

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 20, 2011 REGULAR MEETING**

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 Stan Eldridge, Jean Hall Currie, Mike Martin and Scott Martin

Members Absent: None

Legal Counsel: Wm. Douglas Winters

PROCLAMATION FOR 2011 LINCOLN HIGH SCHOOL BOYS VARSITY FOOTBALL TEAM

Clerk Lovejoy Roe read the proclamation into the record (see attached).

The proclamation was presented to Coach Chris Westfall in honor of the team's accomplishments. The coach thanked the Board.

Coach Ross stated that he was impressed with Coach Westfall and the entire team.

PUBLIC COMMENTS

Arloa Kaiser expressed her opposition to a new recreation center and her desire to have the Board vote against it. She felt the money should be used for AATA.

Monica Williams asked who was paying to build the recreation center.

Lyle Tindall, Township resident commented on the condition of Grove Road and said he felt a recreation center would help the City of Ypsilanti.

CONSENT AGENDA

- A. MINUTES OF THE DECEMBER 6, 2011 WORK SESSION, REGULAR MEETING AND EXECUTIVE SESSION**
- B. DECEMBER 20, 2011 STATEMENTS AND CHECKS**
- C. NOVEMBER 2011 TREASURER REPORT (SEE ATTACHED)**

A motion was made by Trustee Eldridge, supported by Trustee Scott Martin to approve the Consent Agenda. The motion carried unanimously.

SUPERVISOR REPORT

Supervisor Stumbo explained she had given her report during the Work Session. She thanked everyone for making Ypsilanti Township a better place to live, work and play.

CLERK REPORT

Clerk Lovejoy Roe explained she had also given her report during the Work Session. She briefly spoke to the need for additional election workers.

TREASURER REPORT

Treasurer Doe stated that he also gave his report at the Work Session.

ATTORNEY REPORT

A. REQUEST FORMAL AUTHORIZATION TO INITIATE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE THE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 254 KANSAS STREET

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the request to initiate legal action in Washtenaw County Circuit Court to abate the public nuisance for the property located at 254 Kansas Street. The motion carried unanimously.

Attorney Winters provided a brief overview of the unsafe conditions at this property.

B. GENERAL LEGAL UPDATE

Attorney Winters reported there was a Jan. 4, 2012 Show Cause Hearing scheduled on the property located at Grove and Rawsonville Roads.

He also commended the Township Board and Staff for their continued support and commitment to the community.

NEW BUSINESS

1. BUDGET AMENDMENT #15

Clerk Lovejoy Roe read the amendment into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve Budget Amendment #15 (see attached). The motion carried unanimously.

2. 2012 BOARDS AND COMMISSIONS APPOINTMENTS AND RENEWALS

Clerk Lovejoy Roe read the resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve Resolution No. 2011-40, 2012 Boards and Commissions Appointments and Renewals (see attached). The motion carried unanimously.

3. 2012 -2015 POLICE SERVICES CONTRACT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 2012-2015 Police Services Contract and authorize signing (see attached). The motion carried unanimously.

Supervisor Stumbo reported this contract would add four deputies to the department and include a six-month option to decrease the number, if it became necessary.

4. REQUEST OF TEAMSTERS LOCAL 214 TO EXTEND THE CURRENT CONTRACT FOR A TERM OF 30 DAYS DUE TO THE ABSENCE OF KAREN WALLIN, HUMAN RESOURCE GENERALIST

A motion was made by Trustee Mike Martin, supported by Treasurer Doe to extend the current Teamster's contract for a term of 30 days, due to the absence of Karen Wallin, Human Resource Generalist. The motion carried unanimously.

OTHER BUSINESS

1. RESOLUTION NO. 2011-41, AMENDING RESOLUTION NO. 2011-5 CAFETERIA PLAN PROVIDER

Clerk Lovejoy Roe read the resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve Resolution No. 2011-41, amending Resolution No. 2011-5 Cafeteria Plan Provider (see attached). The motion carried unanimously.

Supervisor Stumbo wished everyone a Merry Christmas.

ADJOURNMENT

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

The meeting adjourned at approximately 7:30 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Charter Township of Ypsilanti

Proclamation

Honoring

2011 LINCOLN HIGH SCHOOL BOYS VARSITY FOOTBALL TEAM

WHEREAS, the Charter Township of Ypsilanti wishes to recognize and congratulate the 2011 Lincoln High School Boys Varsity Football Team on their winning season and their first Michigan High School Athletic Association playoff appearance in Lincoln School history; and

WHEREAS, the Lincoln Boys Varsity Football Team achieved an overall record of 6 wins and 4 losses; and a league record of 4 wins and 2 losses, and finished 2nd in the Southeastern Conference White Division; and

WHEREAS, Chris Westfall, Lincoln High School Boys Varsity Football Head Coach was presented with the Michigan High School Football Coaches Association Regional Coach of the Year Award and;

WHEREAS, individual Awards for 1st Team All-Conference for Defense were bestowed upon Tanner Brewer, Dejuan Hampton, Tyree Waller, Christian Thomas and Johntae Pittman and;

WHEREAS, individual Awards for Honorable Mention All-Conference for Defense went to Corey Gray and Eddie Nuttall and;

WHEREAS, individual Awards for 1st Team All-Conference for Offense were bestowed upon George Miller, Rare Williams and Ryan Yeager and;

WHEREAS, individual Awards for Honorable Mention All-Conference for Offense went to TJ O'Bryan, Thomas Porter and Matt Peoples and;

WHEREAS, the Southeastern Conference Sportsmanship Award was presented to Lincoln Varsity Football team member Shaun Mackay and;

WHEREAS, the Southeastern Conference Scholar-Athlete Award Winners were Lincoln Varsity Football Team Members Cameron Graessley, Vincent Ciaramitaro and Thomas Porter;

NOW, THEREFORE BE IT RESOLVED AND PROCLAIMED, the Charter Township of Ypsilanti Board and on behalf of all our residents wishes to express their pride and admiration in having the 2011 Lincoln High School Boys Varsity Football Team representing our community. We are all very proud of their hard work and dedication both on the field, in the classroom and throughout our community.

Dated And Signed This 20th Day of December, 2011

Brenda L. Stumbo, Supervisor

Karen Lovejoy Roe, Clerk

Larry J. Doe, Treasurer

Jean Hall Currie, Trustee

Stan Eldridge, Trustee

Mike Martin, Trustee

Scott Martin, Trustee

OFFICE OF THE TREASURER
LARRY J. DOE



MONTHLY TREASURER'S REPORT
NOVEMBER 1, 2011 THROUGH NOVEMBER 30, 2011

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	4,169,243.56	1,407,510.98	643,777.54	4,932,977.00
101 - Payroll	83,091.04	648,049.60	648,878.96	82,261.68
101 - Willow Run Escrow	141,300.70	11.61	0.00	141,312.31
206 - Fire Department	2,805,608.20	6,644.99	343,451.96	2,468,801.23
208 - Parks Fund	20,360.04	1.65	613.42	19,748.27
211 - Bicycle Path	33,677.82	2.77	0.00	33,680.59
212 - Roads/Bike Path/Rec/General Fund	1,004,259.04	365.90	19,486.24	985,138.70
225 - Environmental Clean-up	443,491.33	36.45	0.00	443,527.78
226 - Environmental Services	3,870,050.64	2,099.34	233,508.75	3,638,641.23
230 - Recreation	269,121.71	19,018.85	61,794.16	226,346.40
236 - 14-B District Court	51,713.55	87,011.78	67,205.94	71,519.39
244 - Economic Development	67,052.73	5.51	0.00	67,058.24
245 - Public Improvement	523.52	0.00	523.52	0.00
248 - Rental Inspections	43,952.42	5,292.87	34,923.12	14,322.17
249 - Building Department Fund	263,745.17	23,419.94	20,307.75	266,857.36
250 - LDFA Tax	304.63	0.02	0.00	304.65
252 - Hydro Station Fund	568,261.57	27,078.54	10,656.12	584,683.99
266 - Law Enforcement Fund	4,084,723.83	755.50	512,518.88	3,572,960.45
280 - State Grants	18,349.07	1.51	0.00	18,350.58
283 - Neighborhood Stabilization	156,936.26	9.21	150,000.00	6,945.47
301 - General Obligation	395,490.34	47.35	0.00	395,537.69
396 - Series "A" Bond Payments	1,865.69	0.15	112.50	1,753.34
397 - Series "B" Cap. Cost of Funds	1,807.16	0.15	0.00	1,807.31
398 - LDFA 2006 Bonds	30,515.96	2.51	0.00	30,518.47
498 - Capital Improvement 2006 Bond Fund	343,886.94	28.26	0.00	343,915.20
584 - Green Oaks Golf Course	230,165.52	24,699.23	44,436.29	210,428.46
590 - Compost Site	1,198,181.97	36,266.69	20,174.17	1,214,274.49
595 - Motor Pool	456,032.38	17,595.31	31,252.80	442,374.89
701 - General Tax Collection	5,355.94	3,048.35	5,250.28	3,154.01
703 - Current Tax Collections	1,127,022.56	370,540.63	612,138.46	885,424.73
707 - Bonds & Escrow/GreenTop	566,593.09	10,811.12	20,279.75	557,124.46
708 - Fire Withholding Bonds	132,698.29	0.00	72,226.85	60,471.44
893 - Nuisance Abatement Fund	81,060.70	2,111.68	2,685.00	80,487.38
ABN AMRO Series "B" Debt Red. Cap.Int.	48,027.27	0.75	10,765.38	37,262.64
Comerica Series B Bond	1,868.73	0.22	25.00	1,843.95
GRAND TOTAL	22,716,339.37	2,692,469.42	3,566,992.84	21,841,815.95

CHARTER TOWNSHIP OF YPSILANTI

2011 BUDGET AMENDMENT #15

December 20, 2011

101 - GENERAL OPERATIONS FUND

Total Increase

Increase the General Fund Budget by the requested amount of the transfer to 14B District Court not to exceed \$279,793 and reduce the amount of the Court's due to General Fund amount by \$250,000 (or less) and increase the line item for retiree time pay out of \$29,793. Transfer will only be made to District Court for the amount needed to balance the revenues and expenditures not to create a fund balance. The Court currently owes the General Fund \$295,947. This is needed to avoid a negative fund balance of District Court at year end. The separate 14B District Court Fund was established in 2011 and did not have a fund balance from prior year to draw upon. The court fines and fees did not come in at what was budgeted due to the low number of tickets and cases. This will be funded by an appropriation of prior year fund balance and reduction of a due to from the 14B District Court.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$ 29,793.00
	Due from 14B District Court	101-000-000-067-236	\$ 250,000.00
		Net Revenues	<u>\$29,793.00</u>
Expenditures:	Transfer to 14B District Court	101-999-000-969.236	\$ 279,793.00
		Net Expenditures	<u>\$279,793.00</u>

Requesting a General Fund line item budget amendment between Department 210 Legal Services and Department 209 Assessing. The request would decrease unexpended budget amount of \$126,240.17 in Assessing Tax Appeals and increase the budget amount in attorney litigation to cover the cost through year end.

Increase Expenditure line item:	Legal Services	101-210-000-801.002	\$ 126,240.17
Decrease Expenditure	Due from 14B District Court	101-209-000-811.001	\$ (126,240.17)
		Net	<u>\$ -</u>

Budget Requests for Department Resident Svcs: Administration - Increase Regular Overtime by \$10,000 currently over \$9,100 due to the record amount of snow received in the winter/spring of 2011 with an extra \$900 to be allowed for any overtime caused by snow for the last weeks in December 2011. And Increase Salary Temp Ford Lake by \$5,300 due to hiring an extra person for seasonal work. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101.000.000.699.000	\$15,300.00
		Net Revenues	<u>\$15,300.00</u>
Expenditures:	Regular Overtime	101.774.000.709.000	\$10,000.00
	Salary Temp Ford Lake	101-774-000-707.775	\$5,300.00
		Net Expenditures	<u>\$15,300.00</u>

CHARTER TOWNSHIP OF YPSILANTI

2011 BUDGET AMENDMENT #15

December 20, 2011

236 - 14B DISTRICT COURT

Total Increase

Increase the 14B District Court Fund by a transfer in from the General Fund not to exceed \$279,793 and reduce the amount of the Court's due to General Fund amount by \$250,000 (or less) and increase the line item for retiree time pay out of \$29,793. Transfer will only be made for the amount needed to balance the revenues and expenditures not to create a fund balance. The Court currently owes the General Fund \$295,947. This is needed to avoid a negative fund balance at year end. The separate 14B District Court Fund was established in 2011 and did not have a fund balance from prior year to draw upon. The court fines and fees did not come in at what was budgeted due to the low number of tickets and cases. This will be funded by a transfer from the General Fund.

Revenues:	Transfer in from General Fund	236-000-000-697.101	<u>\$279,793.00</u>
		Net Revenues	<u><u>\$279,793.00</u></u>
Liabilities:	Due to General Fund	236-000-000-214-101	\$250,000.00
Expenditures:	Retirement Time Pay Outs	236-136-000-708.008	<u>\$29,793.00</u>
		Net Liability	<u><u>\$279,793.00</u></u>

249 - Building Department Fund

Total Increase

Increase expenditure budget for Retirement Time Pay Out for employee retiring at the end of December 2011. This will be funded by an appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	249.000.000.699.000	<u>\$14,160.00</u>
		Net Revenues	<u><u>\$14,160.00</u></u>
Expenditures:	Retirement Time Pay Outs	249-249.000-708.008	<u>\$14,160.00</u>
		Net Expenditures	<u><u>\$14,160.00</u></u>

CHARTER TOWNSHIP OF YPSILANTI
2012 Board and Commissions Appointments and Re-Appointments
Resolution No. 2011-40

REAPPOINTMENTS

Construction Board of Appeals

Kaczkowski, Christopher

Term

2 Years

Expiration Date

12/31/2013

Economic Development Authority

Eldridge, Stan

Term

6 Years

Expiration Date

12/31/2017

Greens Commission

Hale, Larry

Simmers, Carol

Term

2 Years

2 Years

Expiration Date

12/31/2013

12/31/2013

Planning Commission

Brewington, Brenda

Richie, Sally

Term

3 Years

3 Years

Expiration Date

12/31/2014

12/31/2014

Water Conservation Advisory Commission

Andresen, Norm

Clancy, Mark

Lampe, Doug

Talbot, Arthur

Wilson, David

Term

2 Years

2 Years

2 Years

2 Years

2 Years

Expiration Date

12/31/2013

12/31/2013

12/31/2013

12/31/2013

12/31/2013

Zoning Board of Appeals

Abraham, Maudie

Term

3 Years

Expiration Date

12/31/2014

NEW APPOINTMENTS

Water Conservation Advisory Commission

Blackburn, Luther

Anderson, Carolyn (Alternate)

Term

2 Years

2 Years

Expiration Date

12/31/2013

12/31/2013

Ypsilanti Community Utilities Authority

Stumbo, Brenda

Term

3 Years

Expiration Date

12/31/2014

WASHTENAW COUNTY POLICE SERVICES CONTRACT

AGREEMENT is made this 1st day of **January, 2012**, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, 48107 ("County"), the WASHTENAW COUNTY SHERIFF, a Michigan Constitutional Officer ("Sheriff") and YPSILANTI CHARTER TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Drive, Ypsilanti, Michigan 48197 ("Township").

RECITALS

WHEREAS, for the past nine years, the County and County Sheriff have provided police road patrol services to participating local governmental units pursuant to a contract between the County, County Sheriff and the local governmental entity; and

WHEREAS, the Board of Commissioners has taken the position that to receive the benefit of police services, local jurisdictions must share paying the responsibility for the service; and

WHEREAS, the County and participating local governmental entities have executed police service contracts and amendments effective through December 31, 2011 providing that the County Sheriff would provide road patrol services pursuant to the terms of the amended contracts; and

WHEREAS, it is now necessary to execute new contracts effective January 1, 2012 through December 31, 2015, to insure the seamless continuation of police services for those communities.

NOW THEREFORE, the parties agree as follows:

ARTICLE I - SCOPE OF SERVICES

A. The parties agree that the Township shall contract for **thirty-five (35)** Police Service Units ("PSU") from the Sheriff to provide road patrol and other law enforcement services to the Township. A "PSU" is defined as, "the services of one Sheriff's deputy plus all necessary support to keep that deputy on the road." The parties agree that a deputy service hour constitutes all time spent by sheriff's personnel responding to a call for service that originates from the contracting jurisdiction as well as any time spent within the boundaries of the jurisdiction. The parties further agree that a deputy hour includes all court time spent on Township cases. The parties also agree that any time spent in any jurisdiction by a deputy under this Contract who is responding to a condition red alert as defined by the Department of Homeland Security shall also be counted towards the annual contracted hours for the Township.

B. Specific deployment issues are attached as Exhibit A. The County, Sheriff and Township agree that the terms of Exhibit A, pertaining to deployment issues, may only be amended by mutual written consent of the Sheriff and Township.

ARTICLE II – COMPENSATION AND OVERTIME

The price to the Township for the contractual police services is based upon the methodology adopted by the County's Board of Commissioners on December 1, 2010 and July 6, 2011.

The price for a PSU is fixed as follows: (1) \$150,594.00 per PSU for 2012; (2) \$152,100.00 per PSU for 2013; (3) \$153,621.00 per PSU for 2014; and (4) \$155,157.00 per PSU for 2015. Beginning in 2014, the County reserves the right to adjust these prices as a result of significant unforeseen cost increases in line items contained in the Direct Cost categories (Salary, Fringe, Uniform Allowance, Gun Allowance, Fleet). The County and Sheriff shall give each Contracting Partner six (6) months written notice of any such increase.

In addition to the compensation stated above, the Township shall also be responsible to pay for all overtime incurred by its contracted PSU's while working on Township related matters, including, but not limited to, testifying on court cases involving Township cases.

ARTICLE III – FAILURE TO PAY

The County shall bill the Township monthly for all standard monthly and overtime costs incurred during that month. The Township must pay this bill within thirty (30) days after the date of the invoice. Failure by the Township to pay the total monthly charges shall be a material breach of this Contract and entitle the County to immediately seek remedies including, but not limited to, the following:

- Limitation of future police services to the Township to offset the amount owed;
- Complete stoppage of all contract services to the Township until the amount owed is completely paid;
- Pursuit of a court order compelling the Township to pay the amount owed.

The parties understand and agree that the above remedies are not exclusive and do not constitute progressive enforcement steps. Thus, the County may choose any of these remedies, or any other remedy to which it is legally entitled, at any time after the Township has breached its duty to pay its monthly costs. Moreover, the parties understand and agree that these remedies are in addition to those stated in Article XIV.

ARTICLE IV – DISPUTE RESOLUTION

The parties agree that the Township may dispute any County invoice by taking the following actions within 30 days of receiving the invoice: (1) the Township must pay the disputed amount to the County; and (2) the Township must send written notice to the County Administrator that it disputes the invoice. The Township is encouraged to attach any written documentation supporting its claim to its request to County Administration for dispute resolution.

Within 30 days of receiving the Township's notice disputing the invoice, County Administration will investigate the claim. If the investigation supports the Township's claim, the disputed money will be refunded back to the Township, along with interest at an annual rate of 2 per cent pro rated to equal the length of the arbitration process. If, however, as a result of the investigation, County Administration disagrees with the Township's claim, the County and the Township shall jointly pick a mutually acceptable arbitrator to hear the positions of the Township and County. The County and the Township shall also have the right to jointly compile a list of acceptable arbitrators which, if compiled, shall be an attachment to this Contract. The arbitrator's decision on the claim shall be binding. If the arbitrator ultimately decides in favor of the Township, the County agrees to refund the money paid by the Township, along with an annual 2 per cent interest payment pro rated to equal the length of the arbitration. The cost to retain the arbitrator shall be paid by the losing party.

ARTICLE V - TERM

The term of this contract shall be for forty-eight months with an effective date of January 1, 2012 and ending on December 31, 2015.

ARTICLE VI - INSURANCE

The County agrees to maintain at its own expense during the term of this contract the following insurance:

1. Workers' compensation insurance with Michigan statutory limits and Employers Liability Insurance with a minimum of one hundred thousand (\$100,000.00) dollars each accident for any employee.
2. Public entity liability coverage, which includes general liability, law enforcement liability, auto liability and public official's liability coverage. The County's insurer will add Ypsilanti Charter Township as an additional insured under this public entity liability coverage. The County will be responsible for all expenses and loss payments within its SIR/Deductible.

The County shall submit a certificate of insurance that evidences such coverage to the Township Clerk prior to beginning services under this Contract.

ARTICLE VII – RESPONSIBILITY FOR EMPLOYEES AND AGENTS

The parties agree that the County is responsible for the acts and/or omissions of its PSU's and related police service personnel in providing services under this Contract.

ARTICLE VIII-CONFERENCES

The County and Township agree that either party may request a conference to discuss issues relating to interpretation of this Contract. Such notice shall be in writing and specify the issues to be discussed at the conference. In addition, as stated more

fully in Exhibit A, the Sheriff and the Township may convene to discuss specific deployment issues.

ARTICLE - IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to, all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE X - EQUAL EMPLOYMENT OPPORTUNITY

All parties to this Contract agree that they 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 (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

All parties to this Contract agree that they will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicants and the treatment of employees. Affirmative action will include, but not be limited to: employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

All parties to this Contract agree to post notices containing this 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 the County, 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.

ARTICLE XI - EQUAL ACCESS

The Sheriff shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XII - ASSIGNS AND SUCCESSORS

This contract is binding on the County, Sheriff and the Township, their successors and assigns. None of the parties to this Contract will assign or transfer its interest in this contract without the written consent of the other parties.

ARTICLE XIII - TERMINATION OF CONTRACT

If a party breaches any provision of this Contract, the non-breaching party may serve upon the breaching party written notice of its intent to terminate this Contract. If the breaching party fails to cure such breach within thirty (30) days after having received written notice of the breach, the non-breaching party may terminate this Contract,

provided, however, that if the cure for the breach takes more than thirty (30) days to cure, the breaching party shall be given a reasonable amount of time beyond the thirty (30) day period to prosecute the cure to the breach to completion.

Notwithstanding the paragraph above, the Township, upon giving the County and the Sheriff at least six (6) months written notice, may terminate the contract effective December 31st of the year such notice is given. In addition, the township may reduce the contracted PSU level in the event of significant unforeseen budgetary changes upon six (6) months written notice.

ARTICLE XIV – CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County, Sheriff and Township will be incorporated into this Contract by written amendment signed by all parties.

ARTICLE XV - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XVI - EXTENT OF CONTRACT

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

YPSILANTI CHARTER TOWNSHIP

WASHTENAW COUNTY

By: _____
Brenda Stumbo (DATE)
Township Supervisor

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

WASHTENAW COUNTY SHERIFF

By: _____
Jerry Clayton, Sheriff (DATE)

APPROVED AS TO FORM:

ATTESTED TO:

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

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

EXHIBIT A

The WASHTENAW COUNTY SHERIFF, a Michigan Constitutional officer (SHERIFF) and the CHARTER TOWNSHIP OF YPSILANTI, a municipal corporation, located at 7200 South Huron River Drive, Ypsilanti, Michigan 48197, (TOWNSHIP), agree on the following specific deployment issues which shall remain in full force and effect for the term of the Washtenaw County Services Contract between the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107, (COUNTY), SHERIFF and the TOWNSHIP. Said contract shall be in effect from January 1, 2012 to December 31, 2015, unless canceled as provided in the Washtenaw County Services Contract.

The TOWNSHIP and SHERIFF hereby enter into the following understandings and agreements as it pertains to all deployment issues:

1. The SHERIFF agrees to provide, inter alia, to the TOWNSHIP the services of 35 certified Sheriff's Deputies for the Deputy component of the 35 PSU's referenced in the main Contract for law enforcement services commencing on January 1, 2012 through December 31, 2015. It is understood that the SHERIFF will assign not less than 35 Deputies per month January 1, 2012 through December 31, 2015, to work within the boundaries of the TOWNSHIP. The TOWNSHIP recognizes that temporary fluctuations in the number of Deputies may occur due to prolonged illness, disciplinary action or other unanticipated circumstances.

The SHERIFF will avail to the TOWNSHIP a daily duty assignment roster completed by a command officer that lists the deputies assigned to work in Ypsilanti Township each shift, and a schedule of deputies assigned to Ypsilanti Township.

2. Overtime Protocol The parties agree that the Township shall have the right to discuss overtime and staffing issues with the Sheriff and to provide input on when

overtime shall be incurred under this Contract, provided, however, that the Sheriff shall ultimately determine when overtime is justified under this Contract.

3. The SHERIFF or his Command Officers shall have the right to withdraw Deputies assigned to the TOWNSHIP pursuant to the current Washtenaw County Services Contract in case of any emergency that requires additional law enforcement units in another portion of the County, or to render emergency aid to other law enforcement agencies. The TOWNSHIP reserves the right to file an objection with the SHERIFF if any unreasonable use is made of the emergency exception contained herein. The TOWNSHIP wishes to emphasize that contract personnel will be removed from the TOWNSHIP only under emergency circumstances. For the purpose of this document, emergency circumstances will be defined as an immediate threat to human life or safety (significant risk of injury), a major disaster, civil disorder or requests made pursuant to the Washtenaw County Criminal Justice Association mutual aid agreement. Further, PSU's under this contract shall only be given assignments as support or back-up, not as primary complaint responders to area outside of Ypsilanti Township.

4. The SHERIFF shall make available a monthly activity report of all requests for police services and all crimes committed within the boundaries of the TOWNSHIP, which were reported to the SHERIFF or came to the knowledge of the SHERIFF. Said report shall be broken down into major categories of criminal activity and will also include the number of traffic crashes, animal control complaints and citations issued. The SHERIFF agrees to make this report available one-week prior to the TOWNSHIP'S second regular meeting every month that the Washtenaw County Services Contract is in effect. In addition, the SHERIFF agrees to make available upon request information pertaining to the outcome or disposition of major crimes reported in the township and investigated by the SHERIFF (commonly referred to as "closure rates"). The SHERIFF and TOWNSHIP agree that a Lieutenant will serve in the SHERIFF'S stead as the primary law enforcement administrator for the TOWNSHIP, and, in that capacity, shall be invited to and attend staff meetings with TOWNSHIP officials, as well as attend

TOWNSHIP Board meetings regularly to report to the TOWNSHIP Board any relevant contract issues and/or to answer questions from the Board and Public. Acting in the role of a TOWNSHIP “department head,” it is the Lieutenant’s responsibility to inform the TOWNSHIP as soon as practicable regarding the following matters: (a) major events, both criminal and non-criminal, which are likely to create significant public interest, (b) major citizen complaints, particularly those involving allegations of excessive force, (c) pursuits ending in an accident or injury, (d) the discharge of a firearm by an Ypsilanti Township contract Deputy, or a Command Officer assigned to the TOWNSHIP, during the pursuit or apprehension of a suspect, (e) the actual or alleged involvement of any contract Deputy in criminal activity, (f) requests for special newspaper interviews regarding operations within the TOWNSHIP, (g) motor vehicle accident involving Ypsilanti Township contract Deputies in which any party is injured, and (h) any significant changes in operations within the TOWNSHIP, or the allocation or deployment of contract Deputies.

The TOWNSHIP recognizes that, due to the confidential nature of certain criminal and internal investigations, immediate notification may not be appropriate. The SHERIFF will make reasonable attempts to notify the TOWNSHIP before such cases are made public.

5. The parties agree that the Township shall be permitted to provide input in the selection of Sheriff’s Department personnel who will be assigned in the Township, who shall fulfill the terms of this contract. To that extent, the Township shall meet with administration staff from the Sheriff’s Department to work out a process whereby appropriate Township personnel may be involved in the selection process of those individuals proposed by the Sheriff to work in that Township. The amount of assigned deputies will be determined by the labor agreement between the County, Union and Sheriff. The Sheriff agrees to take any input from the Township personnel in making his final decision on personnel who will work within that Township. The Township may also request assignment of personnel to specific shifts, provided, however, the Sheriff retains the power to make final decisions regarding shift assignments.

The TOWNSHIP shall be given full consideration regarding any complaints of Deputy performance deficiencies. Contract Deputies whose overall performance is proven deficient, based upon department standards and as required by the POAM contract, may be reassigned by the SHERIFF, at the TOWNSHIP'S request.

6. The parties understand that general ordinance enforcement as requested by the TOWNSHIP shall be part of the services provided by the SHERIFF to the TOWNSHIP pursuant to this contract which includes, but is not limited to, local traffic ordinances, zoning ordinances, etc., within existing contract resources. It is also agreed that within the jurisdictional boundaries of the TOWNSHIP, Washtenaw County Sheriff's Deputies may be dispatched to any incident on any freeway, entrance and exit ramp, including the following:

- A. Take calls pending on the freeways;
- B. "Hold down calls" until Michigan State Police units become available;
- C. Use the freeways to respond to dispatches within Ypsilanti Township.

7. The SHERIFF agrees to maintain the current number of Command Officers assigned to the TOWNSHIP so as to provide adequate supervision for Deputies assigned to the TOWNSHIP, and perform other administrative duties that may be required. The TOWNSHIP recognizes and acknowledges that said Command Officers are assigned at the discretion of the SHERIFF and may from time to time be required to perform supervisor duties in other areas of the County.

8. The parties agree that this Contract does not address animal control services.

9. The TOWNSHIP and the SHERIFF agree that providing service to the community is a priority and shall be done in an efficient and effective manner. Accordingly, the SHERIFF agrees that shift staffing and unscheduled time off shall be managed in a manner to optimize police services as much as possible.

10. The TOWNSHIP requests that a Deputy be sent to every service request. The SHERIFF acknowledges this request and will endeavor to send a Deputy to service such calls

as staffing permits. The TOWNSHIP, however, recognizes and acknowledges that the SHERIFF currently bears responsibility for law enforcement service in the TOWNSHIP and the welfare of its citizens in this regard, and therefore, retains sole discretion in the allocation of personnel for that purpose, and may make such deployment decisions as are necessary for the efficient provision of law enforcement services. The SHERIFF agrees, however, that in those instances where a TOWNSHIP resident is offered alternatives to Deputy response such as telephone reporting or Community Service Officer reporting services, and refuses those services, and specifically requests a Deputy to respond to their call; a Deputy will be sent.

11. The SHERIFF affirms that Deputies assigned to the TOWNSHIP are trained and certified police officers, consistent with the standards established by the MICHIGAN COMMISSION on LAW ENFORCEMENT STANDARDS (MCOLES). Further, it is understood that each party to the Washtenaw County Services Contract shall be responsible for the acts and omissions of its employees and agents.

12. The SHERIFF retains the complete discretion to determine where any substation may be located to assist SHERIFF personnel in fulfilling its responsibilities under this contract. The parties agree that the TOWNSHIP shall provide and maintain any such substation, while the SHERIFF shall equip that substation.

CHARTER TOWNSHIP OF YPSILANTI

WASHTENAW COUNTY SHERIFF

Brenda Stumbo, Supervisor
Dated:

Jerry Clayton, Sheriff
Dated:

Karen Lovejoy Roe, Clerk
Dated:

RESOLUTION NO. 2011-41
Amending Resolution No. 2011-5
Code Section 125 Plan Referred To
As The Cafeteria Plan

Whereas, the Charter Township of Ypsilanti Board of Trustees deems it to be in the best interest of its employees and officers to adopt, amend or restate its Cafeteria Plan under Section 125 of the Internal Revenue Code of 1986, as amended.

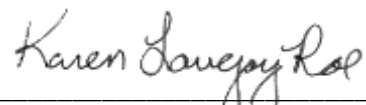
Now therefore be it resolved, that the Charter Township of Ypsilanti Board of Trustees hereby adopts and approves this Cafeteria Plan as amended or restated to become effective as of 01/01/2011, pursuant to the Adoption Agreement and Cafeteria Plan which are attached hereto.

Be it further resolved, that the Supervisor of the Charter Township of Ypsilanti shall have the authority to:

- a. Execute this Adoption Agreement and Amended Cafeteria Plan, and other documents and agreements as may be necessary to implement the Plan
- b. Appoint a plan administrator for such plan, and change such administrator from time to time with the advice and consent of the Charter Township of Ypsilanti Board of Trustees
- c. Contract with Progressive Benefit Solutions to provide assistance to the plan administrator in establishing and maintaining such plan

Be it further resolved, that the Clerk of the Charter Township of Ypsilanti is directed to enter a copy of this Adoption Agreement and this Cafeteria Plan, as amended, into the records of this Institution and into the minutes of this meeting

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2011-41 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 20, 2011.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti