



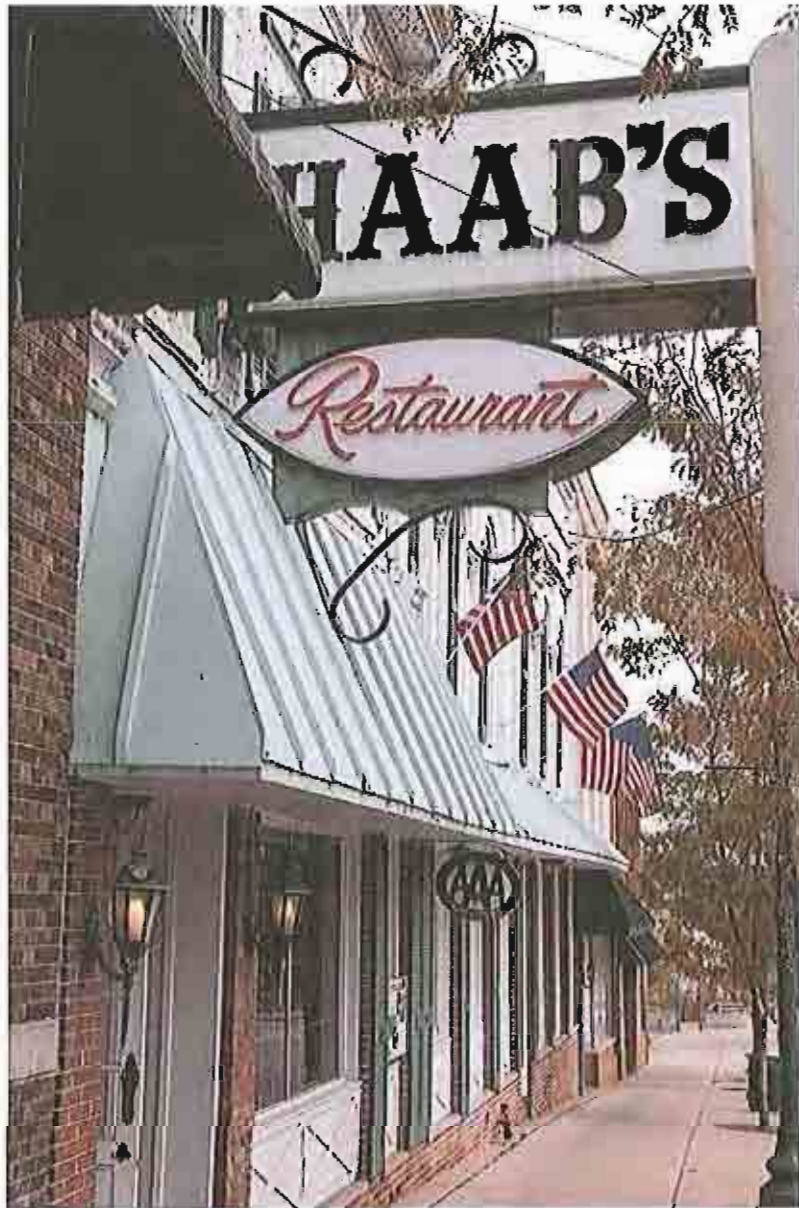
BOARD MEETING
PACKET

April 20, 2010

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

LEFT SIDE OF
PACKET

Dine for YDL Dollars



**HAAB'S
RESTAURANT**
18 W. Michigan Avenue



SUNDAY, APRIL 18

**TO BENEFIT THE
TEEN ZONE @ THE
YPSILANTI DISTRICT LIBRARY**

Dine at Haab's on Sunday, April 18
from 11-9 pm and help raise money
for the teens in your community!

10% of the proceeds will go to
support the renovation of the
Teen Zone @ YDL-Michigan Avenue.

**FOR MORE INFORMATION: 734.879.1303
WWW.YPSILIBRARY.ORG**



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

 Charter Township of
Ypsilanti
"Placing Residents First"

Treasurer's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-1002
Fax: (734) 484-5155
www.ytown.org

Interest Earned
1/1/10 - 3/31/10

Institutions	Type of Investment	Interest Rate	
		Average	Interest Earned
Bank of Ann Arbor	Moneymarket Fund	0.59%	\$ 249.22
Citizens Bank	Sweep Account	0.40%	\$ 2,762.04
Citizens Bank	Moneymarket Fund	0.20%	\$ 6,305.72
Bank of America	Business Interest Checking	0.15%	\$ 1,364.31
Bank of America	Government Money Mark	0.01%	\$ 2.40
Hunting Bank	Interest Checking	0.50%	\$ 4,936.14
Comerica Bank	Interest Checking	0.25%	\$ 740.83
Comerica Bank	Moneymarket Fund	0.15%	\$ 0.90

DEPARTMENTAL REPORTS

		Year to Date	
	Prior Year Comparison		
Month	Revenue	Revenue	Caseload
	2009	2010	2010
January	\$98,282.56	\$79,790.17	
February	\$107,378.19	\$111,252.70	
March	\$95,322.96	\$121,161.65	
April	\$106,424.11		
May	\$81,949.03		
June	\$89,835.89		
July	\$90,380.30		
August	\$99,714.85		
September	\$105,518.42		
October	\$86,701.10		
November	\$82,938.28		
December	\$75,926.51		
Caseload	16,668		
Standardization			
Payment:		\$45,724.00	
Year-to Date			
<i>Totals:</i>		\$357,928.52	
Expenditure			
<i>Budget:</i>		\$1,149,333.00	
<i>Difference:</i>		(\$791,404.48)	

**14-B District Court
Revenue Report for the Month of: March 2010**

General Account

Account Number	
Due to Washtenaw County	
(101-000-000-214.222)	<u>\$7,193.00</u>

Due to State Treasurer

Civil Filing Fee Fund (MCL 600.171):	\$18,886.00
State Court Fund (MCL 600.8371):	\$1,290.00
Justice System Fund (MCL 600.181):	\$22,863.00
Juror Compensation Reimbursement Fund:	
Civil Jury Demand Fee (MCL 600.8371):	\$10.00
Drivers License Clearance Fees (MCL 257.321a):	\$2,910.00
Crime Victims Rights Fund (MCL 780.905):	\$3,905.80
Judgment Fee (Dept. of Natural Resources):	\$0.00
	Total: <u>\$49,864.80</u>

Due to Secretary of State	
(101-000-000-206.136)	<u>\$2,910.00</u>

Due to Ypsilanti Township

Court Costs (101-000-000-602.136):	\$80,545.70
Civil Fees (101-000-000-603.136):	\$18,908.00
Probation Fees (101-000-000-604.000):	\$7,437.88
Ordinance Fines (101-000-000-605.001):	\$12,610.00
Bond Forfeitures (101-000-000-605.003):	\$2,375.00
Interest Earned (101-000-000-605.004):	\$80.17
State Aid-Caseflow Assistance (101-000-602.544):	\$0.00
Bank Charges (Expense - 101.136.000.957.000):	(\$795.10)
	Total: <u>\$121,161.65</u>

Total to General Account - (101.000.000.004.136):	\$181,129.45
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Escrow Account

(101-000-000-205.136)

Court Ordered Escrow:	\$3,395.63
Garnishment Proceeds:	\$1,891.00
Bonds:	\$18,817.00
Restitution:	\$2,322.10

Total to Escrow Account - (101.000.000.205.136):	<u>\$26,425.73</u>
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14-B District Court

Monthly Disbursements

March 2010

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

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

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

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

All other revenues are transferred to the Ypsilanti Township Treasurer.

March 2010 Disbursements:

Washtenaw County:	\$ 7,193.00
State of Michigan:	\$ 49,864.80
Secretary of State:	\$ 2,910.00
Ypsilanti Township Treasurer:	\$ 121,161.65

TOTAL: \$181,129.45

BUILDING DEPARTMENT MONTHLY REPORT - MARCH, 2010												
Permit Type	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Building	60	35	76									
	\$ 9,412	\$ 8,480	\$ 11,744									
Electrical	19	19	35									
	\$ 1,440	\$ 1,680	\$ 2,355									
Mechanical	43	41	50									
	\$ 2,775	\$ 2,665	\$ 3,090									
Plumbing	34	41	43									
	\$ 1,875	\$ 2,745	\$ 2,595									
ZONING	0	0	7									
	\$ -	\$ -	\$ 315									
Sub Totals	156	136	211									
	\$ 15,502	\$ 15,570	\$ 20,099									
TOTAL YTD 2009			\$ 51,171									
PERMIT TYPE	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Building	25	48	68									
	\$15,046	\$16,548	\$ 14,999									
Electrical	17	30	36									
	\$1,485	\$ 2,490	\$ 2,580									
Mechanical	29	41	56									
	\$1,835	\$ 2,960	\$ 4,020									
Plumbing	25	25	34									
	\$2,010	\$ 1,440	\$ 2,700									
ZONING	1	0	9									
	\$ 45	\$ -	\$ 405									
Sub Totals	100	144	203									
	\$20,736	\$23,438	\$ 24,704									
TOTAL YTD			\$ 68,878									
INSPECTIONS	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Total 2010	292	220	361									
Total 2009	323	315	340									
Total 2008	460	352	326									
Total 2007	419	363	395									
Total 2006	595	449	638									
RENTAL INSPS	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Total 2010	214	170	139									
Total 2009	(Began tracking separate rental inspection totals Oct, 2009)											

DOMESTIC VIOLENCE PROSECUTION REPORT
MARCH 2010

To: Township of Ypsilanti Board of Trustees

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

Date: April 5, 2010

Dear Board Members:

The following represents the Township Prosecuting Attorney's report regarding domestic violence activity for the month of March 2010:

	March 2010	Year to Date (2010)	Statistics for 2009	Statistics Since 10/1999
Cases Submitted	13	58	222	2729
Cases Authorized	2	19	58	1141
Cases Denied	9	37	143	591
Cases Furthered	1	1	16	179
Cases Sent to the County	1	1	5	58
Defendant FTA-BW Requested	2	6	32	172
Pre-Trials Held	10	25	82	1475
Motions	1	1	9	24
Convictions-Total	5	9	31	780
Convictions-By Plea	4	6	22	---
Convictions-By Trial	1	3	9	---
Acquittals	0	0	5	68
All Dismissals	4	14	40	394
Cases Reauthorized	0	3	7	160
Cases Not Reauthorized	4	11	34	181
Deferrals Considered	2	7	27	383
Conviction Rate*	100%	100%	86%	92%

* Based upon all cases taken to a conclusion

Respectfully Submitted,

McLain & Winters

YPSILANTI TOWNSHIP FIRE DEPARTMENT

MONTHLY REPORT

MARCH 2010

Fire Department staffing levels are as follows:

1 Fire Chief	1 Fire Marshal	3 Shift Captains
3 Shift Lieutenants	27 Fire Fighters	1 Clerk III/Staff Support

All fire department response personnel are licensed as emergency medical technicians by the State of Michigan Public Health. One (1) fire fighter was placed on active duty with the United States Navy in January 2009 and is still on leave without pay.

During the month of March, the fire department responded to 287 requests for assistance. Of those requests, 204 were medical emergency service calls with the remaining 83 incidents classified as non-medical and or fire related.

On March 23, 2010 an Insurance Services Organization (ISO) review of our facilities, equipment and personnel was conducted. Our last ISO review was conducted nearly 25 years ago in 1985 in which the Ypsilanti Township Fire Department was rated a 5, 9,.

The 5 rating was based on the number of structures that met or exceeded the “needed fire flow” in gallons per minute of water for 2 hours and our Fire Department’s ability to provide such flows based on our equipment, training and staffing. The 9 rating applied to hydrant-less areas within the Township.

Department records for vehicle maintenance, hose & equipment testing and departmental training were made available to expedite the review. Site inspections were conducted on all our frontline and reserve engines, as well as, facilities. Nearly all of the required documentation was presented to the reviewer on his initial visit. A follow up visit to conclude the evaluation is scheduled for early April followed by visitation to Ypsilanti Community Utilities Authority (Y.C.U.A.) to evaluate the proficiency of their operation.

Departmental Activities for the month of March 2010:

1. Meetings with shifts regarding Tier II
2. The Public Education Department held the following events:
 - a. Willow Run First Steps – fire education, station tour
3. Infant Car Seat Fitting open to public
4. Fire fighters attended seven (7) neighborhood watch meetings
5. Fire fighters received training in the following areas:
 - a. Ice Rescue Training
 - b. Hazardous Materials Refresher MFFTC Training
 - c. Washtenaw County Hazmat training
 - d. EMS Training

There was one (1) injury and one (1) death reported this month for civilians.

- (1) On March 5, 2010, we responded to a structure fire at 3037 Prescott. Upon arrival, fire

fighters found an adult male behind a chair with burns to his body. He was pronounced dead at the scene. Chief Copeland assisted Michigan State Police investigator K. Hursha on his arrival with the cause and origin determination. T. Bollinger, an investigator from the office of the Medical Examiner of Washtenaw County was also on the scene.

- (2) On March 30, 2010, we responded to a structure fire at 1812 Crittendon Ct. Upon arrival, fire fighters found an adult male with second degree burns to his right lower leg and right forearm. HVA arrived and assumed patient care. Chief Copeland was on scene to determine cause and origin. WCSD assisted with traffic control.

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

- (1) On March 12, 2010, we responded to a car fire at 2190 W. Michigan Avenue. While exiting the fire truck a fire fighter's gear got caught on the seat belt preventing him from stepping off the fire truck. He slipped and experienced a sprain in his upper leg. He was treated and has returned to work.

This month, the total fire loss including vehicle fires is estimated at ***\$139,000***. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 3/2/10	2851 Bynan	\$0
2) 3/3/10	1540 Village	\$0
3) 3/5/10	3037 Prescott	\$9,000
4) 3/7/10	1343 Nash	\$0
5) 3/7/10	2821 Bynan	\$0
6) 3/12/10	2190 W. Michigan Avenue	\$0 (vehicle fire)
7) 3/14/10	2865 Bynan	\$0
8) 3/14/10	E I-94	\$0 (vehicle fire)
9) 3/20/10	1515 Andrea	\$10,000 (play ground equipment)
10) 3/21/10	2905 Washtenaw	\$0
11) 3/21/10	222 S. Hewitt	\$0
12) 3/30/10	1812 Crittendon	\$120,000
13) 3/30/10	1812 Crittendon	\$0 (exposure)

Respectfully submitted by,

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

Attachments:

- (1) Fire House Incident Type Report (Summary) 3/1/10 to 3/31/10.

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {03/01/10} And {03/31/10}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
100 Fire, Other	1	0.35%	\$0	0.00%
111 Building fire	4	1.39%	\$129,000	92.80%
113 Cooking fire, confined to container	2	0.70%	\$0	0.00%
131 Passenger vehicle fire	2	0.70%	\$0	0.00%
143 Grass fire	1	0.35%	\$0	0.00%
150 Outside rubbish fire, Other	1	0.35%	\$0	0.00%
154 Dumpster or other outside trash receptacle fire	2	0.70%	\$0	0.00%
160 Special outside fire, Other	1	0.35%	\$10,000	7.19%
	14	4.88%	\$139,000	100.00%
2 Overpressure Rupture, Explosion, Overheat(no fire)				
200 Overpressure rupture, explosion, overheat other	1	0.35%	\$0	0.00%
251 Excessive heat, scorch burns with no ignition	3	1.05%	\$0	0.00%
	4	1.39%	\$0	0.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	18	6.27%	\$0	0.00%
311 Medical assist, assist EMS crew	16	5.57%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury	49	51.92%	\$0	0.00%
322 Motor vehicle accident with injuries	7	2.44%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	0.35%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	4	1.39%	\$0	0.00%
381 Rescue or EMS standby	9	3.14%	\$0	0.00%
	204	71.08%	\$0	0.00%
4 Hazardous Condition (No Fire)				
413 Oil or other combustible liquid spill	1	0.35%	\$0	0.00%
421 Chemical hazard (no spill or leak)	1	0.35%	\$0	0.00%
422 Chemical spill or leak	1	0.35%	\$0	0.00%
445 Arcing, shorted electrical equipment	1	0.35%	\$0	0.00%
463 Vehicle accident, general cleanup	2	0.70%	\$0	0.00%
	6	2.09%	\$0	0.00%
5 Service Call				
510 Person in distress, Other	3	1.05%	\$0	0.00%
531 Smoke or odor removal	2	0.70%	\$0	0.00%
552 Police matter	1	0.35%	\$0	0.00%

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {03/01/10} And {03/31/10}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
5 Service Call				
553 Public service	1	0.35%	\$0	0.00%
561 Unauthorized burning	4	1.39%	\$0	0.00%
	11	3.83%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	4	1.39%	\$0	0.00%
611 Dispatched & cancelled en route	22	7.67%	\$0	0.00%
650 Steam, Other gas mistaken for smoke, Other	2	0.70%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.35%	\$0	0.00%
652 Steam, vapor, fog or dust thought to be smoke	1	0.35%	\$0	0.00%
671 HazMat release investigation w/no HazMat	2	0.70%	\$0	0.00%
	32	11.15%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	3	1.05%	\$0	0.00%
733 Smoke detector activation due to malfunction	3	1.05%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	0.35%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	5	1.74%	\$0	0.00%
744 Detector activation, no fire - unintentional	1	0.35%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	3	1.05%	\$0	0.00%
	16	5.57%	\$0	0.00%

Total Incident Count: 287

Total Est Loss:

\$139,000

CHARTER TOWNSHIP OF YPSILANTI

GREEN OAKS GOLF COURSE

MAINTENANCE DEPARTMENT

REPORT FOR THE MONTH OF MARCH, 2010

The course opened on March 15.

We have placed all tee markers, trash cans and sand rakes on the course.

We have placed all directional signs back up on the course.

Greens were mowed and rolled to smooth and clean them up. We have started to change the cups as needed.

Placed all the benches back out around the course.

We have raked the sand traps several times to smooth them out.

There was a lot of debris on the course from the winter. We are currently picking up all the branches and limbs.

We had to remove a couple of trees that fell over on #12.

We have picked up the trash along the roadway.

The bathrooms on the course will be opened as soon as possible, but with some cold nights, we will have to look at the long range weather forecasts.

**Thank you
Tim Smith**

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



Office of Community
Standards

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

TO: The Charter Township of Ypsilanti Board Members

FROM: Mark Giffin – Ordinance Administrator

RE: Monthly Report for March 2010

ACTIVITIES:	#	YTD	09 TD
NEW COMPLAINTS	178	332	506
INSPECTIONS	371	772	1044
NOTICE OF VIOLATIONS ISSUED	101	160	173
COMPLAINTS CLOSED	132	304	442
VEHICLES TAGGED 48 HOURS	12	29	94
MUNICIPAL CIVIL INFRACTION TICKETS ISSUED	16	23	74
PEDDLER PERMITS ISSUED	1	2	1

ADDITIONAL STATISTICAL INFORMATION:

HOURS OF COMPLAINT INVESTIGATION..... 236.25

HOURS OF OFFICE FOLLOW-UP 166.75

HOURS OF COURT, TRAINING/MEETINGS ... 29.25

TOTAL OF HOURS WORKED 432.25

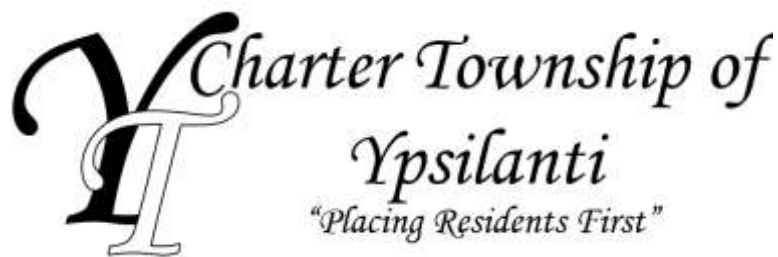
TOTAL OF MILES DRIVEN 1863

DAYS WORKED

Mark Giffin 23

Bill Elling 24

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



**Department of
Community Standards**

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

MEMORANDUM

April 9, 2010

To: Township Board

From: Joe Lawson
Planning and Development Coordinator

Re: Planning Division (OCS) March, 2010 report

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

Planning Commission Activity

During the regularly scheduled March 23, 2010 planning commission meeting, the Commission held a public hearing to consider the special conditional use request for the establishment of the Living Water Community Church, proposed to be located on the north side of Bemis Road, west of Whittaker Road. The 10.45 acre parcel is currently zoned R-2, single family residential and the use of a church in this zoning district is permitted by way of a special conditional use. During the meeting, there were a number of residents in attendance with concerns of the amount of traffic, noise, crime and devaluation that may follow the establishment of the proposed church. Taking all comments into consideration, the Commission decided to table the application to the April 27th regular meeting. The tabling will provide time for the Church to answer the questions posed by both the public and the Commission.

Also during the March 23rd meeting, the Islamic Association of Ypsilanti, located at 315 S. Ford Boulevard received their preliminary site plan approval for the expansion of their existing parking lot from 27 spaces to 99 spaces. The size of the parking lot was proposed in the hopes of a future expansion to the building. The Commission approved the application with a number of conditions, including a condition that the Township Fire Department conduct a occupancy study of the existing building prior to final approval.

On April 6, 2010, the Commission held a special hearing to consider the Ordinance Text Amendment for Medical Marihuana Dispensaries. The current Township Zoning Ordinance does not current delineate where such a facility may be located within the Township, thus under the current circumstances, a dispensary could apply to location within any zoning designation. The Commission recommended approval of the proposed text amendment with the suggestion that the available zoning designation be expanded from the IC (industrial commercial) district to include the B-3 (general business) district as well. The propose amendment has been forwarded to the Clerk's office for inclusion on the April 20, 2010 Board Agenda.

Plans in Process

American Legion Post 282: The applicant has received their final engineering approvals from all reviewing agencies. Currently the Post is working to hire a contractor and arrange a preconstruction meeting within the new few weeks. The Post anticipates the start of construction this spring and occupancy by this fall.

Living Water Community Church: A public hearing was held before the Planning Commission on March 23, 2010. After taking a long list of public comments and concerns, the Commission Table this item to the April 27, 2010 meeting to allow the applicant to answer the concerns of the public and the commission.

Ypsilanti Area Federal Credit Union: The credit union leadership is now in negotiations with the neighboring property owner to allow the Union to traverse the neighboring property for access to sewer and water service. Previously, the Union would have tapped the water service on the west side of Whittaker Road, requiring a jack and bore under the road. The sewer service would have been provided with a long sewer run from Township property. In the long run, the delay will save the credit union a substantial amount of money in the construction of utility infrastructure. In exchange for the utility easement, the neighboring property owner will receive a storm water easement from the Credit Union for the future development of that property. The redesign of the utilities has cause substantial delay, though a late spring/early summer construction is anticipated.

Zoning Board of Appeals

The regularly scheduled April meeting date was canceled due to a lack of agenda items. Once a meeting is scheduled, the Zoning Board will need to approve their 2010 schedule and elect officers for the coming year.

Committee Meetings

On March 25th, the Washtenaw County Road Commission held an informative meeting related to the upcoming Round-About construction to be located at the intersection of Whittaker and Stony Creek Road. The meeting was well attended by the public and government officials. The project is scheduled to being on April 12, 2010 and will take approximately 3 months to complete.

Administrative Items:

The Planning Department continues to work hand and hand with the Building and Ordinance departments on a number of nuisance abatement and zoning related cases throughout the Township.

Work also continues with the Washtenaw Avenue Joint Technical Committee. As you may recall, this group was formed in an attempt to revitalize the Washtenaw Avenue Corridor. The group has partnered with the University of Michigan to have a market study conducted along the corridor so to allow the group to better understand the dynamics and economic conditions of the corridor. The group has also discussed splitting into small subgroups in order to improve efficiency. We are all keeping our fingers crossed.

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

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



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



Residential						
Project	Type	Location	Status	Developer	Site Planner	Filing Date
Creekside Village West	Single Family	Section 27 – 197 lots West side of Tuttle Hill, North of Merritt 148.21 acres	Under Construction	Pulte Homes of Michigan 26622 Woodward Ave Suite 110 Royal Oak, MI 48067 248-546-2300	\$240 - \$400k	
Crystal Ponds	Single Family Attached & Detached condos	Section 25 – 90 units East side of Bunton south of Textile 49.37 acres	Under Construction Taken over by Sterling Bank	New Dimensions 3220 Coolidge Berkley, MI 48072 248-584-3340 Bob George	\$75 - \$190	
Lakewood Farms Mixed Use – PD	Single Family Site condo Duplex condo Attached- condo	Section 26 – 415 units Phase I – 72 attached condominium units Phase II – 343 site and duplex condos East side of Tuttle Hill Btwn Textile & Merritt 254 acres \$170 - \$300+k	Infrastructure has been installed though no homes are scheduled to be constructed at this time. Foreclosed upon by Bank of America	Westminster & Abby 30100 Telegraph Rd Ste 100 Bingham Farms, MI 48025 248-203-2121	Atwell-Hicks Inc 500 Avis Dr.# 100 Ann Arbor, MI 48108 734-994-4000 Jason Van Ryn	3/3/00
Latter Rain Ministries	Church -15,026 sqft Parsonage Senior Housing -55 units Attached Condos -7 units	Section 7 Northeast corner of Hewitt Rd and Ellsworth 11.02 acres	Senior Housing -Complete Attached Condos -On Hold	Latter Rain Ministries COGIC, Inc. 1616 Foley Ypsilanti, MI 48197 Melvin T. Walls – Pastor	N/A	
Paint Creek Park – Condos (Hunters Ridge)	PD – Duplex Condos	Section 20 – 50 units	Project on Hold Dean Dr. scheduled to be constructed August 2010	Stonegate Associates 2585 Sunnyknowl Berkley, MI 48072 Joseph Check	Wolverine Engineering 312 North Street Mason, MI 48854 517-676-9200	3/30/98



Residential						
<u>Project</u>	<u>Type</u>	<u>Location</u>	<u>Status</u>	<u>Developer</u>	<u>Site Planner</u>	<u>Filing Date</u>
Paint Creek Crossing – Residential	PD – Single & Multi-family Residential	Section 20 – 235 units 113 acres	Project on Hold	Stonegate Associates 2585 Sunnyknowl Berkley, MI 48072 Joseph Check	Wolverine Engineering 312 North Street Mason, MI 48854 517-676-9200	3/30/98
Pine View Golf Estates North III	Single Family	Section 20 – 35 units North side of Textile, west of Stony Creek	Phase III -Under Construction one lot remains	Barizzini & Rose LLC 7743 Huron River Dr. Dexter, MI 48130 734-426-0500	\$300 - \$400k	
Rivergrove Village	Single Family Attached – condo	Section 24 – 175 units Intersection of Grove & Bridge Rd 38.06 acres	Under Construction - Remaining Units on Hold	BRG Development 17117 W. Nine Mile Suite 1100 Southfield, MI 48075 734-669-2959	\$120-\$220k	
Tremont Park Phase II	Single Family	Section 35 – 188 units North side of Martz, west of Bunton	Phase II – 91 units -Under Construction Remaining lots purchased by Grand Sakwa in Dec. 2008	Tremont Park Associates 27774 Franklin Rd Southfield, MI 48034 248-594-0951 Jeff Brown	\$170 - \$300	
West Grove Site Condos	Single-Family Site Condo	Section 24 – 40 units Northwest corner of Grove and Ide 14.2 acres	Preliminary Site Plan -Approved (5/17/05) -Extension (2/2/10) Detailed Engineering -Pending (2/3/07)	Grove Road, LLC Sherman Farber Development 5994 Red Coat Lane West Bloomfield, 48322 248-855-6065	Atwell-Hicks Inc 500 Avis Dr. Suite 100 Ann Arbor, MI 48108 Mark Pascoe 734-994-4000	8/26/04
Whispering Meadows II	Planned Development -Single Family	Section 27 – 217 units West side of Tuttle Hill, south of Textile	Phase II – 102 units -Under Construction Beginning turnover of remaining 31 lots to Windmill Homes.	RDK Homes 1409 Plymouth Rd Suite 280 Plymouth, MI 48170 734-495-3017 Robert Kime	\$160 - \$270k	



<u>Project</u>	<u>Type</u>	<u>Location</u>	<u>Status</u>	<u>Developer</u>	<u>Site Planner</u>	<u>Filing Date</u>
Nonresidential						
American Legion Post 282	6,100 sqft lodge	Section 10 – 1085 E. Michigan Ave North side of Michigan btwn Ecorse and Harris	Preliminary Site Plan -Approved (10/27/09) Detailed Engineering -Approved (3/26/10)	American Legion Post 282 Joe Jannick Ypsilanti, MI 48197	John Adams & Assoc. Ypsilanti, MI 48197	9/8/09
Burning Bush Church Addition	13,465 sqft addition to existing facility	Section 11 – 2069 Tyler Road North side of Tyler west of Desoto	Preliminary Site Plan -Extension (6/23/09) Detailed Engineering -Approved (11/12/08) Awaiting PreCon	Burning Bush Church Of God in Christ 2069 Tyler Road Ypsilanti, MI 48198 Don Shelby Jr.	The Shirkey Company 1340 Market Avenue Canton, OH 44714 330-455-2672	11/6/07
First Free Will Baptist Church	6,702 sqft addition to existing facility	Section 3 – 1244 Holmes Rd South side of Holmes west of Ford Blvd	Project on Hold	First Free Will Baptist 1244 Holmes Rd Ypsilanti, MI 48198	Davenport Brothers 301 Industrial Pk Dr. Belleville, MI 48111 734-697-2994	8/17/04
Grace Fellowship Church	Church – Place of worship 12,190 sqft	Section 1 – Mott Rd East of Ridge Rd. 16.0 acres	Revised site plans -Approved (2/26/08) Awaiting PreCon	Grace Fellowship 2754 Eastlawn Ypsilanti, MI 48197 Pastor Powell 734-994-4590	Engineering Technologies Corp. 2455 S. Industrial Ann Arbor, MI 48104 734-794-0052	2/3/03
Hidaya Muslim Community Assoc.	85,000 sqft place of worship and community center (3-Phases)	Section 07 – North side of Ellsworth east of Golfside 7.02 acres	Preliminary Site Plan -Public Hearing (7/24/07) Recommended for denial by PC Project on Hold	Hidaya Muslim Community Associates 5291 Falling Leaf Dr Ann Arbor, MI 48109 Imran Molon	G.A.V. & Associates 31471 Northwestern Hwy Farmington Hills, 48334 248-985-9101 Ghassan Abdelnour	12/7/05
MichCon	Natural gas compressor station	Section 1 – 3020 E. Michigan Avenue South side of Michigan west of Rawsonville	Final Inspection postponed to spring 2010	//DTE Energy 2000 Second Avenue Detroit, MI 48226	Basic Systems Inc. 10901 Clay Pike Rd Derwent, OH 47433	8/5/08



<u>Project</u>	<u>Type</u>	<u>Location</u>	<u>Status</u>	<u>Developer</u>	<u>Site Planner</u>	<u>Filing Date</u>
Nonresidential						
Round Haus Addition	5,815 sqft addition to the existing 3,302 building	Section 24 5970 Bridge Road Northwest corner of Textile and Bridge Road 1.07 acres	Spring 2010 Construction	Round Haus Pizza & Party Shoppe 5970 Bridge Road Ypsilanti, Mi 48197	Vitens Engineering 44275 Brandywyne Canton, MI 48187 734-453-3460	4/20/09
Speedway Gas Station	Demolish and reconstruct 3,936 sqft gas station	Section 10 1395 E. Michigan Northwest corner of East Michigan and Harris 0.77 acre site	Preliminary Site Plan -Pending (11/27/07) Project on Hold	Speedway/SuperAmerica 500 Speedway Dr Springfield, OH 45501 937-864-3000	Marathon Ashland Petroleum LLC 539 S. Main St Findlay, OH 45840 419-422-2121	11/27/07
Stadium Trophy	Site Improvements and building addition	Section 06 – 1886 Packard Corner of Kewanee and Packard	Under Construction	Stadium Trophy 1886 Packard Rd Ypsilanti, MI 48197	CRS Plymouth, MI 48187	9/27/09
Walgreens/KC Daycare	13,580 sqft pharmacy and 4,600 sqft daycare facility	Section 21 Near the intersection of Stony Creek and Whittaker Road 5.82 acre site	Project on Hold Extension Approved 1/26/10	WG Ypsilanti, LLC 255 E. Brown Street, Suite 105 Birmingham, MI 48009	Wade Trim 3933 Monitor Road Bay City, MI 48707	7/10/08
Ypsilanti Area Credit Union	1,584 sqft branch building	Section 21 Located on the east side of Whittaker south of S. Huron River Drive 2.0 acres	Preliminary Site Plan -Extension (12/22/09) Detailed Engineering -Approved (7/13/09) Final Easements approved (3-31-10)	Tracker Properties LLC 33533 W. Twelve Mile Farmington Hills, 48331 2248-324-9315 Earl McHugh	Washtenaw Engineering 3250 W. Liberty Ann Arbor, MI 48106 734-761-8800	9/17/08
Zeer Security	1,644 sqft addition to existing retail building	Section 6 – 2997 Washtenaw Ave s/e corner of Washtenaw and Golfside	Bonds requested to complete work NOV Pending	Eddie Zeer 23999 W. 10 Mile Southfield, 48034 248-304-1900	Engineering Services Inc 32300 Schoolcraft Livonia, MI 48150 734-525-7330	1/4/08

WORK SESSION AGENDA
CHARTER TOWNSHIP OF YPSILANTI
TUESDAY, APRIL 20, 2010

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

5:00 P.M.

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

1. DISCUSS RETAINING THE DEMATTIA GROUP TO BROKER AND MARKET TOWNSHIP OWNED PROPERTY
2. DISCUSS FIREFIGHTER NEGOTIATIONS SPECIFICALLY RELATED TO GABRIEL ROEDER SMITH & COMPANY SUPPLEMENTAL ACTUARIAL REPORT (THIS ITEM WILL BE DISCUSSED IN EXECUTIVE SESSION)
3. REVIEW AGENDA

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



Supervisor's Office

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

TO: Township Board
FROM: Brenda L. Stumbo, Supervisor *Brenda*
DATE: April 5, 2010
RE: Negotiations with DeMattia Group

The three full-time officials met with DeMattia regarding the possibility of them marketing the Seaver Farm property for the Township. For your review, I have attached a letter from Gary Roberts regarding their marketing approach. The reason we are asking the Board to consider DeMattia is that their land adjoins ours, making it easier for them to market.

I would like to place this item on the April 20, 2010 Work Session agenda for discussion. Mr. Roberts will be present to answer any questions you may have.

If you have any questions, please contact me.

tk

Attachment

cc: Michael Radzik, OCS Director
Wm. Douglas Winters, Attorney
File

2010 APR 8 PM 2 14

EXECUTIVE SESSION

1. Discuss Firefighter Negotiations Specifically Related To Gabriel Roeder Smith & Company Supplemental Actuarial Report **(This Item Will Be Discussed In Executive Session)**

Gary D. Roberts, AIA
President
Chief Executive Officer
734.354.6123



Innovative solutions to
land and building needs

ISO 9001
REGISTERED

March 15, 2010

Ms. Brenda Stumbo
Supervisor
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197-7099

**Subject: Washtenaw Business Park Phase III
[Seaver Farm]**

Dear Supervisor Stumbo,

Thank you for the opportunity to discuss the marketing approach for the Seaver Farm property. We recognize that there are a variety of approaches the Township could take, including direct marketing through the Township Economic Development initiatives, use of local realtors and brokers or even a national level wholesale auction approach. However, the DeMattia Group has a fourth option that we would like you to consider.

Conceptually we are proposing to link the Seaver Farm property with the existing Washtenaw Business Park property and market it as the Washtenaw Business Park Third Phase. This 'link' would be a market perceptual link rather than a legally facilitated land transfer. That is the Township would remain title holder to the land until such time as an approved project was sold to a third party or leased through an affiliate of the DeMattia Group. Specifically we are proposing for a finite period of time, say two years that we take all of the necessary marketing steps to promote the Seaver property as though it were a piece of the Washtenaw Business Park development and only take compensation for that work on a success basis, meaning a fee on the actual land sale or transfer amount. This performance based scenario is not unlike the original agreement we had with Morgan Mitsubishi for phase one of the park.

DeMattia Group
Detroit • Milwaukee
45501 Helm Street
Plymouth, MI 48170
www.demattia.com

Likely, we would continue our affiliation with real estate brokers, local state and county level economic development officials and most substantively the DeMattia network of potential prospects and users. At such time as the prospect was identified, we would treat them identically to any other DeMattia prospect including providing materials, conceptual site plans, conceptual building designs and budgets, land use and technical advice together with any other supporting information as may be needed. DeMattia Group would take the first opportunity as appropriate to handle the design and construction services on any given project that is, the first opportunity but not the requirement to utilize those services.

Recognizing the sale of commercial industrial property at the present time is challenged by current market conditions, we feel strongly that the 'developer approach', is in fact the best opportunity for a successful outcome. Enclosed please find our marketing checklist which will initiate a variety of steps to be completed before we can commence this effort. Also included is a copy of a marketing diagram putting the two properties together in terms of perceptual marketing. We are proud to be a long time part of the Ypsilanti business community and sincerely appreciate your consideration of the expanded services of the DeMattia Group.

Sincerely,

DeMattia Group



Gary D. Roberts, AIA

President

enclosure

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

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

**CHARTER TOWNSHIP OF YPSILANTI
REGULAR MEETING
TUESDAY, APRIL 20, 2010**

**BRENDA L. STUMBO, SUPERVISOR
KAREN LOVEJOY ROE, CLERK
LARRY J. DOE, TREASURER**

**TRUSTEES:
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE**

REVISED AGENDA

TIME AND PLACE

7:00 P.M.

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

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
4. MINUTES
 - A. MARCH 29, 2010 SPECIAL MEETING
5. SUPERVISOR REPORT
6. CLERK REPORT
7. TREASURER REPORT
 - A. MARCH 2010
8. TRUSTEE REPORT
9. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. PROCLAMATIONS HONORING MULTIPLE CHEMICAL SENSITIVITY AWARENESS WEEK AND CHEMICAL AWARENESS WEEK
2. PUBLIC NUISANCE ABATEMENT REQUESTS

- A. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IF NECESSARY, IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR THE PROPERTY LOCATED AT 1314 RUE WILLETTE BLVD.
 - B. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IF NECESSARY, IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR THE PROPERTY LOCATED AT 534 OAKLAWN
 - C. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IF NECESSARY, IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR THE PROPERTY LOCATED AT 1854 CADILLAC STREET
 - D. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IF NECESSARY, IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR THE PROPERTY LOCATED AT 1450 BLOSSOM
 - E. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IF NECESSARY, IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE REGARDING THE OPERATION OF ILLEGAL JUNK YARD LOCATED ON DAYTONA AVENUE, PROPERTY #K-11-21-404-006
3. REQUEST TO ALLOW THREE FULL-TIME OFFICIALS, UPON THE RECOMMENDATION OF THE OFFICE OF COMMUNITY STANDARDS, TO AUTHORIZE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCES WHICH PRESENT AN IMMEDIATE HEALTH, SAFETY OR WELFARE DANGER
 4. REQUEST TO ALLOW THREE FULL-TIME OFFICIALS TO AUTHORIZE PROCEEDING WITH RFPS ON DEMOLITION OF PROPERTIES THAT QUALIFY FOR NEIGHBORHOOD STABILIZATION PROJECT (NSP) FUNDS WHICH MUST FOLLOW SPECIFIC HUD AND COUNTY BIDDING PROCESS
 5. HURON RIVER WATERSHED COUNCIL BIORESERVE PROJECT
 6. WHITTAKER ROAD BIKE PATH EASEMENT AGREEMENTS
 7. SEARCH AND RESCUE EMERGENCY RESPONSE VEHICLE INTERLOCAL AGREEMENT
 8. 1ST READING RESOLUTION NO. 2010-05, ORDINANCE NO. 2010-404 – MEDICAL MARIJUANA DISPENSARIES
 9. REQUEST FROM S.E. MICHIGAN LAND HOLDING (LOMBARDO HOMES) FOR A THIRD AMENDMENT TO THE RECORDED MASTER DEED ASSOCIATED WITH CREEKSIDE VILLAGE SOUTH SITE CONDOMINIUMS
 10. RESOLUTION NO. 2010-6 – AUTHORIZING DIVISION OF PLATTED LOTS IN CREEKSIDE VILLAGE EAST
 11. BUDGET AMENDMENT #4
 12. DTE AGREEMENT FOR DESIGN OF HOLMES ROAD PHASE 3 LIGHTING PLAN AND INSTALLATION, AT AN ESTIMATED COST OF \$95,209.00, TO BE BUDGETED IN 2011 BUDGET
 13. AMENDMENTS #1 AND #2 TO SERVICE CONTRACT BETWEEN WASHTENAW COUNTY AND THE CHARTER TOWNSHIP OF YPSILANTI FOR NEIGHBORHOOD STABILIZATION PROJECT FUNDS

14. SET PUBLIC HEARING DATE:

- A. TUESDAY, MAY 18, 2010 AT APPROXIMATELY 7:00 P.M. – FORD MOTOR COMPANY, RAWSONVILLE PLANT LOCATED AT 10300 TEXTILE ROAD IN YPSILANTI TOWNSHIP, FOR A 328 INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE

OTHER BUSINESS

STATEMENTS AND CHECKS

- A. APRIL 6, 2010
- B. APRIL 20, 2010

PUBLIC COMMENTS

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 29, 2010 SPECIAL MEETING**

PROPOSED

The meeting was called to order by Supervisor Brenda L. Stumbo at approximately 8:30 a.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

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

Members Absent: None

Legal Counsel: Wm. Douglas Winters

1. MINUTES OF THE MARCH 16, 2010 WORK SESSION AND REGULAR MEETING

A motion was made by Treasurer Doe, supported by Trustee Sizemore to approve the minutes of the March 16, 2010 Work Session and Regular Meeting. The motion carried unanimously.

2. RESOLUTION NO. 2010-04, LAKESIDE PARK GRANT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2010-04, Lakeside Park Grant (see attached). The motion carried unanimously.

Trustee Martin wanted to make sure if Ypsilanti Township was awarded the grant, there would be no cost to the Township.

Art Serafinski, Recreation Director said the project had been scaled down by adding additional in-kind services. He stated the Township had no financial commitment and the lease agreement with EMU would make that clear.

Clerk Lovejoy Roe stated Kirk Profit was very optimistic and he suggested the Township thank Lana Pollack for her help with the grant application. She said Mr. Profit also planned to meet with Washtenaw County Parks and Recreation.

Mr. Serafinski said Mr. Profit had been instrumental in dealing with individuals in Lansing. He felt the Township also had the inside track with the DNR due to his own twenty-year relationship with the staff. Mr. Serafinski stated with Mr. Profit's efforts, the Township's internal efforts and the collaboration with EMU and the

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 29, 2010 SPECIAL MEETING MINUTES
PAGE 2**

Saline Rowing Club, the Township's chances were very good. He stressed this was the best collaboration he'd seen since he began working for Ypsilanti Township.

3. NUISANCE ABATEMENT

- a. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IF NECESSARY, IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR THE PROPERTY LOCATED AT 138, 138 ½ AND 140 S. HARRIS**
- b. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION, IF NECESSARY, IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE CREATED BY THE ZONING VIOLATION FOR THE PROPERTY LOCATED AT 1095 E. MICHIGAN AVENUE**
- c. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION, IF NECESSARY, IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCES FOR THE PROPERTY LOCATED AT 1370 E. MICHIGAN AVENUE**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to authorize legal action if necessary, in Washtenaw County Circuit Court to abate public nuisance for the properties located at 138, 138 ½ and 140 S. Harris, 1095 E. Michigan Avenue and 1370 E. Michigan Avenue. The motion carried unanimously.

4. REQUEST TO PRINT AND MAIL POSTCARD TO TOWNSHIP RESIDENTS REGARDING CHANGES IN BRUSH AND RECYCLING SERVICES, AT A COST NOT TO EXCEED \$4,500, TO BE CHARGED TO LINE ITEM #226-226-000-900-000

A motion was made by Clerk Lovejoy Roe, supported by Trustee Sizemore to approve printing and mailing of postcards to Township residents regarding changes in brush and recycling services, at a cost not to exceed \$4,500, budgeted in line item #226-226-000-900-000. The motion carried unanimously.

Supervisor Stumbo stated due to a mistake by the printing company with a mailing in January, this mailing would be significantly less than \$4,500. She said the postcard was a reminder of the changes in the brush collection and recycling.

5. 2010 RATES FOR GREEN OAKS GOLF COURSE

A motion was made by Trustee Currie, supported by Treasurer Doe to approve 2010 Green Oaks Golf Course rates. The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 29, 2010 SPECIAL MEETING MINUTES
PAGE 3**

6. PROCLAMATION IN HONOR OF SEXUAL ASSAULT AWARENESS MONTH

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve proclamation in honor of Sexual Assault Awareness Month. The motion carried unanimously.

(Attorney Winters arrived at 8:42 a.m.)

Attorney Winters suggested displaying public nuisance photos on the Board Room monitors so the public could see firsthand the condition of these properties. He provided a brief overview of his conversation with the owner of the nuisance abatement property on S. Harris Road. Attorney Winters thanked the Board for their continued commitment to addressing these issues.

Clerk Lovejoy Roe stated Velvet Touch on E. Michigan Avenue was closed as of Sunday, March 28, 2010.

Meeting was adjourned at approximately 8:47 a.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

SUPERVISOR REPORT

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

CLERK REPORT

THERE IS NO WRITTEN CLERK REPORT

**OFFICE OF THE TREASURER
LARRY J. DOE**



**MONTHLY TREASURER'S REPORT
MARCH 1, 2010 THROUGH MARCH 31, 2010**

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
ABN AMRO Series "B" Debt Red. Cap.Int.	141,805.46	0.00	0.00	141,805.46
Bicycle Path	1,022,558.15	792.43	690,487.00	332,863.58
Bonds & Escrow/GreenTop	806,708.42	7,879.46	1,667.00	812,920.88
Building Department Fund	226,277.42	24,368.96	22,097.55	228,548.83
Capital Improvement 2006 Bond Fund	350,349.11	129.58	0.00	350,478.69
Comerica Series B Bond	2,364.29	0.30	25.00	2,339.59
Compost Site	959,873.65	3,833.74	11,852.68	951,854.71
Current Tax Collections	17,827,670.00	297,640.40	1,194,072.37	16,931,238.03
Economic Development	66,796.62	28.36	0.00	66,824.98
Environmental Clean-up	441,794.40	187.57	0.00	441,981.97
Environmental Services	3,299,290.38	1,676.70	182,448.09	3,118,518.99
Fire Department	3,157,078.97	7,100.96	429,703.70	2,734,476.23
Fire Withholding Bonds	164,876.23	7,921.91	6,000.00	166,798.14
General Fund	4,204,830.20	1,457,136.90	1,917,665.71	3,744,301.39
General Obligation	549,188.15	191.45	49,500.00	499,879.60
General Tax Collection	11,729.05	149,687.24	14,182.00	147,234.29
Green Oaks Golf Course	107,227.38	36,981.41	47,721.85	96,486.94
Hydro Station Fund	489,237.13	33,322.26	20,227.02	502,332.37
Law Enforcement Fund	1,854,605.06	510.98	821,609.14	1,033,506.90
LDFA 2006 Bonds	96,056.93	35.52	0.00	96,092.45
LDFA Tax	294.19	0.12	0.00	294.31
Motor Pool	363,748.20	109.25	2,818.59	361,038.86
Neighborhood Stabilization	0.00	25,004.32	3,950.00	21,054.32
Nuisance Abatement Fund	43,099.30	2,322.67	2,159.50	43,262.47
Parks Fund	28,253.53	11.19	892.48	27,372.24
Payroll	67,000.14	822,664.38	792,083.14	97,581.38
Public Improvement	420,031.97	178.37	0.00	420,210.34
Recreation	41,474.90	59,423.71	50,603.86	50,294.75
Rental Inspections	6,506.07	2,757.08	5,241.53	4,021.62
Series "A" Bond Payments	1,424.73	49,503.26	42,318.13	8,609.86
Series "B" Cap. Cost of Funds	7,449.32	2.01	2,000.00	5,451.33
State Grants	18,279.34	7.77	0.00	18,287.11
Willow Run Escrow	140,857.49	1.08	0.00	140,858.57
GRAND TOTAL	\$ 36,918,736.18	\$ 2,991,411.34	\$ 6,311,326.34	\$ 33,598,821.18

TRUSTEE REPORT

THERE IS NO WRITTEN TRUSTEE REPORT

ATTORNEY REPORT

GENERAL LEGAL UPDATE


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



Supervisor's Office

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

TO: Karen Lovejoy Roe, Clerk

FROM: Brenda L. Stumbo, Supervisor 

DATE: March 29, 2010

RE: Multiple Chemical Sensitivity Awareness Week and Chemical Awareness Week

Attached are proclamations to recognize May 9-15, 2010 as Multiple Chemical Sensitivity Awareness Week and Chemical Awareness Week.

Please place these proclamations on the April 20, 2010 Township Board agenda.

tk

Attachments

2010 MAR 32 AM 5 24

RECEIVED
SUPERVISOR'S OFFICE

March 22, 2010

MAR 23 2010

Ms. Brenda Stumbo, Supervisor
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

YPSILANTI TOWNSHIP

Dear Ms. Stumbo:

I am writing this letter to request if two (2) Proclamations can be issued from the Township of Ypsilanti to signify:

May 9-15, 2010 as: "MULTIPLE CHEMICAL SENSITIVITY AWARENESS WEEK"

May 9-15, 2010 as: "CHEMICAL AWARENESS WEEK"

I am enclosing copies of last year's Proclamations as working models for this year. We appreciate and are grateful that the Township continues to issue these proclamations and are hopeful you and the Township Board will do so again this year. It is important to continue to bring awareness regarding health and environmental issues to our Township residents. The State of Michigan will be issuing these same proclamations as well.

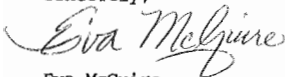
Also, could we request (like last year) that these proclamations be sent out via your computer mailing system to the other government offices within the Township a week or so before the awareness week? I would appreciate any means the Township has to make these proclamations available to our citizens as I do not have a computer.

If you have any questions regarding this request, please don't hesitate to call me at (734) 485-2729. If approved, could you please send the original proclamations to me at your earliest convenience at: (please mail)

EVA MCGUIRE
P.O. Box 981335
Ypsilanti, Michigan 48198

Thank you, in advance, for your consideration in this matter.

Sincerely,



Eva McGuire

Enclosures

Charter Township of Ypsilanti

Proclamation

In Honor of
Chemical Awareness Week
May 9-15, 2010

WHEREAS, it is important that people are made more aware of the role that chemicals play in their daily lives; and

WHEREAS, along with the benefits of chemicals, we need to be aware of the dangers hazardous materials pose to our families, especially to our children and youth and of the preventative measures that we can take to avoid possible harm; and

WHEREAS, we must encourage cooperation between local emergency planning committees and their local business, industrial, retail, service, and farming sectors to increase the involvement of off-site emergency planning of hazardous material accidents; and

WHEREAS, it is essential that we work to improve the awareness of local emergency planning committees about the chemicals manufactured, used or sold in factories, companies, retail stores and farms in their communities.

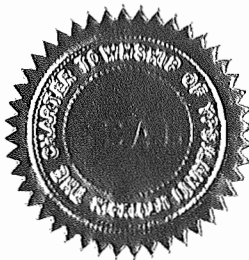
NOW THEREFORE BE IT RESOLVED, that the Charter Township of Ypsilanti Board of Trustees does hereby proclaim the week of May 9-15, 2010 *CHEMICAL AWARENESS WEEK* in Ypsilanti Township and we encourage all citizens to obtain and share information about the proper uses of chemicals in order to ensure a safer future for our Township.

Dated and signed this 20th day of April, 2010

Brenda L. Stumbo, Supervisor

Karen Lovejoy Roe, Clerk

Larry J. Doe, Treasurer



Jean Hall Currie, Trustee

Stan Eldridge, Trustee

Mike Martin, Trustee

Dee Sizemore, Trustee

Charter Township of Ypsilanti

Proclamation

In Honor of
Multiple Chemical Sensitivity Awareness
May 9-15, 2010

WHEREAS, people of all ages have developed the condition known as Multiple Chemical Sensitivity, often following either a single massive chemical exposure or repeated low level exposures to chemicals in the environment; and

WHEREAS, people with Multiple Chemical Sensitivity frequently also suffer from one or more of the overlapping conditions known as Chronic Fatigue/Immune Deficiency Syndrome, Fibromyalgia and Gulf War Syndrome; and

WHEREAS, Multiple Chemical Sensitivity is a chronic condition for which there is neither a proven treatment nor a cure, that typically affects several major organ systems with multiple symptoms that can include, but are not limited to: difficulty breathing, sleeping and/or concentrating, memory loss, migraines, nausea, abdominal pain, chronic fatigue, aching joints and muscles, disorders of the skin and sensory dysfunctions; and

WHEREAS, people with Multiple Chemical Sensitivity often have profound problems with health, finances, employment, housing, public access and personal relationships; and

WHEREAS, the health of the general population is at risk from chemical exposures which can lead to illnesses that are preventable through the reduction or avoidance of chemicals in the air, water and food in both indoor and outdoor environments; and

WHEREAS, Multiple Chemical Sensitivity is recognized by the Americans with Disabilities Act, the Social Security Administration, the U.S. Department of Housing and Urban Development, the Environmental Protection Agency and other state and federal governmental agencies and commissions which have supported the health and welfare of people with this condition; and

WHEREAS, reasonable accommodations, educational efforts and recognition of Multiple Chemical Sensitivity can provide opportunities for people with this condition to enjoy access to work, schooling, public facilities and other settings where they can contribute their skills, knowledge, ideas and creativity; and

WHEREAS, individuals with Multiple Chemical Sensitivity need the understanding and support of family, friends, employers and co-workers, medical professionals, other members of society and governmental agencies at all levels to help them cope with the significant and pervasive lifestyle changes imposed by this illness;

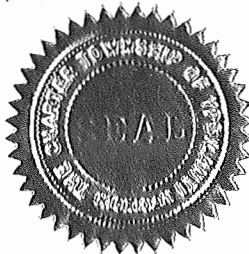
NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees does hereby proclaim the week of May 9-15, 2010 *MULTIPLE CHEMICAL SENSITIVITY AWARENESS WEEK* in Ypsilanti Township and commend this observance to all Township residents.

Dated and signed this 20th day of April, 2010

Brenda L. Stumbo, Supervisor

Karen Lovejoy Roe, Clerk

Larry J. Doe, Treasurer



Jean Hall Currie, Trustee

Stan Eldridge, Trustee

Mike Martin, Trustee

Dee Sizemore, Trustee

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



**Office of
Community Standards**
7200 S. Huron River Drive
Ypsilanti, MI 48197
www.ytown.org

April 12, 2010

To: Clerk's Office
From: Mike Radzik, Director of Community Standards
Subject: **Request for Board Authorization – 1314 Rue Willette**
Copy: Township Board

Staff from the Office of Community Standards, in conjunction with the Washtenaw County Sheriff's Office, is investigating a property maintenance and public nuisance case at a single family home located at 1314 Rue Willette Blvd.

In this case, the house has been inspected with owner consent and has been condemned for a multitude of code violations that remain unabated. The owner, relatives and visitors continue to occupy the home in contravention of the condemnation order. The Sheriff's Office has investigated multiple calls for service involving occupants and visitors at this house, and has issued citations to various people for unlawful occupation of the property.

In addition, I have received a petition signed by 35 residents of Rue Willette Blvd requesting that the home be declared a public nuisance and that appropriate abatement action be initiated for the greater safety of the law abiding residents of the street. I and representatives of the Sheriff's Office met with many of the neighbors on March 27, 2010 to discuss the activity at the property. A follow-up meeting is scheduled for April 24, 2010.

I have been compiling township and county records and have consulted with our attorneys to determine the best course of action. It has been recommended that we file suit in circuit court as a means to abate the nuisance and resolve the issues.

Accordingly, please place this item on the agenda for the April 20, 2010 meeting of the Board of Trustees to consider authorizing circuit court litigation and to obtain a temporary restraining order vacating the house.

Thank you for your consideration.

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



**Office of Community
Standards**

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

Office of Community Standards NOTICE OF VIOLATION/CONDEMNATION

Date: March 30, 2010

To: Veronica Webster

Please be advised that on your property located at 1314 Rue Willette Blvd in The Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, was inspected by Bill Elling, (belling@ytown.org) on March 29, 2010. The inspection of that address indicates that the following conditions exist:

The structure, located at this address, in the opinion of the code official, has been found to be non-habitable and as such is classified as blight and shall be abated.

Charter Township of Ypsilanti Code of Ordinances

ARTICLE II. BLIGHT

Sec. 26-26. Purpose of article.

It is the purpose of this article to prevent, reduce or eliminate blight or potential blight in the township by the prevention or elimination of certain environmental causes of blight or blighting factors which exist or which may in the future exist in the township.

(Code 1975, § 13-32)

Sec. 26-27. Enforcement of article.

This article shall be enforced by the community development director of the township, any police officer of the county or state, any constable or police officer of the township or such other persons as shall be so designated by the township board.

(Code 1975, § 13-33)

Sec. 26-28. Causes of blight or blighting factors enumerated.

It is hereby determined that the following uses, structures and activities are causes of blight or blighting factors which, if allowed to exist, will tend to result in blight and undesirable neighborhoods:

(3) The existence of any structure or part of such structure which, because of fire, wind or other natural disaster or physical deterioration, is no longer habitable as a dwelling, nor useful for any other purpose for which it may have been intended or lawfully used.

(4) The existence of any vacant dwelling, garage or other accessory building, unless the same is securely locked, with windows intact or neatly boarded up, and otherwise protected to prevent entrance thereto by unauthorized persons.

(5) The existence of any partially completed structure, unless such structure is in the course of construction in accordance with a valid and subsisting building permit issued by the township and unless such construction is completed within the time specified by existing ordinances.

(Code 1975, § 13-34)

International Property Maintenance Code 2006

PM-107.5 Transfer of ownership. It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

PM-108.1 General. When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

PM-108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

PM-108.1.3 Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

PM-108.5 Prohibited occupancy. Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall

occupy a placarded premises or shall operate placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy a placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.

PM-110.1 General. The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to demolish and remove such structure.

PM-110.3 Failure to comply. If the owner of a premises fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

R110.5 Revocation. The building official shall, in writing, suspend or revoke a certificate of occupancy issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

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

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

PM-107.2 Form:

Such notice prescribed in Section PM-107.1 shall:

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

PM-107.3 Method of service:

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

1. Delivered personally;
2. Sent by certified or first class mail addressed to the last known address: or

3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

PM-108.4 Placarding:

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

PM-108.4.1 Placard removal:

The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

PM-302.1 Sanitation:

All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

PM-302.7 Accessory structures:

All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

PM-303.12 Handrails and guards:

Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

PM-303.13 Window and door frames:

Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

PM-303.13.2 Openable windows:

Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

PM-304.1 General:

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

PM-304.3 Interior surfaces:

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

PM-304.4 Stairs and walking surfaces:

Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

PM-304.6 Interior doors:

Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

PM-404.5 Overcrowding:

The number of persons occupying a dwelling unit shall not create conditions that, in the opinion of the code official, endanger the life, health, safety or welfare of the occupants.

PM-604.3 Electrical system hazards

Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

PM-605.2 Receptacles

Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain at least one receptacle. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection.

PM 704.1 General.

All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the INTERNATIONAL FIRE CODE.

PM-704.2 Smoke Alarms.

Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and in dwellings not regulated in Group R occupancies, regardless of occupant load at all the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements and cellars but not

including crawl spaces and uninhabitable attics.. In dwelling units or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level. Single or multiple-station smoke alarms shall be installed in other groups in accordance with INTERNATIONAL FIRE CODE.



ADDRESS VERIFICATION























29 4:43 PM



29 4:47 PM





1314



29 4:37 PM

Y Charter Township
of
YPSILANTI
"Fixing Problems First"

DO NOT REMOVE

You are hereby notified that this building may not be occupied until you receive written permission from the building inspector at 7200 South Huron River Drive, Ypsilanti, Michigan, because of violation checked.

Date: 3-29-10

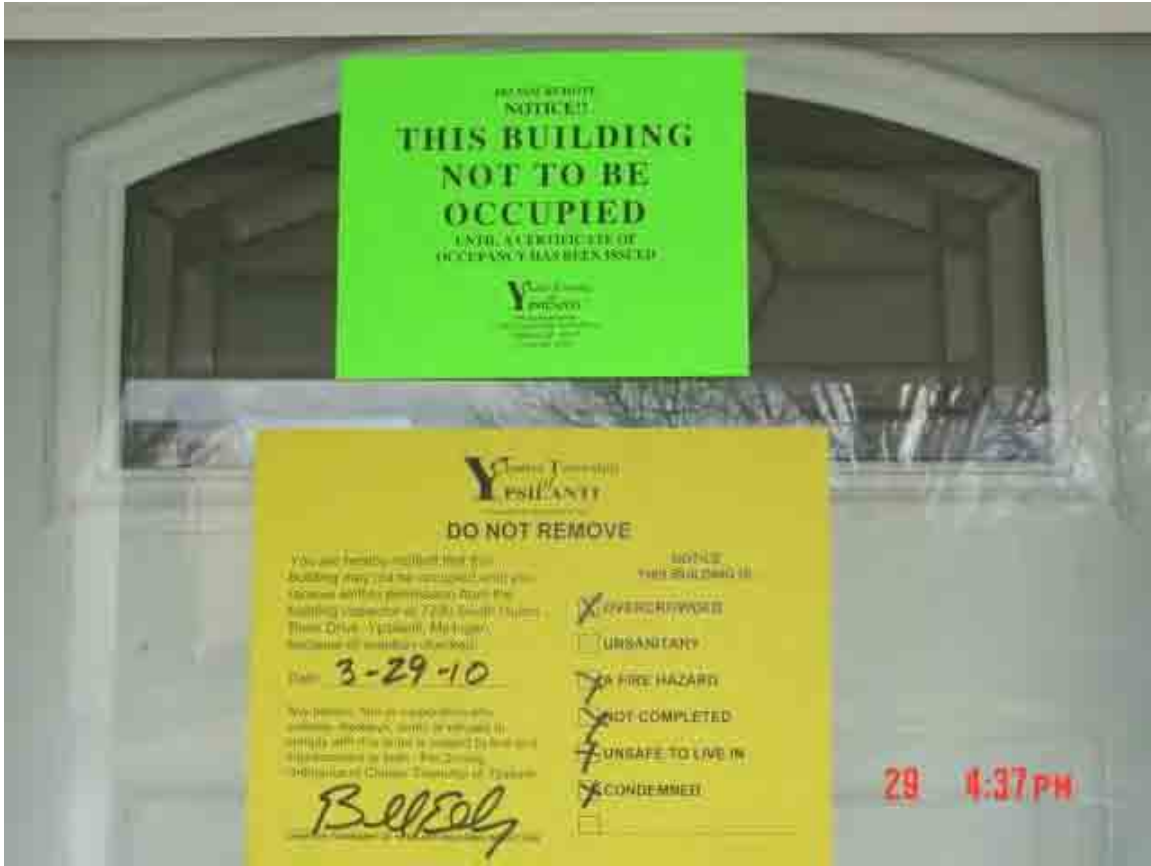
Any person, firm or corporation who violates, disobeys, omits or refuses to comply with this order is subject to fine and imprisonment or both. Per Zoning Ordinance of Charter Township of Ypsilanti.


CHARTER TOWNSHIP OF YPSILANTI BUILDING INSPECTOR

**NOTICE
THIS BUILDING IS:**

- OVERCROWDED
- UNSANITARY
- A FIRE HAZARD
- NOT COMPLETED
- UNSAFE TO LIVE IN
- CONDEMNED
-

29 4:37 PM



The structure at the above address is hereby ordered repaired condemned and is not to be occupied until inspections reveal all violations have been corrected. All violations must be corrected within 30 days from today's date. If corrections are not completed within the specified time frame, legal action will ensue.

The certificate of occupancy on this structure is hereby revoked.

You have the right to appeal this notice of violation. If you choose to appeal, contact The Office of Community Standards at 734-485-3943 and request an application for The Construction Board of Appeals. (Fee for appeal application is \$100).

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



**Office of
Community Standards**
7200 S. Huron River Drive
Ypsilanti, MI 48197
www.ytown.org

April 12, 2010

To: Clerk's Office
From: Mike Radzik, Director of Community Standards
Subject: **Request for Board Authorization – 534 Oaklawn**
Copy: Township Board

Staff from the Office of Community Standards, in conjunction with LАWNET and the Washtenaw County Sheriff's Office, is investigating a property maintenance and public nuisance case at a single family home located at 534 Oaklawn.

In this case, the house has been the subject of neighborhood complaints about nuisance activity. LАWNET executed a search warrant at the property on March 31, 2010 and seized evidence of criminal activity. At the request of LАWNET officials, a property maintenance inspection was conducted during execution of the warrant and the house was subsequently condemned for multiple and various code violations. Since the condemnation order, Sheriff's deputies have responded to the property for reported unlawful occupation of the home and property.

OCS staff has compiled township and county records and has consulted with our attorneys to determine the best course of action. It has been recommended that we file suit in circuit court as a means to abate the nuisance and resolve the issues.

Accordingly, please place this item on the agenda for the April 20, 2010 meeting of the Board of Trustees to consider authorizing circuit court litigation and to obtain a temporary restraining order vacating the house.

Thank you for your consideration.

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



**Office of Community
Standards**

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

Office of Community Standards NOTICE OF VIOLATION

Date: April 1, 2010

To: Iley Field

Please be advised that on your property located at 534 Oaklawn. in The Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, was inspected by Bill Elling, (belling@ytown.org) on March 31, 2010. The inspection of that address indicates that the following conditions exist:

- .The structure, located at this address, in the opinion of the code official, has been found to be non-habitable and as such is classified as blight and shall be abated.

Charter Township of Ypsilanti Code of Ordinances

ARTICLE II. BLIGHT

Sec. 26-26. Purpose of article.

It is the purpose of this article to prevent, reduce or eliminate blight or potential blight in the township by the prevention or elimination of certain environmental causes of blight or blighting factors which exist or which may in the future exist in the township.

(Code 1975, § 13-32)

Sec. 26-27. Enforcement of article.

This article shall be enforced by the community development director of the township, any police officer of the county or state, any constable or police officer of the township or such other persons as shall be so designated by the township board.

(Code 1975, § 13-33)

Sec. 26-28. Causes of blight or blighting factors enumerated.

It is hereby determined that the following uses, structures and activities are causes of blight or blighting factors which, if allowed to exist, will tend to result in blight and undesirable neighborhoods:

(3) The existence of any structure or part of such structure which, because of fire, wind or other natural disaster or physical deterioration, is no longer habitable as a dwelling, nor useful for any other purpose for which it may have been intended or lawfully used.

(4) The existence of any vacant dwelling, garage or other accessory building, unless the same is securely locked, with windows intact or neatly boarded up, and otherwise protected to prevent entrance thereto by unauthorized persons.

(5) The existence of any partially completed structure, unless such structure is in the course of construction in accordance with a valid and subsisting building permit issued by the township and unless such construction is completed within the time specified by existing ordinances.

(Code 1975, § 13-34)

International Property Maintenance Code 2006

PM-107.5 Transfer of ownership. It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

PM-108.1 General. When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

PM-108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

PM-108.1.3 Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

PM-108.5 Prohibited occupancy. Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall

occupy a placarded premises or shall operate placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy a placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.

PM-110.1 General. The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to demolish and remove such structure.

PM-110.3 Failure to comply. If the owner of a premises fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

R110.5 Revocation. The building official shall, in writing, suspend or revoke a certificate of occupancy issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

PM-106.1 Unlawful acts.

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

PM-106.2 Penalty:

Any person, firm, or corporation who shall violate a Provision of this Code, shall be responsible for a municipal civil infraction, as provided in chapter 40, article II of this Code, and shall be subject to a fine as follows:

(A) The fine for any first violation shall be \$100.00;

(B) The fine for any violation which the violator has, within the past two years, been found in violation of once before, shall be \$250.00;

(C) The fine for any violation which the violator has, within the past two years, been found in violation of twice before, shall be \$500.00. Each day a separate municipal civil infraction. A separate municipal civil infraction shall be deemed committed upon each day during or when a violation occurs or continues.

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

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

and PM-107.3. Notices for condemnation procedures shall also comply with Section PM-108.3.

PM-107.2 Form:

Such notice prescribed in Section PM-107.1 shall:

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

PM-107.3 Method of service:

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

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

PM-108.4 Placarding:

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

PM-108.4.1 Placard removal:

The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

PM-302.1 Sanitation:

All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

PM-302.5 Rodent harborage:

All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.

PM-303.1 General:

The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare

PM-303.12 Handrails and guards:

Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

PM-304.1 General:

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

PM-304.3 Interior surfaces:

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

PM-304.4 Stairs and walking surfaces:

Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

PM-304.6 Interior doors:

Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

PM-305.1 Accumulation of rubbish or garbage:

All exterior property and premises, and the interior of every structure shall be free from any accumulation of rubbish or garbage.

PM-305.2 Disposal of rubbish:

Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

PM-306.1 Infestation:

All structures shall be kept free from insect and rat infestation. All structures in which insects or rats are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.

PM-308.5 Occupant

The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure. Exception: Where the infestations are caused by defects in the structure, the owner shall be responsible for extermination.

PM-504.3 Plumbing system hazards.

Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage improper installation, deterioration or damage or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

PM 504.1 General.

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

PM-302.8 Motor Vehicles

Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Paint of vehicles is prohibited unless conducted inside an approved spray booth. Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes. All vehicles must be operable and plated or removed from property or stored inside a garage.

PM-505.4 Water heating facilities

Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 110-degree F (43-degree C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

PM-604.3 Electrical system hazards

Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

PM-605.1 Installation

All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

PM-605.2 Receptacles

Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle

or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain at least one receptacle. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection.

PM-704.1 General.

All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the INTERNATIONAL FIRE CODE.

PM-704.2 Smoke Alarms.

Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and in dwellings not regulated in Group R occupancies, regardless of occupant load at all the following locations:

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

Single or multiple-station smoke alarms shall be installed in other groups in accordance with INTERNATIONAL FIRE CODE.

2003 Michigan Residential Code

R105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this code. or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

Sec. 26-28. Blight

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

Sec. 14-46. License

It shall be unlawful for any person to be the owner of any dog over the age of four months, located within the township, unless such dog is currently licensed in accord with the provisions of this division.

(Code 1975, § 4-31)



ADDRESS VERIFICATION



























































31 8:51 PM



31 8:52 PM







The structure at the above address is hereby ordered repaired or demolished. A permit for repair or demolition shall be secured within 30 days from today's date and the structure removed within 60 days from today's date or repairs to commence immediately and be completed within the time frame specified on the building permit. If a permit is not acquired within the specified time frame, legal action will ensue.

The certificate of occupancy on this structure is hereby revoked. Additionally no persons at no time are allowed to occupy the attic area for any reason.

You have the right to appeal this notice of violation. If you choose to appeal, contact The Office of Community Standards at 734-485-3943 and request an application for The Construction Board of Appeals. (Fee for appeal application is \$100).

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



**Office of Community
Standards**

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

Memorandum

To: Karen Lovejoy Roe, Township Clerk
Cc: Nancy Wrybkowski, Deputy Clerk
Township Board of Trustees
Doug Winters, Twp Attorney
From: Joseph Lawson, Planning and Development Coordinator
Date: April 13, 2010
Re: 1854 Cadillac Street

Please be advised that during a follow-up inspection of the property known as 1854 Cadillac Street, it was noted that the property not only remains in deplorable condition but has gotten worse, even after the issuance of two citations and an appearance before Magistrate Nelson.

During the December 11, 2009 informal hearing, property owner Mr. Chris Kind plead responsible for the noted blight and was ordered to pay a fine of \$150.00 (\$75.00 for each infraction). It was further agreed that Mr. Kind would restore the property until such time that he received site plan approval from the Township Planning Commission for the proposed use. As of this date, the two municipal civil infractions have been paid, though the condition of the property continues in a blighted condition as is noted in the attached photographs taken this afternoon. It should also be noted that the property also remains without application or site plan approval for the on-going use as an industrial storage yard.

With that said, I respectfully request that this item be placed on the next available Board agenda for the consideration of potential legal action in Circuit Court in order to have this nuisance appropriately abated. I have attached the original *Notice of Violation* and photographs in addition to the photographs taken this afternoon.

Should you need any additional information, please do not hesitate to contact me.

1854 Cadillac Street
April 13, 2010



1854 Cadillac Street
April 13, 2010



1854 Cadillac Street
April 13, 2010



Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
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JEAN HALL CURRIE
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www.ytown.org

****NOTICE OF VIOLATION****

October 5, 2009

Mr. Christopher L. Kind II
PO Box 980351
Ypsilanti, MI 48198

Re: 1854 Cadillac Street, Ypsilanti Twp

Mr. Kind,

Please be advised, the Office of Community Standards is in receipt of complaints regarding the condition of your property located at 1854 Cadillac Street, Ypsilanti Township.

Specifically, as is illustrated from the attached photographs, your property is littered with a number of dumpsters, commercial trucks, a dilapidated mobile classroom, a dilapidated mobile home amongst other recreational items in various states of disrepair.

The property in question is currently zoned I-2, general industrial. The I-2 zoning district does allow for the storage of contractor materials and such by a matter of right. Unfortunately, the property in question has not received site plan approval for such a use, nor is the appropriate screening and/or other necessary site improvements in place necessary for such a use per Township Ordinance.

With that said, all materials currently stored outside at this location must be removed within 10-days of this notice. Failure to do so will result in the issuance of a municipal civil infraction.

If you should have any questions related to this notice, please do not hesitate to contact me at the number listed above.

Sincerely,

Joseph Lawson
Planning and Development Coordinator

Cc: File
Brenda Stumbo, Supervisor

1854 Cadillac Street - NOV

September 21, 2009

Karen Lovejoy Roe, Clerk
Larry Doe, Treasurer
Mike Radzik, OCS Director
Ron Fulton, Building Director
Mark Giffin, Ordinance Officer
Denny McLain, Twp Attorney

1854 Cadillac Street - NOV

September 21, 2009



1854 Cadillac Street - NOV

September 21, 2009



1854 Cadillac Street - NOV

September 21, 2009



1854 Cadillac Street - NOV

September 21, 2009



Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
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Building Department

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www.ytown.org

Memorandum

To: Karen Lovejoy Roe, Township Clerk

From: Ron Fulton, Building Director

Date: April 14, 2010

Subject: Request for Legal Authorization

Property: 1450 Blossom
Michael and Cheryl Carmony
K-11-01-235-021

The Office of Community Standards is working to abate the blight at the above property. This property has been reported as vacant by neighbors, was found to be unsecure and is in a deplorable condition. The Office of Community Standards would respectfully request that the Board consider authorization to sue the owner in Circuit Court in order to effectuate a clean-up.

Please place this item on the next available Board agenda under "Attorney Report" for consideration. Thank you.

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
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**Office of Community
Standards**

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

Office of Community Standards NOTICE OF VIOLATION

Date: April 13, 2010

To: Michael & Cheryl Carmony

Please be advised that on your property located at 1450 Blossom Avenue in The Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, was inspected by Bill Elling, (belling@ytown.org) on April 13, 2010. The inspection of that address indicates that the following conditions exist:

2006 International Property Maintenance Code Section 304.2 Protective treatment.

All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight.

The structure, located at this address, in the opinion of the code official, has been found to be non-habitable and as such is classified as blight and shall be abated.

Charter Township of Ypsilanti Code of Ordinances

ARTICLE II. BLIGHT

Sec. 26-26. Purpose of article.

It is the purpose of this article to prevent, reduce or eliminate blight or potential blight in the township by the prevention or elimination of certain environmental causes of blight or blighting factors which exist or which may in the future exist in the township.

(Code 1975, § 13-32)

Sec. 26-27. Enforcement of article.

This article shall be enforced by the community development director of the township, any police officer of the county or state, any constable or police officer of the township or such other persons as shall be so designated by the township board.

(Code 1975, § 13-33)

Sec. 26-28. Causes of blight or blighting factors enumerated.

It is hereby determined that the following uses, structures and activities are causes of blight or blighting factors which, if allowed to exist, will tend to result in blight and undesirable neighborhoods:

(3) The existence of any structure or part of such structure which, because of fire, wind or other natural disaster or physical deterioration, is no longer habitable as a dwelling, nor useful for any other purpose for which it may have been intended or lawfully used.

(4) The existence of any vacant dwelling, garage or other accessory building, unless the same is securely locked, with windows intact or neatly boarded up, and otherwise protected to prevent entrance thereto by unauthorized persons.

(5) The existence of any partially completed structure, unless such structure is in the course of construction in accordance with a valid and subsisting building permit issued by the township and unless such construction is completed within the time specified by existing ordinances.

(Code 1975, § 13-34)

International Property Maintenance Code 2006

PM-104.2 Rule-making authority:

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

PM-104.4 Right of entry:

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

PM-104.5 Identification:

The code official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

PM-106.1 Unlawful acts.

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

PM-106.2 Penalty:

Any person, firm, or corporation who shall violate a provision of this Code, shall be responsible for a municipal civil infraction, as provided in chapter 40, article II of this Code, and shall be subject to a fine as follows:

- (A) The fine for any first violation shall be \$100.00;
- (B) The fine for any violation which the violator has, within the past two years, been found in violation of once before, shall be \$250.00;
- (C) The fine for any violation which the violator has, within the past two years, been found in violation of twice before, shall be \$500.00. Each day a separate municipal civil infraction. A separate municipal civil infraction shall be deemed committed upon each day during or when a violation occurs or continues.

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

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

PM-107.2 Form:

Such notice prescribed in Section PM-107.1 shall:

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

PM-107.3 Method of service:

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

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

PM-107.5 Transfer of ownership:

It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully

accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

PM-108.1 General:

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

PM-108.1.1 Unsafe structure:

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

PM-108.1.3 Structure unfit for human occupancy:

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

PM-108.3 Notice:

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

PM-108.4 Placarding:

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

PM-108.4.1 Placard removal:

The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

PM-108.5 Prohibited occupancy:

Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy a

placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.

PM-109.6 Hearing:

Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

PM-110.1 General:

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

PM-110.3 Failure to comply:

If the owner of a premises fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be razed and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such razing and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

PM-301.2 Responsibility:

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

PM-302.1 Sanitation:

All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

PM-302.7 Accessory structures:

All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

PM-302.7.2 Swimming pools:

Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

PM-303.1 General:

The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

PM-303.2 Protective Treatment:

All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

PM-304.9 Overhang extensions:

All canopies, marquees, signs, metal awnings, fire escapes, standpipes, exhaust ducts and similar overhang extensions shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

PM-303.6 Exterior walls:

All exterior walls shall be free from holes, breaks, loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

PM-303.7 Roofs and drainage:

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

PM-303.15 Doors:

All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units, rooming units and guestrooms shall tightly secure the door. Locks on means of egress doors shall be in accordance with section 702.3.

PM-304.1 General:

The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which such occupant occupies or controls in a clean and sanitary condition.

Every owner of a structure containing a rooming house, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

PM-305.1 Accumulation of rubbish or garbage:

All exterior property and premises, and the interior of every structure shall be free from any accumulation of rubbish or garbage.

PM-305.2 Disposal of rubbish:

Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

PM-306.2 Owner:

The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure.

PM-504.3 Plumbing system hazards.

Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage improper installation, deterioration or damage or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

PM 504.1 General.

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

PM 504.3 Plumbing system hazards.

Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate venting, cross connection, backsiphonage, improper installation, deterioration or damage or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

PM - 305.6 Interior doors.

Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

Sec. 66-31. Grass and weeds.

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

PM-604.3 Electrical system hazards

Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

PM-704.1 General.

All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the INTERNATIONAL FIRE CODE.

PM-704.2 Smoke Alarms.

Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and in dwellings not regulated in Group R occupancies, regardless of occupant load at all the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
 2. In each room used for sleeping purposes.
 3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics.. In dwelling units or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
- Single or multiple-station smoke alarms shall be installed in other groups in accordance with INTERNATIONAL FIRE CODE.



ADDRESS VERIFICATION































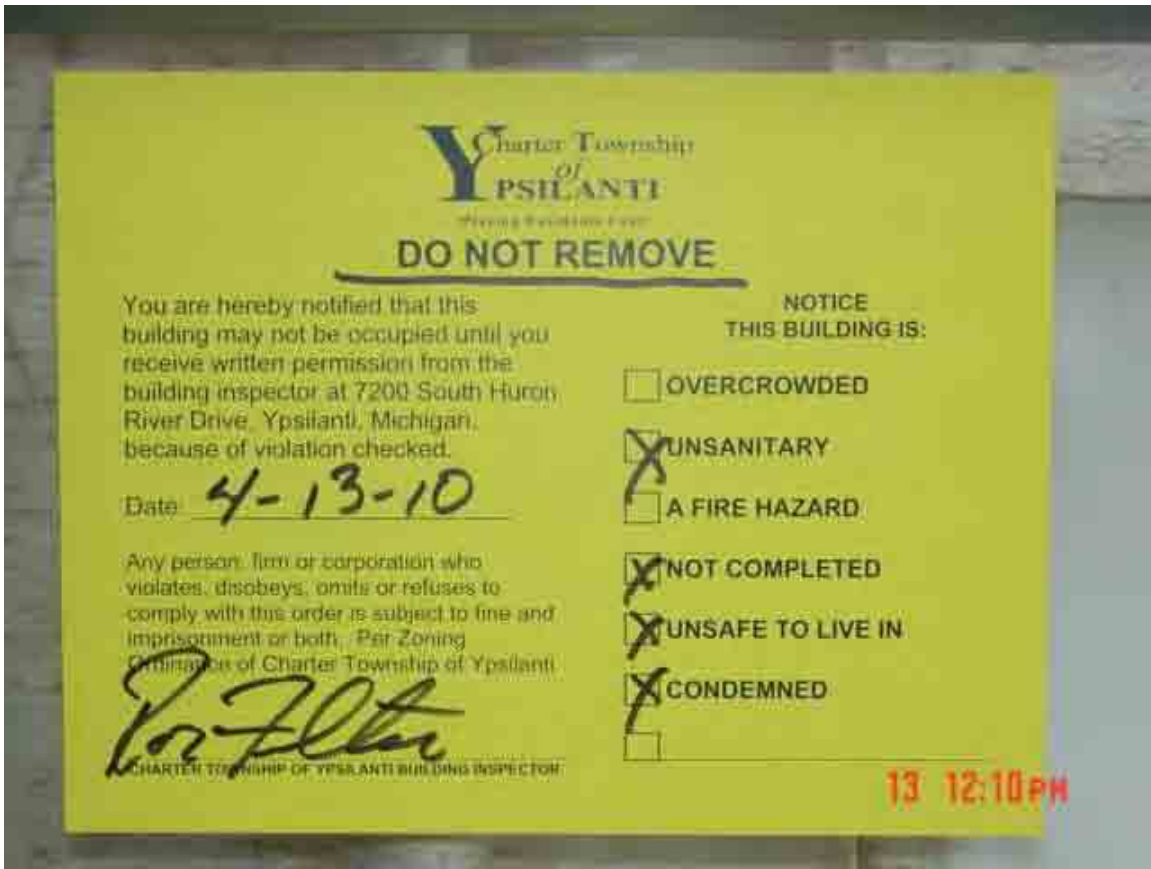












The structure at the above address is hereby ordered repaired or demolished. A permit for repair or demolition shall be secured within 30 days from today's date and the structure removed within 60 days from today's date or repairs to commence immediately and be completed within the time frame specified on the building permit. If a permit is not acquired within the specified time frame, legal action will ensue.

The certificate of occupancy on this structure is hereby revoked. You have the right to appeal this notice of violation. If you choose to appeal, contact The Office of Community Standards at 734-485-3943 and request an application for The Construction Board of Appeals. (Fee for appeal application is \$100).

Supervisor
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KAREN LOVEJOY ROE
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Building Department

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Phone: (734) 485-3943
Fax: (734) 484-5151
www.ytown.org

Memorandum

To: Karen Lovejoy Roe, Township Clerk

From: Ron Fulton, Building Director

Date: April 9, 2010

Subject: Request for Legal Authorization

Property: K-11-21-404-006

The Office of Community Standards is working to abate the blight at the junk yard on Daytona. This property has no license to operate, is assessed as vacant land and is in deplorable condition. The Office of Community Standards will make every effort to abate this situation. In the event our normal processes fail, we would respectfully request that the Board consider authorization to sue the owner in Circuit Court in order to affect a clean-up.

Please place this item on the next available Board agenda under "Attorney Report" for consideration. Thank you

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

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

DENNIS O. McLAIN
WM. DOUGLAS WINTERS
ANGELA B. KING

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

April 9, 2010

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

Re: Request for Circuit Court Authorization to Abate Public Nuisance Regarding the Operation of an Illegal Junk Yard Located on Daytona Ave. (Parcel No. K-11-21-404-006) by C. O. Wit Group LLC

Dear Board Members:

As I am sure your respective files reflect I previously requested in correspondence dated **April 1, 2010** addressed to OCS Director Mike Radzik, Building Director Ron Fulton and Planning Coordinator Joe Lawson that their respective offices obtain “... **photographs that clearly delineate the number of structures that are being utilized by C. O. Wit Group LLC, the number of cars (whether dismantled in part or not), car parts strewn about on the property, blight in general, etc.**” for the property located on Daytona Ave. On that same date I also requested that Cislo Title Co. perform a title search of the subject property. As you may recollect, according to the State of Michigan’s website, Charles Cooley is listed as the registered agent of the LLC, whose office address is 420 Ainsworth Ct., Ypsilanti, MI 48197.

Subsequent thereto I received on **April 7, 2010** email correspondence from Building Director Fulton wherein he attached a number of photographs that “...**graphically depict the abject conditions of this blighted property,**” a copy of said email and photographs being enclosed. As stated in previous letters, it is simply unacceptable for anyone to operate an illegal junk yard within the boundaries of this Township, much less within throwing distance of the Township Civic Center.

Township Board
Re: Daytona Junk Yard
April 9, 2010
Page 2

In discussing this matter with OCS Director Radzik and Building Director Fulton, it is my understanding additional photographs, along with a memorandum, may be forthcoming that may also address environmental concerns given the proximity of this junkyard to underground aquifers which flow into Ford Lake. In any event, I would appreciate if Clerk Karen Lovejoy Roe would place this item on the agenda for consideration by the Township Board at its regular meeting scheduled for Tuesday, **April 20, 2010**.

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

Very truly yours,

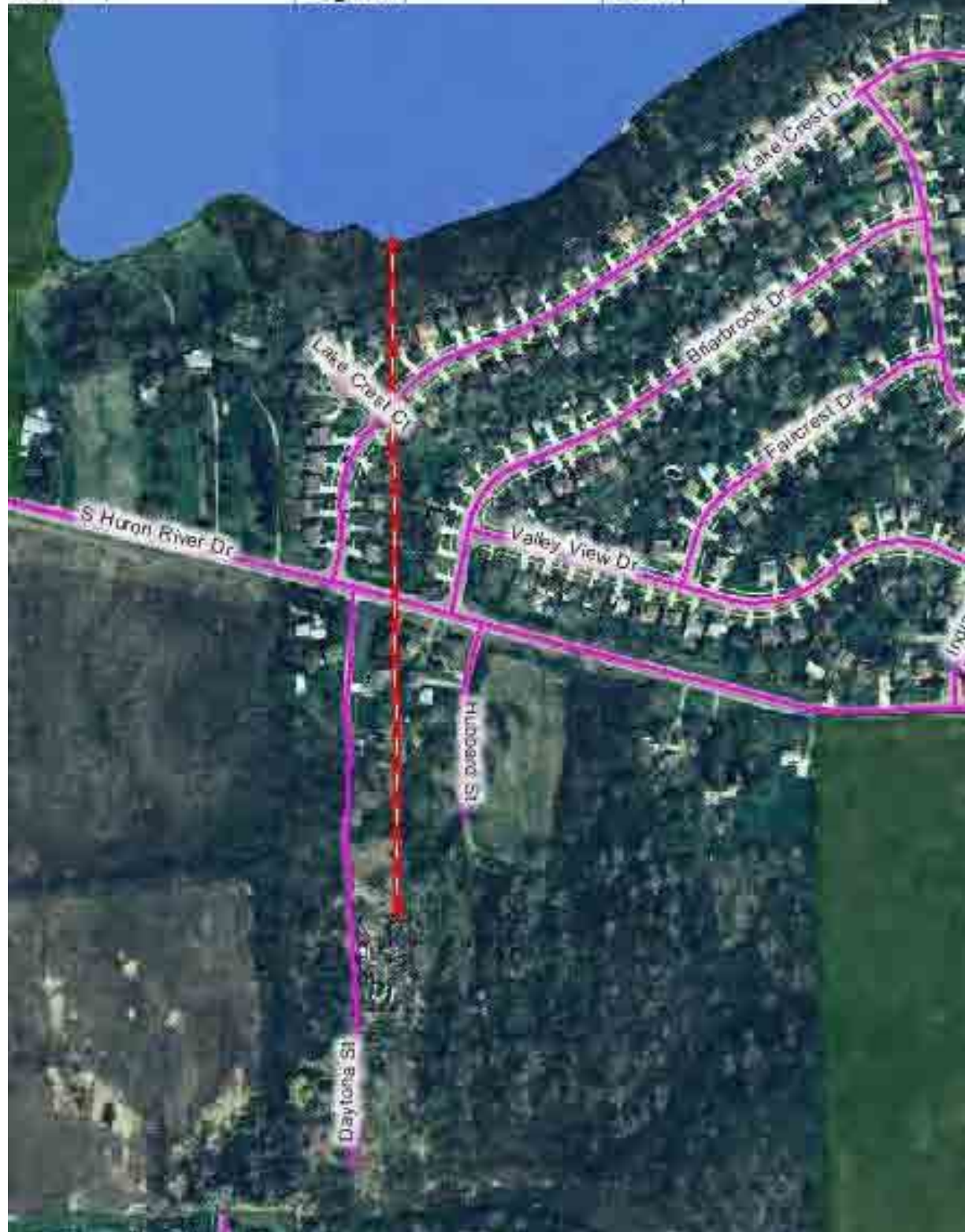
A handwritten signature in blue ink that reads "Wm. Douglas Winters".

Wm. Douglas Winters

rsk
enclosure

cc: Trustees
Mike Radzik
Ron Fulton
Joe Lawson
Bill Elling
Dennis O. McLain

.Ft.: 0 SqFt Segment: 0 Feet Totals: 1684.66 Feet



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



Office of Community Standards

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

****NOTICE OF VIOLATION****

April 12, 2010

Charles Cooley
C.O. Wit Group LLC
992 Desoto Avenue
Ypsilanti, MI 48198

Re: Daytona Property – Parcel K-11-21-404-006

Mr. Cooley,

Please be advised that it has come to the attention of this department that your parcel located on Daytona Avenue and also known as parcel K-11-21-404-006 is currently being utilized as an unlicensed junk yard.

Please be further advised that the aforementioned property is currently zoned R-4, single family residential and the use of the property as a junk yard is not a permitted use and must cease immediately.

Not only is the operation of a junk yard a violation of the current zoning code, the condition of the property is also a violation of the Township's blight and property maintenance codes, as is illustrated in the attached photographs. There are additional concerns related to the potential for environmental contamination due to the described land use. Further environmental evaluation and involvement of the Michigan Department Natural Resources and Environment may also be required.

With that said, due to the severity of the violations noted, this issue has been placed on the April 20, 2010 Township Board of Trustees agenda for further discussion with township staff and legal counsel. It is further requested that prior to the April 20th meeting, contact be made with this office to arrange a more detailed inspection of the property.

If you should have any questions related to this notice or wish to schedule a time to meet, please do not hesitate to contact me at 734-485-3943.

Daytona Parcel – NOV
April 12, 2010

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph Lawson", with a long horizontal flourish extending to the right.

Joseph Lawson
Planning and Development Coordinator

Cc File
Brenda Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry Doe, Treasurer
Mike Radzik, OCS Director
Ron Fulton, Building Director
Doug Winters, Twp Attorney
Denny McLain, Twp Attorney

Daytona Parcel – NOV
April 12, 2010





Daytona Parcel – NOV
April 12, 2010



Daytona Parcel – NOV
April 12, 2010



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



Clerk's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156
www.twp.ypsilanti.mi.us

MEMORANDUM

To: Township Board

From: *KL* Brenda L. Stumbo, Supervisor *DS*
KL Karen Lovejoy Roe, Clerk *KL*
Larry J. Doe, Treasurer *KL*

Date: April 12, 2010

Subject: Agenda Items for April 20, 2010

The following items have been placed on the April 20, 2010, Regular Board Meeting Agenda for consideration by the Board:

1. Request to allow the three full-time officials, upon the recommendation of the Office Of Community Standards, to authorize legal action in Washtenaw County Circuit Court to abate public nuisances which present an immediate health, safety or welfare danger
2. Request to allow three full-time officials to authorize proceeding with the Request for Proposals (RFP) on demolition of properties that qualify for Neighborhood Stabilization Project (NSP) Funds which must follow specific HUD and County bidding process

On 3/30/2010 at 2:56 PM, in message
Eric Richard Sweeney
<esweeney@umich.edu> wrote:

Hi Karen, it looks like we'd probably try to complete assessments on four Ypsilanti areas on four separate days throughout late June and early July. Here's what I'd propose scheduling, if it works for you:

The property at Bemis and Hitchingham (parcels K-11-32-300-001, K-11-32-400-001, K-11-32-400-002) on Wed. June 30th at 9am.

The property near Huron River Dr. and Whitaker (parcels K-11-21-100-002, K-11-21-200-001) on Sat. July 3rd at 12pm.

The property at Clark and Ridge (parcel K-11-01-226-001) on Wed. July 7th at 4pm.

The property between Ellis and Huron (parcels K-11-37-360-800 and K-11-38-280-013) on Sat. July 10th at 12pm.

Thanks a lot for your help. Just let me know if these properties/dates/times work, and I'll go ahead and add them to our schedule.

Thanks,
Eric

Quoting Karen Lovejoy Roe <klovejoyroe@ytown.org>:

Hello Eric,
When are you planning to do the assessments? Karen

On 3/29/2010 at 3:56 PM, in message
Eric Richard Sweeney
<esweeney@umich.edu> wrote:

Hi Karen,
We are interested in carrying out ecological assessments on five parcels owned by Ypsilanti township: K-11-37-360-800, K-11-38-280-013, K-11-01-226-001, K-11-21-100-002, K-11-21-200-001.

The bioserve project is focused on producing ecological assessments of remaining natural areas within the Huron River Watershed. This work will help improve our understanding of our remaining ecological assets with the goal that this information might help guide land-use decisionmaking in the area.

More information on the project can be found at:
<http://www.hrwc.org/our-work/bioserve/bioserve-project-assessing-and-protecting-natural-areas/>

Thanks,
Eric Sweeney
HRWC Bioserve Project Associate

Project Details

The Huron is the cleanest urban river in Michigan. This is mostly due to the substantial natural areas that remain throughout the watershed – about 44% of it is still forest, wetland, and fields.

How do natural areas help the river?

Forests, prairies, wetlands and other natural areas are beautiful and important places on their own. They also play a critical role in keeping the Huron River clean.



Natural areas provide habitat for many animals and plants, like this leopard frog

- Natural areas store and absorb rainwater and melting snow. Plants soak up and filter this water before it flows into the river.
- Rain and snow in natural areas also soaks into the groundwater, where it eventually flows back into the river in the form of springs and seeps. Along the way, that water gets filtered by the soil and cools, so it is healthier for river animals. And the steady flow of spring-water keeps the river flowing even when there's not much rain.
- Wetlands and low-lying natural areas absorb excess water, preventing flooding downstream.
- Natural areas provide homes for trees and plants, habitat for wildlife, and of course offer people places to relax, play, and enjoy nature.

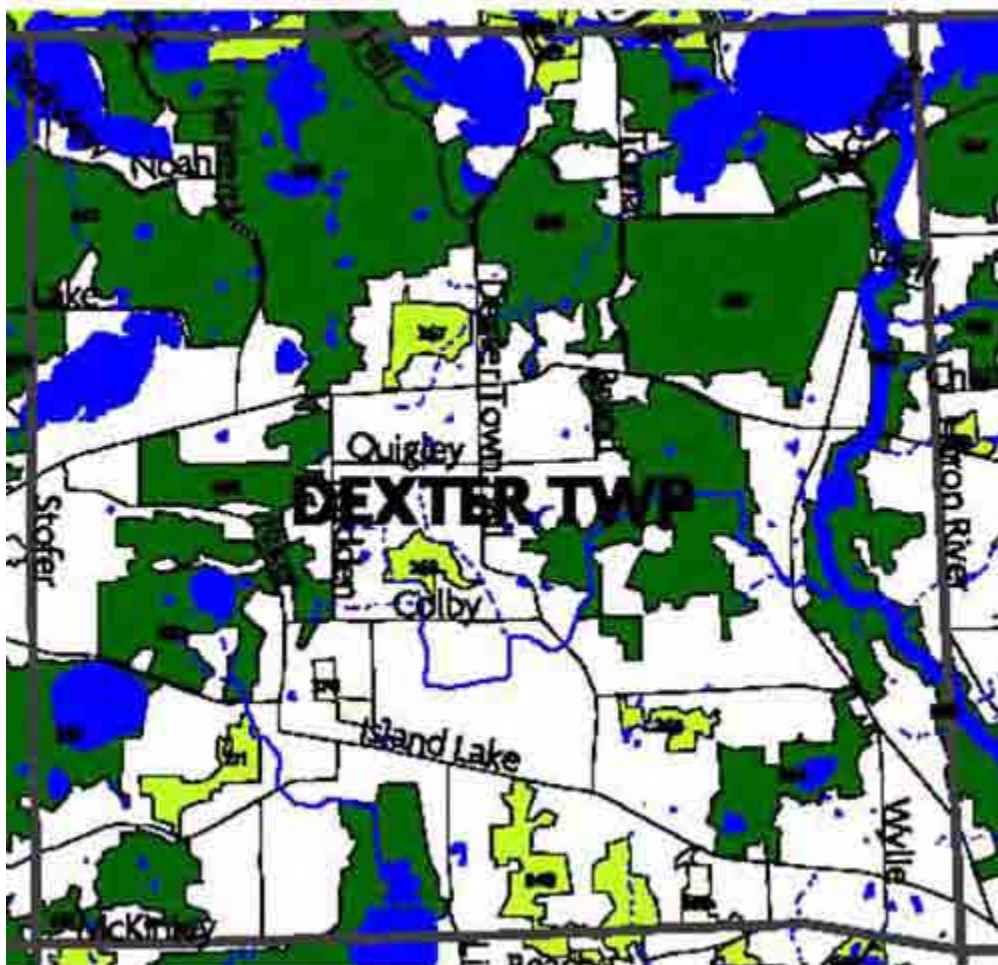
But natural areas are disappearing—paved over for shopping malls and subdivisions. *One of the biggest threats to the Huron River is the loss of natural areas.*

MAP OF NATURAL AREAS IN HURON RIVER WATERSHED

In order to provide local communities, land conservancies, and other interested organizations with information about the location and value of our remaining natural areas, HRWC has completed a “Bioreserve Map” that ranks the areas based on the ecological services they provide. HRWC used aerial photographs taken over Oakland, Livingston, Wayne, Washtenaw, and Monroe counties to create the map. We drew boundaries around areas on the photographs that appeared to be woodland, wetland, or open field and mapped nearly 1,700 sites, for a total of 237,000 acres (out of about a million acres of total land) in the watershed. Once the map of the areas was complete, staff worked with faculty and students at the University of Michigan School of Natural Resources and Environment to develop a computerized model to rank them.

The ranking criteria include:

- Size
- Whether wetlands are on the site
- Whether rivers or lakes are on the site
- The potential for the site to contain groundwater recharge areas
- The potential for the site to harbor a high diversity of ecosystems (determined indirectly by measuring diversity of the site's geology and topography)
- The potential presence of high value remnant ecosystems such as lakeplain prairie



Remaining natural areas in Dexter Township

Funding to preserve natural areas is limited. The map provides one tool for prioritizing funding to preserve the best natural areas first, before encroaching development engulfs them forever. Programs like the City of Ann Arbor's Greenbelt millage, where communities are attempting to save the best natural areas through purchase of development rights or outright acquisition, will find the map useful. Other communities have used a similar map that Livingston County Planning Department staff adapted from the HRWC map to enact ordinances to require a permit before development in the areas occurs.



Kingfishers live and hunt along the Huron and its tributaries

Download the [Bioreserve Map](#). With Adobe Acrobat, you can zoom in to see the detail in your area of interest by using the magnifying glass icon on your Acrobat toolbar. } If you are interested in the map and are not able to download it, please contact Kris at 734/769-5123 x607 or kolsson@hrwc.org.

The Table of Scores and Rankings lists all the Bioreserve Sites, their total score and scores for each ecological criteria, and how they reanked overall and for each ecological criteria.

[Table of Scores and Rankings, xls file](#), 656kb

[Table of Scores, pdf](#) 259kb

[Table of Rankings, pdf](#) 187kb

[Bioreserve scores explained, 2007](#) 59kb, explains how HRWC created the scores and rankings.

RAPID ECOLOGICAL ASSESSMENT OF NATURAL AREAS

To allow us to obtain more information about these sites and to further identify those of the highest quality, we created the rapid ecological assessment method. The first phase of this method is a roadside survey, where volunteers visit a site and answer general questions about the potential ecological quality of the site just from what they can see from the road. Results from the roadside survey will help us determine which sites we should target for the more involved field assessment.

The second phase is an on-the-ground field assessment of a natural area. HRWC adapted the method from assessments performed by professional ecologists at the Michigan Natural Features Inventory (MNFI), making it general enough that volunteers with a half-day of training and a field guidebook will be able to complete, but detailed enough to glean meaningful information about the ecological quality of the site. Volunteer teams walk the site and fill out separate forms for wetlands, forests, grasslands, and creeks. The forms include questions about the kinds of plants growing on the site as well as vegetation structure (e.g. tree size distribution, percent cover of native vs. invasive plants), soils, and signs of human disturbance. The information from the forms is then inputted into a database, which computes scores for ecological integrity and levels of human disturbance for each site.

HRWC has just completed Field Season II. Over the course of Field Seasons I and II, 77 volunteers performed nearly 300 field assessments through woods, swamps, and fields on more

than 100 different properties throughout the watershed. Our next training session will be in the Spring of 2010.

Results from the field assessments are shared with property owners, land conservancies, and local communities to aid in planning and preservation efforts.

NEXT STEPS IN THE BIORESERVE PROJECT

In the next year, we plan to

1. Provide reports to all natural area property owners about the ecological values of their property, along with contacts for their area conservancies and other agencies that can help them manage their natural area.
2. Continue to recruit and lead volunteers in performing assessments on natural areas;
3. Collect, analyze, and report on the information gathered; and
4. Work with conservancies, parks and land use planning officials to develop strategies to protect these natural areas.

Help Us Assess and Protect Natural Areas

Learn about field ecology, get outside, and help us assess and protect the natural areas of the watershed.

- Join in our **roadside survey** of the 1,700 natural areas in the watershed, this winter. Roadside survey volunteers drive to bioreserve sites and complete a short form that asks very general questions about the site. The purpose of the survey is to screen out sites that program staff can easily tell are not worth taking the time to perform the field assessment on. This survey will take place throughout next winter (2009-10). Contact Kris at 734/769-5123 x607 or kolsson@hrwc.org if you are interested. Also check out the [roadside survey volunteer web site](#), which includes all the instructions and forms you will need to participate.
- Next spring and summer (2010) join volunteer teams to perform **field assessments** on the bioreserve sites. Our 3rd Field Season will begin in May of 2010 and continue through September 2010. Contact Kris at 734/769-5123 x607 or kolsson@hrwc.org to find out more and get on the list for the next training session. Also check out the field assessment volunteer web site at [[link](#) to be created], which includes all the instructions and forms you will need to participate.

Plant ID experts needed!

If you are experienced in plant identification, we especially need your help! Every team will need at least one “expert” (someone who has some experience with identifying plants). If you have had a plant identification class, or have become familiar with wildflowers, grasses, and trees over time spent hiking this beautiful watershed, we’d love your help!

LANDOWNERS: Learn About Your Natural Area Property

Take a look at the Bioreserve Map. Are portions of your property on the map? Do you think they should be? HRWC would be delighted to help you find out more about the natural areas on your

property. This information can help you make decisions about maintaining your land, including developing options that could provide tax incentives for conserving high quality areas. An assessment will give you a base knowledge about what natural features exist and the benefit they may provide.

Please contact Kris if you are interested in learning more about your property

COMMUNITIES AND CONSERVANCIES: Partner with HRWC

HRWC is seeking partnerships with local governments, conservancies, and parks departments to actively pursue strategies to permanently protect high quality natural areas. HRWC will work with partners in recruiting volunteers to assess sites, holding training sessions, and developing ordinances and policies to protect natural areas.

Please contact Kris if your community or organization is interested in working with HRWC to protect natural areas.

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



**Residential Services
Department**


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

TO: Township Board

FROM: Jeff Allen, Residential Services Director

DATE: April 12, 2010

RE: Whittaker Road Bike Path Easement Agreements



For your review, attached are the proposed easements for the Whittaker Road Bike Path, in conjunction with the roundabout improvements with the Washtenaw County Road Commission. Also attached is the Bike Path Easement Value Estimate prepared by Dan Dzierbicki.

We are requesting the Board to approve purchasing the easements for the properties listed, at the April 20, 2010 Regular Meeting.

If you have any questions, please contact my office.

tk

Attachments

cc: Daniel Dzierbicki, Lead Appraiser
Joseph Lawson, Planning & Development Coordinator
Wm. Douglas Winters, Attorney
File

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

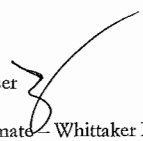
 Charter Township of
Ypsilanti
"Placing Residents First"

Assessor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 487-4927
Fax: (734) 484-5159
www.ytown.org

April 30, 2009

TO: Brenda Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry Doe, Treasurer

FROM: Daniel Dzierbicki, Lead Appraiser 

SUBJECT: Bike Path Easement Value Estimate - Whittaker Road

I have reviewed the current land value estimate for the three-(3) properties involved with the Road Improvement Project at Whittaker Road and Stony Creek intersection and have developed an offering price/estimate for the proposed bike path easement along the front of each parcel.

It is my understanding that this is not a right-of-way taking whereby the property owners relinquish ownership of the land, but rather they are being offered a one-time compensatory amount for the public use of the easement area. They will not have to relinquish ownership of that land area but acknowledge to the public and any future owners of the real estate in which the easement is located that the easement is for this specific purpose.

The following estimates is considered the **maximum or upper limit** of compensation for the easement area.

K-11-21-200-023

5459 Whittaker Road - Darcus Sizemore

Easement area: $142' \times 27' = 3,834$ sq. ft. Easement Area

Based upon Existing Land Value = **\$2,200 Rounded**

K-11-21-200-024

5487 Whittaker Road - Darcus Sizemore

Easement area: $143' \times 27' = 3,861$ sq. ft. Easement Area

Based upon Existing Land Value = **\$2,200 Rounded**

K-11-24-300-003

5517 Whittaker Road - Larry Evans

Easement area: $200' \times 27' = 5,400$ sq. ft. Easement Area

Based upon Existing Land Value = **\$3,100 Rounded**

As with any negotiations, a minimum amount can be established and progress onward from there. Should the property owners seek a higher compensatory amount for the easement area, it is recommended that the property owner seek a professional appraisal at their own cost to substantiate their basis for any monetary amount above the estimated maximum.

Each parcel has sufficient land area whereby the easement would not hinder any future potential redevelopment of the property. Considering that each parcel is located within the Town Center District area, any future planned development or re-development would be considered under the Town Center zoning ordinance.

It must be remembered that this easement area is not a taking or relinquishment of land ownership but rather allowance of the public across the land area contained within the easement.

Easement: An interest in real property that transfers use, but not ownership, of a portion of an owner's property. Access or right-of-way easements may be acquired by private parties or public utilities.

Right-of-Way: The right to pass over the land of another in some particular path; usually an easement over the land of another; a strip of land used in this way for railroad and highway purposes, for pipelines or pole lines, and for private or public passage.

* The Appraisal of Real Estate, 12th Edition, Appraisal Institute

NON-MOTORIZED PATH EASEMENT

KNOWN ALL MEN BY THESE PRESENT, that Rolland Sizemore and Darcus M. Sizemore, a husband and wife, whose address is, 5459 Whitaker Road, Ypsilanti, MI 48197, the owner(s) of certain land in Section 21, Ypsilanti Township, Washtenaw County, do hereby grant and convey to the Ypsilanti Charter Township, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197, an easement for a non-motorized path purposes over the following property:

See ATTACHMENT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

This conveyance includes a release of any and all claims arising from or incidental to the construction of a non-motorized path, including the removal of such trees, shrubs vegetation, gravel, soil and other materials as the Washtenaw County Road Commission determines to be necessary in the construction and maintenance of said non-motorized path.

For and in consideration of Four Thousand Four Hundred and 00/100 (\$4,400.00) Dollars:

Dated this 23 day of March, 2010

GRANTOR(S):

GRANTOR(S):

Rolland Sizemore
Rolland Sizemore
Darcus M. Sizemore
Darcus M. Sizemore

STATE OF MICHIGAN)
)SS.
COUNTY OF WASHTENAW)

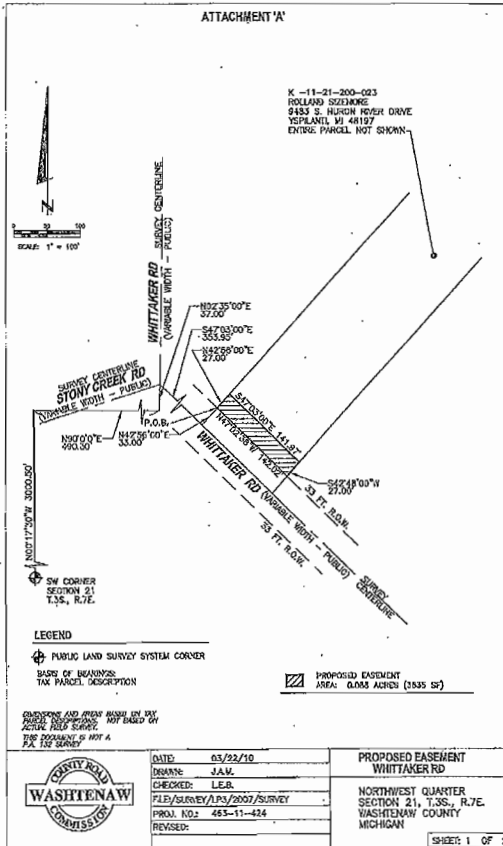
This foregoing instrument was signed before me this 23 day of March, 2010, by Rolland Sizemore and Darcus M. Sizemore as his/her free act and deed.

Nancy K. Wyrzykowski
Notary Public,
Washtenaw County, MI
My Commission expires 07-04-2011

Property Tax # K-11-21-200-023 & K-11-21-200-024

Prepared by and when recorded return to:
Lori E. Beyer, P.S.
Washtenaw County Road Commission
555 N. Zeeb Road
Ann Arbor, MI 48103

NANCY K. WYRZYKOWSKI
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires July 4, 2011
Acting in the County of Washtenaw



ATTACHMENT 'A'

LEGAL DESCRIPTION - PROPOSED EASEMENT

A RIGHT OF WAY LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE NORTH 00°17'30" WEST 3000.50 FEET; THENCE NORTH 90°00'00" EAST 490.30 FEET; THENCE NORTH 00°33'00" EAST 37.00 FEET TO THE SURVEY CENTERLINE INTERSECTION OF STONY CREEK ROAD AND WHITTAKER ROAD; THENCE ALONG THE SURVEY CENTERLINE OF WHITTAKER ROAD, SOUTH 47°03'00" EAST 353.85 FEET; THENCE NORTH 42°58'00" EAST 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 42°58'00" EAST 27.00 FEET; THENCE SOUTH 47°03'00" EAST 141.97 FEET; THENCE SOUTH 42°49'00" WEST 27.00 FEET; THENCE NORTH 47°02'38" WEST 142.02 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINING 3855 SQUARE FEET (0.088 ACRES) OF LAND, MORE OR LESS. ALSO BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

ENCLOSURE AND INDEX ISSUED ON THIS
 PUBLIC RECORDING. NOT ENDED ON
 REVERSE SIDE SHEET.

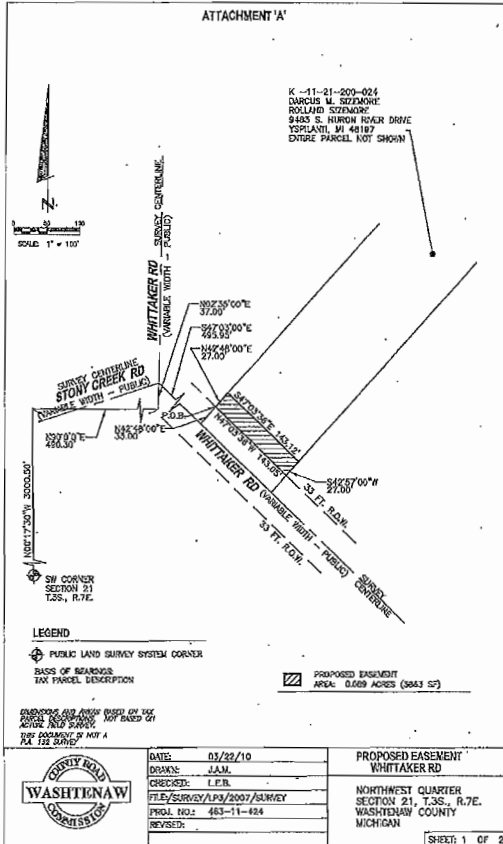
THIS DOCUMENT IS PART A
 OF A 152 SHEET



DATE:	03/22/10
OWNER:	J.A.M.
CHECKED:	L.E.R.
FILE/SURVEY/PLS/2007/SURVEY	
PROJ. NO.:	483-11-424
REVISED:	

PROPOSED EASEMENT
 WHITTAKER RD

NORTHWEST QUARTER
 SECTION 21, T.3S., R.7E.
 WASHTENAW COUNTY
 MICHIGAN



DATE: 03/22/10
DESIGN: J.A.M.
CHECKED: L.P.H.
FILED/SUBMITTED: 4/23/2007/SURVEY
PROJ. NO.: 483-11-424
REVISED:

PROPOSED EASEMENT WHITTAKER RD
NORTHWEST QUARTER SECTION 21, T.3S., R.7E. WASHTENAW COUNTY MICHIGAN

SHEET: 1 OF 2


ATTACHMENT 'A'

LEGAL DESCRIPTION - PROPOSED EASEMENT

A RIGHT OF WAY LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE NORTH 00°17'38" WEST 2000.00 FEET; THENCE NORTH 00°00'00" EAST 400.00 FEET; THENCE NORTH 02°33'00" EAST 37.00 FEET TO THE SURVEY CENTERLINE INTERSECTION OF STONY CREEK ROAD AND WHITTAKER ROAD; THENCE ALONG THE SURVEY CENTERLINE OF WHITTAKER ROAD, SOUTH 47°03'00" EAST 485.85 FEET; THENCE NORTH 42°48'00" EAST 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 42°48'00" EAST 27.00 FEET; THENCE SOUTH 47°03'26" EAST 143.12 FEET; THENCE SOUTH 42°07'00" WEST 27.00 FEET; THENCE NORTH 47°03'36" WEST 143.05 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS 3883 SQUARE FEET (0.889 ACRES) OF LAND, MORE OR LESS. ALSO BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

DRAWINGS AND AREA BASED ON THE
 SURVEY CONDUCTED FOR CHARTER OF
 YPSILANTI TOWNSHIP
 THIS DOCUMENT IS NOT A
 PART OF THE SURVEY

	DATE: 03/22/10	PROPOSED EASEMENT WHITTAKER RD
	DRAWN: J.A.M.	
	CHECKED: L.E.H.	NORTHWEST QUARTER SECTION 21, T3S., R7E, WASHTENAW COUNTY MICHIGAN
	FILE/SURVEY/P3/2007/SURVEY	
	PROJ. NO.: 463-11-424	
	REVISED:	
		SHEET: 2 OF 2



WHITTAKER ROAD NON-MOTORIZED PATH PROJECT

PROJECT
SHEET TITLE
NON-MOTORIZED PATH PLAN VIEW
STA. 296+50 R TO STA. 303+00 R

SECTION 21

TOWN 3 SOUTH, RANGE 7 EAST

YPSILANTI TOWNSHIP

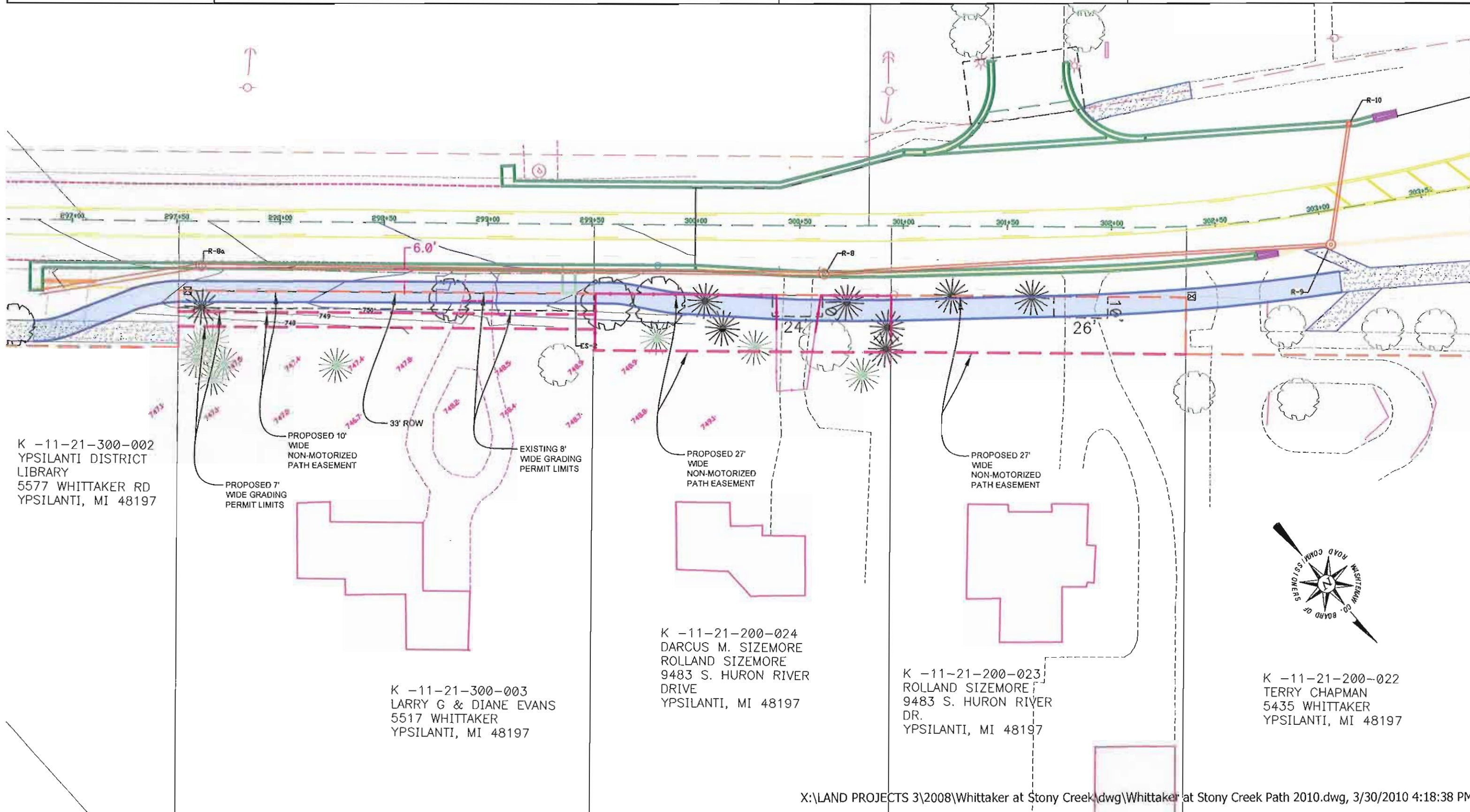
WASHTENAW COUNTY, MICHIGAN

WASHTENAW COUNTY ROAD COMMISSION

555 NORTH ZEEB ROAD
ANN ARBOR, MICHIGAN

PHONE: (734) 761-1500
FAX: (734) 761-3239

WEB: www.wcroads.org



K -11-21-300-002
YPSILANTI DISTRICT
LIBRARY
5577 WHITTAKER RD
YPSILANTI, MI 48197

PROPOSED 7'
WIDE GRADING
PERMIT LIMITS

PROPOSED 10'
WIDE
NON-MOTORIZED
PATH EASEMENT

K -11-21-300-003
LARRY G & DIANE EVANS
5517 WHITTAKER
YPSILANTI, MI 48197

EXISTING 8'
WIDE GRADING
PERMIT LIMITS

K -11-21-200-024
DARCUS M. SIZEMORE
ROLLAND SIZEMORE
9483 S. HURON RIVER
DRIVE
YPSILANTI, MI 48197

PROPOSED 27'
WIDE
NON-MOTORIZED
PATH EASEMENT

K -11-21-200-023
ROLLAND SIZEMORE
9483 S. HURON RIVER
DR.
YPSILANTI, MI 48197

PROPOSED 27'
WIDE
NON-MOTORIZED
PATH EASEMENT

K -11-21-200-022
TERRY CHAPMAN
5435 WHITTAKER
YPSILANTI, MI 48197





Office (734) 544-4225
Fire Chief (734) 544-4110
Fire Marshal (734) 544-4107
Fax (734) 544-4195

FIRE DEPARTMENT
222 SOUTH FORD BOULEVARD
YPSILANTI, MICHIGAN 48198-6067

To: Brenda Stumbo, Supervisor
Charter Township of Ypsilanti Board of Trustees

From: Eric Copeland, Fire Chief *EJC*

Date: April 12, 2010

Re: REQUEST TO ADOPT SEARCH & RESCUE EMERGENCY RESPONSE VEHICLE
INTERLOCAL AGREEMENT

This is a request to adopt by Board resolution, the Search and Rescue Emergency Response Vehicle Inter-local Agreement between Oakland County, a Constitutional and Municipal Corporation promulgating the Michigan Task Force 1 (MI-TF1) of the Southeastern Michigan Urban Search and Rescue Team. By signing this agreement Ypsilanti Township Fire Department members that participate with Michigan Task Force 1, are afforded the rights and duties regarding the use and operation of the Search and Rescue Emergency Response Vehicles acquired and owned by the (Oakland) County.

The Ypsilanti Township Fire Department in conjunction with Western Wayne Mutual Aid Association Fire Departments as participating agencies designates a minimum of two (2) firefighters in support to the Southeastern Michigan Urban Search and Rescue Team.

Please find attached a copy of the Search and Rescue Emergency Response Vehicle Inter-local Agreement for your review.

If you have any questions or concerns, please feel free to contact me at (734) 368-6769.

Eric Copeland
Fire Chief

SEARCH AND RESCUE EMERGENCY RESPONSE VEHICLE INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement"), is entered into between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 43421 ("County") and Charter Township of Ypsilanti ("Participating Agency")

INTRODUCTION

WHEREAS, each Participating Agency has the power, privilege and authority to maintain and operate a fire department providing fire protection, fire suppression, emergency medical services, technical rescue, search and rescue response operations, hazardous incident response, and other emergency response services;

WHEREAS, Fire Services can further be improved by cooperation between political subdivisions during times of public emergency, conflagration or disaster ("Incidents");

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501 et seq., and the Emergency Management Act, MCL 30.401 et seq., permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common and which each might exercise separately;

WHEREAS, each Participating Agency continues to face threats to public safety ("Incidents");

WHEREAS, the resources of the Participating Agency might be strained or overwhelmed if forced to confront such Incidents in isolation and the Parties acknowledge the possibility that additional resources and equipment, beyond those of the Participating Agency facing the Incident, may be required to meet and mitigate the dangers to public safety and as such, has designated employees or volunteers that participate with Michigan Task Force 1 (MI-TF1);

WHEREAS, the County has acquired specialized Search and Rescue Emergency Response Vehicles and associated equipment to aid in responding to such Incidents;

WHEREAS, pursuant to the Michigan Constitution, the Urban Cooperation Act and the Emergency Management Act, the Parties enter into this Agreement to set forth the rights and duties regarding the use and operation of the Search and Rescue Emergency Response Vehicles acquired and owned by the County;

NOW THEREFORE, in consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

§1. DEFINITIONS. The following words and expressions used throughout this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read and interpreted as follows.

- 1.1. **Authorized Representative** means the chief executive or designee of a Participating Agency authorized in writing by that governmental unit to request, offer, or provide assistance under the terms of this Agreement.
- 1.2. **County** means Oakland County, a municipal and constitutional corporation, including, but not limited to, all of its departments, divisions, elected and appointed officials, employees, and agents.
- 1.3. **Search and Rescue Emergency Response Vehicles** ("Emergency Response Vehicles") means the Hackney 5-Bay Rescue, Two 24' Crew Cab Box Trucks, Two Ford E350 12 Passenger Vans, Logistics Trailer and Medical Trailer, Four Pickup Trucks and other added search and rescue response vehicles.
- 1.4. **Incident** means any situation in the area of handling emergencies including, but not limited to building collapse, confined space rescue, trench rescue, high-angle rescue, and hazardous materials incident.
- 1.5. **Participating Agency** means any city, village or township with a designated employee or volunteer that is a participant on Michigan Task Force 1 and is a Party to this Agreement. Participating Agency includes, but not limited to any and all of its departments, divisions, elected officials, employees, agents, subcontractors and volunteers.
- 1.6. **Michigan Task Force 1** (MI-TF1) is a specialized response Task Force that perform search and rescue operations. MI-TF1 is largely made up of firefighters from cities, villages and townships in the Southeast Michigan Urban Area Security Initiative. The Urban Area Security Initiative includes the Counties of Oakland, Macomb, Monroe, St. Clair, Washtenaw, Wayne and the City of Detroit. MI-TF1 is largely funded by grant monies from the Department of Homeland Security and is in the process of attempting to gain additional funding from other resources.

§2. USE OF EMERGENCY RESPONSE VEHICLES.

- 2.1. The County acts as the fiduciary for the Urban Area Security Initiative. As such, the County has acquired Emergency Response Vehicles and Specialized Equipment. The vehicles and equipment are designated for use by MI-TF1.

- 2.2. The Emergency Response Vehicles shall be owned and insured by the County. In the event that MI-TF1 receives funding for insurance from other sources, MI-TF1 shall reimburse the insurance costs to the County. MI-TF1 shall be responsible for all other costs associated with the Emergency Response Vehicles.

§3. PARTICIPATING AGENCY RESPONSIBILITIES. Subject to the terms and conditions contained in this Agreement and applicable changes in law, the Participating Agency shall provide the following:

- 3.1. Each Participating Agency shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates and governmental authorizations for its employees, agents and volunteers necessary to perform all its obligations under this Agreement, including but not limited to, obtaining applicable licenses required by the Michigan Secretary of State.
- 3.2. Each Participating Agency shall have all members of the MI-TF1 trained on the Emergency Response Vehicles and equipment. Additional members of each Participating Agency may be trained at the option of the Participating Agency.
- 3.3. Each Participating Agency shall be responsible for all costs of its own personnel used while operating the Emergency Response Vehicles and associated equipment.
- 3.4. Each Participating Agency shall notify the County, in writing, of its Authorized Representative and designee.

§4. DURATION OF INTERLOCAL AGREEMENT. This Agreement and any amendments hereto shall be effective when executed by the Parties with concurrent resolutions passed by the governing bodies of each party, and the Agreement is filed with the Office of the Great Seal as required by MCL 124.510. This Agreement shall remain in effect until cancelled or terminated by either party pursuant to section 6.

§5. LIABILITY. Each Party shall be responsible for its own acts and the acts of its employees, agents, and subcontractors, the costs associated with those acts, and the costs associated with the defense of those acts.

§6. TERMINATION OF AGREEMENT. A Party may terminate this Agreement for any reason upon 30 days notice before the effective date of termination. The effective date for termination shall be clearly stated in the notice.

§7. SUSPENSION OF SERVICES. Upon notice to the Participating Agency, the County may immediately suspend this Agreement or the Participating Agency's participation, if the Participating Agency has failed to comply, with federal, state, or local law, or any requirements contained in this Agreement.

- §8. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity
- §9. **COMPLIANCE WITH LAWS.** Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
- §10. **DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
- §11. **RESERVATION OF RIGHTS.** This Agreement does not and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the parties.
- §12. **DELEGATION/SUBCONTRACT/ASSIGNMENT.** A Party shall not delegate, subcontract, and/or assign any obligations or rights under this agreement without the prior written consent of the other Party.
- §13. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either party shall subsequently affect its right to require strict performance of this agreement.
- §14. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
- §15. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning.
- §16. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the persons listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express

delivery service or personal delivery; or (3) three days after mailing by first class or certified U.S. mail.

- 16.1. If notice is sent to the County, it shall be addressed and sent to: Oakland County Emergency Response and Domestic Preparedness Division, 1200 N. Telegraph, Building 47 West - Dept. 410, Pontiac, MI 48341-1044
- 16.2. If notice is sent to the Participating Agency, it shall be addressed to that Agency's Authorized Representative:
- 16.3. Either Party may change the address and/or individual to which notice is sent by notifying the other party in writing of the change.

§17. GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.

§18. AGREEMENT MODIFICATIONS OR AMENDMENTS. Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by all Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by the same persons who signed the Agreement or other persons as authorized by the Party's governing body.

§19. ENTIRE AGREEMENT. This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, , hereby acknowledges that he has been authorized by a resolution of the a certified copy of which is attached, to execute this Agreement on behalf of the Municipality and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: _____

DATE: _____

WITNESSED: _____

DATE: _____

IN WITNESS WHEREOF, Bill Bullard, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement on behalf of the Oakland County, and hereby accepts and binds the Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____

BILL BULLARD, Chairperson
Oakland County
Board of Commissioners

DATE: _____

WITNESSED: _____

RUTH JOHNSON
Clerk, Register of Deeds
County of Oakland

DATE: _____

RESOLUTION 2010-5

Whereas, in 2008, Michigan adopted the Medical Marihuana Act which is codified at MCL 333.26421 et seq; and

Whereas, the Medical Marihuana Act permits registered and qualified patients and/or caregivers to acquire, possess, cultivate, manufacture, use, internal possession, delivery, transfer, or transportation of marihuana or paraphernalia; and

Whereas, Ordinance 2010-404 contains definitions of the terms; and

Whereas, the Legislature has not adopted laws regulating how persons who are registered and medically qualified use marihuana, may acquire marihuana; and

Whereas, establishments that dispense, facilitate, sell or otherwise provide marihuana to medically qualified marihuana uses [medical marihuana dispensaries] may seek to operate within the Township; and

Whereas; the Township may adopt zoning ordinances to protect public safety, health and welfare by regulating and restricting the location and use of building, structures and land; and

Whereas; the Township Board has determined that a marihuana dispensary is a land use which is not compatible with certain zoning districts; and

Whereas; the Township Board has determined that the I-C industrial and commercial zoning district is the zoning district compatible for medical marihuana dispensaries; and

Whereas; the Township Board finds that reasonable conditions prohibiting the location of medical marihuana dispensaries within 1000 feet of religious places worship, schools, child care organizations, public libraries, residential districts or uses, are necessary to protect public health, safety and general welfare; and

Whereas; the Township Board finds that reasonable conditions regulating the operation of medical marihuana dispensaries are necessary; and

Whereas; Ordinance 2010-404 provides that medical marihuana dispensaries shall be located in an I-C district, and required special use permits consistent with the provisions of Ordinance 2010-404 and such other reasonable conditions which in the opinion of the Planning Commission are necessary to protect the public health, safety and welfare; and

Whereas; the Township Planning Commission has conducted a public hearing on Ordinance 2010-404.

Now therefore, be it resolved, that Ordinance #2010-404 attached to this resolution is hereby adopted by reference.

ORDINANCE NO. 2010 - 404

An Ordinance amending the Township's Zoning Code, Ordinance 74 adopted May 18, 1994, Article II, Section 201 (Definitions) and Article XVII (Industrial and Commercial Districts) to define medical marihuana dispensaries and regulate their location.

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

I. Amend Article II, Section 201 (Definitions) by adding the following definitions:

- 1) "Child care organization" means a governmental or non-governmental organization having as its principal function receiving minor children for care, maintenance, training, and supervision. Child care organizations include organizations commonly described as child care institutions, child placing agencies, children's camps, children's campsites, children's therapeutic group homes, child care centers, day care centers, nursery schools, parent cooperative preschools, foster homes, group homes or child care homes as defined in 1973 PA 116, MCL 722.111 as amended.
- 2) "Debilitating medical condition" means one or more of the following:
 - a) Cancer, glaucoma, positive status for human immunodeficiency virus, acquired immune deficiency syndrome, hepatitis C, amyotrophic lateral sclerosis, Crohn's disease, agitation of Alzheimer's disease, nail-patella syndrome (NPS), or the treatment of these conditions.
 - b) A chronic or debilitating disease or medical condition that produces one or more of the following: cachexia or wasting syndrome; severe and chronic pain; severe nausea; seizures, including but not limited to those characteristic of epilepsy;

or severe and persistent muscle spasm, including but not limited to those characteristic of multiple sclerosis.

- c) Any other medical condition or its treatment approved by the department, as provided for in MCL 333.26425.
- 3) “Drug paraphernalia” means all equipment, products and materials of any kind, which is used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance as defined in Section 7104 of the Michigan Public Health Code (Act No. 368 of the MI Public Acts of 1978 as amended) in violation of the laws of the State of Michigan.
- 4) “Enclosed, locked facility” means a closet room, or other enclosed area equipped with locks or other security devices that permit access only by a registered primary caregiver or registered qualifying patient.
- 5) “Marihuana” means that term as defined in section 7106 of the public health code, 1978 PA 368, MCL 333.7106.
- 6) “Medical marihuana dispensary” means any retail store, store front, office building, or other structure or any type of mobile unit or entity that is used by a primary caregiver to cultivate more than 12 marihuana plants, dispense, facilitate, sell, or provide to a qualifying patient marihuana.
- 7) “Medical use” means the acquisition, possession, cultivation, manufacture, use, internal possession, delivery, transfer, or transportation of marihuana or paraphernalia relating to the administration of marihuana to treat or alleviate a registered qualifying patient’s debilitating medical condition or symptoms associated with the debilitating medical condition.
- 8) “Physician” means an individual licensed as a physician under Part 170 of the public health code, 1978 PA 368, MCL 333.17001 to 333.17084, or an osteopathic physician under Part 175 of the public health code, 1978 PA 368, MCL 333.17501 to 333.17556.
- 9) “Primary caregiver” means a person who has agreed to assist with a patient’s medical use of marihuana and has a valid registry

identification card issued by the Michigan Department of Community Health.

- 10) “Qualifying patient” means a person who has been diagnosed by a physician as having a debilitating medical condition and has a valid registry identification card issued by the Michigan Department of Community Health.
- 11) “Registry identification card: means a document issued by the Michigan Department of Community Health that identifies a person as a registered qualifying patient or registered primary caregiver.
- 12) “Usable marihuana” means the dried leaves and flowers of the marihuana plant, and any mixture or preparation thereof, but does not include the seeds, stalks, and roots of the plant.
- 13) “Visiting qualifying patient” means a patient who is not a resident of this state or who has been a resident of this state for less than 30 days.
- 14) “Written certification” means a document signed by a physician, stating the patient’s debilitating medical condition and stating that, in the physician’s professional opinion, the patient is likely to receive therapeutic or palliative benefit from the medical use of marihuana to treat or alleviate the patient’s debilitating medical condition or symptoms associated with the debilitating medical condition.

II. Amend Article IV, Section 401.6(c) [listing uses prohibited as home occupations] by adding the following:

(7) medical marihuana dispensaries.

III. Add the following new section to Article XVII I-C (Industrial and Commercial Districts):

Medical marihuana dispensaries subject to the conditions and standards:

- 1) Medical Marihuana Dispensaries shall not be allowed as home occupations.
- 2) No Medical Marihuana Dispensary shall be located within 1,000 feet of any other Medical Marihuana Dispensary nor within 1,000 feet of any of the following uses:
 - a) Any church, synagogue, mosque or house of worship.
 - b) Any school, public or private, having a curriculum including kindergarten or any one or more of the grades one through twelve.
 - c) Any child care organization.
 - d) Any public library.
 - e) Any residentially zoned district or residential use.
- 3) All activity related to a Medical Marihuana Dispensary including but not limited to growing and dispensing shall be done indoors.
- 4) The Medical Marihuana Dispensary site shall abut a major thoroughfare right-of-way and all ingress and egress to and from the site shall be via that major thoroughfare.
- 5) Medical Marihuana Dispensaries shall be operated in compliance with the provisions of the Michigan Department of Community Health and the Medical Marihuana Act MCL 333.26421 et seq.
- 6) Smoking, inhalation, or consumption of medical marihuana shall not be allowed on the site of the Dispensary.
- 7) No qualifying patients under the age of 18 (eighteen) shall be permitted in the Dispensary at any time except in the presence of qualifying patient's parent or legal guardian or their primary caregiver.
- 8) No retail sales of drug paraphernalia are permitted at the Dispensary, except to qualifying patients or their primary caregivers.
- 9) Each Dispensary shall display in a manner legible and visible to its clientele:

- a) Notice that qualifying Patients under the age of eighteen (18) are not allowed in the Dispensary except in the presence of his/her parent or legal guardian;
 - b) No consumption, inhalation or consumption of medical marihuana shall occur within the vicinity of the Dispensary.
- 10) Only operators and their employees, qualifying patients, parents or guardians of qualifying patients under 18 years of age, and their primary caregiver may be permitted to enter a Medical Marihuana Dispensary for the purpose of obtaining medical marihuana or other goods or products associated with its use.
- 11) Medical Marihuana Dispensaries can grow a maximum of sixty (60) marihuana plants.

Severability

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

Publication

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

Effective date

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

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



Office of Community
Standards

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

April 7, 2010

Karen Lovejoy Roe - Township Clerk
7200 S. Huron River Drive
Ypsilanti, MI 48197

Re: April 6, 2010 Special Planning Commission Meeting

Clerk Roe,

Please be advised that during the specially scheduled Planning Commission meeting of April 6, 2010, the Township Planning Commission filed the following motion to recommend approval to the Township Board of Trustees an ordinance text amendment to Article II section 201(definitions) and Article XVII Industrial Commercial Zoning District section 1702 (uses permitted with special conditions) of the Township Zoning Ordinance to amend regulations related to on-site wind generators.

Motion Reed: *“I move to recommend approval to the Township board of Trustees the ordinance text amendment, Article II, Section 201 (Definitions) as presented to the commission on April 6, 2010.”*

Support: *Brewington* **MOTION CARRIED 4-0**

Motion Reed: *“I move to recommend approval to the Township Board of Trustees the ordinance text amendment, Article XVII, Section 1702 as presented to the Commission on April 6, 2010 subject to the following recommendations:*

- 1. To amend Page 4, #2A any church, synagogue, mosque, or any house of worship as well as a new 2f which was to include community college, university college, professional school as I define as something licensing, certificate, or degree granting type of program.*
- 2. To expand the scope to B-3 General District”*

Support: *Walls* **MOTION CARRIED 4-0**

If you would please include the said proposed ordinance text amendment on the next available meeting of the Township Board of Trustees, it would be greatly appreciated.

If you should have any questions regarding this matter, please do not hesitate to contact me.

Ordinance Text Amendment – Medical Marihuana Dispensaries
April 7, 2010

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph Lawson", with a long horizontal flourish extending to the right.

Joseph Lawson
Planning and Development Coordinator

Cc: File
Brenda Stumbo, Supervisor
Larry Doe, Treasurer
Ron Fulton, Building Director
Karen Lovejoy Roe, Clerk
Mike Radzik, OCS Director
Denny McLain, Twp Attorney

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



**Office of Community
Standards**

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

MEMORANDUM

April 7, 2010

To: Township Board

From: Joe Lawson, Planning Coordinator

Re: Zoning Ordinance Text Amendment to Article II (definitions) and Article XVII (Industrial Commercial Zoning District).

Please be advised that on April 6, 2010 the Township Planning Commission held the necessary public hearing to amend the Township Zoning Ordinance to amend Article II, Section 201 (definitions) and Article XVII (I-C, Industrial Commercial District), Section 1702 (uses permitted subject to special conditions) in order to regulated the use of Medical Marihuana Dispensaries as permitted by the Michigan Medical Marihuana Act of 2008. The final version of the text, as reviewed by Township Attorney King is included herewith.

Analysis:

As you may be aware, in 2008 the voters of the State of Michigan passed legislation known as the Michigan Medical Marihuana Act. Due to the passing of this legislation, it is highly recommended that the Planning Commission and Township Board of Trustees consider the proposed Ordinance Text Amendment to regulate where uses approved through this legislation may be located, particularly dispensaries.

For you review, please find enclosed a copy of the proposed ordinance drafted by Township legal counsel in order to regulate the location of a Medical Marihuana Dispensaries within the Township. As drafted, Dispensaries would be permitted by way of a Special Conditional Use approval within the IC – Industrial Commercial Zoning District subject to the noted conditions.

Action:

Should the Township Board agree with the recommendation of the Planning Commission and adopt the proposed ordinance by way of resolution prepared by the Township Attorney as attached, the Township Zoning Ordinance will include the necessary language and conditions for locating a Medical Marihuana Dispensary within defined zoning districts of Ypsilanti Township.

It is the recommendation of staff that the Township Board adopt the Resolution No. 2010-5 approving Ordinance No. 2010-404

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
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Office of Community Standards

7200 S. Huron River Drive
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Phone: (734) 485-3943
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www.ytown.org

Memorandum

To: Planning Commission
From: Joe Lawson, Planning Coordinator
Date: April 6, 2010
Re: Zoning Ordinance Text Amendment – Article II & Article XVII

As you may be aware, in 2008 the voters of the State of Michigan passed legislation known as the Michigan Medical Marihuana Act. Due to the passing of this legislation, it is highly recommended that the Planning Commission and Township Board of Trustees consider the proposed Ordinance Text Amendment to regulate where uses approved through this legislation may be located, particularly dispensaries.

For your review, please find attached a copy of the proposed ordinance drafted by Township legal counsel in order to regulate the location of a Medical Marihuana Dispensaries within the Township. As drafted, Dispensaries would be permitted by way of a Special Conditional Use approval within the IC – Industrial Commercial Zoning District subject to the noted conditions.

Once you have reviewed the attached information, should you have any question, please do not hesitate to contact me.

Please find the recommended motions (x2) below:

“I move to recommend approval to the Township Board of Trustees the ordinance text amendment, Article II, Section 201 (Definitions) as presented to the Commission on April 6, 2010, *subject to the following recommendations:*”

“I move to recommend approval to the Township Board of Trustees the ordinance text amendment, Article XVII, Section 1702 as presented to the Commission on April 6, 2010, *subject to the following recommendations:*”

**CHARTER TOWNSHIP OF YPSILANTI
PLANNING COMMISSION
SPECIAL MEETING– APRIL 6, 2010
MINUTES
DRAFT**

The meeting was called to order by Chair Reed at 6:32 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Commissioners Present:– John Reiser- Chair, Sally Richie – Vice Chair, Brenda Brewington-Secretary, Nathan Reed, Ralph Walls.

Commissioners Absent:
Laurence Krieg, Stan Eldridge

Others in Attendance:
Joe Lawson, Planning Coordinator
Mike Radzik, OCS Director
Denny McLain, Township Attorney
Angela King, Township Attorney

1. Call to order
2. Roll Call
3. Minutes from the March 23, 2010 meeting.

Motion: Reed to approve the minutes as amended.

Support: Richie ***Motion Carries: 5-0***

4. Approval of agenda.

Motion: Reed to approve the agenda

Support: Walls ***Motion Passes: 5-0***

5. Public hearings and plans for review.
 - a. **PUBLIC HEARING – ZONING ORDINANCE TEXT AMENDMENT – MEDICAL MARIHUANA DISPENSARIES** –to consider an ordinance text amendment to Article II section 201, Definitions and Article XVII, Industrial Commercial (I-C) Section 1702 (Uses permitted subject to special conditions) to include the use of Medical Marihuana Dispensaries by way of special conditional use and as regulated under the Michigan Medical Marihuana Act of 2008.

Attorney King gave an overview of the proposed text amendment.

PUBLIC PORTION OPEN

None

PUBLIC PORTION CLOSED

COMMISSIONER QUESTIONS

Recorded minutes began

Commission Reed asked what process is going to be in place to know where the dispensaries are going to be located in the Township.

Attorney King stated that a process is not in place to know where the dispensaries are located in the Township.

Reed then asked how do they determine if they are within 1000 feet of a church, etc?

Attorney King stated it may not be reported right away, but would be noticed at some time.

Reed added he would like to see them have to register so the 1000 foot rule could be policed.

Discussion followed.

Coordinator Lawson stated that all dispensaries would have to come to the Planning Commission for special conditional use.

Chair Reiser disagreed with Coordinator Lawson stating that in the ordinance, 12 plants or less did not required special conditional use.

Attorney King agreed with Chair Reiser.

Commissioner Walls asked for clarification between a primary care giver and a dispensary.

Attorney King stated that a primary care giver is a person who is licensed/certified to provide marihuana to persons who qualify. A dispensary is a place in which medical marihuana is cultivated, grown and provided to patients by a primary care giver who qualify.

Chair Reed added that dispensaries could be large in nature and was concerned if that is what is best for the Township.

Attorney King agreed that dispensaries may start out small and get very large quick. And also, the issue of persons using the marihuana as soon as stepping out of the dispensary is a concern. She added that as a part of the ordinance is does not allow usage on site.

Commissioner Richie stated she had to leave the meeting early, but would like to add her vote as Nay to this item stating that this drug is necessary to help people. She would like to see it located in Paint Creek Center for its visibility.

Coordinator Lawson asked for clarification regarding the special conditional use requirement.

Discussion followed.

Attorney McLain gave an overview on how this ordinance began and how the Township doesn't feel this should be in residential neighborhoods. He added that the Medical Marihuana Act is also a work in progress and many things haven't been worked out entirely. He stated that the commission just gives recommendation to the Township Board, but the Township Board has final say on the ordinance.

Discussion followed.

Motion Reed: *"I move to recommend approval to the Township board of Trustees the ordinance text amendment, Article II, Section 201 (Definitions) as presented to the commission on April 6, 2010."*

Support: Brewington **Motion Carried 4-0**

Motion Reed: *"I move to recommend approval to the Township Board of Trustees the ordinance text amendment, Article XVII, Section 1702 as presented to the Commission on April 6, 2010 subject to the following recommendations:*

1. *To amend Page 4, #2A any church, synagogue, mosque, or any house of worship as well as a new 2f which was to include community college, university college, professional school as I define as something licensing, certificate, or degree granting type of program.*
2. *To expand the scope to B-3 General District"*

Support: Walls **MOTION CARRIED 4-0**

RECORDED MINUTES END

6. Other matters to be reviewed by the Commission

None

7. Old Business - None
8. Open discussion for issues not on the agenda
 - a. Correspondence received – *None*
 - b. Planning Commission Members - *None*
 - c. Members of the Audience – *None*
9. Township Board representative report - None
10. Zoning Board of Appeals representative report - None
11. Township Attorney report - None
12. Planning Department Report

Coordinator Lawson presented a correspondence sent by Living Water Community Church representatives answering questions posed during the March 23, 2010 public hearing.

13. New Business- None
14. Any other business that may come before the Commission - None
15. Adjournment

Motion by Reed to adjourn at 7:37 p.m.

Support by Brewington ***MOTION CARRIED - ALL***

Respectfully submitted,
Kristi Troy
Planning Secretary

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



**Office of Community
Standards**

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

Memorandum

To: Karen Lovejoy Roe, Township Clerk
Cc: Nancy Wrybkowski, Deputy Clerk
Doug Winters, Twp Attorney
From: Joseph Lawson, Planning and Development Coordinator
Date: April 7, 2010
Re: Creekside Village South Condominium Amendment #3

Please be advised that the Office of Community Standards has received a request from S.E. Michigan Land Holding LLC, aka Lombardo Homes, requesting a third amendment to the recorded master deed associated with the Creekside Village South site condominium. It is the understanding of staff that the proposed amendment will bring the development into compliance with FHA and HUD program requirements as how it relates to new home financing. Currently, as stated by the developer, the Master Deed does not meet FHA requirements governing the insurance of mortgage loans to finance the sale of individual units within the project.

As you may recall, the Creekside Village South Planned Development was approved by the Board of Trustees on September 21, 2004. As a condition of the PD Stage II approval, the developer was to provide the Township an executed copy of an approved Development Agreement. To date, an executed copy of the required development agreement has not been provided as required. If the Board should choose to approve the requested amendment, it is the recommendation of staff that a condition be placed upon the approval stating that S.E. Michigan Land Holding LLC shall provide the required executed development agreement. In addition to the Development Agreement, Township records indicate that the unoccupied lots currently held by the developer are delinquent in terms of their 2009 winter taxes. With that said, it is also the recommendation of staff that as a condition of approval, all delinquent taxes be paid in full on all parcels currently held by the developer in relation to the Creekside Village South development.

The proposed Master Deed Amendment and a copy of this memorandum have been sent to Attorney Winters for review and consideration. With that said, I respectfully request that the attached Third Amendment to Master Deed of Creekside Village South be placed on the April 20, 2010 Board agenda for review and consideration.

Recommended Motion:

Move to approve the requested Third Amendment to Master Deed of Creekside Village South subject to the following condition(s):

- 1. S.E. Michigan Land Holding LLC shall provide an executed Development Agreement to the Township Attorney for review and presentation to the Board of Trustees for approval.*
- 2. Once the Development Agreement has been approved by the Township Attorney and Township Board of Trustees, S.E. Michigan Land Holding LLC shall record said Development Agreement with the Washtenaw County Register of Deeds.*
- 3. All real property taxes shall be paid in full for all lots under ownership of the developer and located within the Creekside Village South development.*

CLARK HILL

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clarkhill.com

February 2, 2010

BY ELECTRONIC MAIL

Mark Roebuck
Lombardo Companies
6303 26 Mile Road, Suite 200
Washington Township, Michigan 48094
mroebuck@lombardocompanies.com

Re: Creekside Village South, Ypsilanti Township, Michigan

Dear Mark:

As you are aware, our office was asked to review the Master Deed and Bylaws of Creekside Village South (the "Project") to determine whether the documents substantially complied with (a) the Michigan Condominium Act (MCL 559.101 et seq.) (the "Act") and (b) the Revised Legal Policies set forth in the U.S. Department of Housing and Urban Development ("HUD") Handbook 4265.1, Change 4, Appendix 24, dated December 1980 ("Appendix 24").

Upon completion of our review, we determined that the Master Deed and Bylaws were non-compliant with the Act and Appendix 24 in several material respects. Substantial noncompliance with these documents could result in a determination by the Federal Housing Administration (the "FHA") that the Project does not meet the FHA's program requirements governing the insurance of mortgage loans to finance the sale of individual units within the Project. We prepared a proposed Third Amendment to Master Deed of Creekside Village South (the "Amendment") to revise certain key provisions of the Master Deed and Bylaws to bring such provisions into substantial compliance with the Act and Appendix 24.

Pursuant to your request, this letter provides an explanation of the reason for each of the provisions contained in the Amendment. For ease of review, the enumerated paragraphs below correspond to the like-numbered Paragraphs of the Amendment:

1. Paragraph 1 of the Amendment was added to comply with Michigan Department of Energy, Labor & Economic Growth Rule 301(2) which requires the Master Deed to contain the mandatory provisions required by Section 8 of the Act (all subsequent references to the Rules will be to the Rules promulgated by the Michigan Department of Energy, Labor & Economic Growth). Section 8(d) of the Act requires the identification of the local unit of government with which detailed architectural plans and specifications for the Project have been filed.

2. Under the current language of the Master Deed, the Developer has the right pursuant to Section 6.1 thereof to withdraw, subject to obtaining the Township's consent, any units from the Project, regardless of whether such units are owned by the Developer at the time of withdrawal. We do not believe that under the Act, the Developer may remove units from the Project that previously have been conveyed by the Developer. Accordingly, the language of Section 6.1 of the Master Deed has been amended by Paragraph 2 of the Amendment.

3. Section 7(a) of Appendix 24 requires the Association to have a right of access upon a unit to effect emergency repairs. Currently, the second sentence of Section 8.4 of the Master Deed gives the Association the right, upon reasonable notice, to enter a unit to inspect the same. To be consistent with the intent of Appendix 24, language was added to the second sentence of Section 8.4 of the Master Deed by Paragraph 3 of the Amendment to make it clear that the Association can enter a unit without notice to make emergency repairs.

4. The word "material" was deleted from Section 9.1 of the Master Deed by Paragraph 4 of the Amendment because the concept of materiality conflicts with Sections 90(4) and Section 90a(9)(c) of the Act.

5. The current language of the Master Deed would permit the reserve fund to be used for minor repairs as well as maintenance. Section 2.3(a) of Article II of the Bylaws was revised by Paragraph 5 of the Amendment to conform to Section 105 of the Act and Rule 511(1) and (2) which require that the reserve fund be used only for major repairs and replacement of common elements.

6. The provisions added by Paragraph 6 were taken verbatim from Sections 108(5) and (6) of the Act. Rule 514(2) provides that the Bylaws shall contain the provisions in Section 108 of the Act.

7. All of the language added to Section 2.7(a) of Article II of the Bylaws pursuant to Paragraph 7 of the Amendment appears in Section 108(2), (4), (7) or (8) of the Act. As described above, Rule 514(2) requires incorporation of the provisions of Section 108 into the Bylaws.

8. The third sentence of Section 2.13 of Article II of the Bylaws was amended by Paragraph 8 of the Amendment to (a) make it consistent with Section 111 of the Act which provides that interest, costs, fines, late charges and attorney fees are enforceable against the purchaser in addition to the unpaid assessment and (b) clarify that if the purchaser requests such a statement but such amounts are not paid at or prior to closing, the purchaser will be liable therefor. Rule 514(2) requires the provisions of Section 111 of the Act to be included in the Bylaws.

9. New Sections 2.15 and 2.16 of Article II of the Bylaws added pursuant to Paragraph 9 of the Amendment were taken almost verbatim out of Section 111(1) and Section 108(9), respectively, of the Act. As described above, Rule 514(2) requires incorporation of the provisions of Section 108 and 111 into the Bylaws.

10. Section 14(a)(i) of Appendix 24 requires the Association to issue certificates of insurance maintained by the Association to each Co-owner and mortgagee upon request. Under Paragraph 10 of the Amendment, the above language was added to Section 4.1 of Article IV of the Bylaws.

11. The only substantive changes to Section 6.23(b)(1) of Article VI of the Bylaws were to add the phrase "or otherwise agreeing to grant possession of a Unit to a potential lessee" in the first sentence of Paragraph 11 of the Amendment and to add the third and fourth sentences of Paragraph 11 of the Amendment. These changes were made to conform to Section 112(2) of the Act. Rule 515 requires the Bylaws to contain the provisions of Section 112 of the Act.

12. The language added to Section 6.25(b)(4) of Section VI of the Bylaws by Paragraph 12 of the Amendment was taken almost verbatim from the last sentence of Section 112(5) of the Act. As described above, Rule 515 requires the Bylaws to contain the provisions of Section 112 of the Act.

13. The new Section 6.28 of Article VI of the Bylaws was added by Paragraph 13 of the Amendment because the Developer desires to provide an opportunity to each Co-owner to defer certain unit maintenance obligations to the Association in exchange for payment of a uniform rate by any such Co-owner to the Association for its services.

14. New Sections 7.4 and 7.5 were added to Article VII of the Bylaws by Paragraph 14 of the Amendment to conform to Section 9 of Appendix 24 which requires, among other things, that certain notices be provided to holders of first mortgages and insurers and guarantors thereof upon request.

15. Paragraph 15 of the Amendment corrected mistaken references contained in Section 11.2(c)(3) of Article XI of the Bylaws.

16. Section 3(c) of Appendix 24 requires the Association to make the most recent annual audited financial statement of the Association available to prospective purchasers. The above language was added to Section 14.1 of Article XIV of the Bylaws by Paragraph 16 of the Amendment.

17. Section 18.2 of Article XVIII of the Bylaws was modified by Paragraph 17 of the Amendment to conform to Section 106(b) of the Act which permits reasonable, not actual, attorneys fees to be recovered.

Mark Roebuck
February 2, 2010
Page 4

Please feel free to contact me to discuss the foregoing.

Sincerely,

CLARK HILL PLC

A handwritten signature in black ink, appearing to read "B. J. Muller", written in a cursive style.

Brandon J. Muller

BJM:bjm

**THIRD AMENDMENT TO MASTER DEED
OF
CREEKSIDE VILLAGE SOUTH**

S.E. MICHIGAN LAND HOLDING LLC, a Michigan limited liability company, formerly known as S.E. Michigan Development LLC, the address of which is 6303 26 Mile Road, Suite 200, Washington Township, Michigan 48094, being the developer of Creekside Village South, a residential condominium project located in the Township of Ypsilanti, County of Washtenaw, State of Michigan (the "Condominium Project"), established pursuant to the Master Deed thereof recorded on May 4, 2005 in Liber 4475, Page 853, Washtenaw County Records, as amended by a First Amendment to Master Deed recorded on July 12, 2005 in Liber 4491, Page 580, Washtenaw County Records, and as further amended by a Second Amendment to Master Deed recorded on October 11, 2005 in Liber 4513, Page 161, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan No. 483 (the "Master Deed"), and being the holder of more than two-thirds of the votes of the Co-owners of the Condominium Project by virtue of its ownership of more than two-thirds of the Units located in the Condominium Project, hereby amends the Master Deed pursuant to Article IX thereof for the purposes set forth below. Upon the recording of this Third Amendment to Master Deed in the office of the Washtenaw County Register of Deeds, the Master Deed (including the Bylaws attached thereto as Exhibit A) will be amended as follows:

1. Article I of the Master Deed is hereby amended to add a new sentence to the end of such Article to read as follows:

"The architectural plans and specifications for the Project have been filed with the Township of Ypsilanti."

2. Section 6.1 of Article VI of the Master Deed is hereby amended to provide that the only Units that can be withdrawn from the Project are those that are owned by Developer.

3. The last sentence of Section 8.4 of Article VIII of the Master Deed is hereby amended and restated in its entirety to read as follows:

"The foregoing easements include, without limitation, (a) the right of the Association to obtain access to a Unit during reasonable hours and upon reasonable notice to inspect the dwelling and any improvements constructed within a Unit to ascertain that they have been designed and constructed in conformity with the standards imposed and/or specific approvals granted by

Developer (during the Construction and Sales Period) and thereafter by the Association, and (b) the right of the Association to obtain access to a Unit without notice for making emergency repairs necessary to prevent damage to other Units or the Common Elements, or both."

4. Section 9.1 of Article IX of the Master Deed is hereby amended to delete the word "material" wherever it appears therein.

5. The second sentence of Section 2.3(a) of Article II of the Bylaws is hereby amended and restated in its entirety to read as follows:

"An adequate reserve fund for major repairs and replacements of the Common Elements shall be established in the Budget and must be funded by regular annual assessments, as set forth in Section 2.4 below, rather than by special assessments."

6. Section 2.7(a) of Article II of the Bylaws is hereby amended to add the following sentences to the end of such Section to read as follows:

"An action for money damages and foreclosure may be combined in one action. An action to recover money judgments for unpaid assessments may be maintained without foreclosing or waiving the lien."

7. Section 2.7(b) of Article II of the Bylaws is hereby amended to add the following sentences to the end of such Section to read as follows:

"The redemption period for foreclosure is six months from the date of sale unless the Unit is abandoned, in which event the redemption period is one month from the date of sale. The Co-owner of a Unit subject to foreclosure, and any purchaser, grantee, successor, or assignee of such Co-owner's interest in the Unit, is liable for assessments by the Association chargeable to the Unit that become due before expiration of the period of redemption, together with interest, advances made by the Association for taxes or other liens to protect the lien, costs and attorney fees incurred in their collection. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him, and may be empowered to take possession of the Unit if not occupied by the Co-owner and to lease the Unit and to collect and apply the rental therefrom."

8. The third sentence of Section 2.13 of Article II of the Bylaws is hereby amended and restated in its entirety to read as follows:

"Upon the payment of the sum identified in the statement within the period identified in the statement, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, if a purchaser fails to request a statement at least five (5) days prior to closing on the purchase of such Unit, or if

a purchaser requests such a statement but does not cause the balance identified on the statement to be paid, any unpaid assessments, together with interest, costs, fines, late charges and attorney fees incurred in the collection thereof, and the lien securing them shall be fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act."

9. Article II of the Bylaws is hereby amended to add new Sections 2.15 and 2.16 to read as follows:

"Section 2.15. Payment of Unpaid Assessments at Time of Sale. Upon the sale or conveyance of a Unit, all unpaid assessments, interest, late charges, fines, costs and attorneys' fees against such Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the Unit and (b) payments due under a first mortgage having priority thereto.

Section 2.16. Foreclosure of First Mortgage. The mortgagee of a first mortgage of record of a Unit shall give notice to the Association of the commencement of foreclosure of the first mortgage by advertisement by serving a copy of the published notice of foreclosure sale required by statute upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the Michigan Department of Energy, Labor & Economic Growth, Bureau of Commercial Services, Corporation Division, or to the address the Association provides to the mortgagee, if any, in those cases where the address is not registered, within ten days after the first publication of the notice. The mortgagee of a first mortgage of record of a Unit shall give notice to the Association of intent to commence foreclosure on the first mortgage by judicial action by serving a notice setting forth the names of the mortgagors, the mortgagee, and the foreclosing assignee of a recorded assignment of the mortgage; the date of the mortgage and the date the mortgage was recorded; the amount claimed to be due on the mortgage on the date of the notice; and a description of the mortgaged premises that substantially conforms with the description contained in the mortgage, upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the Michigan Department of Energy, Labor & Economic Growth, Bureau of Commercial Services, Corporation Division, or to the address the Association provides to the mortgagee, if any, in those cases where the address is not registered, not less than ten days before commencement of the judicial action. Failure of the mortgagee to provide notice as required by this Section shall only provide the Association with legal recourse and will not, in any event, invalidate any foreclosure proceeding between the mortgagee and mortgagor."

10. Section 4.1 of Article IV of the Bylaws is hereby amended to add a new Section 4.1(e) to read as follows:

"(e) **Insurance Certificates.** Certificates of insurance maintained by the Association shall be issued to each Co-owner and mortgagee upon request."

11. Section 6.25(b)(1) of Article VI of the Bylaws is hereby amended and restated in its entirety to read as follows:

"(1) A Co-owner, including Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form or otherwise agreeing to grant possession of a Unit to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for the review and approval of the Association. The Association shall be entitled to request that changes be made to the lease form that are necessary to insure that the lease will comply with the Condominium Documents. The Co-owner, including Developer, shall also provide the Association with a copy of the executed lease. If no lease form is to be used, then the Co-owner or Developer shall supply the Association with the name and address of the potential lessee, along with the rental amount and due dates and the term of the proposed agreement. If Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing."

12. Section 6.25(b)(4) of Article VI of the Bylaws is hereby amended to add the following sentence immediately prior to the last sentence of such Section to read as follows:

"If a tenant, after being so notified by the Association, fails or refuses to remit rent otherwise due the Association, then the Association may (i) issue a statutory notice to quit for non-payment of rent to the tenant and enforce said notice by summary proceeding and/or (ii) initiate proceedings pursuant to Section 6.25(b)(3)(iii)."

13. Article VI of the Bylaws is hereby amended to add a new Section 6.28 to read as follows:

Section 6.28 Performance of Certain Unit Maintenance Services by the Association.

(a) Notwithstanding anything to the contrary contained in these Bylaws or the Master Deed, the Association reserves the right, but does not assume any obligation, to offer to each Co-owner from time to time to perform some or all of the following Unit maintenance services: (i) removal of snow from (A) the driveway constructed within each Unit and/or (B) the service walk between such driveway and the entrance to the dwelling constructed within each Unit; and/or (ii) mowing (including edging and weed-whacking) and fertilizing the grass and/or pruning the trees and shrubs located within each Unit.

(b) The Association shall provide each Co-owner with written notice from time to time that (i) sets forth all Unit maintenance services, if any, that the Association may agree to perform from time to time (the "Maintenance Services"); (ii) establishes uniform charges payable to the Association by each Electing Co-owner (defined below) for the performance of the Maintenance Services; and (iii) details the method of invoicing and payment of the charges for the Maintenance Services, including a procedure, if applicable, for prorating such charges in the event that the Maintenance Services for an Electing Co-owner's Unit are either commenced or terminated in the middle of a payment period.

(c) Each Co-owner shall have the option at any time the Association is offering to perform the Maintenance Services to notify the Association in writing of such Co-owner's desire for the Association to perform the Maintenance Services for his Unit (any such Co-owner is referred to herein as an "Electing Co-owner").

(d) The scope of the Maintenance Services and/or the charges therefor may be modified, or the agreement by the Association to perform the Maintenance Services may be terminated, at any time and from time to time in the sole discretion of the Association; provided, however, that the Association shall provide each Electing Co-owner with thirty (30) days' prior written notice of any such modification or termination.

(e) Each Electing Co-owner may terminate at any time his agreement to allow the Association to perform the Maintenance Services for his Unit by providing the Association with thirty (30) days' prior written notice of such termination.

(f) The charges payable to the Association by an Electing Co-owner pursuant to this Section 6.28 shall be deemed to be assessments for all purposes of the Condominium Documents, including with respect to the rights and remedies afforded the Association under Article II of these Bylaws as to unpaid assessments. The Association may discontinue the furnishing of the Maintenance Services to a Unit if an Electing Co-owner is in default of payment of an invoice for the Maintenance Services upon seven (7) days' prior written notice to such Electing Co-owner of its intention to do so."

14. Article VII of the Bylaws is hereby amended to add new Sections 7.4 and 7.5 to read as follows:

"Section 7.4 Applicability to Mortgage Insurers and Guarantors.

Any of the rights in the Condominium Documents which are granted to holders of first mortgages shall also be extended to insurers and guarantors of such mortgages, provided that they have given the Association notice of their interests. However, when voting rights are attributed to a mortgagee, only one vote may be

cast per mortgage as to the mortgage in question regardless of the number of mortgagees, assignees, insurers and guarantors interested in the mortgage.

Section 7.5 Notification of Amendments and Other Matters. All holders of first mortgages and insurers and guarantors thereof who have requested notice, are entitled to timely written notice of: (a) any amendment affecting a Unit in which they have an interest, (b) any amendment effecting a change in the General Common Elements or Limited Common Element appurtenant to a Unit in which they have an interest, (c) a material change in the voting rights or use of a Unit in which they have an interest, (d) any proposed termination of the Condominium, (e) any condemnation or casualty loss which affects a material portion of the Condominium or a Unit in which they have an interest or (f) any lapse, cancellation or material modification of any insurance policy maintained by the Association."

15. Section 11.2(c)(3) of Article XI of the Bylaws is hereby amended to replace the reference therein to "subsection (ii)" with "subsection (b)", the reference therein to "subsection (b)" with "subsection (c)(2)" and the reference therein to "subsection (i)" with "subsection (c)(1)".

16. Section 14.1 of Article XIV of the Bylaws is hereby amended to add a new sentence to the end of such Section to read as follows:

"The Association shall make available for inspection upon request, during normal business hours, to prospective purchasers of Units the most recently audited financial statement of the Association."

17. Section 18.2 of Article XVIII of the Bylaws is hereby amended to replace the phrase "its actual attorney's fees (not limited to statutory fees)" with "such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court".

18. In all other respects, other than as hereinabove indicated, the Master Deed of Creekside Village South, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, is hereby ratified and confirmed.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Dated this _____ day of _____, 2010.

S.E. MICHIGAN LAND HOLDING LLC, a Michigan limited liability company, formerly known as S.E. Michigan Development LLC

By: _____
Anthony F. Lombardo
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by Anthony F. Lombardo, the manager of S.E. Michigan Land Holding LLC, a Michigan limited liability company, formerly known as S.E. Michigan Development LLC, on behalf of the limited liability company.

My commission expires: _____
Acting in _____ County, MI

PREPARED BY:
Brandon J. Muller, Esq.
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, Michigan 48226-3435

WHEN RECORDED RETURN TO:
Mark Roebuck
Lombardo Companies
6303 26 Mile Road, Suite 200
Washington Township, Michigan 48094

[Signature Page to Third Amendment to Master Deed of Creekside Village South]

RESOLUTION NO. 2010 - 6

CHARTER TOWNSHIP OF YPSILANTI RESOLUTION REGARDING THE DIVISION OF A PLATTED LOT

Resolution Authorizing The Division Of Platted Lots In Creekside Village East.

WHEREAS, the owner of Lots 6, 7, 8, 27, 28, 29, 30, 31, 32, 51, 52, 53, 58, 59, 60, 61, 62, 63, 65, 66, 67, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 88, 89, 90, 91, 92, 93 of Creekside Village East Subdivision No 1 has made a request to change lot boundaries as previously approved and recorded; and

WHEREAS, Township ordinance no. 2000-243, Article IX, Section 11.01 states that "Upon the filing of a petition, by the owner or owners of all interest therein, with the Township Board, the platted lots, outlot, or parcels of land in existing recorded plats may be partitioned or divided upon resolution of the Township Board into not more than four (4) parts, each of which shall, in regard to width, depth and area, conform to the terms and provisions of the Charter Township of Ypsilanti Zoning Ordinance, as amended; and

WHEREAS, the Township Planning and Development Coordinator has reviewed the division and confirmed that the resulting parcels meet the minimum requirements for lot size and road frontage as set forth by Section 2000 of the Township Zoning Ordinance.

THEREFORE, BE IT RESOLVED, that the revised property descriptions are approved as follows:

LEGAL DESCRIPTION LOT 6 AND PART OF LOT 7

LOT 6 AND THE WEST 30 FEET OF LOT 7 CREEKSIDE VILLAGE EAST SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31, INCLUSIVE, WASHTENAW COUNTY RECORDS.

LEGAL DESCRIPTION LOT 8 AND PART OF LOT 7

LOT 8 AND THE EAST 30 FEET OF LOT 7 CREEKSIDE VILLAGE EAST SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31, INCLUSIVE, WASHTENAW COUNTY RECORDS.

LEGAL DESCRIPTION LOT 27 AND PART OF LOT 28

LOT 27 AND PART OF LOT 28 CREEKSIDE VILLAGE EAST SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31, INCLUSIVE, WASHTENAW COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 27; THENCE NORTHERLY 82.34 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 263.00 FEET, CENTRAL ANGLE OF 17°56'15", LONG CHORD BEARS N 17°56'01"E 82.00 FEET); THENCE S 81°02'07"E 141.07 FEET; THENCE S 13°24'18"W 42.10 FEET; THENCE S 20°55'23"W 83.96 FEET; THENCE N 63°05'52"W 140.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION LOT 29 AND PART OF LOT 28

LOT 29 AND PART OF LOT 28 CREEKSIDE VILLAGE EAST SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31, INCLUSIVE, WASHTENAW COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 29; THENCE N89°40'22"E 144.87 FEET; THENCE S01°13'39"E 67.03 FEET; THENCE S13°24'18"W 42.80 FEET; THENCE N81°02'07"W 141.07 FEET; THENCE NORTHERLY 42.65 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 263.00 FEET, CENTRAL ANGLE OF 09°17'31", LONG CHORD BEARS N04°19'08"E 42.61 FEET); THENCE N00°19'38"W 43.36 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION LOT 30 AND PART OF LOT 31

LOT 30 AND THE SOUTH 30 FEET OF LOT 31 CREEKSIDE VILLAGE EAST SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31, INCLUSIVE, WASHTENAW COUNTY RECORDS.

LEGAL DESCRIPTION LOT 32 AND PART OF LOT 31

LOT 32 AND THE NORTH 30 FEET OF LOT 31 CREEKSIDE VILLAGE EAST SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31, INCLUSIVE, WASHTENAW COUNTY RECORDS.

LEGAL DESCRIPTION LOT 51 AND PART OF LOT 52

LOT 51 AND PART OF LOT 52 CREEKSIDE VILLAGE EAST SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31, INCLUSIVE, WASHTENAW COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 51; THENCE SOUTHERLY 82.26 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 263.00 FEET, CENTRAL ANGLE OF 17°55'13", LONG CHORD BEARS S08°41'15"W 81.92 FEET); THENCE S89°43'39"W 142.35 FEET; THENCE N13°00'45"E 42.45 FEET; THENCE N15°34'43"E 82.47 FEET; THENCE S72°21'08"E 129.09 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION LOT 53 AND PART OF LOT 52

LOT 53 AND PART OF LOT 52 CREEKSIDE VILLAGE EAST SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31, INCLUSIVE, WASHTENAW COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 53; THENCE S88°59'17"W 150.20 FEET; THENCE N01°00'43"W 60.00 FEET; THENCE N13°00'45"E 32.56 FEET; THENCE N89°43'39"E 142.35 FEET; THENCE SOUTHERLY 3.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 263.00 FEET, CENTRAL ANGLE OF 00°44'22", LONG CHORD BEARS S00°38'32"E 3.39 FEET); THENCE S01°00'43"E 86.36 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION LOT 58 AND PART OF LOT 59

LOT 58 AND THE WEST 31.50 FEET OF LOT 59 CREEKSIDE VILLAGE EAST SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31, INCLUSIVE, WASHTENAW COUNTY RECORDS.

LEGAL DESCRIPTION LOT 60 AND PART OF LOT 59

LOT 60 AND THE EAST 31.50 FEET OF LOT 59 CREEKSIDE VILLAGE EAST SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31, INCLUSIVE, WASHTENAW COUNTY RECORDS.

LEGAL DESCRIPTION LOT 61 AND PART OF LOT 62
LOT 61 AND THE SOUTH 30 FEET OF LOT 62 CREEKSIDE VILLAGE EAST SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31, INCLUSIVE, WASHTENAW COUNTY RECORDS.

LEGAL DESCRIPTION LOT 63 AND PART OF LOT 62
LOT 63 AND THE NORTH 30 FEET OF LOT 62 CREEKSIDE VILLAGE EAST SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31, INCLUSIVE, WASHTENAW COUNTY RECORDS.

LEGAL DESCRIPTION LOT 65 AND PART OF LOT 66
LOT 65 AND PART OF LOT 66 CREEKSIDE VILLAGE EAST SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31, INCLUSIVE, WASHTENAW COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 65; THENCE S 00°19'38"E 142.42 FEET; THENCE S89°40'22"W 71.63 FEET; THENCE S 80°09'40"W 17.04 FEET; THENCE N 11°02'50"W 145.24 FEET; THENCE EASTERLY 31.61 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 197.00 FEET, CENTRAL ANGLE OF 09°11'35", LONG CHORD BEARS N85°04'34"E 31.57 FEET); THENCE N89°40'22"E 83.99 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION LOT 67 AND PART OF LOT 66
LOT 67 AND PART OF LOT 66 CREEKSIDE VILLAGE EAST SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31, INCLUSIVE, WASHTENAW COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE WESTERN MOST CORNER OF LOT 67; THENCE EASTERLY 137.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 197.00 FEET, CENTRAL ANGLE OF 39°56'29", LONG CHORD BEARS N60°30'32"E 134.57 FEET); THENCE S11°02'50"E 145.24 FEET; THENCE S80°09'40"W 16.99 FEET; THENCE S52°29'59"W 25.00 FEET; THENCE N48°56'20"W 143.76 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION LOT 70 AND PART OF LOT 71
LOT 70 AND PART OF LOT 71 CREEKSIDE VILLAGE EAST SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31, INCLUSIVE, WASHTENAW COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 70; THENCE N88°59'17"E 140.63 FEET; THENCE S00°19'38"E 52.33 FEET; THENCE S00°40'51"E 37.68 FEET; THENCE S88°59'17"W 139.80 FEET; THENCE NORTHERLY 2.53 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 263.00 FEET, CENTRAL ANGLE OF 00°33'03", LONG CHORD BEARS N00°44'11"W 2.53 FEET); THENCE N01°00'43"W 87.47 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION LOT 72 AND PART OF LOT 71
LOT 72 AND PART OF LOT 71 CREEKSIDE VILLAGE EAST SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31, INCLUSIVE, WASHTENAW COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 72; THENCE N13°51'40"E 31.13 FEET; THENCE NORTHERLY 65.74 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 263.00 FEET, CENTRAL ANGLE OF 14°19'20", LONG CHORD BEARS N06°42'00"E 65.57 FEET); THENCE N88°59'17"E 139.80 FEET; THENCE S00°40'51"E 95.97 FEET; THENCE S89°19'09"W 156.04 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION LOT 73 AND PART OF LOT 74
LOT 73 AND THE WEST 30 FEET OF LOT 74 CREEKSIDE VILLAGE EAST SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31, INCLUSIVE, WASHTENAW COUNTY RECORDS.

LEGAL DESCRIPTION LOT 75 AND PART OF LOT 74
LOT 75 AND THE EAST 30 FEET OF LOT 74 CREEKSIDE VILLAGE EAST SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31, INCLUSIVE, WASHTENAW COUNTY RECORDS.

LEGAL DESCRIPTION LOT 76 AND PART OF LOT 77
LOT 76 AND PART OF LOT 77 CREEKSIDE VILLAGE EAST SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31, INCLUSIVE, WASHTENAW COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 76; THENCE N00°40'51"W 140.00 FEET; THENCE N89°19'09"E 60.00 FEET; THENCE N78°40'03"E 16.84 FEET; THENCE S12°43'15"E 141.90 FEET; THENCE WESTERLY 41.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 197.00 FEET, CENTRAL ANGLE OF 12°02'24", LONG CHORD BEARS S83°17'57"W 41.32 FEET); THENCE S89°19'09"W 65.05 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION LOT 78 AND PART OF LOT 77
LOT 78 AND PART OF LOT 77 CREEKSIDE VILLAGE EAST SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31, INCLUSIVE, WASHTENAW COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 78; THENCE WESTERLY 147.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 197.00 FEET, CENTRAL ANGLE OF 42°48'31", LONG CHORD BEARS S55°52'29"W 143.79 FEET); THENCE N12°43'15"W 141.90 FEET; THENCE N78°40'03"E 13.32 FEET; THENCE N49°07'12"E 28.83 FEET; THENCE S55°31'46"E 140.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION LOT 79 AND PART OF LOT 80
LOT 79 AND PART OF LOT 80 CREEKSIDE VILLAGE EAST SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31, INCLUSIVE, WASHTENAW COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 79; THENCE N55°31'46"W 140.00 FEET; THENCE N20°51'05"E 26.84 FEET; THENCE N00°13'51"E 20.86 FEET;

THENCE N 89°40'22"E 140.29 FEET; THENCE S 00°19'38"E 13.36 FEET; THENCE SOUTHERLY 119.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 197.00 FEET, CENTRAL ANGLE OF 34° 47'52", LONG CHORD BEARS S17°04'18"W 117.81 FEET) TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION LOT 81 AND PART OF LOT 80
LOT 81 AND THE NORTH 30 FEET OF LOT 80 CREEKSIDE VILLAGE EAST
SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31,
INCLUSIVE, WASHTENAW COUNTY RECORDS.

LEGAL DESCRIPTION LOT 88 AND PART OF LOT 89
LOT 88 AND THE NORTH 32 FEET OF LOT 89 CREEKSIDE VILLAGE EAST
SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31,
INCLUSIVE, WASHTENAW COUNTY RECORDS.

LEGAL DESCRIPTION LOT 90 AND PART OF LOT 89
LOT 90 AND THE SOUTH 32.05 FEET OF LOT 89 CREEKSIDE VILLAGE EAST
SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31,
INCLUSIVE, WASHTENAW COUNTY RECORDS.

LEGAL DESCRIPTION LOT 91 AND PART OF LOT 92
LOT 91 AND PART OF LOT 92 CREEKSIDE VILLAGE EAST SUBDIVISION NO. 1 AS
RECORDED LIBER 36, PAGES 23 THROUGH 31, INCLUSIVE, WASHTENAW
COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 91; THENCE N89°40'22"E
140.00 FEET; THENCE S00°19'38"E 70.45 FEET; THENCE S00°40'51"E 19.55 FEET;
THENCE S89°19'09"W 140.00 FEET; THENCE N00°40'51"W 19.37 FEET; THENCE
NORTHERLY 1.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS
OF 197.00 FEET, CENTRAL ANGLE OF 00° 21'13", LONG CHORD BEARS
N00°30'14"W 1.22 FEET); THENCE N00°19'38"W 70.27 FEET TO THE POINT OF
BEGINNING.

LEGAL DESCRIPTION LOT 93 AND PART OF LOT 92
LOT 93 AND THE SOUTH 30 FEET OF LOT 92 CREEKSIDE VILLAGE EAST
SUBDIVISION NO. 1 AS RECORDED LIBER 36, PAGES 23 THROUGH 31,
INCLUSIVE, WASHTENAW COUNTY RECORDS.____

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



Assessor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 487-4927
Fax: (734) 484-5159
www.ytown.org

MEMORANDUM

To: Ypsilanti Township Board

From: Dawn Scheitz, Appraiser III

Cc: Joseph Lawson, Planning & Development Coordinator

Date: April 9, 2010

Re: Platted lot boundary line change

Attached please find a resolution to change the boundaries of platted lots in Creekside Village East Subdivision.

Our local ordinance requires Township Board approval if there are any revisions to the original lot line in a recorded plat. This is required because the Board has already approved the original plat and this is a revision to what was previously approved. (Land divisions that are not in platted subdivisions do not require Board approval because these divisions are governed by the State Land Division Act.)

CHARTER TOWNSHIP OF YPSILANTI

BUDGET AMENDMENT #4

April 20, 2010

206 - FIRE FUND

Total Increase \$14,300.00

Re-budget the demolition of the structures on properties located at 7200 and 7207 Bunton Road that were used for fire fighter training. The demolition award of \$14,300.00 was approved at the August 19, 2008 Board Meeting and the budget approved at the September 2, 2008 Board Meeting. The demolition is expected to be completed in 2010. This will be funded by an appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206.000.000.699.000	<u>\$14,300.00</u>
		Net Revenues	<u><u>\$14,300.00</u></u>
Expenditures:	Miscellaneous Expenditures	206.206.000.956.000	<u>\$14,300.00</u>
		Net Expenditures	<u><u>\$14,300.00</u></u>

211 - BIKE PATH, SIDEWALK & RECREATION FUND

Total Increase \$30,610.75

Re-budget the balance of the Border to Border Bike Path project from 2009. Increase the Bike Path line by \$23,110.75, the amount remaining from 2009. This is to be funded by an appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	211.000.000.699.000	<u>\$23,110.75</u>
		Net Revenues	<u><u>\$23,110.75</u></u>
Expenditures:	Capital Outlay/Bike Paths	211.970.000.997.000	<u>\$23,110.75</u>
		Net Expenditures	<u><u>\$23,110.75</u></u>

Budget the easement agreement costs of \$7,500.00 for the Whittaker Road project. This is to be funded by an appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	211.000.000.699.000	<u>\$7,500.00</u>
		Net Revenues	<u><u>\$7,500.00</u></u>
Expenditures:	Bike Path Easements	211.970.000.997.050	<u>\$7,500.00</u>
		Net Expenditures	<u><u>\$7,500.00</u></u>

CHARTER TOWNSHIP OF YPSILANTI

BUDGET AMENDMENT #4

April 20, 2010

212 - BIKE, SIDEWALK, RECREATION, ROAD AND GENERAL OPERATIONS FUND	Total Increase	<u><u>\$57,035.14</u></u>
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Re-budget the remaining balance of Road Construction costs of \$8,595.14, as part of the CDBG agreement and revenue funding which is expected to be completed in 2010.

Revenues: Community Dev Block Grant CDBG	212.000.000.531.000	<u>\$8,595.14</u>
	Net Revenues	<u><u>\$8,595.14</u></u>
Expenditures: Highway & Street-Road Construction	212.970.000.818.022	<u>\$8,595.14</u>
	Net Expenditures	<u><u>\$8,595.14</u></u>

Re-budget the remaining Energy Improvement costs for the Washtenaw Consortium Revolving Fund of \$48,440.00, as part of the Federal Department of Energy Grant program funding.

Revenues: Dept of Energy-EECBG Funding	212.000.000.529.500	<u>\$48,440.00</u>
	Net Revenues	<u><u>\$48,440.00</u></u>
Expenditures: Wash Cnty Consortium Revolving Fund	212.975.000.965.000	<u>\$48,440.00</u>
	Net Expenditures	<u><u>\$48,440.00</u></u>

283 - NSP NEIGHBORHOOD STABILIZATION PROGRAM	Total Increase	<u><u>\$190,000.00</u></u>
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Budget the remaining NSP Grant Funds as revenues and the associated expenditures for the projected demolitions.

Revenues: CDBG Grant - NSP Funds	283.000.000.532.000	<u>\$190,000.00</u>
	Net Revenues	<u><u>\$190,000.00</u></u>
Expenditures: NSP Demolition Costs	283.283.000.807.000	<u>\$190,000.00</u>
	Net Expenditures	<u><u>\$190,000.00</u></u>

Motion to Amend the 2010 Budget (#4):

Move to increase the Fire Fund budget by \$14,300.00 to \$5,544,553.00 and approve the department line item changes as outlined,

Move to increase the Bike Path, Sidewalk and Recreation (BSR) Fund budget by \$30,610.75 to \$45,610.75 and approve the department line item changes as outlined

Move to increase the Bike Path, Sidewalk, Recreation, Road and General Operations (BSRII) Fund budget by \$57,035.14 to \$1,502,970.14 and approve the department line item changes as outlined

Move to increase the Neighborhood Stabilization Program (NSP) Fund budget by \$110,000.00 to \$195,000.00 and approve the department line item changes as outlined

The Office of

Community Development

110 N. Fourth Ave., Suite 300 • P.O. Box 8647, Ann Arbor, MI 48107
Phone (734) 622-9025 • Fax (734) 622-9022



Achieving a socially and economically diverse community

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

January 8, 2010

Dear Karen Lovejoy Roe,

Washtenaw County wishes to amend the contract with the Charter Township of Ypsilanti. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the Service Contract between Washtenaw County and the Charter Township of Ypsilanti **CR #41289** as follows:

Amend the amount of the contract for Demolition purposes. This will be reduced from the original amount of \$200,000 to \$195,350. This reduction in funding is attributed to an involuntary displacement benefit incurred from tenants at 2403 E. Michigan Ave. Ypsilanti, MI 48198.

In addition, Attachment C on page 13 of the contract (Project Budget) will be amended to reflect the reduction in Demolition funding. The Project budget has been amended to the following:

ATTACHMENT C: PROJECT BUDGET

SUMMARY OF TERMS:

The COUNTY agrees to pay to or on behalf of the TOWNSHIP the sum of \$195,350.00 of COUNTY NSP Funds according to the according to the budget below.

PROJECT BUDGET:

PROJECT BUDGET		
REVENUE SOURCE(S):	THIS REQUEST	
Grant Amounts	\$195,350.00	
Other Support (In-Kind)		
Total Revenues	\$195,350.00	
PROGRAM EXPENSES	THIS REQUEST	
Personnel, Taxes & Fringe Benefits	\$39,070.00	
Contractor fees & legal fees	\$156,280.00	
Total Expenditures	\$195,350.00	

*All other terms and conditions remain the same as in the original contract.

ATTEST:

WASHTENAW COUNTY

Lawrence Kestenbaum (DATE)
County Clerk/ Register

(County Administrator, Purchasing Manager or
Chair of the Board)

ACCEPTED BY:

ACCEPTED BY:

Karen Lovejoy Roe (DATE)
Township Clerk

Brenda Stumbo (DATE)
Township Supervisor

The Office of

Community Development

110 N. Fourth Ave., Suite 300 • P.O. Box 8647, Ann Arbor, MI 48107
Phone (734) 622-9025 • Fax (734) 622-9022



Achieving a socially and economically diverse community

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

April 6, 2010

Dear Karen Lovejoy Roe,

Washtenaw County wishes to amend the contract with the Charter Township of Ypsilanti. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the Service Contract between Washtenaw County and the Charter Township of Ypsilanti **CR #41289** as follows:

Amend the amount of the contract for Demolition purposes. Demolition funding will be increased \$80,000 from the current funding amount of \$195,350. In total, there will now be \$275,350 in funding for Demolition purposes for the Charter Township of Ypsilanti.

In addition, Attachment C on page 13 of the contract (Project Budget) will be amended to reflect the \$80,000 increase in Demolition funding. The Project budget has been amended to the following:

ATTACHMENT C: PROJECT BUDGET

SUMMARY OF TERMS:

The COUNTY agrees to pay to or on behalf of the TOWNSHIP the sum of \$275,350.00 of COUNTY NSP Funds according to the according to the budget below.

PROJECT BUDGET:

PROJECT BUDGET		
REVENUE SOURCE(S):	THIS REQUEST	
Grant Amounts	\$275,350	
Other Support (In-Kind)		
Total Revenues	\$275,350.00	
PROGRAM EXPENSES	THIS REQUEST	
Personnel, Taxes & Fringe Benefits	\$55,070	
Contractor fees & legal fees	\$220,280	
Total Expenditures	\$275,350.00	

*All other terms and conditions remain the same as in the original contract.

ATTEST:

WASHTENAW COUNTY

Lawrence Kestenbaum (DATE)
County Clerk/ Register

(County Administrator, Purchasing Manager or
Chair of the Board)

ACCEPTED BY:

ACCEPTED BY:

Karen Lovejoy Roe (DATE)
Township Clerk

Brenda Stumbo (DATE)
Township Supervisor

STANDARD AGREEMENT FOR MUNICIPAL STREET LIGHTING

DTE Internal Work Order/IO Number 29840762

This Standard Agreement For Municipal Street Lighting ("Agreement") is between The Detroit Edison Company ("Company") and Ypsilanti Township ("Customer"). Customer requests the Company to furnish, install, operate and maintain street lighting equipment in the municipality set forth on Exhibit A attached hereto at the specific location set forth on Exhibit A (the "Location") and the Company agrees to do so in accordance with the terms set forth in this Agreement.

Therefore, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Company and Customer each hereby agree as follows:

1. Description of Equipment

Subject to and in accordance with the terms of this Agreement, the Company will undertake activities to install the street lighting equipment set forth on Exhibit A attached hereto (the "Equipment").

2. Rules Governing Installation of Equipment and Electric Service

Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of The Michigan Public Service Commission (MPSC) Rules Governing Services Supplied by Electric Utilities, Rule B-3.3, Extension of Service.

3. Contribution in Aid of Construction

In accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the installation of the Equipment and the recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount equal to three years revenue expected from such new equipment. The CIAC Amount is as set forth on Exhibit A attached hereto. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects not identified by Miss Dig, or unusual conditions encountered in the construction and installation of the Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of the Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount

Customer shall pay to Company the CIAC Amount set forth on Exhibit A promptly upon execution of this Agreement. Failure to pay such amount at such time shall relieve Company of its obligations to perform the construction work required herein until such amount is paid.

5. Modifications

Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.

6. Maintenance and Replacement Equipment

In accordance with the applicable Orders of the MPSC, under the Municipal Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary.

7. Street Lighting Service Rate

Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate, as approved by the MPSC.

This street lighting service is also governed by Rules for Electrical Service established by the MPSC (MPSC Case Number U-6400). The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC. The Municipal Street Lighting Rate as of the date of this Agreement is hereby incorporated by reference into this Agreement.

8. Contract Term

The initial term of this Agreement shall begin on the date that billing for the street light service begins, and shall continue for five years thereafter. Upon the expiration of the initial term of this Agreement, the term of this Agreement shall continue on a month-to-month basis thereafter until terminated by mutual written consent or twelve months written notice by either party, which written notice may be given at any time.

9. Design Responsibility for Street Light Installation

The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation (as shown on Exhibit A), or if the street lighting installation requested by Customer on Exhibit A does not meet the IESNA recommended practices (as shown on Exhibit A), Customer acknowledges the Company is not responsible for lighting design standards.

10. New Subdivisions

Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%. If Customer wishes to have installation occur prior to 80% occupancy, then Customer acknowledges it will be financially responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.).

11. Force Majeure

The obligation of Company to perform this Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

12. Subcontractors

Company may sub-contract in whole or in part its obligations under this Agreement to install the Equipment and Replacement Equipment.

13. Waiver; Limitation of Liability

To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorneys fees, arising out of the installation of the Equipment and/or any Replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Agreement exceed the CIAC Amount.

14. Notices

All notices required by the Agreement shall be in writing. Such notices shall be sent to Company at The Detroit Edison Company, Community Lighting Group, 2000 Second Ave., Room 440 SB, Detroit, MI 48226 and to Customer at the address set forth on Exhibit A attached hereto. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.

15. Representations and Warranties

Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Agreement and to carry out the actions required of it by this Agreement; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Agreement constitutes a legal, valid, and binding agreement of such party.

16. Miscellaneous

(a) This Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings.

(b) No party other than Company and Customer, and their respective successors and assigns, shall have any rights to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of Company and Customer, and their respective successors, and assigns, and not for the benefit of any other party.

(c) Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by such party of any of its rights hereunder. No waiver by any party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision.

(d) The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections or articles of this Agreement nor in any way affect this Agreement.

(e) This Agreement, and the rights, obligations and liabilities of the parties hereto shall be construed in accordance with the law of the State of Michigan, without regard to its conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent subject matter jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.

(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(g) If any term or provision of this Agreement is held to be invalid or unenforceable in any situation in any jurisdiction, it shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

THE DETROIT EDISON COMPANY

YPSILANTI TOWNSHIP

By _____

By _____

Printed Name: _____

Printed Name: _____

Its _____

Its _____

Date _____

Date _____

EXHIBIT A

Note: The usage of the notation "N/A" in any of the boxes below means that such matter is not applicable to the transactions contemplated by this Agreement and all sections of this Agreement relating to such matter shall be deemed to have no force and effect (but all other sections of this Agreement, shall otherwise remain in full force and effect).

Municipality where Equipment will be installed		Ypsilanti Township
Specific Location where Equipment will be installed	Holmes Road Phase III – as per Exhibit B attached WO # <u>29840762</u> dated 03/16/2010 which is made part of this agreement.	
Description of Equipment to be installed	Installation of twenty-five (25) "acom" style fixtures with 100 watt high pressure sodium lamp source mounted on 11'6" decorative fiberglass poles and as per street lighting facilities in accordance with Exhibit B WO # <u>29840762</u> dated 03/16/2010 which is made part of this agreement.	
Computation of Street Lighting Contribution In Aid of Construction CIAC Amount	Total Estimated Construction Cost, including labor, materials, and overhead	\$ 118,595.39
	Lamp Charges for 3 yrs	\$ 23,386.46
	Contribution (Cost minus 3 yrs revenue)	\$ 95,208.93
	Total Annual Lamp Charges	\$ 7,795.49
Box 1 Is this a Company designed installation? (check "Yes" or "No")	YES <input type="checkbox"/> (if checked please complete Box: 2 3 4) NO <input checked="" type="checkbox"/> (if checked please complete Box: 5 6)	
Box 2 If Box 1 is checked please select the appropriate Roadway Classification	<input type="checkbox"/> Expressway <input checked="" type="checkbox"/> Major <input type="checkbox"/> Collector <input type="checkbox"/> Local	
Box 3 If Box 1 is checked please select the appropriate Pedestrian Conflict Classification	<input type="checkbox"/> High <input checked="" type="checkbox"/> Medium <input type="checkbox"/> Low	
Box 4 If Box 1 is checked please select the appropriate Pavement Classification	<input type="checkbox"/> R1 <input type="checkbox"/> R2 & R3 <input type="checkbox"/> R4	
Box 5 Does the Customer lighting design requested meet IESNA recommended practices? (check "Yes" or "No")	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (if checked please complete Box: 6)	
Box 6 If the Customer lighting design does not meet IESNA recommended practices, the Customer must sign the block to the right.	_____ (Customer signature indicating acknowledgement the lighting design does not meet IESNA recommended practices)	
Box 7 New Residential Subdivision?	YES <input type="checkbox"/> (if checked please complete Box: 8) NO <input checked="" type="checkbox"/>	
Box 8 If Box 7 is checked Yes, and customer authorizes installation prior to 80% occupancy, Customer signature required	_____ (Customer acknowledgement that lighting is being installed prior to 80% occupancy)	
Customer Address for Notices		

The Office of

Community Development

110 N. Fourth Ave., Suite 300 • P.O. Box 8647, Ann Arbor, MI 48107
Phone (734) 622-9025 • Fax (734) 622-9022



Achieving a socially and economically diverse community

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

January 8, 2010

Dear Karen Lovejoy Roe,

Washtenaw County wishes to amend the contract with the Charter Township of Ypsilanti. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the Service Contract between Washtenaw County and the Charter Township of Ypsilanti **CR #41289** as follows:

Amend the amount of the contract for Demolition purposes. This will be reduced from the original amount of \$200,000 to \$195,350. This reduction in funding is attributed to an involuntary displacement benefit incurred from tenants at 2403 E. Michigan Ave. Ypsilanti, MI 48198.

In addition, Attachment C on page 13 of the contract (Project Budget) will be amended to reflect the reduction in Demolition funding. The Project budget has been amended to the following:

ATTACHMENT C: PROJECT BUDGET

SUMMARY OF TERMS:

The COUNTY agrees to pay to or on behalf of the TOWNSHIP the sum of \$195,350.00 of COUNTY NSP Funds according to the according to the budget below.

PROJECT BUDGET:

PROJECT BUDGET		
REVENUE SOURCE(S):	THIS REQUEST	
Grant Amounts	\$195,350.00	
Other Support (In-Kind)		
Total Revenues	\$195,350.00	
PROGRAM EXPENSES	THIS REQUEST	
Personnel, Taxes & Fringe Benefits	\$39,070.00	
Contractor fees & legal fees	\$156,280.00	
Total Expenditures	\$195,350.00	

*All other terms and conditions remain the same as in the original contract.

ATTEST:

WASHTENAW COUNTY

Lawrence Kestenbaum (DATE)
County Clerk/ Register

(County Administrator, Purchasing Manager or
Chair of the Board)

ACCEPTED BY:

ACCEPTED BY:

Karen Lovejoy Roe (DATE)
Township Clerk

Brenda Stumbo (DATE)
Township Supervisor

The Office of

Community Development

110 N. Fourth Ave., Suite 300 • P.O. Box 8647, Ann Arbor, MI 48107
Phone (734) 622-9025 • Fax (734) 622-9022



Achieving a socially and economically diverse community

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

April 6, 2010

Dear Karen Lovejoy Roe,

Washtenaw County wishes to amend the contract with the Charter Township of Ypsilanti. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the Service Contract between Washtenaw County and the Charter Township of Ypsilanti **CR #41289** as follows:

Amend the amount of the contract for Demolition purposes. Demolition funding will be increased \$80,000 from the current funding amount of \$195,350. In total, there will now be \$275,350 in funding for Demolition purposes for the Charter Township of Ypsilanti.

In addition, Attachment C on page 13 of the contract (Project Budget) will be amended to reflect the \$80,000 increase in Demolition funding. The Project budget has been amended to the following:

ATTACHMENT C: PROJECT BUDGET

SUMMARY OF TERMS:

The COUNTY agrees to pay to or on behalf of the TOWNSHIP the sum of \$275,350.00 of COUNTY NSP Funds according to the according to the budget below.

PROJECT BUDGET:

PROJECT BUDGET		
REVENUE SOURCE(S):	THIS REQUEST	
Grant Amounts	\$275,350	
Other Support (In-Kind)		
Total Revenues	\$275,350.00	
PROGRAM EXPENSES	THIS REQUEST	
Personnel, Taxes & Fringe Benefits	\$55,070	
Contractor fees & legal fees	\$220,280	
Total Expenditures	\$275,350.00	

*All other terms and conditions remain the same as in the original contract.

ATTEST:

WASHTENAW COUNTY

Lawrence Kestenbaum (DATE)
County Clerk/ Register

(County Administrator, Purchasing Manager or
Chair of the Board)

ACCEPTED BY:

ACCEPTED BY:

Karen Lovejoy Roe (DATE)
Township Clerk

Brenda Stumbo (DATE)
Township Supervisor

We would like to set a public hearing for the consideration for Ford Motor Company's 328 abatement at their Rawsonville facility. We have not yet gotten the investment amount, but I believe it will be between \$10-\$20 million.

Sincerely,

Jennifer Owens, vice president
Business Development
Ann Arbor Spark

734-527-9176
734-355-3939 (cell)
annarborusa.org

OTHER BUSINESS

CHECK REGISTER REPORT

Date: 03/29/2010

Time: 3:05pm

Page: 2

Charter Township of Ypsilanti

BANK: HAND CHECKS

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
150245	03/18/2010	Printed	12673	SARA GARCIA	JUROR COMPENSATION	14.00
150246	03/18/2010	Printed	12675	MICHAEL HARTMANN	JUROR COMPENSATION	14.00
150247	03/18/2010	Printed	12696	KAREN HICKS	JUROR COMPENSATION	14.00
150248	03/18/2010	Printed	8022	RICHARD JAMES HUBER	JUROR COMPENSATION	14.00
150249	03/18/2010	Printed	12698	MARK JAZAYERI-NEJAD	JUROR COMPENSATION	14.00
150250	03/18/2010	Printed	12687	CARRIE KITKO	JUROR COMPENSATION	14.00
150251	03/18/2010	Printed	12670	PAMELA LEMASTER	JUROR COMPENSATION	14.00
150252	03/18/2010	Printed	12681	KIMBERLY LEWIS	JUROR COMPENSATION	14.00
150253	03/18/2010	Printed	12672	JOHN LYSON	JUROR COMPENSATION	14.00
150254	03/18/2010	Printed	12680	KATY MICHELS	JUROR COMPENSATION	14.00
150255	03/18/2010	Printed	12692	TONI MICIK	JUROR COMPENSATION	14.00
150256	03/18/2010	Printed	12646	DONOVAN MOORE	JUROR COMPENSATION	14.00
150257	03/18/2010	Printed	12669	CHARLENE OSBORNE	JUROR COMPENSATION	14.00
150258	03/18/2010	Printed	12694	ZARIE PHILLIPS	JUROR COMPENSATION	14.00
150259	03/18/2010	Printed	12674	JONATHAN PIKE	JUROR COMPENSATION	14.00
150260	03/18/2010	Printed	12690	NINA ROTH	JUROR COMPENSATION	14.00
150261	03/18/2010	Printed	12663	DIANE SCHOOLER	JUROR COMPENSATION	14.00
150262	03/18/2010	Printed	12679	EDWARD SHAHINIAN	JUROR COMPENSATION	14.00
150263	03/18/2010	Printed	12695	REX THORNSBERRY	JUROR COMPENSATION	14.00
150264	03/18/2010	Printed	12693	CYNTHIA TYLER	JUROR COMPENSATION	14.00
150265	03/18/2010	Printed	12686	JOSEPH VITALE	JUROR COMPENSATION	14.00
150266	03/18/2010	Printed	12684	JORDAN WESTON	JUROR COMPENSATION	14.00
150267	03/18/2010	Printed	12677	RAASCH WILLIAMS	JUROR COMPENSATION	14.00
150268	03/18/2010	Printed	12685	LANNY WILLIBEY	JUROR COMPENSATION	14.00
150269	03/18/2010	Printed	12678	CATHERINE WINTERS	JUROR COMPENSATION	14.00
150270	03/18/2010	Printed	12671	RAMIRO ZAIZAR	JUROR COMPENSATION	14.00
150271	03/18/2010	Printed	4779	U.S. BANK, N.A.	BOND & INTEREST - SERIES 2005A	42,318.13
150272	03/24/2010	Printed	5049	BLUE CROSS BLUE SHIELD OF MI	HEALTH INSURANCE - APRIL 2010	169,971.86
150273	03/24/2010	Printed	6263	STANDARD INSURANCE COMPANY	LIFE & DISABILITY - APRIL 2010	3,813.98
150274	03/24/2010	Printed	7005	WASHTENAW COUNTY TREASURER	TRAILER FEES - THRU MAR 23	8,455.00
150275	03/26/2010	Printed	6821	AT & T	ACCT. #734 434-2020 090 1	1,382.85

Accounts Payable Checks - 747,060.06	Total Checks: 71	Bank Total:	260,963.37
Hand Checks - 260,963.37	Total Checks: 71	Grand Total:	260,963.37
GRAND TOTAL			1,008,023.43

CHECK REGISTER REPORT

Date: 03/29/2010

Time: 3:05pm

Page: 1

Charter Township of Ypsilanti

BANK: HAND CHECKS

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
150205	03/10/2010	Printed	6821	AT & T	ACCT. #734 485-1992 091 7	2,223.13
150206	03/10/2010	Printed	0118	DTE ENERGY	GAS & ELECTRIC INVOICES	31,902.42
150207	03/11/2010	Printed	12659	MARSHEL BARBASH	JUROR COMPENSATION	14.00
150208	03/11/2010	Printed	12649	JACQUELYN BERRY	JUROR COMPENSATION	14.00
150209	03/11/2010	Printed	8377	SANDRA LYNN BLEDSOE	JUROR COMPENSATION	14.00
150210	03/11/2010	Printed	12652	RICKY DUNCAN	JUROR COMPENSATION	14.00
150211	03/11/2010	Printed	12664	VINCENT FALZON	JUROR COMPENSATION	14.00
150212	03/11/2010	Printed	5056	SHERRI FOSTER	JUROR COMPENSATION	14.00
150213	03/11/2010	Printed	12655	RACHEL FOX	JUROR COMPENSATION	14.00
150214	03/11/2010	Printed	12661	GLORIA GAYNOR	JUROR COMPENSATION	14.00
150215	03/11/2010	Printed	12666	JOHN HAYES	JUROR COMPENSATION	14.00
150216	03/11/2010	Printed	12662	DAVID HENDRICK	JUROR COMPENSATION	14.00
150217	03/11/2010	Printed	12653	KRISTIN HORCHEM	JUROR COMPENSATION	14.00
150218	03/11/2010	Printed	12643	LARRY JOHNSON	JUROR COMPENSATION	14.00
150219	03/11/2010	Printed	12651	PETER LEVIN	JUROR COMPENSATION	14.00
150220	03/11/2010	Printed	12657	JENNIFER LOZANO	JUROR COMPENSATION	14.00
150221	03/11/2010	Printed	12645	MICHELLE MCCLELLAN	JUROR COMPENSATION	14.00
150222	03/11/2010	Printed	12668	MELISSA NISWONGER	JUROR COMPENSATION	14.00
150223	03/11/2010	Printed	12644	GLORIA PEARSON	JUROR COMPENSATION	14.00
150224	03/11/2010	Printed	12650	JACQUELYN RICHARDS	JUROR COMPENSATION	14.00
150225	03/11/2010	Printed	12336	JHONNY JOSE SALAS	JUROR COMPENSATION	14.00
150226	03/11/2010	Printed	12656	GRETCHEN SCHROEDER	JUROR COMPENSATION	14.00
150227	03/11/2010	Printed	5032	LAURA ANN SENK	JUROR COMPENSATION	14.00
150228	03/11/2010	Printed	12647	STEVEN SHIPMAN	JUROR COMPENSATION	14.00
150229	03/11/2010	Printed	12641	LEE STUTESMAN	JUROR COMPENSATION	14.00
150230	03/11/2010	Printed	12667	JOSEPH TOCCO	JUROR COMPENSATION	14.00
150231	03/11/2010	Printed	12654	NATALIE VICTOR	JUROR COMPENSATION	14.00
150232	03/11/2010	Printed	12642	CHARLES VIGIL	JUROR COMPENSATION	14.00
150233	03/11/2010	Printed	5591	CRYSTAL LYNN VLODYKA	JUROR COMPENSATION	14.00
150234	03/11/2010	Printed	12658	BRIAN VREDEVELD	JUROR COMPENSATION	14.00
150235	03/11/2010	Printed	12660	VALERIE WILLIAMS	JUROR COMPENSATION	14.00
150236	03/11/2010	Printed	12648	MICHAEL WOJCIK	JUROR COMPENSATION	14.00
150237	03/18/2010	Printed	12682	AUBREY ADAMS	JUROR COMPENSATION	14.00
150238	03/18/2010	Printed	12683	LINDA BROWN	JUROR COMPENSATION	14.00
150239	03/18/2010	Printed	12689	DELON CALDWELL	JUROR COMPENSATION	14.00
150240	03/18/2010	Printed	12676	LADELE COCHRAN	JUROR COMPENSATION	14.00
150241	03/18/2010	Printed	12665	RYAN CROTS	JUROR COMPENSATION	14.00
150242	03/18/2010	Printed	12697	EMILY DIETRICH	JUROR COMPENSATION	14.00
150243	03/18/2010	Printed	12688	DEREK DUFRANE	JUROR COMPENSATION	14.00
150244	03/18/2010	Printed	12691	REGINA FRANSIK	JUROR COMPENSATION	14.00

CHECK REGISTER REPORT

Date: 03/29/2010

Time: 2:55pm

Page: 1

Charter Township of Ypsilanti

BANK:

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
150276	03/29/2010	Printed	0235	ABSOPURE WATER COMPANY	H & C COOLER	55.60
150277	03/29/2010	Printed	8412	ACO HARDWARE	SUPPLIES	96.35
150278	03/29/2010	Printed	0017	ANN ARBOR CLEANING SUPPLY	SUPPLIES	563.22
150279	03/29/2010	Printed	0447	ANN ARBOR SPARK	2010 CONTRIBUTION	5,000.00
150280	03/29/2010	Printed	0022	ANN ARBOR WELDING SUPPLY CO	SUPPLIES	280.65
150281	03/29/2010	Printed	6211	APOLLO FIRE APPARATUS REPAIR	REPLACE BROKEN TELE-LIGHT POLE	267.51
150282	03/29/2010	Printed	0675	ARBOR VACUUM & SMALL APPLIANCE	SUPPLIES	48.80
150283	03/29/2010	Printed	15759	ASBESTOS ABATEMENT INCORPORATE	ASBESTOS BUILDING SURVEY	950.00
150284	03/29/2010	Printed	1387	ATLAS PEN AND PENCIL CORP.	GOLF TEES	317.99
150285	03/29/2010	Printed	0215	AUTO VALUE YPSILANTI	SUPPLIES	332.24
150286	03/29/2010	Printed	6702	BELFOR USA	LOCATION: 1869 EILEEN	315.00
150287	03/29/2010	Printed	15822	BREATHING AIR SYSTEMS	PREVENTATIVE MAINTENANCE	1,124.45
150288	03/29/2010	Printed	6959	BUTZEL LONG	JAN. - PROFESSIONAL SERVICES	9,055.00
150289	03/29/2010	Printed	8416	C. BARRON & SONS	REPLENISH FUEL SUPPLY FOR FIRE	2,319.39
150290	03/29/2010	Printed	3460	CDW GOVERNMENT INC	ANNUAL SYMANTEC BACKUP EXEC RE	7,616.95
150291	03/29/2010	Printed	6015	CENTRON DATA SERVICES	ASSESSMENT NOTICES 2010	1,389.72
150292	03/29/2010	Printed	15820	CENTURY 21 BROOKSHIRE	WEED BILL - WINTER TAX BILL	1,248.92
150293	03/29/2010	Printed	0870	CHARTER TOWNSHIP OF SUPERIOR	BILLING: GREEN OAKS GOLF	26.21
150294	03/29/2010	Printed	15497	CIRQUE AMONGUS	SPRING BREAK CAMP	400.00
150295	03/29/2010	Printed	15452	COLD CUT KRUISE	PRO SHOP RESALE	31.40
150296	03/29/2010	Printed	6341	COM SOURCE	REPLACEMENT PARTS	140.00
150297	03/29/2010	Printed	0363	COMCAST CABLE	ACCT. #09588 290641-01-7	63.76
150298	03/29/2010	Printed	0363	COMCAST CABLE	ACCT. #09588 307929-01-7	206.85
150299	03/29/2010	Printed	0363	COMCAST CABLE	ACCT. #09588 302000-01-0	229.37
150300	03/29/2010	Printed	0363	COMCAST CABLE	ACCT. #09588 352887-01-2	156.90
150301	03/29/2010	Printed	0363	COMCAST CABLE	ACCT. #09588 290692-01-0	79.95
150302	03/29/2010	Printed	0363	COMCAST CABLE	ACCT. #09588 284370-01-0	120.13
150303	03/29/2010	Printed	1312	COMPLETE BATTERY SOURCE	SUPPLIES	70.66
150304	03/29/2010	Printed	3976	CONFINED SPACE SERVICES	CONDUCT TURBINE INSPECTION GEN	700.00
150305	03/29/2010	Printed	0582	CONGDON'S	SUPPLIES	567.69
150306	03/29/2010	Printed	5035	CHESTER COPLEY	MEDICARE REIMBURSEMENT	2,313.60
150307	03/29/2010	Printed	6557	DEB'S CATERING	DINNERS	320.00
150308	03/29/2010	Printed	4706	ED'S GARAGE	REPAIRS	224.07
150309	03/29/2010	Printed	6951	EMERGENCY VEHICLES PLUS	AUTO & TRUCK MAINTENANCE	838.34
150310	03/29/2010	Printed	15525	ENVIRONMENTAL RESPONSE GROUP	CLEAN OUT SLUDGE PITS & CLEAN	5,047.85
150311	03/29/2010	Printed	15762	EXECUTIVE DEVELOPMENT INSTITUT	PROFESSIONAL DEVELOPMENT TRAIN	850.00
150312	03/29/2010	Printed	15186	FCR	CURBSIDE RECYCLING DISPOSAL	561.55
150313	03/29/2010	Printed	6419	FIRE ENGINEERING	SUBSCRIPTION	29.95
150314	03/29/2010	Printed	15421	FLEET SERVICES	GAS & OIL	1,334.66
150315	03/29/2010	Printed	0141	GABRIEL, ROEDER, SMITH &	PROFESSIONAL SERVICES	2,800.00

CHECK REGISTER REPORT

Date: 03/29/2010

Time: 2:55pm

Page: 2

Charter Township of Ypsilanti

BANK:

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
150316	03/29/2010	Printed	15143	MICHAEL GATTI	ATTORNEY FEES	300.00
150317	03/29/2010	Printed	6071	GOVERNMENT FINANCE OFFICERS	PUBLICATIONS	147.00
150318	03/29/2010	Printed	6161	GOVERNMENTAL CONSULTANT	PROFESSIONAL SERVICES	3,000.00
150319	03/29/2010	Printed	6169	GOVERNOR BUSINESS SOLUTIONS	SUPPLIES	50.11
150320	03/29/2010	Printed	0107	GRAINGER	SUPPLIES	107.66
150321	03/29/2010	Printed	0070	GREAT LAKES TELECOM, INC.	MONTHLY CHARGE	137.89
150322	03/29/2010	Printed	11957	GRIFFIN PEST SOLUTIONS	MONTHLY SERVICE - STATION #1	84.00
150323	03/29/2010	Printed	0158	MARK HAMILTON	ATTY FEES - APRIL 2010	1,500.00
150324	03/29/2010	Printed	6402	HASTINGS AIR-ENERGY CONTROL	REPAIR STATIONS #3 PLYMOVENT	1,553.80
150325	03/29/2010	Printed	6547	HERITAGE NEWSPAPERS	PUBLISHING	480.00
150326	03/29/2010	Printed	0503	HOME DEPOT	LATE FEE	328.94
150327	03/29/2010	Printed	15821	IMAGE ONE	EQUIPMENT MAINTENANCE	677.00
150328	03/29/2010	Printed	0505	INSTITUTE OF CONTINUING	SUBSCRIPTION	112.50
150329	03/29/2010	Printed	5641	INTERNATIONAL CODE COUNCIL*	MEMBERSHIP DUES	100.00
150330	03/29/2010	Printed	4467	JOHN DEERE LANDSCAPES	SUPPLIES	306.25
150331	03/29/2010	Printed	15823	BARKHO KHOSHO	REFUND - CASH BOND 1424 ECORSE	51,176.50
150332	03/29/2010	Printed	0391	KONICA MINOLTA - ALBIN	METER CHARGE	117.83
150333	03/29/2010	Printed	6446	LEVEL 3 COMMUNICATIONS, LLC	ACCT. #909649P	1,287.97
150334	03/29/2010	Printed	6467	LOWES	RETURN - INVOICE #18003	566.30
150335	03/29/2010	Printed	0602	MCCALLA'S FEED SERVICE, INC.	BAGGED SALT FOR SIDEWALKS	416.50
150336	03/29/2010	Printed	6057	MICHIGAN RECREATION & PARK	HERSHEY TRACK & FIELD FEES	40.00
150337	03/29/2010	Printed	0040	MSW PRINT & IMAGING	STICKERS	218.77
150338	03/29/2010	Printed	15195	MARK NELSON	MAGISTRATE FEES - APRIL 2010	1,875.00
150339	03/29/2010	Printed	6660	NIKE USA, INC.	PRO SHOP RESALE	2,533.82
150340	03/29/2010	Printed	4591	NISWANDER ENVIRONMENTAL, LLC	PROFESSIONAL SERVICES	920.32
150341	03/29/2010	Printed	2997	OFFICE EXPRESS	SUPPLIES	315.19
150342	03/29/2010	Printed	0309	ORCHARD, HILTZ & MCCLIMENT INC	STORMWATER PERMITTING ASSIST	6,535.75
150343	03/29/2010	Printed	15173	DIANA B. OWINGS	TRANSLATOR FEES	225.00
150344	03/29/2010	Printed	0913	PARKWAY SERVICES, INC.	RENTAL - HYDRO DAM	120.00
150345	03/29/2010	Printed	8061	PEAR BROTHER SOUND & LIGHTING	REPAIRS & MAINTENANCE	85.00
150346	03/29/2010	Printed	6506	PM TECHNOLOGIES, LLC	PREVENTATIVE MAINTENANCE	245.03
150347	03/29/2010	Printed	0339	POST, SMYTHE, LUTZ AND ZIEL	PROFESSIONAL SERVICES	123.75
150348	03/29/2010	Printed	6045	QPS PRINTING	PRINTING AND MAILING OF NEWSLE	626.57
150349	03/29/2010	Printed	6438	RACKSPACE MANAGED HOSTING	HOSTING FEE - MARCH 2010	300.00
150350	03/29/2010	Printed	3214	RENT A WRECK	LEASE	55.00
150351	03/29/2010	Printed	15819	MARK ROBINSON	OVERPAYMENT OF DOG LICENSE	4.00
150352	03/29/2010	Printed	0634	SAM'S CLUB DIRECT	SUPPLIES	492.43
150353	03/29/2010	Printed	11274	SENSAPHONE	UPGRADE STATION ALARM SYSTEM	4,087.31
150354	03/29/2010	Printed	0383	SHERWIN WILLIAMS COMPANY	SUPPLIES	65.78
150355	03/29/2010	Printed	8489	ROLLAND SIZEMORE III	ATTORNEY FEES	300.00

CHECK REGISTER REPORT

Date: 03/29/2010

Time: 2:55pm

Page: 3

Charter Township of Ypsilanti

BANK:

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount		
150356	03/29/2010	Printed	6757	SMETKA HEATING & COOLING	ER REPAIR OF OVERHEATING FURNA	1,481.75		
150357	03/29/2010	Printed	1507	SPARTAN DISTRIBUTORS	REPAIR PARTS	20.27		
150358	03/29/2010	Printed	15362	STANDARD & POOR'S	BOND COST OF ISSUANCE	1,000.00		
150359	03/29/2010	Printed	6384	STAPLES* - ACCOUNT #1026071	SUPPLIES	68.85		
150360	03/29/2010	Printed	6442	STATE OF MICHIGAN D.E.Q.	2009 WATER USE REPORTING FEE	200.00		
150361	03/29/2010	Printed	0632	STERICYCLE INC	MEDICAL WASTE DISPOSAL	37.96		
150362	03/29/2010	Printed	1235	SURE-FIT LAUNDRY COMPANY	LAUNDRY - CIVIC CENTER	1,835.56		
150363	03/29/2010	Printed	0449	SYSCO FOOD SERVICES OF DETROIT	REPLENISHING SNACK BAR	1,666.23		
150364	03/29/2010	Printed	8063	TELEGRATION	ACCT. #8119-0000	35.44		
150365	03/29/2010	Printed	8477	HOMER TURNER	MEDICARE REIMBURSEMENT	2,313.60		
150366	03/29/2010	Printed	6215	UNITED STATES POSTMASTER	POSTAGE	4,785.40		
150367	03/29/2010	Printed	2859	USA MOBILITY WIRELESS, INC	ACCT. #7382798-2	24.51		
150368	03/29/2010	Printed	0497	VAN BUREN STEEL & FABRICATING	MAINTENANCE SUPPLIES	904.70		
150369	03/29/2010	Printed	6920	VARNUM RIDDERING SCHMIDT	PROFESSIONAL SERVICES	38,968.15		
150370	03/29/2010	Printed	1475	VERIZON WIRELESS	ACCT. #385474612-00001	2,095.55		
150371	03/29/2010	Printed	6627	VICTORY LANE	FULL SERVICE OIL CHANGE	26.99		
150372	03/29/2010	Printed	0444	WASHTENAW COUNTY TREASURER#	SHERIFF PATROL	371,057.69		
150373	03/29/2010	Printed	0444	WASHTENAW COUNTY TREASURER#	SHERIFF PATROL	40,384.50		
150374	03/29/2010	Printed	0444	WASHTENAW COUNTY TREASURER#	SHERIFF PATROL	1,510.50		
150375	03/29/2010	Printed	6039	WASTE MANAGEMENT*	REFUSE/EDUCATION/FUEL/TRASH	147,231.53		
150376	03/29/2010	Printed	0480	YPSILANTI COMMUNITY	FUEL CHARGES. - FEB. 2010	1,697.18		
					Total Checks:	101	Bank Total:	747,060.06
					Total Checks:	101	Grand Total:	747,060.06

CHECK REGISTER REPORT

Date: 04/12/2010

Time: 4:24pm

Page: 1

Charter Township of Ypsilanti

BANK: HAND CHECKS

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
150377	03/29/2010	Printed	15824	MARK COOKS, DDS	REFUND - DECEMBER BOR	709.80
150378	03/29/2010	Printed	15825	K & S FAMILY PRACTICE	REFUND - DECEMBER BOR	154.41
150379	03/29/2010	Printed	6215	UNITED STATES POSTMASTER	ENVIRONMENTAL SVCS POSTCARD	3,668.00
150380	03/31/2010	Printed	15406	CHARLES COOPER	REFUND - ROOM RENTAL	80.00
150381	03/31/2010	Printed	15827	VICKI DEGRAFFINIRE	REFUND - ROOM RENTAL	50.00
150382	03/31/2010	Printed	15828	CINDY ERVIN	REFUND - BOLLYFIT	45.00
150383	03/31/2010	Printed	15829	NICOLLE GRAHAM	REFUND - JAR CHEER TEAM	36.43
150384	03/31/2010	Printed	15830	LINDA HAHN	REFUND - ZUMBA	43.00
150385	03/31/2010	Printed	15831	THOMAS INGRAM	REFUND - BELLY DANCE BOOT CAMP	38.00
150386	03/31/2010	Printed	15826	JACQUELINE JONES	REFUND - ROOM RENTAL	80.00
150387	03/31/2010	Printed	15833	ALISHA MOORE	REFUND - ROOM RENTAL	100.00
150388	03/31/2010	Printed	15834	MARY MULLINS	REFUND - ROOM RENTAL	100.00
150389	03/31/2010	Printed	15835	NAKIVA SPRUILL	REFUND - MICRO B-BALL	90.00
150390	03/31/2010	Printed	15836	MARGARET WILKIN	REFUND - BOLLYFIT	36.00
150391	03/31/2010	Printed	5049	BLUE CROSS BLUE SHIELD OF MI	HEALTH INSURANCE - MAR ADJUST	3,256.41
150392	03/31/2010	Printed	2002	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE - APRIL 2010	4,766.04
150393	03/31/2010	Printed	0119	DTE ENERGY**	STREETLIGHTS - FEB. 2010	63,162.14
150394	04/05/2010	Printed	6821	AT & T	ACCT. #734 483-0584 132 0	42.94
150395	04/05/2010	Printed	6821	AT & T	ACCT. #734 483-0776 211 0	68.59
150396	04/05/2010	Printed	6821	AT & T	ACCT. #734 483-0777 627 6	364.27
150397	04/05/2010	Printed	6821	AT & T	ACCT. #734 483-4224 435 5	169.76
150398	04/05/2010	Printed	6821	AT & T	ACCT. #734 483-9550 827 6	34.39
150399	04/05/2010	Printed	6821	AT & T	ACCT. #734 484-3773 758 5	75.38
150400	04/05/2010	Printed	6821	AT & T	ACCT. #734 485-0084 397 9	48.69
150401	04/05/2010	Printed	6821	AT & T	ACCT. #734 485-0881 149 9	120.35
150402	04/05/2010	Printed	6821	AT & T	ACCT. #734 485-1992 091 7	43.57
150403	04/05/2010	Printed	6821	AT & T	ACCT. #734 485-6881 100 9	46.00
150404	04/05/2010	Printed	0118	DTE ENERGY	GAS & ELECTRIC INVOICES	19,811.54

Total Checks: 28 Bank Total: 97,240.71

Total Checks: 28 Grand Total: 97,240.71

Accounts Payable Checks 658,145.39

Hand Checks 97,240.71

Grand Total 755,386.10

CHECK REGISTER REPORT

Date: 04/12/2010

Time: 4:16pm

Page: 1

Charter Township of Ypsilanti

BANK:

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
150405	04/12/2010	Printed	0657	14-B DISTRICT COURT	SMALL CLAIMS	250.00
150406	04/12/2010	Printed	0657	14-B DISTRICT COURT	SMALL CLAIMS	250.00
150407	04/12/2010	Printed	0657	14-B DISTRICT COURT	SMALL CLAIMS	470.00
150408	04/12/2010	Printed	0657	14-B DISTRICT COURT	SMALL CLAIMS	470.00
150409	04/12/2010	Printed	6013	AGGRESSIVE AIR COMPRESSOR	REPAIR STATION 1'S AIR COMPRES	372.83
150410	04/12/2010	Printed	0017	ANN ARBOR CLEANING SUPPLY	SUPPLIES	442.55
150411	04/12/2010	Printed	0447	ANN ARBOR SPARK	2010 ECONOMIC DEV. CONTRACT	10,000.00
150412	04/12/2010	Printed	1464	ANN ARBOR TRANSPORTATION AUTH.	A.A.T.A. CONTRACT	66,113.25
150413	04/12/2010	Printed	0022	ANN ARBOR WELDING SUPPLY CO	SUPPLIES	11.75
150414	04/12/2010	Printed	4085	ART AGE PUBLICATIONS	SENIOR PROGRAM	79.50
150415	04/12/2010	Printed	0909	AT & T*	ACCT. #053 294-5218 001	32.77
150416	04/12/2010	Printed	0039	ATLANTIC WELDING SUPPLY	SUPPLIES	15.00
150417	04/12/2010	Printed	0215	AUTO VALUE YPSILANTI	SUPPLIES	121.73
150418	04/12/2010	Printed	0667	AUTOMATED BUSINESS MACHINES	REPAIRS & MAINTENANCE	173.00
150419	04/12/2010	Printed	15843	KATRINA BREWER	REFUND - ROOM RENTAL	80.00
150420	04/12/2010	Printed	3460	CDW GOVERNMENT INC	MAINTENANCE & SUPPORT FOR JUNI	985.00
150421	04/12/2010	Printed	2930	CITIMORTGAGE, INC.	GOLF CART LEASE - MAY 2010	6,038.46
150422	04/12/2010	Printed	0825	CITY OF YPSILANTI	ROYALTIES DUE	43,699.23
150423	04/12/2010	Printed	15370	CLEVELAND GOLF SRIXON	PRO SHOP RESALE	657.76
150424	04/12/2010	Printed	15452	COLD CUT KRUISE	PRO SHOP RESALE	77.40
150425	04/12/2010	Printed	15840	COMERICA BANK	PROFESSIONAL SERVICES	654.00
150426	04/12/2010	Printed	15840	COMERICA BANK	2005 SERIES B BONDS FEES LOC	7,322.59
150427	04/12/2010	Printed	0582	CONGDON'S	SUPPLIES	14.94
150428	04/12/2010	Printed	0223	CORRIGAN OIL COMPANY	ENGINE OIL NEEDED FOR OUR MACH	454.30
150429	04/12/2010	Printed	7120	DENNEY CONSTRUCTION SERVICES	GOLF COURSE	3,495.00
150430	04/12/2010	Printed	6819	DUNHAM'S SPORTING GOODS	AWARDS	250.00
150431	04/12/2010	Printed	4706	ED'S GARAGE	REPLACEMENT OF STOLEN CATALYTI	612.00
150432	04/12/2010	Printed	15102	ELEMENTS OF EXERCISE	BODY BLAST INSTRUCTION	212.10
150433	04/12/2010	Printed	0470	FOOTJOY	PRO SHOP RESALE	186.21
150434	04/12/2010	Printed	15837	PAUL GLENDON	1/2 ARBITRATOR BILL - HELISEK	500.00
150435	04/12/2010	Printed	1233	GORDON FOOD SERVICE INC.	SUPPLIES	269.22
150436	04/12/2010	Printed	6161	GOVERNMENTAL CONSULTANT	PROFESSIONAL SERVICES	3,000.00
150437	04/12/2010	Printed	0107	GRAINGER	SUPPLIES	500.39
150438	04/12/2010	Printed	0426	GUARDIAN ALARM	LATE FEE	2.23
150439	04/12/2010	Printed	0426	GUARDIAN ALARM	BILLING: GREEN OAKS GOLF	163.11
150440	04/12/2010	Printed	6204	GUARDIAN AUTO GLASS	MAINTENANCE	233.04
150441	04/12/2010	Printed	0158	MARK HAMILTON	ATTY FEES - APRIL 2010	1,500.00
150442	04/12/2010	Printed	6542	HARBOR FREIGHT	TOOLS	3.98
150443	04/12/2010	Printed	6547	HERITAGE NEWSPAPERS	PUBLISHING	134.40
150444	04/12/2010	Printed	15842	JUSTIN HOBBS	REFUND - SOCCER	45.00

CHECK REGISTER REPORT

Date: 04/12/2010

Time: 4:16pm

Page: 2

Charter Township of Ypsilanti

BANK:

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
150445	04/12/2010	Printed	0503	HOME DEPOT	SUPPLIES	273.93
150446	04/12/2010	Printed	0174	HONEYWELL	ENERGY IMPROVEMENT	202,948.92
150447	04/12/2010	Printed	0500	HORNUNG'S	PRO SHOP RESALE - CART WINDSHI	116.00
150448	04/12/2010	Printed	4467	JOHN DEERE LANDSCAPES	MAINTENANCE SUPPLIES	134.77
150449	04/12/2010	Printed	6357	JUMP-A-RAMA	JUMP-A-RAMA INSTRUCTION	818.30
150450	04/12/2010	Printed	6110	KEB INC.	PRINTING OF MONTHLY SR. NEWSLE	261.96
150451	04/12/2010	Printed	15808	KIDDY KEYS	KIDDY KEYS PROGRAM INSTRUCTION	254.80
150452	04/12/2010	Printed	15838	TAMMY KIRK	OVERPAYMENT - 2010 DOG LICENSE	4.00
150453	04/12/2010	Printed	15493	ADAM KURTINAITIS	ELECTRICAL INSPECTIONS	1,505.00
150454	04/12/2010	Printed	0341	LAWSON PRODUCTS, INC.	BOLTS FOR NEW DOCKS	278.75
150455	04/12/2010	Printed	7038	LINCOLN SCHOOL DISTRICT	PYMT OF DELINQ. PERSONAL PROP	64.75
150456	04/12/2010	Printed	6467	LOWES	SUPPLIES	201.00
150457	04/12/2010	Printed	15839	EDWIN & DENISE MAYS	FIRE WITHHOLDING 587 EUGENE	16,112.18
150458	04/12/2010	Printed	0253	MCLAIN AND WINTERS	LEGAL SERVICES - MARCH 2010	89,836.17
150459	04/12/2010	Printed	2942	MICHIGAN TOURNAMENT FLEET, INC	MAINTENANCE CONTRACT - MAY	825.00
150460	04/12/2010	Printed	15195	MARK NELSON	MAGISTRATE FEES - APRIL 2010	1,875.00
150461	04/12/2010	Printed	2095	OBRYAN'S LOCK & KEY	DUPLICATE KEYS	379.25
150462	04/12/2010	Printed	2997	OFFICE EXPRESS	SUPPLIES	197.40
150463	04/12/2010	Printed	1081	OKINAWAN KARATE CLUB	KARATE INSTRUCTION	583.10
150464	04/12/2010	Printed	0309	ORCHARD, HILTZ & MCCLIMENT INC	ISLAMIC CENTER - 315 S. FORD	8,185.50
150465	04/12/2010	Printed	0319	PITNEY BOWES INC.*^	EQUIPMENT RENTAL	1,860.00
150466	04/12/2010	Printed	6506	PM TECHNOLOGIES, LLC	REPLACE RADIATOR ON GENERATOR	967.50
150467	04/12/2010	Printed	5727	PREMIUMS PLUS MORE	SHIRTS FOR ADULT RACQUETBALL L	294.00
150468	04/12/2010	Printed	0722	PRINTING SYSTEMS	REPLENISH STOCK FOR QVF SUPPLI	560.20
150469	04/12/2010	Printed	6600	PRIORITY ONE EMERGENCY	REPLACE LED TAIL LIGHT ASSEMBL	672.33
150470	04/12/2010	Printed	11340	RECYCLE ANN ARBOR	SWITCHOUT RECYCLE BOX	7,525.00
150471	04/12/2010	Printed	15841	MARY REDFERN	REFUND - ROOM RENTAL	100.00
150472	04/12/2010	Printed	15386	RICOH AMERICAS CORPORATION	EQUIPMENT RENTAL	84.91
150473	04/12/2010	Printed	0376	SCHOOLCRAFT COLLEGE	EDUCATION	90.00
150474	04/12/2010	Printed	6288	SIGNS BY TOMORROW	SUPPLIES	96.90
150475	04/12/2010	Printed	1507	SPARTAN DISTRIBUTORS	REPAIR PARTS	22.52
150476	04/12/2010	Printed	0399	SPEARS FIRE & SAFETY SERVICE	FIRE & SAFETY SERVICES	235.85
150477	04/12/2010	Printed	3212	STANLEY CONVERGENT SECURITY	BILLING: FORD LAKE PARK	711.27
150478	04/12/2010	Printed	1235	SURE-FIT LAUNDRY COMPANY	LAUNDRY - FIRE DEPT.	912.12
150479	04/12/2010	Printed	0449	SYSCO FOOD SERVICES OF DETROIT	PRO SHOP RESALE	233.43
150480	04/12/2010	Printed	15175	T.E.A.M.	EMPLOYEE ASSISTANCE PROGRAM	957.60
150481	04/12/2010	Printed	4402	TDS METROCOM	ACCT. #825 609 0021	883.24
150482	04/12/2010	Printed	8063	TELEGRATION	ACCT. #8119-0000	40.12
150483	04/12/2010	Printed	1423	TRI-COUNTY INTERNATIONAL TRUCK	AUTO MAINTENANCE	350.24
150484	04/12/2010	Printed	1637	TURF GRASS INC.	CHEMICALS	159.70

CHECK REGISTER REPORT

Date: 04/12/2010

Time: 4:16pm

Page: 3

Charter Township of Ypsilanti

BANK:

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
150485	04/12/2010	Printed	15131	U.S. BANK, N.A.	ADMIN FEES FOR 2005B TAX BOND	1,500.00
150486	04/12/2010	Printed	4779	U.S. BANK, N.A.	BOND & INTEREST PAYMENT	97,982.50
150487	04/12/2010	Printed	0216	VAC SALES	SUPPLIES - TAX EXEMPT	28.00
150488	04/12/2010	Printed	7045	VAN BUREN SCHOOL DISTRICT	PYMT OF DELINQ. PERSONAL PROP	19,007.76
150489	04/12/2010	Printed	0497	VAN BUREN STEEL & FABRICATING	MAINTENANCE SUPPLIES - FLP	28.00
150490	04/12/2010	Printed	1475	VERIZON WIRELESS	ACCT. #385474612-00001	2,239.94
150491	04/12/2010	Printed	7035	WASHTENAW COMMUNITY COLLEGE#	PYMT OF DELINQ. PERSONAL PROP	4,959.22
150492	04/12/2010	Printed	7005	WASHTENAW COUNTY TREASURER	PYMT OF DELINQ. PERSONAL PROP	15,938.42
150493	04/12/2010	Printed	0444	WASHTENAW COUNTY TREASURER#	JULY & DEC 2009 BOR CHARGEBKS	6,570.79
150494	04/12/2010	Printed	7042	WASHTENAW INTERMEDIATE	PYMT OF DELINQ. PERSONAL PROP	1,422.46
150495	04/12/2010	Printed	0631	WASTE MANAGEMENT	ACCT. #389-0054729-1389-5	563.88
150496	04/12/2010	Printed	7044	WAYNE ISD	PYMT OF DELINQ. PERSONAL PROP	3,418.70
150497	04/12/2010	Printed	3695	WEINGARTZ	MAINTENANCE PARTS FOR WALK BEH	61.92
150498	04/12/2010	Printed	7036	WILLOW RUN SCHOOL DISTRICT	PYMT OF DELINQ. PERSONAL PROP	724.25
150499	04/12/2010	Printed	4263	WOLVERINE FREIGHTLINER	ANNUAL DOT INSPECTION	1,489.86
150500	04/12/2010	Printed	0480	YPSILANTI COMMUNITY	ACCT. #4-037-360200-01	253.53
150501	04/12/2010	Printed	7034	YPSILANTI DISTRICT LIBRARY	PYMT OF DELINQ. PERSONAL PROP	3,669.59
150502	04/12/2010	Printed	7039	YPSILANTI SCHOOL DISTRICT	PYMT OF DELINQ. PERSONAL PROP	6,019.88
150503	04/12/2010	Printed	6417	YPSILANTI TWP PETTY CASH	REIMBURSE PETTY CASH	296.39
150504	04/12/2010	Printed	0729	ZEP MANUFACTURING COMPANY	SUPPLIES	464.85
					Total Checks: 100	Bank Total: 658,145.39
					Total Checks: 100	Grand Total: 658,145.39