

# **CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES**

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*Supervisor*

**BRENDA L. STUMBO**

*Clerk*

**KAREN LOVEJOY ROE**

*Treasurer*

**LARRY J. DOE**

*Trustees*

**JEAN HALL CURRIE**

**STAN ELDRIDGE**

**MIKE MARTIN**

**SCOTT MARTIN**

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**April 5, 2011**

**Board Meeting – 6:30 p.m.**

**Ypsilanti Township Civic Center  
7200 S. Huron River Drive  
Ypsilanti, MI 48197**

**CHARTER TOWNSHIP OF YPSILANTI  
REGULAR MEETING  
TUESDAY, APRIL 5, 2011**

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

**AGENDA  
(REVISED)**

**TIME AND PLACE                      6:30 P.M.                      YPSILANTI TOWNSHIP CIVIC CENTER  
BOARD ROOM  
7200 S. HURON RIVER DRIVE**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. WILLOW RUN AIRPORT PART 150 NOISE STUDY UPDATE – BILL STUART
4. PUBLIC COMMENTS
5. MINUTES
  - A. MARCH 15, 2011 REGULAR MEETING
6. TRUSTEE REPORT
7. 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
  - B. GENERAL LEGAL UPDATE

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

5. BUDGET AMENDMENT #3
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
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
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
9. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO EXTEND VEGETATION ABATEMENT CONTRACT FOR ONE YEAR AND AUTHORIZE SIGNING OF THE CONTRACT

#### **DISCUSSION ITEM**

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

#### **OTHER BUSINESS**

#### **STATEMENTS AND CHECKS**

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



**Office of Community Standards**  
**Planning Department**  
7200 S. Huron River Drive  
Ypsilanti, MI 48197  
**(734) 485-3943**  
ytown.org

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## Memorandum

**To:** Karen Lovejoy Roe, Township Clerk  
**From:** Joe Lawson, Planning Coordinator  
**Date:** March 28, 2011  
**Re:** Willow Run Airport Part 150 Noise Study Update – Mr. Bill Stuart

As you may be aware, over the last few years, Supervisor Stumbo and I have been attending meetings in relation to the Willow Run Airport Part 150 Noise Study. As part of this process, we have had the honor to meet Township Resident Mr. Bill Stuart. Mr. Stuart is a retired pilot with over 25 years of experience flying in and out of Willow Run Airport. We consider Mr. Stuart our resident expert in airport operation and procedures, particularly in relation to Willow Run Airport.

With that said, could you please provide an opportunity on the next available agenda to allow Mr. Stuart an opportunity to update the Board on the Willow Run Part 150 Noise Study? Mr. Stuart has stated that he has a 10-minute presentation that would be helpful in bringing the Board up to date on the ongoing Part 150 Study.

If there are any questions, please let me know.

# PUBLIC COMMENTS

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**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE MARCH 15, 2011 REGULAR MEETING**

**PROPOSED**

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 Jean Hall Currie Mike Martin and Scott Martin

**Members Absent:** Stan Eldridge

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC COMMENTS**

Arloa Kaiser, Township Resident stated dog license information on the Township website included the dog's name and she felt a thief could use the information to his advantage.

Joan Robinson, Township Resident said she attended the March 1, 2011 meeting but she did not quite understand the process for the appointment.

Supervisor Stumbo explained the process that occurred at the March 1, 2011 Board Meeting regarding Scott Martin's appointment. She further stated the minutes were available for review on the Township website that also explain the Township action taken at the Board Meeting.

Dan Benefiel, Township Resident congratulated Trustee Scott Martin on his appointment to the Board and he spoke on his interest to serve on the Park Commission.

Maudie Abraham, Township Resident questioned when the road behind Kroger would be completed.

Treasurer Doe stated work on the road would begin once the asphalt companies opened for the season, probably late April or early May.

Barbara Hale, Township Resident expressed her concern about the safety of the Holmes Road area.

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MARCH 15, 2011 REGULAR MEETING MINUTES  
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**MINUTES**

**A. MARCH 1, 2011 REGULAR MEETING**

**A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve the minutes of the March 1, 2011 Regular Meeting. The motion carried unanimously.**

**SUPERVISOR REPORT**

Supervisor Stumbo stated she was not going to give her monthly report. She requested the Board consider authorizing the Township Attorney to begin the process of gathering information that would defend a moratorium on public housing in Ypsilanti Township. She cited several scenarios, which showed oversaturation and the need to approach the issue from a legal perspective.

**A motion was made by Trustee Currie, supported by Trustee Mike Martin to authorize the Attorney to begin the process of gathering information that would defend a request for a moratorium on public housing in Ypsilanti Township. The motion carried unanimously.**

Attorney Winters explained that at a meeting with MSHDA, they were surprised to learn there were a number of housing commissions (Plymouth, Detroit area, Ann Arbor, etc.) that allocated vouchers for public housing. Attorney Winters further explained the Michigan Prisoner Release Program had also taken a more aggressive approach in locating more parolees in this area. He stated if authorized, he would gather the necessary documents to provide Ypsilanti Township alternatives and legal options.

**CLERK REPORT**

Clerk Lovejoy Roe said she sent twenty-five FOIA requests to different housing commissions within a fifty-mile radius of the 48197 and 48198 zip codes. She stated she requested information on all addresses where public or state dollars were received and the owner's contact information. Clerk Lovejoy Roe said she had also emailed the director of MSHDA.

Clerk Lovejoy Roe stated April 4, 2011 was the last day to register to vote in the May 3, 2011 Washtenaw Intermediate School District (WISD) election. She said anyone interested in receiving an absentee ballot should contact the Clerk's office.

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MARCH 15, 2011 REGULAR MEETING MINUTES  
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Clerk Lovejoy Roe stated she was invited to be part of the West Willow Neighborhood Association Housing Committee, which was also open to the public.

Clerk Lovejoy Roe said she attended the AATA governance meeting where they discussed strategic planning for transportation in the county at large.

She stated the Election Committee met on March 1, 2011 to consolidate several precincts for the May election and on March 15, 2011 to appoint the Election Inspectors.

Clerk Lovejoy Roe stated the Police Services Steering Committee met to see if there needed to be any change in the contract language and they discussed the process of filling positions/cost when a long-term vacancy occurs.

Clerk Lovejoy Roe said Holmes Road Phase III was moving forward.

Clerk Lovejoy Roe stated she and Supervisor Stumbo had an on-site visit with Scott Blackmore of Blackmore Company and received the good news that he planned to expand in Ypsilanti Township.

Clerk Lovejoy Roe said she attended the Traffic Management Program meeting, which looked at a new process to qualify for traffic calming devices.

**TREASURER REPORT**

**A. FEBRUARY 2011**

Treasurer Doe gave the report for February 2011. The beginning balance was \$30,631,360.58 and the ending balance was \$35,122,551.17

**A motion was made by Clerk Roe, supported by Trustee Mike Martin to receive and file the February 2011 Treasurer's report (see attached). The motion carried unanimously.**

**TRUSTEE REPORT**

Trustee Currie's comments were not picked up by the recorder.

Trustee Mike Martin stated the Meals on Wheels Fundraiser was on March 17, 2011 and encouraged everyone to support the project. He also welcomed Scott Martin to the Board.



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MARCH 15, 2011 REGULAR MEETING MINUTES  
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**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

- Gault Village: Ron Fulton, Building Director provided a brief summary of the deteriorating condition of the Gault Village Shopping Center and specifically Value Foods. Mr. Fulton stated the condition of the roof had worsened with the heavy rain and thawing snow and he considered the whole store unsafe and a fire and electrical hazard since the light fixtures were full of rainwater.

Attorney Winters said there was a request for emergency Circuit Court action under New Business.

- Grove Road Dairy Mart: Attorney Winters stated the liquor license would be suspended on March 18, 2011 for sixty days and he was still pursuing options to suspend the license for good.

Attorney Winters also provided an update on the nuisance abatement properties located at 9681 Landsdowne Lane, 1224 E. Clark Road, 2404 Lakeview and the open basement on Sweet Road.

**OLD BUSINESS**

1. **2<sup>ND</sup> READING, ORDINANCE NO. 2011-412, AMENDING CHAPTER 66 (VEGETATION) SECTIONS 31 ENTITLED GRASS AND WEEDS, OF THE YPSILANTI TOWNSHIP CODE OF ORDINANCES (1<sup>ST</sup> Reading held at the March 1, 2011 Regular Meeting)**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to approve Ordinance No. 2010-412, Amending Chapter 66 (Vegetation) Sections 31 entitled Grass and Weeds, of the Ypsilanti Township Code of Ordinances (see attached).**

Clerk Roe read the Ordinance into record.

Supervisor Stumbo said the Ordinance moved the height from 8" to 7" before enforcement would occur. She stated a notice regarding the ordinance would be published on March 22, 2011 and March 29, 2011.

**The motion carried as follows:**

<b>Mike Martin:</b>	<b>Yes</b>	<b>Currie:</b>	<b>Yes</b>	<b>Scott Martin:</b>	<b>Yes</b>
<b>Stumbo:</b>	<b>Yes</b>	<b>Roe:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>

**NEW BUSINESS**

- 1. REQUEST OF JOE CHECK FOR A ONE-YEAR EXTENSION FOR PAINT CREEK CROSSING, PD STAGE I REVISED CONCEPT PLAN AND PD STAGE II SITE PLAN REVIEW OF CONDOMINIUMS KNOWN AS HUNTER'S RIDGE DUE TO EXPIRE APRIL 3, 2011 AND REQUEST TO BE GIVEN UNTIL SEPTEMBER 1, 2011 TO PAY ALL DELINQUENT TAXES, INCLUDING INTEREST AND PENALTIES**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the request of Joe Check for a one-year extension for Paint Creek Crossing, PD Stage I Revised Concept Plan and PD Stage II Site Plan Review of Condominiums known as Hunter's Ridge and the request to be given until September 1, 2011 to pay all delinquent taxes, including interest and penalties. The motion carried unanimously.**

Supervisor Stumbo explained the development was located behind Kroger and she asked Treasurer Doe if Mr. Check was responsible for the road improvements.

Treasurer Doe said the road improvements were part of the shopping center negotiations but this extension was for the condominium site plan. He further stated the Township would receive the delinquent taxes once they settle with the County.

- 2. REQUEST FORMAL AUTHORIZATION TO SEEK EMERGENCY SHOW CAUSE HEARING IN WASHTENAW COUNTY CIRCUIT COURT ON SERIOUS LIFE-SAFETY ISSUE AT GAULT VILLAGE SHOPPING CENTER.**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve formal authorization of an emergency Show Cause Hearing in Washtenaw County Circuit Court on serious life-safety issue at Gault Village Shopping Center. The motion carried unanimously.**

Supervisor Stumbo stated the rain coming in ACO Hardware was brought up at the Neighborhood Watch Meeting. She further stated the owner of Gault Village had not been cooperative in the past. Supervisor Stumbo said the roof needed to be repaired for the safety of the customers.

- 3. APPOINTMENT OF PARK COMMISSIONER (accepted resignation of Scott Martin at the March 1, 2011 Regular Meeting)**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to appoint Monica Ross-Williams to the Ypsilanti Township Park Commission for the remainder of the term.**

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MARCH 15, 2011 REGULAR MEETING MINUTES  
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Trustee Mike Martin stated he had reviewed Ms. Ross-Williams resume and felt she was a perfect fit for the position.

**The motion carried unanimously.**

- 4. REQUEST OF JOE LAWSON, PLANNING AND DEVELOPMENT COORDINATOR FOR AUTHORIZATION TO DISTRIBUTE TOWNSHIP INITIATED AMENDMENT TO THE ADOPTED FUTURE LAND USE MAP AS ILLUSTRATED ON THE ATTACHED MAP AND AS SET FORTH WITHIN THE MICHIGAN PLANNING ENABLING ACT, P. A. 33 OF 2008, WITH A REQUEST FOR COMMENTS**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to remove this item from the agenda at the request of Joe Lawson, Planning and Development. The motion carried unanimously.**

- 5. REQUEST OF JEFF ALLEN, RSD DIRECTOR FOR APPROVAL OF CHANGE ORDER WITH HONEYWELL TO PROVIDE ADDITIONAL EECBG WORK AT THE FORD BLVD. FIRE STATION IN THE AMOUNT OF \$2,528, BUDGETED IN LINE ITEM #206.206.000.920.005 AND THE COMPOST SITE IN THE AMOUNT OF \$632, BUDGETED IN LINE ITEM #590.590.000.920.005**

**A motion was made by Treasurer Doe, supported by Trustee Currie to approve change order with Honeywell to provide additional EECBG work at the Ford Blvd. Fire Station in the amount of \$2,528, and Compost Site in the amount of \$632.**

Jeff Allen, Director of Residential Services, explained the remaining funds of the original grant were required to be committed to a project by the end of March and his suggestion was to make electrical upgrades at the Fire Station and Compost Site.

**The motion carried unanimously.**

- 6. REQUEST OF JEFF ALLEN, RSD DIRECTOR FOR APPROVAL OF EMERGENCY REPAIR AT GREEN OAKS PRO-SHOP**

**A motion was made by Trustee Currie, supported by Clerk Lovejoy Roe to approve emergency repairs at Green Oaks Pro-Shop.**

Jeff Allen, RSD Director provided a brief overview of the problems at the Pro-Shop and he said the building was tagged for no occupancy. He explained the ProShop could be temporarily located in room 201 at the Recreation Center or a portable trailer could be rented. Mr. Allen stated he estimated the repairs could take between six weeks to three months and he was meeting with the insurance company the following day.

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Supervisor Stumbo asked if three quotes would be obtained.

Jeff Allen explained that the company he talked to could get right on the job and that would need to be a factor when considering other companies because the roof was very unstable. He asked if there could be a friendly amendment to solicit three bids and allow the full-time officials to approve awarding the bid to the lowest bidder.

**A friendly amendment was made by Trustee Currie to solicit three proposals and allow the three full-time officials to review the proposals and award it to the lowest bidder. The friendly amendment was accepted.**

Trustee Hall Currie asked Mr. Allen if he had talked to the seniors at the Recreation Center concerning Room 201.

Supervisor Stumbo stated Mr. Allen would speak to the seniors once the repairs were approved by the Board.

**The motion carried unanimously.**

**7. 2011 PROPOSED GREEN OAKS GOLF RATES**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Green Oaks Golf Rates (see attached).**

Clerk Lovejoy Roe read the proposed rates, approved by the Greens Commission into the record.

**The motion carried unanimously.**

**DISCUSSION ONLY ITEMS**

Supervisor Stumbo explained since there was no longer a Work Session, "Discussion Only Items" were added to the agenda.

**1. DISCUSS SIDEWALK SNOW REMOVAL ORDINANCE**

Supervisor Stumbo said the sidewalk snow removal issue was raised by a resident at the last board meeting. She stated that Trustee Scott Martin had done research and had obtained information on three communities where a snow ordinance was in place. Supervisor Stumbo said the biggest concern was the inability of senior citizens to remove their snow.

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MARCH 15, 2011 REGULAR MEETING MINUTES  
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Clerk Lovejoy Roe said it was important to discuss and to see where the Board was at before spending a lot of staff or attorney time developing an ordinance without a consensus to move it forward.

Arloa Kaiser, Township Resident stated at the last meeting she had suggested the Township not have an ordinance for snow removal. She said just because other communities had a snow ordinance did not mean Ypsilanti Township needed to do the same.

Trustee Scott Martin said he had taken it upon himself to look in the surrounding areas regarding a snow removal ordinance.

Linda Mealing, Township Resident said she lived by a school and many of the children did not have boots. She was in favor of the ordinance so people would not have to walk in the streets.

Monica Ross-Williams, Township Resident, said her Godmother used a motorized wheelchair and sidewalks were very important to her. She said it was important for the Township to meet the needs of all residents.

The Board agreed there should be continued research regarding a sidewalk snow removal ordinance.

**2. DISCUSS VACANT POSITIONS**

Supervisor Stumbo said the vacant position was brought up at the last board meeting. She stated the Township was notified that the Governor planned to take away the state shared revenue and Treasurer Doe and Clerk Lovejoy Roe had been working on ways to internally fill the current vacancy with the existing staff.

Clerk Lovejoy Roe stated Treasurer Doe had been working with other departments to see if the position could be filled internally.

Treasurer Doe said Mike Radzik, OCS Director had approached him after the last meeting and said one of his departments was a half a person over what he had budgeted. He explained that the two of them had spent a great deal of time trying to decide if it was possible for one of Mr. Radzik's staff to be physically located in the Treasurer's office five days a week, eight hours a day, but bring down work from the Office of Community Standards. Treasurer Doe said he did not want to put it in concrete but he and Mr. Radzik felt it would work and he would like to move forward to try it. He said he would like to try it as a pilot project. Treasurer Doe said they had spoken to the Union and personnel and both felt good about it. He said it was his recommendation to move forward. Treasurer Doe said the split position between his office and the OCS still left Clerk Lovejoy Roe without the 20% position she needed. He stated he spoke to Jeff

**CHARTER TOWNSHIP OF YPSILANTI  
MARCH 15, 2011 REGULAR MEETING MINUTES  
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Allen, RSD Director who agreed one of his employees could handle the Township insurance and there was talk about somebody else taking over the FOIA. Treasurer Doe said if these two items were removed from the Clerk's office, Clerk Lovejoy Roe felt no additional help would be needed. He stated he would like to give it six months to see if it would work out and then go from there.

Clerk Lovejoy Roe said she really appreciated Treasurer Doe taking the lead because she and Nancy had been out sick. She stated when reviewing the records, the bid process changed in 2007 and the Clerk's office became responsible for bid receipts, openings and final filing of the bids. She said the other parts of the bid process became the responsibility of the individual departments. She also said the Supervisor's office had offered to do the FOIA requests. Clerk Lovejoy Roe stressed that during a large election, it may be difficult with only three people in the office, so there may be a need to extra people during those times. She further stated if the Township got a \$400,000 cut, it is going to be a whole lot more than losing half of a person.

Supervisor Stumbo stated the next step would be to bring this back on a formal agenda for action.

Clerk Lovejoy Roe stated if it was all right with the Board, they could agree not to fill the position right now and wait and see if the position worked out as presented.

Treasurer Doe said his position was to not fill the position right now and to try the arrangement with Community Standards and the other little pieces and just let it set on the table.

Supervisor Stumbo said it was her understanding, the Union Chief Steward said there had to be a motion to not fill the position. She stated the Board authorized the filling of the position and needed to take action to not fill it at a regular meeting. Supervisor Stumbo said that was what was discussed.

Treasurer Doe stressed that it did not make any difference six months from now if it did not work, the Board would have to take action to fill the position but if that was what the Board wanted to do . . .

Clerk Lovejoy Roe stated if the Board agreed with what Treasurer Doe had laid out, if there was consensus, a motion could be made to not fill the position on a temporary basis and to try these other things.

Supervisor Stumbo said a motion was needed and it would be necessary to notify the people who had applied and tested, She explained it was all in light of the State Shared Revenue issue and for no other reason.

Clerk Lovejoy Roe said it could be brought back to the Board.

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Treasurer Doe responded he had a problem with that because the Board kept stretching it out and the Treasurer office was beginning to work on mortgage input for the summer taxes. He said he needed to get somebody in his office instead of pushing it back. Treasurer Doe stated if he and Mr. Radzik were going to work together, he would like to move forward.

Supervisor Stumbo questioned if the next board meeting would be okay and someone could be brought down temporarily.

Clerk Lovejoy Roe said a motion could be done if everyone agreed.

Trustee Mike Martin said a motion could be made and if it passed, let everybody know this was the status on a six-month trial basis to be revisited in six months.

Treasurer Doe said that sounded great.

Trustee Hall Currie asked if it had to go back to the Union.

Treasurer Doe said the Union understood and had agreed they did not want people hired and then laid-off. He said it was the goal to try to keep everybody working 40 hours and the Union understood the Township did not know what was going to happen with the revenue sharing.

Clerk Lovejoy Roe said a motion could be done and asked if anyone had a problem with doing it now.

Treasurer Doe asked Trustee Mike Martin if he want to make a motion.

**A motion was made by Mike Martin, supported by Treasurer Doe to try the hybrid position as discussed, temporarily, on a six-month trial basis to be revisited in six months to determine if the hybrid position would become permanent or the position would be filled. The motion carried unanimously.**

Supervisor Stumbo stated she wanted to make sure the Union was in concurrence with the position and that the people that applied for the position would be notified.

## **OTHER BUSINESS**

## **AUTHORIZATIONS AND BIDS**

- 1. REQUEST OF RON FULTON, BUILDING DIRECTOR TO SOLICIT PROPOSALS FOR DEMOLITION OF 2404 LAKEVIEW**

**CHARTER TOWNSHIP OF YPSILANTI  
MARCH 15, 2011 REGULAR MEETING MINUTES  
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**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the request to solicit proposals for the demolition of 2404 Lakeview from companies licensed by the State of Michigan for asbestos abatement. The motion carried unanimously.**

**2. REQUEST OF RON FULTON, BUILDING DIRECTOR TO ACCEPT THE LOW BID FROM CITADEL EXCAVATING FOR THE DEMOLITION OF 1353 ROLLING COURT IN THE AMOUNT OF \$9,460, FUNDED BY INSURANCE DOLLARS AND TO AUTHORIZE THE SIGNING OF THE CONTRACT, CONTINGENT UPON ATTORNEY REVIEW**

Clerk Lovejoy Roe stated she received a letter from Ron Fulton, Building Director requesting the Board reject the bids received for the demolition of 1353 Rolling Court. She said there was also a request to approve the solicitation of three written bids for the complete demolition and asbestos removal of the structure and to authorize the three full-time elected officials, along with the Office of Community Standards to select the lowest most qualified proposal.

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to reject the bid from Citadel Excavating for the demolition of 1353 Rolling Court , to approve soliciting three proposals for the complete demolition and asbestos removal of the structure, to authorize the three full-time officials, along with the Office of Community Standards to select the lowest, most qualified proposal and authorized signing of the contract, contingent upon attorney review.**

Ron Fulton, Building Director explained that RFP's were sent to contractors prior to receiving the asbestos survey that showed asbestos in the drywall compound. He stated that neither of the contractors that submitted bids were licensed asbestos abatement contractors.

**The motion carried unanimously.**

**STATEMENTS AND CHECKS**

**A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve Statements and Checks, in the amount of \$408,460.31. The motion carried unanimously.**

**ADJOURNMENT**

**A motion was made by Treasurer Doe, supported by Trustee Mike Martin to adjourn the meeting. The motion carried unanimously.**



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MARCH 15, 2011 REGULAR MEETING MINUTES  
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The meeting adjourned at approximately 7:50 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

OFFICE OF THE TREASURER  
LARRY J. DOE



MONTHLY TREASURER'S REPORT  
FEBRUARY 1, 2011 THROUGH FEBRUARY 28, 2011

Account Name	Beginning Balance	Cash Receipts	Cash Disbursements	Ending Balance
101 - General Fund	4,844,376.86	209,329.86	441,782.65	4,611,924.07
101 - Payroll	89,214.69	672,121.10	682,002.13	79,333.66
101 - Willow Run Escrow	141,195.05	10.84	0.00	141,205.89
206 - Fire Department	2,740,243.02	2,011.20	260,689.37	2,481,564.85
208 - Parks Fund	23,940.76	1.81	362.11	23,580.46
211 - Bicycle Path	34,720.62	2.66	0.00	34,723.28
212 - Roads/Bike Path/Rec/General Fund	572,038.69	180.89	0.00	572,219.58
225 - Environmental Clean-up	443,159.76	33.99	0.00	443,193.75
226 - Environmental Services	3,530,430.72	804.73	23,797.74	3,507,437.71
230 - Recreation	113,035.26	18,315.01	62,330.10	69,020.17
236 - 14-B District Court	61,626.64	85,378.86	88,351.20	58,654.30
244 - Economic Development	67,002.60	5.14	0.00	67,007.74
245 - Public Improvement	421,330.11	32.32	0.00	421,362.43
248 - Rental Inspections	2,295.19	11,295.30	4,535.93	9,054.56
249 - Building Department Fund	247,182.58	12,843.55	16,024.50	244,001.63
250 - LDFA Tax	304.40	0.02	0.00	304.42
252 - Hydro Station Fund	476,542.91	36.08	12,404.89	464,174.10
266 - Law Enforcement Fund	2,165,442.14	395.62	829,190.10	1,336,647.66
280 - State Grants	18,335.36	1.40	0.00	18,336.76
283 - Neighborhood Stabilization	7,278.01	51,367.73	0.00	58,645.74
301 - General Obligation	472,270.84	47.59	0.00	472,318.43
396 - Series "A" Bond Payments	1,608.93	0.12	0.00	1,609.05
397 - Series "B" Cap. Cost of Funds	9,427.44	0.72	0.00	9,428.16
398 - LDFA 2006 Bonds	76,211.65	5.85	0.00	76,217.50
498 - Capital Improvement 2006 Bond Fund	347,187.32	26.59	1,037.50	346,176.41
584 - Green Oaks Golf Course	119,363.39	9.54	18,843.81	100,529.12
590 - Compost Site	1,122,341.14	1,003,543.22	1,009,607.82	1,116,276.54
595 - Motor Pool	428,373.33	32.77	2,653.98	425,752.12
701 - General Tax Collection	4,669.99	3,583.45	650.39	7,603.05
703 - Current Tax Collections	11,105,379.43	6,985,531.75	1,017,949.94	17,072,961.24
707 - Bonds & Escrow/GreenTop	643,275.21	586.36	0.00	643,861.57
708 - Fire Withholding Bonds	129,420.12	0.00	108,189.24	21,230.88
893 - Nuisance Abatement Fund	90,755.31	14,942.93	860.25	104,837.99
ABN AMRO Series "B" Debt Red. Cap.Int.	79,288.74	0.00	0.00	79,288.74
Comerica Series B Bond	2,092.37	0.24	25.00	2,067.61
<b>GRAND TOTAL</b>	<b>30,631,360.58</b>	<b>9,072,479.24</b>	<b>4,581,288.65</b>	<b>35,122,551.17</b>

# ORDINANCE NO. 2011-412

## ***An Ordinance Amending Chapter 66 (Vegetation) Section 31 entitled Grass and Weeds, of the Ypsilanti Township Code of Ordinances***

The Charter Township of Ypsilanti hereby **ordains**

That Section 66-31 of Chapter 66 Vegetation is deleted and replaced by the following:

### **Chapter 66**

### **ARTICLE II. TREES AND OTHER VEGETATION**

#### **Sec. 66-31. Grass and weeds.**

It shall be the duty of all owners of any residential, developed, subdivided or landscaped areas, including vacant properties that adjoin such areas, to cut or destroy any grass, noxious weeds or other vegetation found growing on such land before it reaches an average height of seven inches. In other areas situated within close proximity to an occupied structure and when deemed necessary to protect the health, safety and welfare of citizens, such vegetation may be maintained at an average height of less than ten inches.

The commissioner may designate natural areas where such vegetation may be permitted to grow in excess of ten inches without causing blight, creating a nuisance or compromising the safe and sanitary maintenance of nearby dwellings, commercial and industrial buildings.

Annually, a notice shall be published in a newspaper of general circulation during the month of March indicating that if grass, weeds and other vegetation are not cut or destroyed by June 1 and thereafter maintained according to these standards during the growing season, they may be cut or removed by the township and the costs charged against the property as described in Sec. 66-32.

#### ***Severability Clause***

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

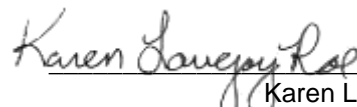
#### ***Publication***

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

#### ***Effective Date***

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2011-412 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on March 15, 2011 after first being introduced at a Regular Meeting held on March 1, 2011. The motion to approve was made by member Roe and seconded by member Currie. Yes: Martin, Currie, Martin, Stumbo, Roe, Doe. NO: None. ABSTAIN: None ABSENT: Eldridge.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# GREEN OAKS GOLF COURSE

## 2011 RATE PROPOSAL

### 2011 RATES

	9 Holes	18 Holes
<b>*Residents</b>		
Weekdays	\$ 15.00	\$ 20.00
Weekends	16.00	23.00
Retirees (weekdays only)	10.00	12.00
Carts	12.00	24.00
Twilight (after 2 p.m. weekends)		18.00
Leagues	16.00	
Retirees	11.00	
 <b>*Non-Residents</b>		
Weekdays	\$ 16.00	\$ 23.00
Weekends	18.00	27.00
Retirees (weekdays only)	11.00	13.00
Carts	12.00	24.00
Twilight (after 2 p.m. weekends)		20.00

### SEASONAL PASSES

	2011 Rates
<b>*Residents</b>	
Full 7 Days	\$ 750.00
Spouse	175.00
Retirees (weekdays only)	450.00
Students with Parents	155.00
 <b>*Non-Resident</b>	
Full 7 Days	\$ 900.00
Spouse	255.00
Retirees (weekdays only)	590.00
Students with Parents	205.00

# TRUSTEE REPORT

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THERE IS NO WRITTEN TRUSTEE REPORT

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



Office of Community Standards

**Building Department**  
7200 S. Huron River Drive  
Ypsilanti, MI 48197  
**(734) 485-3943**  
ytown.org

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## Memorandum

To: Karen Lovejoy Roe, Township Clerk

From: Ron Fulton, Building Director

Date: March 25, 2011

Subject: Request for Circuit Court Authorization  
9681 Landsdowne Lane  
K-11-35-109-084

The Office of Community Standards has been working to abate the blight at the above property located in the Tremont subdivision off of Martz for several months. OCS recently ran out of options and was compelled to seek authorization to proceed to circuit court pursuant to the procedure established by the Board of Trustees for use in exigent circumstances. Accordingly, the full time elected officials granted preliminary authorization and legal work has commenced.

Pursuant with established policy, I respectfully request that you place this item on the next available Board agenda for official confirmation and authorization. I will be in attendance at the meeting to provide further details and answer any questions or concerns.







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



Office of Community Standards

**Building Department**  
7200 S. Huron River Drive  
Ypsilanti, MI 48197  
**(734) 485-3943**  
ytown.org

---

## Memorandum

To: Karen Lovejoy Roe, Township Clerk

From: Ron Fulton, Building Director

Date: March 25, 2011

Subject: Request for Circuit Court Authorization  
1224 E. Clark  
K-11-03-128-006

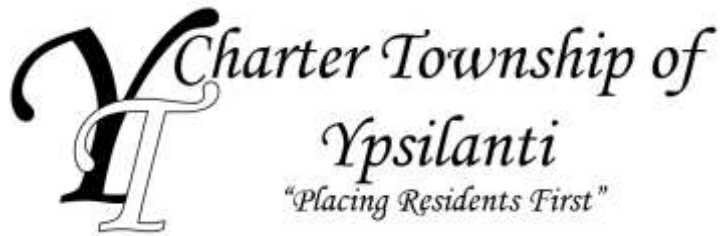
The Office of Community Standards has been working to abate the blight caused by a fire at the above property for several months. OCS recently ran out of options and was compelled to seek authorization to proceed to circuit court pursuant to the procedure established by the Board of Trustees for use in exigent circumstances. Accordingly, the full time elected officials granted preliminary authorization and legal work has commenced.

Pursuant with established policy, I respectfully request that you place this item on the next available Board agenda for official confirmation and authorization. I will be in attendance at the meeting to provide further details and answer any questions or concerns.





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



Office of Community Standards

**Building Department**  
7200 S. Huron River Drive  
Ypsilanti, MI 48197  
**(734) 485-3943**  
ytown.org

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## Memorandum

To: Karen Lovejoy Roe, Township Clerk

From: Ron Fulton, Building Director

Date: March 25, 2011

Subject: Request for Circuit Court Authorization  
7905 Ramblewood  
K-11-21-460-149

The Office of Community Standards was contacted by the Washtenaw County Sheriff's Office on March 22, 2011 seeking assistance in resolving a severe blight case at the above property. Due to the circumstances involved in this investigation, OCS was compelled to seek immediate authorization to proceed to circuit court pursuant to the procedure established by the Board of Trustees for use in exigent circumstances. Accordingly, the full time elected officials granted preliminary authorization and legal work has commenced.

Pursuant with established policy, I respectfully request that you place this item on the next available Board agenda for official confirmation and authorization. I will be in attendance at the meeting to provide further details and answer any questions or concerns.







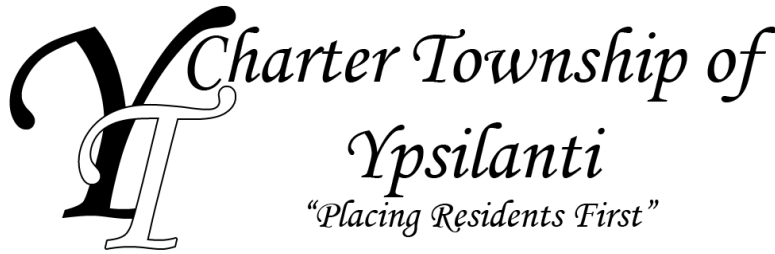
# ATTORNEY REPORT

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GENERAL LEGAL UPDATE



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



**Office of Community  
Standards**

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

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## Memorandum

**To:** Karen Lovejoy Roe, Township Clerk  
**From:** Joe Lawson, Planning Coordinator  
**Date:** March 28, 2011  
**Re:** Creekside Village South – Master Deed Amendment #4

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Please find attached a request from Mr. Greg Windingland of Lombardo homes, requesting the Board of Trustees consider a fourth amendment to the Master Deed and By-Laws associated with the Creekside Village South Planned Development.

In summary, the attached request is proposing to separate Creekside Village South into two separate condominiums as is provided within the State Condominium Act (Act 59 of 1978). Of the 179 units originally approved, 86 of those units would be withdrawn from Creekside Village South and in turn would be known as “The Manor at Creekside”.

On March 3, 2011, the Township Development Team had the opportunity to meet with Lombardo Representative, Mr. Greg Windingland. During this meeting, Mr. Windingland explained the proposal to separate the condominium into the described Creekside South (93 units) and The Manor at Creekside (86 units). Discussion transpired regarding the eventual turnover of utilities and roads and how that process would take place consider the proposed split of the condominium. In this particular case, the Derbyshire Drain traverses the development, delineating a natural split of the property and thus a natural separation of the public infrastructure.

In addition to the infrastructural concerns, the feelings or concerns of the residents of the development were also brought to the attention Mr. Windingland. In turn, Lombardo Homes, under the direction of Mr. Windingland, held a homeowners informational meeting to discuss the proposed split. Though staff has not directly been in contact with any homeowners of the Creekside South Development, it is my understanding that 14 homeowners voluntarily signed a petition of support for the proposed split. A copy of the petition has been included within this report for the Board’s consideration.

With that said, it is the recommendation of staff, that once the Township Attorney has had the opportunity to review the proposed amendment and should said amendment be in proper form per the attorney, the Board approve the requested Amendment #4 to the Creekside Village South Master Deed and By-Laws with the condition that prior to any

home construction within the proposed “Manor at Creekside”, the developer and Township enter into a Development Agreement.



March 25, 2011

Sent via e-mail to:  
[jlawson@ytown.org](mailto:jlawson@ytown.org)  
NO Hard copy to follow

Mr. Joseph Lawson, Planning Coordinator  
Community & Economic Development  
Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

**RE: Creekside Village South – Master Deed Amendment**

Dear Mr. Lawson,

Please accept this letter as a request to appear before the Ypsilanti Township Board of Trustees at their April 5, 2011 regular business meeting for authorization of a revision to the Creekside Village South master deed to withdraw certain land and lots from the condominium.

Time is of the essence in this matter (as will be further explained in this letter), therefore in advance of a short presentation I hope to make to the Board on the 5<sup>th</sup>, I would like to provide additional information to explain and support this request.

Brief History

Approved as a 179-lot site condominium, Creekside Village South was developed by Pulte Homes. In late 2008, Lombardo Homes purchased 122 vacant lots from Pulte, which consisted of the balance of the vacant/unsold lots within the condominium. To date, 61 homes have been sold.

March 25, 2011

Mr. Joseph Lawson, Planning Coordinator

Re: Creekside Village South – Master Deed Amendment

Page 2 of 4

### Lombardo Request

Our request is to withdraw all the land and lots north of the Derbyshire Drain from the condominium, as generally depicted on Figure 1. This would result in the withdrawal of 86 of the current 179 lots, leaving 93 lots in the condo, all of which would be south of the Derbyshire Drain. Attached for your review is the proposed *Fourth Amendment to Master Deed of Creekside Village South*.

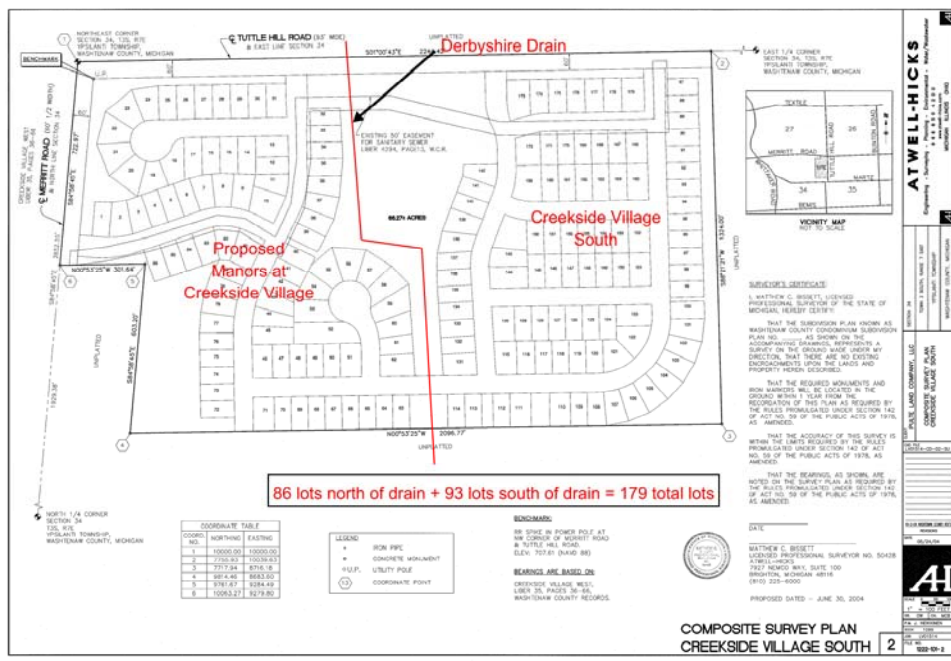


Figure 1 – Proposed Configuration

### Township Informational Meeting

On March 3, 2011, I met with various township officials and staff and presented details on this amendment. Although no commitment was (or could be) made by them at that meeting, there appeared to be favorable support. The biggest concern seemed to be relative to the level of support of the existing residents in Creekside Village South. To address this concern, we invited all residents of Creekside Village South to an informational meeting. That meeting was held on Tuesday, March 23<sup>rd</sup> at the township hall and was attended by approximately 45 residents.

March 25, 2011

Mr. Joseph Lawson, Planning Coordinator

Re: Creekside Village South – Master Deed Amendment

Page 3 of 4

#### Homeowner Informational Meeting

At the informational meeting, we gave residents a very detailed explanation of our desire to withdraw the land and lots north of the Derbyshire Drain, our reasons for doing so and reasons why we believe it would benefit the existing residents. Attached is a print out of the PowerPoint presentation made to the residents. Each resident who attended the meeting was also given a hand out of the presentation and encouraged to attend the April 5<sup>th</sup> Board meeting to ensure information presented to the Board is exactly as was presented to the residents.

#### Lombardo Plans for Withdrawn Land

At this time our only intention is to withdraw the land and lots from the condominium thereby preserving our ability to make changes in the future, in the event such changes are desirable. By recording a new condominium (proposed to be named Manors at Creekside Village) over the area north of the Derbyshire Drain EXACTLY as configured with respect to roads, utilities, lot sizes, lot dimensions, lot numbering, etc., we ensure no changes to the site plan have occurred or can occur without future township approval.

The future of the residential housing market will ultimately determine how we move forward with this land. We may simply re-open the area to sales and marketing as currently approved and configured, or, we may explore the creation of larger lots as we did in nearby Creekside Village East, which has proven successful. We fully understand ANY changes to the site plan or homes to be offered from what is currently approved by the township would require township approval.

#### Multi-Family Housing

The question of converting this land to multi-family housing was of very legitimate concern to the residents at the informational meeting. As we expressed to them at that meeting, **we have no intention whatsoever of requesting multifamily housing of any sort for this area.**

#### Homeowner Support

At the conclusion of the informational meeting, we asked the residents to sign a “Petition of Support” simply acknowledging their support for our proposal. Attached is a copy of the petition signed by 14 of the households represented at the meeting.

#### Time is of the Essence

A time constraint in the Michigan Condominium Act requires any withdrawal of land to occur within 6 years of the initial master deed recording. Based on an initial recording

March 25, 2011

Mr. Joseph Lawson, Planning Coordinator

Re: Creekside Village South – Master Deed Amendment

Page 4 of 4

date of May 4, 2005 (Liber 4475, page 853), our deadline for removing the land is May 3, 2011.

Township Board Approval

We are respectfully requesting the Board pass a resolution granting authorization to withdraw the land. Missing the opportunity to withdraw the land and lots from the condominium could result in a great financial hardship on us and in our future ability to utilize the land.

I look forward to appearing before the Board on April 5<sup>th</sup> and will be prepared to address any questions or concerns they may have.

Thanks again for all your assistance.

Very truly yours,

**Lombardo Homes**

*Gregory L. Windingland*

VP Land Development

Attachments

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

**S.E. MICHIGAN LAND HOLDING LLC**, a Michigan limited liability company (hereinafter referred to as "Developer"), the address of which is 51237 Danview Technology Court, Shelby Township, Michigan 48315, being the developer of Creekside Village South, a residential condominium project located in the Township of Ypsilanti, County of Washtenaw, State of Michigan (the "Condominium Project"), established pursuant to the Master Deed thereof recorded on May 4, 2005 in Liber 4475, Page 853, Washtenaw County Records, as amended by a First Amendment to Master Deed recorded on July 12, 2005 in Liber 4491, Page 580, Washtenaw County Records, as further amended by a Second Amendment to Master Deed recorded on October 11, 2005 in Liber 4513, Page 161, Washtenaw County Records, and as further amended by a Third Amendment to Master Deed recorded on April 23, 2010 in Liber 4786, Page 269, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan No. 483 (the "Master Deed"), hereby amends the Master Deed pursuant to Article VI thereof, having obtained the prior consent of the Township of Ypsilanti as required thereby, for the purpose of withdrawing from the Condominium Project certain land, together with all improvements located thereon or therein, including Units 1 through 86, both inclusive. Upon the recording of this Fourth Amendment to Master Deed (this "Fourth Amendment") in the office of the Washtenaw County Register of Deeds, the Master Deed (including the Condominium Subdivision Plan attached thereto as Exhibit B) will be amended as follows:

1. The following land, together with all improvements located thereon or therein, including Units 1 through 86, both inclusive, is hereby withdrawn from the Condominium Project by this Fourth Amendment:

Land situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan, described as follows:

Commencing at the Northeast corner of Section 34, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence S01°00'43"E 60.33 feet along the East line of said Section 34 and the centerline of Tuttle Hill Road (60-foot 1/2 width); thence N84°58'45"W 60.33 feet parallel with the North line of said Section 34 for a PLACE OF BEGINNING; thence S01°00'43"E 906.16 feet along the West Right-of-Way line of said Tuttle Hill Road; thence S85°33'57"W 604.36 feet; thence S02°45'18"W 209.58 feet; thence S86°08'43"W 645.50 feet; thence

N00°53'25"W 1075.11 feet; thence S84°58'45"E 603.20 feet; thence N00°53'25"W 241.32 feet; thence S84°58'45"E 662.77 feet along the South Right-of-Way line of Merritt Road (60-foot 1/2 width) to the Place of Beginning, containing 28.97 acres of land, more or less, being a part of the Northeast 1/4 of said Section 34.

2. Article II of the Master Deed is hereby amended and restated in its entirety to read as follows:

The land which is subject to the Condominium Project established by this Master Deed is described as follows:

Land situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan, described as follows:

Commencing at the Northeast corner of Section 34, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence S01°00'43"E 956.57 feet along the East line of said Section 34 and the centerline of Tuttle Hill Road (60-foot 1/2 width); thence S85°33'57"W 60.11 feet for a PLACE OF BEGINNING; thence S01°00'43"E 1284.93 feet along the West Right-of-Way line of said Tuttle Hill Road; thence S88°21'21"W 1264.00 feet; thence N00°53'25"W 1021.66 feet; thence N86°08'43"E 645.50 feet; thence N02°45'18"E 209.58 feet; thence N85°33'57"E 604.36 feet to the Place of Beginning, containing 33.29 acres of land, more or less, being a part of the Northeast 1/4 of said Section 34.

3. Notwithstanding the contraction of the Condominium Project by withdrawing 86 Units as described above, the percentages of value assigned to the Units shall be equal and the percentages of value for all Units is 100%.

4. Amended Sheets 1, 2, 4 through 6, both inclusive, 8, 9, 11 and 12 of Replat No. 1 of the Condominium Subdivision Plan of Creekside Village South, as attached hereto, shall replace and supersede Sheets 1 through 12, both inclusive, of the Condominium Subdivision Plan of Creekside Village South as originally recorded, and the originally recorded Sheets 1 through 12, both inclusive, shall be of no further force or effect.

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

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**



Dated this \_\_\_\_\_ day of January, 2011.

**S.E. MICHIGAN LAND HOLDING LLC, a  
Michigan limited liability company**

By: \_\_\_\_\_  
Anthony F. Lombardo  
Its: Manager

STATE OF MICHIGAN     )  
   ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of January, 2011 by Anthony F. Lombardo, the manager of S.E. Michigan Land Holding LLC, a Michigan limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, MI

PREPARED BY AND WHEN RECORDED RETURN TO:

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

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

REPLAT NO. 1 OF  
 WASHTENAW COUNTY CONDOMINIUM  
 SUBDIVISION PLAN NO. 483

EXHIBIT B TO THE AMENDED  
 MASTER DEED OF

# CREEKSIDE VILLAGE SOUTH

A CONDOMINIUM IN THE  
 TOWNSHIP OF YPSILANTI  
 WASHTENAW COUNTY, MICHIGAN

**DEVELOPER**

S.E. MICHIGAN LAND HOLDING LLC  
 51237 DANVIEW TECHNOLOGY COURT  
 SHELBY TOWNSHIP, MI 48315

**ENGINEER AND SURVEYOR**

ATWELL, LLC  
 TWO TOWNE SQUARE, SUITE 700  
 SOUTHFIELD, MI 48076  
 PHONE (248) 447-2000  
 FAX (248) 447-2001

**LEGAL DESCRIPTION**

Land situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan, described as follows:

Commencing at the Northeast corner of Section 34, T35, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence S01°00'43"E 956.57 feet along the East line of said Section 34 and the centerline of Tuttle Hill Road (60-foot 1/2 width); thence S85°33'57"W 80.11 feet to a PLACE OF BEGINNING; thence S01°00'43"E 1284.93 feet along the West Right-of-Way line of said Tuttle Hill Road; thence S88°21'21"W 1264.00 feet; thence N00°53'25"W 1021.66 feet; thence N86°08'43"E 645.50 feet; thence N02°45'18"E 209.58 feet; thence N85°33'57"E 604.36 feet to the Place of Beginning, containing 33.29 acres of land, more or less, being a part of the Northeast 1/4 of said Section 34.

THE ASTERISKS (\*) AS SHOWN IN THE SHEET INDEX INDICATES AMENDED OR NEW SHEETS WHICH ARE REVISED. THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED, DATED JUNE 2004.

THE SQUARE (□) AS SHOWN IN THE SHEET INDEX INDICATES SHEETS WHICH ARE REMOVED.

**SHEET INDEX**

SHEET NO.	DESCRIPTION
* 1	TITLE AND DESCRIPTION
* 2	COMPOSITE SURVEY PLAN
□ 3	SURVEY PLAN
* 4	SURVEY PLAN
* 5	SURVEY PLAN
* 6	SURVEY PLAN DETAILS
□ 7	SITE PLAN
* 8	SITE PLAN
* 9	SITE PLAN
□ 10	UTILITY PLAN
* 11	UTILITY PLAN
* 12	UTILITY PLAN



PROPOSED DATED - DECEMBER 17, 2010

MICHAEL D. EMREE  
 LICENSED PROFESSIONAL SURVEYOR NO. 56860  
 ATWELL, LLC  
 TWO TOWNE SQUARE, SUITE 700  
 SOUTHFIELD, MI 48076  
 (248) 447-2000

**TITLE AND DESCRIPTION  
 CREEKSIDE VILLAGE SOUTH 1**

Land Development & Real Estate  
 Power & Energy  
 Telecommunications  
 Transportation  
 Environmental & Social Issues  
 Water & Natural Resources

**ATWELL**  
 ATWELL, LLC  
 TWO TOWNE SQUARE, SUITE 700  
 SOUTHFIELD, MI 48076



SECTION 34  
 TOWN 3 SOUTH, RANGE 7 EAST  
 YPSILANTI TOWNSHIP  
 WASHTENAW COUNTY, MICHIGAN

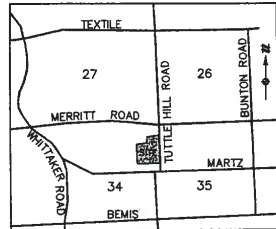
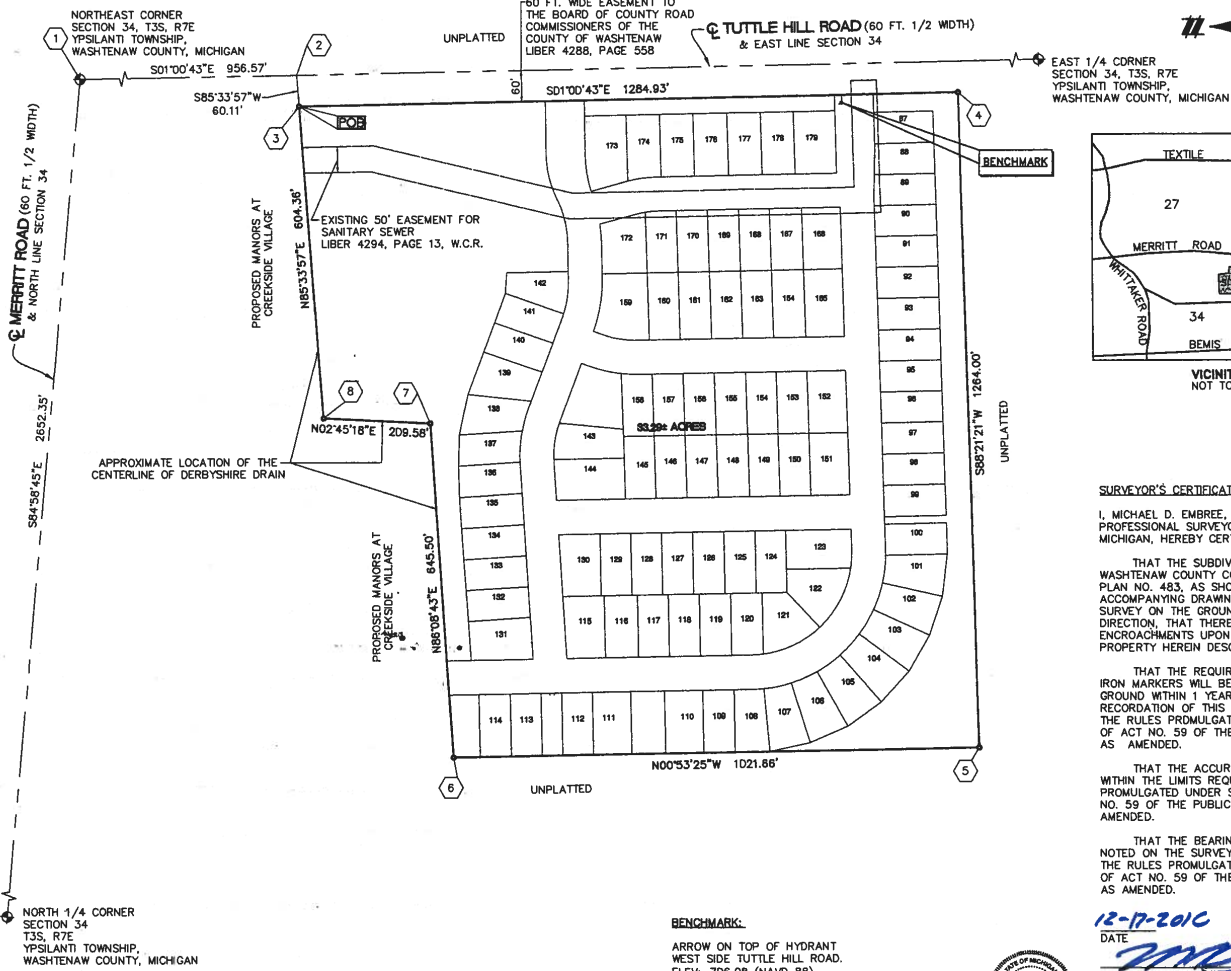
S.E. MICHIGAN LAND HOLDING LLC  
 TITLE AND DESCRIPTION  
 CREEKSIDE VILLAGE SOUTH  
 DATE  
 LVD1514-CD-01-0Y

01-01-08 UPDGE  
 11-09-09 2NDY CORRECTION  
 10-26-09 REVISIONS SHARYL BRYAN  
 11-26-09 REVISIONS SHARYL BRYAN  
 10-26-09 REVISIONS SHARYL BRYAN  
 REVISIONS

DATE  
 05/24/04



DR. CH. CH. MCB  
 P.J. J. HEIKKINEN  
 BOOK 1029  
 JOB LVD1514  
 FILE NO. 1222-101-1



VICINITY MAP NOT TO SCALE

**SURVEYOR'S CERTIFICATE:**

I, MICHAEL D. EMBREE, LICENSED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 483, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND WITHIN 1 YEAR FROM THE RECORDATION OF THIS PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

12-17-2010  
DATE

*[Signature]*  
MICHAEL D. EMBREE  
LICENSED PROFESSIONAL SURVEYOR NO. 56860  
ATWELL, LLC  
TWO TOWNE SQUARE, SUITE 700  
SOUTHFIELD, MI 48076  
(248) 447-2000

PROPOSED DATED - DECEMBER 17, 2010



COORDINATE TABLE		
COORD. NO.	NORTHING	EASTING
1	10000.00	10000.00
2	9043.58	10016.89
3	9038.94	9956.96
4	7754.21	9979.65
5	7717.94	9716.18
6	8739.48	8700.30
7	8782.87	9344.34
8	8892.21	9354.41

LEGEND	
•	IRON PIPE
◉	CONCRETE MONUMENT
◻	HYDRANT
⑬	COORDINATE POINT
PDB	PLACE OF BEGINNING

**BENCHMARK:**  
ARROW ON TOP OF HYDRANT WEST SIDE TUTTLE HILL ROAD. ELEV: 706.08 (NAVD 88)

**BEARINGS ARE BASED ON:**  
CREEKSIDE VILLAGE WEST, LIBER 35, PAGES 36-86, WASHTENAW COUNTY RECORDS.

Lead Development & Real Estate  
Project & Survey  
Telecommunications  
Construction  
Environmental & Social Work  
Water & Natural Resources

**ATWELL**  
www.atwell.com  
OFFICE: 10000 WOODLAND DRIVE, SOUTHFIELD, MI 48076

SECTION 34  
TOWNE SOUTH, MAPS 7 & 8  
YPSILANTI TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN

SECTION 34  
MICHIGAN LAND HOLDING LLC  
COMPOSITE SURVEY PLAN  
CREEKSIDE VILLAGE SOUTH

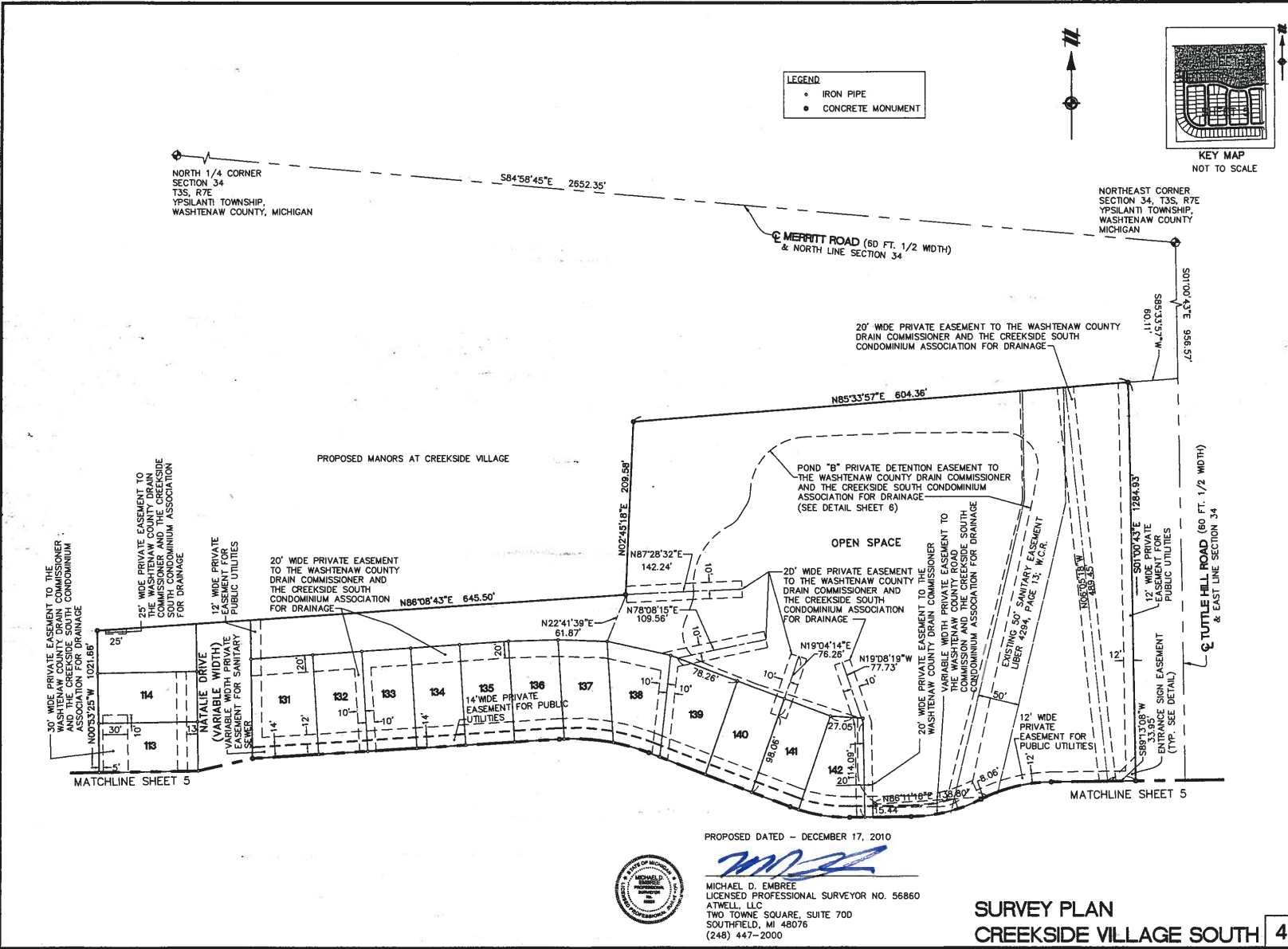
DATE: LV01514-CO-02-SU

05/24/04

**ATWELL**

SCALE 0 50 100  
1" = 100 FEET  
DR. OR. OR. OR. OR.  
P.M. J. HEIKKINEN  
DATE: LV01514  
FILE NO. 222-107-2

**COMPOSITE SURVEY PLAN  
CREEKSIDE VILLAGE SOUTH 2**



Lead Development & Real Estate  
Power & Energy  
Telecommunications  
Manufacturing & Bulk Storage  
Water & Natural Resources



SECTION 34  
TOWNSHIP 34 SOUTH, RANGE 7 EAST  
YPSILANTI TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN

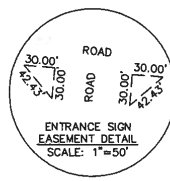
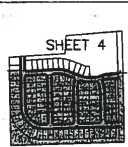
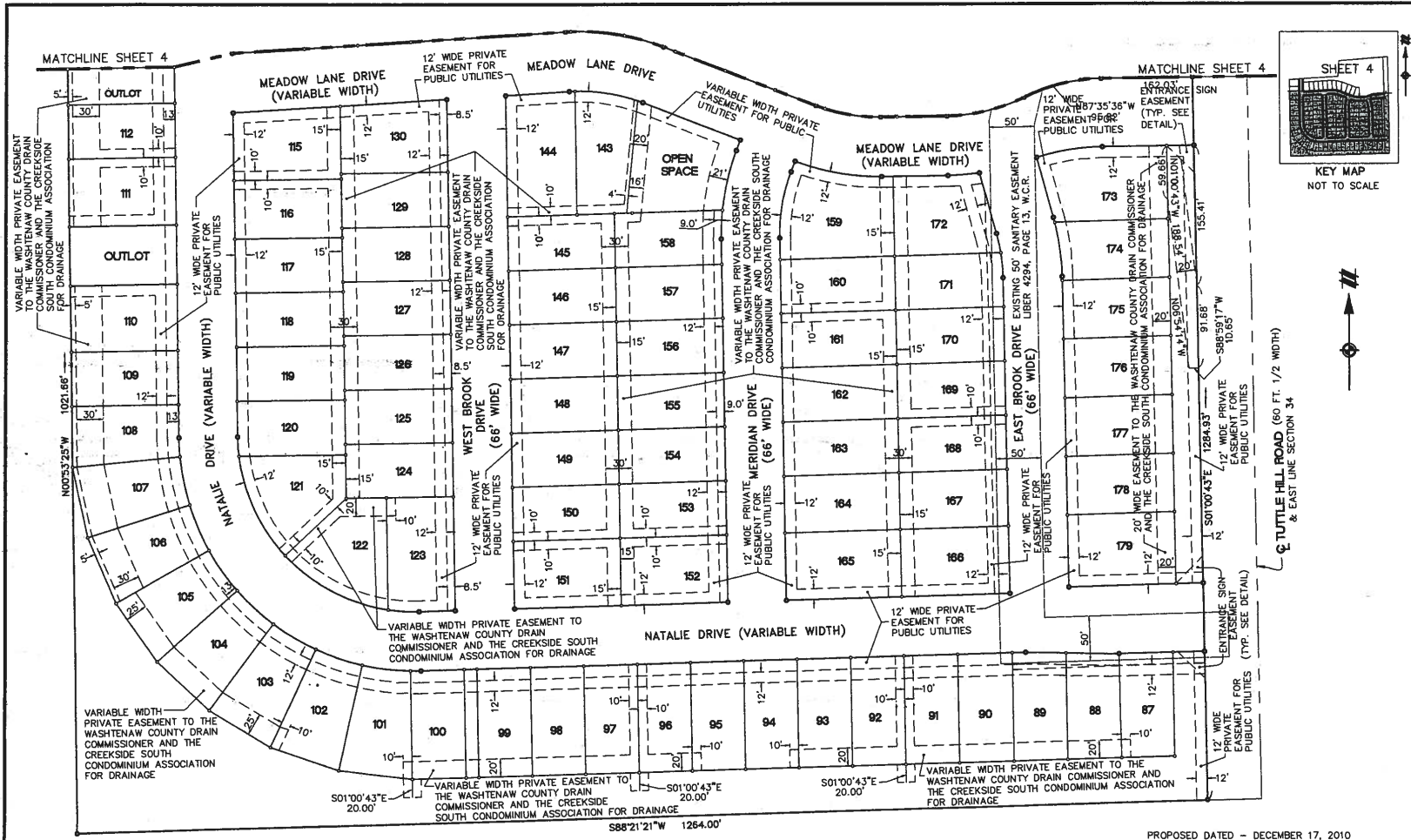
SEE MICHIGAN LAND HOLDING LLC  
SURVEY PLAN  
CREEKSIDE VILLAGE SOUTH

11-01-10 OFFICE  
11-01-10 FIELD COLLECTION  
11-24-10 FIELD COLLECTION  
12-01-10 FIELD COLLECTION  
12-01-10 FIELD COLLECTION

DATE: 05/24/04



SCALE: 1" = 50 FEET  
DR. DW. (DK. MCB)  
PAK. J. HEKOCMEN  
BOOK: 1099  
JOB: 1001014  
FILE NO.: 1222-101-4



- LEGEND**
- IRON PIPE
  - CONCRETE MONUMENT

PROPOSED DATED - DECEMBER 17, 2010



MICHAEL D. EMBREE  
 LICENSED PROFESSIONAL SURVEYOR NO. 56860  
 ATWELL, LLC  
 TWO TOWNE SQUARE, SUITE 700  
 SOUTHFIELD, MI 48076  
 (248) 447-2000

**SURVEY PLAN  
 CREEKSIDE VILLAGE SOUTH 5**

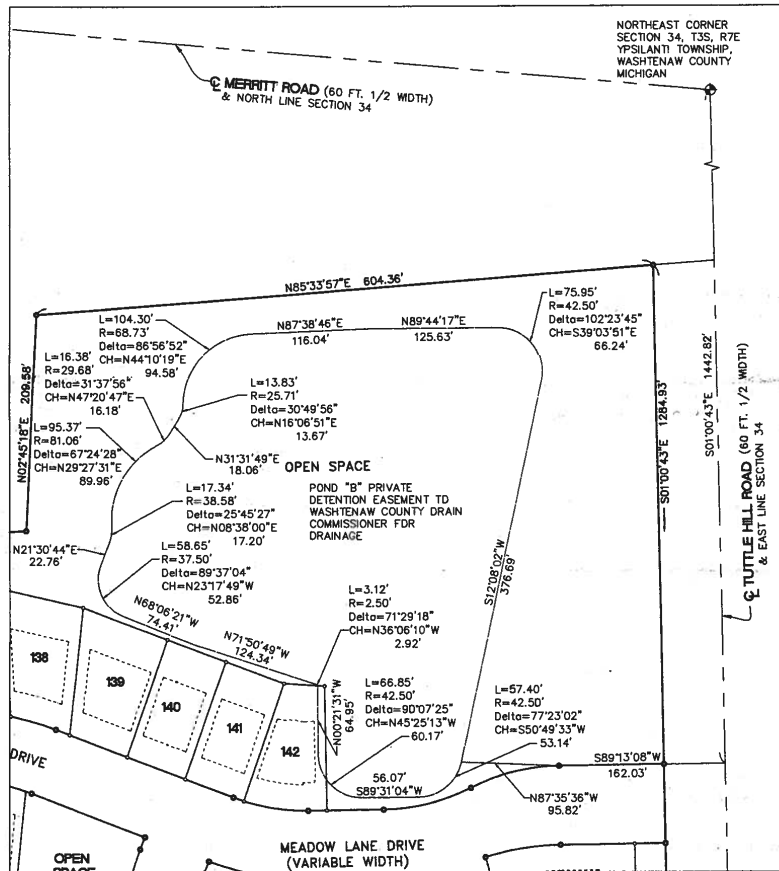
Lead Development & Redesign  
 Permit & Easement  
 Professional Surveying  
 Environmental & Soil Water  
 Wetland & Natural Resources

**ATWELL**

SECTION 34  
 TOWN OF SOUTH RANGE 7 EAST  
 TYPUSANT TOWNSHIP  
 WASHTENAW COUNTY, MICHIGAN

DATE: 05/24/04

SCALE: 1" = 50 FEET  
 DR. CW DK. MCB  
 P.M. J. HERRONEN  
 BOOK 100  
 JOB LV01514  
 FILE NO. 222-101-5



- LEGEND
- IRON PIPE
  - CONCRETE MONUMENT

NOTE:  
SEE SHEET 4 FOR OVERVIEW  
DRAWING OF THIS AREA.



PROPOSED DATED - DECEMBER 17, 2010

*[Signature]*

MICHAEL D. EMBREE  
LICENSED PROFESSIONAL SURVEYOR NO. 56886  
ATWELL, LLC  
TWO TOWNE SQUARE, SUITE 700  
SOUTHFIELD, MI 48076  
(248) 447-2000

SURVEY PLAN DETAILS  
CREEKSIDE VILLAGE SOUTH

6



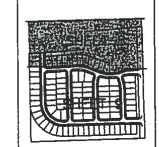
Land Development & Real Estate Power & Energy Telecommunications Transportation Environmental & Solid Waste Water & Natural Resources	
SECTION 34	TOWNSHIP
TOWN 3 SOUTH, RANGE 7 EAST	YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN	
S.E. MICHIGAN LAND HOLDING LLC SURVEY PLAN DETAILS CREEKSIDE VILLAGE SOUTH	
DATE	REVISED
05/24/04	
11-12-10 SPACE 11-12-10 2000 CONTINUED 12-12-10 2000 SURVEY AND 12-12-10 2000 SURVEY AND 12-12-10 2000 SURVEY AND SOURCE	
SCALE	1" = 50 FEET
DL	DL
P.J.	J. HERGENROT
BOOK	1200
JOB	LV01514
FILE NO.	1222-101-6

NORTH 1/4 CORNER  
SECTION 34  
T3S, R7E  
YPSILANTI TOWNSHIP,  
WASHTENAW COUNTY, MICHIGAN

S84°58'45"E 2652.35'

LEGEND

7	UNIT NUMBER
13	COORDINATE POINT
•	CONCRETE MONUMENT
•	IRON PIPE
	GENERAL COMMON ELEMENT
—	LIMITS OF OWNERSHIP



KEY MAP  
NOT TO SCALE

NORTHEAST CORNER  
SECTION 34, T3S, R7E  
YPSILANTI TOWNSHIP,  
WASHTENAW COUNTY,  
MICHIGAN

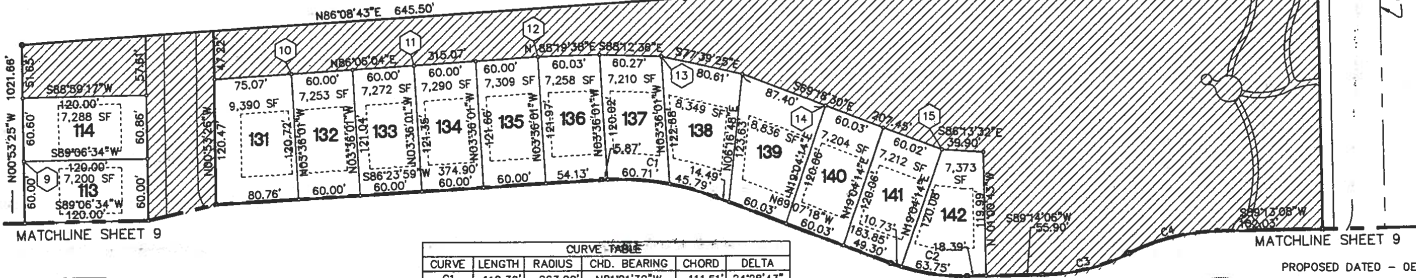
MERRITT ROAD (60 FT. 1/2 WIDTH)  
& NORTH LINE SECTION 34

S0100.43'E 996.57'  
M 80.11'

TUTTLE HILL ROAD (60 FT. 1/2 WIDTH)  
& EAST LINE SECTION 34

PROPOSED MANORS AT CREEKSIDE VILLAGE

DETENTION POND "B"



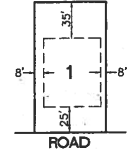
COORDINATE TABLE

COORD. NO.	NORTHING	EASTING
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10	8709.89	8961.76
11	8718.05	9081.49
12	8726.21	9201.21
13	8726.08	9321.45
14	8678.04	9481.99
15	8635.55	9594.27

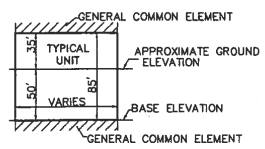
MATCHLINE SHEET 9

MATCHLINE SHEET 9

PROPOSED DATE - DECEMBER 17, 2010



ROAD  
TYPICAL UNIT DETAIL  
NO SCALE



TYPICAL UNIT ELEVATION  
NOT TO SCALE

CURVE TABLE

CURVE	LENGTH	RADIUS	CHD. BEARING	CHORD	DELTA
C1	112.36'	263.00'	N81°21'39"W	111.51'	24°28'43"
C2	74.47'	197.00'	S79°57'05"E	74.03'	21°39'34"
C3	88.23'	197.00'	N76°23'17"E	87.50'	25°39'41"
C4	89.58'	200.00'	S76°23'17"W	88.83'	25°39'41"

NOTES:

- DETENTION POND B AND ROAD IMPROVEMENTS SERVING UNIT 87 THROUGH UNIT 179 MUST BE BUILT. ALL OTHER IMPROVEMENTS SHOWN ON THIS PLAN NEED NOT BE BUILT.
- PER REPLAT NO. 1, UNITS 1 THROUGH 86 HAVE BEEN WITHDRAWN.



MICHAEL D. EMBREE  
LICENSED PROFESSIONAL SURVEYOR NO. 56860  
ATWELL, LLC  
TWO TOWNE SQUARE, SUITE 700  
SOUTHFIELD, MI 48076  
(248) 447-2000

SITE PLAN  
CREEKSIDE VILLAGE SOUTH

8

Land Development & Real Estate  
Power & Energy  
Telecommunications  
Transportation  
Infrastructure & Solid Waste  
Water & Natural Resources

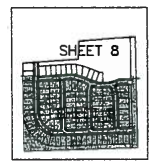
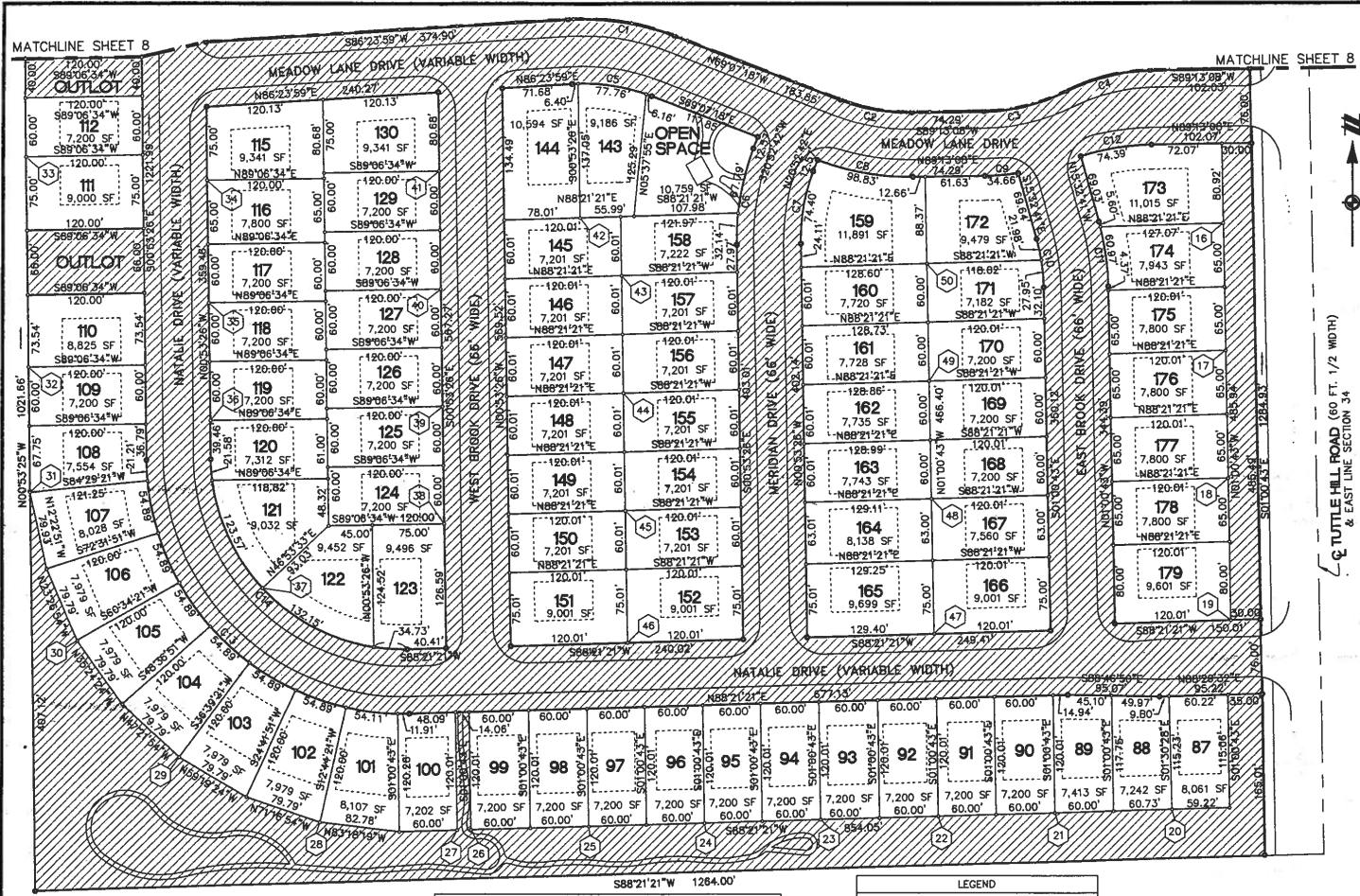
**ATWELL**

SECTION 34  
TOWNSHIP 3 SOUTH, RANGE 7 EAST  
YPSILANTI TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN

SITE PLAN  
CREEKSIDE VILLAGE SOUTH

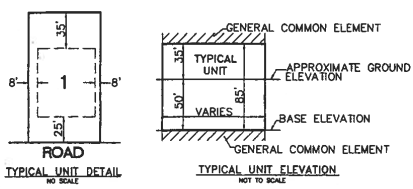
DATE: 05/24/04

SCALE: 1" = 50 FEET  
DR. OR (Ch. MCD)  
PL. J. HEDGECOCK  
BOOK 1293  
JOB LW1514  
FILE NO. 1222-101-8



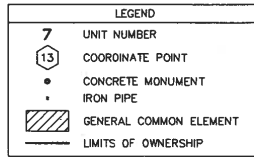
COORDINATE TABLE

COORD. NO.	NORTHING	EASTING
16	8399.28	9938.25
17	8269.29	9940.55
18	8139.31	9942.85
19	7994.32	9945.41
20	7801.50	9884.59
21	7798.04	9763.91
22	7794.59	9643.95
23	7791.15	9524.00
24	7787.71	9404.04
25	7784.26	9284.08
26	7780.82	9164.12
27	7780.42	9150.06
28	7788.34	9007.87
29	7854.66	8863.67
30	7973.74	8758.74
31	8125.01	8709.85
32	8252.75	8707.87
33	8467.26	8704.53
34	8443.28	8680.93
35	8318.29	8692.97
36	8198.31	8694.74
37	8027.29	8648.50
38	8092.73	8136.41
39	8212.72	8134.54
40	8332.70	8132.68
41	8452.69	8130.81
42	8405.23	8275.57
43	8346.48	8318.49
44	8226.49	8320.35
45	8106.49	8322.22
46	7971.49	8324.31
47	7960.54	8639.61
48	8118.53	8637.17
49	8238.52	8635.05
50	8356.51	8632.93



CURVE TABLE

CURVE	LENGTH	RADIUS	CHD. BEARING	CHORD	DELTA
C1	112.36	263.00	N81°21'39"W	111.51	24°28'43"
C2	74.47	197.00	S79°57'05"E	74.03	21°39'34"
C3	88.23	197.00	N78°21'17"E	87.60	25°39'41"
C4	89.58	200.00	S76°23'17"W	88.83	25°39'41"
C5	84.16	197.00	N81°21'39"W	83.53	24°28'43"
C6	99.92	263.00	S09°59'38"W	99.32	21°46'08"
C7	74.85	197.00	S09°59'38"W	74.40	21°46'08"
C8	99.42	263.00	S79°57'05"E	98.83	21°39'34"
C9	34.68	263.00	N85°26'28"E	34.66	7°33'19"
C10	49.97	197.00	N08°16'42"W	49.83	14°31'58"
C11	66.71	263.00	N08°16'42"W	66.53	14°31'58"
C12	74.65	260.00	S80°59'37"W	74.39	16°27'02"
C13	416.58	263.00	S48°16'02"E	374.38	80°45'14"
C14	312.04	197.00	S48°16'02"E	280.43	90°45'14"



NOTES:

- DETENTION POND B AND ROAD IMPROVEMENTS SERVING UNIT 87 THROUGH UNIT 179 MUST BE BUILT. ALL OTHER IMPROVEMENTS SHOWN ON THIS PLAN NEED NOT BE BUILT.
- PER REPLAT NO. 1, UNITS 1 THROUGH 86 HAVE BEEN WITHDRAWN.



PROPOSED DATED - DECEMBER 17, 2010

MICHAEL D. EMBREE  
 LICENSED PROFESSIONAL SURVEYOR NO. 56860  
 ATWELL, LLC  
 TWO TOWNE SQUARE, SUITE 700  
 SOUTHFIELD, MI 48076  
 (248) 447-2000

**SITE PLAN**  
**CREEKSIDE VILLAGE SOUTH**

Atwell Development & Real Estate  
 Power & Energy  
 Telecommunications  
 Infrastructure & Transportation  
 Construction  
 Office & Retail  
 Water & Natural Resources

**ATWELL**

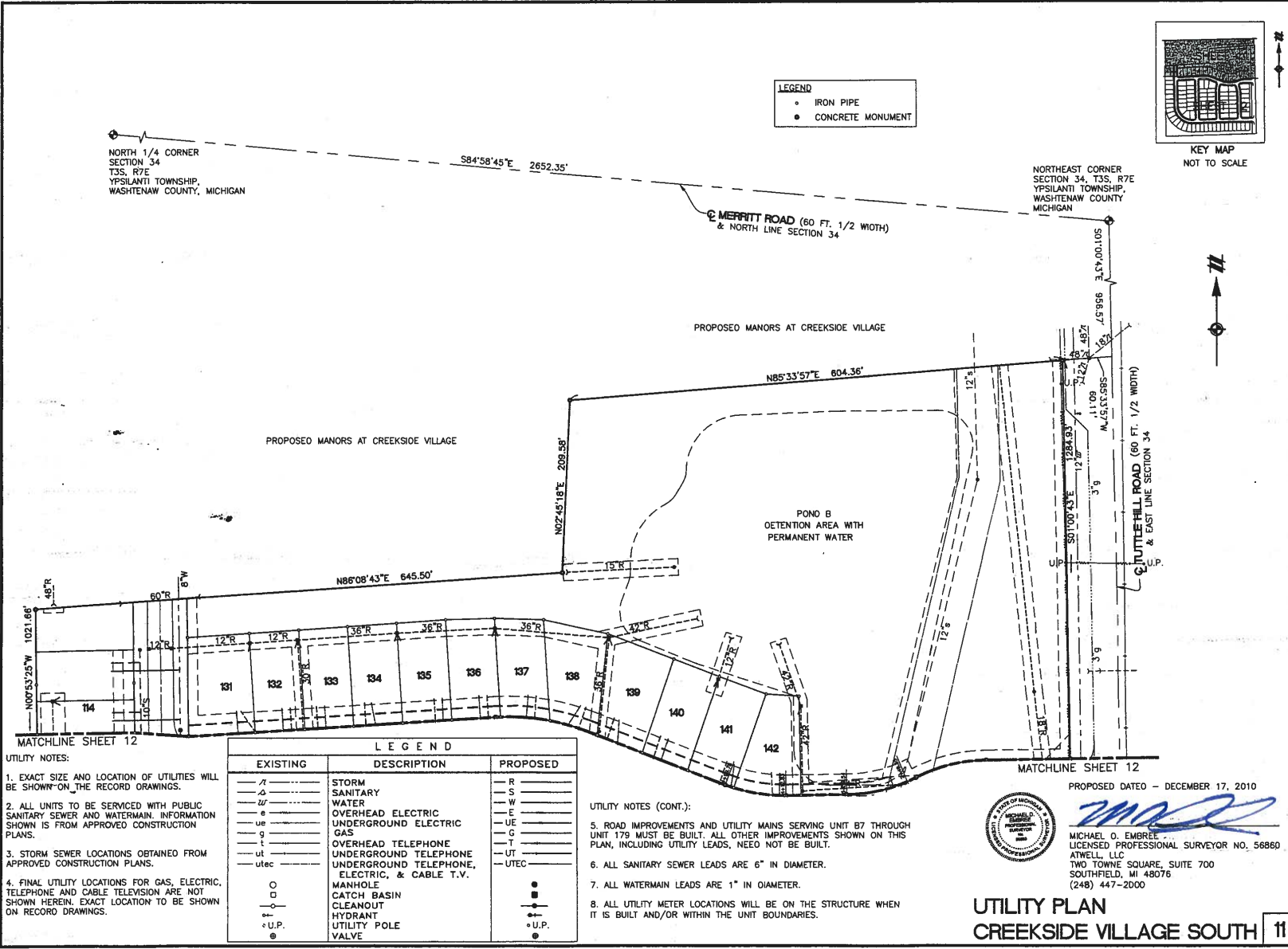
SECTION 34  
 TOWN OF SOUTH FIELDS 700'  
 YPSILANTI TOWNSHIP  
 WASHINGTON COUNTY, MICHIGAN

**SITE PLAN**  
**CREEKSIDE VILLAGE SOUTH**

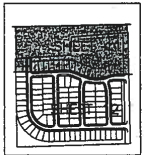
DATE: 12/17/10  
 DRAWN BY: MDC

SCALE: 1" = 50 FEET  
 P.L.M. J. HEIKKINEN  
 BOOK: 1099  
 FILE NO: 1222-101-9





**LEGEND**  
 ○ IRON PIPE  
 ● CONCRETE MONUMENT



NORTH 1/4 CORNER  
 SECTION 34  
 T35, R7E  
 YPSILANTI TOWNSHIP,  
 WASHTENAW COUNTY, MICHIGAN

NORTHEAST CORNER  
 SECTION 34, T35, R7E  
 YPSILANTI TOWNSHIP,  
 WASHTENAW COUNTY,  
 MICHIGAN

MERRITT ROAD (60 FT. 1/2 WIDTH)  
 & NORTH LINE SECTION 34

PROPOSED MANORS AT CREEKSIDE VILLAGE

PROPOSED MANORS AT CREEKSIDE VILLAGE

POND B  
 DETENTION AREA WITH  
 PERMANENT WATER

JUTTLEHILL ROAD (60 FT. 1/2 WIDTH)  
 & EAST LINE SECTION 34

- MATCHLINE SHEET 12**
- UTILITY NOTES:**
- EXACT SIZE AND LOCATION OF UTILITIES WILL BE SHOWN ON THE RECORD DRAWINGS.
  - ALL UNITS TO BE SERVICED WITH PUBLIC SANITARY SEWER AND WATERMAIN. INFORMATION SHOWN IS FROM APPROVED CONSTRUCTION PLANS.
  - STORM SEWER LOCATIONS OBTAINED FROM APPROVED CONSTRUCTION PLANS.
  - FINAL UTILITY LOCATIONS FOR GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION ARE NOT SHOWN HEREIN. EXACT LOCATION TO BE SHOWN ON RECORD DRAWINGS.

LEGEND		
EXISTING	DESCRIPTION	PROPOSED
-/	STORM	-R
-S	SANITARY	-S
-W	WATER	-W
-e	OVERHEAD ELECTRIC	-E
-ue	UNDERGROUND ELECTRIC	-UE
-g	GAS	-G
-t	OVERHEAD TELEPHONE	-T
-ut	UNDERGROUND TELEPHONE	-UT
-utec	UNDERGROUND TELEPHONE, ELECTRIC, & CABLE T.V.	-UTEC
○	MANHOLE	●
□	CATCH BASIN	■
—○—	CLEANOUT	—●—
—○—	HYDRANT	—●—
○ U.P.	UTILITY POLE	○ U.P.
●	VALVE	●

- UTILITY NOTES (CONT.):**
- ROAD IMPROVEMENTS AND UTILITY MAINS SERVING UNIT B7 THROUGH UNIT 179 MUST BE BUILT. ALL OTHER IMPROVEMENTS SHOWN ON THIS PLAN, INCLUDING UTILITY LEADS, NEED NOT BE BUILT.
  - ALL SANITARY SEWER LEADS ARE 6" IN DIAMETER.
  - ALL WATERMAIN LEADS ARE 1" IN DIAMETER.
  - ALL UTILITY METER LOCATIONS WILL BE ON THE STRUCTURE WHEN IT IS BUILT AND/OR WITHIN THE UNIT BOUNDARIES.



PROPOSED DATE - DECEMBER 17, 2010

*Michael O. Embree*  
 MICHAEL O. EMBREE  
 LICENSED PROFESSIONAL SURVEYOR NO. 56886  
 ATWELL, LLC  
 TWO TOWNE SQUARE, SUITE 700  
 SOUTHFIELD, MI 48076  
 (248) 447-2000

**UTILITY PLAN  
 CREEKSIDE VILLAGE SOUTH 11**

Land Development & Real Estate  
 Power & Energy  
 Transportation  
 Environmental & Solid Waste  
 Water & Natural Resources

**ATWELL**  
 OFFICE IN SOUTH FIELD, MICHIGAN

SECTION 34  
 TOWNSHIP 3 SOUTH, RANGE 7 EAST  
 YPSILANTI TOWNSHIP  
 WASHTENAW COUNTY, MICHIGAN

SE. MICHIGAN LAND HOLDING LLC  
 UTILITY PLAN  
 CREEKSIDE VILLAGE SOUTH

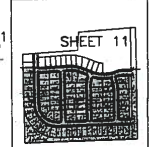
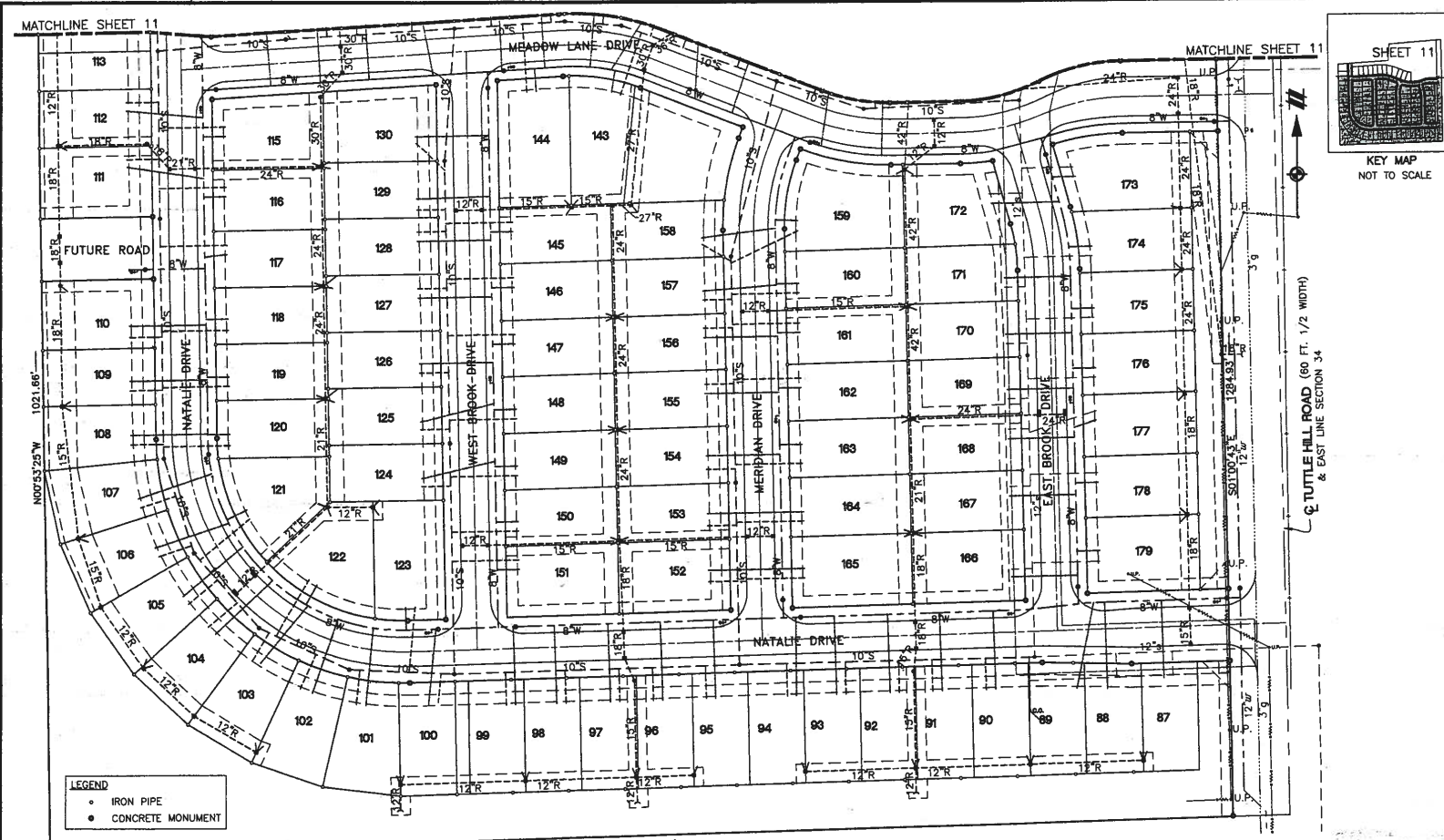
DATE: 05/24/04

SCALE: 1" = 50 FEET  
 1" = 50 FEET  
 1" = 50 FEET  
 1" = 50 FEET

P.J. J. HERKOVEN  
 BOOK 109  
 JOB LV01514  
 FILE NO. 1222-101-11

MATCHLINE SHEET 11

MATCHLINE SHEET 11



KEY MAP  
NOT TO SCALE

- LEGEND**
- IRON PIPE
  - CONCRETE MONUMENT

**UTILITY NOTES:**

1. EXACT SIZE AND LOCATION OF UTILITIES WILL BE SHOWN ON THE RECORD DRAWINGS.
2. ALL UNITS TO BE SERVICED WITH PUBLIC SANITARY SEWER AND WATERMAIN. INFORMATION SHOWN IS FROM APPROVED CONSTRUCTION PLANS.
3. STORM SEWER LOCATIONS OBTAINED FROM APPROVED CONSTRUCTION PLANS.
4. FINAL UTILITY LOCATIONS FOR GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION ARE NOT SHOWN HEREIN. EXACT LOCATION TO BE SHOWN ON RECORD DRAWINGS.

**UTILITY NOTES (CONT.):**

5. ROAD IMPROVEMENTS AND UTILITY MAINS SERVING UNIT 87 THROUGH UNIT 179 MUST BE BUILT. ALL OTHER IMPROVEMENTS SHOWN ON THIS PLAN, INCLUDING UTILITY LEADS, NEED NOT BE BUILT.
6. ALL SANITARY SEWER LEADS ARE 6" IN DIAMETER.
7. ALL WATERMAIN LEADS ARE 1" IN DIAMETER.
8. ALL UTILITY METER LOCATIONS WILL BE ON THE STRUCTURE WHEN IT IS BUILT AND/OR WITHIN THE UNIT BOUNDARIES.

588°21'21"W 1264.00'

EXISTING	DESCRIPTION	PROPOSED
-r	STORM	-R
-s	SANITARY	-S
-w	WATER	-W
-e	OVERHEAD ELECTRIC	-E
-ue	UNDERGROUND ELECTRIC	-UE
-g	GAS	-G
-t	OVERHEAD TELEPHONE	-T
-ut	UNDERGROUND TELEPHONE	-UT
-utec	UNDERGROUND TELEPHONE, ELECTRIC, & CABLE T.V.	-UTEC
○	MANHOLE	●
○	CATCH BASIN	●
○	CLEANOUT	●
○	HYDRANT	●
○	UTILITY POLE	○ U.P.
●	VALVE	●



PROPOSED DATED - DECEMBER 17, 2010

*Michael O. Embree*  
MICHAEL O. EMBREE  
LICENSED PROFESSIONAL SURVEYOR NO. 56880  
ATWELL, LLC  
TWO TOWNE SQUARE, SUITE 700  
SOUTHFIELD, MI 48076  
(248) 447-2000

**UTILITY PLAN  
CREEKSIDE VILLAGE SOUTH 12**

Land Development & Real Estate  
Power & Energy  
Transportation  
Infrastructure & Transportation  
Environmental & Social Waste  
Water & Natural Resources

**ATWELL**  
SERVICES IN MICHIGAN, OHIO, AND ILLINOIS

SECTION 34  
TOWNSHIP 3 SOUTH, RANGE 7 EAST  
TIPPECANOE TOWNSHIP  
WASHINGTON COUNTY, MICHIGAN

UTILITY PLAN  
CREEKSIDE VILLAGE SOUTH

PROJECT NO. LV01514-CO-02-U

DATE: 05/24/04

SCALE: 1" = 50 FEET  
DRAWN BY: J. HERRICK  
CHECKED BY: J. HERRICK  
JOB NO: LV01514  
FILE NO: 1222-101-12

# Welcome



Informational Presentation to:  
Creekside Village South Co-Owners  
March 23, 2011 – 7:00 PM

# Agenda

- Introductions
  - Why are we here?
  - Creekside Village South – today...
  - Lombardo's plan
  - Approval process
  - My goal – Be here in 15 minutes or less.
  - Questions, Concerns, Comments
  - Request support of Co-Owners
- 
- Community Pool info - currently only open to other Creekside communities

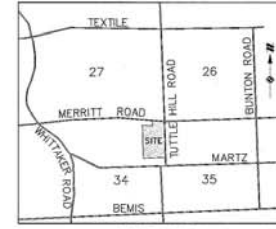
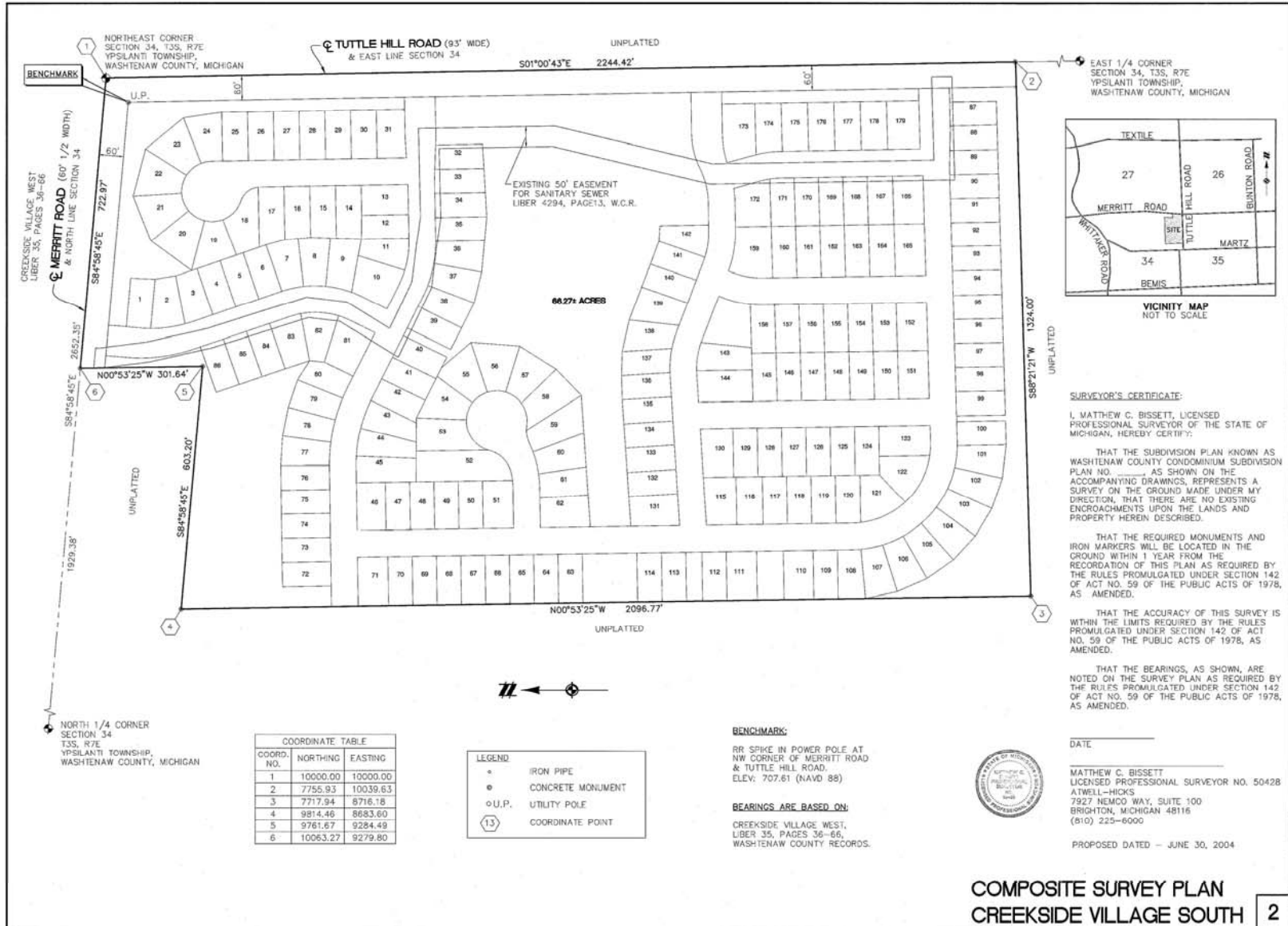
# Introductions

- Lombardo Homes
  - Greg Windingland – Land Development
- Casa Bella Property Management, Inc.
  - Andy Kaczmarczyk
  - Mike Kaczmarczyk

# Why Are We Here?

- Discuss our proposed changes
- Discuss why we believe they are necessary
- Discuss why we think they make sense for the existing CVS co-owners.
- Discuss approval process
- Answer your questions
- Ask for your support

# Creekside Village South 179 Lots



**SURVEYOR'S CERTIFICATE:**

I, MATTHEW C. BISSETT, LICENSED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS WASHTEHAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. \_\_\_\_\_ AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND WITHIN 1 YEAR FROM THE RECORDATION OF THIS PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

**BENCHMARK:**  
RR SPIKE IN POWER POLE AT NW CORNER OF MERRITT ROAD & TUTTLE HILL ROAD.  
ELEV: 707.61 (NAVD 88)

**BEARINGS ARE BASED ON:**  
CREEKSIDE VILLAGE WEST, LIBER 35, PAGES 36-66, WASHTEHAW COUNTY RECORDS.

DATE \_\_\_\_\_

MATTHEW C. BISSETT  
LICENSED PROFESSIONAL SURVEYOR NO. 50428  
ATWELL-HICKS  
7927 NEMCO WAY, SUITE 100  
BRIGHTON, MICHIGAN 48116  
(810) 225-6000

PROPOSED DATED - JUNE 30, 2004



**ATWELL-HICKS**  
Engineering - Surveying - Environmental - Water/Wastewater  
P.C. # 0 3 0 4 2 0  
MICHIGAN ILLINOIS OHIO

SECTION 34  
TOWN 3 SOUTH, RANGE 7 EAST  
YPSILANTI TOWNSHIP  
WASHTEHAW COUNTY, MICHIGAN

**PULTE LAND COMPANY, LLC**  
COMPOSITE SURVEY PLAN  
CREEKSIDE VILLAGE SOUTH

DATE: 05/24/04

SCALE: 1" = 100 FEET  
DRAWN BY: J. HERRONEN  
BOOK: 1099  
JOB NO: LW1514  
FILE NO: 1222-101-2

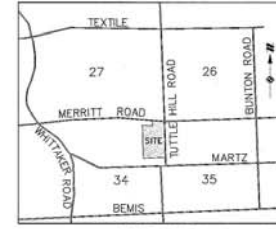
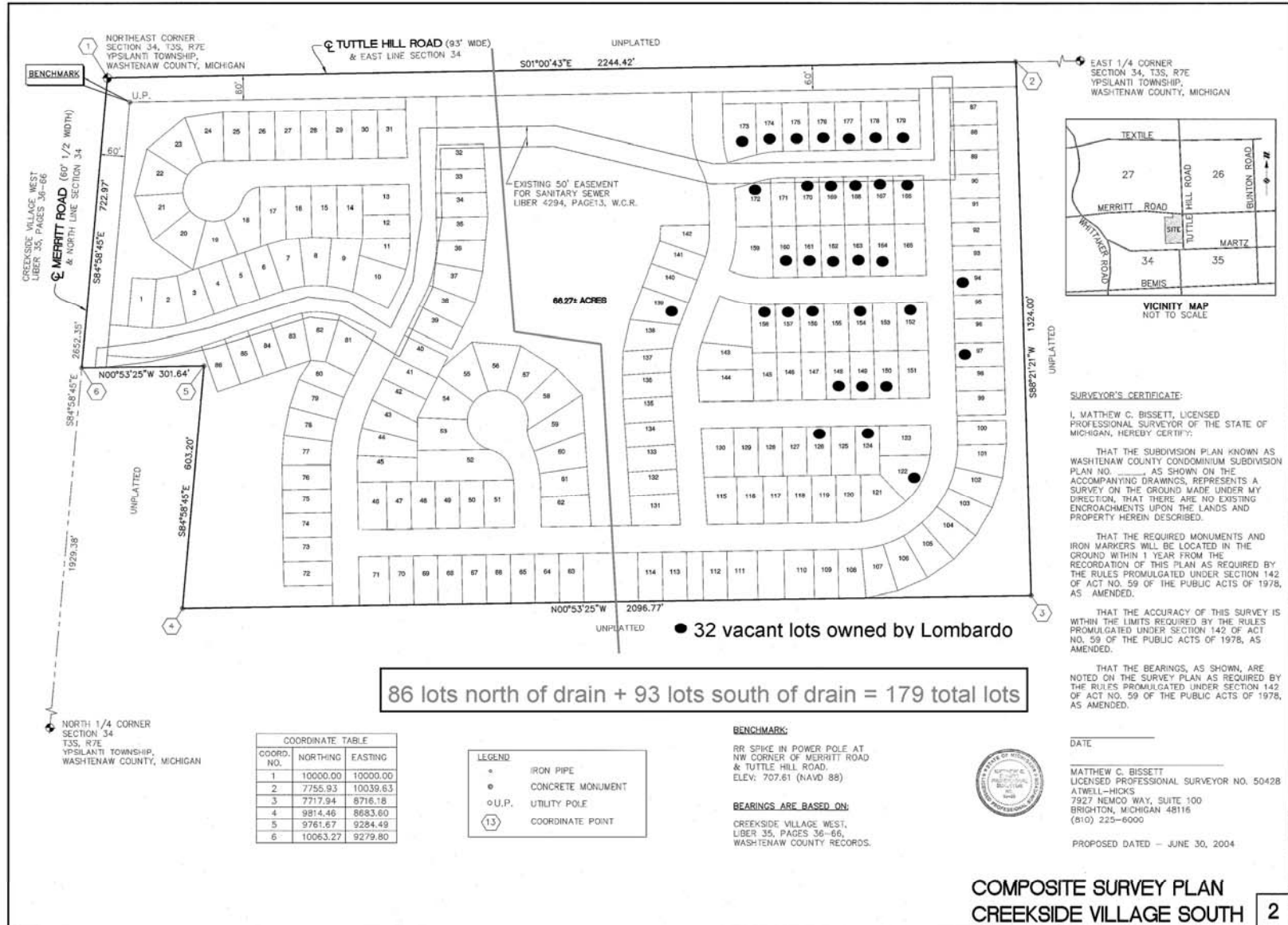
**COMPOSITE SURVEY PLAN**  
**CREEKSIDE VILLAGE SOUTH** 2

# Creekside Village South – Today...

- Area south of Derbyshire Drain (93 of 179 lots)
  - All infrastructure improvements installed
  - Streets completed and dedicated to WCRC
  - 61 homes sold or under construction
  - 32 vacant / unsold lots owned by Lombardo
- Area north of Derbyshire Drain (86 of 179 lots)
  - All infrastructure improvements installed
  - Streets completed and dedicated to WCRC
  - 0 homes sold or under construction
- Almost seems like two separate sites...



# Creekside Village South



86 lots north of drain + 93 lots south of drain = 179 total lots

● 32 vacant lots owned by Lombardo

**ATWELL-HICKS**  
Engineering - Surveying - Environmental - Water/Wastewater  
P.O. BOX 420  
MICHIGAN ILLINOIS OHIO

**PLUTE LAND COMPANY, LLC**  
COMPOSITE SURVEY PLAN  
CREEKSIDE VILLAGE SOUTH

**SECTION 34**  
TOWN 3 SOUTH, RANGE 7 EAST  
YPSILANTI TOWNSHIP  
WASHTEENAW COUNTY, MICHIGAN

**DATE:** 05/24/04

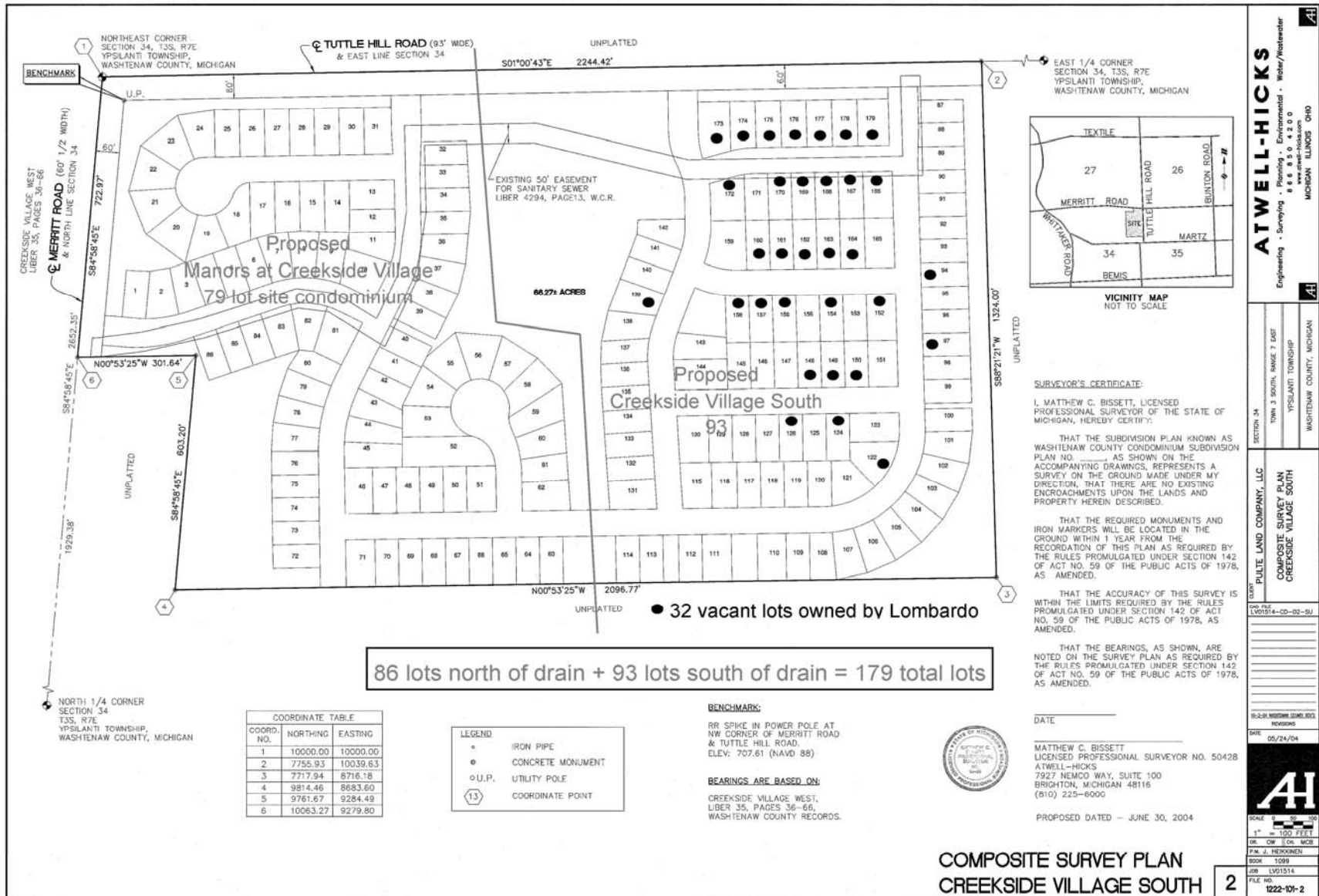
**SCALE:** 1" = 100 FEET

**BOOK:** 1099  
**FILE NO.:** LWO1514  
**FILE NO.:** 1222-101-2



**COMPOSITE SURVEY PLAN**  
**CREEKSIDE VILLAGE SOUTH**

# Lombardo Proposal : 2 Condos



**ATWELL-HICKS**  
Engineering - Surveying - Environmental - Water/Wastewater  
P.O. Box 420  
MORRIS ILLINOIS 61054

SECTION 34  
TOWN 3 SOUTH, RANGE 7 EAST  
YPSILANTI TOWNSHIP  
WASHTEWAW COUNTY, MICHIGAN

PULTE LAND COMPANY, LLC  
COMPOSITE SURVEY PLAN  
CREEKSIDE VILLAGE SOUTH

DATE: 05/24/04

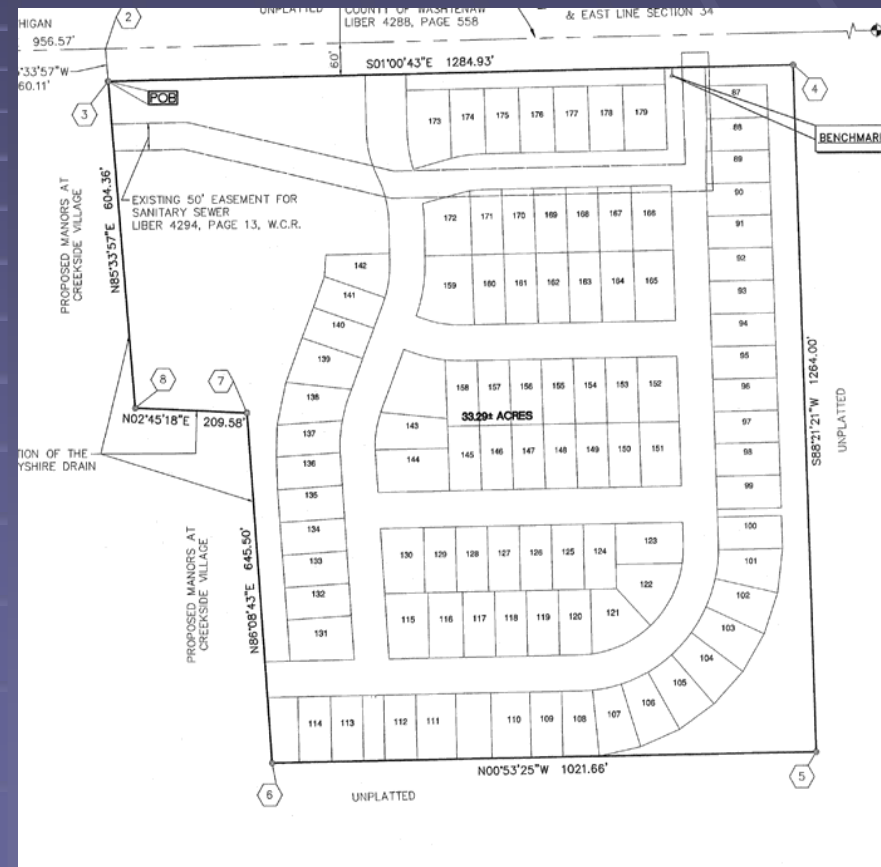
**A**

SCALE: 1" = 100 FEET  
DRAWN BY: J. HERRONEN  
BOOK: 1099  
JOB NO: LW1514  
FILE NO: 1222-101-2

# Lombardo Proposal : 2 Condos

## Manors at Creekside Village

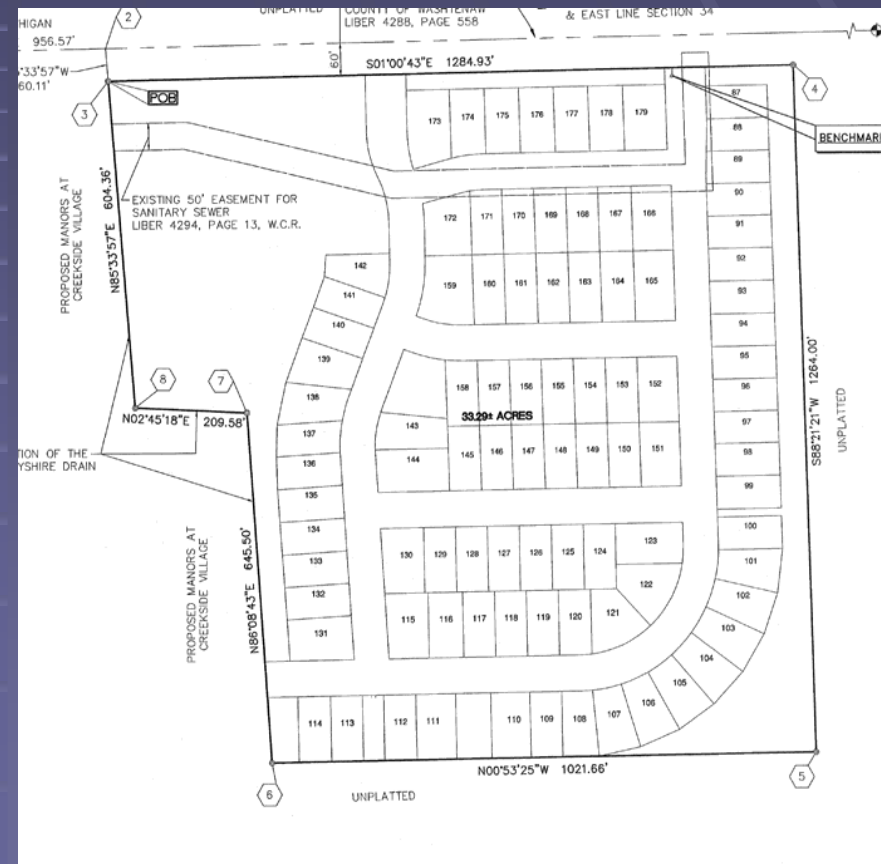
## Creekside Village South



# Lombardo Proposal : 2 Condos

## Creekside Village South

- 93 lots
- Public streets with two entrances
- Public W/S
- Non-shared storm water basin
- 66% complete (61/93)
- Transition control of Association to co-owners
- Continue to market and sell



# Lombardo Proposal : 2 Condos

## Manors at Creekside Village



- 86 lots
- Public streets with two entrances
- Public W/S
- Non-shared storm water basin
- 0% complete
- Put on hold for sales and marketing
- POTENTIAL OTHER USES – WHAT???

# Potential Other Uses

- At this time, we have no intention to do anything but pull land from CVS and hold off on sales and marketing.
- May re-open with same/similar product as existing CVS
- May revise to include larger lots as we did at CV East
- **ANY CHANGES WOULD REQUIRE APPROVAL OF TOWNSHIP AND A PUBLIC HEARING.**

# What's in it for Lombardo?

- With current sales pace, there will not be a need for homes north of the drain for 2+ years.
- Removing land from CV South protects our interest in the area north of the drain and our ability to make future changes.
- Must be removed from condo no later than May 4, 2011 (6 years after initial recording of 5/4/05)
- Recording new master deed (Manors at CV) keeps a vested interest in all approvals.

# How Does it Benefit Existing Owners in CV South?

- Moves completion percentage from 34% (61/179) to 66% (61/93)
- Allows transition of Association control to co-owners within 30-60 days
  - Elect your own board (Lombardo would still have a board member, but co-owner board members would control)
  - Create your own budget
  - Manage your own association
  - Decide how much or how little is allocated to entrances, open spaces, etc.



# Are There Any Other Benefits?

- **YES!** – By pulling the lots out of CV South, lenders will look much more favorably on providing loans (new and resale) as the community will be seen as stronger and more stable.
- The same perception will be seen from customers (new and resale) when they don't see the large vacant area as a yet to be completed portion of the community.

# What is the Approval Process?

- Township approval is required
  - Met with them on March 3<sup>rd</sup> and discussed same info as we are sharing with you tonight
  - Scheduled for Township Board action on Tuesday, April 5 at 6:30 PM. (alternate dates are April 19 or May 3)
  - Open meeting; your attendance is encouraged
- Approval of co-owners is NOT required
  - Tonight's meeting is intended to provide you info and ask for your support.

# Who Pays the Cost of This???

- LOMBARDO HOMES pays 100% of the costs associated with this revision
- Co-owners and/or the Association are NOT responsible for any costs associated with this revision.
- Once revision is recorded, an electronic copy will be provided to Casa Bella.

My goal was to be here within  
15 minutes.

- How did we do on time?



# Questions?

I'll stay as late as you want, but...

- 8:00 – American Idol
- 9:00 – Get home in time to catch the Second and Third Period

Canucks

vs.

Wings



- 10:00 – Law & Order SVU

# Your Support is Requested

- Township approval is required
- Co-owner support is requested
  - Sign a petition that will be presented to the Township Board of Trustees
  - Attend the Board meeting (April 5<sup>th</sup>)
  - Call or e-mail a Board Member
    - 734-484-4700
    - [www.ytown.org](http://www.ytown.org)

Petition of Support

March 23, 2011

Ypsilanti Township Board of Trustees  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

Re: Support for Withdrawal of Land and Lots from Creekside Village South  
Condominium – Washtenaw County Subdivision Plan N. 483.

Dear Board Members,

The undersigned co-owners of Creekside Village South hereby express our support for the plan presented by S.E. Land Holding LLC (Lombardo Homes) to withdraw 86 lots (Units 1-86) and the approximate 29 acres of land from the Creekside Village South Condominium. The area to be withdrawn is located north of the Derbyshire Drain.

Co-Owner Info	Address
Signed _____ Printed Name _____	
Signed _____ Printed Name _____	
Signed _____ Printed Name _____	
Signed _____ Printed Name _____	
Signed _____ Printed Name _____	
Signed _____ Printed Name _____	
Signed _____ Printed Name _____	
Signed _____ Printed Name _____	
Signed _____ Printed Name _____	
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Signed _____ Printed Name _____	
Signed _____ Printed Name _____	
Signed _____ Printed Name _____	
Signed _____ Printed Name _____	
Signed _____ Printed Name _____	
Signed _____ Printed Name _____	
Signed _____ Printed Name _____	

- Gives the board members a feel for the level of support of the co-owners.
- Is NOT a legal document or other commitment on your part.

# Community Pool

- General info – NOT an offer to join
- Currently open (mandatory) to CV East, Farms and West
- Pool Association is considering opening the pool for outside membership to help support operation of the pool.
- Current annual dues are \$150 plus a one time set up fee of \$200.
- More info will be forthcoming, but we are interested in your level of interest???



# Thank You!



We appreciate your attendance tonight.

# The End!



A Greg Windingland Production.

No animals were hurt in the creation of this presentation.

Copyright 2011 Lombardo Homes



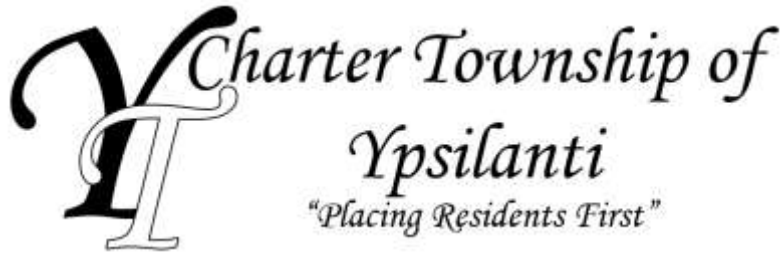








*Supervisor*  
**BRENDA L. STUMBO**  
*Clerk*  
**KAREN LOVEJOY ROE**  
*Treasurer*  
**LARRY J. DOE**  
*Trustees*  
**JEAN HALL CURRIE**  
**STAN ELDRIDGE**  
**MIKE MARTIN**  
**SCOTT MARTIN**



**Supervisor's Office**

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

---

# MEMORANDUM

TO: Board Members

FROM: Brenda L. Stumbo, Supervisor  
Karen Lovejoy Roe, Clerk  
Larry J. Doe, Treasurer

DATE: March 28, 2011

RE: Michigan Ability Partners (MAP)

The Michigan Ability Partners (MAP) is a private, nonprofit agency that creates employment opportunities for persons living with disabilities and Ypsilanti Township has the opportunity to utilize their services.

This is a great opportunity for Ypsilanti Township to have a seasonal crew and at the same time, mainstream people living with disabilities back into the work force.

The agency provides a van, a supervisor and two workers at a cost of \$24.80 an hour. Their goal is to get people back to work and to provide the opportunity for them to learn skills so that they can be a productive member of the community.

The insurance has been provided and sent to our attorney for review. We are requesting the Board authorize hiring MAP participants as seasonal workers to pick up trash, empty trash in parks, check on foreclosed properties, observe and report ordinance violations like noxious weeds, blighted homes and buildings, etc.

Included with this memo is their proposal, insurance and a pamphlet on the program. Please let us know if you have any questions.

Thank you for your consideration



## **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 \_\_\_\_\_

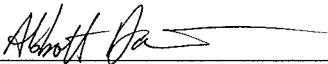
Brenda Stumbo, The Charter Township of Ypsilanti Supervisor

\_\_\_\_\_

Date \_\_\_\_\_

Karen Lovejoy Roe, The Charter Township of Ypsilanti Treasurer

Michigan Ability Partners:

  
\_\_\_\_\_

Date 3/29/11

Abbott Daimler, Vocational Team Leader

CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT

PRODUCER

NAME: Dawn VandenBosch

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

CERTIFICATE OF LIABILITY INSURANCE OP ID DD

01/19/11

Berends Hendricks Stuit / GR

FAX

PHONE

(A/C, No): 616-261-7313

(A/C, No, Ext): 616-261-7313

PO BOX 953

E-MAIL

ADDRESS: [dvandenbosch@bhsins.com](mailto:dvandenbosch@bhsins.com)

PO BOX 953 / 3055 44th St SW

PRODUCER

Grandville MI 49468-0953

CUSTOMER ID #: MIABI-1

Phone:616-531-1900 Fax:616-574-3317

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

INSURER A : Citizens Insurance Company

31534

Michigan Ability Partners

INSURER B : Cincinnati Insurance Company

MAP HDC LLC, MVP LDHA LLC

INSURER C :

HZ LLC, Willow Pond LDHA LLC

Whispering Creek Project LLC

INSURER D :

Attn: Joanna Middleditch

3810 Packard Road, Ste 200

INSURER E :

Ann Arbor MI 48108

INSURER F :

ANY PROPRIETOR/PARTNER/EXECUTIVE  
OFFICER/MEMBER EXCLUDED?

INSR ADDL SUBR

LTR INSR WVD POLICY NUMBER

POLICY EFF POLICY EXP

TYPE OF INSURANCE LIMITS (MM/DD/YYYY) (MM/DD/YYYY)

GENERAL LIABILITY

AUTOMOBILE LIABILITY

UMBRELLA LIAB

EXCESS LIAB  
 WORKERS COMPENSATION  
 AND EMPLOYERS' LIABILITY  
 EACH OCCURRENCE \$  
 DAMAGE TO RENTED  
 COMMERCIAL GENERAL LIABILITY \$PREMISES (Ea occurrence)  
 CLAIMS-MADE OCCUR MED EXP (Any one person) \$  
 PERSONAL & ADV INJURY \$  
 GENERAL AGGREGATE \$  
 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS -COMP/OP AGG \$  
 \$PRO-  
 POLICY LOC JECT  
 COMBINED SINGLE LIMIT  
 (Ea accident)  
 \$  
 ANY AUTO  
 BODILY INJURY (Per person) \$  
 ALL OWNED AUTOS  
 BODILY INJURY (Per accident) \$  
 SCHEDULED AUTOS  
 PROPERTY DAMAGE  
 (Per accident)  
 \$  
 HIRED AUTOS  
 \$NON-OWNED AUTOS  
 \$  
 OCCUR EACH OCCURRENCE \$  
 CLAIMS-MADE AGGREGATE \$  
 DEDUCTIBLE \$  
 RETENTION \$ \$  
 WC STATU-OTH-  
 TORY LIMITS ER  
 E.L. EACH ACCIDENT \$  
 E.L. DISEASE -EA EMPLOYEE \$  
 If yes, describe under  
 E.L. DISEASE -POLICY LIMIT \$DESCRIPTION OF OPERATIONS below  
 Y / N  
 N / A  
 (Mandatory in NH)  
 CERTIFICATE HOLDER CANCELLATION  
 3000000  
 A X  
 X Empl Ben 1/3000000  
 Z7I8946778-00 12/01/10 12/01/11  
 3000000  
 X  
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1000000

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EPLI 1000000  
X

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE

FYI0001

THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

For Your Information Only

AUTHORIZED REPRESENTATIVE

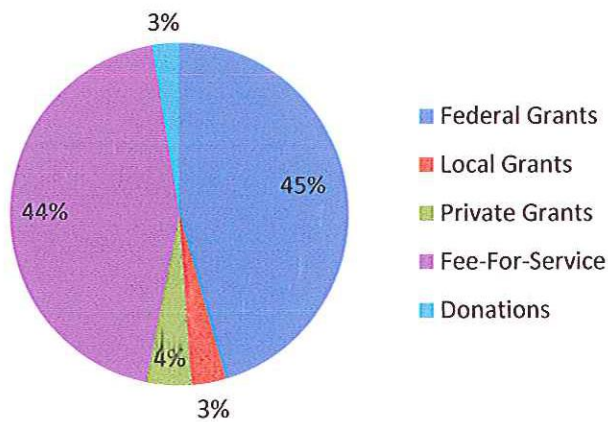
Greg Heeres

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ACORD 25 (2009/09) The ACORD name and logo are registered marks of ACORD



For every \$1.00 you donate  
\$.88 goes directly to program services

### Fiscal Year 09-10 Funding Sources



### Fiscal Year 09-10 Funding Sources

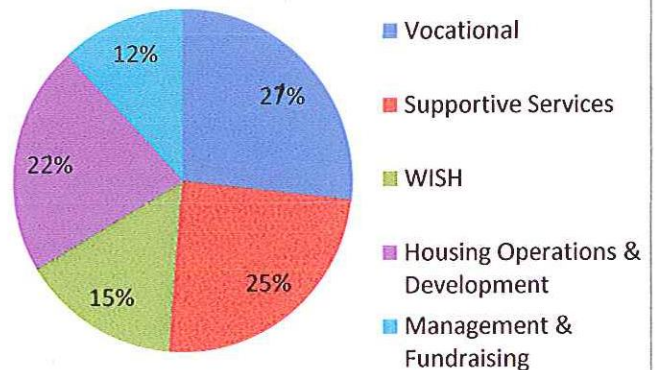
Federal Grants	1,076,492	45%
Local Grants	75,999	3%
Private Grants	105,306	4%
Fee-For-Service	1,044,046	44%
Donations	61,107	3%
Investments	3,447	0%
Other	5,638	0%
	<hr/>	
	\$2,372,036	

Admin. Ratio		
Mgmt & General	258,872	
Fundraising	35,920	
	<hr/>	
	294,792	
Total Exp.	\$2,477,701	
<b>Ratio</b>		<b>11.90%</b>

### Program Expenditures

Vocational	663,149	27%
Supportive Services	607,541	25%
WISH	377,486	15%
Housing Operations & Development	534,734	22%
Management & Fundraising	294,792	12%
	<hr/>	
	\$2,477,701	

### Program Expenditures



## MAP CREATES OPPORTUNITIES FOR PEOPLE LIVING WITH DISABILITIES.

MAP is a private nonprofit agency that has been creating opportunities for persons living with disabilities in southeast Michigan for 25 years. Each year MAP assists close to 1,000 people who are in search of housing and/or employment opportunities.

All services at MAP are aimed at assisting people to maximize their ability to live a fulfilling, productive life in the community.

MAP supports vulnerable and at-risk persons with housing services, employment services and financial services. Each of these service areas is designed to teach skills, facilitate self-sufficiency and support housing stability.

MAP demonstrates a serious commitment to excellence by maintaining CARF accreditation, state licensure for substance abuse prevention and treatment, designation as a United Way Agency, membership in the Michigan Association of Rehabilitation Organizations, and membership in the Washtenaw Housing Alliance.



Equal  
Housing  
Lender



### 2009-2010 Board of Directors

Kelly Fosdick, President  
Denise Walter, Treasurer  
Janice Arps-Prundeanu  
Bettie Burton  
Gerry Heard  
Gerald Levert  
Jon Luker  
Jean McEnery  
Cathy Nardi  
Laurie Riegle  
James Wolfington  
Susan Hornfeld, MAP CEO

### CONTACT or VISIT MAP AT:

#### Washtenaw County—Home Office

3810 Packard Street., Suite 200  
Ann Arbor, MI 48108-2054  
Phone: (734) 975-6880  
Fax: 734.975.2956  
info@mapagency.org

#### Downriver Ability Project

13367 Reeck Court  
Southgate, MI 48195-3054  
Phone: (734) 246-5600  
Fax: 734.246.5681

#### Jackson County Payee Services

2301 E. Michigan Avenue, Suite 108  
Jackson, MI 49202-3785  
Phone: (517) 841-5780  
Fax: 517.612.2568

Private Nonprofit 501(c)(3) Agency  
Substance Abuse Licensed  
Equal Opportunity Employer



MAP empowers people to move  
from hopelessness to  
self-sufficiency and beyond.

People with developmental disabilities, mental illness, addictions, or homelessness face barriers to self-sufficiency which can keep them from realizing opportunities for a more fulfilling life. MAP offers a menu of services to assist at-risk individuals with job placement, housing, financial management and mental health support needs.



In partnership with MAP, each  
participant's achievements and  
efforts build a foundation for life  
long, self-directed growth.

info@mapagency.org  
www.mapagency.org



## MAP HOUSING SUPPORT SERVICES

### The WISH Project

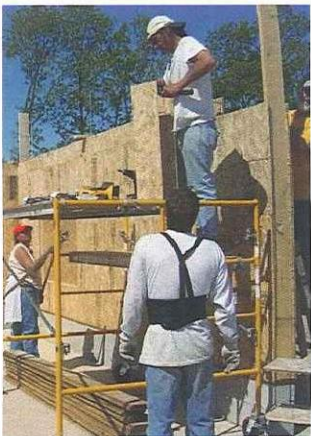
WISH offers services to stabilize housing for up to 60 homeless persons per year, providing assessment, housing location and supports, skill development, vocational services, substance abuse services and psychiatric services to program participants. WISH targets high-risk populations as defined by HUD for homelessness, including those facing barriers to housing due to chemical dependency, ex-offender status, mental health issues or vocational problems.

### The Housing Supports Team

MAP Housing Supports works with residents of its MAP, HDC, LLC affordable housing, including two sites for veterans and three sites of permanent supported housing. The team also supports individuals in scattered site housing who are living either under a Shelter Plus Care or HARP voucher. These programs emphasize daily living skills development, increasing self-sufficiency, and addressing barriers to housing due to a history of chemical dependency, ex-offender status, mental health issues or physical disability. The team also works in collaboration with Ann Arbor's VA health system HIOT

(Hospital-based Intensive Outpatient Treatment) program to support veterans staying in transitional housing while they undergo treatment

*Future residents build their own housing using the ICAN building system.*



## MAP EMPLOYMENT SERVICES

### Job Development

Our placement services assist individuals in matching interests and abilities to opportunities in the local job market. MAP provides job search training, resume building assistance and simulated interview experience as well as development of permanent placement opportunities.

### Job Coaching

MAP job coaching services provide vocational assessments and/or assistance to participants transitioning into competitive employment. Coaches offer assistance with on-the-job training, accommodations, task completion and workplace integration.

### Transitional Work Program

MAP's TWP provides immediate, paid work experience and job coaching to participants in supervised community work sites.

### Transition Services

MAP works closely with local school districts, students and families to provide services that facilitate transitions from school to work.

### Moral Reconciliation Therapy

MRT is an evidence-based, cognitive behavioral therapy program shown to significantly reduce recidivism rates among ex-offenders and substance abusers. MAP also utilizes short-term MRT programs to effectively enable participants to reform negative beliefs and attitudes that have hindered their ability to maintain employment.

### Downriver Ability Project

Our Southgate office provides community based services to severely and multiply impaired individuals in the Wayne County area and specializes in assisting those most difficult to serve due to medical fragility. DAP also provides work experience, job development and coaching for supported employment.

## MAP FINANCIAL SERVICES

### Representative Payee Program

MAP provides representative payee services and financial management assistance to people experiencing financial barriers. Payee program goals include assisting clients with increasing money management skills, increasing financial stability, building and maintaining credit, and promoting self-sufficiency toward financial independence.

## HOUSING DEVELOPMENT



*MAP began developing properties to provide affordable housing to people with disabilities in*

*1999. MAP's housing subsidiary, MAP HDC, LLC, REACH (Realizing Excellence in Affordable Community Housing), continues to develop affordable housing for veterans and others with disabilities.*

*Willow Pond, LLC is four duplexes of permanent supportive housing.*

*Maple View, LLC is a ten-unit apartment complex of permanent supportive housing.*

*Whispering Creek, LLC is two parcels, one a veterans housing program, and the other, permanent supportive housing.*

*Homezone, LLC is a seven bed program for veterans. Services are coordinated through MAP's Housing Supports Team and the Healthcare for Homeless Veterans Program at the VA Ann Arbor Health System.*



**MICHIGAN ABILITY PARTNERS**

**3810 Packard Road, Suite 200  
Ann Arbor, MI 48108**

**Phone: (734) 975-6880  
Fax: (734) 975-2956**

<http://www.mapagency.org>

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



**Supervisor's Office**

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

---

TO: Karen Lovejoy Roe, Clerk  
FROM: Brenda L. Stumbo, Supervisor  
DATE: March 28, 2011  
RE: 2011 Agreements with Ann Arbor SPARK & SPARK East

Attached are the 2011 agreements with Ann Arbor SPARK and SPARK East, budgeted in line item 101-956-000-884-000. Please place these agreements on the April 5, 2011 agenda for the Board's consideration.

If you have any questions, please contact my office.

tk

Attachment

cc: Wm. Douglas Winters, Attorney  
File

## 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

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.) 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

*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

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TO: Karen Lovejoy Roe, Clerk

FROM: Brenda L. Stumbo, Supervisor *Brenda*

DATE: March 28, 2011

RE: Resolution No. 2011-6 – Boards and Commissions (amending Resolution No. 2010-32)

Please place the attached resolution, No. 2011-6 – Boards and Commissions on the April 5, 2011 agenda for the Board's consideration. This resolution will amend Resolution No. 2010-32 and the changes are highlighted in red.

If you have any questions, please contact my office.

tk

Attachment

cc: Wm. Douglas Winters, Attorney  
File

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

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

**REAPPOINTMENTS**

<b><u>Board of Review</u></b>	<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
<b><u>Construction Board of Appeals</u></b>	<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
<b><u>Greens Commission</u></b>	<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
<b><u>Local Development Finance Authority (LDFA)</u></b>	<b><u>Term</u></b>	<b><u>Expiration Date</u></b>
Sizemore, Rolland		12/31/2012
<b><u>Planning Commission</u></b>	<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
<b><u>Ypsilanti Community Utilities Authority</u></b>	<b><u>Term</u></b>	<b><u>Expiration Date</u></b>
Lawrence Doe	3 Years	12/31/2013
<b><u>Zoning Board of Appeals</u></b>	<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

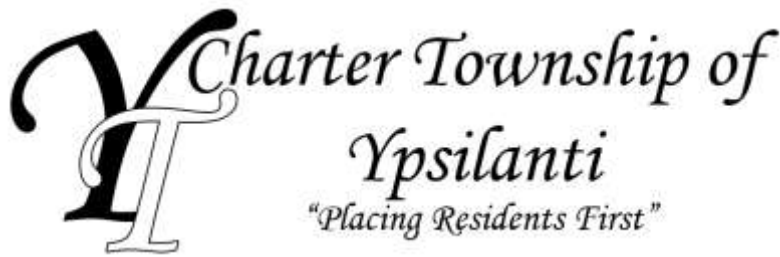
3 Years

### 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.

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



**Office of  
Community Standards**

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 485-4393  
Fax: (734) 484-5151  
[www.ytown.org](http://www.ytown.org)

---

# MEMORANDUM

**TO:** Karen Lovejoy Roe, Clerk  
Nancy Wrybkowski, Deputy Clerk

**FROM:** Joe Lawson, Planning and Development Coordinator

**DATE:** March 24, 2011

**RE:** Seaver Farm Wetland Planting – Request for Authorization

Please find attached a proposal submitted by Township wetland consultant Niswander Environmental, LLC in response to the MDNRE review of our wetland mitigation project related to the Seaver Farm development. As you may recall, as part of the development of the Seaver Farm property, a wetland mitigation plan was submitted and approved by the Michigan Department of Environmental Quality (MDEQ), now known as the Michigan Department of Natural Resources and Environment (MDNRE). As part of the approved permit (#05-81-0018P), a number of wetland appropriate plants were to be planted and maintained throughout the 5 year permit period. With the permit now in year four, MDNRE representative James Sallee has indicated a number of the required plantings have died and thus are in need of replacement.

With that said, I respectfully request the Board of Trustees authorize Niswander Environmental to plant 650 wetland plants at a cost of \$3,700.00 in order to bring the Seaver Farm Wetland Mitigation project into compliance with the conditions of the mitigation permit and as stated in the review letter dated February 23, 2011, and composed by MDNRE Representative James Sallee. I further request that the funding for this project be authorized from the "Tree Replacement Fund" (account #212.000.000.694.001).

If you should have any further questions or need additional information, please feel free to contact me at your convenience.



## 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





ATTACHMENT A  
NISWANDER ENVIRONMENTAL, LLC  
GENERAL TERMS AND CONDITIONS

The following Terms and Conditions govern the work to be performed by Niswander Environmental, LLC (“Consultant”) for the client (“Client”) identified in the accompanying proposal. By accepting the proposal or authorizing any portion of the work to be performed by the Consultant (the “Agreement”), client shall accept these Terms and Conditions, as if they had been set forth in full in the proposal.

1. **Performance:** Consultant shall perform the services set forth in the Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing in similar locations and under similar conditions. Client acknowledges that Consultant has made no expressed or implied representations, guarantees or certifications regarding the results to be achieved upon the completion of the services set forth in the Agreement.
2. **Payment:** All invoices submitted by Consultant shall be immediately due and shall be payable within fifteen (15) days after their receipt by Client. Any invoice not paid by that time shall be subject to interest at a rate not exceeding one-and-one-half percent (1.5%) per month. Client shall notify Consultant in writing objecting to any charges that it does not believe are accurate or appropriate, within fifteen (15) days after receiving the invoice containing such charges. Any remaining charges that are not in dispute shall be considered valid, due and owing to Consultant. If any invoice becomes more than thirty (30) days past due, Consultant reserves the right to terminate any contract underlying to or relating to the invoice without incurring any liability to the Client. Client agrees to pay for all of Consultant’s services, expenses and fees (including fees from Consultant’s vendors at a rate of cost plus fifteen percent) up to and including the termination date. Client also agrees to pay for all costs associated with collecting the amounts due under the invoice, including, without limitation, attorney fees.
3. **Changes:** The Agreement may not be changed or altered except by further written agreement between the parties. The parties acknowledge that changes in the condition of property, in the information that is known with respect to the property, the scope of work requested by client or to the applicable law may occur after the Agreement was executed by the parties but before the completion of the services by Consultant under that Agreement. If these or any other changes occur, the Agreement shall be amended to provide for additional Consultant compensation commensurate with the nature and scope of the change(s).
4. **Client Cooperation:** Client agrees to fully cooperate with Consultant in the performance of its obligations hereunder. In addition to providing or securing access to the property, Client shall provide Consultant with all information in its possession or under its control that is relevant or material to Consultant’s scope of work, including but not limited to reports, maps, data, site plans, communications with regulating authorities, material safety data sheets, hazard communication plans, due care plans, surveys, previous environmental reports, or any other documents that evidence the existing condition or proposed use of the property (“Client Information”). Consultant shall not be responsible or held liable for any inaccurate or incomplete information provided by Client, or for any information withheld by Client. Consultant shall not be responsible or liable for any incorrect or erroneous statements made by any governmental entity or third party upon which Consultant relies in the performance of the services hereunder. Client further agrees, upon request of Consultant, to disclose or have marked by an appropriate entity the location of all underground utilities or improvements. Client shall indemnify Consultant pursuant to paragraph 12 hereunder from any loss resulting from damage to underground utilities.
5. **Confidentiality:** Consultant shall retain as confidential all information and data furnished to it by Client. Consultant shall not disclose any confidential Client information to any third party except as directed by Client, ordered pursuant to court order or required by law.
6. **File Retention:** Consultant shall maintain client files, including copies of any reports, for a period not to exceed three (3) years after completion of the services pursuant to the Agreement. Unless otherwise requested by Client, Consultant may destroy any files after three (3) years. In the event that Client desires to have its files returned to it at that time, it shall so notify Consultant in writing and Client shall bear all costs and expenses that Consultant may incur in closing and transferring those files to Client. Consultant may retain one copy of any report for its files.
7. **Final Product:** Client acknowledges that any report prepared hereunder reflects the condition of the property to the extent information is known or reasonably ascertainable to Consultant at the time the report is issued. Any material change in use or condition of the property after the report is completed shall immediately terminate any findings or conclusions of the report that are contrary to the use or condition of the property as of the date the report was completed. Any information that Client becomes aware of after the report is completed, but which was not provided to Consultant prior to the issuance of the report, that would materially alter the findings or conclusions contained therein shall be immediately made known to Consultant. Consultant shall have the opportunity to revise the report to include



- or take account of the newly provided information. Consultant may charge Client on a time and materials basis for reviewing and analyzing the newly provided information, and for all costs associated with revising the report. Such additional compensation shall be based upon Consultant's then current published rates for time and materials.
8. **Right of Entry:** Client shall obtain or grant Consultant, including its personnel and contractors, lawful access to all property as may be necessary for Consultant to complete its obligations under the Agreement. Such access shall include the right to perform and complete all acts, investigations, assessments, studies, evaluations, delineations or other actions required under the Agreement.
  9. **Delays or Increased Costs:** Consultant shall use commercially reasonable efforts in performing its obligations under the Agreement in a timely manner. Consultant shall not be held responsible for any delays or increased costs caused by or attributable to: a) the failure by Client (including its employees, contractors or agents) to provide Consultant with Client Information; b) the failure by Client to provide or arrange for Consultant's access to the property or to any other documents, material, information or contractors; c) the failure of Client to secure the cooperation of any necessary third party; d) any act of God, labor trouble, fire, act of governmental authority, inclement weather or other force majeure condition; e) the discovery of unanticipated site conditions (including, but not limited to hazardous substances); or f) any other reason that is beyond Consultant's ability to control. In the event Consultant, for any reason listed herein, is unable to complete its obligations under the Agreement, it shall be given a reasonable amount of time to complete those obligations once the underlying condition is remedied. In the event one or more condition listed herein necessitates a change in the scope of work under the Agreement, Consultant shall be entitled to additional compensation for any additional efforts that may be required, based upon a time and materials basis. Such additional compensation shall be based upon Consultant's then current published rates for time and materials.
  10. **Termination:** This Agreement may be terminated by either party upon fifteen (15) days written notice. In the event this Agreement is terminated by Client, Consultant shall be entitled to payment in full for all activities completed as of the date termination becomes effective. Any payment to which Consultant is entitled shall be calculated on a time and materials basis, based upon Consultant's then current published rates for time and materials.
  11. **Indemnification:** Client shall indemnify, protect and hold harmless Consultant, its owners, agents, officers, directors, employees, subcontractors and agents from and against any and all liability, claims, demands, losses, damages, expenses, fines, levies and costs, including actual attorneys fees, whether direct, indirect or consequential, arising out of, related to or otherwise resulting from Consultant's performance under the Agreement. All claims brought against Consultant, relating to the Agreement or otherwise, whether based upon contract, tort, statute or otherwise, must be brought within one (1) year from the completion of the services under the Agreement or they shall be forever barred.
  12. **Insurance and Limits of Liability:** Consultant shall procure and maintain, at its own expense, during the term of the Agreement, such insurance as may be required by law. Consultant's liability for any claimed damages arising out of or related to any services provided under the Agreement shall be limited to the amounts, limits, exclusions and conditions of the insurance maintained by Consultant. In no event shall Consultant be liable for any claims based upon contract or tort for any loss of business opportunity, profits or any special, incidental, consequential or punitive damages.
  13. **Reliance Letters:** Consultant acknowledges that Client may request that Consultant issue a reliance letter to one or more parties. Consultant's standard fee for issuance of reliance letters shall be \$200, unless a different amount is set forth in the original proposal. No reliance letter shall be issued unless same is requested within one hundred and eighty days after the final report being issued. Without regard to the foregoing, Consultant agrees to waive the fee for issuance of reliance letters to any financial institution that will be lending or advancing funds to Client for the project that is the subject of the Agreement between Consultant and Client. Consultant may also, in its sole discretion, waive its fee for reliance letters issued to Client's successors and/or assigns. Any reliance letter issued by Consultant shall be subject to these Terms and Conditions, which shall be supplied to the person to whom the reliance letter is issued along with the reliance letter. In accepting the reliance letter, the person to whom the reliance letter is issued agrees that it shall be bound by these Terms and Conditions. Any party to whom a reliance letter is issued shall have no right to rely upon any information or data that has been gathered, discovered, generated or made available after the date of the final report, and any reliance on the report shall be limited to the condition of the property as of the date the report is issued. No other party may rely upon the accuracy or contents of the report issued by Consultant, unless the Consultant has consented in writing and in advance, to such reliance. By executing the Agreement, Consultant and Client specifically intend that no third-party beneficiaries have been intended or created.
  14. **Lien:** In order to secure payment of the amounts for which it has contracted hereunder, including amounts that it may have advanced in furtherance of its obligations under the Agreement between Consultant and Client, Consultant hereby notifies Client that it intends to utilize any rights that it may have under Michigan's Construction Lien Act (M.C.L. 570.1101 *et seq.*, as amended). Client hereby authorizes Consultant to execute and record on its behalf any and all documents (including any applicable lien waivers or releases) necessary or desirable to comply with the Act.



15. **Compliance with Laws:** With respect to the services provided to Client hereunder, Consultant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations duly promulgated. Client represents that it possesses all necessary permits, licenses and permissions for the continuation of Consultant's activities at the property.



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENT  
LANSING



February 23, 2011

Ypsilanti Charter Township  
7200 South Huron River Drive  
Ypsilanti, Michigan 48197

Dear Sir or Madam:

SUBJECT: Department of Natural Resources and Environment File Number 05-81-0018-P  
T3S, R7E, Sections 17/20, Ypsilanti Township, Washtenaw County

The Department of Natural Resources and Environment (DNRE) has reviewed the third year Wetland Mitigation Monitoring Report for the Seaver Farm site, submitted by your consultant, Niswander Environmental, LLC. Overall, the wetland mitigation appears to be doing well. However, additional corrective action appears to be necessary at this time.

The performance standards for Permit 05-81-0018-P require that a minimum of 300 surviving, established, and free-to-grow shrubs per acre in the scrub-shrub wetland that are classified as native wetland species, and consisting of at least four different plant species, are present within the 1.84 acres of required scrub-shrub wetland by the end of the monitoring period. This equals a total of 552 shrubs within the mitigation wetland.

The volunteer willow and cottonwood saplings present within the mitigation wetland do count towards the fulfillment of this permit requirement. Native wetland shrubs should be replanted within the mitigation wetland, in accordance with the approved wetland mitigation plan, during the spring of 2011.

Please provide a shrub replanting plan to this office by no later than March 25, 2011 for review.

If you have any questions regarding this shrub replanting plan or the mitigation wetland at the Seaver Farm site, please contact me at the DNRE, Jackson District Office, 301 East Louis Glick Highway, Jackson, Michigan 49201, by email at [salleej@michigan.gov](mailto:salleej@michigan.gov) or at the telephone number listed below.

Sincerely,

James Sallee  
Environmental Quality Specialist  
Water Resources Division  
517-780-7910

cc: Mr. Steven Niswander, Niswander Environmental, LLC

**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	<u>\$5,000.00</u>
		Net Revenues	<u><u>\$5,000.00</u></u>

Expenditures:	Professional Ser Tree/Landscaping	212.212.000.801.150	<u>\$5,000.00</u>
		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	<u>\$29,302.00</u>
		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>

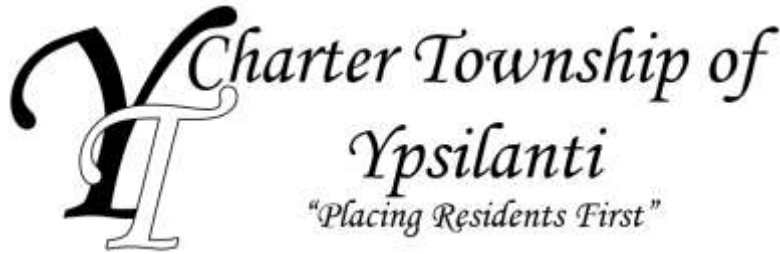
Motion to Amend the 2011 Budget (#3):

Move to decrease the expenditures for the 14 B DISTRICT COURT FUND by \$49,041.60 to \$1,241,602.40 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Roads and Recreation Fund (BRSII) by \$5,000.00 to \$1,376,659.50 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$29,302 to \$5,578,365 and approve the department line item changes as outlined.

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



## Residential Services

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

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# MEMORANDUM

**TO:** Charter Township of Ypsilanti Board of Trustees

**FROM:** Jeff Allen, Director of Residential Services

**DATE:** March 29, 2011

**RE:** Approval for additional cameras for added security & authorization to sign any agreements in a total amount not to exceed \$29,302

Recently, you were informed that we were beginning to look into additional cameras to add to our network of existing cameras for enhanced security. I am asking for your approval to pilot this program as summarized below:

Currently, we have IONIT hardwired cameras that are used for security around the Civic Center and Community Center/Golf Course. We contacted the distributors of the IONIT cameras (Camtronics) to see if there was a wireless version camera available in order to put cameras out in public areas. Camtronics has provided us with a cost for their IP Vision platform system that can be installed on an existing pole in the field and utilize Verizon wireless cell service (our current provider). We are recommending using Camtronics as a sole source vendor as they are the only IONIT dealer in the state of Michigan.

The cost of this program would be four-fold as it involves the cost of the main workstation/server, the cost per camera, the provision for DTE to wire the system from their pole, and the cost of the cell service to download the images from the camera.

In consultation with Mike Radzik and other police personnel, we have recommended piloting 5 cameras in the West Willow area. These cameras do have the potential to be moved around to different areas, including adding them into Township Parks.

The price for the main workstation/server is \$3,792. This provides for a quad core, 64 bit system. This system can service up to 50 cameras should we decide to expand.

The remote video cameras are listed as \$3,922 each. Each camera comes with the software needed bundled in it.

DTE has provided us an estimate of \$500-\$700 per connection, including the permit fee.

Finally, we have an initial quote of \$40 per month from Verizon for the cell service per camera. The annual cost of this would then calculate to be  $\$40 \times 5 \text{ cameras} \times 12 \text{ months} = \$2400$ .

The system comes with a 2 year warranty although it does not cover vandalism which is a potential concern, but the "ballistic cameras" are listed at \$3,066 more per camera or over an additional \$15,000.

The accounts that these would be charged to is 266.301.000.977.000, for the equipment in the amount of \$26,902, and account # 266.301.000.933.000 for the annual wireless cell charges of \$2,400.



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



**Office of Community Standards**  
**Ordinance Department**  
7200 S. Huron River Drive  
Ypsilanti, MI 48197  
**(734) 485-4393**  
ytown.org

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March 28, 2011

To: Nancy Wrybkowski, Deputy Clerk  
From: Mike Radzik, Director  
Office of Community Standards  
Subject: **2011 Summer School Liaison Deputy Contract**  
Copy: Board of Trustees  
McLain & Winters

I respectfully request that the following item be added to the agenda for consideration by the Board of Trustees at its next regular meeting on April 5, 2011:

- **Request to Approve 2011 Summer School Liaison Deputy Contract**

Enclosed please find a copy of the proposed 2011 contract with Washtenaw County and the Sheriff's Office to collaborate with Lincoln Consolidated Schools to share its liaison deputy for the summer months.

The term of the agreement runs from June 12 through August 27, 2011. The amount of the contract is \$31,856 and is budgeted in line item 266-301.000-831.008.

Thank you for your consideration. Please contact me with any questions or concerns.

**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

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



**Office of Community Standards**  
  
**Ordinance Department**  
7200 S. Huron River Drive  
Ypsilanti, MI 48197  
**(734) 485-4393**  
ytown.org

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March 28, 2011

To: Nancy Wrybkowski, Deputy Clerk  
From: Mike Radzik, Director  
Office of Community Standards  
Subject: **Request to Extend Vegetation Abatement Contract**  
Copy: Board of Trustees  
McLain & Winters

I respectfully request that the following item be added to the agenda for consideration by the Board of Trustees at its next regular meeting on April 5, 2011:

- **Request to Extend Vegetation Abatement Contract**

**Background**

The township aggressively enforces its Vegetation ordinance requiring residential lawns and other landscaped areas be kept mowed to promote neighborhood preservation, health and safety. We have historically contracted with professional landscape companies to provide mowing services based on work orders submitted by the Ordinance Department. Funds to pay for mowing services are budgeted in the Nuisance Abatement Fund (893) and the costs are billed to property owners and collected as a special assessment against the property through tax collection; it is essentially a “pass through” cost.

In an effort to resolve chronic invoicing and collection appeal problems that had plagued the program for many years, the Ordinance Department completely revamped the contract invoice and fee structure last year. Accordingly, we sought new bid proposals and awarded a contract to a township-based professional landscaping firm that met or exceeded all bid requirements and submitted the most favorable bid.

Traditionally, the mowing contracts have been for multiple year duration. However, in 2010, we intentionally executed a one-year professional services contract that included an option to negotiate annual renewals at rates to be determined. This was done in order to afford staff the opportunity to evaluate the newly designed invoice and fee structure, as well as the performance of the newly selected vendor.

I am pleased to report that the new contract structure appears to have virtually eliminated the invoicing and collection appeal problems that plagued the program for many years. In addition, the professional services provider, Heppner Landscaping, has performed extremely well both in the field and in regard to administrative details.

**2010 Vegetation Enforcement Data**

In 2010, the Ordinance Department submitted a total of 1,001 work orders to the current contract vendor for professional service fees totaling \$47,549 (average \$47.50 per job).

In 2009, by comparison, the Ordinance Department submitted a total of 923 work orders to the previous contract vendor for professional service fees totaling \$118,387 (average \$128.26 per job).

In 2010, the average professional service fee for vegetation enforcement was drastically reduced by 63% as compared to the previous year. Furthermore, our Ordinance Department staff has evaluated the new vendor's performance as being exceptional and much improved from previous vendors.

**Recommendation for 2011 Vegetation Enforcement**

Ordinance Department staff has met with Heppner Landscaping to discuss the option to renew the recently expired contract. The vendor, Heppner Landscaping, is interested in extending the contract for 2011 to include a modest rate increase necessary due to higher fuel and labor costs. Enclosed is a chart showing Heppner's proposed 2011 rates as compared to the 2010 bid proposals submitted by four different companies.

Ordinance Department staff has reviewed the proposed rate increases and has determined that the 2010 vegetation contract would still have been recommended for award to Heppner Landscaping, even at the proposed higher rates, for all of the reasons articulated last year.

In conclusion, the Ordinance Department staff respectfully recommends that the Board of Trustees extends the current contract with Heppner Landscaping for one additional year, retaining the new invoice and fee structure, at the proposed 2011 rates.

**Alternative Recommendation**

If the Board of Trustees chooses not to extend the contract, we will seek new bid proposals. I have prepared a Request For Proposals based on the successful 2010 bid document and will immediately process it for publication upon Board approval. A copy of the RFP is enclosed for reference.

**Conclusion**

Please note that, due to circumstances, we will be pressed for time to solicit new bids prior to the anticipated start of the 2011 mowing season. Considering last year's drastic rate reduction and the fact that this is a "pass through" cost to property owners, I do not anticipate any substantial advantage to the township that would result from requiring competitive bidding under these unique circumstances. Therefore, I concur with the staff recommendation to extend the current contract for one year to ensure uninterrupted favorable service to the community.

Thank you for your consideration. Please contact me with any questions or concerns.

**Proposed 2011 Compliance Mowing Contract Extension  
Comparison to 2010 Bid Proposals**

<b>Mowing Services Bid Proposals</b>	<b>Arrwood 2010 Bid</b>	<b>Heppner 2010 Bid</b>	<b>Heppner 2011 Extended</b>	<b>Looking Good 2010 Bid</b>	<b>All Around 2010 Bid</b>
Improved Lots < 6,000 sf	\$20	\$25	\$40	\$75	\$80
Premium surcharge for over 14"	\$25	\$50	\$60	\$112	\$105
Improved Lots > 6,000 sf and < 12,000 sf	\$25	\$40	\$50	\$85	\$95
Premium surcharge for over 14"	\$45	\$60	\$70	\$125	\$125
Improved Lots > 12,000 sf	\$50	\$50	\$60	\$95	\$110
Premium surcharge for over 14"	\$75	\$75	\$80	\$135	\$145
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Unimproved Lots < 6,000 sf	\$18	\$30	\$45	\$80	\$90
Premium surcharge for over 14"	\$22	\$60	\$65	\$115	\$120
Unimproved Lots > 6,000 sf and < 12,000 sf	\$23	\$45	\$55	\$85	\$110
Premium surcharge for over 14"	\$31	\$90	\$100	\$125	\$135
Unimproved Lots > 12,000 sf	\$48	\$55	\$65	\$95	\$130
Premium surcharge for over 14"	\$68	\$110	\$120	\$135	\$170
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Margin Only (right-of-way area)	\$18	\$25	\$25	\$40	\$110
Premium surcharge for over 14"	\$37	\$50	\$50	\$70	\$140
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Pick-up and disposal of excess trash & debris per 13-gallon trash bag (ea)	NB	\$25	\$25	\$35	\$7
<hr/>					
<b>Special Order Trash Clean-Up and Removal</b>					
.00 - .25 Cubic Yards	\$25	\$40	\$40	\$40	\$60
.25 - .50 Cubic Yards	\$30	\$40	\$40	\$45	\$75
.50 - .75 Cubic Yards	\$35	\$50	\$50	\$50	\$95
.75 - 1.0 Cubic Yards	\$45	\$50	\$50	\$55	\$120
per .50 Cubic Yards > 1.0	\$30	\$10	\$10	\$45	\$25

**AGREEMENT BETWEEN  
HEPPNER LANDSCAPE SERVICES, INC  
AND  
THE CHARTER TOWNSHIP OF YPSILANTI  
WASHTENAW COUNTY, MICHIGAN  
FOR  
VEGETATION & CLEAN-UP ABATEMENT SERVICES**

**This Agreement** is entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **Charter Township of Ypsilanti (Township)**, a Michigan municipal corporation, whose address is 7200 S. Huron River Dr., Ypsilanti, MI 48197, and **Heppner Landscape Services, Inc (Contractor)**, a Michigan corporation, whose production facility is located at 6630 Rawsonville Rd, Ypsilanti, MI 48197 and whose mailing address is 2768 Hogan Way, Canton, MI 48188.

**1. SCOPE OF WORK**

The Township Office of Community Standards will issue written directions and locations for the mowing and cleanup of properties within the Township, in accordance with the Township Code of Ordinances Chapter 66, and pursuant to the General Conditions contained in the bid specifications attached herein.

**2. HOLD HARMLESS**

The Contractor shall assume full responsibility for the protection of all pavements, curbs, bridges, railroads, poles and any other surface structures including: all water mains, sewers, telephone lines, gas mains and any other underground services and structures along and near the work which may be affected by his operations and shall indemnify, defend and save harmless the Charter Township of Ypsilanti against all damages or alleged damages to any structure or injury to any individuals as a result of his operations. No tree or shrubbery of any kind shall be removed or destroyed by the Contractor without the consent of the Charter Township of Ypsilanti.

**3. TERM OF AGREEMENT**

The contract duration is for calendar year 2010 with an option for negotiated annual renewals at rates to be determined. The Township is not obligated to negotiate a renewal and may seek new bid pricing.

#### **4. COMPENSATION OF THE CONTRACTOR**

The Contractor shall be paid on the basis of reasonable time spent and materials used for the 2010 mowing season, at the rates and prices specified in the bid specifications and Contractor's bid proposal attached hereto as Exhibit A and incorporated by reference. Payment will be made to the Contractor in a timely manner after Township's receipt of Contractor invoice.

#### **5. INSURANCE-INDEMNIFICATION**

During the term of this agreement, the Contractor agrees to procure and maintain in effect insurance policies in the amounts and with the types of coverage show below:

- 1. Workers Compensation Insurance** in the form and amount required by Michigan law.
- 2. Commercial General Liability Insurance** on an "Occurrence Basis" with the limits of liability not less than \$ 1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.
- 3. Motor Vehicle Liability Insurance** including Michigan No-Fault Coverage, with limits of liability of not less than \$ 1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additionally, the Contractor shall, to the fullest extent permitted by law, defend and hold the Charter Township of Ypsilanti, its past, present and future elected officials, appointed commissions and boards, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortuous acts or omissions by the Contractor or its employees and agents occurring in the performance of this agreement.



## **6. WARRANTIES OF THE CONTRACTOR**

The Contractor warrants that the quality of its services under this agreement shall conform to the level of professional quality performed by equivalent local contractors and lawn maintenance personnel. The contractor warrants that it has all skills, experience and local licenses necessary to perform the services it is to provide pursuant to this agreement.

## **7. OBLIGATIONS OF THE TOWNSHIP**

The Township shall notify the Contractor of any defects in the services of which the Contract Administrator has actual notice. Likewise the Township will give the Contractor at least five calendar days to satisfy any notified defects.

## **8. ASSIGNMENT**

The Contractor shall not subcontract or assign any portion of the services without prior written consent from the Township Contract Administrator.

## **9. NOTICE**

All notices and submissions required under this agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this agreement or such other address as either may designate by prior written notice to the other. Notice shall be considered delivered under this agreement when personally delivered to the Contract Administrator or placed in the U.S. mail, postage prepaid to the administrating department, care of the Contract Administrator.

## **10. CHOICE OF LAW**

This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the contractor and Township agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement.

## **11. CONFLICT OF INTEREST**

Contractor certifies it has no financial interest in the services to be provided under this agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the services described under this agreement.

## **12. SEVERABILITY PROVISIONS**

Whenever possible, each provision of this agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties and circumstances.

## **13. EXTENT OF AGREEMENT**

This agreement, including the bid specifications, represents the entire understanding between the Township and the Contractor, and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering in to this agreement. This agreement may be altered, and amended or modified only by mutual agreement and written amendment signed by both the Contractor and the Township.

## **14. TERMINATION OF THE AGREEMENT**

This agreement may also be terminated by either party upon thirty (30) days written notice.

This Township shall provide notice of termination by first-class mail to the Contractor at the address listed in the bid documents. If the contract agreement is terminated for reasons other than breach of contract by the Contractor, the contractor shall be compensated for the services provided prior to the date of the notice of termination.

**Heppner Landscape Services**

**By: \_\_\_\_\_**  
**Mark Heppner, President**

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

**CHARTER TOWNSHIP  
OF YPSILANTI**

**By: \_\_\_\_\_**  
**Brenda L. Stumbo, Supervisor**

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

**By: \_\_\_\_\_**  
**Karen Lovejoy Roe, Clerk**

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

**CHARTER TOWNSHIP OF YPSILANTI  
2010 VEGETATION & CLEAN-UP ABATEMENT PROGRAM**

**GENERAL CONDITIONS**

**SPECIFICATIONS**

- A.** The intent of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation and all other expenses as may be necessary for the proper execution and completion of the work.
- B.** Under the direction of the Office of Community Standards, the “Vegetation & Clean Up Program” shall include:
1. Mowing and/or vegetation abatement of vacant properties
  2. Cleanup of vacant properties
  3. Hauling of trash and cuttings to an approved disposal site
- C.** The Office of Community Standards will submit an authorization via email to the Contractor which shall include the address or parcel identification number of the parcel to be mowed or cleaned, and a description of the work authorized to be performed.
- D.** The standards/fee schedule applicable for authorization of work is detailed in the Contractor’s bid as submitted and awarded. A copy of the bid is attached here as **Exhibit A**. An “improved lot” is a lot upon which a house, commercial building, or other substantial structure is situated. An “unimproved lot” is a lot upon which no substantial structure or building is situated. A “margin only” is the public right-of-way area between the curb (or curb line) and the sidewalk (or sidewalk line). A “premium surcharge” fee applies when the grass or other vegetation to be abated substantially exceeds 14 inches in height as determined by the Office of Community Standards. Common debris and litter shall be picked up and bagged prior to mowing in order to prevent shredding and blowing of such debris. Collection of up to one (1) 13-gallon bag of debris is included for each mowing job.
- E.** No “show up fees” will be authorized or paid if the property has been brought into compliance with law by some other means prior to the contractor arriving at the property after work has been authorized.

- F. All work shall be completed within 3 working days after the date of notification to commence work. For purposes of this contract, Saturday is considered a working day. Inclement weather, including but not limited to excessive heat and rain, may be taken into consideration to reasonably extend the deadline for timely completion of work.
  
- G. After work is completed, the Contractor shall submit a detailed invoice to the Office of Community Standards pursuant to an invoice schedule agreeable to both parties. The invoice shall include staff hours, equipment, fuel and all miscellaneous expenses incurred to complete the job. The Office of Community Standards will inspect completed work and authorize payment on all jobs.

**GENERAL REQUIREMENTS FOR MATERIALS AND WORKMANSHIP**

The Contractor shall furnish suitable vehicles, equipment, tools and labor to perform the work to be done. The Contractor shall also provide a valid email address to the Township that can be relied upon to transmit and receive work orders. *Work orders will be submitted to the Contractor via email and an email reply from the Contractor acknowledging receipt of each work order is required.*

**PERMITS**

The Contractor shall, at all times, observe and comply with, and shall cause all of his agents and employees to observe and comply with, all existing and future laws and ordinances.

**PROTECTION OF WORK AND PROPERTY**

The Contractor shall maintain adequate protection of all his work from damage and shall protect all public property and private abutting property from injury or loss arising from its fulfillment of this contract. He/she shall, without delay, make good any such damages, injury or loss, and shall defend and save the Charter Township of Ypsilanti from all such damages or injuries occurring because of his/her work. He/she shall furnish and maintain any passageways, barricades, guard fences, lights and danger signals, watchmen and other facilities for protection required by the public authority or by local conditions, all at no additional cost to the Owner. In an emergency affecting the

safety of life or of the work or of adjoining property, the Contractor without special instruction or authorization from the Owner, shall take such action as may be necessary to prevent such threatened damage, injury or loss.

### **MAINTENANCE OF SERVICE**

Drainage through existing sewers and drains shall be maintained at all times and all nearby gutters shall be kept open for drainage.

### **STORAGE OF MATERIALS**

Materials and equipment distributed, stored and placed upon or near the site of the work shall, at all times, be so disposed as not to interfere with work being executed by other contractors in the employ of the Owner, or with street drainage, or with fire hydrants or with access thereto, and not hinder any more than may be necessary for the ordinary traffic of the street.

### **MINIMUM WAGE**

All employees involved with this contract must be paid in accordance with the Charter Township of Ypsilanti Code of Ordinances Sec. 2-201, "Living Wage". A copy of this ordinance can be obtained through the Charter Township of Ypsilanti Clerk's Office by calling (734) 484-4700 or on the Internet at [www.ytown.org](http://www.ytown.org).

### **INSURANCE**

The Contractor agrees to provide the Township with Certificates of Insurance for General Liability, Vehicle Liability, and Statutory Workers Compensation, according to the limits provided in the Charter Township of Ypsilanti Financial Policy. The Certificates of Insurance must be provided to the Township prior to the execution of the contract documents.

The Contractor will maintain at its own expense during the term of the Contract, the following insurances:

- a. Worker's Compensation insurance with Michigan statutory limits and employers liability insurance of \$ 1,000,000.00 minimum each accident.

- b. Broad Form Comprehensive General Liability Insurance with a combined single limits of \$1,000,000.00 each occurrence for bodily injury and property damage. Policy to include products and completed operations, independent contractors and contractual liability coverage. Policy shall be endorsed to provide 60 day written notice to the Risk Manager of any material change of coverage, cancellation or non-renewal of coverage.
- c. Township's protective policy shall be in the name of "Charter Township of Ypsilanti". Policy shall provide property damage per occurrence. **"The Charter Township of Ypsilanti and its past, present, and future elected Officials, appointed commissions and boards, agents and employees"** shall be named as **"additional named insured"** on the General Liability policy with respect to the services provided under this contract.
- d. Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with provisions of the Michigan No Fault Insurance Law. Including residual liability insurance with a minimum combined single limit of \$ 1,000,000.00 each accident for bodily injury and property damage.
- e. An umbrella policy may be used to meet some of the above requirements.
- f. All insurance policies must be held by companies licensed to do business in Michigan and such companies must be well rated and acceptable to the Charter Township of Ypsilanti.
- g. If the required insurance is not maintained at any time during the term of this Contract, the Contract shall be subject to cancellation immediately or at any time thereafter, at the sole discretion of the Charter Township of Ypsilanti. If the Township elects to exercise its option to cancel on these grounds, the Township shall so notify the Contractor of its election.
- h. All Certificates of Insurance are subject to the final approval of the Ypsilanti Township attorney.

*(End of General Conditions)*

**CHARTER TOWNSHIP OF YPSILANTI  
2010 VEGETATION & CLEAN UP ABATEMENT PROGRAM**

**EXHIBIT A**

Company Name: **Heppner Landscape Services, Inc**

Contact Person: Mark Heppner

Improved Lots < 6,000 sf	\$25.00
Premium surcharge for over 14"	\$50.00
Improved Lots > 6,000 sf and < 12,000 sf	\$40.00
Premium surcharge for over 14"	\$60.00
Improved Lots > 12,000 sf	\$50.00
Premium surcharge for over 14"	\$75.00

Unimproved Lots < 6,000 sf	\$30.00
Premium surcharge for over 14"	\$60.00
Unimproved Lots > 6,000 sf and < 12,000 sf	\$45.00
Premium surcharge for over 14"	\$90.00
Unimproved Lots > 12,000 sf	\$55.00
Premium surcharge for over 14"	\$110.00

Margin Only (right-of-way area)	\$25.00
Premium surcharge for over 14"	\$50.00

Pick-up and disposal of excess trash & debris per 13-gallon trash bag (ea)	\$25.00
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**Special Order Trash Clean-Up and Removal**

.00 - .25 Cubic Yards	\$40.00
.25 - .50 Cubic Yards	\$40.00
.50 - .75 Cubic Yards	\$50.00
.75 - 1.0 Cubic Yards	\$50.00
per .50 Cubic Yards > 1.0	\$10.00



**CHARTER TOWNSHIP OF YPSILANTI  
VEGETATION & CLEAN-UP ABATEMENT PROGRAM**

Company Name: \_\_\_\_\_

Improved Lots < 6,000 sf	<input type="text"/>	Premium surcharge for over 10"	<input type="text"/>
Improved Lots > 6,000 sf and < 12,000 sf	<input type="text"/>	Premium surcharge for over 10"	<input type="text"/>
Improved Lots > 12,000 sf	<input type="text"/>	Premium surcharge for over 10"	<input type="text"/>
Unimproved Lots < 6,000 sf	<input type="text"/>	Premium surcharge for over 10"	<input type="text"/>
Unimproved Lots > 6,000 sf and < 12,000 sf	<input type="text"/>	Premium surcharge for over 10"	<input type="text"/>
Unimproved Lots > 12,000 sf	<input type="text"/>	Premium surcharge for over 10"	<input type="text"/>
Margin Only (right-of-way area)	<input type="text"/>	Premium surcharge for over 10"	<input type="text"/>
Pick-up and disposal of excess trash & debris per 13-gallon trash bag (ea)	<input type="text"/>		
Special Order Trash/Debris Clean-Up and Removal		.00 - .25 Cubic Yards	<input type="text"/>
		.25 - .50 Cubic Yards	<input type="text"/>
		.50 - .75 Cubic Yards	<input type="text"/>
		.75 - 1.0 Cubic Yards	<input type="text"/>
Additional quantities:		per .50 Cubic Yards	<input type="text"/>

**CHARTER TOWNSHIP OF YPSILANTI  
VEGETATION & CLEAN-UP ABATEMENT PROGRAM**

**INSTRUCTIONS TO BIDDERS**

**PROPOSALS**

The Charter Township of Ypsilanti desires to receive bid pricing for Ordinance Violation Abatement services for vegetation/noxious weed abatement and special project debris/trash clean-up and removal. All bids must be submitted on the bid form provided and must include all required attachments listed below. The contract duration will be for a maximum of two (2) years with an option for negotiated annual renewal at rates to be determined. The Township is not obligated to negotiate a renewal and may seek new bid pricing.

The Township reserves the right to refuse any and or all bids and to waive any informalities and technicalities and to accept the bid which it deems most favorable to the interest of the Township.

**All bids must include:**

- BID FORM with complete pricing for all bid categories for which the bidder wishes to be considered (enclosed here)
- ATTACHMENT 1: Company name, address, telephone number and email address; a statement indicating the number of persons employed by the Contractor (include copies of driver's licenses or state ID cards)
- ATTACHMENT 2: A complete list of available equipment
- ATTACHMENT 3: History of similar work experience
- ATTACHMENT 4: References including names, address and telephone numbers

**SCOPE OF WORK**

The Office of Community Standards will issue written work orders and directions for the mowing and cleanup of properties, in accordance with Charter Township of Ypsilanti Code of Ordinances, Chapter 26, Articles II & III, Chapter 48, Article II, and Chapter 66, Articles II & III.

The Contractor must complete each work order within three (3) working days after the date of notification to commence work. For purposes of this contract, Saturday is considered a working day.

**HOLD HARMLESS**

The Contractor shall assume full responsibility for the protection of all pavements, curbs, bridges, railroads, poles and any other surface structures and all water mains, sewers, telephones lines, gas mains and any other underground services and structures along and near the work which may be affected by his/her operations and shall indemnify, defend and save harmless the Charter Township of Ypsilanti against all damages or alleged damages to any structure or injury to any individuals as a result of his/her operations. No tree or shrubbery of any kind shall be removed or destroyed by the Contractor without the consent of the Charter Township of Ypsilanti.

## **INSURANCE**

The Contractor shall not commence work under this contract until he has obtained all insurance as required by the Charter Township of Ypsilanti financial policy and provided for in the Contract Documents. All insurance certificates must name "*The Charter Township of Ypsilanti and its past, present, and future elected officials, appointed commissions and boards, agents and employees*" as **additional named insured** on the general liability policy with respect to the services provided under this contract.

## **SUB-CONTRACTS**

The Contractor shall not sublet, assign or transfer this contract or any portion thereof or any payment due him, without the written consent of the Charter Township of Ypsilanti.

## **INTERPRETATION OF BIDDING DOCUMENTS**

The Owner will not give verbal answers to any inquiries regarding the meaning of drawings or specifications. All explanations by bidders must be requested of the Township in writing, and if an explanation is necessary, a reply will be made in the form of an addendum to each Bidder who has received a set of the contract documents.

All addenda issued to bidders prior to date of receipt of bids shall become a part of the specifications.

## **WITHDRAWING BID**

Once a bid is submitted, it may be withdrawn when a request is made in writing and prior to the time designated in the advertisement for the opening of bids.

## **BID DEADLINE**

Bids must be submitted in a sealed envelope marked "Ordinance Abatement Bid" either by mail or hand delivered and must be received at the Clerk's Office at 7200 S Huron River Dr, Ypsilanti, MI 48197 no later than **Monday, April 18, 2011 at 9:00AM (EST)**.

The Charter Township of Ypsilanti Code of Ordinances, Sec. 2-201, "Living Wage", may be obtained from the Clerk's Office or on-line at [www.ytown.org](http://www.ytown.org).

*(End of Instructions to Bidders)*

**CHARTER TOWNSHIP OF YPSILANTI  
VEGETATION & CLEAN-UP ABATEMENT PROGRAM**

**GENERAL CONDITIONS**

**SPECIFICATIONS**

- A.** The intent of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation and all other expenses as may be necessary for the proper execution and completion of the work.
- B.** Under the direction of the Office of Community Standards, the “Vegetation & Clean-Up Abatement Program” shall include:
1. Mowing of vacant and developed properties
  2. Cleanup of vacant and developed properties
  3. Clean-up and hauling of trash and debris to an approved disposal site
- C.** The Office of Community Standards will submit authorized work orders by electronic mail (e-mail) to the Contractor which shall include:
1. The address of the property to be mowed or cleaned-up
    - Parcel number and physical description may be substituted where no street address has been assigned
  2. A description of the work to be performed and authorized
- D.** The following scope of work standards will apply for authorization of work:

**Improved Lots**

Mowing of improved lots (containing homes, commercial buildings and/or accessory structures) of various sizes in the following increments:

- Improved lots < 6,000 sf. (represents typical lot size in older neighborhoods)
- Improved lots > 6,000 sf. and < 12,000 sf. (represents typical lot size in newer neighborhoods)
- Improved lots > 12,000 sf.

\*Scope includes sweeping and/or blowing of cuttings from paved areas; includes clean-up and removal of maximum one (1) 13-gallon trash bag of trash/debris prior to cutting.

**Unimproved Lots**

Mowing of unimproved lots of various sizes in the following increments:

- Unimproved lots < 6,000 sf. (represents typical lot size in older neighborhoods)
- Unimproved lots > 6,000 sf. and < 12,000 sf. (represents typical lot size in newer neighborhoods)
- Unimproved lots > 12,000 sf.

\*Scope includes sweeping and/or blowing of cuttings from paved areas; includes clean-up and removal of maximum one (1) 13-gallon trash bag of debris prior to cutting.

**Margin Only**

Mowing of “right-of-way” margin only (typically the area between the sidewalk and street).

\*Scope includes sweeping and/or blowing of cuttings from paved areas; includes clean-up and removal of maximum one (1) 13-gallon trash bag of debris prior to cutting.

**Premium Surcharge**

An additional “premium” surcharge shall be allowed for mowing vegetation in excess of 10” with prior approval of the Office of Community Standards. In the event the majority of the vegetation on a parcel exceeds 10” in height, the Office of Community Standards may approve payment of a surcharge included in this bid proposal. This surcharge must be approved in writing prior to the start of work. Typically, the Ordinance Officer placing the work order will pre-approve a surcharge based on personal observation of conditions at the time the order is placed.

The price to complete work orders to mow parcels where the majority of vegetation is substantially higher than 16” shall be negotiated and agreed upon in advance on a case by case basis.

**Extra Large Parcels**

Mowing lots that are substantially larger than ½ -acre (21,780 sf.) will be negotiated and agreed upon in advance by the Office of Community Standards on a case-by-case basis as needed.

**Excess Debris Clean-Up per 13-gallon Trash Bag**

Vegetation mowing will include clean-up of debris and litter from the area to be mowed prior to cutting the area to avoid scattering paper and other debris. When the volume of debris is in excess of one (1) 13-gallon trash bag, the Office of Community Standards will determine if it is necessary for the contractor to collect the excess debris prior to cutting. The contractor will be compensated at a rate approved in the bid for each additional 13-gallon trash bag of debris. The contractor shall properly dispose of any and all collected debris at the Township’s compost site and forward the invoice to the Office of Community Standards for payment.

**Special Ordered Trash/Debris Clean-Up & Removal**

The contractor may on occasion be called upon to perform larger clean-up jobs unrelated to mowing services as directed by the Office of Community Standards. This work may include removal of debris, trash, junk, rubbish, litter, yard waste, goods, materials, noxious weeds, vegetation, trees, tree stumps, fences and construction materials. It may also include, but not be limited to, parts of machinery or motor vehicles, appliances, remnants of wood, metal or other castoff material. The contractor will be compensated per cubic yards of debris as approved in the bid proposal.

\*Scope includes raking and/or sweeping as necessary to completely clean up to broom clean standard; additional disposal charges allowed for tires, batteries, televisions, CRT’s, refrigerant recovery, etc.; additional costs for specialized rental equipment must be approved in writing by the Office of Community Standards prior to the start of work.

**Show-Up Fees**

No “show up fees” will be authorized or paid if the property has been brought into compliance with law by some other means prior to the contractor arriving at the property to start work.

**Timeliness and Invoices**

All work shall be completed within three (3) working days after the date of notification to commence work unless otherwise specified for special circumstances. Saturday shall be considered a working day. Inclimate weather, including but not limited to excessive heat, rain and lightning may be taken into consideration for timely completion of work. After work is completed, the Contractor shall submit a detailed invoice to the Office of Community Standards. The invoice

shall include all necessary documentation of expenses incurred to complete the job. The Office of Community Standards will inspect completed work and authorize payment on all jobs.

### **GENERAL REQUIREMENTS FOR MATERIALS AND WORKMANSHIP**

The Contractor shall furnish suitable vehicles, equipment, tools and labor to perform the work to be done. The Contractor shall also provide a valid electronic mail (email) address to the Township that can be relied upon to transmit and receive work orders. All work orders will be submitted to the Contractor via email; and a reply from the Contractor acknowledging receipt of each work order/email is required in a timely manner.

### **PERMITS**

The Contractor shall, at all times, observe and comply with, and shall cause all of his agents and employees to observe and comply with, all existing and future laws and ordinances.

### **PROTECTION OF WORK AND PROPERTY**

The Contractor shall maintain adequate protection of all his work from damage and shall protect all public property and private abutting property from injury or loss arising from its fulfillment of this contract. He/she shall, without delay, make good any such damages, injury or loss, and shall defend and save the Charter Township of Ypsilanti from all such damages or injuries occurring because of his/her work. He/she shall furnish and maintain any passageways, barricades, guard fences, lights and danger signals, watchmen and other facilities for protection required by the public authority or by local conditions, all at no additional cost to the Owner. In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor without special instruction or authorization from the Owner, shall take such action as may be necessary to prevent such threatened damage, injury or loss.

### **MAINTENANCE OF SERVICE**

Drainage through existing sewers and drains shall be maintained at all times and all nearby gutters shall be kept open for drainage.

### **STORAGE OF MATERIALS**

Materials and equipment distributed, stored and placed upon or near the site of the work shall, at all times, be so disposed as not to interfere with work being executed by other contractors in the employ of the Owner, or with street drainage, or with fire hydrants or with access thereto, and not hinder any more than may be necessary for the ordinary traffic of the street.

### **MINIMUM WAGE**

All employees involved with this contract must be paid in accordance with the Charter Township of Ypsilanti Code of Ordinances Sec. 2-201, "Living Wage". A copy of this ordinance can be obtained through the Charter Township of Ypsilanti Clerk's Office by calling (734) 484-4700.

## INSURANCE

The Contractor agrees to provide the Township with Certificates of Insurance for General Liability, Vehicle Liability, and Statutory Workers Compensation, according to the limits provided in the Charter Township of Ypsilanti Financial Policy. The Certificates of Insurance must be provided to the Township prior to the execution of the contract documents. *Examples of said insurances should be included in your bid.*

The Contractor will maintain at its own expense during the term of the Contract, the following insurances:

- a. Worker's Compensation insurance with Michigan statutory limits and employers liability insurance of \$ 1,000,000.00 minimum each accident.
- b. Broad Form Comprehensive General Liability Insurance with a combined single limits of \$1,000,000.00 each occurrence for bodily injury and property damage. Policy to include products and completed operations, independent contractors and contractual liability coverage. Policy shall be endorsed to provide 60 day written notice to the Risk Manager of any material change of coverage, cancellation or non-renewal of coverage.
- c. Township's protective policy shall be in the name of "Charter Township of Ypsilanti". Policy shall provide property damage per occurrence. **"The Charter Township of Ypsilanti and its past, present, and future elected Officials, appointed commissions and boards, agents and employees"** shall be named as **"additional named insured"** on the General Liability policy with respect to the services provided under this contract.
- d. Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with provisions of the Michigan No Fault Insurance Law. Including residual liability insurance with a minimum combined single limit of \$ 1,000,000.00 each accident for bodily injury and property damage.
- e. An umbrella policy may be used to meet some of the above requirements.
- f. All insurance policies must be held by companies licensed to do business in Michigan and such companies must be well rated and acceptable to the Charter Township of Ypsilanti.
- g. If the required insurance is not maintained at any time during the term of this Contract, the Contract shall be subject to cancellation immediately or at any time thereafter, at the sole discretion of the Charter Township of Ypsilanti. If the Township elects to exercise its option to cancel on these grounds, the Township shall so notify the Contractor of its election.
- h. All Certificates of Insurance are subject to the final approval of the Ypsilanti Township attorney.

*(End of General Conditions)*

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



**Office of Community Standards**  
  
**Ordinance Department**  
7200 S. Huron River Drive  
Ypsilanti, MI 48197  
**(734) 485-4393**  
ytown.org

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March 29, 2011

To: Nancy Wrybkowski, Deputy Clerk  
From: Mike Radzik, Director  
Office of Community Standards  
Subject: **Request for Agenda Discussion Items**  
Copy: Board of Trustees  
McLain & Winters

I respectfully request that the following items be added to the agenda for discussion only by the Board of Trustees at its next regular meeting on April 5, 2011:

- **Dairy Mart – 2375 S Grove – liquor license revocation process**

Thank you for your consideration. Please contact me with any questions or concerns.



# OTHER BUSINESS

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Check Register Report

Date: 03/28/2011

Time: 3:30 pm

Page: 2

Quarter Township of Ypsilanti

BANK: HAND CHECKS

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
				Total Checks:	54	Bank Total(excluding void checks): 938,858.85
				Total Checks:	54	Grand Total(excluding void checks): 938,858.85

Accounts Payable Checks 1,041,640.75

Hand Checks 938,858.85

Total 1,980,499.60

Check Register Report

Date: 03/28/2011

Time: 3:30 pm

Page: 1

Charter Township of Ypsilanti

BANK: HAND CHECKS

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
153680	03/09/2011	Printed	6821	AT & T	ACCT. #734 485-0084 397 9	41.22
153681	03/09/2011	Printed	6821	AT & T	ACCT. #734 480-9586 427 9	35.26
153682	03/09/2011	Printed	6821	AT & T	ACCT. #734 482-2386 398 5	69.05
153683	03/09/2011	Printed	6821	AT & T	ACCT. #734 482-5720 807 3	155.42
153684	03/09/2011	Printed	6821	AT & T	ACCT. #734 482-6733 544 5	46.86
153685	03/09/2011	Printed	6821	AT & T	ACCT. #734 483-0777 627 6	306.72
153686	03/09/2011	Printed	6821	AT & T	ACCT. #734 485-0881 149 9	86.17
153687	03/09/2011	Printed	6821	AT & T	ACCT. #734 485-1174 097 4	142.88
153688	03/09/2011	Printed	6821	AT & T	ACCT. #734 485-1992 917 7	35.46
153689	03/09/2011	Printed	6821	AT & T	ACCT. #734 485-6881 100 9	38.85
153690	03/09/2011	Printed	6821	AT & T	ACCT. #734 487-8104 411 3	269.48
153691	03/09/2011	Printed	6821	AT & T	ACCT. #734 544-3800 862 3	231.44
153692	03/09/2011	Printed	6821	AT & T	ACCT. #734 544-4100 861 3	554.74
153693	03/09/2011	Printed	0118	DTE ENERGY	GAS & ELECTRIC INVOICES	24,867.46
153694	03/10/2011	Printed	13072	PAUL ABRAHAMSE	JUROR COMPENSATION	55.50
153695	03/10/2011	Printed	13090	STACIE BOST	JUROR COMPENSATION	14.00
153696	03/10/2011	Printed	13078	SANDRA CHAMBERS	JUROR COMPENSATION	14.00
153697	03/10/2011	Printed	13076	JEFFREY COLLISON	JUROR COMPENSATION	55.50
153698	03/10/2011	Printed	13092	WILLIAM CRANFILL	JUROR COMPENSATION	14.00
153699	03/10/2011	Printed	13079	BRIAN CREARY	JUROR COMPENSATION	14.00
153700	03/10/2011	Printed	13084	KENNETH DAVIS	JUROR COMPENSATION	14.00
153701	03/10/2011	Printed	13083	YOLANDA DOUGLAS	JUROR COMPENSATION	55.50
153702	03/10/2011	Printed	13095	LAWRENCE FITZGERALD	JUROR COMPENSATION	14.00
153703	03/10/2011	Printed	13074	LARITA FREEMAN	JUROR COMPENSATION	14.00
153704	03/10/2011	Printed	13086	KELLY GREEN	JUROR COMPENSATION	14.00
153705	03/10/2011	Printed	13097	HELKI JACKSON	JUROR COMPENSATION	14.00
153706	03/10/2011	Printed	13089	RICHARD KEIGER	JUROR COMPENSATION	55.50
153707	03/10/2011	Printed	13093	MICHAEL LARVADAIN	JUROR COMPENSATION	14.00
153708	03/10/2011	Printed	13075	DIANE LAWTHER	JUROR COMPENSATION	55.50
153709	03/10/2011	Printed	13085	DAVONNA MONROE	JUROR COMPENSATION	55.50
153710	03/10/2011	Printed	13091	ANDREA NICOLAIDES	JUROR COMPENSATION	14.00
153711	03/10/2011	Printed	13077	MICHEAL OSBURN	JUROR COMPENSATION	14.00
153712	03/10/2011	Printed	13087	DEBRA SZWEDA	JUROR COMPENSATION	14.00
153713	03/10/2011	Printed	13094	ROSINA TAMMANY	JUROR COMPENSATION	14.00
153714	03/10/2011	Printed	13082	PEDRO TAN	JUROR COMPENSATION	55.50
153715	03/10/2011	Printed	13080	TRAVIS TEMEYER	JUROR COMPENSATION	14.00
153716	03/10/2011	Printed	13088	GREGORY TEUCKE	JUROR COMPENSATION	14.00
153717	03/10/2011	Printed	13081	ERIC WIZAUER	JUROR COMPENSATION	14.00
153718	03/10/2011	Printed	13073	SHILIN YE	JUROR COMPENSATION	14.00
153719	03/10/2011	Printed	13096	EMIL ZADINA	JUROR COMPENSATION	14.00
153720	03/11/2011	Printed	2600	STATE OF MICHIGAN	RENEWAL FEES - WATERCRAFT	26.00
153721	03/11/2011	Printed	6821	AT & T	ACCT. #734 483-0584 132 0	35.26
153722	03/11/2011	Printed	6821	AT & T	ACCT. #734 483-4224 435 5	172.08
153723	03/11/2011	Printed	6821	AT & T	ACCT. #734 483-9550 827 6	23.39
153724	03/14/2011	Printed	6045	QPS PRINTING	POSTAGE - NHW POSTCARDS	2,500.00
153725	03/14/2011	Printed	6647	VERMEER OF MICHIGAN, INC.	INFEED CHAIN ON COMPOST SI	4,143.80
153726	03/15/2011	Printed	6557	DEB'S CATERING	ST. PATRICK'S DAY DINNER	195.00
153727	03/15/2011	Printed	0118	DTE ENERGY	GAS & ELECTRIC INVOICES	3,020.85
153728	03/21/2011	Printed	15420	RESERVE ACCOUNT	RESERVE ACCOUNT 10230589	5,300.00
153729	03/21/2011	Printed	16065	WILD SWAN THEATER	KIDS KORNER FIELD TRIP	301.00
153730	03/21/2011	Printed	6417	YPSILANTI TWP PETTY CASH	START UP MONEY - GOLF COUR	500.00
153731	03/23/2011	Printed	16081	FORD MOTOR COMPANY	REDUCTION OF VALUE	391,505.96
153732	03/25/2011	Printed	6442	STATE OF MICHIGAN M.D.N.R.E.	COMPOST FACILITY REGISTRAT	600.00
153733	03/28/2011	Printed	2597	U.S. POSTAL SERVICE*	POSTAGE FOR MAILERS	3,000.00

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153734	03/28/2011	Printed	12040	ABRAHAM & GAFFNEY PC	PROFESSIONAL SERVICES	4,000.00
153735	03/28/2011	Printed	0235	ABSOPURE WATER COMPANY	H & C COOLER	28.00
153736	03/28/2011	Printed	8412	ACO HARDWARE	SUPPLIES	73.88
153737	03/28/2011	Printed	15172	ALEXANDER WELDING	REPAIR/WELD DOOR HING CLOI	180.00
153738	03/28/2011	Printed	6940	ALL AROUND LAWN CARE, INC.	PROFESSIONAL SERVICES	1,342.70
153739	03/28/2011	Printed	0017	ANN ARBOR CLEANING SUPPLY	SUPPLIES	528.43
153740	03/28/2011	Printed	1464	ANN ARBOR TRANSPORTATION AUTH.	A.A.T.A. CONTRACT	74,347.50
153741	03/28/2011	Printed	0022	ANN ARBOR WELDING SUPPLY CO	SUPPLIES	173.20
153742	03/28/2011	Printed	4921	FREDERICK ANSTEAD	REIMBURSEMENT - CONFERENC	860.00
153743	03/28/2011	Printed	6211	APOLLO FIRE APPARATUS REPAIR	REPLACE UNSERVICEABLE mA	90.69
153744	03/28/2011	Printed	0909	AT & T*	ACCT. #053 294-5218 001	32.23
153745	03/28/2011	Printed	0039	ATLANTIC WELDING SUPPLY	SUPPLIES	35.00
153746	03/28/2011	Printed	0215	AUTO VALUE YPSILANTI	SUPPLIES	82.74
153747	03/28/2011	Printed	0687	AUTOMATED BUSINESS MACHINES	REPAIRS & MAINTENANCE	175.00
153748	03/28/2011	Printed	6885	BACK TO NATURE LAWN CARE	LAWN CARE	893.00
153749	03/28/2011	Printed	0777	BANDIT INDUSTRIES	EQUIPMENT MAINTENANCE	318.31
153750	03/28/2011	Printed	6397	BARR ENGINEERING COMPANY	PROFESSIONAL SERVICES	2,640.00
153751	03/28/2011	Printed	15843	KATRINA BREWER	REFUND - ROOM RENTAL	80.00
153752	03/28/2011	Printed	16062	GAIL BROOKS	REFUND - ROOM RENTAL	100.00
153753	03/28/2011	Printed	1094	C & G GRINDING	SHARPEN TORO FAIRWAY REEL	550.00
153754	03/28/2011	Printed	8416	C. BARRON & SONS	RESUPPLY DIESEL FUEL AT HE/	2,988.72
153755	03/28/2011	Printed	1193	CARROT-TOP INDUSTRIES, INC.	MICHIGAN FLAGS	320.34
153756	03/28/2011	Printed	6015	CENTRON DATA SERVICES	ASSESSMENT NOTICES 2011	1,648.23
153757	03/28/2011	Printed	0825	CITY OF YPSILANTI	8 TONS OF SALT. SINGLE SOUR	405.30
153758	03/28/2011	Printed	6410	COACH'S CATASTROPHE CLEANING	EMERGENCY-ABATEMENTOF M	1,225.52
153759	03/28/2011	Printed	16051	LARRY COLLINS	REFEREE	48.00
153760	03/28/2011	Printed	0363	COMCAST CABLE	ACCT. #09588 307929-01-7	68.95
153761	03/28/2011	Printed	0363	COMCAST CABLE	ACCT. #09588 290641-01-7	30.77
153762	03/28/2011	Printed	0363	COMCAST CABLE	ACCT. #09588 352887-01-2	74.95
153763	03/28/2011	Printed	0363	COMCAST CABLE	ACCT. #09588 302000-01-0	74.23
153764	03/28/2011	Printed	0363	COMCAST CABLE	ACCT. #0958 284370-01-0	81.18
153765	03/28/2011	Printed	8349	COMCAST CABLE	ACCT. #09588 290692-01-0	79.95
153766	03/28/2011	Printed	8349	COMCAST CABLE	ACCT. #09588 344688-01-4	193.00
153767	03/28/2011	Printed	1312	COMPLETE BATTERY SOURCE	SUPPLIES	57.73
153768	03/28/2011	Printed	0582	CONGDON'S	SUPPLIES	618.88
153769	03/28/2011	Printed	16060	ERIC COPELAND	REIMBURSEMENT - REGISTRATI	25.00
153770	03/28/2011	Printed	6704	CTI AND ASSOCIATES, INC.	SAMPLING & TESTING OF POTEI	1,150.00
153771	03/28/2011	Printed	15793	DIRECT FITNESS SOLUTIONS	Fitness equipment from the gra	3,160.00
153772	03/28/2011	Printed	15155	EDWARDS SEWER AND DRAIN	REPAIR AND ADJUST BATHROO	429.00
153773	03/28/2011	Printed	6951	EMERGENCY VEHICLES PLUS	REPLACE ELKHART SENSOR LA	1,304.64
153774	03/28/2011	Printed	6421	ROBERT ENGEL	MEDICARE REIMBURSEMENT	2,314.80
153775	03/28/2011	Printed	15762	EXECUTIVE DEVELOPMENT INSTITUT	FIRE CHIEF TO ATTEND ANNUAL	850.00
153776	03/28/2011	Printed	1200	FEDERAL EXPRESS CORPORATION	POSTAGE	79.03
153777	03/28/2011	Printed	6419	FIRE ENGINEERING	MEMBERSHIP	21.00
153778	03/28/2011	Printed	15421	FLEET SERVICES	GAS & OIL	1,744.01
153779	03/28/2011	Printed	15800	FRAZA FORKLIFT	PUMP REPLACEMENT FOR SCRI	139.74
153780	03/28/2011	Printed	0073	GENE BUTMAN FORD	REPAIRS	640.56
153781	03/28/2011	Printed	1233	GORDON FOOD SERVICE INC.	SUPPLIES	141.96
153782	03/28/2011	Printed	6161	GOVERNMENTAL CONSULTANT	PROFESSIONAL SERVICES	2,850.00
153783	03/28/2011	Printed	0107	GRAINGER	SUPPLIES	1,303.09
153784	03/28/2011	Printed	0070	GREAT LAKES TELECOM, INC.	TELEPHONE	339.28
153785	03/28/2011	Printed	11957	GRIFFIN PEST SOLUTIONS	LOCATION: STATION #4	87.00
153786	03/28/2011	Printed	15368	GROSS ELECTRIC	AUTO & TRUCK MAINTENANCE	4.46
153787	03/28/2011	Printed	0426	GUARDIAN ALARM	BILLING: 7200 S. HURON RIVER	305.19

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153788	03/28/2011	Printed	0426	GUARDIAN ALARM	BILLING: 7200 S. HURON RIVER	305.19
153789	03/28/2011	Printed	0158	MARK HAMILTON	ATTORNEY FEES - APRIL 2011	1,500.00
153790	03/28/2011	Printed	6542	HARBOR FREIGHT	SUPPLIES	45.98
153791	03/28/2011	Printed	6547	HERITAGE NEWSPAPERS	PUBLISHING	185.60
153792	03/28/2011	Printed	8410	HERTZ EQUIPMENT RENTAL CORP.	COMPLETE OSHA REQUIRED AN	341.71
153793	03/28/2011	Printed	0503	HOME DEPOT	SUPPLIES	202.63
153794	03/28/2011	Printed	0174	HONEYWELL	ENERGY IMPROVEMENT	103,142.00
153795	03/28/2011	Printed	6420	MICHAEL HOUGHTON	REIMBURSEMENT - CONFERENC	609.16
153796	03/28/2011	Printed	2898	HURON VALLEY AMBULANCE	FIRE DISPATCHING SERVICES	5,937.58
153797	03/28/2011	Printed	8119	ICLE	PUBLISHING	112.50
153798	03/28/2011	Printed	5420	INTAB	FLIP PENS FOR ELECTIONS	202.50
153799	03/28/2011	Printed	6237	INTERNATIONAL CODE COUNCIL	ORDINANCE & ZONING CODE BC	814.36
153800	03/28/2011	Printed	5641	INTERNATIONAL CODE COUNCIL*	MEMBERSHIP DUES	100.00
153801	03/28/2011	Printed	15776	JIMS COLLISION	INSTALL "E-14-4" ON HOSE BED	2,005.25
153802	03/28/2011	Printed	4467	JOHN DEERE LANDSCAPES	SUPPLIES	61.82
153803	03/28/2011	Printed	8471	BRUCE JOHNSON	MEDICARE REIMBURSEMENT	2,316.00
153804	03/28/2011	Printed	6357	JUMP-A-RAMA	CHEER PROGRAM INSTRUCTION	227.50
153805	03/28/2011	Printed	15808	KIDDY KEYS	KIDDY KEYS PROGRAM INSTRU	112.00
153806	03/28/2011	Printed	16059	KRISTAL KINDALL	OVERPAYMENT - DOG LICENSE	4.00
153807	03/28/2011	Printed	6127	KOCH & WHITE	OVERPAYMENT OF PE11-0044	15.00
153808	03/28/2011	Printed	0391	KONICA MINOLTA - ALBIN	SUPPLIES	107.24
153809	03/28/2011	Printed	15493	ADAM KURTINAITIS	ELECTRICAL INSPECTIONS	690.00
153810	03/28/2011	Printed	16063	MELINDA LAWRENCE	REFUND - ROOM RENTAL	130.00
153811	03/28/2011	Printed	0341	LAWSON PRODUCTS, INC.	HAND SOAP FOR GARAGE	184.61
153812	03/28/2011	Printed	6446	LEVEL 3 COMMUNICATIONS, LLC	TELEPHONE	663.04
153813	03/28/2011	Printed	15990	LONGS OUTDOOR POWER	REPAIR PORTABLE GENERATOR	292.81
153814	03/28/2011	Printed	6467	LOWES	SUPPLIES	995.09
153815	03/28/2011	Printed	16061	PAUL MAJEWSKI	REFUND OF FEES ALREADY PAI	75.00
153816	03/28/2011	Printed	15550	MATTA BLAIR, PLC	PROFESSIONAL SERVICES	1,711.60
153817	03/28/2011	Printed	16001	MICHAEL MEYER	REFEREE	135.00
153818	03/28/2011	Printed	0075	MICHIGAN DISTRICT JUDGES ASSOC	MEMBERSHIP	200.00
153819	03/28/2011	Printed	15402	MIDWEST MEDICAL CENTER	HOSPITAL PHYSICALS	105.00
153820	03/28/2011	Printed	0040	MSW PRINT & IMAGING	SUPPLIES	297.90
153821	03/28/2011	Printed	2986	NAPA AUTO PARTS*	AUTO PARTS	409.63
153822	03/28/2011	Printed	15195	MARK NELSON	MAGISTRATE FEES - APRIL 2011	1,875.00
153823	03/28/2011	Printed	4591	NISWANDER ENVIRONMENTAL, LLC	PROFESSIONAL SERVICES	1,011.82
153824	03/28/2011	Printed	1937	OFFICE DEPOT	REPLENISH SUPPLY OF PAPER	1,797.15
153825	03/28/2011	Printed	2997	OFFICE EXPRESS	SUPPLIES	598.20
153826	03/28/2011	Printed	8685	OFFICE MAX	SUPPLIES	250.00
153827	03/28/2011	Printed	6893	OFFICE MAX* #434705	SUPPLIES	75.52
153828	03/28/2011	Printed	0309	ORCHARD, HILTZ & MCCLIMMENT INC	PROFESSIONAL SERVICES	3,803.25
153829	03/28/2011	Printed	0147	OSCAR W. LARSON CO.	REPLACE DIESEL FUEL PUMP N	131.50
153830	03/28/2011	Printed	0913	PARKWAY SERVICES, INC.	RENTAL - HYDRO DAM	120.00
153831	03/28/2011	Printed	2966	PITNEY BOWES	REPLENISH SUPPLIES FOR POS	263.82
153832	03/28/2011	Printed	6203	PITTSFIELD CHARTER TOWNSHIP	INSPECTIONS	3,360.00
153833	03/28/2011	Printed	16008	PRIORITY ONE EMERGENCY	EMERGENCY WARNING LIGHT E	315.19
153834	03/28/2011	Printed	6045	QPS PRINTING	SUPPLIES	124.93
153835	03/28/2011	Printed	15987	EDGAR RAINY	REFEREE	228.00
153836	03/28/2011	Printed	16052	WARREN REED	REFEREE	96.00
153837	03/28/2011	Printed	15386	RICOH AMERICAS CORPORATION	EQUIPMENT RENTAL	1,808.72
153838	03/28/2011	Printed	16064	JUDY ROBERSON	REFUND - YOUTH B-BALL	75.00
153839	03/28/2011	Printed	16029	RW MANAGEMENT GROUP, INC.	PROFESSIONAL SERVICES	1,147.50
153840	03/28/2011	Printed	0634	SAM'S CLUB DIRECT	SUPPLIES	706.90
153841	03/28/2011	Printed	0176	SEMCOG	MEMBERSHIP DUES	6,661.00

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153842	03/28/2011	Printed	0433	ART SERAFINSKI	REIMBURSEMENT - DJ SERVICE	100.00
153843	03/28/2011	Printed	16058	SHARON'S HEATING AND	OVERPYMT - MECHANICAL PERI	15.00
153844	03/28/2011	Printed	0395	SHRADER TIRE & OIL	REPAIRS	295.75
153845	03/28/2011	Printed	12085	SMAFC	MEMBERSHIP	40.00
153846	03/28/2011	Printed	2990	SOUTHEASTERN EQUIPMENT	EQUIPMENT #248 CASE 75XT SK	3,011.79
153847	03/28/2011	Printed	1507	SPARTAN DISTRIBUTORS	REPAIR PARTS	354.13
153848	03/28/2011	Printed	0399	SPEARS FIRE & SAFETY SERVICE	FIRE & SAFETY SERVICES	588.00
153849	03/28/2011	Printed	15897	GARY STAFFORD	REFEREE	219.00
153850	03/28/2011	Printed	15362	STANDARD & POOR'S	ANNUAL SURVEILLANCE FEE	2,000.00
153851	03/28/2011	Printed	3212	STANLEY CONVERGENT SECURITY	MONITORING & MAINTENANCE	753.96
153852	03/28/2011	Printed	6442	STATE OF MICHIGAN M.D.N.R.E.	WATER USE REPORTING FEE	200.00
153853	03/28/2011	Printed	0632	STERICYCLE INC	MEDICAL WASTE DISPOSAL	157.55
153855	03/28/2011	Printed	1235	SURE-FIT LAUNDRY COMPANY	LAUNDRY - FIRE DEPT.	2,154.58
153856	03/28/2011	Printed	1227	TARGET INFORMATION	SUPPLIES	234.28
153857	03/28/2011	Printed	4402	TDS METROCOM	ACCT. #825 609 0021	883.24
153858	03/28/2011	Printed	8063	TELEGRATION	ACCT. #8119-0000	58.81
153859	03/28/2011	Printed	4779	U.S. BANK, N.A.	CAPITAL IMPROVEMENT BOND	41,793.13
153860	03/28/2011	Printed	4779	U.S. BANK, N.A.	BOND & INTEREST	117,435.00
153861	03/28/2011	Printed	15989	UNITED STATES GOLF ASSOC	MEMBERSHIP DUES	110.00
153862	03/28/2011	Printed	3082	UNIVERSITY TRANSLATORS	TRANSLATORS SERVICES	140.00
153863	03/28/2011	Printed	0497	VAN BUREN STEEL & FABRICATING	MAINTENANCE SUPPLIES	487.25
153864	03/28/2011	Printed	1475	VERIZON WIRELESS	ACCT. #385474612-00001	2,124.65
153865	03/28/2011	Printed	1354	VESCO OIL CORPORATION	SYSTEM ANALYSIS	51.80
153866	03/28/2011	Printed	6627	VICTORY LANE	AUTO MAINTENANCE	150.07
153867	03/28/2011	Printed	16082	VISTEON COPORATION	REFUND - INSPECTION BOND	4,820.00
153868	03/28/2011	Printed	0895	WASHTENAW COUNTY	SHERIFF PATROL	391,545.08
153869	03/28/2011	Printed	0444	WASHTENAW COUNTY TREASURER#	SHERIFF PATROL	60,070.85
153870	03/28/2011	Printed	15934	WASTE MANAGEMENT	ACCT. #389-0054717-1389-0	710.54
153871	03/28/2011	Printed	6039	WASTE MANAGEMENT*	RECYCLE CONTRACT	147,407.95
153872	03/28/2011	Printed	4263	WOLVERINE FREIGHTLINER	AUTO MAINTENANCE	252.89
153873	03/28/2011	Printed	0480	YPSILANTI COMMUNITY	ACCT. #4-087-560150-01	3,276.88
153874	03/28/2011	Printed	0729	ZEP MANUFACTURING COMPANY	SUPPLIES	206.18
				<b>Total Checks:</b>	<b>140</b>	
				<b>Grand Total(excluding void checks):</b>	<b>1,041,640.75</b>	