said it had been a well-based concern of Clerk Lovejoy Roe to have input from residents.

Stan McGara, Township Resident questioned if the Board considered contacting one of the local universities to do the study.

Trustee Eldridge stated local universities did not handle this type of study and this particular consultant had worked with numerous municipalities on this type of specific study.

Supervisor Stumbo said the only university she was familiar with, was Northwestern University who had done studies for the County in the past, but she did not recommend them. She explained this particular company had done a previous study with the City of Ypsilanti, Washtenaw County and Superior Township and had baseline information which affected the actual cost of the study.

Trustee Eldridge stated references were provided and there were measureable benchmarks from this company

Derrick Jackson, WCSD stated it was important that this study be done. He said the Sheriff's office had looked internally to ensure they were doing the best they could to save the \$2 million dollars over the last year. He asked from a resident's standpoint, what the study would involve because there were multiple options.

Attorney Winters explained the RFP was very detailed but the study would focus on service levels, staffing, cost impacts, funding sources, governance, equipment credits, facilities and management of creating a police authority, along with an implementation

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plan. He further explained there would be some general categories and some very specific categories. He stated all the information was on the website.

Angela Barbash, Township Resident requested that the consultant meet with the West Willow Neighborhood Association Executive Board and the Citizen Patrol Team as part of the resident feedback.

**B. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IF NECESSARY, IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR THE PROPERTY LOCATED AT 2375 S. GROVE ROAD**

**A motion was made by Trustee Eldridge, supported by Treasurer Doe to authorize legal action if necessary, in Washtenaw County Circuit Court to abate public nuisance for property located at 2375 S. Grove Road. The motion carried unanimously.**

Supervisor Stumbo stated the nuisance properties were discussed at length in the Work Session. There had been several incidents of sales to minors, issues with the police department and structural problems with the building. She said they had met with the property owner, who had agreed to take care of the issues but had failed to do so.

**A friendly amendment was made by Clerk Lovejoy Roe to include 10131 Textile Road and 968 Ecorse Road in the motion.**

Supervisor Stumbo said there was a request to add to the authorization to initiate legal action if necessary, in Washtenaw County Circuit Court to abate public nuisance for the property located at 10131 Textile Road, which had the same owner and to request formal approval for emergency legal action in Washtenaw County Circuit Court to abate the public nuisance for the property located at 968 Ecorse Road.

**The friendly amendment was accepted. The motion carried unanimously.**

**C. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IF NECESSARY, IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR THE PROPERTY LOCATED AT 10131 TEXTILE ROAD**

**D. REQUEST FOR FORMAL APPROVAL EMERGENCY LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR THE PROPERTY LOCATED AT 968 ECORSE ROAD**

Items C and D were included in the motion for item B.

**E. GENERAL LEGAL UPDATE**

Attorney Winters stated in regards to the Grove Road Dairy Mart, Detective Everett Robbins was extremely aggressive in trying to stem the sale of alcohol to minors. He said the owners of a liquor license in Ypsilanti Township had to understand that having a license was not a right and when abused, there should be consequences.

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Attorney Winters reported that Bob George, former developer in Ypsilanti Township and owner of Crystal Pond Condominiums had plead guilty to 12 felonies and would be sentenced on January 25, 2011.

Attorney Winters said the Zeer Security, Woodard's Building and Tuscan Creek Apartments would soon be demolished and provided a brief background of each of the properties.

Attorney Winters further stated legislation was finally passed that provided the final tool for Washtenaw and Wayne Counties to start aggressively pursuing the redevelopment zones in relation to Aerotropolis.

Mike Radzik, Office of Community Standards Director said the Board would have the opportunity to send a victim impact statement to Judge Shelton regarding Bob George's dealings in the Township.

**OLD BUSINESS**

**1. RESOLUTION NO. 2010-19 – BOARD MEETING DATES FOR 2011 (tabled at the November 16, 2010)**

**A motion was made by Trustee Eldridge, supported by Trustee Currie to remove the item from the table. The motion carried as follows:**

<b>Martin: Yes</b>	<b>Eldridge: Yes</b>	<b>Currie: Yes</b>	<b>Sizemore: Absent</b>
<b>Stumbo: Yes</b>	<b>Lovejoy Roe: Yes</b>	<b>Doe: Yes</b>	

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2010-19, Board Meeting Dates for 2011 (see attached). The motion carried unanimously.**

Clerk Lovejoy Roe stated the meetings remained on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday but the time had changed to 6:30 p.m. and there would only be one meeting instead of a Work Session and Regular Meeting.

Trustee Eldridge asked the reason there was only one meeting listed in September.

Supervisor Stumbo said it was due to the Labor Day holiday. She also stated it was a good process to have the total discussion during the Board Meeting.

**NEW BUSINESS**

**1. BUDGET AMENDMENT #13**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve Budget Amendment #13 (see attached). The motion carried unanimously.**

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This item was amended per discussion at the Work Session to account for the expenditure of the police services feasibility study.

**2. REQUEST OF PARK COMMISSION FOR APPROVAL OF CHARTER TOWNSHIP OF YPSILANTI NON-MOTORIZED PEDESTRIAN/BICYCLE PATHWAY SYSTEM: NON-MOTORIZED FACILITIES INVENTORY, ANALYSIS, AND PLANNING STUDY**

A motion was made by Clerk Lovejoy Roe , supported by Treasurer Doe to refer the Charter Township of Ypsilanti Non-Motorized Pedestrian/Bicycle Pathway System: Non-Motorized Facilities Inventory, Analysis and Planning Study to Township staff for their recommendation to be brought back to the Board at the February 15, 2011 Regular Meeting. The motion carried unanimously.

**3. REQUEST OF MATT RINNA FOR A 2010 CLASS C LICENSE FOR PACIFIC BEACH BURRITOS, INC., LOCATED AT 2835 WASHTENAW TO THE LIQUOR COMMITTEE (referred to the Liquor Committee at the November 16, 2010 Regular Meeting)**

A motion was made by Trustee Currie, supported by Treasurer Doe to approve the request of Matt Rinna for a 2010 Class C License for Pacific Beach Burritos, Inc., located at 2835 Washtenaw.

Treasurer Doe provided a brief overview of the business and said the Liquor Committee recommended approval of the request. He said the applicant said that in the unlikely event that his business failed, he would agree to sell his liquor license back to the Township for the \$1,000 application fee.

Attorney Winters said he wanted to make sure that would be a valid, enforceable contract with the State of Michigan, Liquor Control Commission. He said once the license was issued, he did not know if a stipulation could be placed on the approval.

Mr. Radzik stated the LCC must investigate and approve any sale or transfer of any license so unless they approved it, it would not happen. He further stated if the business was to fail, State law required the license to be escrowed within 30 days and if he failed to do so, the license would be returned to the Township.

Clerk Lovejoy Roe called the question.

**The motion carried unanimously.**

**4. LEASE AGREEMENT BETWEEN YPSILANTI TOWNSHIP AND YPSILANTI COMMUNITY UTILITIES AUTHORITY (YCUA) FOR "SERVICE CENTER BUILDING", LOCATED AT 2770 CLARK ROAD**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve Lease Agreement between Ypsilanti Township and Ypsilanti Communities Utilities Authority (YCUA) for "Service Center Building", located at 2770 Clark Road (see attached). The motion carried unanimously.

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**5. RE-IMAGING WASHTENAW**

**A. RESOLUTION NO. 2010-29 – RESOLUTION OF INTENT**

**B. RESOLUTION NO. 2010-30 – CREATION OF JOINT CORRIDOR  
IMPROVEMENT AUTHORITY**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to refer the agenda item to the Planning Commission for their recommendation and to be brought back to the Board at the December 21, 2010 Regular Meeting for formal action. The motion carried unanimously.**

Joe Lawson, Planning Coordinator briefly reviewed the plan to re-image Washtenaw Avenue that was presented to the Board at the October 19, 2010 Regular Meeting. He said it was not a full commitment but just the intent to move forward and Board approval was necessary so Washtenaw County would continue to provide assistance through staffing.

Teri Blackmore, WATS provided a brief presentation surrounding the creation of a joint corridor improvement authority. She said there was a strategy that recommended specific improvements for Ypsilanti Township such as, improvements to the road, to the sidewalks, the provision of non-motorized paths and improvements to bus stops.

**6. TEAM (EPA) PROVIDER – SERVICE AGREEMENT RENEWAL**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve TEAM (EPA) Service Agreement Renewal in the amount of \$4,200, budgeted in line item #101-851-000-724-000 and to authorize signing of the agreement (see attached). The motion carried unanimously.**

**7. AUTHORIZATION TO FILL ACCOUNTING DIRECTOR POSITION**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve filling of Accounting Director position as outlined by Karen Wallin, Human Resource Representative . The motion carried unanimously.**

Supervisor Stumbo stated the compensation package was included in the Board Packet and the candidate was a Township resident. She reiterated the original 47 applicants were narrowed to eight phone interviews and of those eight, three applicants were in the final interview.

Trustee Eldridge questioned when the Township had these types of vacancies, once the applicants were narrowed to the final group, could they attend a meeting to answer any questions of the Board or community. He would like to talk about changing the process that would allow the Board to meet the applicants before a decision was made.

Clerk Lovejoy Roe stated she thought it was a great idea.



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**8. GOVERNMENTAL CONSULTANT SERVICES, INC. (GCSI) 2011 CONTRACT**

**A motion was made by Trustee Eldridge, supported by Treasurer Doe to approve the 2011 Governmental Consultant Services, Inc. (GCSI) contract (see attached). The motion carried unanimously.**

Trustee Martin stated based on the Lakeside and Aerotropolis projects, he felt the Township was getting a good return for the investment in GCSI.

Clerk Lovejoy Roe concurred with Trustee Martin that the projects were great and GCSI's ability to bring in the head directors for the State of Michigan for a variety of departments was incredible. She said GCSI probably had more access than some legislators

**9. REQUEST OF JEFF ALLEN, RSD DIRECTOR FOR AUTHORIZATION TO SEEK "CONNECTING COMMUNITIES" GRANT**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the request to seek "Connecting Communities" grant. The motion carried unanimously.**

**10. REQUEST OF CHIEF COPELAND TO DONATE DEFUNCT ALPHA-NUMERIC PAGER HARDWARE TO WASHTENAW COUNTY HAZARDOUS MATERIAL RESPONSE AUTHORITY**

**A motion was made by Trustee Eldridge, supported by Trustee Currie to approve the request to donate defunct Alpha-Numeric pager hardware to Washtenaw County Hazardous Material Response Authority. The motion carried unanimously.**

**11. RESOLUTION NO. 2010-18 – 2011 FISCAL YEAR BUDGET**

Supervisor Stumbo provided a PowerPoint presentation outlining the 2011 Fiscal Year Budget.

**A motion was made by Trustee Martin, supported by Treasurer Doe to approve Resolution No. 2010-18, Fiscal Year Budget (see attached). The motion carried unanimously.**

Clerk Lovejoy Roe stated Supervisor Stumbo had done a great job on the budget.

Supervisor Stumbo said the presentation was posted on the Township website.

**12. RESOLUTION NO. 2010-23 – SUPERVISOR SALARY FOR 2011**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Martin to approve Resolution No. 2010-23, Supervisor Salary for 2011 (see attached). The motion carried unanimously.**

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**13. RESOLUTION NO. 2010-24 – CLERK SALARY FOR 2011**

**A motion was made by Trustee Currie, supported by Trustee Eldridge to approve Resolution No. 2010-24, Clerk Salary for 2011 (see attached). The motion carried unanimously.**

**14. RESOLUTION NO. 2010-25 – TREASURER SALARY FOR 2011**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve Resolution No. 2010-25, Treasurer Salary for 2011 (see attached). The motion carried unanimously.**

**15. RESOLUTION NO. 2010-26 – TRUSTEE SALARIES FOR 2011**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2010-26, Trustee Salaries for 2011 (see attached). The motion carried unanimously.**

**16. RESOLUTION NO. 2010-27 – WAGE RESOLUTION FOR 2011**

**A motion was made by Trustee Eldridge, supported by Treasurer Doe to approve Resolution No. 2010-27, Wage Resolution for 2011 (see attached).**

Clerk Lovejoy Roe stated that \$70,000 had been included for the Accounting Director change and she questioned the increase to Neighborhood Watch Coordinator salary from what was approved by the Board.

Supervisor Stumbo said it was supposed to be \$100 a week additional to go to the meetings.

Clerk Lovejoy Roe said the Board approved \$115 a week.

Supervisor Stumbo stated it was \$100 in take home but it was calculated wrong when the Board approved it.

Clerk Lovejoy Roe explained in August, the motion was for \$115 a week with a total of approximately \$6,000.

Supervisor Stumbo said it was intended to be \$100 a week take home and it was calculated wrong in the number that was provided, so this was \$100 a week take home for going to meetings at night and absorbing the position of Neighborhood Watch Coordinator.

Clerk Lovejoy Roe said she was still confused. She said she at first thought it was a typo but Ms. Wallin said the intent was to make it \$150 a week instead of \$115.

Supervisor Stumbo said it was take home and she asked Ms. Wallin to explain.

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Ms. Wallin said it was supposed to be clearing \$100 take home but when the \$115 was provided, it did not take into consideration the additional amount for retirement and everything that would be taken out so she actually got less than what was originally discussed. She said the \$150 would provide an additional \$100 in take home a week.

Clerk Lovejoy Roe questioned if the amount was included in her base pay because she thought it had not been.

Ms. Wallin said it was not a lump sum and because it was an additional wage per week, retirement and taxes were taken out and when the original amount was given in August, the increase was not taken into consideration. She said Ms. Keen was not clearing what was initially discussed.

Clerk Lovejoy Roe said when she voted in 2010, she thought Ms. Keen was getting a \$6,000 raise. She did not hear any discussion about taxes and it was about an 11% raise for doing the extra duties.

Supervisor Stumbo asked did Clerk Lovejoy Roe have a proposal to change it.

Clerk Lovejoy Roe said she thought it should stay the same as it was approved. She stated in view of everything else, giving someone a 14% raise when everyone else, the union was taking a 3% cut.

**Clerk Lovejoy Roe made an amendment to the motion to keep the NHW Coordinator salary the same.**

Supervisor Stumbo said the Board had also agreed to a 3% lump sum raise for Karen Wallin, in light of the fact she took on extra duties and another employee had also been discussed. She said she would speak to this directly. Supervisor Stumbo said the Township had a NHW Coordinator that was a full-time position, at a cost of approximately \$80,000. There was now a Deputy Supervisor who attended meetings every night, except for Friday night for \$100 a week take home, which was the agreement.

**Clerk Lovejoy Roe made an amendment to the motion to roll Karen Wallin's increase into her base salary. Both motions failed for lack of support.**

Supervisor Stumbo said it had been discussed at a Work Session.

Clerk Lovejoy Roe said she thought everyone should be treated the same.

Supervisor Stumbo stated there was a motion on the floor made by Trustee Eldridge, supported by Treasurer Doe to approve Resolution No. 2010-27, Wage Resolution for 2011.

Clerk Lovejoy Roe said the issue for her was that at it first she thought it was a mistake so she looked it up in the minutes. She stated maybe it was someone's intention to have her take home \$100 but that was not what was approved. Clerk Lovejoy Roe

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stressed that she in no way was saying the work was not there because many employees were taking on extra work but she thought everyone should be treated equally. She said it was not anything personal but it was her position to treat everyone fair. On Karen Wallin's position, she felt if one person's raise was being put into their base salary but another person gets a lump sum . . . she said it should be either both got lumps sums or both got it in their wages. Clerk Lovejoy Roe said she did not think it was fair to pick and choose which employees get money folded into their base and which don't get it folded into their base.

**The motion carried with five (5) yes and one (1) no.**

**OTHER BUSINESS**

**1. AFSCME LOCAL 3451 – LETTER OF AGREEMENT**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the AFSCME Local 3451 – Letter of Agreement and to authorize signing of the agreement. (see attached).**

Supervisor Stumbo provided a brief explanation of the Letter of Agreement. She further explained employees in 2010 took an average of 7.9% - 20% reduction with the 32-hour work week. The Letter of Agreement was a 3% reduction across the board and would reinstate the 40 work week. Supervisor Stumbo said negotiations would begin in 2011.

Trustee Martin thanked the unions for their support and commitment to the Board.

**2. RECREATION FLOATER II/CLERK III VACANT POSITION**

**A motion was made by Trustee Eldridge, supported by Trustee Martin to authorize posting of the Recreation Floater II/Clerk III position. The motion carried unanimously.**

**3. CREATE SHARED FLOATER II/ CLERK III POSITION SHARED BY  
TREASURER AND CLERK**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to authorize posting of the Floater II/Clerk III position as 50/50 shared between the Treasurer and Clerk.**

**A motion was made by Trustee Currie, supported by Trustee Martin to table the agenda item. The motion carried as follows:**

<b>Martin: Yes</b>	<b>Eldridge: Yes</b>	<b>Currie: Yes</b>	<b>Sizemore: Absent</b>
<b>Stumbo: Yes</b>	<b>Lovejoy Roe: No</b>	<b>Doe: No</b>	

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to authorize posting of the Floater II/Clerk III position as 80/20 shared between the Treasurer and Clerk.**

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Supervisor Stumbo questioned if the request was now to post as 80/20.

Clerk Lovejoy Roe said that was what was in the budget and she thought that was what everyone wanted so they should just get it done. She stated if not, then the Board could also table that motion. Clerk Lovejoy Roe said she laid out the need for the Clerk's department and there wasn't support and Treasurer Doe really needed the position. She said she did not want to hold it up because the Board did not want to give her a 50/50, and that was fine but he needed the position filled because he had taxes to collect and they needed to move forward.

Trustee Martin said the original discussion was for a 80/20 and that was why the 50/50 was sort of a surprise. He said the Board had talked 80/20 and that was why they wanted it tabled to find out why it needed to be 50/50 instead of the 80/20 as discussed.

Clerk Lovejoy Roe stated at the November 29, 2010 Special Meeting, the Board clearly said they did not want to post the job in Recreation or the Treasurer/Clerk's office due to lack of information. She explained she had provided a week's worth of data that clearly indicated the 50/50 was needed in the Clerk's office. Clerk Lovejoy Roe stated some of the Trustees had said they would come to the office to get more information on the position but that did not happen. She said her surprise came at the original input of 80/20 and she explained that because the Trustees were not there on a daily basis, they were not privy to some of the discussion. Clerk Lovejoy Roe stated that originally the Supervisor's office and the Clerk's office shared a position 50/50 and that person retired. She stressed because of the need in the Supervisor's office and because they were trying to reduce the General Fund, the Supervisor, Clerk and Treasurer's office had agreed to support the 80/20 position with the understanding that the Treasurer's office would only fill their position at 50 percent, which would mean a half of position shared between those three departments. The Supervisor decided and the Clerk and Treasurer supported her, that she wanted a full-time position in her office. Clerk Lovejoy Roe said she and Treasurer Doe had agreed they could share a position 50/50 which would work well for both offices. The only reason she ever agreed to change the 50/50 split position was to try to save dollars but they needed another person and both departments agreed. She did not know what further information the Board needed and if they did not want to give her the position, she asked that they vote on the motion she just made.

**The motion carried unanimously.**

**AUTHORIZATIONS AND BIDS**

- 1. REQUEST OF ART SERAFINSKI, RECREATION DIRECTOR TO SEEK COMPETITIVE PROPOSALS FOR THE PRINTING OF THE DISCOVER YPSILANTI TOWNSHIP MAGAZINE, 50 & BEYOND NEWSLETTER, IN THE AMOUNT OF \$29,000 BUDGETED IN LINE ITEM #230-751-000-880-000 AND SEASON PARK/BOAT STICKERS AND DAILY PARK/BOAT PASSES FOR 2011 AND 2012, IN THE AMOUNT OF \$1,200 BUDGETED IN LINE ITEM #230-751-000-757-775**

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A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve request to seek competitive proposals for printing of the Discover Ypsilanti Township Magazine, 50 & Beyond Newsletter, in the amount of \$29,000 and season park/boat stickers and daily park/boat passes for 2011 and 2012, in the amount of \$1,200. The motion carried unanimously.

**2. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO PURCHASE A USED  
LOADER/BACKHOE IN AN AMOUNT NOT TO EXCEED \$40,000, BUDGETED  
IN LINE ITEM #252-252-000-976-000**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Martin to approve request to purchase a used loader/backhoe, in an amount not to exceed \$40,000. The motion carried unanimously.

**STATEMENTS AND CHECKS**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve Statements and Checks, in the amount of \$1,317,432.25. The motion carried unanimously.

**ADJOURNMENT**

Supervisor Stumbo adjourned the meeting at approximately 8:50 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**PERSONAL SERVICES CONTRACT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Ypsilanti and Township of Ypsilanti, Michigan (clients), and RW Management Group, Inc. (RW) doing business as a corporation in Menasha, Wisconsin.

**WITNESSETH**

That for and in consideration of the payment and agreements hereinafter mentioned and attached to be made and performed by the Clients and RW, hereby agree to commence and complete the consultation and to provide the work described in the proposal date November 16, 2010 and comply with the terms of the contract documents for the:

**City and Township of Ypsilanti Regional Police Authority Feasibility Study**

Hereafter called the "project" for the sum not to exceed \$18,900.00, which includes expenses.

RW will furnish all labor and other services necessary to complete the work relating to and including the development and administration of the planning process. RW hereby agrees to perform the work as specified by the Clients and as provided for in the Scope of Services of the project proposal.

The Clients shall pay RW for all work performed on a monthly basis, with payment due by the 10<sup>th</sup> of the month. The invoices shall be submitted to the City and the Township, with one half of the costs billed equally to each party.

This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

The laws of the State of Michigan shall govern this agreement.

The agreement is an integrated writing, executed by the parties after negotiation and discussions of all material provisions. Either party has relied upon no inducements, concessions or representations of the fact, except as set forth in this agreement and the RW proposal.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized official, the agreement in three (3) copies, each of which shall be deemed an original, on the first date written above.

**City of Ypsilanti**

By: \_\_\_\_\_  
Signature

**Township of Ypsilanti**

By: \_\_\_\_\_  
Signature

**RW Management Group, Inc.**

\_\_\_\_\_  
Jeffrey R. Roemer, President

ADDENDUM TO AGREEMENT FOR  
REGIONAL POLICE AUTHORITY  
CONSULTING SERVICES

This Addendum shall be a part of a certain Agreement between the CONTRACTOR CITY OF YPSILANTI, a Michigan municipal Home-rule corporation of One South Huron Street, Ypsilanti, Michigan 48197, and the CHARTER TOWNSHIP OF YPSILANTI, a Michigan Charter Township, of 7200 South Huron River Drive, Ypsilanti, Michigan 48198 collectively referred to as Contractor, and R.W. MANAGEMENT GROUP, INC, a Wisconsin Corporation, of 1295 Appleton Road, Suite 2, Menasha, WI 54952, referred to as "CONSULTANT".

1. This Addendum is an addition and amendment to the primary Regional Police Authority consulting agreement Contract between the parties. In an event of a conflict between the language of this Addendum and the primary Contract, the language and terms of this Addendum shall take precedence.

2. Standard of Performance. The CONSULTANT shall perform the Contract faithfully and diligently and perform the services in a competent, professional, satisfactory and proper manner and during the Contract term or extensions thereof, use every best effort and endeavor to promote the interests of the CONTRACTOR and devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently carry out and perform the Contract.

3. The parties understand and agree that the CONTRACTOR may terminate this Contract at any time with or without notice. In such event the CONSULTANT will be compensated for work already completed

4. This Contract is to be performed in Washtenaw County, Michigan, and all legal venue shall exclusively lie therein.

5. The parties agree that time is of the essence in the performance of this Contract by the CONSULTANT.

6. Each provision of this Contract shall be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any provision of this Contract is invalid or illegal, such decision shall not affect the rest of the Contract which shall remain in full force and effect.

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

8. Independent Contractor. The relationship of the CONSULTANT to the CONTRACTOR is and shall continue to be that of an independent Contractor and no liability or benefits such as worker's compensation, pension rights, or other rights or



liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

9. Waiver of Liability. The CONSULTANT hereby waives any claim against the CONTRACTOR and agrees not to hold the CONTRACTOR liable for any personal injury or damage incurred by it, its employees or associates on this project which is not held by a court of competent jurisdiction to be directly attributable to the sole and/or gross negligence or malicious intentional conduct of any employee of the CONTRACTOR acting within the scope of their employment. It further agrees to hold the CONTRACTOR harmless from any such claim by its employees or associates.

10. For the purpose of the hold harmless indemnity and insurance provisions contained in this Contract, the term "CONTRACTOR" shall be deemed to include the CONTRACTOR and all other associated, affiliated, allied or subsidiary entities, or commissions, officers, agents, representatives and employees.

11. Insurance.

a. The CONSULTANT prior to commencing work shall provide at his own cost and expense the following insurance to the CONTRACTOR in insurance companies licensed and/or approved in the State of Michigan, which insurance shall be evidenced by certificates and/or policies as determined by the CONTRACTOR.

(1) Professional Services. CONSULTANT shall provide professional liabilities (errors and omissions) insurance, with minimum limits of \$1 Million each occurrence.

12. Conflict of Interest. The CONSULTANT covenants that the CONSULTANT (individually, or if a corporation, trust, limited liability company or partnership, "the entity") nor any officer, principal, partner, agent or employee of the entity has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in the manner or degree of performance with the Contract. Further that if any such conflict of interest develops and exists during the term of the contract that the CONSULTANT shall, within 7 days of the existence of such conflict of interest, notify the CONTRACTOR in writing of the existence and nature of the said conflict of interest.

13. Contingent Fees. The CONSULTANT warrants it has not employed or retained any company or person other than bonafide employees working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty, the CONTRACTOR shall have the right to annul the Contract without liability or, at its discretion, to deduct from the fees due the

CONSULTANT, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

14. The CONSULTANT further agrees to perform this Contract in accord with all federal, state and local laws and will not discriminate against, or give preferential treatment to, any person on the basis of race, sex, sexual orientation, color, national origin, religion, handicap status, heights, weight, marital status, or other criteria which is not relevant to the particular job.

15. The CONSULTANT further agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability as set forth in the American's With Disability Act, Michigan PWDA, age, height, weight, or marital status (except insofar as it relates to a bonafide or occupational qualification reasonably necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of the Agreement.

21. Not in Default to CONTRACTOR. The CONSULTANT hereby certifies that the CONSULTANT is not in default to the CONTRACTOR, and that there are no unpaid taxes, real or personal, owed to the CONTRACTOR by the CONSULTANT, and the CONSULTANT has no other unfulfilled obligations to the CONTRACTOR and is compliance with all CONTRACTOR codes and ordinances. The parties understand that a breach of this provision is a material breach of the contract.

23. The Contract and its attachments, and this Addendum, are the sole Contract and Agreement between the parties. Any changes, additions or deletions shall not be effective or actionable unless they are in writing signed by the parties.

IN WITNESS WHEREOF, the undersigned have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

R.W. MANAGEMENT GROUP, INC  
A Wisconsin Corporation,  
CONSULTANT

BY: \_\_\_\_\_  
Edmund M. Henschel, General Manager

CITY OF YPSILANTI, a Michigan  
Municipal Home-rule CONTRACTOR

BY: \_\_\_\_\_  
Paul Schreiber, Mayor

BY: \_\_\_\_\_  
Frances McMullen, City Clerk

THE CHARTER TOWNSHIP OF YPSILANTI.  
A Michigan Charter Township

BY: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
JOHN M. BARR P-10475  
Ypsilanti City Attorney

\_\_\_\_\_  
William D. Winters P-28965  
Charter Township of Ypsilanti  
Attorney

**CHARTER TOWNSHIP OF YPSILANTI  
Resolution No. 2010 – 19**

**ADOPTION OF REGULAR BOARD MEETING DATES  
FOR THE 2010 CALENDAR YEAR**

**NOW THEREFORE, BE IT RESOLVED** that the attached schedule of dates and times be adopted for the Charter Township of Ypsilanti for the 2011 calendar year.

**CHARTER TOWNSHIP OF YPSILANTI  
BOARD OF TRUSTEES**

**SCHEDULE OF MEETINGS FOR 2011**

**Regular Meeting  
6:30 p.m.  
Civic Center Board Room**

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Tuesday, January 18, 2011

Tuesday, February 1, 2011  
Tuesday, February 15, 2011

Tuesday, March 1, 2011  
Tuesday, March 15, 2011

Tuesday, April 5, 2011  
Tuesday, April 19, 2011

Tuesday, May 3, 2011  
Tuesday, May 17, 2011

Tuesday, June 21, 2011

Tuesday, July 19, 2011

Tuesday, August 16, 2011

Tuesday, September 20, 2011

Tuesday, October 4, 2011  
Tuesday, October 18, 2011

Tuesday, November 1, 2011  
Tuesday, November 15, 2011

Tuesday, December 6, 2011  
Tuesday, December 20, 2011

All meetings are held at the Ypsilanti Township Civic Center Building, 7200 S. Huron River Drive, Ypsilanti Township

Special Meetings may be called with 24-hour notification.

Pre-approval of Statements and Checks is authorized when no Board Meeting is held, with formal approval at the next regularly scheduled meeting, contingent on Board Members review and no objection.

**CHARTER TOWNSHIP OF YPSILANTI**  
**BUDGET AMENDMENT #13**  
**DECEMBER 7, 2010**

**252 - HYDRO FUND**

**Total Increase** \$15,000.00

Increase the Hydro station budget for Capital Outlay/Equipment by \$15,000.00. This increase, along with the current budget of \$25,000.00 will fund the purchase of a used loader/backhoe (not to exceed \$40,000.00). This \$15,000.00 will be funded by an increase in the Ford Lake Hydro Station revenues.

Revenues:	Ford Lake Hydro Station Dam Rever 252.000.000.641.003	\$15,000.00	
	Net Revenues	<u>\$15,000.00</u>	
Expenditures:	Capital Outlay - Equipment 252.252.000.976.000	\$15,000.00	
	Net Expenditures	<u>\$15,000.00</u>	

**101 - GENERAL FUND**

\$0.00

Increase budget for Professional Services for the Police Authority Feasibility Study by

Expenditures:	Other Functions-Professional Services 101.956.000.801.000	\$9,450.00	
	Street Lighting-Non-Assessable 101.956.000.926.000	<u>(\$9,450.00)</u>	
	Net Expenditures	<u>\$0.00</u>	

## LEASE AGREEMENT

This Lease is made between Landlord and Tenant, who agree as follows:

1. **Basic Lease Definitions.** The following defined terms are used throughout and shall control in this Lease:
  - a. Landlord means the Charter Township of Ypsilanti, 7200 S. Huron River Drive, Ypsilanti, MI 48197.
  - b. Tenant means the Ypsilanti Community Utilities Authority, 2777 State Road, Ypsilanti, MI 48198.
  - c. Premises means the buildings, parking lot, and land located at 2770 Clark Road, Ypsilanti, MI 48198, commonly known as "The Service Center Building."
  - d. Term means five (5) Lease Years.
  - e. Lease Year means the period beginning on October 1, and ending on September 30, of the following calendar year.
  - f. Commencement Date and Lease Date mean October 1, 2010.
  - g. Termination Date means September 30, 2015.
  - h. Annual Base Rent means \$220,000.
  - i. Monthly Installment of Base Rent means \$18,333.33.
  - j. Designated Use means use as a maintenance service center, including office space, by the Tenant, a Michigan municipal corporation operating as a regional water and wastewater utility authority.
  - k. Breach means Tenant's failure to comply with any term of this Lease, including those regarding payment, that continues for thirty (30) days following a written demand for cure by Landlord. Time is of the essence with respect to this definition.
2. **Premises.** Landlord leases the Premises to Tenant. Tenant has occupied the Premises under an existing lease agreement that expires on September 30, 2010, and Tenant is satisfied with the condition of the Premises.
3. **Term.** The Term of this Lease will commence on the Commencement Date and terminate on the Termination Date (9/30/2015), unless sooner terminated or extended as provided in this Lease. At the end of the Term (five (5) years) this lease shall automatically renew for an additional Lease Year unless Landlord or Tenant has previously terminated the

Lease by providing a written notice of termination no later than one (1) year in advance. In the absence of termination, by such a termination notice or as otherwise provided in this Lease, this Lease shall automatically renew for successive Lease Years.

4. **Rent.** The Annual Base Rent will be paid in Monthly Installments of Base Rent, in advance, on the first day of each calendar month, at Landlord's address or any other place that Landlord designates in writing.
5. **Holding Over.** Landlord has the absolute right to withhold its consent to any proposed holdover. If Tenant remains in possession of the Premises after termination with Landlord's consent, it will occupy the Premises as a holdover tenant on a month-to-month basis and Tenant will be subject to the terms of this Lease to the extent they can be applied to a month-to-month tenancy.
6. **Quiet Enjoyment.** Unless this Lease is terminated or Tenant is evicted in accord with Michigan law, Landlord will not disturb Tenant's quiet enjoyment of the Premises or interfere with Tenant's Designated Use of the Premises. Tenant must permit Landlord to enter the Premises during regular business hours or at other agreed upon times for the purpose of inspection or to show the Premises to prospective purchasers, mortgagees, or tenants. Except in the case of an emergency, Landlord may not enter the Premises without reasonable advance notice to Tenant.
7. **Use of the Premises.** The Premises will be used for the Designated Use and for no other purpose. Tenant will not use the Premises in any manner that violates applicable law.
8. **Repairs and Liens.** Tenant must maintain the Premises in good repair, in a clean and safe condition, and in accord with applicable law. Tenant must keep the Premises free of construction or other liens. Tenant will hold Landlord harmless against any liens that are placed against the Premises, except those attributable to the acts of Landlord.
9. **Indemnification.** Tenant will indemnify and defend Landlord against all claims for bodily injury or property damage relating to the Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the Premises; (b) the use or misuse of the Premises by Tenant or its agents, contractors, or invitees; or, (c) any event on or in the Premises, whatever the cause. Tenant's indemnification does not extend to liability for damages resulting from the negligence of Landlord or from Landlord's intentional misconduct.
10. **Insurance.** Tenant must maintain in effect a commercial general liability insurance policy providing coverage for the Premises, including without limitation all common areas, with policy limits of not less than \$1,000,000. Tenant must also maintain in effect insurance to cover any claim for loss resulting from fire or other casualty. The commercial general liability policy that Tenant is required to maintain will name Landlord as an additional insured. Insurance may be provided in the form of blanket insurance policies covering properties in addition to the Premises or entities in addition to Tenant. At Landlord's option and request, Tenant must promptly deliver certificates of



insurance or insurance renewal certificates to Landlord.

11. **Fire or Other Casualty.** Tenant must give Landlord notice of fire or other casualty at the Premises. In addition to written notice, Tenant must immediately and with all diligence attempt to contact Landlord to inform Landlord of such a casualty. If the Premises are damaged or destroyed by casualty, Landlord or Tenant may terminate this Lease by notice to the other party. The notice of termination must be given within forty-five (45) days after the occurrence of the casualty. If the notice of termination is not given within that period, this termination option will lapse and no longer be effective. Within thirty (30) days after the notice of termination has been given, Tenant must surrender the Premises to Landlord. After the surrender, each party is released from any further obligations under this Lease except that all Annual Base Rent accruing through the surrender date must be paid in full. Tenant has no obligation to pay any Annual Base Rent accruing after the surrender date. If Landlord does not exercise this option within the designated period, Landlord must repair and restore the Premises to their condition before the casualty and must do so diligently and promptly.
12. **Assignment and Subletting.** Tenant may not assign this Lease or sublet the Premises without the prior consent of Landlord, which may be withheld in Landlord's sole discretion.
13. **Remedies.** Landlord may terminate this Lease on the occurrence of a Breach. Landlord must exercise this right by a notice of termination. The termination will be effective immediately on delivery of the notice to Tenant. If Landlord terminates this Lease, Landlord is entitled to evict Tenant and to recover all damages suffered as the result of any Breach. The remedies provided to Landlord under this Lease are cumulative and not exclusive. If Landlord commences an action to enforce this Lease, Tenant agrees to pay Landlord's reasonable costs and attorney fees. Landlord and Tenant knowingly and voluntarily waive a trial by jury in any action to enforce this Lease or in any action that is in any way related to the Lease, the Premises, or the relationship between Landlord and Tenant.
14. **Surrender on Termination.** On termination, Tenant must deliver all keys for the Premises to Landlord. Tenant must surrender the Premises broom clean and in the same condition as on the Commencement Date, reasonable wear and tear excepted. Any damage to the Premises resulting from the removal of personal property, equipment, supplies, or trade fixtures will be repaired at Tenant's expense. Tenant must remove its personal property, equipment, supplies, and trade fixtures from the Premises immediately on termination. Tenant must pay all costs Landlord incurs in connection with removing Tenant's personal property and trade fixtures within ten (10) days after a demand by Landlord.
15. **Communications.** All notices, demands, and other communications between Landlord and Tenant must be in writing. Any communications will be deemed sufficiently given if a copy has been personally delivered; mailed by U.S. mail, postage prepaid; or, hand delivered to a party's specified address. Communication sent by U.S. mail will be

deemed received on the next regular day for the delivery of mail after the day on which the communication was mailed.

16. **Construction and Interpretation.** This Lease will be construed in accord with Michigan law. This Lease has been negotiated at arms length and was jointly drafted by the parties. This Lease merges all prior proposals, negotiations, representations, and understandings with respect to the Lease. This Lease may only be modified or amended by a written document signed by Landlord and Tenant. There may be no oral modifications or amendments of this Lease, whether or not supported by consideration. If any covenant of this Lease is invalid, illegal, or unenforceable, that covenant will be enforced to the fullest extent permitted by law, and the validity, legality, and enforceability of the remaining covenants will not be affected or impaired in any way.

LANDLORD – CHARTER TOWNSHIP OF YPSILANTI

By \_\_\_\_\_  
Its \_\_\_\_\_  
Dated: \_\_\_\_\_

TENANT – YPSILANTI COMMUNITY UTILITIES  
AUTHORITY

By \_\_\_\_\_  
Its \_\_\_\_\_  
Dated: \_\_\_\_\_

# RESOLUTION NO. 2010-29

RESOLUTION OF INTENT  
BY THE WASHTENAW AVENUE JOINT TECHNICAL COMMITTEE  
RESOLVED BY THE CHARTER TOWNSHIP OF YPSILANTI

WHEREAS, the Charter Township of Ypsilanti Board of Trustees determined in 2009 that the Washtenaw Avenue corridor has a greater potential to sustainably serve the region than is currently being met and therefore formed the Joint Technical Committee (JTC) to draft recommendations to this end; and

WHEREAS, the JTC has completed the Washtenaw Avenue Corridor Redevelopment Strategy which includes recommendations for land use, transportation improvements and future cooperation toward the improved character and investment environment of Washtenaw Avenue and presented this strategy to the Ypsilanti Township Board.

WHEREAS, the Charter Township of Ypsilanti has prepared and forwarded a resolution endorsing the Washtenaw Avenue Corridor Redevelopment Strategy (Strategy); and

WHEREAS, the JTC recommends the implementation of the Strategy using a number of tools, including the creation of a Corridor Improvement Authority which would support community goals, encourage consistent investment in public infrastructure across jurisdictions, attract private investment and make available a number of additional financing tools; and

WHEREAS, the Charter Township of Ypsilanti Board has prepared and forwarded a resolution of intent to create the Washtenaw Avenue Corridor Improvement Authority (the Authority) in accordance with the provisions of the Washtenaw Avenue Corridor Improvement Authority, Public Act 280 of 2005, as amended (the Act);

NOW, THEREFORE, BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees determines that it is necessary for the best interests of the township and the public to redevelop its commercial corridors and to promote economic growth; and

NOW, THEREFORE, BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees endorses the Washtenaw Avenue Corridor Redevelopment Strategy and its recommendations for land use, transportation improvements and continued community cooperation; and

BE IT FURTHER RESOLVED that the Township Board hereby declares its intent to work together with the Township to create and provide for the operation of a corridor improvement authority as enabled by and pursuant to Act 280;

BE IT FINALLY RESOLVED that the Board hereby declares its intent to work together with the Township to adopt a Joint Agreement to operate this corridor improvement authority.

# RESOLUTION NO. 2010-30

RESOLUTION TO CREATE A JOINT CORRIDOR IMPROVEMENT AUTHORITY  
BY THE WASHTENAW AVENUE JOINT TECHNICAL COMMITTEE  
RESOLVED BY THE  
CHARTER YPSILANTI TOWNSHIP BOARD OF TRUSTEES

WHEREAS, the Charter Township of Ypsilanti, in conjunction with the City of Ypsilanti, City of Ann Arbor and the Township of Pittsfield has previously passed a resolution of intent to form a corridor improvement authority; and

WHEREAS, the Township prepared and forwarded a resolution to create the Washtenaw Avenue Corridor Improvement Authority (the Authority) in accordance with the provisions of the Washtenaw Avenue Corridor Improvement Authority, Public Act 280 of 2005, as amended (the Act);

WHEREAS, the Washtenaw Avenue Corridor Improvement Authority Development Area, as defined in the Act (the "Proposed Development Area" ), is comprised of eligible property within an area along Washtenaw Avenue bounded by an area of all commercial property, as defined by PA 206 of 1893, found within 500 feet north and 500 feet south of the centerline of Washtenaw Avenue, from Berkley Street to Golfside, and specifically identified in Exhibit A;

WHEREAS, the District meets all of the requirements of section 5 of Public Act 280 of 2005, including;

1. The Proposed Development Area is adjacent to a road classified as an arterial or collector according to the Federal Highway Administration Manual "Highway Functional Classification — Concepts, Criteria and Procedures;" and
2. The Proposed Development Area contains at least ten (10) contiguous parcels or at least five (5) contiguous acres; and
3. More than half of the existing ground floor square footage in the Proposed Development Area is classified as commercial real property under Section 34c of the General Property Tax Act, Act 206 of 1893, as amended (MCL 211. 34c); and
4. Residential use, commercial use, or industrial use has been allowed and conducted under the zoning ordinance or conducted in the entire Proposed Development Area for the immediately preceding thirty (30) years.
5. The Proposed Development Area is presently served by municipal water and sewer; and
6. The Proposed Development Area is zoned to allow for mixed use that includes high density residential use and;

WHEREAS, in accordance with Act 280 Ypsilanti Township would further agree to the following with respect to the Proposed Development Area:

1. To expedite the local permitting and inspection process in the Proposed Development Area; and
2. To modify its master plan to provide for walkable non-motorized interconnections, including sidewalks and streetscapes throughout the Proposed Development Area and;

WHEREAS, at least one member of the Authority must reside within 1/2 mile of the development district,

WHEREAS, the Act requires that before creation of the Authority the Township Board shall hold a public hearing in order to provide an opportunity for those living in and around the boundaries of the Authority, Township Assessor, a representative of the affected taxing units, the residents, and other taxpayers of the Township general public appear and be heard regarding the creation of the Authority.

NOW, THEREFORE, BE IT RESOLVED that the Ypsilanti Township Board determines that it is necessary for the best interests of the Township and the public to redevelop its commercial corridors and to promote economic growth;

BE IT FURTHER RESOLVED that the Ypsilanti Township Board hereby declares to create and provide for the operation of a corridor improvement authority as enabled by and pursuant to Act 280; and

BE IT FURTHER RESOLVED that the Board hereby designates the boundaries of the Development Area as comprising parcels of real property identified in Exhibit A;

BE IT FURTHER RESOLVED that the authority will be known as the "Washtenaw Avenue Corridor Improvement Authority."

BE IT FINALLY RESOLVED that a public hearing shall be held in the Board Room of the Township Civic Center on March 1, 2010 at 7:00 p.m., for the purpose of receiving comment on the establishment of the Washtenaw Avenue Corridor Improvement Authority as set forth in Public Act 280 of 2005. Notice of the public hearing shall be published twice in a newspaper of general circulation in the municipality, not less than 20 or more than 40 days before the date of the hearing. Not less than 20 days before the hearing, the Township shall also mail notice of the hearing to the property taxpayers of record in the proposed development area, to the governing body of each taxing jurisdiction levying taxes that would be subject to capture if the authority is established and a tax increment financing plan is approved, and to the state tax commission. Failure of a property taxpayer to receive the notice does not invalidate these proceedings. Notice of the hearing shall be posted in at least 20 conspicuous and public places in the proposed development area not less than 20 days before the hearing. The notice shall state the date, time, and place of the hearing and shall describe the boundaries of the proposed development area. A citizen, taxpayer, or property owner of the municipality or an official from a taxing jurisdiction with millage that would be subject to capture has the right to be heard in regard to the establishment of the authority and the boundaries of the proposed development area.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2010-30 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 7, 2010

---

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti



November 19, 2010

Human Resource Manager  
Karen Wallin  
Charter Township of Ypsilanti  
7200 South Huron River Drive  
Ypsilanti, MI 48194<<Contact Name>>

RE: TEAM-HCS Service Agreement for Charter Township of Ypsilanti

Dear Karen,

I am pleased to provide you with a renewal contract for TEAM HCS EAP Services. Kindly sign the Agreement and Exhibit "A" where indicated and return, no later than November 26, 2010, Make a copy of the Service Agreement for your records. Please send the original Service Agreement to TEAM HCS in the self addressed envelope.

The service agreement provided shows there will be no increase of the EAP fee in 2011 as communicated in April.

TEAM HCS and I look forward to continuing a lasting and strong working relationship with you and Charter Township of Ypsilanti.

TEAM HCS is genuinely committed to providing your organization and people with the best possible service.

Sincerely,

Lynda Makowski  
Manager of Business Office Services

Enclosure

# TEAM HCS EMPLOYEE ASSISTANCE PROGRAM

## Service Agreement

This Agreement, made this 1<sup>st</sup> day of November, 2010, by and between Charter Township of Ypsilanti, hereinafter referred to as the "Company" and Total Employee Assistance & Management, Inc., hereinafter referred to as "TEAM Human Capital Solutions, aka, TEAM HCS," provides for Employee Assistance services and compensation therefore, according to the following terms and conditions:

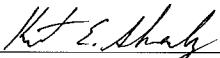
1. **Services to be Provided:** TEAM HCS shall provide those services to the Company which are set forth in Exhibit A which is attached hereto and incorporated herein by reference.
2. **Term:** This agreement shall become effective on the 1<sup>st</sup> day of November, 2010 following the signing of the contract and shall continue for a period of (2) two full years unless terminated as set forth herein.
3. **Service Fee:** The Company agrees to pay TEAM HCS in accordance with the fee schedule set forth in Exhibit A which is attached hereto and incorporated herein by reference. The first quarter payment is due at the time that the services are started and all following payments shall be due upon receipt of a proper invoice thereafter.
4. **Participant Information:** The Company and TEAM HCS agree that any confidential participant information shall not be disclosed by TEAM HCS or the Company without the written consent or authorization of the participant unless State or Federal law requires the sharing of information and then only in strict compliance with the applicable law(s).
5. **Facilities:** TEAM HCS shall provide or cause to be provided the physical facilities necessary for the services to be provided for counseling. The Company shall provide the facilities for TEAM HCS presentations, training sessions and workshops.
6. **Program Information:** The Company understands that the TEAM HCS Employee Assistance Program information is confidential and proprietary to TEAM HCS and agrees to protect the confidentiality of any TEAM HCS program or service the Company may acquire in the course of dealing with TEAM HCS. The Company shall not disclose any such information to any person or organization without the express written approval of TEAM HCS. The Company shall also use its best efforts to insure that its employees or agents participating in TEAM HCS programs shall not disclose TEAM HCS program information.
7. **Insurance:** TEAM HCS agrees to maintain professional liability insurance covering counseling services provided by TEAM HCS under this agreement. However, TEAM HCS cannot, and does not, guarantee the results of treatment or professional conduct.

8. **Termination and Notice:** This agreement may be terminated by either party for a breach of the terms in this agreement by the other party which is not corrected within 45 days following the receipt of written notice thereof. This agreement may not be terminated otherwise during the contracted service period specified in paragraph 2 above. Discontinuation of services without cause may occur only at the conclusion of a given term of service, with the Company providing a 90 days notice of termination prior to the renewal date. In the event the Company elects to terminate this agreement without a breach during the service period, the Company will be responsible for paying the total sums due for the remainder of the service term specified in paragraph 2, in addition to any other payments due TEAM HCS, whether or not TEAM HCS continues to provide Employee Assistance services. For purposes of agreement, notice shall be deemed received when deposited in the mail by certified or registered letter.

9. **Miscellaneous Provisions:**

- a. This Agreement may be executed in several counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.
- b. This Agreement contains the entire understanding of the parties and shall be amended only by written instrument signed by both parties.
- c. This instrument shall be governed by and interpreted under Michigan law. The jurisdiction and venue is Washtenaw County Michigan.
- d. This Agreement shall be binding upon the parties, all or any part thereof, their successors, acquiring all or any part of originally contracted Company, and assigns.

Total Employee Assistance & Management, Inc. Charter Township of Ypsilanti  
901 Wilshire Dr. Suite 210, Troy, MI. 48084  
248-680-4611

BY:  BY: \_\_\_\_\_  
PRINTED NAME: Kent E. Sharkey PRINTED NAME: \_\_\_\_\_  
TITLE: President & C.E.O. TITLE: \_\_\_\_\_  
DATE: 11-1-10 DATE: \_\_\_\_\_



## EXHIBIT A

### TEAM HCS EMPLOYEE ASSISTANCE PROGRAM

The TEAM HCS Employee Assistance Program components:

1. **Consultation Prior to TEAM HCS Implementation:** To insure compatibility with Company culture and other cost-containment, risk reduction and health promotion strategies, TEAM HCS provides initial and annual consultation with key company officials.
2. **Supervisor EAP Orientation:** TEAM HCS will provide orientation for supervisors, managers and key employees, either in person or via CD Rom. While this is essential at the initiation of a new program, it may be replicated periodically to accommodate new managers. Supervisor EAP Orientation includes:
  - Introduction to the TEAM HCS Employee Assistance Program.
  - Recognition of employee personal performance problems.
  - Clarification of the supervisor's role with troubled employees and TEAM HCS
  - Effective management and documentation of employee work performance problems.
  - EAP referral types & related processes.
  - Privacy, confidentiality issues and formal employee referral services available to supervisors.
3. **Employee Orientation:** TEAM HCS will provide EAP employee orientation either via CD Rom or in person to groups of employees to familiarize them with the TEAM HCS Employee Assistance Program and how it works.
4. **Counseling Services:** TEAM HCS will provide professional, advance degreed and state licensed/certified counselors to assist employees and dependents experiencing a variety of personal problems.

TEAM HCS will respond to all calls or requests for assistance. This may involve telephone consultation or arrangements to meet at one of the counseling offices.

TEAM HCS will assess the employee's/dependent's concern, the type of assistance necessary, the nature and scope of the problem, and the prudent course of action. A counselor will help the employee/dependent define the problem and develop a course of action toward resolution.

TEAM HCS will provide counseling in cases where an employee's/dependent's problem(s) can be resolved within a short-term counseling model.

TEAM HCS will refer an employee/dependent, when necessary, to longer-term counseling services, facilities or to a community resource for the treatment of the employee's/dependent's problem. TEAM HCS is not responsible for providing EAP clients with insurance verification nor is TEAM HCS responsible for any treatment costs or any costs whatsoever covered or not covered by insurance. It is the EAP client's responsibility to verify their insurance eligibility, coverage, and to pay any and all deductibles, co-insurance and/or costs associated with counseling/treatment rendered by, or through, treatment providers.

TEAM HCS will provide follow-up to EAP clients for continuing support and furnish additional counseling services, as necessary.

TEAM HCS will provide a 24-hour telephone "Crisis Line" which will be listed on promotional material distributed to employees and/or displayed at the workplace.

TEAM HCS will promote the general health of the employees/dependents by recommending and providing information about community resources.

TEAM HCS will provide individual client case management for chemical abuse/dependency and mental health problems.

TEAM HCS does not provide psychiatric service, psychological testing, detoxification, long-term psychotherapy, specialized mental health treatment for autism, dyslexia or mental retardation, child psychiatric services/testing, or inpatient, day treatment, residential or halfway house services for chemical dependency or mental health problems.

Counseling will be available by appointment. Times will be scheduled to accommodate the needs of the employees/dependents in a timely manner, except on the following holidays: Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Thanksgiving Friday. Crisis management services will be available at all times.

5. **Management Services:** TEAM HCS will provide a variety of Management Services including:

- **Management Consultations-** Your company will receive unlimited consultations and interventions for managers/supervisors/key personnel confronted with employees' policy violations or work performance problem. These confidential consultations can help managers deal with troubled employees and difficult situations in the most effective manner.

EAP "coaching" is provided to management and key personnel who may be experiencing confusion, frustration, or personal distress as a result of an employee's personal performance problem and/or situation.

TEAM HCS provides consultation for managers/supervisors/key personnel with employees who are under "Last Chance" or "Return-To-Work" guidelines for policy violations and other work performance problems, to determine if a work performance referral is appropriate.

- **Work Performance Referrals-** The formal referral process allows management or human resources to refer an employee who is at risk of termination due to personal work performance problems or company policy violations. This provides management with direct feedback regarding an employee's motivation toward resolving his/her work performance problem, and provides the employee with an opportunity to help him/herself. Formal referrals provide management and, if appropriate, union leadership, with a clear method of helping employees get back on track.

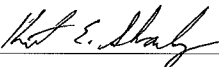
- **Critical Incident Stress Debriefings-** In the event that your company experiences a critical incident (CISD) at the worksite (e.g., workplace violence, suicide, natural disaster, fatality), TEAM HCS can provide on-site response. This service will help to reduce the possibility of post-traumatic stress, normalize reactions to the incident, provide continued support/counseling to those affected, and provide management/union consultation to prevent recurrence and reduce overall long-term effects.
6. **Utilization Report:** A TEAM HCS Utilization Report will be provided to management. Only demographic information will be submitted. To insure confidentiality this information is limited to:
    - Number of employees using the TEAM HCS EAP.
    - Number of client contacts.
    - Demographics and types of problems identified.
    - Number and types of referrals made.
  7. **Printed Material:** TEAM HCS provides the format and information for notices to employees/dependents. However, it is the Company's responsibility to print or to pay for the printing of, and to distribute, notices about the program to eligible employees/dependents. Said notices shall include, but not be limited to, posters, brochures or notices.
  8. **Travel Expenses:** It is the Company's responsibility to pay for all travel expenses incurred by TEAM HCS associated with supervisor orientations, employee orientations, EAP implementation meetings, on-sight critical/stress debriefings and on-site consultations at locations outside of areas served directly by local or regional offices.
  9. **Involvement in Legal Issues:** TEAM HCS cannot be involved in any capacity with legal problems – i.e., appearing in court for divorce/custody cases; writing reports for the courts for any legal purposes; providing documentation to assist in the application process for FMLA or disability claims; or with issues concerning the employer, employee or any bargaining agency or union issues.
  10. **Fee Schedule:** The fee schedule is based on a capitation rate of \$ 2.80 per employee per month. The quarterly EAP fee will be based on employee headcounts provided by your organization prior to that quarter. Headcounts will include all current Company employees, and former Company employees who are eligible for EAP coverage through COBRA-elected benefits. There is no fee for employees' dependent coverage. The Company will pay Total Employee Assistance & Management, Inc. on a quarterly basis, the first payment due at the time of the start of the program and the following payments due upon the receipt of a TEAM HCS invoice. The EAP capitated fee may be reviewed and adjusted annually in November 2010 by TEAM HCS.

At TEAM HCS' sole discretion, a late fee of 5% per month may be assessed on outstanding balances in excess of 30 days.

In the event TEAM HCS must use legal means to pursue collection due to failure to pay timely for contracted services rendered, Company shall pay all reasonable attorney fees and court costs. At TEAM HCS' sole discretion, legal action may be taken on accounts with overdue balances in excess of 120 days.

Conclusion of Exhibit A, Agreement for TEAM HCS Employee Assistance Services.

Total Employee Assistance & Management, Inc. Charter Township of Ypsilanti  
901 Wilshire Dr. Suite 210, Troy, MI. 48084  
248-680-4611

BY:  BY: \_\_\_\_\_  
PRINTED NAME: Kent E. Sharkey PRINTED NAME: \_\_\_\_\_  
TITLE: President & C.E.O. TITLE: \_\_\_\_\_  
DATE: 11-1-10 DATE: \_\_\_\_\_

EAP3

## **RETAINER AGREEMENT**

THIS AGREEMENT, made and entered into this 1st of January 2011 by and between Governmental Consultant Services, Inc., a Michigan Corporation with its principal office located at 120 North Washington Square, Suite 110, Lansing, Michigan 48933, First Party, hereinafter referred to as GCSI, and Charter Township of Ypsilanti, a Michigan unit of government, located in Ypsilanti, MI, Second Party, hereinafter sometimes called YPSILANTI TOWNSHIP.

### **GCSI'S REPRESENTATIONS AND WARRANTIES**

1.1 GCSI has been duly organized and validly exists in good standing under the laws of the State of Michigan. GCSI has Corporate Power to enter into and carry out this Agreement.

1.2 This Agreement has been duly executed and delivered by its appropriate Corporate Officers and is duly authorized by its Board of Directors.

### **YPSILANTI TOWNSHIP'S REPRESENTATIONS AND WARRANTIES**

2.1 YPSILANTI TOWNSHIP has been duly organized and validly exists in good standing under the laws of the State of Michigan and its business affairs and conduct are in accord with the intent and purpose of its existence as described in its charter documents of record. YPSILANTI TOWNSHIP has Power to enter into and carry out this Agreement.

2.2 This Agreement has been duly executed and delivered by its Officers and is duly authorized by its Board of Directors.

## **AGREEMENT**

3.1 YPSILANTI TOWNSHIP does hereby retain GCSI and GCSI does hereby agree to provide professional services for the purpose of aiding YPSILANTI TOWNSHIP in accomplishing its charter objectives, and GCSI agrees to the best of its ability to assist YPSILANTI TOWNSHIP in accomplishing such objectives.

3.2 It is understood and agreed that GCSI's operations hereunder are those of an independent contractor, and that GCSI has the authority to control and direct the performance of the details of the services to be rendered and performed and it is further agreed that GCSI's officers and employees are not employees of YPSILANTI TOWNSHIP and that GCSI is not, except as herein provided, subject to control by YPSILANTI TOWNSHIP.

## **COMPENSATION**

4.1 For and in consideration for such services YPSILANTI TOWNSHIP agrees to pay GCSI and GCSI agrees to accept during the term of this Agreement, the sum of \$2,850 on the first day of each month commencing January 1, 2011 for professional services.

## **COSTS AND EXPENSES**

5.1 It is understood and agreed that the compensation recited in Paragraph 4.1 includes usual and ordinary costs and expenses. If it develops that GCSI shall be exposed to extraordinary costs and expenses, then in that event, YPSILANTI TOWNSHIP shall assume and pay the same providing the nature and circumstances thereof are disclosed to and approved by YPSILANTI TOWNSHIP prior to the time the same are incurred.

**TERM**


6.1 The term of this Agreement shall be for a minimum of 12 months, and continuing thereafter on a month-to-month basis until written notice of termination has been served with 90 days' prior notice by either party hereto.

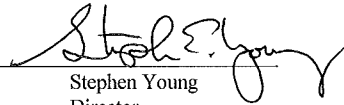
**NON-ASSIGNABILITY**

7.1 This Agreement shall be personal to the parties hereof and shall not be transferable or assignable by operation of law or otherwise.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

**GOVERNMENTAL CONSULTANT SERVICES, INCORPORATED**

  
\_\_\_\_\_  
Kirk Proffit  
Director

  
\_\_\_\_\_  
Stephen Young  
Director

**CHARTER TOWNSHIP OF YPSILANTI**

\_\_\_\_\_  
Brenda Stumbo  
Supervisor

\_\_\_\_\_  
Karen Lovejoy-Roe  
Clerk

Resolution No. 2010-18  
 Charter Township of Ypsilanti  
 2011 Fiscal Year Budget

**WHEREAS**, The Township Supervisor has prepared and submitted to the Township Board the proposed budgets for calendar y 2011 and;

**WHEREAS**, the Township Board has advertised the tentative millage rates in the Ypsilanti Courier and held the public hearing on Tuesday, November 16, 2010 on the budget and the tentative millage rates pursuant to Section 16 of the Uniform Budgeting Accounting Act (Truth in Budgeting); and

**WHEREAS**, the Township Board has reviewed the proposed tax rates and budgets.

**NOW THEREFORE BE IT RESOLVED**, the Ypsilanti Township Board of Trustees adopts the 2011 Fiscal Year Budget by cost center, as follows:

**General Fund Expenditures**

101	Township Board	\$	148,644
137	Due Process		225,000
171	Supervisor		232,451
201	Accounting		262,920
202	Independent Auditing		36,500
209	Assessing		571,371
210	Legal Services		532,310
215	Clerk		422,314
227	Human Resources		86,138
247	Board of Review		4,076
253	Treasurer		310,382
265	Building Operations		594,063
266	Computer Support		323,072
267	General Services		294,700
371	Community Development		161,818
400	Planning Commission		3,953
410	Zoning Board of Appeals		1,483
446	Highways and Streets		118,000
762	RSD Administration		54,544
774	RSD Park and Grounds		498,865
780	RSD Storm Water Management		10,000
851	Fringes and Insurance		9,700
950	Community Stabilization (new fund)		240,000
956	Other Functions		1,575,678
991	Debt Service/Other Financing		18,541
	<b>Total General Fund Expenditure by Department:</b>	<b>\$</b>	<b><u>6,736,527</u></b>
<b>Fire Department Fund - Fund 206</b>			
206	Fire Department	\$	3,918,020
220	Civil Service Commission		15,120
852	Pension and Insurance		1,225,849
970	Capital Outlay		387,000
975	Federal Grant Department		-
	<b>Total Fire Department Fund by Department</b>	<b>Total:</b>	<b><u>\$ 5,545,989</u></b>
	<b>Parks Commission - Fund 208</b>	<b>Total:</b>	<b><u>\$ 8,000</u></b>
	<b>Bike Path, Sidewalk and Recreation - Fund 211</b>	<b>Total:</b>	<b><u>\$ 20,120</u></b>



<b>Bike Path, Sidewalk, Recreation, Roads, Operations - Fund 212</b>		
212	BSR II-Operations	\$ 92,169
230	BSR II-Recreation	\$ 497,924
991	Debt Service	327,200
<b>Total BSR II Fund by Department</b>		<b>Total: \$ 917,293</b>
<b>Environmental Services - Fund 226</b>		<b>Total: \$ 2,562,451</b>
<b>Recreation - Fund 230</b>		<b>Total: \$ 910,461</b>
<b>14B Court - Fund 236</b>		<b>Total: \$ 1,290,644</b>
<b>Public Improvement - Fund 245</b>		<b>Total: \$ 420,999</b>
<b>Building Rental Inspection Fund - Fund 248</b>		<b>Total: \$ 83,136</b>
<b>Building Department - Fund 249</b>		<b>Total: \$ 233,977</b>
<b>Local Development Finance Authority - Fund 250</b>		<b>Total: \$ 138,200</b>
<b>Hydro Station - Fund 252</b>		<b>Total: \$ 226,058</b>
<b>Law Enforcement Fund - Fund 266</b>		
301	Sheriff Services	\$ 5,248,830
304	Ordinance	300,233
<b>Total Law Enforcement Fund by Department</b>		<b>Total: \$ 5,549,063</b>
<b>General Obligation Debt Service - Fund 301</b>		<b>Total: \$ 78,200</b>
<b>Debt Fund Series A Bonds - Fund 396</b>		<b>Total: \$ 48,450</b>
<b>Debt Fund Series B Bonds - Fund 397</b>		<b>Total: \$ 101,150</b>
<b>Debt 2006 Bond Fund - Fund 398</b>		<b>Total: \$ 185,225</b>
<b>Capital Improv-Seaver Infrastr - Fund 498</b>		<b>Total: \$ 10,000</b>
<b>Golf Course - Fund 584</b>		<b>Total: \$ 690,644</b>
<b>Compost - Fund 590</b>		<b>Total: \$ 308,234</b>
<b>Motor Pool - Fund 595</b>		<b>Total: \$ 114,809</b>
<b>Nuisance Abatement Fund - Fund 893</b>		<b>Total: \$ 100,000</b>
<b>Grand Total:</b>		<b>\$ 26,279,630</b>

**BE IT FURTHER RESOLVED**, that the revenues, transfers-in and appropriations of prior year fund balances are estimated as follows:

Revenues	\$	6,736,527	
Transfer-in		-	
Appropriation of prior year fund balance		-	
<b>General Fund - 101</b>	<b>Total:</b>	<b>\$</b>	<b><u>6,736,527</u></b>
Revenues	\$	4,313,174	
Transfer-in		-	
Appropriation of prior year fund balance		1,232,815	
<b>Fire Department Fund - 206</b>	<b>Total:</b>	<b>\$</b>	<b><u>5,545,989</u></b>
Revenues	\$	8,000	
Transfer-in		-	
Appropriation of prior year fund balance		-	
<b>Parks Commission Fund - 208</b>	<b>Total:</b>	<b>\$</b>	<b><u>8,000</u></b>
Revenues	\$	-	
Transfer-in		-	
Appropriation of prior year fund balance		20,120	
<b>Bike Path, Sidewalk and Recreation Fund - 211</b>	<b>Total:</b>	<b>\$</b>	<b><u>20,120</u></b>
Revenues	\$	1,362,678	
Transfer-in		-	
Appropriation of prior year fund balance		-	
<b>Bike Path, Sidewalk, Recreation, Roads, Operations - 212</b>	<b>Total:</b>	<b>\$</b>	<b><u>1,362,678</u></b>
Revenues	\$	2,287,272	
Transfer-in		-	
Appropriation of prior year fund balance		275,179	
<b>Environmental Services Fund - 226</b>	<b>Total:</b>	<b>\$</b>	<b><u>2,562,451</u></b>
Revenues	\$	412,537	
Transfer-in		497,924	
Appropriation of prior year fund balance		-	
<b>Recreation Fund - 230</b>	<b>Total:</b>	<b>\$</b>	<b><u>910,461</u></b>
Revenues	\$	1,290,644	
Transfer-in		-	
Appropriation of prior year fund balance		-	
<b>14B Court - 236</b>	<b>Total:</b>	<b>\$</b>	<b><u>1,290,644</u></b>
Revenues	\$	-	
Transfer-in		-	
Appropriation of prior year fund balance		420,999	
<b>Public Improvement Fund - 245</b>	<b>Total:</b>	<b>\$</b>	<b><u>420,999</u></b>
Revenues	\$	83,136	
Transfer-in		-	
Appropriation of prior year fund balance		-	
<b>Building Rental Inspection Fund - 248</b>	<b>Total:</b>	<b>\$</b>	<b><u>83,136</u></b>

Revenues	\$	238,205	
Transfer-in		-	
Appropriation of prior year fund balance		-	
<b>Building Department Fund - 249</b>	<b>Total:</b>	<b>\$</b>	<b><u>238,205</u></b>
Revenues	\$	138,200	
Transfer-in		-	
Appropriation of prior year fund balance		-	
<b>Local Development Finance Authority Fund - 250</b>	<b>Total:</b>	<b>\$</b>	<b><u>138,200</u></b>
Revenues	\$	240,000	
Transfer-in		-	
Appropriation of prior year fund balance		-	
<b>Hydro Station Fund - 252</b>	<b>Total:</b>	<b>\$</b>	<b><u>240,000</u></b>
Revenues	\$	6,793,042	
Transfer-in		-	
Appropriation of prior year fund balance		-	
<b>Law Enforcement Fund- 266</b>	<b>Total:</b>	<b>\$</b>	<b><u>6,793,042</u></b>
Revenues	\$	-	
Transfer-in		-	
Appropriation of prior year fund balance		78,200	
<b>General Obligation Debt Service Fund - 301</b>	<b>Total:</b>	<b>\$</b>	<b><u>78,200</u></b>
Revenues	\$	-	
Transfer-in		48,450	
Appropriation of prior year fund balance		-	
<b>Debt Fund Series A Bonds - 396</b>	<b>Total:</b>	<b>\$</b>	<b><u>48,450</u></b>
Revenues	\$	-	
Transfer-in		28,750	
Appropriation of prior year fund balance		72,400	
<b>Debt Fund Series B Bonds - 397</b>	<b>Total:</b>	<b>\$</b>	<b><u>101,150</u></b>
Revenues	\$	-	
Transfer-in		128,735	
Appropriation of prior year fund balance		56,490	
<b>Debt 2006 Bond Fund - Fund 398</b>	<b>Total:</b>	<b>\$</b>	<b><u>185,225</u></b>
Revenues	\$	-	
Transfer-in		-	
Appropriation of prior year fund balance		10,000	
<b>Capital Improv-Seaver Infrastr - Fund 498</b>	<b>Total:</b>	<b>\$</b>	<b><u>10,000</u></b>

Revenues	\$	694,516	
Transfer-in		-	
Appropriation of prior year fund balance		-	
<b>Golf Course Fund - 584</b>	<b>Total:</b>	<b>\$</b>	<b>694,516</b>
Revenues	\$	347,300	
Transfer-in		-	
Appropriation of prior year fund balance		-	
<b>Compost Site Fund - 590</b>	<b>Total:</b>	<b>\$</b>	<b>347,300</b>
Revenues	\$	114,809	
Transfer-in		-	
Appropriation of prior year fund balance		-	
<b>Motorpool Fund - 595</b>	<b>Total:</b>	<b>\$</b>	<b>114,809</b>
Revenues	\$	100,000	
Transfer-in		-	
Appropriation of prior year fund balance		-	
<b>Nuisance Abatement Fund - 893</b>	<b>Total:</b>	<b>\$</b>	<b>100,000</b>
		<b>Grand Total:</b>	<b>\$ 28,030,102</b>

**BE IT FURTHER RESOLVED**, that the Township Supervisor is authorized to approve transfers of budgetary funds within a cost center in consultation with the effected Department Director and/or the Accounting Director.

**BE IT FURTHER RESOLVED**, that increases to fund budgets must be authorized by the Township Board.

**BE IT FURTHER RESOLVED**, the following property tax revenues and tax rates be authorized and that the Township Treasurer is ordered to levy such funds and rates and collect and deposit to the various specific uses and funds as required by ordinance or resolution:

<u>Operating</u>	<u>Rate</u>	<u>Revenue</u>
General	1.0322	\$ 1,398,306
Fire Department	2.8000	\$ 3,793,119
Solid Waste	1.6800	\$ 2,275,872
Law Enforcement	3.5000	\$ 4,741,398
Law Enforcement 2	1.5000	\$ 2,032,028
Bike Path, Sidewalk, Recreation, Roads, Operation	1.0059	\$ 1,362,678
<b>Operating Total:</b>	<b>11.5181</b>	<b>15,603,401</b>
<u>Debt</u>		
Fire Pension	0.3819	\$ 517,355
<b>Debt Total:</b>	<b>0.3819</b>	<b>517,355</b>
<b>Grand Total:</b>	<b>11.9000</b>	<b>\$ 16,120,756</b>

**BE IT FURTHER RESOLVED**, the Township will levy the 1% Tax Administration fee on property taxes collected by the Township Treasurer on behalf of other governmental units, as permitted by State Law.

**CHARTER TOWNSHIP OF YPSILANTI**  
**RESOLUTION NO. 2010-23**  
**ESTABLISH TOWNSHIP SUPERVISOR'S SALARY**

**WHEREAS**, according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for elected officials shall be determined by the township board;

**BE IT RESOLVED**, that the salary of the office of Supervisor shall not be increased and remain the same in 2011 as in 2010 at \$73,653.80 annually.

**CHARTER TOWNSHIP OF YPSILANTI  
RESOLUTION NO. 2010-24  
ESTABLISH TOWNSHIP CLERK'S SALARY**

**WHEREAS**, according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for elected officials shall be determined by the township board;

**NOW THEREFORE BE IT RESOLVED** that the salary of the office of Clerk shall not be increased and remain the same in 2011 as in 2010 at \$73,653.80 annually.

**CHARTER TOWNSHIP OF YPSILANTI**  
**RESOLUTION NO. 2010-25**  
**ESTABLISH TOWNSHIP TREASURER'S SALARY**

**WHEREAS**, according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for elected officials shall be determined by the township board;

**NOW THEREFORE BE IT RESOLVED** that the salary of the office of Treasurer shall remain the same in 2011 as in 2010 at \$73,653.80 annually.

**CHARTER TOWNSHIP OF YPSILANTI  
RESOLUTION NO. 2010-26**

**ESTABLISH TOWNSHIP TRUSTEES' SALARY**

**WHEREAS**, according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for elected officials shall be determined by the township board;

**NOW THEREFORE BE IT RESOLVED** that the salary of the office of Trustee shall not be increased and remain the same in 2011 as in 2010, at \$14,983.41 annually.



## RESOLUTION NO. 2010-27

### CHARTER TOWNSHIP OF YPSILANTI WAGE RESOLUTION FOR ADMINISTRATIVE AND CONFIDENTIAL EMPLOYEES

WHEREAS, the Charter Township of Ypsilanti Board of Trustees on November 16, 2010 held a public hearing on the proposed 2011 budget, after advertising the same in the newspaper of record for the Township; and

WHEREAS, on December 6, 2010 the Ypsilanti Township Board of Trustees approved the same for fiscal year 2011; and

WHEREAS, administrative and confidential employees received a 3% decrease in 2010 and in 2011 will decrease their paid time off by 8 days, which is equivalent to a 3% reduction,

THEREFORE BE IT RESOLVED that the salaries for administrative and confidential employees shall be as follows:

	2009 Total Salary*	2010 Total Salary	2011 Total Salary
Deputy Supervisor	\$54,954	\$ 53,306	\$ 53,306
Note 1 Neighborhood Watch Coordinator			\$ 7,800
Deputy Clerk	\$54,954	\$ 53,306	\$ 53,306
Deputy Treasurer	\$54,954	\$ 53,306	\$ 53,306
Note 2 Human Resource Generalist II (one position cut 2010)	\$54,026	\$ 52,405	\$ 54,905
Accounting Director	\$82,978	\$ 80,489	\$ 67,000
Note 3 Assessor		\$ 28,700	\$ 40,000
Building Director	\$77,137	\$ 74,823	\$ 74,823
Recreation Director	\$75,504	\$ 73,239	\$ 73,239
Hydro Operator	\$53,690	\$ 53,690	\$ 53,690
Fire Chief	\$77,000	\$ 74,690	\$ 74,690
Police Services Administrator	\$81,988	\$ 79,528	\$ 79,528
14B District Court Judge	\$45,724	\$ 45,724	\$ 45,724
Part/time Magistrate	\$45,000	\$ 45,000	\$ 45,000
Court Administrator	\$57,804	\$ 56,070	\$ 56,070
Court Bailiff -part time employees in 2011	\$57,706	\$ 55,975	
Secretary/Court Recorder	\$50,764	\$ 49,241	\$ 49,241
Secretary/Court Recorder	\$50,764	\$ 49,241	\$ 49,241
Residential Services Director	\$83,612	\$ 81,104	\$ 81,104
Note 4 Golf Course Superintendent	\$81,065	\$ 77,520	\$ 75,194
Assistant to Golf Course Superintendent	\$31,011	\$ 29,650	\$ 29,650
Assistant Golf Pro	\$51,138	\$ 48,892	\$ 48,892
Note 5 Golf Pro (part-time)	\$81,821	\$ 25,000	\$ 24,000

Note 1 Deputy supervisor absorbed the duties of neighborhood watch coordinator in August of 2010 and is budgeted to be paid an additional \$7,800 per year.

Note 2 A 3% lump sum payment increase for 2011 was given to HR Generalist position as discussed in budget meetings

Note 3 The Assessor is a part time position and is budgeted for additional time at \$30.00 per hour for 2011 tax tribunal cases and reorganization of the department.

Note 4 Salaries for Golf Course Superintendent is decreased by 3% from 2010

Note 5 Golf Pro (part time) is reduced by \$1,000 from 2010