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

## CHARTER TOWNSHIP OF YPSILANTI SPECIAL MEETING

Thursday, May 27, 2010 at 1:30 p.m.
Board Room, Civic Center, 7200 S. Huron River Drive,
Ypsilanti Township

### **AGENDA**

A Special Meeting of the Charter Township of Ypsilanti Board of Trustees has been called by Supervisor Brenda Stumbo, Clerk Karen Lovejoy Roe and Treasurer Larry Doe to consider the following items:

- 1. Request authorization to initiate legal action in Washtenaw County Circuit Court to abate public nuisance for project known as "Liberty Square"
- Request authorization to initiate legal action in Washtenaw County Circuit
  Court to abate public nuisance for the property located at 2997 Washtenaw
  Avenue, commonly referred to as "Zeer Security"
- 3. Ypsilanti Township / Lincoln Consolidated Schools Collaboration Contract

### 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

May 20, 2010

Brenda Stumbo, Supervisor Karen Lovejoy Roe, Clerk Larry Doe, Treasurer Charter Township of Ypsilanti 7200 South Huron River Drive Ypsilanti, MI 48197

Re: Request for Authorization to Proceed to Circuit Court to Abate Nuisance at the project known as "Liberty Square"

### Dear Township Officials:

In recent weeks a number of meetings have been held at the request of Catherine McClary, Washtenaw County Treasurer with respect to the above project. On *March 31, 2010*, the Washtenaw County Treasurer became the official titled owner by reason of tax foreclosure of sixty-three units in what is commonly known as "Liberty Square." These units had previously belonged to an entity known as Grove Park Homes LLC. As a result, the treasurer is now the plurality owner (most units owned by a single entity) in the complex. Grove Park Homes LLC still retains ownership of at least seventeen units that were not the subject of the foreclosure. Grove Park's Home Improvement Association ("Association") owns approximately twenty-eight units. Of the remaining forty-three units, one person owns five, five people own two, and twenty-eight people each own one unit.

On *April 23, 2010*, the Office of Community Standards sent, by first class mail, an extensive "Notice of Violation" (NOV) to Grove Park Homes Improvement Association. A copy of that NOV is attached. On *April 24, 2010* Mike Radzik, Director of OCS, personally served a copy of the Notice of Violation on Joseph L. Koenig, resident agent for the Association. Although the NOV allows the Association until *May 29, 2010* to correct the violations, there is little doubt that this is not likely to happen.

The violations to the exterior of the complex are the responsibility of the Association to maintain. The Association is officially comprised of the owners of all 151 units. The extensive nature of the exterior violations makes the continued

Township Board Re: Liberty Square May 20, 2010 Page 2 of 2

occupancy of all units a problem. Building Director Fulton indicates that if the situation is not remedied, his department will revoke the occupancy permits for all units, post them, and provide a reasonable time, for occupants to relocate. As drastic a measure as this might seem, there appears to be no other reasonable alternative. The units owned by the County Treasurer have already been condemned and placarded.

In the event the Association does not comply with the corrections demanded, it is clear to all involved that it will become necessary to file an action to abate the existing nuisance at this location with the Washtenaw County Circuit Court. Therefore, please accept this letter as Township legal counsel's request that the Township Board at its next scheduled Board meeting authorize Township legal counsel, if necessary, to proceed to Washtenaw County Circuit Court for the purpose of filing an action against the Association and any other necessary parties to obtain an Order to abate this nuisance.

Sincerely,

Dennis O. McLain

denin O. M. Jain

/js

cc: Trustees Currie/Eldridge/Martin/Sizemore

Dan Dzierbicki Bill Elling Ron Fulton Joe Lawson Mike Radzik

Wm. Douglas Winters



### Office of Community Standards

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

## Office of Community Standards NOTICE OF VIOLATION

**Date**: April 23, 2010

To: Grove Park Homes Improvement Association

P.O. Box 611

Belleville, MI 48112

GPHIA c/o Resident Agent Joseph L. Koenig

3062 Chandler Ave Lincoln Park, MI 48146

Be advised that the exterior building surfaces and common areas of the property known as Grove Park, also previously known as Liberty Square, in the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, was inspected by the Office of Community Standards. The inspection resulted in observation and documentation of violations of the following sections of the Property Maintenance 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-305.2.1 Rubbish storage facilities:

The owner of every occupied premise shall supply approved covered containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish.

#### PM-305.3 Disposal of garbage:

Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers.

#### ALL EXTERIOR BLIGHT MUST BE REMOVED FROM THE PROPERTY.

#### PM-302.8 Motor Vehicles:

Except as provided for in other regulations, no inoperative or unlicensed motor vehicles 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. Painting 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 lawfully registered with registration plate properly affixed or removed from property or stored inside a garage.

### ALL MOTOR VEHICLES WHICH ARE IN VIOLATION OF THIS SECTION MUST BE REMOVED FROM THE PROPERTY.

#### 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.

ALL EXPOSED WOOD, OPEN HOLES, WINDOWS, DOORS, TRIM, FENCES, CEMENT BARRIER WALLS, METAL SURFACES, ETC., MUST BE REPAIRED AND ALL VIOLATIONS OF THESE SECTIONS MUST BE CORRECTED.

#### **PM-303.3 Premises identification:**

Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102mm) high with a minimum stroke width of 0.5 inch (12.7mm).

## ANY AND ALL INDIVIDUAL HOME UNITS MUST MEET THE CONDITIONS OF THIS SECTION.

### **PM-303.4 Structural members:**

All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

ALL STRUCTURAL MEMBERS WHICH ARE IN VIOLATION MUST BE CORRECTED SO AS TO COMPLY WITH THIS SECTION.

### **PM-303.5 Foundation Walls:**

All foundation walls shall be maintained plumb and free from cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

## ALL FOUNDATION WALLS WHICH ARE IN VIOLATION MUST BE CORRECTED SO AS TO COMPLY WITH THIS SECTION.

### 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.

## ALL EXTERIOR WALLS WHICH ARE IN VIOLATION MUST BE CORRECTED SO AS TO COMPLY WITH THIS SECTION.

#### 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.

## ALL ROOFS AND DRAINS WHICH ARE IN VIOLATION MUST BE CORRECTED SO AS TO COMPLY WITH THIS SECTION.

### **PM-303.9 Overhang extensions:**

All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes, and exhaust ducts 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.

## ALL OVERHANGS AND EXTENSIONS WHICH ARE IN VIOLATION MUST BE CORRECTED SO AS TO COMPLY WITH THIS SECTION.

### PM-303.13 Window and door frames:

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

### ALL WINDOWS AND DOOR FRAMES WHICH ARE IN VIOLATION MUST BE CORRECTED SO AS TO COMPLY WITH THIS SECTION.

### 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.

## ALL WINDOWS WHICH ARE IN VIOLATION MUST BE CORRECTED SO AS TO COMPLY WITH THIS SECTION.

### **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.

### ALL EXTERIOR DOORS WHICH ARE IN VIOLATION MUST BE CORRECTED SO AS TO COMPLY WITH THIS SECTION.

### 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.

# ALL ELECTRICAL SYSTEMS LOCATED ON THE EXTERIOR OF THE PROPERTY WHICH ARE IN VIOLATION MUST BE CORRECTED SO AS TO COMPLY WITH THIS SECTION.

You are further advised that on 05/29/2010 your property will be re-inspected for compliance with applicable codes. Failure to comply with the property maintenance code and/or other ordinances will result in the initiation of legal action to abate the nuisance and non-compliant conditions

A copy of this Notice of Violation was sent by first class mail to the address of record of the Grove Park Homes Improvement Association and its resident agent, Joseph L. Koenig.

Violations of the Property Maintenance Code are municipal civil infractions cited in the 14-B District Court and carrying a penalty of \$100 to \$500 per occurrence for each offense. The Township may also seek to abate a public nuisance through the circuit court of jurisdiction pursuant to authorization by the Board of Trustees.

Questions or concerns about this Notice of Violation may be directed to the Ordinance Department at (734) 485-4393.



### Office of Community Standards

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

### Memorandum

To: Township Board of Trustees

From: Joseph Lawson, Planning and Development Coordinator

Date: May 21, 2010

Re: 2997 Washtenaw – Zeer Security

As you may recall, during a recent Board Meeting, the Board of Trustees authorized Township Attorney Winters to "call" the posted sureties for the property located at 2997 Washtenaw Avenue due to the fact the property owner has failed to make any progress in completing his approved site plan.

On May 5, 2010, the Township Development Team took the opportunity to meet with the registered property owner, Mr. Eddie Zeer to discuss the ongoing issues related to the property. Mr. Zeer was informed once again that his approved site plan has expired and the Township was in the process of calling his bonds. He was further advised that the building was in deplorable condition and is considered a blighted structure and must be dealt with immediately. Mr. Zeer then requested an opportunity to review the situation and get back with staff as to whether or not he would move forward with a renovation of the building or a demolition. Staff agreed to allow a short period of time to allow the property owner to review this situation. Staff gave Mr. Zeer until May 14<sup>th</sup> to enact a plan to either renovate the building or demolish it.

On May 17<sup>th</sup>, I received notice from "Happy's Pizza" that they have signed a lease for the property and further requested until June 3<sup>rd</sup> to make a decision on whether they would pursue the building renovation or demolition. Three days later, on May 21<sup>st</sup>, I also received a request from Mr. Zeer requesting that his previously approved plan be presented once again to the Planning Commission for re-approval. Please note, this will be the third approval of the plan should the Commission consider said plan.

With that said, I respectfully request that the Board of Trustees authorize the Township Attorney, if necessary, to begin legal proceedings within Circuit Court to have the blighted structure demolished and the site restored to an acceptable condition.

If I can answer any questions you may have, please do not hesitate in contacting me.



### 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**: March 17, 2010

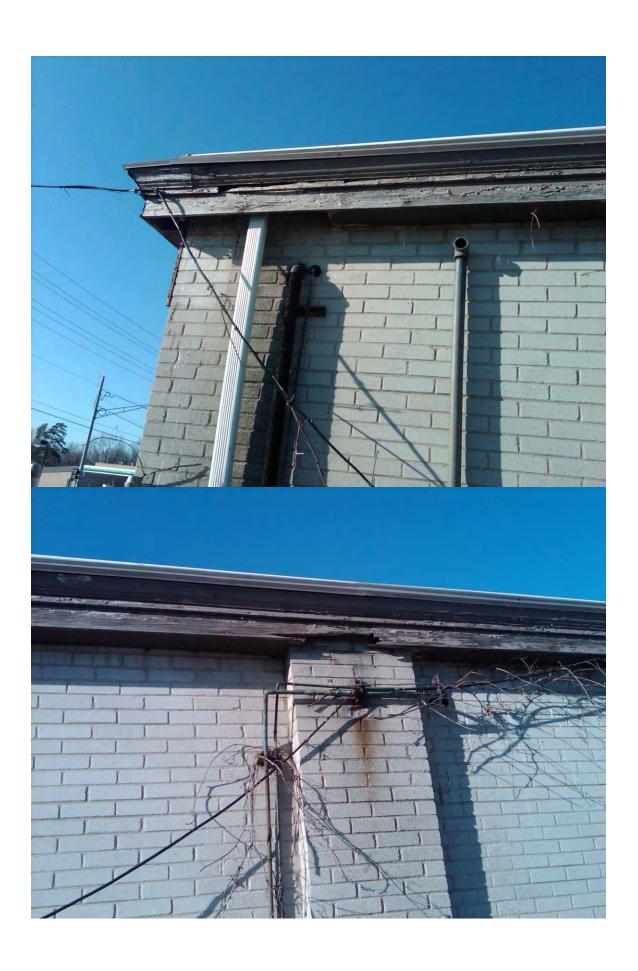
To: Eddie Zeer

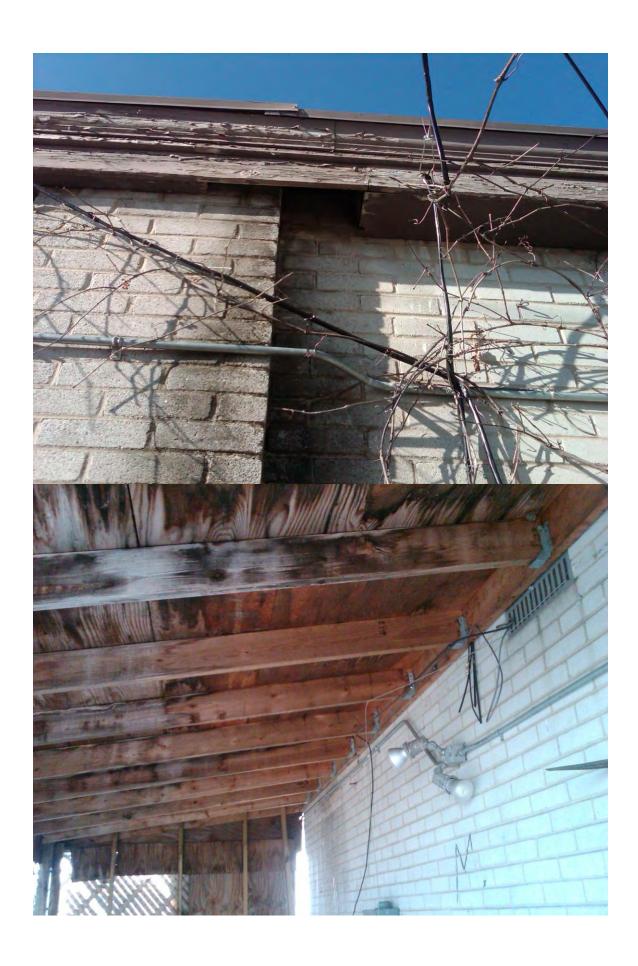
Please be advised that on your property located at 2997 Washtenaw in The Charter Township of Ypsilanti, County of Washtenaw, State of Michigan was inspected by Ron Fulton, (rfulton@ytown.org). The inspection of that address indicates that the following violations exist:

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. Remove building and all appurtenances thereto including, parking lot, lights, signs, poles, etc.





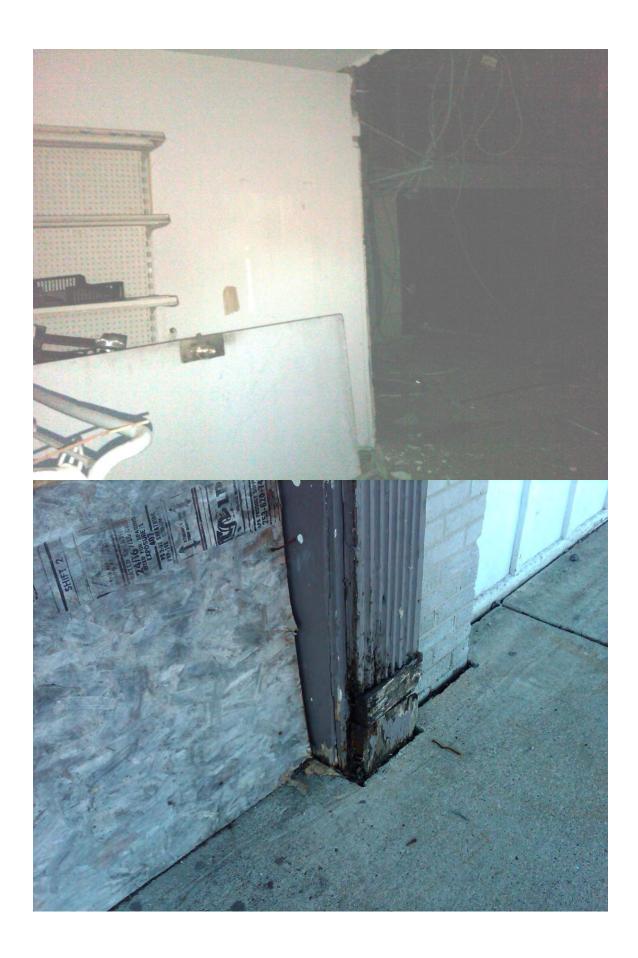


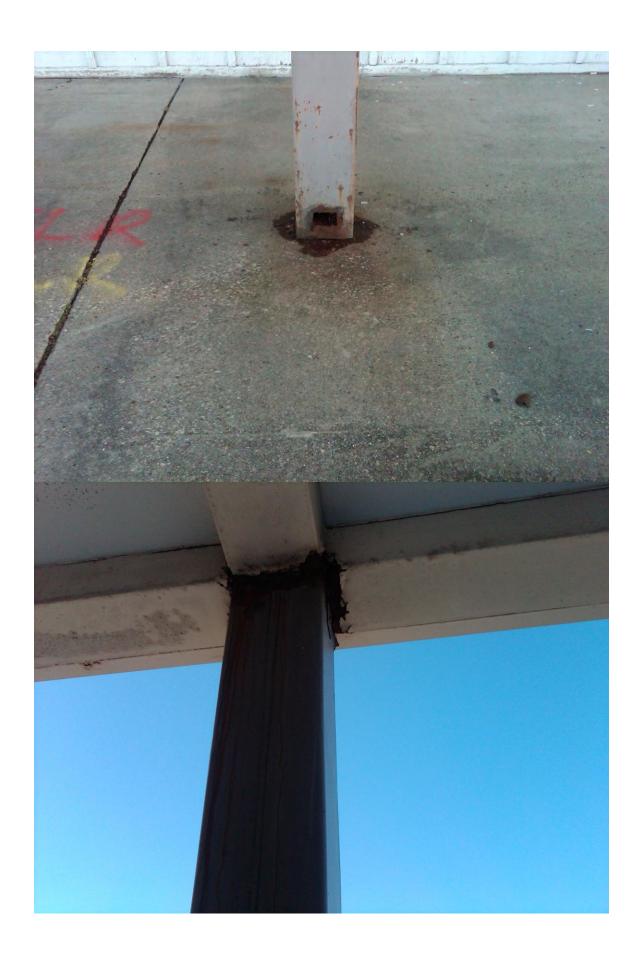


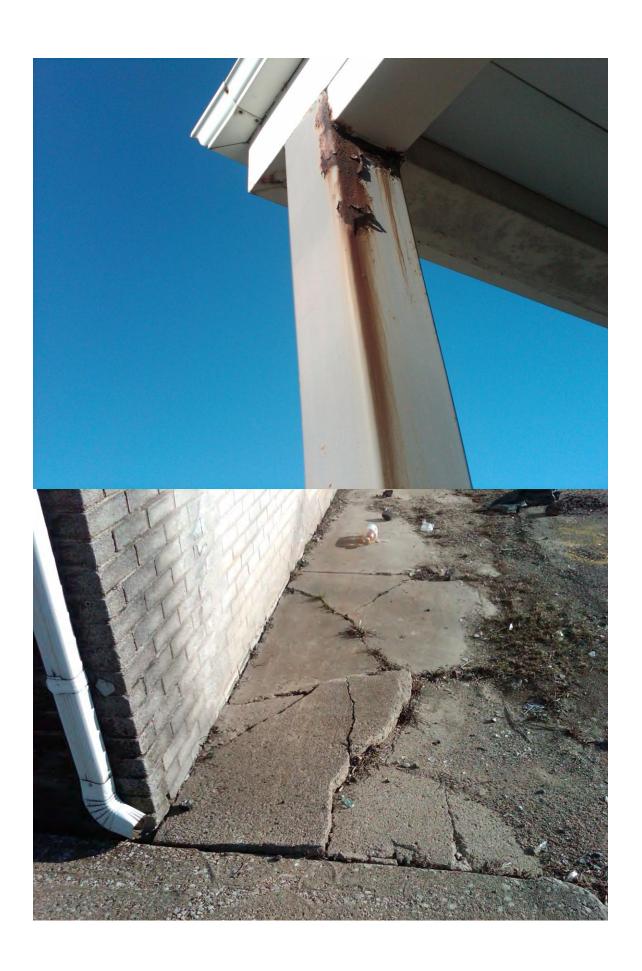








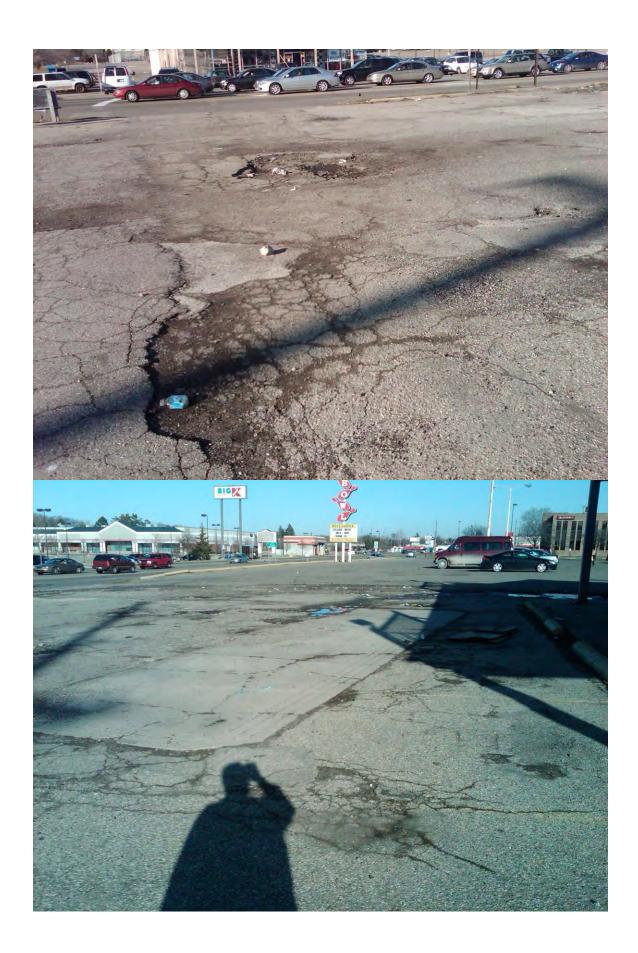


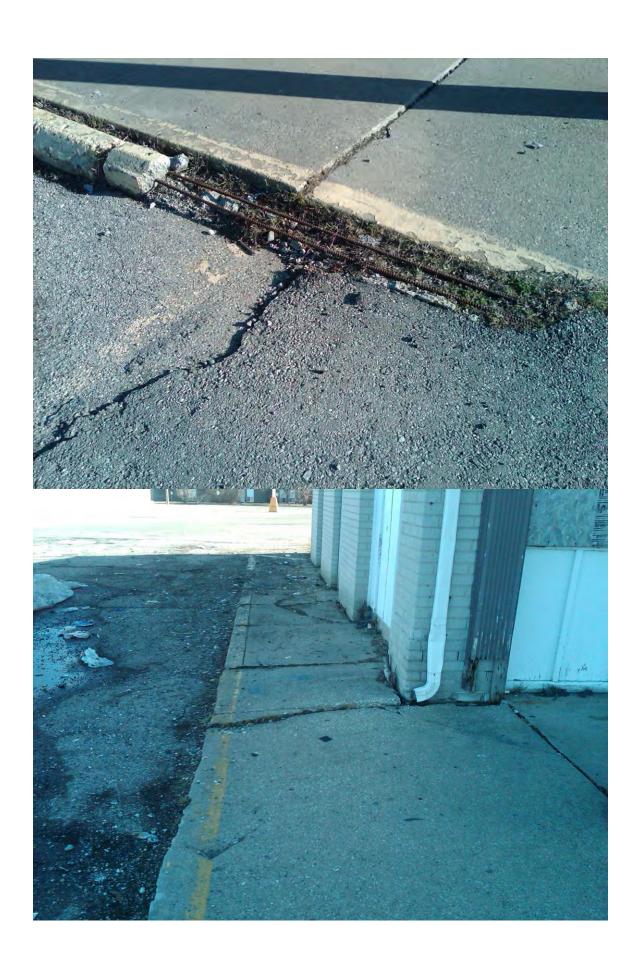














**Charter Township of Ypsilanti Code of Ordinances** 

#### 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:

(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.
- (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-109.1 Imminent danger.** When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

**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.

The structure at the above address is hereby ordered demolished. A permit for demolition shall be secured within 30 days from today's date and the structure removed within 60 days from today's date. 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.

Building Permit BP09-0876 is also revoked, pursuant to MBC 2006 105.6 Suspension or revocation. The building official is authorized to suspend or revoke a permit issued under the provisions of this code wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation or any of the provisions of this code: there is no current site plan approved through the Planning Department.

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).



### Office of Community Standards

7200 S. Huron River Drive Ypsilanti, MI 48197

www.ytown.org

May 14, 2010

To: Brenda Stumbo, Supervisor

Karen Lovejoy Roe, Clerk Larry Doe, Treasurer

W. Douglas Winters, Attorney

From: Mike Radzik, Director of Community Standards

Subject: Request for Attorney Review and Board Approval of School Deputy

**Collaboration Contract** 

Copy: Township Board

Lt. Jim Anuszkiewicz

Julie Chaffee, WCSO Business Manager

Enclosed you will find a copy of the proposed contract agreement between the Township, Washtenaw County and the Sheriff's Office to assign the Lincoln Consolidated School District contract deputy to the Township for the summer months.

This proposed contract requires review by our attorney for proper form.

A budget amendment funding this proposal was approved by the Board of Trustees on May 5, 2010.

### Details of the contract proposal are as follows:

Term of Contract: June 13, 2010 through September 4, 2010

Length of Contract: 12 weeks

Cost of Contract: \$33,416.07

Fully loaded annual contract deputy cost: \$144,803

Prorated weekly cost: \$2,784.67Prorated 12-week cost: \$33,416.07

Deployment of this resource will be done by special assignment with flexible hours and varying work assignments as directed by agreement between the operational lieutenant and police service administrator.

Please place this item on the agenda for the next available meeting of the Board of Trustees for consideration. Please contact me with any questions or concerns about this proposal.

# AGREEMENT TO ASSIGN THE LINCOLN CONSILIDATED SCHOOL DISTRICT CONTRATUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD OF JUNE 13, 2010 THROUGH SEPTEMBER 4, 2010

AGREEMENT is made this \_\_\_\_\_\_ day of May, 2010 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Drive, Ypsilanti, Michigan, ("Township"), the LINCOLN CONSOLIDATED SCHOOL DISTRICT, located at 8970 Whittaker Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF's OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

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

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

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 13, 2010 through September 4, 2010 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

WHEREAS, the School deputy will be reassigned to the Township of Ypsilanti, thereby lessening the likelihood of deputies from neighboring jurisdictions being called in to respond to calls in this area.

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

NOW THEREFORE, the parties agree as follows:

### ARTICLE I – Assignment of Contractual Deputy

The parties agree that beginning on June 13, 2010 and concluding on September 4, 2010, the contractual deputy assigned to Lincoln Consolidated School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Lincoln Consolidated School District.

#### ARTICLE II - TERM

This contract shall begin on June 13, 2010 and continue through September 4, 2010.

### ARTICLE III - PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$33,416.07, payable by the Township as follows: June invoice--\$8,354.02; July invoice--\$11,138.69; August invoice--\$11,138.69; and September invoice of \$2,784,67.

### ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

### ARTICLE V - EXTENT OF CONTRACT

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

YPSILANTI TOWNSHIP	WASHTENAW COUNTY	
By:	By: Verna McDaniel County Administrator	(DATE)
WASHTENAW COUNTY SHERIFF	"S OFFICE	
By: Jerry Clayton Sheriff		
APPROVED AS TO FORM:	ATTESTED TO:	
By: Curtis N. Hedger Office of Corporation Counsel	By: Lawrence Kestenbaum County Clerk/Register	(DATE)
h: contracts/polservesummer		