

WORK SESSION AGENDA
CHARTER TOWNSHIP OF YPSILANTI
TUESDAY, OCTOBER 5, 2010

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

6:00 P.M.

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

1. DISCUSS SETTLEMENT AGREEMENT REGARDING DEMOLITION OF PROPERTY LOCATED AT 2158 WOODALE
2. DISCUSS LUNCH HOUR
3. ISO UPDATE BY CHIEF COPELAND
4. REVIEW AGENDA
5. OTHER DISCUSSION

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)

September 30, 2010

Karen Lovejoy Roe, Clerk
Attn: Nancy Wrybkowski
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, MI 48197

**Re: Charter Township of Ypsilanti v DON A. RYBACK, a/k/a DONALD A. RYBACK, CHERYL E. RYBACK, and CHASE MANHATTAN MORTGAGE CORPORATION AS SUCCESSOR TO THE SIMPSON MORTGAGE COMPANY, Individually.
Washtenaw County Circuit Court Case No.: 10-119-CZ;
Honorable Donald E. Shelton**

2158 Woodale, Ypsilanti Township, Washtenaw County, Michigan

Place on Agenda to Discuss at Next Regularly Scheduled Board Meeting October 5, 2010

Dear Township Clerk:

Per my discussion with Nancy Wrybkowski, please place the above matter on the Township Board's agenda for the next meeting to discuss a proposed settlement agreement. This involves the demolition taking place at 2158 Woodale.

I am attaching a copy of the proposed agreement. Please feel free to call the undersigned if there are any questions or concerns. Thank you for your assistance.

Sincerely,



Dennis O. McLain

js/enc.

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between the Charter Township of Ypsilanti ("Township") and Chase Manhattan Mortgage Corporation as successor to the Simpson Mortgage Company (collectively "Chase"):

WHEREAS the subject real property located in the Township of Ypsilanti, County of Washtenaw and State of Michigan and described as follows:

Lot 1094, Huron Dam Subdivision, as recorded in Liber 6 of Plats, Page 55, Washtenaw County Records.

Parcel #K-11-24-211-014

and commonly known as 2158 Woodale, Ypsilanti Township, MI ("the Property").

WHEREAS CHASE has a mortgage on the Property.

WHEREAS the Property is unsanitary, a fire hazard, unsafe to inhabit and has sustained serious damage and CHASE, and Ypsilanti agree that the damage is so severe and unsafe that the structures on the Property should be demolished.

WHEREAS the Charter Township of Ypsilanti commenced litigation against the Rybacks and CHASE in the Washtenaw County Circuit Court, Case 10-119-CZ ("the litigation"), for the purpose of obtaining an Order compelling the Rybacks and CHASE to

demolish the structures on the premises and otherwise abate nuisances that may exist on the Property.

WHEREAS, the Rybacks have previously consented to an order requiring the demolition of all structures on the premises (March 24, 2010).

WHEREAS the Township and Chase have undertaken settlement discussions which have resulted in the settlement set forth in this Agreement. The Rybacks are not a party to this settlement agreement.

WHEREFORE, for the mutual promises contained herein, the parties agree as follows:

1. CHASE authorizes Township to demolish the damaged house and all other structures including but not necessarily limited to the fences, sheds, septic tanks, septic fields, and remove the debris from the Property.

2. The Township may hire one (1) or more outside contractors of the Township's choosing to accomplish the demolition, removal and cleanup.

3. CHASE will reimburse the Township for the cost of the demolition, not to exceed the amount of \$16,785.44 as follows:

a.	demolition contractor	\$15,650
b.	Township administrative costs	<u>\$1,135.44</u>
		\$16,785.44

The Township shall present a bill to Chase, through its legal counsel, within sixty days (60) days of the demolition.

4. The Township agrees to re-assess the Property for property tax purposes as may be consistent with the status of the Property as a vacant parcel at the next Regular Property Tax Assessment Hearing.

5. Upon demolition and reimbursement for such, the parties shall stipulate to a dismissal of the litigation as to Chase with prejudice and, subject to the above, without costs, attorney fees or interest to any party.

6. The Township agrees so long as CHASE or any of its successors or assigns only holds a mortgage interest in the property the Township shall not seek from CHASE or its successors or assigns any amounts or contributions for the future maintenance, upkeep or repair of the property, except as follows: if the Township is required to mow the grass in accordance with its blight/noxious weeds ordinance, Chase understands that these charges will be recorded upon the property tax rolls as required by law.

7. The parties acknowledge that, prior to approval, this Agreement was presented to and deliberated by the Township's governing Board of Trustees in accordance with the applicable requirements and provisions as contained in the Michigan Open Meetings Act.

8. This document contains the entire agreement between the parties and may not be modified except in a writing signed by the parties.

9. This document may be executed in counterparts and remain fully enforceable.

10. By signing this document, the representative of each of the parties hereby affirms that he/she has full authority to enter into and sign this Agreement on behalf of the respective party for which they sign.

11. The Parties hereby declare that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a complete and final settlement and termination of all claims and rights in the Litigation. The Parties declare and represent that no promises, inducements, or agreement not herein expressed have been made to them with respect to this Agreement.

12. This Agreement shall be interpreted and enforced according to the laws of the State of Michigan.

13. All the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the fiduciaries, heirs, successors, and assigns of the Parties hereto.

14. Each Party agrees to sign and deliver all documents, instruments, certificates and applications, and take all other actions, which may be deemed reasonably necessary by the other Parties to consummate and effectuate the transactions contemplated by this Agreement.

15. The parties to this Agreement agree that no Party shall be deemed to be the drafter of this Agreement and in the event that this Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provision hereof against any Party as the drafter of this Agreement, acknowledging that all parties have contributed substantially and materially to the preparation of this Agreement.

Charter Township of Ypsilanti

Dated: _____

By: _____

Its: Supervisor

Dated: _____

By: _____

Its: Clerk

STATE OF MICHIGAN)

COUNTY OF _____)

Subscribed and sworn to before me this
_____ day of _____ 2010.

_____, Notary Public
_____ County, Michigan
Acting in the County of _____
My Commission Expires: _____

Dated: _____

By: _____

Chase Manhattan Mortgage Corporation

Its: _____

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this
_____ day of _____, 2010.

_____, Notary Public
_____ County, _____
Acting in the County of _____
My Commission Expires: _____

WORK SESSION ITEM


1. Discuss Lunch Hour

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: September 27, 2010
RE: Update from Fire Chief on ISO

Our Fire Chief will be attending the October 5, 2010 Work Session to provide the Board with an update on the ISO review that was recently completed. Please place this item on the Work Session agenda.

If you have any questions, please contact my office.

tk

cc: Eric Copeland, Fire Chief
File



INSURANCE SERVICES OFFICE, INC.

111 NORTH CANAL STREET SUITE 950 CHICAGO, ILLINOIS 60606-7270 (312) 930-0070 (800) 444-4554 FAX: (312) 930-9394

September 1, 2010

Brenda Stumbo, Supervisor
Ypsilanti TS
7200 S. Huron River Dr.
Ypsilanti, MI 48197

RE: Ypsilanti TS, Washtenaw County, MI
Public Protection Classification: 5/9
Effective Date: October 1, 2010

Dear Ms. Stumbo:

We wish to thank you, Fire Chief Copeland and Water Official Castro for your cooperation during our recent Public Protection Classification (PPC) survey. ISO has completed its analysis of the structural fire suppression delivery system provided in your community. The resulting classification is indicated above.

Enclosed is a summary of the ISO analysis of your fire suppression services. If you would like to know more about your community's PPC classification, or if you would like to learn about the potential effect of proposed changes to your fire suppression delivery system, please call us at the phone number listed below.

ISO's Public Protection Classification Program (PPC) plays an important role in the underwriting process at insurance companies. In fact, most U.S. insurers -- including the largest ones -- use PPC information as part of their decision-making when deciding what business to write, coverage's to offer or prices to charge for personal or commercial property insurance.

Each insurance company independently determines the premiums it charges its policyholders. The way an insurer uses ISO's information on public fire protection may depend on several things -- the company's fire-loss experience, ratemaking methodology, underwriting guidelines, and its marketing strategy.

PPC is important to communities and fire departments as well. Communities whose PPC improves may get lower insurance prices. PPC also provides fire departments with a valuable benchmark, and is used by many departments as a valuable tool when planning, budgeting and justifying fire protection improvements.

ISO appreciates the high level of cooperation extended by local officials during the entire PPC survey process. The community protection baseline information gathered by ISO is an essential foundation upon which determination of the relative level of fire protection is made using the Fire Suppression Rating Schedule.

The classification is a direct result of the information gathered, and is dependent on the resource levels devoted to fire protection in existence at the time of survey. Material changes in those resources that occur after the survey is completed may affect the classification. Although ISO maintains a pro-active process to keep baseline information as current as possible, in the event of changes please call us at (800) 930-1677 to expedite the update activity.

ISO is the leading supplier of data and analytics for the property/casualty insurance industry. Most insurers use PPC classifications for underwriting and calculating premiums for residential, commercial and industrial properties. The PPC program is not intended to analyze all aspects of a comprehensive structural fire suppression delivery system program. It is not for purposes of determining compliance with any state or local law, nor is it for making loss prevention or life safety recommendations.

If you have any questions about your classification, please let us know.

Sincerely,

Very truly yours,

Public Protection Classification Dept.

Public Protection Classification Dept.
(800) 930-1677 Ext. 6209

Encl.

cc: Eric Copeland, Fire Chief
Jeff R. Castro, Director

Grading Sheet For: Ypsilanti TS, Michigan
Washtenaw County
Public Protection Class: 05/09 Surveyed: April, 2010

<u>- Feature</u>	<u>Credit Assigned</u>	<u>Maximum Credit</u>
Receiving and Handling Fire Alarms	6.33%	10.00%
Fire Department	21.70%	50.00%
Water Supply	33.59%	40.00%
*Divergence	-8.12%	
Total Credit	53.50%	100.00%

The Public Protection Class is based on the total percentage credit as follows:

<u>Class</u>	<u>%</u>
1	90.00 or more
2	80.00 to 89.99
3	70.00 to 79.99
4	60.00 to 69.99
5	50.00 to 59.99
6	40.00 to 49.99
7	30.00 to 39.99
8	20.00 to 29.99
9	10.00 to 19.99
10	0 to 9.99

*Divergence is a reduction in credit to reflect a difference in the relative credits for Fire Department and Water Supply.

The above classification has been developed for use in property insurance premium calculations.

INSURANCE SERVICES OFFICE, INC.

CLASSIFICATION DETAILS

Graded Area: Ypsilanti TS
 County: Washtenaw State: Michigan
 Date Surveyed: April, 2010 Total credit: 53.5 Class: 05/09 Pop.: 51,866

RECEIVING AND HANDLING FIRE ALARMS

This section of the Fire Suppression Rating Schedule reviews the facilities provided for the general public to report fires, and for the operator on duty at the communication center to dispatch fire department companies to the fires.

	<u>Actual</u>	<u>Credit</u> <u>Maximum</u>
1. Credit for Telephone Service (Item 414)		
This item reviews the facilities provided for the public to report fires, including the listing of fire and business numbers in the telephone directory.	1.80	2.00
2. Credit for Operators (Item 422)		
This item reviews the number of operators on-duty at the communication center to handle fire calls.	1.53	3.00
3. Credit for Dispatch Circuits (Item 432)		
This item reviews the dispatch circuit facilities used to transmit alarms to fire department members.	3.00	5.00
4. Total Credit for Receiving and Handling Fire Alarms:	6.33	10.00
Relative Classification for Receiving and Handling Fire Alarms:	4	

CLASSIFICATION DETAILS

Graded Area: Ypsilanti TS

County: Washtenaw

State: Michigan

Date Surveyed: April, 2010

Total credit: 53.5

Class: 05/09

Pop.: 51,866

FIRE DEPARTMENT

This section of the Fire Suppression Rating Schedule reviews the engine and ladder-service companies, equipment carried, response to fires, training and available fire fighters.

	<u>Actual</u>	<u>Credit</u> <u>Maximum</u>
1. Credit for Engine Companies (Item 513)		
This item reviews the number of engine companies and the hose equipment carried.	6.96	10.00
2. Credit for Reserve Pumpers (Item 523)		
This item reviews the number of reserve pumpers, their pump capacity and the hose equipment carried on each.	0.71	1.00
3. Credit for Pump Capacity (Item 532)		
This item reviews the total available pump capacity.	5.00	5.00
4. Credit for Ladder-Service Companies (Item 549)		
This item reviews the number of ladder and service companies and the equipment carried.	1.45	5.00
5. Credit for Reserve Ladder-Service Companies (Item 553)		
This item reviews the number of reserve ladder and service trucks, and the equipment carried.	0.06	1.00

CLASSIFICATION DETAILS

Graded Area: Ypsilanti TS

County: Washtenaw

State: Michigan

Date Surveyed: April, 2010

Total credit: 53.5

Class: 05/09

Pop.: 51,866

FIRE DEPARTMENT (continued)

	<u>Actual</u>	<u>Credit</u> <u>Maximum</u>
6. Credit for Distribution (Item 561)		
This item reviews the percent of the built-upon area of the city which has an adequately-equipped, responding first-due engine company within 1.5 miles and an adequately-equipped, responding ladder-service company within 2.5 miles.	1.07	4.00
7. Credit for Company Personnel (Item 571)		
This item reviews the average number of equivalent fire fighters and company officers on duty with existing companies.	3.84	15.00+
8. Credit for Training (Item 581)		
This item reviews the training facilities and their use.	2.61	9.00
9. Total Credit for Fire Department:	21.70	50.00+

Relative Classification for Fire Department:

+ This indicates that credit for manning is open-ended, with no maximum credit for this item.

CLASSIFICATION DETAILS

Graded Area: Ypsilanti TS

County: Washtenaw

State: Michigan

Date Surveyed: April, 2010

Total credit: 53.5

Class: 05/09

Pop.: 51,866

WATER SUPPLY

This section of the Fire Suppression Rating Schedule reviews the water supply system that is available for fire suppression in the city.

	<u>Actual</u>	<u>Credit</u> <u>Maximum</u>
1. Credit for the Water System (Item 616)		
This item reviews the supply works, the main capacity and hydrant distribution.	29.67	35.00
2. Credit for Hydrants (Item 621)		
This item reviews the type of hydrants, and method of installation.	2.00	2.00
3. Credit for Inspection and Condition of Hydrants (Item 631)		
This item reviews the frequency of inspections of hydrants and their condition.	1.92	3.00
4. Total Credit for Water Supply:	33.59	40.00
Relative Classification for Water Supply:	2	

INSURANCE SERVICES OFFICE, INC.
HYDRANT FLOW DATA SUMMARY

City Ypsilanti Ts State Michigan Witnessed by: Insurance Services Office, Inc. Date: April 27, 2010
 County Washtenaw

TEST NO.	TYPE DIST.*	TEST LOCATION	SERVICE	FLOW - GPM $Q=(29.83(C(d^2)p^{0.5}))$			PRESSURE PSI		FLOW -AT 20 PSI		REMARKS***	
				INDIVIDUAL HYDRANTS		TOTAL	STATIC	RESID.	NEEDED **	AVAIL.		
1	Comm	Clark, 3rd W of Padadena	Ypsilanti Community Utilities Authority, Main	1090	0	0	1090	64	56	5000	2700	(A)-(3840 gpm)
1a	Comm	same as above	Ypsilanti Community Utilities Authority, Main	1090	0	0	1090	64	56	2500	2700	
2	Comm	Spencer, S of Holmes	Ypsilanti Community Utilities Authority, Main	1240	0	0	1240	72	64	4500	3400	(A)-(3180 gpm)
2a	Comm	same as above	Ypsilanti Community Utilities Authority, Main	1240	0	0	1240	72	64	3000	3400	
3	Comm	Holmes & Lamay	Ypsilanti Community Utilities Authority, Main	1270	0	0	1270	69	59	3000	3000	
4	Comm	NW/side Clark Tower	Ypsilanti Community Utilities Authority, Main	1240	0	0	1240	67	60	1750	3500	
5	Comm	Holmes & E School Driveway	Ypsilanti Community Utilities Authority, Main	1240	0	0	1240	67	59	3000	3200	
6	Comm	Golfside, S of Clark	Ypsilanti Community Utilities Authority, Main	1230	0	0	1230	71	63	3000	3300	
7	Comm	Golfside, N of Washtenaw	Ypsilanti Community Utilities Authority, Main	1100	0	0	1100	70	58	3500	2400	
8	Comm	Packard & Hewitt	Ypsilanti Community Utilities Authority, Main	690	690	0	1380	70	58	5000	3000	(A)-(2930 gpm)
8a	Comm	same as above	Ypsilanti Community Utilities Authority, Main	690	690	0	1380	70	58	1750	3000	
9	Comm	Hewitt, & Glory Ln	Ypsilanti Community Utilities Authority, Main	960	960	0	1920	79	66	3000	4300	
10	Comm	Congress, 2nd W of Mansfield	Ypsilanti Community Utilities Authority, Main	870	870	0	1740	80	58	3000	3000	
11	Comm	E. Michigan, 3rd W of Burbank	Ypsilanti Community Utilities Authority, Main	1270	0	0	1270	72	64	3500	3500	
12	Comm	Ecorse & Dubie	Ypsilanti Community Utilities Authority, Main	1300	0	0	1300	78	68	3500	3400	
13	Comm	Oregon & Russell	Ypsilanti Community Utilities Authority, Main	380	0	0	380	80	14	2250	350	

THE ABOVE LISTED NEEDED FIRE FLOWS ARE FOR PROPERTY INSURANCE PREMIUM CALCULATIONS ONLY AND ARE NOT INTENDED TO PREDICT THE MAXIMUM AMOUNT OF WATER REQUIRED FOR A LARGE SCALE FIRE CONDITION.

THE AVAILABLE FLOWS ONLY INDICATE THE CONDITIONS THAT EXISTED AT THE TIME AND AT THE LOCATION WHERE TESTS WERE WITNESSED.

*Comm = Commercial; Res = Residential.

**Needed is the rate of flow for a specific duration for a full credit condition. Needed Fire Flows greater than 3,500 gpm are not considered in determining the classification of the city when using the Fire Suppression Rating Schedule.

*** (A)-Limited by available hydrants to gpm shown. Available facilities limit flow to gpm shown plus consumption for the needed duration of (B)-2 hours, (C)-3 hours or (D)-4 hours.

INSURANCE SERVICES OFFICE, INC.
HYDRANT FLOW DATA SUMMARY

City Ypsilanti Ts
 County Washtenaw State Michigan Witnessed by: Insurance Services Office, Inc. Date _____

TEST NO.	TYPE DIST.*	TEST LOCATION	SERVICE	FLOW - GPM $Q=(29.83(C(d^2)p^{0.5}))$			PRESSURE PSI		FLOW -AT 20 PSI		REMARKS***	
				INDIVIDUAL HYDRANTS		TOTAL	STATIC	RESID.	NEEDED **	AVAIL.		
13a	Res	same as above	Ypsilanti Community Utilities Authority, Main	380	0	0	380	80	14	1000	350	
14	Comm	Airport Industrial Dr, N of Ecorse	Ypsilanti Community Utilities Authority, Main	960	960	0	1920	80	60	3500	3500	
15	Comm	Emerick & Grove	Ypsilanti Community Utilities Authority, Main	530	530	0	1060	78	45	2500	1400	
16	Comm	Grove, W of Jay	Ypsilanti Community Utilities Authority, Main	590	0	0	590	82	61	3500	1100	
17	Comm	Outer Ln & Lakeview	Ypsilanti Community Utilities Authority, Main	1610	0	0	1610	84	62	3500	2900	
18	Comm	Bridge & Textile	Ypsilanti Community Utilities Authority, Main	1150	1150	0	2300	84	72	1500	5700	
19	Comm	Rawsonville, S of Blackmore	Ypsilanti Community Utilities Authority, Main	1390	0	0	1390	92	71	3500	2700	(A)-(1920 gpm)
20	Res	Martz & Meadow Ln	Ypsilanti Community Utilities Authority, Main	1740	0	0	1740	90	77	1000	4300	
21	Comm	Tuttle Hill W/s, 2nd N of Textile	Ypsilanti Community Utilities Authority, Main	1610	0	0	1610	85	70	2500	3600	
22	Comm	Whittaker & Huron River Dr, F of 1834	Ypsilanti Community Utilities Authority, Main	1790	0	0	1790	90	72	3500	3700	
23	Comm	Joe Hall Dr, 2nd W of Seaver	Ypsilanti Community Utilities Authority, Main	1830	0	0	1830	95	70	5000	3300	
23a	Comm	same as above	Ypsilanti Community Utilities Authority, Main	1830	0	0	1830	95	70	3000	3300	
24	Res	Boyne Dr, S of Textile	Ypsilanti Community Utilities Authority, Main	1390	0	0	1390	66	54	1000	2900	
25	Comm	McGregor & William	Ypsilanti Community Utilities Authority, Main	1700	0	0	1700	88	78	2500	4800	(A)-(1250 gpm)
26	Comm	McGregor & Tyler	Ypsilanti Community Utilities Authority, Main	980	0	0	980	88	78	7000	2800	(A)-(3670 gpm)
26a	Comm	same as above	Ypsilanti Community Utilities Authority, Main	980	0	0	980	88	78	3000	2800	(A)-(2670 gpm)

THE ABOVE LISTED NEEDED FIRE FLOWS ARE FOR PROPERTY INSURANCE PREMIUM CALCULATIONS ONLY AND ARE NOT INTENDED TO PREDICT THE MAXIMUM AMOUNT OF WATER REQUIRED FOR A LARGE SCALE FIRE CONDITION.

THE AVAILABLE FLOWS ONLY INDICATE THE CONDITIONS THAT EXISTED AT THE TIME AND AT THE LOCATION WHERE TESTS WERE WITNESSED.

*Comm = Commercial; Res = Residential.

**Needed is the rate of flow for a specific duration for a full credit condition. Needed Fire Flows greater than 3,500 gpm are not considered in determining the classification of the city when using the Fire Suppression Rating Schedule.

*** (A)-Limited by available hydrants to gpm shown. Available facilities limit flow to gpm shown plus consumption for the needed duration of (B)-2 hours, (C)-3 hours or (D)-4 hours.

THE ISO PUBLIC PROTECTION CLASSIFICATION (PPC) PROGRAM

ISO's PPC program evaluates communities according to a uniform set of criteria defined in the Fire Suppression Rating Schedule (FSRS). These criteria incorporate nationally recognized standards developed by the National Fire Protection Association and the American Water Works Association.

Utilizing the FSRS, ISO objectively reviews the fire suppression capabilities of a community and assigns a Public Protection Classification – a number from 1 to 10. Class 1 represents exemplary fire protection, and Class 10 indicates that the area's fire suppression program does not meet minimum recognition criteria. Assuming all other factors are equal, the price of property insurance in a community with a good PPC is lower than in a community with a poor PPC.

The FSRS allocates credit by evaluating the following three major features:

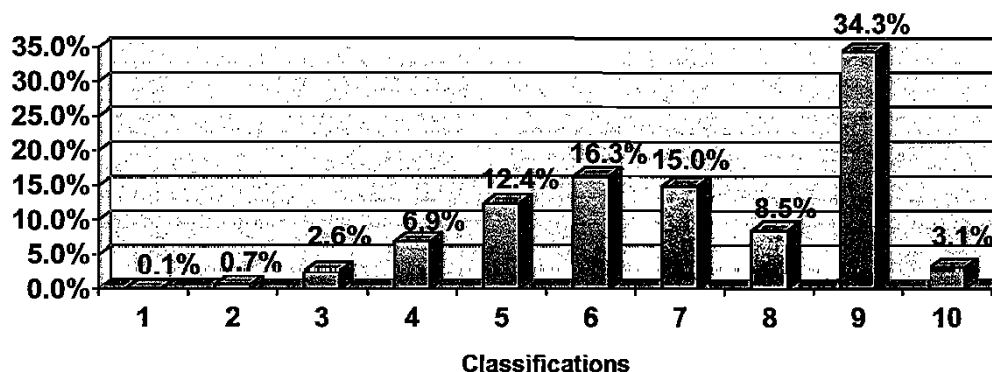
- Fire Alarm and Communication System - This review accounts for 10% of the total classification which centers upon a community's facilities and support for handling and dispatching fire alarms.
- Fire Department - This review accounts for 50% of the total classification which focuses upon items such as engine companies, distribution of fire stations and fire companies, department manning, and training.
- Water Supply System - This review accounts for 40% of the total classification highlighting the water supply a community uses for fire suppression.

Split Classifications

When ISO develops a single classification for a community, all of the community's properties receive that classification. In many communities, ISO develops a split classification (for example, 5/9). Generally, the first class, (Class 5 in the example) applies to properties within 5 road miles of a fire station and within 1000 feet of a fire hydrant. The second class (Class 9 in the example) applies to properties beyond 1000 feet of a hydrant but within 5 road miles of a fire station. ISO generally assigns Class 10 to properties beyond 5 road miles of a fire station. In a class 5/10 community, Class 5 applies to properties within 5 road miles of a fire station. Class 10 applies to properties beyond 5 road miles of a fire station.

The above rules apply to properties with a needed fire flow of 3500 gpm or less. Properties with larger needed fire flows are individually evaluated, and may vary from the town classification.

Countrywide Public Protection Classification Summary



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, OCTOBER 5, 2010**

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

**AGENDA
(REVISED 10-04-10)**

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. SEPTEMBER 13, 2010 JOINT TOWNSHIP BOARD/CITY COUNCIL MEETING
 - B. SEPTEMBER 21, 2010 WORK SESSION AND REGULAR MEETING
5. SUPERVISOR REPORT
 - A. PROCLAMATION OF APPRECIATION FOR LAKESHORE APARTMENTS
6. CLERK REPORT
7. TRUSTEE REPORT
8. ATTORNEY REPORT
 - A. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IF NECESSARY, IN WASHTENAW COUNTY CIRCUIT COURT TO INSURE THE CLEAN UP AND REMOVAL OF COMMERCIAL STRUCTURES HOUSING BOTTLE & BASKET MARKET LOCATED AT 2404 LAKEVIEW DUE TO FIRE
 - B. GENERAL LEGAL UPDATE

OLD BUSINESS

- A. REQUEST TO ACCEPT SETTLEMENT AGREEMENT REGARDING DEMOLITION OF PROPERTY LOCATED AT 2158 WOODALE (tabled at the September 21, 2010 Regular Meeting)

NEW BUSINESS

1. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT BETWEEN WASHTENAW COUNTY AND YPSILANTI TOWNSHIP
2. REQUEST OF THE PARK COMMISSION FOR REVIEW AND APPROVAL OF THE MEMORANDUM OF UNDERSTANDING WITH THE MICHIGAN MOUNTAIN BIKING ASSOCIATION REGARDING TRAILS AT HEWEN'S CREEK PARK
3. ACCEPT RETIREMENT OF CHRIS OSHELFSKE, ACCOUNTING DIRECTOR, EFFECTIVE DECEMBER 31, 2010 AND AUTHORIZE THE THREE FULL-TIME OFFICIALS TO FILL THE ACCOUNTING DIRECTOR POSITION

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

AUTHORIZE:

REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK PROPOSALS FOR A DOCUMENT MANAGEMENT SOLUTION AND RECORDS MANAGEMENT SYSTEM FOR THE TOWNSHIP

STATEMENTS AND CHECKS

.

PUBLIC COMMENTS

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 13, 2010
JOINT YPSILANTI TOWNSHIP/YPSILANTI CITY MEETING**

PROPOSED

The meeting was called to order by Supervisor Brenda L. Stumbo at approximately 5:30 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive,

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

Members Absent: Trustee Mike Martin

Legal Counsel: Wm. Douglas Winters

BOARD MEMBERS AND CITY COUNCIL MEMBERS INTRODUCTION

Supervisor Stumbo introduced the Ypsilanti Township Board and department heads present at the meeting.

Mayor Schreiber introduced Ypsilanti City Council member present.

HISTORY/OVERVIEW OF POLICE COMMITTEE – TRUSTEE STAN ELDRIDGE AND MAYOR PAUL SCHREIBER

Trustee Eldridge provided an overview of the historical nature of Township's contract services and the development of the relationship with the City of Ypsilanti. He explained the police service contracts were on a two-year cycle and since 2004, the cost of police services had risen 92%. Trustee Eldridge said there were concerns about the Township's lack of involvement with cost containment, philosophy of policing style, hiring and placement and lack of information. He stressed there was no oversight and no accountability with the current contract. Trustee Eldridge gave a brief overview of the creation of the joint police committee. He further clarified that it was not the intention of the committee to reduce or cut police services in either community but to sustain the current number of positions. Trustee Eldridge said the committee was at the point to receive comments from the community, to have discussions with the respective boards and to determine if there was a desire to continue at a more in-depth pace. He stressed joint police services would be a partnership, in an effort to work collaboratively as neighbors in the Eastern half of the county. Trustee Eldridge said it was the hope of the committee that the City Council and Township Board would approve a further, more detail and unbiased study by a third-party consultant.

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Mayor Schreiber said when the Township approached the city regarding the concept of joint police services, he felt it was worth discussing and evaluated it based on three criteria - sustainability, accountability and commonality. He said in order to remain sustainable, it was necessary to remain open-minded and explore opportunities to cooperate. Mayor Schreiber stated that in regards to accountability, the Ypsilanti Police Department was a well-respected, well-trained department that worked closely with the residents and was accountable to the City Council. He further stated in terms of commonality, Ypsilanti Township and the City had much in common, as well as a history of successful collaborations. Mayor Schreiber said considering all the factors, an independent analysis to examine the possibility of a police authority was warranted.

Attorney Winters provided a brief history regarding contracting with Washtenaw County and he felt the City and Township were at a crossroad. He thanked the committee members for their cooperation and dedication.

Attorney Barr echoed the comments of Attorney Winters. He said on behalf of the City's legal department, they were excited about the opportunity and anxious to help from the legal perspective.

Police Chief Walker said these were challenging time and this was an opportunity that would benefit both communities. She stated the Ypsilanti Police Department had been in existence for 150 years and she was in favor of a partnership.

Mike Radzik, Office of Community Standards Director said he said excited about hearing from an independent consultant on the prospects of a collaborative effort.

**RECOMMENDATION – ED KORYZNO AND STAN ELDRIDGE
RETENTION OF PROFESSIONAL SERVICE/CONSULTANT**

Ed Koryzno, City Manager stated that after much research, the committee found no basis that would prohibit the creation of a joint police department. The committee felt a more detailed, independent analysis was required in order to pursue the concept. Mr. Koryzno said it was the committee's recommendation that the Township Board and City Council approve the request for a proposal to study the creation of a joint police authority from the consultant that prepared the 2007 study and to share the cost equally. He stated the committee also asked that the respective boards consider the request at their next regularly scheduled meeting on September 21, 2010.

Supervisor Stumbo stated that no action would be taken at the meeting but would like the residents to let the respective boards know if they supported the creation of a joint police authority.

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PUBLIC COMMENTS

Clerk Lovejoy Roe questioned if the proposals would be brought back to each board for consideration.

Angela Barbash, West Willow Neighborhood Watch said she would like to know what the historical context was for the City Police Department in terms of controlling cost and accountability within their own department.

Carol Blackburn gave accolades to the City of Ypsilanti and she said she was in favor of investigating the possibility of a joint venture.

Arloa Kaiser thanked the Police Services Committee for the work that had been done on the issue.

Bill Stewart stated he felt there had been a decline in service and a lack of accountability for the service Ypsilanti Township received. He said he wanted the study to have true independence.

Kat, Lakeshore Apartments said she recommended a test community be done to see how it would work and then it could be expanded.

Lee Toosen said he had concerns but was happy about the collaboration that was overdue. He stressed it was a win-win for both sides.

Rebeccas Kennedy stated she was discouraged with the current services and would like more options.

Samantha Adkins-Towlers said she was an Augusta Township resident where there were no police services. She further stated she owned a company in Ypsilanti Township and she was in favor of a joint authority.

Maude Abraham questioned what would happen to the deputies currently contracted to the Township. She said she was not yet sure where she stood on the issue.

Mayor Schreiber thanked Ypsilanti Township Board for hosting the meeting . He said the City and Township were currently involved in other areas, as well as YCUA and the District Library. He said he looked forward to working together.

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Ms. Barbash asked if there could be a workgroup, in addition to the independent analysis that would include citizens from the City and Township that would be involved in the decision making process.

Supervisor Stumbo said it was the goal of the committee to include residents from both communities.

Tim Neil questioned why the Washtenaw County Sheriff's Department was not being held accountable.

Clerk Lovejoy Roe explained a Police Services Millage was on the November ballot and if the millage failed, the Township would have to cut additional deputies. She encouraged residents to get involved and vote in November.

Supervisor Stumbo said she felt this was the right thing to do and it was the right time to proceed. She said this was a big decision, with the number one issue being public safety and she would support it.

Mr. Toosen stated the City of Ypsilanti and Ypsilanti Township needed someone who cared and under the leadership of Chief Amy Walker, they would have a person who cared.

Ms. Kennedy clarified that the Washtenaw County Deputies do care about our community and she was not placing blame on them.

Adjournment

The meeting adjourned at approximately 6:35 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 21, 2010 WORK SESSION**

PROPOSED

Supervisor Brenda L. Stumbo called the meeting to order at approximately 5:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge (5:50 p.m.), Jean Hall Currie and Mike Martin

Members Absent: Trustee Dee Sizemore

Legal Counsel: Wm. Douglas Winters

1. 2010 AUDIT PRESENTATION

- **ALAN PANTER, CPA – ABRAHAM & GAFFNEY, PC**

Mr. Panter provided a detailed overview of the 2010 Audit by reviewing the financial statements and explaining fund balance. He clarified that the three full-time officials and the Accounting Director reviewed the financial statements, in detail. Mr. Panter stated the audit went very well and noted there were no written audit comments. He also reported that the audit was filed with the State of Michigan by the deadline of June 30, 2010.

2. DOCUMENT MANAGEMENT PRESENTATION

- **DAVID FOSTER, GENERAL CODE**

Supervisor Stumbo stated Mr. Foster had not arrived so they would move forward and the presentation would be done when he arrived.

3. DISCUSS SETTLEMENT AGREEMENT REGARDING 2158 WOODALE WITH CHASE MANHATTAN MORTGAGE CORPORATION (THIS ITEM WILL BE DISCUSSED IN EXECUTIVE SESSION)

Supervisor Stumbo stated Attorney McLain had requested the discussion be removed from the agenda.

4. REQUEST OF WILLOW RUN SCHOOL FOR A ROAD CLOSURE

Supervisor Stumbo stated a request had been received from the Willow Run Community Schools for close the road on Friday, October 1, 2010 for the Willow Run Homecoming Parade. She asked the Board if the item could be added to the agenda under Other Business. The Board agreed.

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5. DISCUSS GRANT RESEARCH AND GRANT WRITING SERVICES OF STANTEC CONSULTING MICHIGAN, INC. REGARDING FORD LAKE AERATION PROJECT

Trustee Martin stated the agenda item was the recommendation of the Water Conservation Advisory Commission (WCAC) and Mike Saranen, Hydro Station Operator would speak on behalf of the commission.

Mr. Saranen explained the WCAC approved researching grants for the aeration project. He stated the commission also supported the installation and the long-term operation of the system. The WCAC was requesting \$25,000 to apply for grants that may become available. He further explained that each grant application would vary in cost between \$2,400 and \$7,600 and the commission hoped to apply for one or two grants before the end of the year. Mr. Saranen said when grants become available, there usually was a very short window of opportunity to apply and the commission wanted to be in position to apply quickly. The commission was hoping to get action at the board meeting.

Trustee Martin explained that \$25,000 would be the cap for the fiscal year. He said he knew the commission supported the Barr report but questioned what the report said about eliminating or mitigating the algae.

Mr. Saranen explained the outcome would vary from year-to-year based on Mother Nature. He said Dr. Lehman's research had helped significantly in 2010.

Clerk Lovejoy Roe suggested that each grant application be brought back to the Board for consideration.

Trustee Martin stated that the Stantec representative said they would not apply for a grant unless they were 50% sure it would be awarded to the Township.

Attorney Winters stated that from a professional standpoint, Stantec engineers were top-notch.

Supervisor Stumbo suggested that an hourly rate be provided by Stantec. She asked the Board if the item could be added to the agenda under Other Business to retain Stantec as professional services. The Board agreed.

Clerk Lovejoy Roe suggested the Board, under Other Business could approve hiring Stantec as a professional service; require Stantec to provide an hourly rate and require Board approval before applying for any grant. Discussion followed.

6. REVIEW AGENDA

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

TRUSTEE REPORT

Trustee Martin said the WCAC would like a response on the proposal for biodegradable worm containers and on the deteriorating docks at the Lakeshore apartments.

Supervisor Stumbo said the WCAC should send a formal request to the Clerk's office regarding the biodegradable worm containers. She also said it was her understanding that Lakeshore apartments had worked on the docks.

SUPERVISOR REPORT

Supervisor Stumbo reported there was a final revision of the Police Services Millage letter and it would be mailed at the end of the week.

ATTORNEY REPORT

A. REQUEST TO ACCEPT SETTLEMENT AGREEMENT REGARDING 2158 WOODALE WITH CHASE MANHATTAN MORTGAGE CORPORATION

Supervisor Stumbo said at the request of Attorney McLain, this item would be tabled until a later date.

B. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IF NECESSARY, IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR THE PROPERTY LOCATED AT 7052 ST. ANDREWS

Mike Radzik, Office of Community Standards Director provided a brief overview of the property located at 7052 St. Andrews.

Supervisor Stumbo stated there had been several homes where pipes had burst and she questioned if the Township had the legal ability to stop the electricity from being turned off.

Attorney Winters suggested meeting with DTE Energy to discuss notifying the Township of the impending shutoff of vacated homes that were in foreclosure.

7. DOCUMENT MANAGEMENT PRESENTATION - DAVID FOSTER, GENERAL CODE

Mr. Radzik provided a briefly explained that Travis McDugald, IS Manager had researched various technology options related to the Township's document management needs.

Mr. McDugald provided a brief overview regarding his research on managing the volume of information processed. He explained the need to make information easily

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accessible and easy to find. Mr. McDugald said he had reviewed several different applications and because it was such a large project, he realized a solutions provider was needed. He said he was referred to General Code by one of the software vendors. He further explained that General Code had done several of the same type of municipal projects in the State of Michigan. Mr. Foster stated that the Michigan Township Association was also one of their customers.

David Foster, General Code provided a presentation on Ypsilanti Township's document management needs. He explained the concept of document management allowed users to digitize paper records, store the records on a server and provide easily searchable, retrievable records. The software included the ability to create routing and approval processes using documents and folders electronically. Mr. Foster stated the program would help with the compliance standards for the State of Michigan Records Retention and disaster recovery and he stressed that boxes of documents were prone to damage through fire or water. Mr. Foster explained General Code had a fully staffed team of experts to work with the Township during the set-up process and full help desk support, once the set-up was complete. Mr. Foster described how he arrived at the calculations in the spreadsheets.

Supervisor Stumbo stated the Township would still need to handle paper documents.

Mr. Foster replied those factors were incorporated into the calculations and said many communities now required documents to be transmitted electronically.

Clerk Lovejoy Roe agreed that many documents were sent electronically but in order to file them, it was necessary to make hard copies.

Trustee Martin said he was interested in the return of investment and his calculation was a 573% return over five years.

Mr. Foster explained much of the large percentage of saving would be in time saved.

Trustee Eldridge questioned if General Code was a single source provider, if the annual fee would remain the same, were software upgrades an additional cost and if any closer companies were considered.

Mr. McDugald stated several other companies were looked at but based on the Township's need and General Code's experience with municipal government, they were deemed the best option.

Nancy Wrybkowski, Deputy Clerk provided an overview of the overwhelming amount of paper documents processed in the Township offices. She stressed there were only three options available to the Township that would meet the State of Michigan Records Retention schedule, which were digital, off-site storage at Iron Mountain and printing permanent documents on acid-free paper. Ms. Wrybkowski provided the estimated cost for each of the options. She asked the Board Members to walk through the offices

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to see for themselves the number of paper documents generated on a daily basis and to talk with the staff about the benefits of a digital filing system.

Clerk Lovejoy Roe explained by reducing the use of the printers and with the reduction in the amount of paper used to copy files, there was a savings of approximately \$8,000 a year, which would more than cover the annual maintenance cost of a digital system.

Mr. McDugald explained the BS&A software had the ability to import documents directly into the Assessing software and the permanent software but they were only available to employees in the respective departments.

Supervisor Stumbo said she knew there was a need but she was not sure if this was the only company that could meet the needs of the Township. She said she was not sure about the bidding process and felt more details were needed.

ADJOURNMENT

The meeting adjourned at approximately 6:58 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor

Karen Lovejoy Roe, Clerk

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 21, 2010 REGULAR MEETING**

PROPOSED

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

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

Members Absent: None

Legal Counsel: Wm. Douglas Winters and Angela King

PUBLIC COMMENTS

**A. US CENSUS BUREAU
-PRESENTATION – TOINE MURPHY AND REGIS BERRY**

Toine Murphy, Partnership Specialist, US Census Bureau thanked Ypsilanti Township for their part in the census count and stated that Michigan finished in the top 5% across the nation in the participation aspect. He also said that the goal was 70% and that the Township came in at 74%. He presented a thank you letter and certificate from the Regional Director of the Census Bureau

Supervisor Stumbo inquired when the census count would be complete and data available.

Mr. Murphy explained the census count was complete and they were in the process of compiling the data. He said a comprehensive report would be sent to Washington and information would be available in early January.

B. CITIZEN PUBLIC COMMENTS

Tom Manchester, Township Resident said he supported a Joint Police Authority between Ypsilanti Township and the City of Ypsilanti. He believed it was a good opportunity to continue police services at an affordable cost.

Lee Tooson, Township Resident agreed with Mr. Manchester's comments and said he encouraged the Township Board to push forward. He said he believed it was a win for both the Township and the City and they both need to be safe.

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Mary Gooden, Township Resident said she had served on several Township Boards and she also supported a Joint Police Force with the City and said she felt it was time to go forward and that it would work well for everyone.

Carol Blackburn, Township Resident thanked Supervisor Stumbo and Mike Radzik, OCS Director for their help in resolving neighborhood issues. She also said she supported the dog ordinance and believed if neighbors worked together, it should help solve some of the issues.

Supervisor Stumbo recognized State Representative Dave Rutledge and congratulated him on his win in the August Election.

**C. WOLVERINE PIPELINE
- INFORMATION ON RIGHT-OF-WAY CLEARINGS**

Scott Evilsizer, Wolverine Pipeline provided a brief overview of the company. He said the company had 72 employees and their underground pipeline carried product from a refinery in Chicago and delivered to customers as far as Detroit. Mr. Evilsizer explained that clearing of their pipeline right-of way would begin in the next few weeks. He assured the Board that property owners would be contacted before they began. A brief discussion followed

Clerk Lovejoy Roe asked if he had a map of where they would be working in the Township so when the residents called we knew right where they would be located.

Treasurer Doe asked when the last time the right-of -way had been cleared and if a contractor did the work or if they did it themselves.

Mr. Evilsizer said the clearing was done by a contractor about three years ago from Manchester to Detroit and said that before that it was in 2004 and it was time to do it again.

Supervisor Stumbo asked how they disposed of the brush and she did not want it left on the premises. She suggested that it could be taken to the township compost site.

Scott Evilsizer said they chip it with a machine but it depended on what the landowner wanted. He said that the property would be cleaned up and put back together. He also said that it was mostly woods and not in residential areas.

Jeff Allen, Residential Services Director asked if they went half way through a few years ago, what they would do if there was a fence.

Scott Evilsizer said they would only take down the fence if they needed to get through to the next property and then they would put the fence back up.

Kimberly Parisek, Township Resident asked if the lawn and grass were cut also or just the trees and she was told every three years someone cut the grass in the right-of-way. She also asked if the trees in the wetlands would be cut.

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Representative from Wolverine Pipeline said that the grass and weeds would be cut along with the trees in the wetlands if they were in the right-of-way.

Supervisor Stumbo asked when the project would begin.

Scott Evilsizer said that the job would begin in Manchester in the next two weeks and move east and should be in the Ypsilanti area in about three to four weeks.

MINUTES OF THE AUGUST 17, 2010 WORK SESSION, REGULAR MEETING AND EXECUTIVE SESSION

A motion was made by Clerk Lovejoy Roe, supported by Trustee Sizemore to approve the minutes of the August 17, 2010 Work Session, Regular Meeting and Executive Session. The motion carried unanimously

SUPERVISOR REPORT

Supervisor Stumbo thanked the Neighborhood Watch and residents for their involvement and help with issues in the community. She said the Board had approved a millage proposal of 1.5 mils instead of 2 mils for the November ballot and if more revenues were not found, it may be necessary to lay-off additional deputies.

CLERK REPORT

Clerk Lovejoy Roe stated the last day to register for the November election was Monday, October 4, 2010 and she encouraged anyone interested in an absentee ballot application to contact the Clerk's office. Clerk Lovejoy Roe said it was imperative for the community that the police millage passes to keep more deputies from being reduced in the township.

TREASURER REPORT

A. August 2010

Treasurer Doe gave the report for August 2010. The beginning balance was \$27,993,770.92 and the ending balance was \$31,277,014.06.

A motion was made by Trustee Currie, supported by Trustee Sizemore to receive and file the August 2010 Treasurer's report (see attached). The motion carried unanimously.

TRUSTEE REPORT

Trustee Martin provided an update on the Water Conservation Advisory Commission. He said the WCAC continued to explore funding and the validity of the aeration project. Trustee Martin stated the WCAC had concerns about fishermen using non-biodegradable worm containers and not properly disposing them. He said they were

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also interested in developing an ordinance requiring permits for seawalls and boat docks so they could continue to be inspected.

ATTORNEY REPORT

**A. REQUEST TO ACCEPT SETTLEMENT AGREEMENT REGARDING 2158
WOODALE WITH CHASE MANHATTAN MORTGAGE CORPORATION**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to table the agenda item. The motion carried as followed:

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

**B. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IF NECESSARY, IN
WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE
FOR THE PROPERTY LOCATED AT 7052 ST. ANDREWS.**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Sizemore to authorize legal action if necessary, in Washtenaw County Circuit Court to abate the public nuisance for the property located at 7052 St. Andrews. The motion carried unanimously.

Attorney Winters provided a brief overview of the blighted condition of the property.

C. GENERAL LEGAL UPDATE

Attorney Winters provided an brief history of the issues surrounding Ypsilanti Mobile Village. He said that residents living in the park should never have been exposed to conditions, such as exposed electrical wires, open sewers, contaminated water, blight, rats, wild cats and fire hazards. Attorney Winters stressed the importance of stabilizing township neighborhoods.

Mike Radzik, OCS Director explained that during the unit by unit inspection, they met some of the families that lived in the park and that one family had been there over forty years. He explained that the Broker and the Washtenaw County Community Development Office had contacted residents to see if they qualified for any type of relocation assistance but nothing could be done until residents received written notification from the owner. Mr. Radzik stated it was the hope to demolish the park.

NEW BUSINESS

1. BUDGET AMENDMENT #10

A motion was made by Clerk Lovejoy Roe, Clerk supported by Trustee Sizemore to approve item #1 under Budget Amendment #10. The motion carried as follows:

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**Doe: Yes Roe: Yes Stumbo: Yes Sizemore: Yes
Currie: Yes Eldridge: Yes Martin: No**

A motion was made by Trustee Martin supported by Trustee Sizemore to table item #2 under Budget Amendment #10. The motion carried as follows:

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

2. RESOLUTION NO. 2010-17, LAKESIDE PARK IMPROVEMENTS

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2010-17, Lakeside Park Improvements (see attached). The motion carried unanimously

Supervisor Stumbo stated it was a very exciting opportunity to work with the Eastern Michigan University Row Team, Saline Row Team and Washtenaw County Parks and Recreation. She said the Township had applied for a grant that included a boathouse, park improvements and walking trails.

Clerk Lovejoy Roe said she learned from Eastern Michigan University's row team coach that full ride college scholarships were available to young women with no rowing experience and our collaboration would make this sport more available to our community.

3. PROFESSIONAL SERVICE CONTRACT WITH THE HURON RIVER WATERSHED FOR THE 2010 MIDDLE HURON INITIATIVE, IN THE AMOUNT OF \$1,600, BUDGETED IN LINE ITEM 101-101-000-958-000

A motion was made by Clerk Lovejoy Roe, supported by Trustee Martin to approve the professional service contract with the Huron River Watershed for the 2010 Middle Huron Initiative, in the amount of 1,600. The motion carried unanimously.

4. REQUEST OF CST TOWER HOLDINGS, LLC TO CONSTRUCT A 150-FOOT TALL WIRELESS COMMUNICATIONS TOWER, TO BE LOCATED AT 5255 TEXTILE ROAD

A motion was made by Trustee Currie, supported by Trustee Sizemore to approve the request of CST Tower Holdings, LLC to construct a 150-foot tall wireless communications tower, to be located at 5255 Textile Road. The motion carried unanimously.

Shawn Boylan, CST Holdings brief overview of the communications tower and he said a written commitment had been provided.

Joe Lawson, Planning Coordinator explained that the Planning Commission had discussed a flagpole but felt it was out of character for the surrounding land.

5. AUTHORIZE SALE AND ACCEPTANCE OF SEALED BIDS ON YPSILANTI TOWNSHIP OWNED, LAND LOCKED PARCEL NO. K-11-11-202-004

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to authorize sale and acceptance of sealed bids on Ypsilanti Township owned, land locked parcel no. K-11-11-202-004. The motion carried unanimously.

Clerk Lovejoy Roe said she had received a request for a garden lease or the purchase of the property. She explained the property would go out to bid and the requesting resident would have the opportunity to purchase it through the bid process.

Supervisor Stumbo explained that Township owned property was not often sold but all property owners in the adjacent area would be notified of the sale and the notification of bid acceptance would be advertised.

6. REQUEST AUTHORIZATION TO PROVIDE SAME HEALTH CARE INCENTIVE OFFERED TO UNION GROUPS TO NON-UNION EMPLOYEES QUALIFIED TO RETIRE

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to request authorization to provide same health care incentive offered to union groups to non-union employees qualified to retire. The motion carried unanimously.

Trustee Martin asked if this would be an ongoing program for all non-union employees and what the cost would be for the Township.

Supervisor Stumbo explained that the offer to the union was approved by the Board and it expires in 2011. She said the request was for non-union employees who were currently qualified to retire.

7. EXTEND CONTRACT WITH GOVERNMENTAL CONSULTANT SERVICES INC THROUGH DECEMBER 31, 2010 IN THE AMOUNT OF \$2,850 PER MONTH, BUDGETED IN LINE ITEM #101.101.000.801.000

A motion was made by Clerk Lovejoy Roe, supported by Trustee Sizemore to extend contract with Governmental Consultant Services Inc. through December 31, 2010 in the amount of 2,850 per month. The motion carried.

Supervisor Stumbo gave a brief description of the service that Governmental Consultant Services provided.

8. REQUEST OF AD HOC POLICE COMMITTEE FOR THE TOWNSHIP BOARD TO AUTHORIZE REQUESTING A PROPOSAL FOR PROFESSIONAL SERVICES TO STUDY CREATING A JOINT POLICE AUTHORITY BETWEEN YPSILANTI TOWNSHIP AND THE CITY OF YPSILANTI WITH THE COST DIVIDED EQUALLY BETWEEN THE TWO ENTITIES

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A motion was made by Trustee Eldridge, supported by Treasurer Doe to authorize the request for a proposal for professional services to study creating a joint police authority between Ypsilanti Township and the City of Ypsilanti with the cost divided equally between the two entities. The motion carried unanimously.

Clerk Lovejoy Roe clarified this was a conceptual approval and that the RFP would come back to the Board with specific details and specific costs. She said residents were very interested in making sure the RFP included input and involvement from the public .

9. 1st READING PROPOSED ORDINANCE NO. 2010-408, AMENDING THE CODE OF ORDINANCES, CHAPTER 48, SECTION 28 WHICH SETS FORTH ADDITIONS, INSERTIONS AND CHANGES TO THE PROPERTY MAINTENANCE CODE

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 1st reading of proposed Ordinance No. 2010-408, Amending the Code of Ordinances, Chapter 48, Section 28 which sets forth additions, insertions and changes to the property maintenance code (see attached). The motion carried as followed:

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

10. 1st READING RESOLUTION NO. 2010-16 PROPOSED ORDINANCE NO. 2010-16, PROPOSED ORDINANCE NO. 2010-409, AMENDING CHAPTER 14, ANIMALS OF THE CODE OF ORDINANCES

A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to approve 1st reading Resolution No. 2010-16 Proposed Ordinance No. 2010-409, amending Chapter 14, animals of the code of ordinances

Mike Radzik, OCS Director asked if the text of Section 3A could be amendment to change the age of the puppies from eight weeks or younger to sixteen weeks or younger.

A friendly amendment was made by Clerk Lovejoy Roe, supported by Trustee Currie to amend the text of Section 3-A to read from eight weeks or younger to sixteen weeks or younger. The friendly amendment was accepted.

Mike Radzik, OCS Director explained the ordinance would require mandatory spaying and neutering of all pit bull dogs within the Township. He said pit bull terriers were the leading breed taken to the Humane Society and the leading breed euthanized each year. He stated that 49.2% of the total pit bull terriers taken to the Human Society from Washtenaw County were coming from Ypsilanti Township and that the increase in euthanasia from 2006 through 2009 climbed from 36% to 51%. He also felt there are

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serious pit bull population problems due to the back yard breeders that result in the number them running stray in the neighborhoods. He said that it is the number one

animal control complaint in Ypsilanti Township from all neighborhoods and hoped the Ordinance would reduce the number of pit bulls running at large in the neighborhoods, impounded and being euthanatized. He explained that the 2nd reading of the Ordinance would occur in early October and become law, but would not become mandatory until January 1, 2011 providing a two and half month grace period for the owners to comply with the law. He said that the plan also called for consistent and reliable enforcement by the Sheriff's Department, Animal Control Office of the County and the Cruelty Investigators at the Humane Society as well as continued partnership with the Humane Society to achieve their common goals. He also explained that the Humane Society is selling the Township dog licenses which had increased the number sold to double and triple and they would not release them until they are licensed and vaccinated and that investigators had actively enforced the Ordinance. He said that the Humane Society already offered a year round low cost spayed and neutered service for all dogs and explained that in relation to this particular law that free spaying and neutering of pit bull type dogs would be available for all Ypsilanti Township residents for a limited time basis made possible through a private grant.

Tonya Hilgendorf, Executive Director of the Humane Society of Huron Valley expressed her appreciation to Mr. Radzik for his partnership on the issue. She also said she believed that the goals would be achieved and that spayed and neutering is the most effective way to address the over population and nuisance problem. She explained that the pit bull terrier is the number one breed of dog at the shelter. She felt that spaying and neutering helps improve their behavior, cuts down on dog fighting and the tragedy of the unnecessary euthanasia. She commented that the Humane Society of Huron Valley loves their pit bull terriers and has a very successful adoption program but felt more needed to be done to enforce responsible ownership of the breed. She also felt that this would be the best Ordinance in the State. She thanked the Township for their positive approach regarding the issue.

Trustee Martin said that he supported the Humane Society and all that they do and expressed his concerns regarding the Ordinance and felt that it would be selecting one particular breed of dog. He also asked if the dog of choice changed would that dog have to be spaded or neutered due to over population. He explained that he understood what the approach of the Ordinance was and supported animal control but had a hard time to tell a family what they had to do with their dog. He said that back yard breeders would not pay any attention to this Ordinance.

Tonya Hilgendorf, Executive Director of the Humane Society of Huron Valley said she understood and that they were very cautious about being breed specific and something that is harmful to the animal. She said they support responsible ownership of the breed and have taken a pro-active account and felt there is not a bad outcome from spaying and neutering an animal. She explained that it made the dog healthier, nicer and easier to train and lived a longer happier life. She encouraged anyone to visit the Humane Societies Intake Department to see the dogs brought in by animal control, cruelty investigators and the public and felt it to be a very serious problem.

**CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 21, 2010 REGULAR MEETING MINUTES
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Trustee Eldridge confirmed with Mr. Radzik that the Ordinance would go effect in January 1, 2011 and asked what the cost would be for an individual after January 1,

2011. He said that he supports the Ordinance and understood that it would be good for public safety.

Tonya Hilgendorf, Executive Director of the Humane Society of Huron Valley explained that the current grant would be a year and half and then would look for other ways to fund spay and neutering.

Angela Barbash, Township Resident said that she owns pit bull terriers and asked if there was a current Ordinance for back yard breeders. She commented that in West Willow the resident's knew the participants in back yard breeding. She said that she had an issue with the mandatory licensing of dogs and with the Ordinance and felt if we knew who the problem residents were then go after these residents instead of a blanket Ordinance. She asked what the Ordinance limit was for the number of pets that were allowed and what were considered adult dogs. She felt that she was being penalized for not fixing her dogs and was afraid of them banding the breed.

Supervisor Stumbo explained that the Township only allowed residents to have four dogs unless you were a registered breeder. She also said that an Ordinance was proposed that did not allow breeders and many of the residents were against this. She also said that she is concerned because this breed is very aggressive and that the owners were not responsible and understood her concerns. She commented on the treatment of the breed and felt very strongly that it was not humane and should not be allowed in the community.

Mike Radzik, OCS Director explained that the township does not require breeder registrations and Washtenaw County registers kennels. He said that the Township allowed up to four adult dogs as pets and there was a procedure that allowed you to petition the Planning Commission for a variance to allow for more than four dogs, and to his knowledge that has not happened. He explained an adult dog was considered four months or older.

Carol Blackburn, Township Resident voiced her concerns about the safety of her family because of the number of pit bulls in the township and in her neighborhood. She also felt that if you are a responsible owner, they are a good family pet, but it takes a lot of maintenance and training for them to become this way.

Clerk Lovejoy Roe commented that if the residents felt fearful and would not go in their own back yards then they needed to contact the Township and tickets needed to be issued. She also explained that this was the 1st reading of the Ordinance and the board was depending on the professionals for answers and we are open to any suggestions regarding the situation.

Supervisor Stumbo said that the problem is throughout the Township and not in just the West Willow area and explained that were only two animal control officers county wide and was not enough to handle the problem.

**CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 21, 2010 REGULAR MEETING MINUTES
PAGE 10**

The motion carried as followed:

**Martin: No Eldridge: Yes Currie: Yes Sizemore: Yes
Stumbo: Yes Doe: Yes Lovejoy Roe: Yes**

11. 1st READING PROPOSED ORDINANCE NO. 2010-410, AMENDING CHAPTER 14, ANIMALS ARTICLE II OF THE CODE OF ORDINANCES

A motion was made by Clerk Lovejoy Roe, supported by supported by Treasurer Doe to approve the 1st reading proposed Ordinance No. 2010-410, amending Chapter 14, Animals Article II of the code of ordinances (see attached). The motion carried as followed:

**Martin: No Eldridge: Yes Currie: Yes Sizemore: Yes
Stumbo: Yes Doe: Yes Lovejoy Roe: Yes**

Mr. Radzik explained the proposed amendment enhanced the current ordinance.

12. REQUEST OF AGC AUTOMOTIVE AMERICAS R&D, INC FOR YPSILANTI TOWNSHIP TO INSTALL EIGHT PINE TREES (6' OR TALLER) ON THE PUBLIC SIDE OF THEIR PROPERTY LINE BUDGETED IN LINE ITEM #101.774.000.783.004

A motion was made by Trustee Eldridge supported by Trustee Sizemore to approve the request of AGC Automotive Americas R&D, Inc. for Ypsilanti Township to install eight pine trees (6' or taller) on the public side of their property line. The motion carried unanimously.

Supervisor Stumbo explained that AGC Automotive which leased from the township had golfers coming onto their private property and retrieve their golf balls and were finding this to be compromising to the customers. She also said that this is a very private Research and Development Company and they did not want others to see what the business was doing. She explained that there was a fund of sixty thousand dollars to plant trees throughout the township and felt we should try to utilize these funds.

Joe Lawson, Planning Coordinator explained that money specifically donated for tree planting would be used. He explained that in addition to the trees there would be a 20 ft. buffer of tall grass and trees as well as signs.

Trustee Martin felt the trees would hide the building, but did not think it would keep anyone from trespassing and he suggested a privacy fence.

Mr. Lawson said that it was not the matter of someone walking on the property but the visual aspect and funds were set aside for this purpose.

13. REQUEST TO ACCEPT CONGRESSIONAL AWARD #DE-EE0003308 FOR ENERGY EFFICIENCY UPGRADES FOR THE TOWNSHIP OF YPSILANTI BUILDINGS, IN THE AMOUNT OF \$950,088

**CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 21, 2010 REGULAR MEETING MINUTES
PAGE 11**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to approve the request to accept Congressional Award #DE-EE0003308 for Energy Efficiency Upgrades for the Township of Ypsilanti Buildings, in the amount of \$950,088. The motion carried unanimously.

Jeff Allen, Director of Residential Services stated the Township was approved for the Congressional Award Grant and would have until October 2011 to make the improvements.

14. SET PUBLIC HEARING DATE OF TUESDAY, NOVEMBER 16, 2010 AT APPROXIMATELY 7:00 P.M. FOR THE 2011 FISCAL YEAR BUDGET

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to set the public hearing date of Tuesday, November 16, 2010 at approximately 7:00 p.m. for the 2011 fiscal year budget. The motion carried unanimously.

OTHER BUSINESS

The Board agreed to add this item under Other Business.

1. REQUEST TO APPROVE THE CLOSURE OF ROADS FOR THE WILLOW RUN HOMECOMING PARADE

A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to approve the road closure for the Willow Run Homecoming Parade. The motion carried unanimously.

Trustee Eldridge asked if the Township could move forward on the hook-up to water and sewer at Ford Heritage Park. He also asked to sit down with Art Serafinski, Recreation Director to design, at minimal cost, some type of restroom system that might include a vending area. He requested that the item be place on the next board agenda.

Supervisor Stumbo informed Trustee Eldridge he should send a written request to have it placed on the board agenda.

2. REQUEST TO APPROVE PROFESSIONAL SERVICES FROM STANTEC GRANT WRITING FOR WATER QUALITY AND FORD LAKE ISSUES

A motion was made by Clerk Lovejoy Roe supported by Trustee Martin to retain the professional services of Stantec for grant writing for water quality and Ford Lake issues, subject to providing an hourly rate and that all grants are presented to the Board before filing. The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 21, 2010 REGULAR MEETING MINUTES
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AUTHORIZATIONS AND BIDS

REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO APPROVE THE AUTHORIZATION & AGREEMENT FOR THE PROFESSIONAL SERVICES OF GENERAL CODE TO DESIGN, IMPLEMENT AND SUPPORT A TOWNSHIP DOCUMENT AND RECORD MANAGEMENT SYSTEM FOR A TOTAL COST OF \$48,684. THIS WOULD INCLUDE THE NECESSARY SOFTWARE LICENSING FOR 22 NAMED USERS.

A motion was made by Clerk Lovejoy Roe supported by Treasurer Doe to table Authorizations and Bids. The motion carried as followed:

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

STATEMENT AND CHECKS

- A. SEPTEMBER 7, 2010**
- B. SEPTEMBER 21, 2010**

A motion was made by Treasurer Doe, supported by Trustee Sizemore to approve Statements and Checks for September 7, 2010, in the amount of \$732,896.47 and September 21, 2010, in the amount of \$855,262.56. The motion carried unanimously.

ADJOURNMENT

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

The meeting adjourned at approximately 9.50 p.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

TRUSTEE REPORT

THERE IS NO WRITTEN TRUSTEE REPORT

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

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

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

FAX (734) 481-

[E-MAIL:](#)

September 28, 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: **Fire Incident Date:** **September 27, 2010**

Location: **2404 Lakeview Ave., Ypsilanti Township,
Washtenaw County**

Claim No. **unknown**

Property Owner: **Bottle & Basket Market
2404 Lakeview Ave.
Ypsilanti, MI 48197**

***Request for Authorization to Proceed to Initiate Legal Action
in Washtenaw County Circuit Court (if necessary) to Insure
the Clean Up and Removal of Commercial Structures Housing
Bottle & Basket Market Due to Fire***

Dear Board Members:

As I am sure all of you are aware, a fire occurred during the early morning hours of **September 27, 2010** at 2404 Lakeview Ave., specifically the Bottle & Basket Market, which, according to the information received from AnnArbor.com and OCS Director Mike Radzik, resulted in a total loss. In addition to Bottle & Basket being deemed a total loss, it is my understanding two additional storefronts (vacant) were also destroyed. I have attached for your convenience a copy of the newspaper article posted by AnnArbor.com News Director Amalie Nash on **September 27, 2010** concerning this fire.

Township Board
Re: 2404 Lakeview Ave.
September 28, 2010
Page 2

As of this date I am awaiting the receipt of the Township's official **Fire Incident Report (FIR)** along with photographs that undoubtedly will accompany this report in accordance with the procedures set forth in the **Nuisance Abatement Procedure Manual**. I did however receive from OCS Director Radzik email correspondence wherein he provided the name of the insurance carrier who insured the buildings that were destroyed, to wit: **Northpointe Insurance Co. (Northpointe)**. I did contact Northpointe utilizing the number provided by Director Radzik, however the agent who is in charge of this file (whose first name is Dawn) was not available. I did advise her secretary as to our representation of the Charter Township of Ypsilanti and requested that she contact me at her earliest convenience.

One of the reasons why this issue is being brought to your attention at this early stage of the fire is due to concerns that have already been expressed to Township officials from the local neighborhood watch group. Given the total loss of this commercial structure (coupled with the burned out and boarded up nature of the building involved), the neighbors are concerned that this building will soon become an attractive nuisance and perhaps a focal point for squatters as we rapidly approach the beginning of cold weather. In light of the length of time it takes the insurance adjusters and the insured to reach a final settlement, I certainly recommend that the Township be as proactive as possible in trying to highlight to those involved the importance of demolishing buildings that are determined to be a total loss, as well as forward the required withholding funds to the Township during this interim time period to insure the Township is in compliance with state law.

It is my understanding that additional information and documents will be forwarded to your office as they are received either from Director Radzik, Fire Chief Copeland and/or myself. If after review of this correspondence and attachments you have any questions or I can be of further assistance, please contact me.

Very truly yours,



Wm. Douglas Winters

rsk/enclosure
cc: Trustees Ron Fulton Mike Radzik

ATTORNEY REPORT

GENERAL LEGAL UPDATE

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

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WM. DOUGLAS WINTERS
ANGELA B. KING

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

September 30, 2010

Karen Lovejoy Roe, Clerk
Attn: Nancy Wrybkowski
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, MI 48197

**Re: Charter Township of Ypsilanti v DON A. RYBACK, a/k/a DONALD A. RYBACK, CHERYL E. RYBACK, and CHASE MANHATTAN MORTGAGE CORPORATION AS SUCCESSOR TO THE SIMPSON MORTGAGE COMPANY, Individually.
Washtenaw County Circuit Court Case No.: 10-119-CZ;
Honorable Donald E. Shelton**

2158 Woodale, Ypsilanti Township, Washtenaw County, Michigan

Place on Agenda to Discuss at Next Regularly Scheduled Board Meeting October 5, 2010

Dear Township Clerk:

Per my discussion with Nancy Wrybkowski, please place the above matter on the Township Board's agenda for the next meeting to discuss a proposed settlement agreement. This involves the demolition taking place at 2158 Woodale.

I am attaching a copy of the proposed agreement. Please feel free to call the undersigned if there are any questions or concerns. Thank you for your assistance.

Sincerely,



Dennis O. McLain

js/enc.

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between the Charter Township of Ypsilanti ("Township") and Chase Manhattan Mortgage Corporation as successor to the Simpson Mortgage Company (collectively "Chase"):

WHEREAS the subject real property located in the Township of Ypsilanti, County of Washtenaw and State of Michigan and described as follows:

Lot 1094, Huron Dam Subdivision, as recorded in Liber 6 of Plats, Page 55, Washtenaw County Records.

Parcel #K-11-24-211-014

and commonly known as 2158 Woodale, Ypsilanti Township, MI ("the Property").

WHEREAS CHASE has a mortgage on the Property.

WHEREAS the Property is unsanitary, a fire hazard, unsafe to inhabit and has sustained serious damage and CHASE, and Ypsilanti agree that the damage is so severe and unsafe that the structures on the Property should be demolished.

WHEREAS the Charter Township of Ypsilanti commenced litigation against the Rybacks and CHASE in the Washtenaw County Circuit Court, Case 10-119-CZ ("the litigation"), for the purpose of obtaining an Order compelling the Rybacks and CHASE to

demolish the structures on the premises and otherwise abate nuisances that may exist on the Property.

WHEREAS, the Rybacks have previously consented to an order requiring the demolition of all structures on the premises (March 24, 2010).

WHEREAS the Township and Chase have undertaken settlement discussions which have resulted in the settlement set forth in this Agreement. The Rybacks are not a party to this settlement agreement.

WHEREFORE, for the mutual promises contained herein, the parties agree as follows:

1. CHASE authorizes Township to demolish the damaged house and all other structures including but not necessarily limited to the fences, sheds, septic tanks, septic fields, and remove the debris from the Property.

2. The Township may hire one (1) or more outside contractors of the Township's choosing to accomplish the demolition, removal and cleanup.

3. CHASE will reimburse the Township for the cost of the demolition, not to exceed the amount of \$16,785.44 as follows:

a.	demolition contractor	\$15,650
b.	Township administrative costs	<u>\$1,135.44</u>
		\$16,785.44

The Township shall present a bill to Chase, through its legal counsel, within sixty days (60) days of the demolition.

4. The Township agrees to re-assess the Property for property tax purposes as may be consistent with the status of the Property as a vacant parcel at the next Regular Property Tax Assessment Hearing.

5. Upon demolition and reimbursement for such, the parties shall stipulate to a dismissal of the litigation as to Chase with prejudice and, subject to the above, without costs, attorney fees or interest to any party.

6. The Township agrees so long as CHASE or any of its successors or assigns only holds a mortgage interest in the property the Township shall not seek from CHASE or its successors or assigns any amounts or contributions for the future maintenance, upkeep or repair of the property, except as follows: if the Township is required to mow the grass in accordance with its blight/noxious weeds ordinance, Chase understands that these charges will be recorded upon the property tax rolls as required by law.

7. The parties acknowledge that, prior to approval, this Agreement was presented to and deliberated by the Township's governing Board of Trustees in accordance with the applicable requirements and provisions as contained in the Michigan Open Meetings Act.

8. This document contains the entire agreement between the parties and may not be modified except in a writing signed by the parties.

9. This document may be executed in counterparts and remain fully enforceable.

10. By signing this document, the representative of each of the parties hereby affirms that he/she has full authority to enter into and sign this Agreement on behalf of the respective party for which they sign.

11. The Parties hereby declare that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a complete and final settlement and termination of all claims and rights in the Litigation. The Parties declare and represent that no promises, inducements, or agreement not herein expressed have been made to them with respect to this Agreement.

12. This Agreement shall be interpreted and enforced according to the laws of the State of Michigan.

13. All the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the fiduciaries, heirs, successors, and assigns of the Parties hereto.

14. Each Party agrees to sign and deliver all documents, instruments, certificates and applications, and take all other actions, which may be deemed reasonably necessary by the other Parties to consummate and effectuate the transactions contemplated by this Agreement.

15. The parties to this Agreement agree that no Party shall be deemed to be the drafter of this Agreement and in the event that this Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provision hereof against any Party as the drafter of this Agreement, acknowledging that all parties have contributed substantially and materially to the preparation of this Agreement.

Charter Township of Ypsilanti

Dated: _____

By: _____

Its: Supervisor

Dated: _____

By: _____

Its: Clerk

STATE OF MICHIGAN)

COUNTY OF _____)

Subscribed and sworn to before me this
_____ day of _____ 2010.

_____, Notary Public
_____ County, Michigan
Acting in the County of _____
My Commission Expires: _____

Dated: _____

By: _____

Chase Manhattan Mortgage Corporation

Its: _____

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this
_____ day of _____, 2010.

_____, Notary Public
_____ County, _____
Acting in the County of _____
My Commission Expires: _____

**COUNTY OF WASHTENAW COMMUNITY DEVELOPMENT AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG PROGRAM)**

This AGREEMENT dated the _____ day of _____, 2010, is between the COUNTY OF WASHTENAW, a municipal corporation, with office located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("COUNTY") and the CHARTER TOWNSHIP OF YPSILANTI, a municipal corporation, with offices located at 7200 South Huron River Drive, Ypsilanti, Michigan 48197, ("TOWNSHIP").

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

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

WHEREAS, the 2010- 11 Ypsilanti Township Public Improvement Projects – Road Improvements has been approved by the Urban County Executive Committee for funding under the CDBG Program; and

WHEREAS, the TOWNSHIP has agreed to collaborate with the Office of Community Development to manage this public improvement project; and

WHEREAS, on April 27, 2010, the Urban County Executive Committee approved \$205,000 in 2010 Urban County CDBG funding as a grant to the TOWNSHIP to support the eligible public improvement activities within the Urban County boundaries, as specified in this Agreement; and

WHEREAS, this allocation of CDBG funding will leverage local funding from Ypsilanti Township to pay for the design, project management and construction costs of this project; and

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

1. **USE OF FUNDS:** [24 CFR 570.503(b)(1)]
 - A. **SCOPE OF SERVICES:** TOWNSHIP agrees to use COUNTY CDBG funds for the eligible costs of contracting with the Washtenaw County Road Commission to complete road improvements at the following locations: *(1) Centennial & Pasadena, Holmes to Clark, (2) Harris Road, North of Russell, (3) Burbank, Cross to Michigan Avenue and (4) Grand Boulevard, Holmes to Michigan Avenue.* This project will include milling the existing surfaces, structure adjustments, placement of 3' bituminous overlays and associated engineering/project management costs. TOWNSHIP will work with the Office of Community Development and the Road Commission to coordinate the bidding and procurement of all services necessary to complete the project and shall perform all services necessary to complete the project as set forth in Attachment A.
 - B. **SCHEDULE:** Timely completion of the work specified in this Agreement is essential. By signing this Agreement, TOWNSHIP agrees to make every effort to ensure that the project will not be delayed. Failure to meet deadlines may result in cancellation of this Agreement and the revocation of COUNTY CDBG funds.
 - C. **BUDGET:** TOWNSHIP expressly agrees to complete all work in accordance with the budgets set forth in Attachment B.

CR 42132

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

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

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

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

Pursuant to 24 CFR 570.504(c), **TOWNSHIP** agrees that program income, unexpected funds or other assets will not be retained by **TOWNSHIP** for other eligible activities, but will be returned to the COUNTY and will be deposited into the CDBG Program Income Account. The activities to be undertaken with program income are noted in Section 1B. of this Agreement. All provisions of this Agreement shall apply to the specified activities. Transfers of grant funds by the COUNTY to **TOWNSHIP** shall be adjusted according to the principles described in 24 CFR 580.504(b)(2) (i), (ii). Any program income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the COUNTY as required by 24 CFR 570.503(b)(8) as noted in Article 8 of this Agreement.

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

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

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

- A. Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063, as applicable under 24 CFR 570.601
- B. Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR part 1, as applicable under 24 CFR 570.570.601(a)(1).
- C. Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620), as applicable under 24 CFR 570.601(a)(2)
- D. Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply as applicable under 24 CFR 570.601(b).
- E. In accordance with County regulations and 24 CFR 507.602, Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, sexual orientation, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.
- F. Labor standards.
 - (i) In a construction project that has a total cost which exceeds two thousand dollars (\$2,000.00), **TOWNSHIP** agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276a-276a – 5). In accordance with 24 CFR 570.603 (a), the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) applies to the rehabilitation of residential property only if such property contains not less than 8 units.
 - (ii) **TOWNSHIP** agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 276 et. seq.).
 - (iii) In accordance with 24 CFR 570.603(b), the regulations in 24 CFR part 70 apply to the use of volunteers.
 - (iv) **TOWNSHIP** agrees that all of its agents, employees, contractors, and subcontractors will be sufficiently and properly trained to perform activities under this Agreement.
 - (v) In accordance with the Drug-Free Workplace Act of 1998 and the rules found at 24 CFR Part 24, subpart F, **TOWNSHIP** agrees to provide a drug-free workplace.
 - (vi) **TOWNSHIP** agrees to ensure that all contracts and subcontracts awarded under this Agreement will be awarded on a fair and open competition basis and in accordance with the Office of Community Development Procurement Policy. The Contractor assures the County that it will follow federal procurement standards as described in the Code of Federal Regulations section 2 CFR Part 215.4 when procuring goods or services with

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federal funds to insure that procurement decisions are made ethically and with free and open competition among those providing the goods or services.

(vii) **TOWNSHIP** agrees to comply with the Living Wage Ordinance enacted by the COUNTY requiring covered vendors who execute a service or professional contract with the COUNTY to pay their employees under that contract, a minimum of either \$10.88 per hour with benefits or \$12.75 per hour without benefits. **TOWNSHIP** understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 30, 2010 and annually thereafter which amount shall be automatically incorporated into this Agreement. COUNTY agrees to give **TOWNSHIP** thirty (30) days written notice of such change. **TOWNSHIP** agrees to post a notice containing the COUNTY'S Living Wage requirements at a location at its place of business accessed by its employees.

(viii) **TOWNSHIP** agrees to Equal Opportunity Employment.

(1) Except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business, **TOWNSHIP** will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

(2) **TOWNSHIP** will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of an applicant and the treatment of employees. Affirmative action includes, but is not limited to, employment, upgrading, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.

(3) **TOWNSHIP** agrees to post notices containing the policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of **TOWNSHIP**, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

G. National Flood Insurance Program. Pursuant to 24 CFR 570.605, the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under 24 CFR 570.

H. Displacement, relocation, acquisition, and replacement of housing. If property is occupied at the time of this Agreement, **TOWNSHIP** will comply with the requirements of 24 CFR 570.606.

I. Employment and contracting opportunities. Pursuant to 24 CFR 570.607, **TOWNSHIP** shall comply with:

(i) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p.339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity) and the implementing regulations at 41 CFR chapter 60; and

(ii) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

J. Lead-based paint. Pursuant to 24 CFR 570.608, **TOWNSHIP** agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

K. Use of debarred, suspended or ineligible contractors or sub recipients is prohibited. Pursuant to 24 CFR 570.609, the requirements set forth in 24 CFR part 5 apply to this program. By signing this Contract, **TOWNSHIP** assures the COUNTY that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;

2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal

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or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and;
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

L. Conflict of interest. Pursuant to 24 CFR 570.611:

- (i) In the procurement of supplies, equipment, construction, and services the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.
- (ii) In all other cases, the following provisions apply:
 - (a) **TOWNSHIP** warrants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner with the performance of its services under this Agreement. **TOWNSHIP** further warrants that it will not employ persons having such an interest.
 - (b) These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the COUNTY or of **TOWNSHIP**.
 - (c) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of 24 CFR 570.611(d).
- (iii) **TOWNSHIP** agrees that no funds received and no personnel employed pursuant to this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code, which is commonly referred to as "The Hatch Act".

M. Eligibility restrictions for certain resident aliens. In accordance with 24 CFR 570.613, certain individuals are ineligible to receive funds under this program.

- (i) Restriction. Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the Community Development Block Grant Program. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in this program. "Benefits" do not include relocation services and payments to which displacees are entitled by law.
- (ii) Covered activities. "Covered activities" under this section means activities meeting the requirements of Sec. 570.208(a) that either:
 - (1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or
 - (2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.
- (iii) Limitation on coverage. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.
- (iv) Compliance. Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.

N. Architectural Barriers Act and the Americans with Disabilities Act. Pursuant to 24 CFR 570.614, **TOWNSHIP** agrees to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6), and The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225).

O. Environmental Standards. Pursuant to 24 CFR Part 58, **TOWNSHIP** agrees to comply with the National Environmental Policy Act of 1969, the Clean Air Act, and the National Historic Preservation Act of 1966, regarding environmental review, decision making, and actions and responsibilities related to the execution of all federally-funded projects.

6. **SUSPENSION AND TERMINATION:** [24 CFR 570.503(b)(7)]

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In accordance with 24 CFR 85.43, suspension or termination may occur if TOWNSHIP materially fails to comply with any term of this Agreement. This agreement may also be terminated in accordance with the provisions of 24 CFR 85.44.

7. REVERSION OF ASSETS. [24 CFR 570.503(b)(8)]

As indicated in Article 3 of this Agreement, TOWNSHIP shall transfer to COUNTY any CDBG funds on hand at the time of expiration of this Agreement and any accounts receivable attributable to the use of CDBG funds. Any real property under TOWNSHIP's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the COUNTY; or not used in accordance with one of the national objectives as discussed in this section, in which event, the TOWNSHIP shall pay to the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the COUNTY.

8. REQUESTS FOR DISBURSEMENT OF FUNDS:

- A. The County shall pay TOWNSHIP an amount not to exceed **Two Hundred Five Thousand Dollars (\$205,000.00)**, in 2010 CDBG FUNDING to accomplish the work detailed in this Agreement. TOWNSHIP will comply with established COUNTY disbursement schedules and procedures. CDBG funds will be disbursed to the TOWNSHIP upon submission of invoices for work completed and inspected. TOWNSHIP will provide the OCD with proof of interim & final inspections, final project budget (including engineering/project management costs), original Davis-Bacon and Section 3 paperwork, sworn statements from contractors, and waivers of lien with final request for reimbursement of CDBG-eligible costs. All checks, invoices, contracts, vouchers, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- B. TOWNSHIP agrees that all CDBG funds will be disbursed within 30 business days of receipt. In no event will a disbursement or further disbursements be made after a notice by the COUNTY of a violation of this Agreement, which violation has not been corrected to the satisfaction of the COUNTY.
- C. TOWNSHIP agrees that payments for services, supplies or materials shall not exceed the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished. All cost overruns shall be the responsibility of TOWNSHIP.

10. ENFORCEMENT OF AGREEMENT: [24 CFR 92.504(c)(3)(vii)]

In the event TOWNSHIP breaches this Agreement or any of the loan documents to be executed, the COUNTY shall have full remedies consistent with the purpose of this Agreement and as set forth in the loan documents. Remedies include, but are not limited to: COUNTY providing direction to TOWNSHIP in project management; deed restrictions, property liens, appointing a receiver to manage the project according to terms of this Agreement; taking possession of the project and managing it; purchasing the property, and all remedies set forth in the parties loan documents and assignment of rent document, if applicable. It is the intent of the parties that these remedies be exercised in a manner appropriate in light of the breach and that this project shall continue to provide housing for the target population of low-income individuals. In the event of any breach, each lender shall be responsible for enforcement of its own loan/grant documents.

The COUNTY may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that TOWNSHIP has failed to comply with the terms and conditions of this Agreement or in the event that funds are no longer available to the COUNTY. The COUNTY shall promptly notify TOWNSHIP in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients or recapture of funds by the COUNTY shall be in accordance with the legal rights and liabilities of the parties.

It is the parties' intent that the obligations created by this Agreement be enforceable by all parties to this Agreement. This Agreement is binding upon the parties to this Agreement and upon their successors, heirs and assigns, except as prohibited by this Agreement. Each of the promises and restrictions shall run with the land from the date of this Agreement. Neither the COUNTY nor TOWNSHIP will assign or transfer interest without the written consent of the other.

11. DURATION OF AGREEMENT:

This project starts on July 1, 2010 and ends on December 31, 2011.

12. PRACTICE AND ETHICS:

Each party shall conform to the code of ethics of its respective national professional associations.

13. EQUAL ACCESS:

TOWNSHIP agrees to adhere to the terms of this Agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

14. CONTINGENT FEES:

TOWNSHIP promises that it has not employed or retained any company or person, other than bona fide employees working solely for **TOWNSHIP**, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for **TOWNSHIP**, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this promise, the **COUNTY** may cancel this Agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due to **TOWNSHIP**.

15. PAYROLL TAXES:

TOWNSHIP is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the **COUNTY** against such liability.

16. SECURITY:

TOWNSHIP agrees to execute all appropriate documents to secure and to provide for the repayment of funds advanced by the **COUNTY** and other lenders as well as to enforce the provisions of this Agreement. **TOWNSHIP** shall not incur additional debt secured by this property without written approval of the **COUNTY** and any other lenders. **TOWNSHIP** may refinance at any time, so long as the amount financed shall not exceed the amount currently financed and so long as **TOWNSHIP** is in compliance with the terms of this Agreement.

17. INSURANCE REQUIREMENTS:

TOWNSHIP agrees to require any contractor, subcontractor, or consultant to maintain at the expense of the contractor, subcontractor, or consultant, the following insurance coverage as applicable:

- A. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
- C. Comprehensive/Commercial General Liability Insurance with a combined single limits of \$1,000,000 each occurrence for bodily injury and property damage. The **COUNTY** shall be added as "additional insured" on this Policy with respect to the service provided under this Agreement.
- D. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

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Insurance companies, named insureds and policy forms shall be subject to the approval of the COUNTY. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions that reduce coverage provided to the COUNTY. TOWNSHIP shall be responsible to COUNTY or insurance companies for all costs resulting from both financially unsound insurance companies selected and inadequate insurance coverage. TOWNSHIP shall furnish the COUNTY with satisfactory certificates of insurance or a certified copy of the policy, if requested.

No payments will be made to TOWNSHIP until current certificates of insurance have been received and approved by the COUNTY. If the insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended. TOWNSHIP shall furnish the COUNTY with certification of insurance evidencing such coverage and endorsements at least ten (10) business days prior to commencement of services under this Agreement. Certificates shall be addressed to the County Administrator, P.O. Box 8645, Ann Arbor, MI 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

18. INDEMNIFICATION:

TOWNSHIP will protect, defend and indemnify the COUNTY, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including TOWNSHIP's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the COUNTY in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this Agreement resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or employee, agent or representative of TOWNSHIP.

19. CONTRACT AMENDMENT:

Changes mutually agreed upon by the COUNTY and TOWNSHIP will be incorporated into this Agreement by written amendments signed by both parties.

20. CHOICE OF LAW AND SEVERABILITY:

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this Agreement is in Washtenaw County, Michigan. If any provision or provisions set forth in this document is in conflict with any Michigan law or is otherwise unenforceable, that provision is void to the extent of the conflict and is severable from and does not invalidate any other provision of this Agreement.

21. HEADINGS:

The headings in this Agreement are for convenience of reference only and shall not affect the meaning of this Agreement.

22. SIGNATURE AUTHORITY:

The individuals signing this Agreement have the requisite authority to do so and bind TOWNSHIP to the terms and conditions herein.

23. ENTIRE CONTRACT:

This Agreement represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ATTESTED TO:

WASHTENAW URBAN COUNTY:

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

By: _____
Verna J. McDaniel (DATE)
County Administrator

ATTESTED TO:

YPSILANTI CHARTER TOWNSHIP:

By: _____ (DATE)
Karen Lovejoy-Roe
Township Clerk

By: _____ (DATE)
Brenda Stumbo
Township Supervisor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

By: _____ (DATE)
Mary Jo Callan, Director
Office of Community Development

ATTACHMENT A- SCOPE OF SERVICES & TIMELINE

NARRATIVE DESCRIPTION/ SCOPE OF WORK:

WASHTENAW COUNTY will contract with YPSILANTI TOWNSHIP to complete four (4) road improvement projects, as described in Article-I Use of Funds. These projects will be paid for with 2010 CDBG funding in the amount of \$205,000 in addition to TOWNSHIP in-kind contributions for coordination with the Road Commission, according to the budget in Attachment B. The TOWNSHIP shall coordinate with the Office of Community Development to assure that the requirements for public improvement project are met, according to the following timeline:

SPECIAL CONDITIONS:

The TOWNSHIP shall also coordinate with the Office of Community Development to assure that the following requirements for the public facility improvement project are met:

1. CONTRACTOR(s) must follow the requirements of the Davis-Bacon Act and Wage Determination, and the Section 3 regulations, as provided by the Office of Community Development to the TOWNSHIP.
2. CONTRACTOR(s) shall submit a project timeline and attend a pre-construction conference with the Office of Community Development.
3. Upon completion of the bid review process, TOWNSHIP will submit award documents to the Office of Community Development.
4. TOWNSHIP will be subject to the monitoring requirements of the U.S. Department of Housing and Urban Development (HUD) as a recipient of CDBG funds. The monitoring will be conducted by Office of Community Development staff.
5. TOWNSHIP will assure that the bid is sent to the list of minority and women-owned businesses, as provided by the Office of Community Development
6. CONTRACTOR(s) agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project.
7. CONTRACTOR(s) agree to maintain performance & payment bonds, as indicated in the 2010-11 RFP documents issued by the Road Commission.

PROJECT TIMELINE:

PROJECT TIMELINE	Deadline
TOWNSHIP will coordinate with WCRC & OCD to release the project for bid with annual Road Commission work in Township.	6/2/10
TOWNSHIP will assure that the bid is sent to the list of minority and women-owned businesses, as provided by the Office of Community Development.	6/2/10
TOWNSHIP will provide OCD with a copy of insurance certificate, annual audit, and budget summary for TOWNSHIP.	11/1/10
TOWNSHIP/WCRC will provide OCD with copy of bid documents, bid tabulation, bonding, contractor information form, contract, and insurance certificate for contractor selected.	6/22/10
TOWNSHIP will coordinate with the OCD & WCRC to schedule pre-construction conference for Ypsilanti Township HMA projects.	6/22/10
TOWNSHIP/WCRC contractor begins construction work on the Ypsilanti Township HMA projects.	10/1/10
TOWNSHIP/WCRC contractor achieves substantial completion of construction work on the Ypsilanti Township HMA projects.	11/1/10
TOWNSHIP/WCRC complete final inspection of Ypsilanti Township HMA projects.	12/1/10
TOWNSHIP will provide the OCD with proof of interim & final inspections, final project budget (including engineering/project management costs), original Davis-Bacon paperwork, sworn statements from contractors, waivers of lien w/ final request for reimbursement of CDBG-eligible costs.	2/1/11
TOWNSHIP will coordinate with the Office of Community Development to complete an annual CDBG monitoring visit.	6/30/11
Project Completion Date:	6/1/11

ATTACHMENT B- PROJECT BUDGET

SUMMARY OF TERMS:

The COUNTY agrees to pay to or on behalf of the TOWNSHIP the sum of \$205,000 of 2010 CDBG Funds according to the according to the budget below.

PROJECT BUDGET:

PROGRAM BUDGET		NAME:	2010 ROAD IMPROVEMENTS	
REVENUE SOURCE(S):	THIS REQUEST		YPSILANTI TOWNSHIP	TOTAL
Grant Amounts – CDBG	\$205,000		\$205,000	\$205,000.00
Grant Amounts – CDBG-R				
Other Support – Ypsilanti Twp	\$3,500		\$3,500	\$3,500.00
Status of Funds	Secured			
Total Revenues	\$208,500.00		\$208,500.00	\$208,500.00
PROGRAM EXPENSES	THIS REQUEST		YPSILANTI TOWNSHIP	TOTAL
Personnel, Taxes & Fringe Benefits				
Consultant & Contractual Fees				
Space & Related Costs				
Printing / Supplies				
Specific Assistance - scholarships				
Audit				
Program Evaluation				
Marketing				
Other – postage, communications				
Other – travel, insurance				
Other – staff development				
Other – fundraising expense				
WC Road Commission	\$208,500		\$208,500	\$208,500
Total Expenditures	\$208,500.00		\$208,500.00	\$208,500.00

On 9/10/2010 at 10:16 AM, in message
<170469.79768.qm@web82801.mail.mud.yahoo.com>, Sandy Andresen
<sandyandresen@sbcglobal.net> wrote:

Ypsilanti Township Board of Trustees:

The Park Commission has worked with the Michigan Mountain Biking Association (MMBA) in an attempt to formalize their agreement to create and maintain trails in Hewens Creek Park. After the January 2010 meeting, the Commission requested that Mr. Serifinski submit the draft of a Memorandum of Understanding (MOU) for legal review. As a part of the Commission's request, they shared their concern about the proposed bridge structure.

Attachment one is a copy of the request dated February 1, 2010. At the April 2010 Park Commission meeting the Commissioners requested that Mr. Serafinski inquire about the status of the legal review of the proposed MOU.

Attachment two shows that Mr. Serafinski made the inquiry April 13, 2010.

The Commission would like to request that the Board of Trustees review and approve the MOU so we may move forward with the MMBA. As stated in the February 1, 2010 attachment to Mr. Serafinski, "... it is the Park Commissioners desire to deal with each entity that present themselves to the Park Commission in a consistent manner i.e. Ypsilanti National Little League and its contract. It is also believed that any group working within one of the Township's parks over a long-term basis should have some type of written understanding that is agreed to by both parties."

The third attachment is the draft MOU that we are requesting you review and approve.

Thank you for your time and efforts on behalf of our park system.

Park Commission

"A child who does not play is not a child, but the man who does not play has lost forever the child in him." – Pablo Neruda, Chilean poet, 1904–1973

Park Commission

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



Sandy Andresen, Chair
Marcia Chapman, Vice Chair
Debbie Swanson, Secretary
Scott Martin, Treasurer

Commissioners:
Tom Bagwell
Elayne Black
Lawrence W. Johnson
Ted Vasicek
Carissa Watson

February 1, 2010

Art,

The Park Commission would like to request that you submit the MOU between the Michigan Mountain Biking Association and the Park Commission for legal review. Please share that it is the Park Commissioners desire to deal with each entity that present themselves to the Park Commission in a consistent manner i.e. Ypsilanti National Little League and its contract. It is also believed that any group working within one of the Township's parks over a long-term basis should have some type of written understanding that is agreed to by both parties.

Additionally, please share with Mr. Winters the Park Commissioner's concern about whether or not the proposed bridge would be covered under MCL Act 451 of 1994. The MMBA seemed to indicate that STRUCTURES were covered under a statement which they quoted as follows: "Land can include physical land, roadways, water, watercourses, STRUCTURES, buildings, machinery or equipment attached to the land." Unfortunately, we have not been able to substantiate this quote in MCL. If it is concluded that the proposed bridge is not covered by the afore-mentioned Act, is there some other portion of the law that would cover the bridge?

Thank you for your assistance.

Respectfully,
Park Commission

MEMORANDUM OF UNDERSTANDING
between
YPSILANTI TOWNSHIP PARK COMMISSION
and
MICHIGAN MOUNTAIN BIKING ASSOCIATION
Regarding
TRAILS AT HEWEN'S CREEK PARK
January 2010

The Michigan Mountain Biking Association (MMBA) is grateful for the privileges of designing, constructing and maintaining multiple use recreational trails at Hewen's Creek Park, owned and operated by the Charter Township of Ypsilanti, Michigan. The MMBA would like to set forth their intentions in this document. Evidence of our good faith in meeting these intentions is provided by the fact that MMBA has successfully carried out similar projects over the long term with the Michigan Department of Natural Resources, Washtenaw County Parks, City of Ann Arbor, and several other governmental agencies and organizations within the state.

1. Trail Description

The MMBA intends to design, construct and maintain a multiple use recreational trail for use of Township residents and others within the park. This trail will adhere to International Mountain Biking Association (IMBA) trail construction standards. In essence, these standards require that trails be safe, environmentally sensitive, sustainable and recreationally interesting.

Much of the envisioned trail construction at the park has already been accomplished and more is underway. The existing trail occupies the large eastern and central fields as well as the southern central access corridor off of Bemis Road (see Figure 1). Currently under construction are trails in the western section of the park (see Figure 2). The only sections of the envisioned trail not yet under construction are a trail in the spruce tree plantation and bridge across Hewen's Creek (approved) and a possible short section of trail in a small triangular section of land in the northeast corner of the park delineated by a drainage ditch.

2. Maintenance of Trail

MMBA intends to maintain the trails in useable condition. This includes mowing grassy sections during the summer months, trimming overhanging branches and shrubs, and removing fallen trees that may block the trail. MMBA will do this at its expense and with its own equipment.

Figure 1. Existing Trail

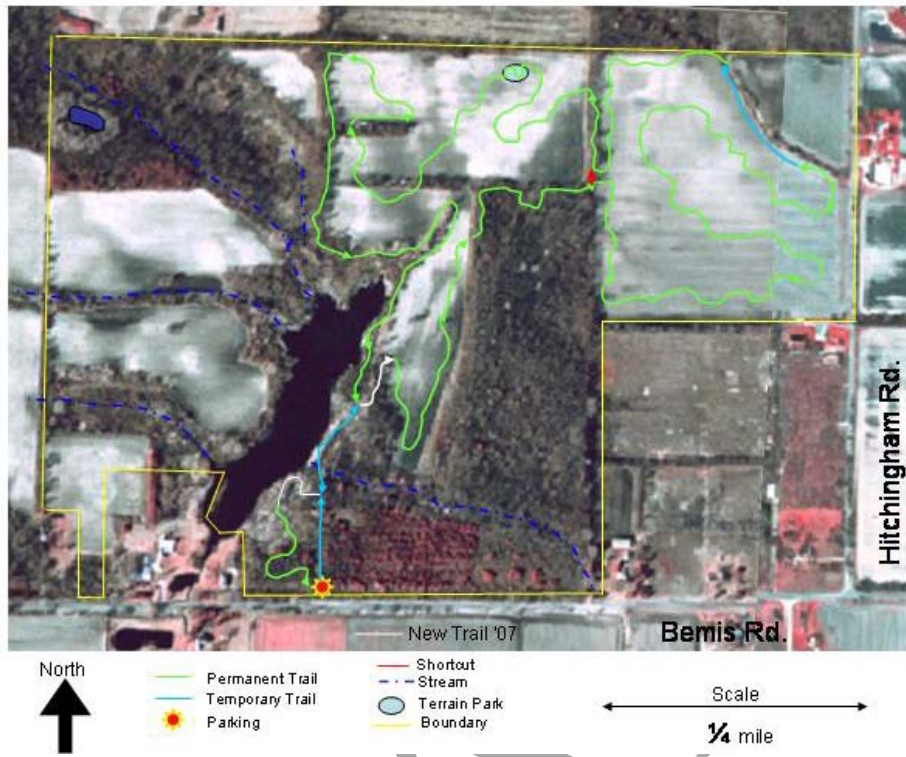
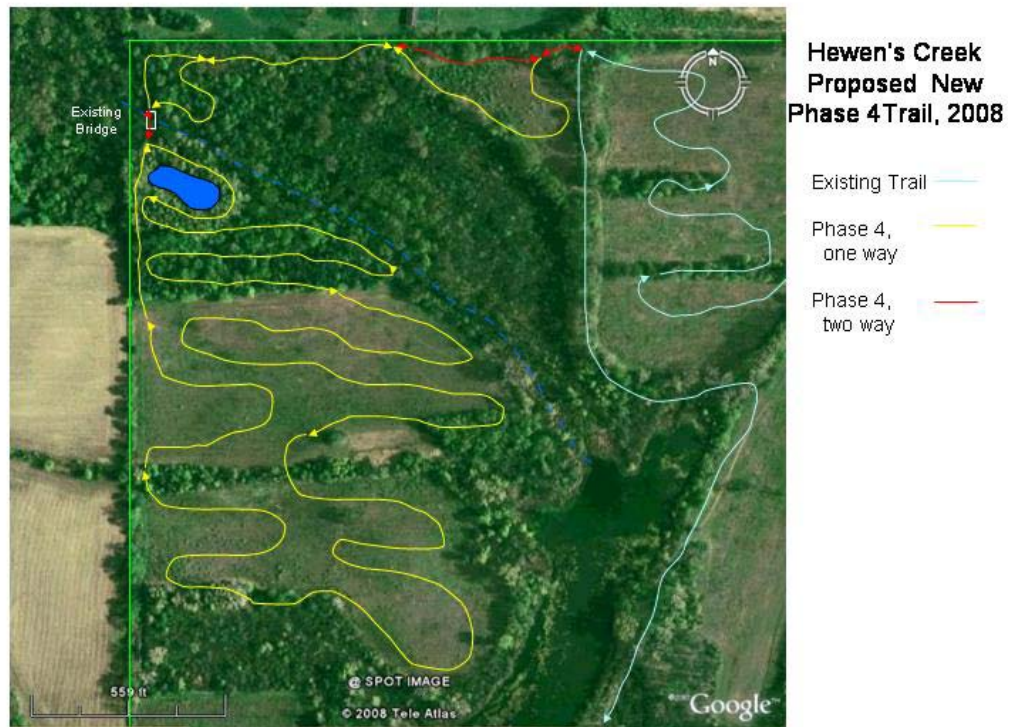


Figure 2. Western Extension



3. Trail Construction

MMBA will construct the trail using volunteer labor. Trail construction will take place during special “workdays” and by trained volunteers on their own time.

4. Trail Approval Process

MMBA uses a three part trail design process that we recommend for approving trails at the park and which we have employed there so far. It consists of 1) Selecting a route; 2) Reviewing the route with appropriate decision-makers and advisors, and 3) Seeking approval from the governing body of the landowning organization.

5. Adherence to All Township Ordinances and Rules

MMBA fully intends to adhere to all Township ordinances and rules connected with the park. In fact, presence of MMBA members either working on the trail or riding in the park is likely to result in enhanced potential for enforcement by the Township of ordinances and rules.

6. Funding of Improvements

MMBA intends to fully fund any improvements it proposes to make in the park associated with the trail system.

7. Promotion of the Trails

MMBA currently lists the Hewen’s Creek trail on it’s website under the “Trail Guide.” MMBA would also like to install a kiosk at the park containing a map of the trail system and information on how to volunteer to help maintain the trail.

8. Requirements of Insurance

MMBA carries insurance that covers liability for its leaders during official events. Volunteers at official events are required to sign a waiver that acknowledges and accepts any risks they might encounter (sample form attached). Ypsilanti Township would be held harmless during any MMBA event or work day/session. Furthermore, it is our understanding that the Township would be protected under the Michigan Recreational User Statute in Michigan Compiled Law, Natural Resources and Environmental Protection Act, Act 451 of 1994, 324.73301 (see attached).

9. Length of Agreement

This MOA will remain in effect as long as both parties are comfortable with the stated arrangement. If either party for some reason finds it undesirable or impossible to continue the proposed arrangement, then it would be terminated. In the case of the MMBA not being able to continue to maintain the trails, it would seek to transfer the responsibility to another outdoor recreation minded organization, such as the Sierra Club or a local group of motivated citizens.

10. Future of the Trail

MMBA acknowledges that the trails in Hewen's Creek are permitted by the authority of the Township and the existence of these trails is subject to ongoing approval of the Township Park Commission. If and when the Township develops the park, the compatibility of the existing trail, and future development plans will be reviewed. It is hoped that where the trail and future plans are compatible, the trail will be allowed to remain. MMBA would like the opportunity to participate in discussions of future plans for the park to try to maintain the presence of a multiple use recreational trail compatible with the needs of the biking community.

11. Description of the MMBA

The Michigan Mountain Biking Association (MMBA) is a 501(C)(3) charitable non-profit corporation, with over 2,500 members within nine chapters throughout Michigan. The MMBA is one of the largest affiliates of the International Mountain Bicycling Association (IMBA.)

The mission of the MMBA is to promote responsible mountain biking and to work toward the goals of common land access and natural resource protection through interaction with policy makers, the cycling industry, race promoters, mountain bikers and other trail users. A copy of the MMBA By-Laws is available at: <http://mmba.org/library/state/Bylaws2005.pdf>

Hewen's Creek Trail is the responsibility of the Pottawatomie Chapter of the MMBA

12. MMBA Contact Information

Contact information for the Pottawatomie Chapter of the MMBA is available at: <http://mmba.org/> under Chapter information.

NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT (EXCERPT)
Act 451 of 1994

324.73301 Liability of landowner, tenant, or lessee for injuries to persons on property for purpose of outdoor recreation or trail use, using Michigan trailway or other public trail, gleaning agricultural or farm products, fishing or hunting, or picking and purchasing agricultural or farm products at farm or "u-pick" operation; definition.

Sec. 73301. (1) Except as otherwise provided in this section, a cause of action shall not arise for injuries to a person who is on the land of another without paying to the owner, tenant, or lessee of the land a valuable consideration for the purpose of fishing, hunting, trapping, camping, hiking, sightseeing, motorcycling, snowmobiling, or any other outdoor recreational use or trail use, with or without permission, against the owner, tenant, or lessee of the land unless the injuries were caused by the gross negligence or willful and wanton misconduct of the owner, tenant, or lessee.

(2) A cause of action shall not arise for injuries to a person who is on the land of another without paying to the owner, tenant, or lessee of the land a valuable consideration for the purpose of entering or exiting from or using a Michigan trailway as designated under part 721 or other public trail, with or without permission, against the owner, tenant, or lessee of the land unless the injuries were caused by the gross negligence or willful and wanton misconduct of the owner, tenant, or lessee. For purposes of this subsection, a Michigan trailway or public trail may be located on land of any size including, but not limited to, urban, suburban, subdivided, and rural land.

(3) A cause of action shall not arise against the owner, tenant, or lessee of land or premises for injuries to a person who is on that land or premises for the purpose of gleaning agricultural or farm products, unless that person's injuries were caused by the gross negligence or willful and wanton misconduct of the owner, tenant, or lessee.

(4) A cause of action shall not arise against the owner, tenant, or lessee of a farm used in the production of agricultural goods as defined by section 35(1)(h) of the former single business tax act, 1975 PA 228, or by section 207(1)(d) of the Michigan business tax act, 2007 PA 36, MCL 208.1207, for injuries to a person who is on that farm and has paid the owner, tenant, or lessee valuable consideration for the purpose of fishing or hunting, unless that person's injuries were caused by a condition which involved an unreasonable risk of harm and all of the following apply:

(a) The owner, tenant, or lessee knew or had reason to know of the condition or risk.

(b) The owner, tenant, or lessee failed to exercise reasonable care to make the condition safe, or to warn the person of the condition or risk.

(c) The person injured did not know or did not have reason to know of the condition or risk.

(5) A cause of action shall not arise against the owner, tenant, or lessee of land or premises for injuries to a person, other than an employee or contractor of the owner, tenant, or lessee, who is on the land or premises for the purpose of picking and purchasing agricultural or farm products at a farm or "u-pick" operation, unless the person's injuries were caused by a condition that involved an unreasonable risk of harm and all of the following apply:

(a) The owner, tenant, or lessee knew or had reason to know of the condition or risk.

(b) The owner, tenant, or lessee failed to exercise reasonable care to make the condition safe, or to warn the person of the condition or risk.

(c) The person injured did not know or did not have reason to know of the condition or risk.

(6) As used in this section, "agricultural or farm products" means the natural products of the farm, nursery, grove, orchard, vineyard, garden, and apiary, including, but not limited to, trees and firewood.

History: Add. 1995, Act 58, Imd. Eff. May 24, 1995;-Am. 2007, Act 174, Imd. Eff. Dec. 21, 2007.

Popular name: Act 451

Popular name: NREPA

Rendered Friday, September 18, 2009

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Michigan Compiled Laws Complete Through PA 90 of 2009

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Courtesy of www.legislature.mi.gov

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



Clerk's Office

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

MEMORANDUM

To: Board Members
From: Karen Lovejoy Roe, Clerk
Date: September 30, 2010
Subject: Retirement of Accounting Director

Chris Oshelske, Accounting Director has submitted paperwork to retire effective December 31, 2010. This position requires at minimum, a degree in Accounting/Finance and preferably prior governmental accounting experience.

Please consider the request to accept her resignation and authorize the three full-time officials to fill the position.

cc: File

OTHER BUSINESS

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



Computer Support

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

Memorandum

To: Ypsilanti Township Board
From: Travis McDugald, IS Manager
Date: 9/30/2010
Re: Document/Records Management RFP

Please place on the agenda for the next scheduled Board meeting under Authorizations and Bids.

I would like to request the Board to allow Computer Support to seek proposals for a Document Management Solution and Records Management System for the Township.

A DMS would allow the Township to better manage and provide access to the vast amount of documents each department maintains.

The Records Management System will assist the Township in maintaining its legal requirements for records retention.

Travis V McDugald
IS Manager, Charter Township of Ypsilanti

Check Register Report

Date: 09/27/2010

Time: 4:39 pm

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Charter Township of Ypsilanti

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
152117	09/16/2010	Printed	0118	DTE ENERGY	GAS & ELECTRIC INVOICES	16,112.47
152118	09/16/2010	Printed	15960	CHARLES TRIBETTE	FIRE BOND - 6988 MCKEAN	7,812.00
152119	09/20/2010	Printed	0682	POSTAGE BY PHONE RESERVE	RESERVE ACCOUNT 10230589	15,000.00
152120	09/20/2010	Printed	15927	DTE ENERGY	CUT & CAP UTILITIES	1,440.00
152121	09/24/2010	Printed	15785	MICHIGAN COMMERCIAL DOOR	DEPOSIT - DOOR REPAIR	850.00
152123	09/24/2010	Printed	6045	QPS PRINTING	POSTAGE	3,050.25
				Total Checks:	6	
					Grand Total(excluding void checks):	44,264.72

Accounts Payable Checks 381,014.89

HAND checks 44,264.72

TOTAL 425,279.61

Check Register Report

Date: 09/27/2010

Time: 4:37 pm

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Charter Township of Ypsilanti

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
152124	09/27/2010	Printed	0235	ABSOPURE WATER COMPANY	H & C COOLER	55.80
152125	09/27/2010	Printed	11339	ACCUSHRED LLC	DOCUMENT DESTRUCTION SVC	45.00
152126	09/27/2010	Printed	8412	ACO HARDWARE	SUPPLIES	50.20
152127	09/27/2010	Printed	15172	ALEXANDER WELDING	LABOR AND MATERIAL TO IMPR	1,775.40
152128	09/27/2010	Printed	6981	ALLIED SUBSTANCE ABUSE	HOSPITAL PHYSICALS	35.00
152129	09/27/2010	Printed	2939	ANDERSON PAINT COMPANY	ATHLETIC FIELD MARKING PAIN	192.00
152130	09/27/2010	Printed	15964	LARRY ANDERSON	REFUND - SHELTER RENTAL	38.00
152131	09/27/2010	Printed	0017	ANN ARBOR CLEANING SUPPLY	SUPPLIES	936.41
152132	09/27/2010	Printed	0675	ARBOR VACUUM & SMALL APPLIANCE	SUPPLIES	53.85
152133	09/27/2010	Printed	1387	ATLAS PEN AND PENCIL CORP.	PRO SHOP RESALE BAGGED TE	487.50
152134	09/27/2010	Printed	0215	AUTO VALUE YPSILANTI	SUPPLIES	526.72
152135	09/27/2010	Printed	0009	B-C CONTRACTORS, INC.	GRAFFITI REMOVAL	1,350.00
152136	09/27/2010	Printed	3997	LISA BAIN	MASA UMPIRE	138.00
152137	09/27/2010	Printed	15941	TODD J. BARBER	BUILDING INSPECTIONS	775.00
152138	09/27/2010	Printed	6397	BARR ENGINEERING COMPANY	PROFESSIONAL SERVICES	420.00
152139	09/27/2010	Printed	6959	BUTZEL LONG	PROFESSIONAL SERVICES	7,842.56
152140	09/27/2010	Printed	15961	CANOPUS	PROFESSIONAL SERVICES	1,869.50
152141	09/27/2010	Printed	15968	ROBIN CASTLE-HINES	WITNESS FEES	14.00
152142	09/27/2010	Printed	3460	CDW GOVERNMENT INC	MICROSOFT OFFICE	18,540.50
152143	09/27/2010	Printed	15452	COLD CUT KRUISE	PRO SHOP RESALE	56.80
152144	09/27/2010	Printed	0363	COMCAST CABLE	ACCT. #09588 301061-01-3	104.90
152145	09/27/2010	Printed	0363	COMCAST CABLE	ACCT. #09588 344688-01-4	93.00
152146	09/27/2010	Printed	0363	COMCAST CABLE	ACCT. #09588 302000-01-0	141.76
152147	09/27/2010	Printed	0363	COMCAST CABLE	ACCT. #09588 352887-01-2	149.90
152148	09/27/2010	Printed	0582	CONGDON'S	SUPPLIES	55.40
152149	09/27/2010	Printed	5567	CURRENT ELECTRIC	COUPLER AND BEARING ASSEM	295.00
152150	09/27/2010	Printed	15782	CUSTOM BOX COMPANY	STORAGE BOXES FOR VOTING I	778.14
152151	09/27/2010	Printed	15967	ANTHONY DARGAY	WITNESS FEES	14.00
152152	09/27/2010	Printed	15969	SUSAN DARGAY	WITNESS FEES	14.00
152153	09/27/2010	Printed	5505	ISMAEL DOMENECH	MASA UMPIRE	69.00
152154	09/27/2010	Printed	15777	EWIZ SUPERBIIZ SALES	FAST HARD DRIVES FOR STORA	6,895.76
152155	09/27/2010	Printed	1200	FEDERAL EXPRESS CORPORATION	POSTAGE	21.77
152156	09/27/2010	Printed	15421	FLEET SERVICES	GAS & OIL	2,421.98
152157	09/27/2010	Printed	0470	FOOTJOY	PRO SHOP RESALE	151.32
152158	09/27/2010	Printed	6314	RONALD K. FULTON	REIMBURSEMENT - EDUCATION	550.00
152159	09/27/2010	Printed	15143	MICHAEL GATTI	ATTORNEY FEES	600.00
152160	09/27/2010	Printed	15916	GDI INFOTECH, INC.	PROFESSIONAL SERVICES	4,779.00
152161	09/27/2010	Printed	1233	GORDON FOOD SERVICE INC.	SUPPLIES	64.71
152162	09/27/2010	Printed	6169	GOVERNOR BUSINESS SOLUTIONS	SUPPLIES	128.34
152163	09/27/2010	Printed	0107	GRAINGER	SUPPLIES	926.45
152164	09/27/2010	Printed	0070	GREAT LAKES TELECOM, INC.	MONTHLY USAGE CHARGES	84.79
152165	09/27/2010	Printed	11957	GRIFFIN PEST SOLUTIONS	MONTHLY SERVICE - STATION #	87.00
152166	09/27/2010	Printed	0426	GUARDIAN ALARM	BILLING: 7200 S. HURON RIVER	305.19
152167	09/27/2010	Printed	0158	MARK HAMILTON	ATTY FEES - OCTOBER 2010	1,500.00
152168	09/27/2010	Printed	6542	HARBOR FREIGHT	TOOLS	5.99
152169	09/27/2010	Printed	15884	HEPPNER LANDSCAPE SERVICES	LANDSCAPE SERVICES	4,695.00
152170	09/27/2010	Printed	0503	HOME DEPOT	SUPPLIES	335.06
152171	09/27/2010	Printed	0174	HONEYWELL	ENERGY IMPROVEMENT	25,428.88
152172	09/27/2010	Printed	15496	J.F. MOORE & ASSOCIATES, LLC	SERVER FEES	52.00
152173	09/27/2010	Printed	3998	LARRY KENYON	MASA UMPIRE	161.00
152174	09/27/2010	Printed	5680	DAVID LASCEWSKI	MASA UMPIRE	184.00
152175	09/27/2010	Printed	6446	LEVEL 3 COMMUNICATIONS, LLC	ACCT. #090649P	681.05
152176	09/27/2010	Printed	6507	LOWER HURON SUPPLY	SUPPLIES	22.48
152177	09/27/2010	Printed	6467	LOWES	SUPPLIES	193.21

Check Register Report

Date: 09/27/2010

Time: 4:37 pm

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Charter Township of Ypsilanti

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
152178	09/27/2010	Printed	15550	MATTA BLAIR, PLC	PROFESSIONAL SERVICES	1,575.10
152179	09/27/2010	Printed	15785	MICHIGAN COMMERCIAL DOOR	REPAIR HANDICAP DOOR OPEN	344.55
152180	09/27/2010	Printed	0636	MICHIGAN DEPARTMENT OF	STATE OF MICHIGAN WATER US	200.00
152181	09/27/2010	Printed	6517	MICHIGAN TOURNAMENT FLEET, INC	GOLF CART REPAIR	87.00
152182	09/27/2010	Printed	4414	ED MICHOWSKI	MASA UMPIRE	184.00
152183	09/27/2010	Printed	15862	STEVEN MICHOWSKI	MASA UMPIRE	92.00
152184	09/27/2010	Printed	15402	MIDWEST MEDICAL CENTER	HOSPITAL PHYSICALS	45.00
152185	09/27/2010	Printed	0153	MIRACLE RECREATION OF MICHIGAN	REPLACE PLAYGROUND EQUIP	21,658.00
152186	09/27/2010	Printed	0040	MSW PRINT & IMAGING	SUPPLIES	390.00
152187	09/27/2010	Printed	5678	RICK MULL	MASA UMPIRE	69.00
152188	09/27/2010	Printed	15195	MARK NELSON	MAGISTRATE FEES - OCT. 2010	1,875.00
152189	09/27/2010	Printed	8041	DON NEWSTED	MASA UMPIRE	69.00
152190	09/27/2010	Printed	15403	HUGH NICKS	REPLACEMENT - GUITAR LESSC	108.50
152191	09/27/2010	Printed	2997	OFFICE EXPRESS	SUPPLIES	498.67
152192	09/27/2010	Printed	0463	OSBURN INDUSTRIES, INC.	SAND WAS NEEDED WHEN WE	1,286.48
152193	09/27/2010	Printed	0913	PARKWAY SERVICES, INC.	RENTAL - FORD LAKE HYDRO	324.00
152194	09/27/2010	Printed	6203	PITTSFIELD CHARTER TOWNSHIP	INSPECTIONS	4,375.00
152195	09/27/2010	Printed	15970	TERRI POLLINGTON	WITNESS FEES	24.50
152196	09/27/2010	Printed	15887	POLO FIELDS GOLF & COUNTRY	RENTAL - ELECTIONS	1,110.00
152197	09/27/2010	Printed	0339	POST, SMYTHE, LUTZ AND ZIEL	PROFESSIONAL SERVICES	2,310.00
152198	09/27/2010	Printed	0928	PROFESSIONAL TREE SERVICE	TREE MAINTENANCE	125.00
152199	09/27/2010	Printed	15386	RICOH AMERICAS CORPORATION	EQUIPMENT RENTAL	1,532.48
152200	09/27/2010	Printed	6308	RKA PETROLEUM	FUEL FOR GREEN OAKS GOLF C	5,344.38
152201	09/27/2010	Printed	15552	BRIAN ROBERTS	MASA UMPIRE	184.00
152202	09/27/2010	Printed	0433	ART SERAFINSKI	REIMBURSEMENT - SUPPLIES	216.76
152203	09/27/2010	Printed	0433	ART SERAFINSKI	MILEAGE REIMBURSEMENT	296.60
152204	09/27/2010	Printed	0395	SHRADER TIRE & OIL	MAINTENANCE	213.85
152205	09/27/2010	Printed	8489	ROLLAND SIZEMORE III	ATTORNEY FEES	300.00
152206	09/27/2010	Printed	1507	SPARTAN DISTRIBUTORS	REPAIR PARTS	625.35
152207	09/27/2010	Printed	0399	SPEARS FIRE & SAFETY SERVICE	FIRE & SAFETY SERVICES	367.00
152208	09/27/2010	Printed	3212	STANLEY CONVERGENT SECURITY	MONITORING & MAINTENANCE	2,968.59
152209	09/27/2010	Printed	3001	START SMART SPORTS DEV.	START SMART SPORTS DEVELC	520.00
152210	09/27/2010	Printed	0683	SURE VENT, LTD.	REPLACEMENT CHAINS FOR SU	399.90
152211	09/27/2010	Printed	1235	SURE-FIT LAUNDRY COMPANY	LAUNDRY - FIRE DEPT.	1,260.07
152212	09/27/2010	Printed	0449	SYSCO FOOD SERVICES OF DETROIT	PRO SHOP RESALE SNACK BAR	1,032.11
152213	09/27/2010	Printed	1227	TARGET INFORMATION	SUPPLIES	93.50
152214	09/27/2010	Printed	8063	TELEGATION	ACCT. #8119-0000	49.79
152215	09/27/2010	Printed	0468	TITLEIST	PRO SHOP RESALE	217.65
152216	09/27/2010	Printed	3969	TRI TURF	WEED CONTROL IN CIVIC CENTI	470.00
152217	09/27/2010	Printed	1637	TURF GRASS INC.	FERTILIZER	2,921.98
152218	09/27/2010	Printed	4779	U.S. BANK, N.A.	DEBT INTEREST BOND	67,435.00
152219	09/27/2010	Printed	3082	UNIVERSITY TRANSLATORS	TRANSLATOR SERVICES	1,010.00
152220	09/27/2010	Printed	15965	LAUREN VAN	REFUND - DANCE PROGRAM	120.00
152221	09/27/2010	Printed	6627	VICTORY LANE	FULL SERVICE OIL CHANGE	83.89
152222	09/27/2010	Printed	0631	WASTE MANAGEMENT	ACCT. #389-0054729-1389-5	5,155.35
152223	09/27/2010	Printed	6039	WASTE MANAGEMENT*	REFUSE CONTRACT	157,982.65
152224	09/27/2010	Printed	15963	BRETT WEAVER	REFUND - MOTHER/SON HOEDC	20.00
152225	09/27/2010	Printed	15966	MELISSA WITT	REFUND - BALLET I	55.00
152226	09/27/2010	Printed	0480	YPSILANTI COMMUNITY	ACCT. #4-037-360200-01	6,180.01
152227	09/27/2010	Printed	0729	ZEP MANUFACTURING COMPANY	SUPPLIES	216.16

Total Checks: 104

Grand Total(excluding void checks): 381,014.89