

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE APRIL 5, 2011 REGULAR MEETING**

**(revised 04/19/11)**

The meeting was called to order by Supervisor Brenda L. Stumbo at approximately 6:30 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 Stan Eldridge (6:40 pm), Jean Hall Currie, Mike Martin and Scott Martin

**Members Absent:** None

**Legal Counsel:** Wm. Douglas Winters and Angela King

**A. WILLOW RUN AIRPORT PART 150 NOISE STUDY UPDATE – BILL STUART**

Bill Stuart, Ypsilanti Township Resident and retired commercial pilot provided a detailed summary of the noise study plan and what could be done to reduce the impact on residents located within the affected area. **He stated the entire study was available online at [www.willowrunairport.com/information/noise.asp](http://www.willowrunairport.com/information/noise.asp).**

**PUBLIC COMMENTS**

Roland Sizemore, County Commissioner stated he would like to meet to discuss his ideas to save the Township money. He further stated that he would like the Township to share 50% of those savings with the County to do community projects in the Township.

Jennifer King, Township Resident voiced her opposition to a sidewalk snow removal ordinance. She also stated the process for acquiring streetlights needed to be reviewed and renewal for a dog license should be changed from one-year to three-years to coincide with the rabies vaccination.

Derrick Jackson, WCSD Community Engagement Director provided an overview of the Nixle email/text alert system and encouraged residents to sign up for the notifications

Kathy Leach, Township Resident said she hoped an elected official that had ideas to save money, would share those ideas freely and not expect to get 50% of the savings.

Arloa Kaiser, Township Resident voiced her concern about the cost of the security camera project for West Willow but said she was in favor of the installation.

Supervisor Stumbo explained the West Willow project was a pilot program but the plan ~~was to~~ **could be** extended it to the entire Township. She stated the safety of the residents was very important.

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**MINUTES**

**A. MARCH 15, 2011 REGULAR MEETING**

**A motion was made by Treasurer Doe, supported by Trustee S. Martin to approve the minutes of the March 15, 2011 Regular Meeting. The motion carried unanimously.**

**TRUSTEE REPORT**

Trustee Eldridge stated he attended a Police Services meeting with the City of Ypsilanti where they reviewed, in much more detail the feasibility and cost. He said he hoped to speak in more detail at the next meeting. Trustee Eldridge said he received the mailer, thought it was well done and thanked everyone involved.

Trustee Currie stated she had received calls from the community about the way the Trustee appointment was made and it was not brought up how each Board Member voted. She said a roll call voted was not done at the meeting and the community was not pleased.

Supervisor Stumbo explained that nothing could be done about ~~that~~ **those meeting minutes since they had been approved** and the approved minutes showed how Board Members voted. **Supervisor Stumbo said a roll-call vote could be done on all future appointments.**

Trustee Currie requested a roll-call vote for all future appointments.

Clerk Lovejoy Roe clarified any Board Member can request a roll-call vote on any motion before the Board.

Trustee Scott Martin said he attended the Valley Drive Neighborhood Watch Meeting and Tammie Keen, Deputy Supervisor/NHW Coordinator did a great job.

**ATTORNEY REPORT**

**A. REQUEST FORMAL AUTHORIZATION TO INITIATE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR THE PROPERTIES LOCATED AT 9681 LANDSDOWNE LANE, 1224 E. CLARK ROAD, 7905 RAMBLEWOOD**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to formally authorize legal action, if necessary, in Washtenaw county Circuit Court to abate public nuisance for the properties located at 9681 Landsdowne Lane, 1224 E. Clark Road and 7905 Ramblewood.**

Attorney Winters provided an overview of the deplorable condition of the properties and described the reasons for such drastic deterioration. He said he just learned the homeowner of 1224 E. Clark Road planned to have the home demolished so court action may not be required.

Butch Milkovich, Township Resident questioned if the Township had any liability for the homes discussed by the Attorney.

Attorney Winters stated the liability was with the homeowners but once the Township was made aware of the ordinance violations, it was important to move forward.

Mike Radzik, OCS Director stated 7905 Ramblewood was boarded up and secured.

The motion carried unanimously.

**B. JOSEPH KASBERG (CLARK EAST TOWERS PROPERTY) V YPSILANTI TOWNSHIP COURT OF APPEALS NO. 287682**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to authorize filing an appeal in the Michigan Court of Appeals regarding Joseph Kasberg (Clark East Towers Property) v Ypsilanti Township Court of Appeals No. 287682.**

Attorney King provided a brief summary of the of the Tax Tribunal opinion. She stated she disagreed with the opinion because the law was specific that in order to qualify for the tax exemption status, the owner was required to be certified by the State and the certification had to be received by the Township by November 1. Attorney Winters stated neither had occurred and she was requesting authorization from the Board to file an appeal with the Michigan Court of Appeals. She estimated the total cost at approximately \$2,000 since most of the legal work had been done for the Tax Tribunal hearing

The motion carried unanimously.

**C. GENERAL LEGAL UPDATE**

Attorney Winters provided an update on Ypsi Mobile Village. He stated the owner had filed an appeal with the Michigan Court of Appeals asking for a second time, to have Judge Shelton's order reversed. The Court of Appeals did not reverse Judge Shelton's order and the hearing was scheduled for April 13, 2011.

**NEW BUSINESS**

**1. REQUEST OF GREG WINDINGLAND OF LOMBARDO HOMES FOR A FOURTH AMENDMENT TO THE MASTER DEED AND BY-LAWS ASSOCIATED WITH CREEKSIDE VILLAGE SOUTH PLANNED DEVELOPMENT**

**A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve request of Greg Windingland of Lombardo Homes for a fourth amendment to the Master Deed and By-Laws associated with Creekside Village South Planned Development.**

Greg Windingland, VP Land Development , Lombardo Homes explained that Creekside Village South was divided by the Derbyshire Drain and no construction had occurred on the north side of the drain. He further explained the request was to pull the 86 lots on the north side of the drain out of Creekside Village South and record them as Manors of Creekside Village. He said the change would give Lombardo better control over the land in the future, the residents would immediately gain control of the association and it would also increase financing abilities because Creekside Village South would become 66% complete. The infrastructure on the north side of the drain was complete. Mr. Windingland stated the roads were dedicated by WCRC, water & sewer was accepted and approved by YCUA, franchise utilities were installed (DTE, Phone, Cable), asphalt pathway and detention basin were installed, landscaping was complete around detention basin and entrances and the berms along Tuttlehill and Merritt Road were planted and irrigated. The recreation amenities were in and the association finances were in good shape. He stated all that remained were some trees in front of the vacant lots and the Township still held a surety bond to cover them. Mr. Windingland stated the split would give Lombardo future flexibility if they decided to create larger lots like was done in Creekside Village East.

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Supervisor Stumbo stated the development was a PD (Planned Development) and changes required Planning Commission and Board approval. She asked why not change it to Phase I and Phase II.

Mr. Windingland stated Lombardo was not requesting a change to the site plan. The only change was to make it two separate condominium developments and the lot size and density would remain the same. He explained that phasing would not allow the developer to turn the association over to the residents.

Supervisor Stumbo stressed that she wanted to make sure the current residents were protected. She explained her issue was the PD and the original approval was meant for residents 55 and older.

Rick Baker, Creekside Village South Resident stated he was okay with splitting the property but he was not okay with the potential of two-story houses being built in a development that was meant for ranches. He also stated the vacant property had become a dumping ground.

Mr. Windingland said if the WCRC agreed, Lombardo would close the entrances so vehicles could not enter the property and no dumping signs could be posted. He explained that any changes to the site plan would require a public hearing where residents would be allowed to voice their opinion.

Clerk Lovejoy Roe stated the only benefit to the residents was the control of the association and until then Lombardo still had the financial responsibility. She said she was not sure why the residents would want to take control of the association.

David Ward, Creekside Village South Resident said he was concerned about the two-story houses. He also said when Pulte owned the property without houses, they paid the association fees.

Mr. Windingland said the master deed did not require the developer to pay the full dues and the Creekside Village South Association was required to pay for the upkeep of the berms on Merritt and Tuttlehill.

Butch Milkovich, Creekside Village South Resident said it bothered him that Lombardo waited until the eleventh hour to request the change and the maintenance company was not doing a very good job. He said the residents had requested information from the maintenance company regarding what they were required to maintain, including the monthly or annual cost but they had not been able to understand the information that was provided. Mr. Milkovich said the residents had no idea what the maintenance requirements were or what the cost would be once they took over the association. He asked the Board to delay their decision.

Supervisor Stumbo said she wanted to make sure the residents were protected and she was not sure they were, without a development agreement in place.

Attorney Winters explained part of the rationale when the three developments began was to have diverse style homes. He said if the change was going to be recorded identical to what it was currently, the only advantage he could see to the developer would be to have the right to come back to request a change in the layout and density. Attorney Winters stated if the Board had more questions of Mr. Lawson, he suggested taking advantage of the time before Lombardo's deadline.

Clerk Lovejoy Roe stated it may be to the financial advantage of the residents to not allow the change. She further stated the residents could not estimate their cost unless they were provided the maintenance cost over the last couple of years.

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Mr. Windingland stated if the residents assumed control of the association, they could fire the current maintenance company and hire anyone they wanted and they would have access to every penny of their association fees. He asked if he could receive specific information on what the Board was questioning. He reiterated that Lombardo was not proposing to change anything, only asking for the condominium to be spilt to preserve their interest.

**A motion was made by Trustee Scott Martin, supported by Trustee Eldridge to table the agenda item until the April 19, 2011 Regular Meeting.**

**A friendly amendment was made by Trustee Eldridge to provide Mr. Windingland of Lombardo Homes with a list of what the Board was seeking by Friday, April 8, 2011. The friendly amendment was accepted. The motion carried as follows:**

<b>M. Martin: Yes</b>	<b>Eldridge: Yes</b>	<b>Currie: Yes</b>	<b>S. Martin: Yes</b>
<b>Stumbo: Yes</b>	<b>Lovejoy Roe: Yes</b>	<b>Doe: Yes</b>	

**2. REQUEST TO APPROVE AGREEMENT WITH MICHIGAN ABILITY PARTNERS (MAP) FOR MONITORING TARGET ADDRESSES AND COLLECTION OF LITTER NOT TO EXCEED \$10,000, CHARGED TO APPROPRIATE SEASONAL LINE ITEMS AND TO AUTHORIZE SIGNING OF THE AGREEMENT**

**A motion was made by Trustee Eldridge, supported by Clerk Lovejoy Roe to approve agreement with Michigan Ability Partners (MAP) for monitoring target addresses and collection of litter, not to exceed \$10,000 and to authorize signing of the agreement (see attached). The motion carried unanimously.**

**3. 2011 AGREEMENTS WITH ANN ARBOR SPARK IN THE AMOUNT OF \$10,000 AND SPARK EAST IN THE AMOUNT OF \$5,000, BUDGETED IN LINE ITEM #101.956.000.884.000 AND TO AUTHORIZE SIGNING OF THE AGREEMENTS**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve 2011 agreements with Ann Arbor SPARK, in the amount of \$10,000 and SPARK East, in the amount of \$5,000 and to authorize signing of the agreements (see attached). The motion carried unanimously.**

**4. RESOLUTION NO. 2011-6, BOARDS AND COMMISSIONS APPOINTMENTS AND REAPPOINTMENTS AMENDING RESOLUTION NO. 2010-32**

**A motion was made by Trustee Currie, supported by Trustee Scott Martin to approve Resolution No. 2011-6, Boards and Commissions Appointments and Reappointments, Amending Resolution No. 2010-32 (see attached). The motion carried unanimously.**

Clerk Lovejoy Roe read the Resolution into the record.

**5. BUDGET AMENDMENT #3**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to approve Budget Amendment #3 (see attached). The motion carried unanimously.**

6. **REQUEST OF JOE LAWSON, PLANNING AND DEVELOPMENT COORDINATOR TO APPROVE AGREEMENT WITH NISWANDER ENVIRONMENTAL, LLC TO BRING SEAVER FARM WETLAND MITIGATION PROJECT INTO COMPLIANCE, IN THE AMOUNT OF \$3,700 BUDGETED IN LINE ITEM #212-000-000-675-015 AND TO AUTHORIZE SIGNING OF THE AGREEMENT**

A motion was made by Trustee Mike Martin, supported by Trustee Eldridge to approve agreement with Niswander Environmental, LLC to bring Seaver Farm Wetland Mitigation Project into compliance, in the amount of \$3,700 and to authorize signing of the agreement (see attached). The motion carried unanimously.

7. **REQUEST OF JEFF ALLEN, RSD DIRECTOR TO APPROVE CAMERA SECURITY PILOT PROGRAM IN WEST WILLOW AREA, NOT TO EXCEED \$29,302 WITH EQUIPMENT IN THE AMOUNT OF \$26,902, BUDGETED IN LINE ITEM #266-301-000-977-000 AND ANNUAL WIRELESS CELL CHARGES IN THE AMOUNT OF \$2,400, BUDGETED IN LINE ITEM #266-301-000-933-000 AND AUTHORIZE SIGNING OF THE AGREEMENTS**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to approve Camera Security Pilot Program in West Willow area, \$29,302 with equipment in the amount of \$26,902 and annual wireless cell charges in the amount of \$2,400 and to authorize signing of the agreements.

Jeff Allen, RSD Director explained how West Willow was selected as the pilot area, the equipment that would be utilized and the cost associated with the project. He further explained cameras would be placed on DTE poles and Verizon would provide the wireless service that would send signals to the Township server. He stated EMU had an extensive plan with the same company using similar type cameras.

Mike Radzik, OCS Director stated West Willow was selected for the pilot program because of the high rate of violent incidents. Mr. Radzik provided data on the rental homes, public housing vouchers and parolees in West Willow.

Trustee Currie suggested placing cameras in the Appleridge Park.

Trustee Eldridge asked if anyone had contacted the West Willow Association for their input on where the cameras should be located. He questioned if the cameras would be used to watch traffic go in and out of the area or to identify people committing crimes. Trustee Eldridge said he supported anything that would reduce crime and he asked who would monitor the cameras and what the benchmarks were.

Mr. Radzik stated a baseline would need to be established and it could be reviewed at the end of the summer.

Clerk Lovejoy Roe stated she would be supporting the request but the project needed to be implemented before warm weather. She stated if the project worked, it could be extended throughout the Township.

Supervisor Stumbo stated if the cameras were vandalized, they would be covered under the insurance policy and then the Board could make the decision to purchase the ballistic cameras.

Several residents voiced their concerns about vandalism, replacement cost, if the information would be subjected to FOIA, if a Deputy would be taken off the road and even suggested specific statistic reports be provided.

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Lt. Anuskiewicz stated there was extensive research on the project and the Township was taking a proactive role in using the technology.

Supervisor Stumbo stated a policy regarding the cameras would be developed. She further stated there was discussion about posting the use of cameras because it was seen as a deterrent. Supervisor Stumbo stressed the cameras would never be pointed at homes. She said there might be the opportunity to partner with some of the businesses in the area.

Trustee Mike Martin asked if the Board should consider the purchase of one or two ballistic cameras for placement in one of the higher risk areas instead of worrying about damage.

Clerk Lovejoy Roe stated the insurance would cover any damage and replacement could be made with a ballistic style camera.

**The motion carried unanimously.**

**8. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE 2011 SUMMER SCHOOL LIAISON DEPUTY CONTRACT IN THE AMOUNT OF \$31,856, BUDGETED IN LINE ITEM #266-301-000-831-008 AND TO AUTHORIZE SIGNING OF THE CONTRACT**

**A motion was made by Trustee Eldridge, supported by Clerk Lovejoy Roe to approve 2011 Summer School Liaison Deputy Contract, in the amount of \$31,856 and to authorize signing of the contract (see attached). The motion carried unanimously.**

**9. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO EXTEND VEGETATION ABATEMENT CONTRACT FOR ONE YEAR AND AUTHORIZE SIGNING OF THE CONTRACT**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve extending Vegetation Abatement Contract for one year and to authorize signing of the contract (see attached). The motion carried unanimously.**

Mr. Radzik provided a brief summary of the contract extension and explained the rate increase. He further explained it was a pass-through cost billable to the property owners. Mr. Radzik stated the mowing would go out for bid in 2012 and the Township would be seeking a three-year agreement.

**DISCUSSION ITEM**

**1. DISCUSS LIQUOR LICENSE RENEWAL OBJECTION PROCESS REGARDING DAIRY MART, 2375 GROVE ROAD**

Mr. Radzik stated the business was currently under a 60-day suspension that would expire on May 16, 2011. He provided a brief background summary of the events leading up to the suspension. Mr. Radzik stated by law, the Township had the right to request the State revoke the license permanently. He explained the process the Board would need to take if they chose to make the request. Mr. Radzik stated it was his recommendation to go through the process.

Attorney Winters said it was also his recommendation that the Board move forward with the hearing and request the State to permanently revoke their liquor license.

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**A motion was made by Trustee Eldridge, supported by Trustee Mike Martin to authorize moving forward with the liquor license renewal objection process as outlined by Mike Radzik, OCS Director and Attorney Winters. The motion carried unanimously.**

**OTHER BUSINESS**

Clerk Lovejoy Roe stated two letters opposing a sidewalk snow removal ordinance were received.

**STATEMENTS AND CHECKS**

**A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve Statements and Checks, in the amount of \$1,980,799.60. The motion carried unanimously.**

**ADJOURNMENT**

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

The meeting adjourned at approximately 9:40 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti



## **Agreement for Monitoring of Charter Township of**

### **Ypsilanti Target Addresses and Collection of Litter**

#### **Michigan Ability Partners agrees to provide the following to the Charter Township of Ypsilanti:**

##### **Staffing**

One job coach and two program participants will perform duties of: visual tour inspections of target foreclosure addresses throughout Ypsilanti Township and the collection of litter along roadways and streets. MAP will also provide the documenting of maintenance issues and/or signs of neglect/vacancy of foreclosed properties to the Township. The job coach will supervise the work of the MAP participants and act as driver in these operations. MAP program participants will perform all duties of the job assignment and receiving assistance from the job coach when necessary. All three of these staff persons, the job coach and both MAP participants, will be on Michigan Ability Partners' payroll, and all employment expenses, such as benefits, unemployment and payroll taxes; will be covered by Michigan Ability Partners (reflected in the hourly rate invoiced to the Charter Township of Ypsilanti).

MAP will be flexible in assignment duties required by the Township of Ypsilanti. MAP will perform litter pick up assignments when designated and/or visual inspections of foreclosure properties.

##### **Vehicle**

One of MAP's vehicles will be used for transportation in the performing of these site inspections, and this vehicle will be driven by MAP's job coach. Michigan Ability Partners will also be responsible for gas, insurance and maintenance of any vehicles used in these operations (reflected in the hourly rate invoiced to the Charter Township of Ypsilanti).

##### **Reports**

For every day that Michigan Ability Partners performs inspections of properties, a detailed report will be provided to the Charter Township of Ypsilanti within 24 hours of inspection. This report will include a list of properties inspected, properties that were observed to be in distress, and a corresponding list of issues discovered.

##### **Invoicing**

Michigan Ability Partners will invoice the Charter Township of Ypsilanti on a monthly billing cycle according to the agreed upon hourly rate for services (see below).

#### **The Charter Township of Ypsilanti will provide the following to Michigan Ability Partners:**

##### **Compensation**

The Charter Township of Ypsilanti will compensate Michigan Ability Partners at a rate of \$24.80 per hour, which is to include time performing inspections, time driving between properties and time spent preparing daily reports (report preparation time not to exceed 30 minutes per day).

**Task Assignment**

The Charter Township of Ypsilanti will dictate which properties or areas require inspection and/or dictate upon which roads or streets litter should be picked-up by providing to Michigan Ability Partners an updated assignment list whenever revisions are necessary.

The Charter Township of Ypsilanti:

\_\_\_\_\_

Date \_\_\_\_\_

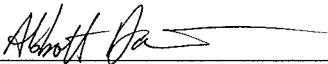
Brenda Stumbo, The Charter Township of Ypsilanti Supervisor

\_\_\_\_\_

Date \_\_\_\_\_

Karen Lovejoy Roe, The Charter Township of Ypsilanti Treasurer

Michigan Ability Partners:

  
\_\_\_\_\_

Date 3/29/11

Abbott Daimler, Vocational Team Leader

## 2011 AGREEMENT BETWEEN

### Ann Arbor SPARK and Charter Township of Ypsilanti

Agreement made and entered into as of this first day of January, 2011, by and between the Ann Arbor SPARK, a Michigan non-profit corporation "AAS" and Charter Township of Ypsilanti municipal corporation, the address of which is 7200 South Huron River Drive, Ypsilanti MI 48197.

WITNESSETH:

Whereas, the Washtenaw County area is in need of an aggressive and comprehensive effort to hold and attract business and industry to the area; and

Whereas, the AAS is a body organized to promote, market and service prospective new clients; provide service to existing business firms; and provide other services as requested or specified by contracting parties; and

Whereas the AAS desires long range commitments from municipal and other contracting bodies; and

Whereas, Charter Township of Ypsilanti recognizes the need for economic development within the area and will benefit from the activities and services rendered by the AAS; and

Whereas, Charter Township of Ypsilanti is willing to participate in and partially fund the activities of the AAS.

Now therefore, in consideration of the mutual covenants and premises contained herein, it is agreed:

1. Scope of Services. AAS agrees to provide the following services to Charter Township of Ypsilanti in accordance with the terms and conditions of this Agreement:
  - a.) Conduct economic development efforts within the boundaries of Charter Township of Ypsilanti concurrently with its economic development efforts on a County-wide basis to benefit all citizens of the County;
  - b.) Attract new industry within the boundaries of Charter Township of Ypsilanti concurrently with its County-wide responsibilities;
  - c.) Coordinate services for economic development to eliminate duplication of efforts;
  - d.) Provide a continuous communications mechanism between leaders of government and the private sector in addressing economic development needs and concerns;
  - e.) Assume, maintain and assist in reorganizing if necessary any existing economic development efforts by Charter Township of Ypsilanti to provide equivalent or better services

The specific duties of the responsible individuals, the manner of rendition of services, the keeping of accounts, books, reports, and ancillary agreements for the receipt and expenditure of funds and accounting shall be set forth in the AAS Operating Procedures, which procedures are incorporated by reference and made a part of this agreement.

2. Compensation. Charter Township of Ypsilanti agrees to pay AAS an annual sum of \$10,000 payable in at least quarterly installments of \$2,500, for the term of this Agreement. Charter Township of Ypsilanti agrees that the sum set forth above is its contribution to the annual budget of the AAS for the fiscal year 2011.
3. Equal Access. AAS shall provide the services without discrimination on the basis of race, color, religion, national origin, sex, sexual preference, marital status, handicap, or age.
4. Term. This Agreement shall commence on January 1, 2011 and terminate at the close of December 31, 2011.

5. Reports, Records, and Accounts. The AAS shall prepare an annual report giving an accounting of the funds expended under this Agreement and the services rendered by AAS during the term of this Agreement. AAS shall maintain records and accounts, including property, personnel and financial records, to assure a proper accounting for all funds. These records shall be made available for audit purposes to Charter Township of Ypsilanti or its representatives at all reasonable times, and copies thereof shall be furnished upon request at no cost to Charter Township of Ypsilanti. Such records and accounts shall be retained for three (3) years or longer if requires by applicable law after the expiration of this Agreement unless permission to dispose of them prior to expiration of such period is granted to AAS by Charter Township of Ypsilanti.
6. Personnel. AAS personnel, when hired, shall not be employees of or have any contractual relationships with Charter Township of Ypsilanti or any of its agencies. All services required hereunder shall be performed by AAS or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services.
7. Equal Employment Opportunity. AAS shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual preference, national origin, physical handicap, age, height, weight, or marital status (except insofar as it relates to a bona fide occupational qualification reasonably necessary to the normal operations of the business).
8. Default. This Agreement may be terminated by either party upon the default of the other in the performance or the failure to perform the terms and conditions of this Agreement; provided, that the party claiming default shall give the defaulting party written notice of the default and ninety (90) days within which to cure such default. In the event that this Agreement is terminated, any monies advanced by one the party to other shall be refunded, with the amount of such refund being pro-rated based upon a 365 day year.
9. Extent of Agreement. This Agreement represents the entire contract between Charter Township of Ypsilanti and AAS and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Charter Township of Ypsilanti and AAS.
10. Independent Contractor. The relationship of the AAS to Charter Township of Ypsilanti is and shall continue to be that of an independent contractor and no liability or benefits such as workers compensation, pension rights or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this contract.
11. Waiver of Liability. The AAS waives any claim against Charter Township of Ypsilanti and agrees not to hold Charter Township of Ypsilanti liable for any personal injury or property damage incurred by AAS or by its employees, agents, and/or associates which is not held by a court of competent jurisdiction to be solely and directly attributable to the negligence or intentional conduct of Charter Township of Ypsilanti or of any employee of Charter Township of Ypsilanti acting within the scope of their employment. The AAS further agrees to hold Charter Township of Ypsilanti harmless from any such claim brought by or on behalf of any associate, employee and/or agent of the AAS.
12. Indemnity. AAS agrees to indemnify, defend, and hold Charter Township of Ypsilanti harmless against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses which may be imposed and incurred by, or asserted against Charter Township of Ypsilanti by reason of:
  - a.) Any negligent or tortuous acts, error or omission of AAS or any of its associates, employees and/or agents; and/or
  - b.) Any failure by the AAS or any of its associates, employees and/or agents to perform its/their implied and/or express obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

**Charter Township of Ypsilanti**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Karen Lovejoy Roe, Clerk

\_\_\_\_\_  
Date

**Ann Arbor SPARK**

\_\_\_\_\_  
Skip Simms, President & CEO - Interim

\_\_\_\_\_  
Date

## 2011 AGREEMENT BETWEEN

### Ann Arbor SPARK (SPARK East) and Charter Township of Ypsilanti

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WITNESSETH:

Whereas, the Washtenaw County area is in need of an aggressive and comprehensive effort to hold and attract business and industry to the area; and

Whereas, the AAS is a body organized to promote, market and service prospective new clients; provide service to existing business firms; and provide other services as requested or specified by contracting parties; and

Whereas the AAS desires long range commitments from municipal and other contracting bodies; and

Whereas, Charter Township of Ypsilanti recognizes the need for economic development within the area and will benefit from the activities and services rendered by the AAS; and

Whereas, Charter Township of Ypsilanti is willing to participate in and partially fund the activities of the AAS.

Now therefore, in consideration of the mutual covenants and premises contained herein, it is agreed:

1. Scope of Services. AAS agrees to provide the following services to Charter Township of Ypsilanti in accordance with the terms and conditions of this Agreement:
  - a.) Provide a business incubator at 215 W. Michigan Avenue in Ypsilanti, MI
  - b.) Maintain business incubator at site for all of the current year
  - c.) Provide business incubator services to interested start up and early stage companies
2. Compensation. Charter Township of Ypsilanti agrees to pay AAS an annual sum of \$5,000 payable in one lump sum, for the term of this Agreement. Charter Township of Ypsilanti agrees that the sum set forth above is its contribution to the annual budget of the AAS SPARK East Business Incubator for the fiscal year 2011.
3. Equal Access. AAS shall provide the services without discrimination on the basis of race, color, religion, national origin, sex, sexual preference, marital status, handicap, or age.
4. Term. This Agreement shall commence on January 1, 2011 and terminate at the close of December 31, 2011.
5. Reports, Records, and Accounts. AAS shall maintain records and accounts, including property, personnel and financial records, to assure a proper accounting for all funds. These records shall be made available for audit purposes to Charter Township of Ypsilanti or its representatives at all reasonable times, and copies thereof shall be furnished upon request at no cost to Charter Township of Ypsilanti. Such records and accounts shall be retained for three (3) years or longer if requires by applicable law after the expiration of this Agreement unless permission to dispose of them prior to expiration of such period is granted to AAS by Charter Township of Ypsilanti.

6. Personnel. AAS personnel, when hired, shall not be employees of or have any contractual relationships with **Charter Township of Ypsilanti** or any of its agencies. All services required hereunder shall be performed by AAS or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services.
7. Equal Employment Opportunity. AAS shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual preference, national origin, physical handicap, age, height, weight, or marital status (except insofar as it relates to a bona fide occupational qualification reasonably necessary to the normal operations of the business).
8. Default. This Agreement may be terminated by either party upon the default of the other in the performance or the failure to perform the terms and conditions of this Agreement; provided, that the party claiming default shall give the defaulting party written notice of the default and ninety (90) days within which to cure such default. In the event that this Agreement is terminated, any monies advanced by one the party to other shall be refunded, with the amount of such refund being pro-rated based upon a 365 day year.
9. Extent of Agreement. This Agreement represents the entire contract between **Charter Township of Ypsilanti** and AAS and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both **Charter Township of Ypsilanti** and AAS.
10. Independent Contractor. The relationship of the AAS to **Charter Township of Ypsilanti** is and shall continue to be that of an independent contractor and no liability or benefits such as workers compensation, pension rights or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this contract.
11. Waiver of Liability. The AAS waives any claim against **Charter Township of Ypsilanti** and agrees not to hold **Charter Township of Ypsilanti** liable for any personal injury or property damage incurred by AAS or by its employees, agents, and/or associates which is not held by a court of competent jurisdiction to be solely and directly attributable to the negligence or intentional conduct of **Charter Township of Ypsilanti** or of any employee of **Charter Township of Ypsilanti** acting within the scope of their employment. The AAS further agrees to hold **Charter Township of Ypsilanti** harmless from any such claim brought by or on behalf of any associate, employee and/or agent of the AAS.
12. Indemnity. AAS agrees to indemnify, defend, and hold **Charter Township of Ypsilanti** harmless against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses which may be imposed and incurred by, or asserted against **Charter Township of Ypsilanti** by reason of:
  - a.) Any negligent or tortious acts, error or omission of AAS or any of its associates, employees and/or agents; and/or
  - b.) Any failure by the AAS or any of its associates, employees and/or agents to perform its/their implied and/or express obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

**Charter Township of Ypsilanti**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Karen Lovejoy Roe, Clerk

\_\_\_\_\_  
Date

**Ann Arbor SPARK**

\_\_\_\_\_  
Skip Simms, President & CEO - Interim

\_\_\_\_\_  
Date



**CHARTER TOWNSHIP OF YPSILANTI**  
**2011 Board and Commissions Appointments and Re-Appointments**

**Resolution No. 2011-6**  
**(Amending Resolution No. 2010-32)**

**REAPPOINTMENTS**

**Board of Review**

	<b><u>Term</u></b>	<b><u>Expiration Date</u></b>
Gunia, Ron	2 Years	12/31/2012
Patton, Ruby	2 Years	12/31/2012
Schulman, Daniel	2 Years	12/31/2012
Weathers, E.L.	2 Years	12/31/2012

**Construction Board of Appeals**

	<b><u>Term</u></b>	<b><u>Expiration Date</u></b>
Foley, Jesse	2 Years	12/31/2012
McComb, Alan	2 Years	12/31/2012

**Greens Commission**

	<b><u>Term</u></b>	<b><u>Expiration Date</u></b>
Cobb, Michael	2 Years	12/31/2012
Doe, Lawrence	2 Years	12/31/2012
Wilbanks, Ambrose	2 Years	12/31/2012

**Local Development Finance Authority (LDFA)**

	<b><u>Term</u></b>	<b><u>Expiration Date</u></b>
Sizemore, Rolland		12/31/2012

**Planning Commission**

	<b><u>Term</u></b>	<b><u>Expiration Date</u></b>
Krieg, Laurence	3 Years	12/31/2013
Reed, Nathan	3 Years	12/31/2013
Reiser, John	3 Years	12/31/2013

**Ypsilanti Community Utilities Authority**

	<b><u>Term</u></b>	<b><u>Expiration Date</u></b>
Lawrence Doe	3 Years	12/31/2013

**Zoning Board of Appeals**

	<b><u>Term</u></b>	<b><u>Expiration Date</u></b>
Black, Russell	3 Years	12/31/2013
Schrock, Roberta	3 Years	12/31/2013

## NEW APPOINTMENTS

### Board of Review

Thomas, Annmarie

Olson, Kirsten

Anderson, Carolyn (Alternate)

Lathion, Marsha (Alternate)

### Term

2 Years

2 Years

2 Years

2 Years

### Expiration Date

12/31/2012

12/31/2012

12/31/2012

12/31/2012

### Civil Service Commission

Yurkunas, Joe

(to fill vacancy)

### Term

6 Years

### Expiration Date

12/31/2016

### Construction Board of Appeals

Anderson, Jimmy

Cook, Roger

### Term

2 Years

2 Years

### Expiration Date

12/31/2012

12/31/2012

### Election Board

Martin, Mike

(to fill vacancy created by resignation of Dee Sizemore)

### Term

### Expiration Date

11/20/2012

### Liquor Committee

Martin, Scott

(to fill vacancy created by resignation of Dee Sizemore)

Term

Expiration Date

11/20/2012

### Local Development Finance Authority

Cook, Roger

### Term

### Expiration Date

Pleasure of the Board

### Water Conservation Advisory Commission

Scott Martin (Board Liaison) \*

### Term

### Expiration Date

12/31/2012

### Weed Commissioner

Keen, Tammie

### Term

2 Years

### Expiration Date

12/31/2012

### Zoning Board of Appeals

Iacoangeli, Jason (Alternate)

### Term

3 Years

### Expiration Date

12/31/2013

\* We will ask the Park Commission if they would like to recommend someone to fill the vacancy. If not, there are two alternates on this commission to insure they have a quorum.

**CHARTER TOWNSHIP OF YPSILANTI**  
**2011 BUDGET AMENDMENT # 3**  
**APRIL 5, 2011**

**236 - 14-B DISTRICT COURT**  
**GENERAL OPERATIONS FUND**

Total Decrease (\$49,041.60)

Full time position in 14B District court vacated and no replacement will be hired in 2011. Court to hire temporary help if needed. Reduce expenditure wage and benefit line items accordingly and increase Temporary/Seasonal wage line item.

Revenues:

Net Revenues \$0.00

Expenditures:	Salary - permanent wages	236-136-000-706.000	(\$43,922.00)
	FICA/Medicare	236-136-000-715.000	(\$3,360.00)
	MERS	236-136-000-876.000	(\$2,725.00)
	Health Insurance Payout	236-136-000-708.010	(\$3,000.00)
	Health & Dental Insurance	236-136-000-719.000	(\$1,495.00)
	Sick and Accident	236-136-000-719.001	(\$374.00)
	Life Insurance	236-136-000-720.000	(\$165.60)
	Temporary/Seasonal	236-136-000-707.000	\$6,000.00

Net Expenditures (\$49,041.60)

**212 - BIKE, SIDEWALK, RECREATION, ROAD AND**  
**GENERAL OPERATIONS FUND**

Total Increase \$5,000.00

Increase the Contribution - Tree Replacement revenue budget to \$5,000 (received from ITC Transmission Company) and increase the Professional Service expense budget for trees.

Revenues:	Contribution-Tree Replacement	212.000.000.675.015	\$5,000.00
		Net Revenues	<u><u>\$5,000.00</u></u>

Expenditures:	Professional Ser Tree/Landscaping	212.212.000.801.150	\$5,000.00
		Net Expenditures	<u><u>\$5,000.00</u></u>

**266 - LAW ENFORCEMENT FUND**

Total Increase \$29,302.00

Increase the Law Enforcement Fund by \$29,302 for Camera Security Pilot program in West Will Area. This will be funded by an appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	266.000.000.699.000	\$29,302.00
		Net Revenues	<u><u>\$29,302.00</u></u>

Expenditures:	Equipment	266.301.000.977.000	\$29,302.00
		Net Expenditures	<u><u>\$29,302.00</u></u>



## NISWANDER ENVIRONMENTAL, LLC

10524 E Grand River Ave  
Suite 103  
Brighton, MI 48116  
phone. 810.225.0539  
fax.810.225.0653  
www.niswander-env.com

*Finding Solutions in a Complex World*

March 9, 2011

Mr. Joe Lawson, Planner  
**Charter Township of Ypsilanti**  
7200 S. Huron River Dr.  
Ypsilanti, MI 48197-7009

**Subject:** *Proposal to Provide Wetland Planting Services*  
*2.09-Acre Seaver Farm Mitigation Wetland*  
*Section 20 of Ypsilanti Township, Washtenaw County, MI (T3S, R7E)*  
*NE 1011*

Dear Mr. Lawson:

Niswander Environmental would like to thank you for your continued interest in our wetland services. As you are aware, the Michigan Department of Natural Resources and Environment (MDNRE) sent you a letter dated February 23, 2011 that expressed the need for corrective actions at the Seaver Farm Mitigation Wetland, located in Section 20 of the Township. Specifically, the MDNRE is requiring additional plantings to meet performance standards set forth in Permit No. 05-81-0018-P. The following is Niswander Environmental's proposal for completing the required corrective actions in a timely and cost effective manner.

### **SCOPE OF WORK**

Niswander Environmental will conduct the following work in collaboration with the Township:

#### TASK 1. CORRECTIVE ACTIONS – WETLAND PLANTING

The MDNRE letter states that although the mitigation wetland is performing as designed, it must contain at least 552 living native shrubs (300 per acre in scrub-shrub zone), and that they must be installed during the spring of 2011. The mitigation site currently contains an abundance of young woody vegetation such as cottonwood and willow, but these species were not deemed acceptable by the MDNRE. Therefore, Niswander Environmental has devised a new planting plan that meets the MDNRE permit standards. Table 1 below represents the type and number of plants that is proposed for the 2011 corrective actions. Please note that the proposed number of shrubs is greater than the required amount, but this plan takes mortality into consideration.



Table 1. Proposed Revised Planting Plan

<b>Scientific Name</b>	<b>Common Name</b>	<b>Size</b>	<b>Number</b>
<i>Cephalanthus occidentalis</i>	buttonbush	18" – 24"	250
<i>Cornus stolonifera</i>	red-osier dogwood	18" – 24"	200
<i>Aronia melanocarpa</i>	black chokeberry	18" – 24"	50
<i>Viburnum opulus americana</i>	highbush cranberry	18" – 24"	50
<i>Viburnum lentago</i>	nannyberry	18" – 24"	50
<i>Lindera benzoin</i>	spicebush	18" – 24"	50
<b>TOTAL:</b>			<b>650</b>

Over the past five years, Niswander Environmental has installed well over 60,000 bare root native trees and shrubs into mitigation wetlands and restoration areas throughout the state. As a licensed nursery dealer, we can obtain bare root plants at wholesale prices to reduce costs.

**SCHEDULE**

The following is Niswander Environmental’s proposed schedule for this project.

**TASK 1. CORRECTIVE ACTIONS – WETLAND PLANTING**

Since the MDNRE is requiring that the plantings be conducted in the Spring of 2011, Niswander Environmental will install the required shrubs in late April or early May, 2011. This planting will coincide with our annual spring assessment to defer the costs of an additional site visit.

**COST PROPOSAL**

Niswander Environmental’s fee for the Scope of Work will be provided on a fixed fee basis as described below. Niswander Environmental will submit invoices at the completion of a Task or monthly, whichever occurs first. This Proposal is subject to Niswander Environmental’s standard Terms and Conditions (Attachment A).

**TASK 1. CORRECTIVE ACTIONS – WETLAND PLANTING**

Services will be invoiced on a fixed fee basis for Task 1. The plantings will be performed by Jeff Bridgland and/or Amy Berry. Mr. Bridgland and Ms. Berry are Professional Wetland Scientists with over ten years’ experience, and both have planted numerous public and private mitigation wetlands. The fee for re-planting the Seaver Farm Mitigation Wetland is \$3,700.00.

**PROJECT AUTHORIZATION**

Niswander Environmental requires authorization in the spaces provided at the end of this letter to proceed with this project.



Thank you again for your continued interest in Niswander Environmental's wetland mitigation services. We look forward to working with you to fulfill the MDNRE permit requirements. Please feel free to contact us at 810-225-0539 if there are any questions or concerns.

Sincerely,

Steven F. Niswander, Ph.D.  
Principal  
Professional Wetland Scientist #1276

Jeff Bridgland  
Ecologist  
Professional Wetland Scientist # 1810

Authorized by: Mr. Joe Lawson

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID: \_\_\_\_\_

Attachments: Attachment A. General Terms and Conditions

**AGREEMENT TO ASSIGN THE LINCOLN CONSOLIDATED SCHOOL DISTRICT  
CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD  
OF JUNE 12, 2011 THROUGH AUGUST 27, 2011**

AGREEMENT is made this \_\_\_\_\_ day of February, 2011 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Drive, Ypsilanti, Michigan, ("Township"), the LINCOLN CONSOLIDATED SCHOOL DISTRICT, located at 8970 Whittaker Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF'S OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

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

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

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 12, 2011 through August 27, 2011 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

WHEREAS, the School deputy will be reassigned to the Township and given assignments as agreed upon by the Township and Sheriff, thereby enhancing police services in the Township during the summer months.

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

NOW THEREFORE, the parties agree as follows:

ARTICLE I – Assignment of Contractual Deputy

The parties agree that beginning on June 12, 2011 and concluding on August 27, 2011, the contractual deputy assigned to Lincoln Consolidated School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Lincoln Consolidated School District.

ARTICLE II - TERM

This contract shall begin on June 12, 2011 and continue through August 27, 2011.

ARTICLE III – PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$31,856.00, payable by the Township as follows: June invoice--\$8,688.00; July invoice--\$11,584.00; and August invoice--\$11,584.00;

ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

ARTICLE V - EXTENT OF CONTRACT

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

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

By: \_\_\_\_\_  
Brenda Stumbo (DATE)  
Supervisor

By: \_\_\_\_\_  
Verna McDaniel (DATE)  
County Administrator

By: \_\_\_\_\_  
Karen Lovejoy Roe (DATE)  
Clerk

WASHTENAW COUNTY SHERIFF’S OFFICE

LINCOLN CONSOLIDATED SCHOOLS

By: \_\_\_\_\_  
Jerry Clayton  
Sheriff

By: \_\_\_\_\_  
Lynne Cleary  
Superintendent

APPROVED AS TO FORM:

ATTESTED TO:

By: \_\_\_\_\_  
Curtis N. Hedger  
Office of Corporation Counsel

By: \_\_\_\_\_  
Lawrence Kestenbaum (DATE)  
County Clerk/Register