# CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

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

July 19, 2011

Regular Meeting – 6:30 p.m.

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

# DEPARTMENTAL REPORTS

				вι	JILDING	D	EPARTME	ΕΝΤ	MONTHLY	<b>REPORT</b>	「- Ju	ne, 20	011			
Permit Type	Jan	Feb	Mar		April		May		June	July	A	Aug	:	Sept	Oct	Nov
Building	34	43	158		132		98		125							
-	\$ 7,637	\$ 5,270	\$ 10,251	\$	14,959	\$	12,823	\$	18,000							
Electrical	19	18	15		36		39		26							
	\$ 1,545	\$ 1,275	\$ 1,260	\$	2,355	\$	2,760	\$	1,600							
Mechanical	58	33	36		30		54		57							
	\$ 3,594	\$ 1,635	\$ 1,785	\$	3,735	\$	3,060	\$	3,566							
Plumbing	25	24	25		35		34		30							
	\$ 1,455	\$ 1,470	\$ 1,755	\$	1,845	\$	2,160	\$	1,995							
Zoning	2	1	1		12		18		17							
-	\$ 90	\$ 45	\$ 45	\$	540	\$	810	\$	765							
Sub Totals	138	119	235		245		243		255							
	\$ 14,321	\$ 9,695	\$ 15,096	\$	23,434	\$	21,613	\$	25,926	\$-	\$	-	\$	-	\$ -	\$ -
TOTAL YTD								\$	110,085							
2010								•	,							
PERMIT TYPE	Jan	Feb	Mar		April		May		June	July	A	Aug	:	Sept	Oct	Nov
Building	60	35	76		. 86		101		113			-		•		
J	\$ 9,412	\$ 8,480	\$ 11,744	\$	12,686	\$		\$	14,869							
Electrical	19	<b>1</b> 9	35		28		26		26							
	\$ 1,440	\$ 1,680	\$	\$	2,610	\$	1,935	\$	2,160							
Mechanical	43	41	50		45		34		38							
	\$ 2,775	\$ 2,665	\$ 3,090	\$	2,866	\$	2,388	\$	2,250							
Plumbing	34	41	43		32		21		29							
U	\$ 1,875	\$ 2,745	\$		2,430	\$	1,350	\$	1,890							
Zoning	0	0	7		21		29		17							
•	\$ -	\$ -	\$ 315	\$	990	\$	1,305	\$	765							
Sub Totals	156	136	211		212		211		223							
	\$ 15,502	\$ 15,570	\$ 20,099	\$	21,582	\$	22,507	\$	21,934							
TOTAL YTD								\$	117,194							
INSPECTIONS	Jan	Feb	Mar		April		May		June	July	A	Aug		Sept	Oct	Nov
Total 2011	319	238	280		<b>5</b> 311		371		369			5				
Total 2010	292	220	361		366		379		358							
Total 2009	323	315	340		337		350		372							
Total 2008	460	352	326		432		432		628							
Total 2007	419	363	395		511		511		549							
<b>RENTAL INSPS</b>	Jan	Feb	Mar		April		May		June	July	A	Aug		Sept	Oct	Nov
Total 2011	95	49	102		· 146		129		179	-		-		-		
Total 2010	214	170	139		216		223		158							

### **YPSILANTI TOWNSHIP FIRE DEPARTMENT**

### **MONTHLY REPORT**

#### JUNE 2011

Fire Department staffing levels are as follows:

1 Fire Chief	1 Interim Fire Marshal	3 Shift Captains
2 Shift Lieutenants	19 Fire Fighters	1 Probationary Fire Fighter
1 Clerk III / Staff Support		

All fire department response personnel are licensed as emergency medical technicians by the State of Michigan Public Health. During the month, the fire department responded to 315 requests for assistance. Of those requests, 227 were medical emergency service calls, with the remaining 88 incidents classified as non-medical and/or fire related.

Department activities for the month of June, 2011:

- 1) The Public Education Department participated in the following events:
  - a) Charity Golf Event held on June 25th by U & I Cleaners, who presented a donation check to the Fire Department in the amount of \$ 1,000.00
  - b) Fire truck demonstration at Adventure Daycare
  - c) Car seat fittings
- 2) Fire fighters attended 9 neighborhood watch meetings
- 3) Fire fighters received training in the following areas:
  - a) Washtenaw County Tech Rescue training
  - b) Washtenaw County HazMat training
  - c) Western Wayne Tech Rescue training
  - d) Collapse Operations training

The Interim Fire Marshall had these activities for the month of June, 2011:

- 1) Inspections / Testings completed:
  - a) Fire Investigations with follow-ups: 2
  - b) Fire & Life Safety Inspections: 2
  - c) Burn Permit inspections / permits issued: 3
  - d) Fire Alarm testing: 1
  - e) Fire Water Flow testing: 2
- 2) Mutual Aid Responses:
  - a) None for June, 2011

Page 2

- 3) Attended 3 meetings:
  - a) Knox Box Alarm meeting
  - b) HazMat Team meeting
  - c) WAMAA meeting in Pittsfield Township
- 4) Training:
  - a) Fire Inspector 1 class in Port Huron, MI
  - b) Plans Review class in Port Huron, MI
  - c) HazMat Team training
- 5) Assisted EPA with the Daytona Road investigation

The Fire Chief attended 3 meetings / events for the month of June, 2011:

- 1) Western Wayne Fire Chiefs meeting in Westland, MI
- 2) WAMAA meeting in Pittsfield Township
- 3) Charity Golf event held on June 25<sup>th</sup> by U & I Cleaners

There were no injuries and no deaths reported this month for civilians.

There were no injuries and no deaths reported this month for fire fighters.

This month the total fire loss, including vehicle fires, is estimated at *\$385,200.00*. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 06/01/2011	2134 Margery	\$ 2,200.00
2) 06/01/2011	8869 Textile	\$ 0.00 (cooking)
3) 06/06/2011	948 Maplewood	\$ 0.00 (cooking)
4) 06/07/2011	W Michigan Ave	\$ 0.00 (vehicle)
5) 06/10/2011	1290 E Clark	\$ 180,000.00
6) 06/13/2011	Textile	\$ 0.00 (brush)
7) 06/19/2011	221 Taft	\$ 180,000.00
8) 06/20/2011	7600 Textile	\$ 0.00 (brush)
9) 06/20/2011	291 S Ford Blvd	\$ 20,000.00
10) 06/23/2011	2420 Ellsworth #204	\$ 0.00 (cooking)
11) 06/26/2011	1465 Russell	\$ 0.00 (cooking)
12) 06/29/2011	5752 Pineview Dr	\$ 0.00 (cooking)
13) 06/29/2011	2456 Lakeshore Blvd	\$ 3,000.00 (cooking)
14) 06/29/2011	655 N Miami #3	\$ 0.00 (cooking)

Respectfully submitted by,

Rhonda Bates, Clerk

Charter Township of Ypsilanti Fire Department

Attachment: Fire House Incident Type Report (Summary) 06/01/2011 - 06/31/2011

### Ypsilanti Township Fire Department

### Incident Type Report (Summary)

## Alarm Date Between $\{06/01/11\}$ And $\{06/30/11\}$

Incident Type          1 Fire         100 Fire, Other         111 Building fire         113 Cooking fire, confined to container         131 Passenger vehicle fire		Incidents	· · · · · · · · · · · · · · · · · · ·	Losses
100 Fire, Other 111 Building fire 113 Cooking fire, confined to container	-			
111 Building fire 113 Cooking fire, confined to container	1	0.32%	\$0	0.00%
113 Cooking fire, confined to container	6	1.90%	\$385,200	100.00%
	4	1.27%	\$0	0.00%
	1	0.32%	\$0	0.00%
142 Brush or brush-and-grass mixture fire	2	0.63%	\$ 0	0.00%
	14	4.44%	\$385,200	100.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	27	8.57%	\$0	0.00%
311 Medical assist, assist EMS crew	32	10.16%	\$0	0.00
321 EMS call, excluding vehicle accident with in	jun1y52	48.25%	\$0	0.00
322 Motor vehicle accident with injuries	7	2.22%	\$0	0.00
324 Motor Vehicle Accident with no injuries	8	2.54%	\$0	0.00%
381 Rescue or EMS standby	1	0.32%	\$0	0.00%
	227	72.06%	\$0	0.00%
<b>4 Hazardous Condition (No Fire)</b> 411 Gasoline or other flammable liquid spill 412 Gas leak (natural gas or LPG)	3	0.95% 0.32%	\$0 \$0	0.00% 0.00%
413 Oil or other combustible liquid spill	1	0.32%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	3	0.95%	\$0	0.00%
441 Heat from short circuit (wiring), defective/	worn 1	0.32%	\$0	0.00
444 Power line down	2	0.63%	\$0	0.00%
445 Arcing, shorted electrical equipment	1	0.32%	\$0	0.00%
463 Vehicle accident, general cleanup	2	0.63%	\$0	0.00%
	14	4.44%	\$0	0.00%
5 Service Call				
500 Service Call, other	3	0.95%	\$0	0.00%
510 Person in distress, Other	2	0.63%	\$0	0.00%
512 Ring or jewelry removal	1	0.32%	\$0	0.00%
531 Smoke or odor removal	2	0.63%	\$0	0.00
551 Assist police or other governmental agency	1	0.32%	\$0	0.00
561 Unauthorized burning	4	1.27%	\$0	0.00 <sup>%</sup>
	13	4.13%	\$0	0.00%
6 Good Intent Call	07	0 578	<u>۲</u>	0 009
611 Dispatched & cancelled en route	27	8.57%	\$0 \$0	0.00%
622 No Incident found on arrival at dispatch add	ress 2	0.63	\$0	0.00

### Ypsilanti Township Fire Department

### Incident Type Report (Summary)

## Alarm Date Between $\{06/01/11\}$ And $\{06/30/11\}$

		Pct of	Total	Pct of
Incident Type	Count	Incidents	Est Loss	Losses
6 Good Intent Call				
631 Authorized controlled burning	3	0.95%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.32%	\$0	0.00%
652 Steam, vapor, fog or dust thought to be smoke	e 2	0.63%	\$0	0.00%
671 HazMat release investigation w/no HazMat	1	0.32%	\$0	0.00%
	36	11.43%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	3	0.95%	\$0	0.00%
730 System malfunction, Other	1	0.32%	\$0	0.00%
733 Smoke detector activation due to malfunction	1	0.32%	\$0	0.00%
735 Alarm system sounded due to malfunction	2	0.63%	\$0	0.00%
736 CO detector activation due to malfunction	2	0.63%	\$0	0.00%
743 Smoke detector activation, no fire - unintent	ionall	0.32%	\$0	0.00%
-	10	3.17%	\$0	0.00%
9 Special Incident Type				
900 Special type of incident, Other	1	0.32%	\$0	0.00%
	1	0.32%	\$0	0.00%
Total Incident Count: 315 Tot	al Es	t Loss:	\$385,200	

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



7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-0065 Fax: (734) 484-5160 <u>www.ytown.org</u>

# MEMORANDUM

- **TO:** Charter Township of Ypsilanti Board of Trustees
- **FROM:** Karen Wallin Human Resource Department
- **DATE:** July 11, 2011

#### **RE:** Monthly Report

The items below are projects that the Human Resource Department is currently working on, in addition to the day to day operations of the department.

- Continue to work with GDI on the implementation of the new time and attendance program. Reviewed and updated training manual used in the Supervisory Training held on Tuesday, June 28<sup>th</sup>.
- Reviewed application/resumes received for the Appraiser II/Clerk. We are hoping to schedule interviews the week of July 18<sup>th</sup>. We will be interviewing a total of 3 candidates.
- Prepared proposal for health care agents and will be forwarding information out to a total of 11 companies.
- Meeting between the AFSCME union representatives and management was held on June 20<sup>th</sup> to focus on building better communication and to address employee concerns. Meeting went very well according to both union and management.
- Promotional Written Testing for Fire Department was held on Tuesday, June 21<sup>st</sup> with a total of 5 individuals being tested. Two individuals were offered the opportunity to participate in the Oral Boards of the testing that took place on Tuesday, June 28<sup>th</sup>. Both individuals passed the oral boards. Results will be forward to the Civil Service Commission for certification.
- Coordinated visit from Costco representative offering membership to Township employees.

Please feel free to contact me regarding these or any other Human Resource questions.

Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Freasurer LARRY J. DOE Frustees 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

TO: Township Board

FROM: Tammie Keen, Neighborhood Watch Coordinator

DATE: July 12, 2011

RE: July 2011 Report

Neighborhood Watch continues to be busy. The Stevens Recreation Park group, which hasn't met in quite some time will begin meeting again next week. I have also received calls from two other neighborhoods who are interested in forming their own groups.

Ron Fulton and Mike Radzik attended the Gault Village meeting in June and Ron provided residents with an update on the Gault Village shopping center and Liberty Square.

Since the last report, I attended meetings for the following groups:

Lay Gardens/Hannah Gault Village Sugarbrook Oaklawn/Hawthorne Westlawn Bud/Blossom Huron Meadows Holmes Road

The meeting for Huron Meadows was a special meeting called due to a break in the area. I attended that meeting on July 11<sup>th</sup> and Supervisor Stumbo attended the West Willow NHW meeting for me.

During this time period, approximately 40 hours were spent on Neighborhood Watch preparation, meetings and follow up and 119.25 hours were spent on duties within the Supervisor's Office and on payroll.

The following meetings are also scheduled in July:

Lincoln Huron Heights/Huron Ridge Cliffs on the Bay Stevens Recreation Park Gault Village Sugarbrook Valley Drive Lay Gardens/Hannah Roundtree Condominiums

Perry Thomas with YCUA is schedule to attend the August meeting for the Lakeview group to discuss the wastewater treatment plant.

If you have any questions, please let me know.

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

## TO: The Charter Township of Ypsilanti Board Members

FROM: Mark Giffin – Ordinance Administrator

RE: Monthly Report for June 2011

ACTIVITIES:	#	YTD	10 TD
NEW COMPLAINTS	588	1624	1594
INSPECTIONS	1311	3580	3389
NOTICE OF VIOLATIONS ISSUED	323	894	915
COMPLAINTS CLOSED	763	1715	1576
VEHICLES TAGGED 48 HOURS	11	58	42
MUNICIPAL CIVIL INFRACTION TICKETS ISSUED	24	62	58
PEDDLER PERMITS ISSUED	01	04	06

## ADDITIONAL STATISTICAL INFORMATION:

HOURS OF COMPLAINT INVESTIGATION 20	)2.67
HOURS OF OFFICE FOLLOW-UP 17	15.25
HOURS OF COURT, TRAINING/MEETINGS	6.67
TOTAL OF HOURS WORKED	24.59
TOTAL OF MILES DRIVEN 1	873
DAYS WORKED Mark Giffin21 Bill Elling	

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

## **MEMORANDUM**

July 8, 2011

**Township Board** To:

From: Joe Lawson Planning and Development Coordinator

#### Re: Planning Division (OCS) June 2011 report

Please be advised of the following activities related to the Planning Department for June 2011.

### **Planning Commission Activity**

The Planning Commission held their regularly scheduled meeting on the evening of June 28, 2011.

During the June 28th meeting, the Commission considered 5 action items.

The first agenda item was to consider the special conditional use permit application for the establishment of a group daycare home, providing care for up to 12 children and to be located at 7991 Berwick. After the public hearing, it was noted that the applicant did not have the required 4-foot fence encompassing her rear yard. Due to this fact, the Commission table this request until such time that the applicant has installed the necessary fence.

The second action item was a request from staff for the Commission to consider the revocation of the Class 'A' Non-Conforming Use designation awarded to 896 N. Harris in 2002. Staff has made this request due to the fact that the property owner and those having beneficial use of the property have not satisfied the conditions noted within the 2002 approval, in particular a number of site improvements and landscaping. As requested, the Commission took testimony from the business operator and property owner in addition to comments from the general public. It was also requested that the Commission take no action during this particular meeting but to authorize staff and the Attorney's office to draft a proposed resolution rescinding the previously approved designation. It is the intent of staff to present the proposed resolution back to the Commission during their July 26, 2011 meeting date.

The third agenda item was a public hearing to consider the request for a special conditional use to permit the outdoor display and sale of used automobiles to be located at 835 Ecorse Road. After the public hearing was held, staff requested that the Commission table this item due to the fact that a proper site plan was not submitted for review or consideration. The Commission honored the recommendation of staff and tabled this item in order to allow the applicant an opportunity to prepare the necessary site plan outlining where and how many vehicles will be displayed at this property.

The fourth agenda item was preliminary site plan review for the proposed Speedway Gas Station located at 1395 East Michigan Avenue. Speedway representatives are proposing to demolish the existing structure and construct a new 3,900 square-foot facility similar to the facility located at West Michigan and Hewitt. After the presentation and a staff recommendation, the Commission passed a motion to approve the preliminary site plan with a few minor conditions.

The fifth agenda item was a tabled item from the previous meeting. The applicant was requesting the consideration of a special conditional use permit to allow the establishment of a group daycare home, providing care for up to 12 children and to be located at 776 East Grand Boulevard. After a discussion with the applicant, the Commission approved the special conditional use request with conditions.

#### **Plans in Process**

Blackmore Addition II – 10800 Blackmore Avenue: The final engineering plans have been submitted and are currently in their second review. Currently the plans area awaiting the final approval from the Washtenaw County Road Commission due to an issue of storm water storage within the County right-of-way.

Speedway – 1395 East Michigan: The preliminary site plan has been approved. Staff is currently awaiting submission of the final engineering plans for review. Speedway representative Kerry Trombley has stated Speedway would like to start construction on September 6<sup>th</sup>. Staff will do everything possible to accommodate this start date.

Burning Bush Church of God – 770 James L. Hart Parkway: As of this report, staff has scheduled a meeting with the Township Attorney to discuss and review the proposed development agreement requested by the Township Board of Trustees as a condition of approval. Once the development agreement is in proper form, the document will be presented to the full Board for review and approval.

A1 Auto Salvage – 2574 State Road: The property owner of A1 Auto Salvage is currently going through the preliminary site plan review process requesting consideration of a 5.95 acre expansion of their existing storage yard as related to their scrap and recycling business. Should the reviews come back favorable, this item may be before the Planning Commission for review and consideration during their regularly scheduled July meeting date.

### **Zoning Board of Appeals**

During the regularly scheduled July 6th meeting date, the ZBA was presented with two agenda items for their consideration.

2448 Washtenaw – The representatives of Cueter Chrysler, Dodge, Jeep and Ram, located at 2448 Washtenaw, requested a variance in order to permit the construction of a new 30-foot tall, 103.64 square-foot ground sign associated with the dealership. It was the understanding of the Board and Staff that the applicant has two options from Chrysler corporate, the proposed sign or a 6' x 6' ground sign. After the public hearing was held, the Zoning Board passed a motion to approve the sign as requested with the condition that all necessary building and/or trade permits be obtained prior to installation and the applicant provide staff in writing the sign options dictated by Chrysler.

81 Emerick Street – The owner of the property requested the consideration of the Zoning Board in order to permit the re-utilization of an existing non-conforming sign pole to allow the installation of a new sign box associated with a new auto body shop to be located at this location. After the public hearing, the Zoning Board passed a motion to approve the requested variance with the request with the condition that all necessary building and/or trade permits be obtained prior to installation.

#### **Committee Meetings**

Re-Imagine Washtenaw – Since the resignation of Ms. Anya Dale, the Re-Imagine Washtenaw Committee has yet to meet. At last update, the Committee is still awaiting a revision to the State legislation in order to permit the expansion of a "Board" large enough so that all governing bodies are property represented. The current legislation places a cap on the number of representatives which does not permit four communities such as ours to form a properly representative body.

Complete Streets – No meetings have taken place since my last report.

WATS Technical Committee – The July meeting was canceled due to a lack of agenda items.

#### Administrative Items:

The Development Team is currently scheduled to meet with LSL representatives on July 21<sup>st</sup> to kick off our upcoming Master Plan Update. Once an appropriate timeline has been established through this meeting, the timeline will be presented to the Planning Commission and Board in order to authorize the sending of notice of our intent to all necessary parties including our neighboring communities. I anticipate the entire master plan process taking 12-15 months to complete. This process will include a number of public input sessions and possible the utilization of committees. I will provide updates as we go.

Staff continues to work with the Attorney's office on a number of nuisance abatement cases. In particular, review hearings were held in relation to 1009 Sweet, 1854 Cadillac Street, the Daytona Junk yard and 7905 Ramblewood.

Please see the attached list of site plans and development are presently in the review and development process.

Please contact me at my office (734-544-3651) or by email at jlawson@ytown.org

Residential						
Project 1	Type	Location	Status	Developer	Site Planner	Filing Date
Creekside Farms Subdivision	Single Family Planned Development	Section 27 – 92 lots North side of Merritt Rd, east of Whittaker 49.33 acres \$280 - \$340k	Plan has expired Wetland Mitigation Project in process.	Pulte Homes of Michigan 26622 Woodward Ave Suite 110 Royal Oak, MI 48067 248-414-2038	Atwell-Hicks Inc 500 Avis Dr. # 100 Ann Arbor, MI 48108 734-994-4000	7/19/00
Creekside Village East	Single Family	Section 26 – 250 lots East side of Tuttle Hill and Merritt Rd 93.47 acres \$190 - \$250k	Phase I - Under Construction	Pulte Homes of Michigan 26622 Woodward Ave Suite 110 Royal Oak, MI 48067 248-546-2300	\$170 - \$250k	12/15/99
Creekside Village South	Planned Development Single Family	Section 34 – 181 lots West side of Tuttle Hill, South of Martz 62.26 acres \$170 - \$250k	Phase I - Under Construction Project split into two condos Creekside South & Manors at Creekside	Pulte Homes of Michigan 26622 Woodward Ave Suite 110 Royal Oak, MI 48067 248-546-2300	\$150- 225k	5/6/98
Creekside Village West	Single Family	Section 27 – 197 lots West side of Tuttle Hill, North of Merritt 148.21 acres	Under Construction 28 Lots Remaining	Pulte Homes of Michigan 26622 Woodward Ave Suite 110 Royal Oak, MI 48067 248-546-2300	\$240 - \$400k	
Crystal Ponds	Single Family Attached & Detached condos	Section 25 – 90 units East side of Bunton south of Textile 49.37 acres	Under Construction Taken over by Sterling Bank	New Dimensions 3220 Coolidge Berkley, MI 48072 248-584-3340 Bob George	\$75 - \$190	

Residential						
Project	Туре	Location	Status	Developer	Site Planner	Filing Date
Lakewood Farms Mixed Use – PD	Single Family Site condo Duplex condo Attached- condo	Section 26 – 415 units Phase I – 72 attached condominium units Phase II – 343 site and duplex condos East side of Tuttle Hill Btwn Textile & Merritt 254 acres \$170 - \$300+k	-Infrastructure has been installed though no homes are scheduled to be constructed at this time. -Foreclosed upon by Bank of America -Tax Foreclosure Pending	Westminster & Abby 30100 Telegraph Rd Ste 100 Bingham Farms, MI 48025 248-203-2121	Atwell-Hicks Inc 500 Avis Dr.# 100 Ann Arbor, MI 48108 734-994-4000 Jason Van Ryn	3/3/00
Paint Creek Park – Condos (Hunters Ridge)	PD – Duplex Condos	Section 20 – 50 units	Project on Hold	Stonegate Associates 2585 Sunnyknowl Berkley, MI 48072 Joseph Check	Wolverine Engineering 312 North Street Mason, MI 48854 517-676-9200	3/30/98
Paint Creek Crossing – Residential	PD – Single & Multi-family Residential	Section 20 – 235 units 113 acres	Project on Hold	Stonegate Associates 2585 Sunnyknowl Berkley, MI 48072 Joseph Check	Wolverine Engineering 312 North Street Mason, MI 48854 517-676-9200	3/30/98
Pine View Golf Estates North III	Single Family	Section 20 – 35 units North side of Textile, west of Stony Creek	Phase III -Under Construction one lot remains	Barizzini & Rose LLC 7743 Huron River Dr. Dexter, MI 48130 734-426-0500	\$300 - \$400k	
Rivergrove Village	Single Family Attached – condo	Section 24 – 175 units Intersection of Grove & Bridge Rd 38.06 acres	Under Construction - Remaining Units on Hold -Tax Foreclosure Pending	BRG Development 17117 W. Nine Mile Suite 1100 Southfield, MI 48075 734-669-2959	\$120-\$220k	

Residential						
Project	<u>Type</u>	Location	<u>Status</u>	<u>Developer</u>	Site Planner	Filing Date
Tremont Park Phase II	Single Family	Section 35 – 188 units North side of Martz, west of Bunton	Phase II – 91 units -Under Construction <b>Remaining lots</b> <b>purchased by Grand</b> <b>Sakwa in Dec. 2008</b>	Tremont Park Associates 27774 Franklin Rd Southfield, MI 48034 248-594-0951 Jeff Brown	\$170 - \$300	
West Grove Site Condos	Single-Family Site Condo	Section 24 – 40 units Northwest corner of Grove and Ide 14.2 acres	Preliminary Site Plan -Approved (5/17/05) -Extension (1/18/11) Detailed Engineering -Pending (2/3/07)	Grove Road, LLC Sherman Farber Development 5994 Red Coat Lane West Bloomfield, 48322 248-855-6065	Atwell-Hicks Inc 500 Avis Dr. Suite 100 Ann Arbor, MI 48108 Mark Pascoe 734-994-4000	8/26/04
Whispering Meadows II	Planned Development -Single Family	Section 27 – 217 units West side of Tuttle Hill, south of Textile	Phase II – 102 units -Under Construction Beginning turnover of remaining 31 lots to Windmill Homes.	RDK Homes 1409 Plymouth Rd Suite 280 Plymouth, MI 48170 734-495-3017 Robert Kime	\$160 - \$270k	

Project	Type	Location	Status	Developer	Site Planner	Filing Date
Nonresidential						
A1 Auto Salvage	5.95 acre expansion of existing storage yard	Section 13 – 2575 State Road South side of State Road west of McGregor	Preliminary Site Plan -Pending (6/27/11) Detailed Engineering -Pending	A-1 Auto Salvage & Scrap 2574 State Road Ypsilanti, MI 48198 Mr. Jim Burns	Boss Engineering 3121 E. Grand River Howell, MI 48843 800-246-6735	6/27/11
Blackmore Addition	12,000 sqft addition to existing 34,000 sqft building	Section 25- 10800 Blackmore Ave. North side of Blackmore west of Rawsonville	Preliminary Site Plan -Approved (6-28-11) Detailed Engineering -Pending (7/5/11)	Blackmore Company 10800 Blackmore Belleville, MI 48111	Midwestern Consulting 3815 Plaza Drive Ann Arbor, MI 48108 734-995-0200	4/28/11
Burning Bush Church	Reuse of 24,000 sqft auto dealership	Section 17 – 770 James L. Hart Pkwy North side of James L. Hart west of Huron St.	PD II Amendment -1 <sup>st</sup> Reading Approved DA Amendment -Pending	Burning Bush Church Of God in Christ 2069 Tyler Road Ypsilanti, MI 48198 Don Shelby Jr.	Midwestern Consulting 3815 Plaza Drive Ann Arbor, MI 48108 734-995-0200	5/2/11
C&L Recycling	Restaurant oil recycling & storage facility	Section 13 – 1854 Cadillac Street West side of Cadillac south of Coolidge	Preliminary Site Plan -Approved (2-22-11) Detailed Engineering -Pending	Chris Kind PO Box 980351 Ypsilanti, MI 48198 734-231-2000	Washtenaw Engineering 3526 W. Liberty Ste 400 Ann Arbor, MI 48106 734-761-8800	9/10/10
Harbor Freight & Tool Expansion (RoundTree)	2,042 sqft addition to existing facility	Section 18 – 2399 Ellsworth Rd West of Hewitt	Complete! (7/5/11)	Centro Roundtree Place 22054 Farmington Rd Farmington Hills 48336 248-442-5909	Bowers & Rein Assc. 2400 S. Huron Pkwy Ann Arbor, MI 48104	3/1/11
MichCon	Natural gas compressor station	Section 1 – 3020 E. Michigan Avenue South side of Michigan west of Rawsonville	Awaiting Final Inspection Landscaping replacement pending	DTE Energy 2000 Second Avenue Detroit, MI 48226	Basic Systems Inc. 10901 Clay Pike Rd Derwent, OH 47433	8/5/08
Round Haus Addition	5,815 sqft addition to the existing 3,302 building	Section 24 - 5970 Bridge Road Northwest corner of Textile and Bridge Road 1.07 acres	Project on Hold	Round Haus Pizza & Party Shoppe 5970 Bridge Road Ypsilanti, Mi 48197	Vitens Engineering 44275 Brandywyne Canton, MI 48187 734-453-3460	4/20/09

Project	Type	Location	Status	Developer	Site Planner	Filing Date
Nonresidential						
Speedway Gas Station	Demolish and reconstruct 3,936 sqft gas station	Section 10 1395 E. Michigan Northwest corner of East Michigan and Harris 0.77 acre site	Preliminary Site Plan -Approved (6/28/11) Detailed Engineering -Pending	Speedway/SuperAmerica 500 Speedway Dr Springfield, OH 45501 937-864-3000	Marathon Ashland Petroleum LLC 539 S. Main St Findlay, OH 45840 419-422-2121	11/27/07
Ypsilanti Area Credit Union	1,584 sqft branch building	Section 21 Located on the east side of Whittaker south of S. Huron River Drive 2.0 acres	Nearing Completion Retention Pond Issues to be resolved	Tracker Properties LLC 33533 W. Twelve Mile Farmington Hills, 48331 2248-324-9315 Earl McHugh	Washtenaw Engineering 3250 W. Liberty Ann Arbor, MI 48106 734-761-8800	9/17/08
Zeer Security (Happy's Pizza)	1,644 sqft addition to existing retail building	Section 6 – 2997 Washtenaw Ave s/e corner of Washtenaw and Golfside	Sold to Happy's Pizza -Building Demolished Awaiting Bldg Permit for new construction	Eddie Zeer 23999 W. 10 Mile Southfield, 48034 248-304-1900	Engineering Services Inc 32300 Schoolcraft Livonia, MI 48150 734-525-7330	1/4/08



# Washtenaw County Office of the Sheriff



JERRY L. CLAYTON SHERIFF 2201 Hogback Road 
Ann Arbor, Michigan 48105-9732 
OFFICE (734) 971-8400 
FAX (734) 973-4624 
EMAIL sheriff@ewashtenaw.org

MARK A. PTASZEK UNDERSHERIFF

July 11, 2011

Clerk Karen Lovejoy Roe Charter Township of Ypsilanti 7200 Huron River Drive Ypsilanti, MI 48197

Dear Ms. Lovejoy Roe

Attached you will find the June 2011 Ypsilanti Township Police Services Report. Please accept this at your next board meeting scheduled for Tuesday, July 19, 2011. Please contact me with any questions or concerns.

If you require additional information please let me know and I will provide you with the necessary information.

Sincerely,

Jim Anuszkiewicz

Lieutenant





- Timeframe : From 2010-06-01 00:00:00 To 2010-06-30 23:59:00 Location : MunicipalArea | YPSILANTI TOWNSHIP
- User Comments : June 2010

Offense Class Code	Offense Class Description	Count
210	CSC I - PENETRATION - P/V - FORCE	2
310	ROBBERY WITH FIREARM	1
318	ROBBERY WITH OTHER WEAPON	1
320	ROBBERY - STRONG-ARM	1
410	ASSAULT WITH A FIREARM	1
430	ASSAULT - OTHER WEAPON	12
440	ASSAULT WITH HANDS - FISTS - FEET	4
450	ASSAULT AND BATTERY	42
460	INTIMIDATION / THREAT	18
463	AGGRAVATED STALKING - MISDEMEANOR	2
499	ASSAULT (ALL OTHER)	6
510	BURGLARY - HOME INVASION - 1ST DEGREE	31
512	BURGLARY - FORCE - NON-RESIDENTIAL	4
521	BURGLARY - NO FORCE - RESIDENTIAL	7
522	BURGLARY - NO FORCE - NON-RESIDENTIAL	1
633	RETAIL FRAUD I - SHOPLIFTING OVER \$1000 - FELONY	6
634	RETAIL FRAUD II - SHOPLIFTING UNDER \$1000 - MISDEM	3
636	RETAIL FRAUD III MISD	3
643	LARCENY FROM VEHICLE - B&E (INCLUDES W/DAMAGE - 750.356 A-B)	15
670	IN A BUILDING	2
680	FROM COIN MACHINE	2
699	LARCENY - ALL OTHER	37
710	AUTOMOBILE (CAR) THEFT	25
799	ALL OTHER VEHICLE	1
914	PARENTAL KIDNAPPING	1
1115	FRAUD - CREDIT CARD / AUTO TELLER MACHINE- (ATM) / FINANCIAL TRANS. DEVICE USE	4
1120	CONFIDENCE GAMES	2
1177	RETAIL FRAUD III (MISRP PRICE)	1
1199	ALL OTHER	13
1330	STOLEN PROPERTY - RECEIVING / CONCEALING / POSSESSING	1
1340	STOLEN AUTO - REPORTED BY OTHER JURIS	1
1410	MDOP - MALICIOUS DESTRUCTION OF PROPERTY	45
1506	CONCEALED WEAPONS - ALL OTHER	2
1599	ALL OTHER VIOLATIONS	3
1610	PROSTITUTION AND VICE	1
1718	PEEPING TOM	1
1720	INDECENT EXPOSURE	3
1814	CRACK COCAINE - USE / POSSESS	3
1820	MARIJUANA - SALE / MANUFACTURE	1
1821	MARIJUANA - USE / POSSESS	2
1834	HEROIN - USE / POSSESS	1
1853	OTHER NARCOTIC - USE / POSSESS	12
1875	NARCOTIC EQUIPMENT / DEVICE VIOLATIONS	1





## Incident Summary Report

#### **Report Description**

#### Timeframe : From 2010-06-01 00:00:00 To 2010-06-30 23:59:00 Location : MunicipalArea | YPSILANTI TOWNSHIP User Comments : June 2010

Offense Class Code Offense Class Description ALL OTHER CRUELTY / NEGLECT - OTHER OUI LIQUOR - includes per se SECOND OFFENSE OUI DRUGS ADULT - POSSESS / TRANSPORT OPEN CONTAINER / OPEN INTOX IN MOTOR VEH CONTEMPT OF COURT - BENCH WARRANT - FTCJ PROBATION VIOLATION ALTERED I.D. - DISPLAY / POSSESS **OBSTRUCT JUSTICE - OTHER OBSTRUCT POLICE - OTHER DISORDERLY CONDUCT** PUBLIC NUISANCE **OBSCENE TELEPHONE CALLS** CURFEW VIOLATION LOITERING - 17 YEARS AND OLDER **DISORDERLY - ALL OTHER** FIRECRACKERS / FIREWORKS - ILLEGAL POSSESSION / USE / SALE / FURNISH FALSE FIRE ALARM TRESPASS PURCHASE CIGARETTES INVASION OF PRIVACY - OTHER DOG LAW VIOLATIONS ANIMALS AT LARGE CONSERVATION LAWS CIVIL RIGHTS VIOLATIONS ANIMAL CRUELTY 4 YR FEL LOCAL ORDINANCES - ANIMAL CONTROL ORDINANCES LOCAL ORDINANCES - ANIMAL CONTROL ORDINANCES LOCAL ORDINANCES - SOLICITOR / PEDDLERS ORDINANCES LOCAL ORDINANCES - OPEN FOR ANY LOCAL ORDINANCES - OPEN FOR ANY RUNAWAY LOST / MISSING JUVENILE INCORRIGIBILITY MALICIOUS MISCHIEF ALL OTHER RECKLESS DRIVING **OPS LICENSE SUSPENDED / REVOKED** VEHICLE REGISTRATION - IMPROPER / EXPIRED VEHICLE INSURANCE - NONE / EXPIRED DWLS 2ND ALL OTHER 





Timeframe : From 2010-06-01 00:00:00 To 2010-06-30 23:59:00 Location : MunicipalArea | YPSILANTI TOWNSHIP User Comments : June 2010

Offense Class Code	Offense Class Description	Count
3010	FELONY	6
3020	MISDEMEANOR	32
3040	FELONY - O/JURIS	7
3050	MISDEMEANOR - O/JURIS	9
3070	CIVIL / FRIEND OF THE COURT	1
3104	ACC, ANGLE	1
3105	ACC, REAR END	2
3113	ACC, INJURY TYPE B	1
3114	ACC, INJURY TYPE C	2
3145	TRAFFIC CRASHES - PROPERTY DAMAGE	67
3148	MOTOR VEHICLE - ANIMAL	1
3150	PROPERTY DAMAGE - H & R	13
3155	PERSONAL INJURY	10
3159	BICYCLE - PERSONAL INJURY	1
3160	PERSONAL INJURY - H & R	1
3170	PRIVATE PROPERTY	2
3173	PRIVATE PROPERTY - OPEN	1
3175	PRIVATE PROPERTY - H & R	5
3205	SUDDEN DEATH - NATURAL	2
3208	DEATH INVESTIGATION - CAUSE UNKNOWN	2
3215	SUICIDE - ADULT	4
3217	ATTEMPT SUICIDE - ADULT	2
3250	MENTAL	26
3299	WELFARE CHECK	26
3310	FAMILY TROUBLE	111
3311	CUSTOMER TROUBLE	18
3312	NEIGHBORHOOD TROUBLE	26
3314	MISSING PERSONS	9
3316	LOST PROPERTY	3
3318	FOUND PROPERTY	4
3319	FOUND BICYCLE	1
3320	OPEN BUILDINGS	4
3324	SUSPICIOUS CIRCUMSTANCES	193
3326	SUSPICIOUS VEHICLES	15
3328	SUSPICIOUS PERSONS	179
3330	ASSIST OTHER LAW ENFORCEMENT AGENCY	32
3331	ASSIST MEDICAL	79
3332	ASSIST FIRE DEPT	2
3333	ASSIST MOTORIST	11
3334	ASSIST OTHER GOVT AGENCY	5
3336	ASSIST CITIZEN	90
3337	ASSIST CITIZEN - VEH LOCKOUT	1
3338	ARREST ASSIST - OTHER AGENCY	1





#### Timeframe : From 2010-06-01 00:00:00 To 2010-06-30 23:59:00 Location : MunicipalArea | YPSILANTI TOWNSHIP User Comments : June 2010

Offense Class Code	Offense Class Description	Count
3344	RECOVERED STOLEN VEHICLE - OTHER JURISDICTION	1
3345	ACCIDENTAL PROPERTY DAMAGE	2
3351	CIVIL - LANDLORD / TENANT	20
3355	CIVIL MATTER - OTHER	60
3399	ALL OTHER	3
3414	ASSIST BOATERS	1
3478	MISCELLANEOUS ORV COMPLAINTS	1
3480	SCUBA EQUIPMENT MAINTENANCE	1
3501	OPEN GENERIC	77
3505	OPEN GENERIC	7
3508	OPEN GENERIC	16
3509	OPEN GENERIC	35
3511	OPEN GENERIC	1
3523	OPEN GENERIC	107
3524	OPEN GENERIC	10
3525	OPEN GENERIC	1
3529	OPEN GENERIC	1
3596	OPEN GENERIC	4
3597	OPEN GENERIC	41
3599	OPEN GENERIC	15
3702	ROAD HAZARD	38
3704	ABANDONED AUTO	15
3708	PRIVATE IMPOUND	37
3728	PARKING COMPLAINT	10
3730	TRAFFIC MISCELLANEOUS A COMPLAINT	1
3799	TRAFFIC MISC	7
3803	ANIMAL - BARKING DOG	19
3804	ANIMAL COMPLAINT	35
3808	ANIMAL BITE / SCRATCH	21
3812	ANIMAL PICK-UP - ALIVE	8
3902	BURGLARY ALARM	159
3904	OPEN	7
3907	PANIC ALARM	14
3909	DURESS ALARM	1
3910	VEHICLE	1
4054	FAIL TO STOP FOR SCHOOL BUS	3
4105	EQUIPMENT	1
4222	ABANDONED MOTOR VEHICLE	2
5170	FALSE CALL I/I/C/F	2
6012	TRAFFIC CONTROL	1
6018	VEHICLE INSPECTIONS	2
6065	MISCELLANEOUS DETAILS	1
6072	PRISONER TRANSPORT	1





Timeframe : From 2010-06-01 00:00:00 To 2010-06-30 23:59:00 Location : MunicipalArea | YPSILANTI TOWNSHIP User Comments : June 2010

Offense Class Code	Offense Class Description	Count
6088	POLICE TRAINING	2
6199	OTHER	73
6310	K-9 TRACKING	3
6501	INSPECTION	2
6507	PATROL	3
6701	FOLLOW-UP INVEST - FIELD	4
	G	Grand Total: 2,654

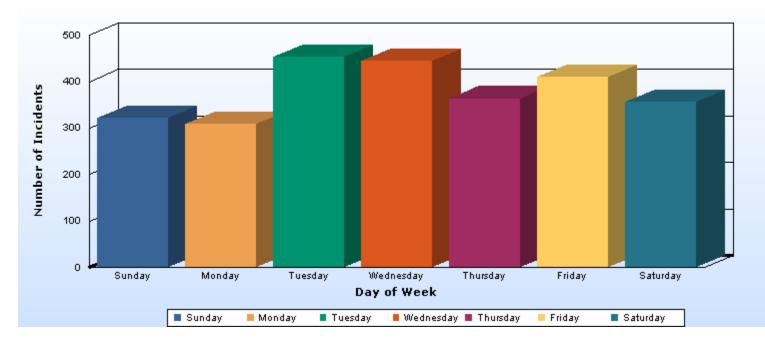




# Number of Incidents by Day

### **Report Description**

Timeframe : From 2010-06-01 00:00:00 To 2010-06-30 23:59:00 Location : MunicipalArea | YPSILANTI TOWNSHIP User Comments : 2010



Day of Week	Count
Sunday	321
Monday	308
Tuesday	453
Wednesday	444
Thursday	363
Friday	409
Saturday	356
Total	2,654



## Washtenaw County Sheriff's Activity Log

Activity Log Area Summary Report

Area: 20 - Ypsilanti Twp. Date Range: 6/1/2011 - 6/30/2011

Dat	ела	nge:	0/1/2011	-	0/30/201	

CSO/ACO/Support Staff Log									
ŗ	Fotal Administrative Duty:	87	for a total of	5183	minutes				
Te	otal Court (Regular Time):	3	for a total of	375	minutes				
Тс	otal Community Relations:	9	for a total of	270	minutes				
	Total Follow-Up:	41	for a total of	1455	minutes				
	Total Proactive Patrol:	19	for a total of	682	minutes				
	Total Special Detail:	1	for a total of	60	minutes				
Тс	otal Self-Initiated Activity:	41	for a total of	2030	minutes				
	Total Service Requests:	32	for a total of	1435	minutes				
	Total Other:	1	for a total of	90	minutes				
Total Records, Minutes ar	nd equivalent Hours:	234		11,580	=	193	hours	0	minut
Deputy Log									
	Total Traffic Stop:	522	for a total of	7990	minutes				
	Total Administrative Duty:	724	for a total of	16198	minutes				
	Total Briefing:	539	for a total of	11829	minutes				
T	otal Court (Regular Time):	18	for a total of	1770	minutes				
	Total Court (Overtime):	41	for a total of	6585	minutes				
Te	otal Community Relations:	399	for a total of	11420	minutes				
	Total Deputy Joined Shift:	170	for a total of	0	minutes				
	Total Deputy Left Shift:	169	for a total of	0	minutes				
	Total Follow-Up:	550	for a total of	27464	minutes				
	Total Out of Service:	134	for a total of	220	minutes				
	Total Proactive Patrol:	945	for a total of	20598	minutes				
	Total Special Contact:	1	for a total of	10	minutes				
	Total Special Detail:	80	for a total of	7405	minutes				
То	tal Selective Enforcement:	654	for a total of	14046	minutes				
Te	otal Self-Initiated Activity:	243	for a total of	16913	minutes				
	Total Service Requests:	2300	for a total of	92700	minutes				
	Total Training:	3	for a total of	1080	minutes				
	Total Other:	17	for a total of	520	minutes				
То	tal Service Request Assist:	405	for a total of	13402	minutes				
	Total Property Check:	217	for a total of	3720	minutes				
	Total Court Off-Duty:	32	for a total of	4215	minutes				
Total Records, Minutes an	nd equivalent Hours:	8,163	-	258,085	=	4301	hours	25	minut
Detective Log									
	Fotal Administrative Duty:	3	for a total of	315	minutes				
	Total Briefing:	2	for a total of	180	minutes				
Te	otal Court (Regular Time):	7	for a total of	1140	minutes				
	Total Court (Overtime):	1	for a total of	240	minutes				
	Total Deputy Joined Shift:	1	for a total of	0	minutes				
		1	fam a tatal of	0	minutes				
	Total Deputy Left Shift:	1	for a total of	0	minutes				

Total Follow-Up:	246	for a total of	38950	minutes			
Total Special Contact:	2	for a total of	300	minutes			
Total Special Detail:	3	for a total of	1020	minutes			
Total Service Requests:	4	for a total of	1200	minutes			
Total Other:	10	for a total of	255	minutes			
Total Records, Minutes and equivalent Hours:	280	_	43,600	=	726	hours	40 minute
General Fund Patrol							
Total Briefing:	2	for a total of	25	minutes			
Total Community Relations:	2	for a total of	60	minutes			
Total Follow-Up:	5	for a total of	470	minutes			
Total Proactive Patrol:	9	for a total of	210	minutes			
Total Special Detail:	2	for a total of	110	minutes			
Total Service Requests:	5	for a total of	455	minutes			
Total Service Request Assist:	2	for a total of	75	minutes			
Total Records, Minutes and equivalent Hours:	27	_	1,405	=	23	hours	25 minute
Secondary Road Patrol Log							
Total Traffic Stop:	19	for a total of	770	minutes			
Total Administrative Duty:	2	for a total of	30	minutes			
Total Briefing:	1	for a total of	15	minutes			
Total Court (Regular Time):	3	for a total of	380	minutes			
Total Community Relations:	1	for a total of	25	minutes			
Total Follow-Up:	8	for a total of	350	minutes			
Total Proactive Patrol:	31	for a total of	375	minutes			
Total Special Detail:	1	for a total of	60	minutes			
Total Self-Initiated Activity:	2	for a total of	65	minutes			
			260	minutes			
Total Service Requests:	6	for a total of	260	minutes			
Total Service Requests: Total Service Request Assist:	6 4	for a total of for a total of		minutes			
-					44	hours	20 minute
Total Service Request Assist:	4		330		44	hours	20 minute
Total Service Request Assist: Total Records, Minutes and equivalent Hours:	4		330 <b>2,660</b>		44	hours	20 minute
Total Service Request Assist: Total Records, Minutes and equivalent Hours: Supervisor Log	4 78	for a total of	330 <b>2,660</b> 515	minutes =	44	hours	20 minute
Total Service Request Assist: Total Records, Minutes and equivalent Hours: Supervisor Log Total Traffic Stop:	4 78 24	for a total of	330 <b>2,660</b> 515 24205	minutes = minutes	44	hours	20 minute
Total Service Request Assist: Total Records, Minutes and equivalent Hours: Supervisor Log Total Traffic Stop: Total Administrative Duty:	4 78 24 487	for a total of for a total of for a total of	330 <b>2,660</b> 515 24205 715	minutes = minutes minutes	44	hours	20 minute
Total Service Request Assist: Total Records, Minutes and equivalent Hours: Supervisor Log Total Traffic Stop: Total Administrative Duty: Total Briefing:	4 78 24 487 41	for a total of for a total of for a total of for a total of	330 <b>2,660</b> 515 24205 715 1635	minutes = minutes minutes	44	hours	20 minute
Total Service Request Assist: Total Records, Minutes and equivalent Hours: Supervisor Log Total Traffic Stop: Total Administrative Duty: Total Briefing: Total Community Relations:	4 78 24 487 41 65	for a total of for a total of for a total of for a total of for a total of	330 <b>2,660</b> 515 24205 715 1635 1660	minutes minutes minutes minutes	44	hours	20 minute
Total Service Request Assist: Total Records, Minutes and equivalent Hours: Supervisor Log Total Traffic Stop: Total Administrative Duty: Total Briefing: Total Community Relations: Total Follow-Up:	4 78 24 487 41 65 20	for a total of for a total of	330 <b>2,660</b> 515 24205 715 1635 1660 0	minutes minutes minutes minutes minutes minutes	44	hours	20 minute
Total Service Request Assist: Total Records, Minutes and equivalent Hours: Supervisor Log Total Traffic Stop: Total Administrative Duty: Total Briefing: Total Community Relations: Total Follow-Up: Total Out of Service:	4 78 24 487 41 65 20 12	for a total of for a total of	330 <b>2,660</b> 515 24205 715 1635 1660 0 5070	minutes minutes minutes minutes minutes minutes	44	hours	20 minute
Total Service Request Assist: Total Records, Minutes and equivalent Hours: Supervisor Log Total Traffic Stop: Total Administrative Duty: Total Briefing: Total Community Relations: Total Follow-Up: Total Out of Service: Total Proactive Patrol:	4 78 24 487 41 65 20 12 164	for a total of for a total of	330 2,660 515 24205 715 1635 1660 0 5070 240	minutes minutes minutes minutes minutes minutes minutes	44	hours	20 minute
Total Service Request Assist: Total Records, Minutes and equivalent Hours: Supervisor Log Total Traffic Stop: Total Administrative Duty: Total Briefing: Total Community Relations: Total Follow-Up: Total Out of Service: Total Proactive Patrol: Total Special Contact:	4 78 24 487 41 65 20 12 164 1	for a total of for a total of	330 2,660 515 24205 715 1635 1660 0 5070 240 1350	minutes minutes minutes minutes minutes minutes minutes minutes	44	hours	20 minute
Total Service Request Assist: Total Records, Minutes and equivalent Hours: Supervisor Log Total Traffic Stop: Total Administrative Duty: Total Briefing: Total Community Relations: Total Follow-Up: Total Out of Service: Total Out of Service: Total Proactive Patrol: Total Special Contact: Total Special Detail:	4 78 24 487 41 65 20 12 164 1 3	for a total of for a total of	330 2,660 515 24205 715 1635 1660 0 5070 240 1350 565	minutes minutes minutes minutes minutes minutes minutes minutes minutes	44	hours	20 minute
Total Service Request Assist: Total Records, Minutes and equivalent Hours: Supervisor Log Total Traffic Stop: Total Administrative Duty: Total Briefing: Total Community Relations: Total Follow-Up: Total Follow-Up: Total Out of Service: Total Proactive Patrol: Total Special Contact: Total Special Detail: Total Selective Enforcement:	4 78 24 487 41 65 20 12 164 1 3 26	for a total of for a total of	330 <b>2,660</b> 515 24205 715 1635 1660 0 5070 240 1350 565 755	minutes minutes minutes minutes minutes minutes minutes minutes minutes	44	hours	20 minute
Total Service Request Assist: Total Records, Minutes and equivalent Hours: Supervisor Log Total Traffic Stop: Total Administrative Duty: Total Briefing: Total Community Relations: Total Follow-Up: Total Out of Service: Total Out of Service: Total Special Contact: Total Special Detail: Total Selective Enforcement: Total Self-Initiated Activity:	4 78 24 487 41 65 20 12 164 1 3 26 31	for a total of for a total of	330 <b>2,660</b> 515 24205 715 1635 1660 0 5070 240 1350 565 755 3040	minutes minutes minutes minutes minutes minutes minutes minutes minutes minutes minutes	44	hours	20 minute
Total Service Request Assist: Total Records, Minutes and equivalent Hours: Supervisor Log Total Traffic Stop: Total Administrative Duty: Total Briefing: Total Community Relations: Total Follow-Up: Total Follow-Up: Total Out of Service: Total Proactive Patrol: Total Special Contact: Total Special Detail: Total Selective Enforcement: Total Self-Initiated Activity: Total Service Requests:	4 78 24 487 41 65 20 12 164 1 3 26 31 87	for a total of for a total of	330 <b>2,660</b> 515 24205 715 1635 1660 0 5070 240 1350 565 755 3040 160	minutes minutes minutes minutes minutes minutes minutes minutes minutes minutes minutes	44	hours	20 minute
Total Service Request Assist: Total Records, Minutes and equivalent Hours: Supervisor Log Total Traffic Stop: Total Administrative Duty: Total Briefing: Total Community Relations: Total Follow-Up: Total Follow-Up: Total Out of Service: Total Proactive Patrol: Total Special Contact: Total Special Detail: Total Selective Enforcement: Total Selective Enforcement: Total Self-Initiated Activity: Total Service Requests: Total Training:	4 78 24 487 41 65 20 12 164 1 3 26 31 87 4	for a total of for a total of	330 <b>2,660</b> 515 24205 715 1635 1660 0 5070 240 1350 565 755 3040 160 4175	minutes minutes minutes minutes minutes minutes minutes minutes minutes minutes minutes minutes	44	hours	20 minute

Total Records, Minutes and equivalent Hours:	1,130	45,245 =	= 754 hours	5 minutes
Combined Total Records, Minutes and equaivalent Hours:	9,912	362,575 =	= 6042 hours	55 minutes



07/08/2011

Activity Log Area Summary - Deputy Join Report

Area: 20 - Ypsilanti Twp. Date Range: 6/1/2011 - 6/30/2011

#### **Deputy Log**

Total Records, Minutes and equaivalent Hours:	3,517		82,965	= 1382 hours	s 45	minutes
Total Records, Minutes and equivalent Hours:	3		570	= 9 hours	5 30	minutes
Total Special Detail:	1	for a total of	570	minutes		
	1	for a total of				
	1					
Logs						
tive Log						
Total Records, Minutes and equivalent Hours:	3,514		82,395	= 1373 hours	s 15	minutes
Total Court Off-Duty:	1	for a total of	120	minutes		
Total Property Check:	92	for a total of	1635	minutes		
Total Service Request Assist:	155	for a total of	4471	minutes		
Total Other:	3	for a total of	50	minutes		
Total Service Requests:	824	for a total of	25648	minutes		
Total Self-Initiated Activity:	113	for a total of				
Total Selective Enforcement:	334	for a total of				
*						
-						
	2	for a total of	240			
	4	for a total of	270	minutes		
Total Briefing:	175	for a total of	3829	minutes		
Total Administrative Duty:	247	for a total of	5990	minutes		
Total Traffic Stop:	328	for a total of	4910	minutes		
	Total Administrative Duty: Total Briefing: Total Court (Regular Time): Total Court (Overtime): Total Community Relations: Total Deputy Joined Shift: Total Deputy Left Shift: Total Follow-Up: Total Out of Service: Total Out of Service: Total Special Detail: Total Selective Enforcement: Total Selective Enforcement: Total Self-Initiated Activity: Total Self-Initiated Activity: Total Service Requests: Total Other: Total Service Request Assist: Total Out off-Duty: <b>Total Records, Minutes and equivalent Hours:</b> Total Deputy Left Shift: Total Deputy Left Shift: Total Deputy Left Shift: Total Special Detail: Total Special Detail: Total Special Detail: Total Special Detail: Total Secords, Minutes and equivalent Hours:	Total Traffic Stop:328Total Administrative Duty:247Total Briefing:175Total Court (Regular Time):4Total Court (Overtime):2Total Court (Overtime):126Total Deputy Joined Shift:185Total Deputy Left Shift:185Total Out of Service:28Total Proactive Patrol:468Total Selective Enforcement:334Total Selective Enforcement:334Total Service Requests:824Total Out off-Duty:113Total Service Requests:824Total Other:3Total Service Request Assist:155Total Property Check:92Total Court Off-Duty:1Total Records, Minutes and equivalent Hours:3,514Total Deputy Left Shift:1Total Special Detail:1Total Special Detail:1Total Records, Minutes and equivalent Hours:3Total Special Detail:1Total Special Detail:1Total Records, Minutes and equivalent Hours:3Total Special Detail:1Total Special Detail:1	Total Traffic Stop:328for a total ofTotal Administrative Duty:247for a total ofTotal Court (Regular Time):4for a total ofTotal Court (Overtime):2for a total ofTotal Court (Overtime):2for a total ofTotal Court (Overtime):126for a total ofTotal Court (Overtime):126for a total ofTotal Court (Overtime):126for a total ofTotal Deputy Joined Shift:185for a total ofTotal Deputy Left Shift:185for a total ofTotal Proactive Patrol:468for a total ofTotal Selective Enforcement:334for a total ofTotal Self-Initiated Activity:113for a total ofTotal Service Requests:824for a total ofTotal Outr Off-Duty:1for a total ofTotal Service Request Assist:155for a total ofTotal Court Off-Duty:1for a total ofTotal Court Off-Duty:1for a total ofTotal Deputy Joined Shift:1for a total ofTotal Court Off-Duty:1for a total ofTotal Deputy Joined Shift:1for a total ofTotal Deputy Joined Shift:1for a total ofTotal Court Off-Duty:1for a total ofTotal Court Off-Duty:1for a total ofTotal Deputy Joined Shift:1for a total ofTotal Deputy Left Shift:1for a total ofTotal Deputy Left Shift:1for a total of	Total Traffic Stop:328for a total of4910Total Administrative Duty:247for a total of5990Total Court (Regular Time):4for a total of3829Total Court (Regular Time):4for a total of240Total Court (Overtime):2for a total of240Total Court (Overtime):2for a total of3270Total Court (Overtime):126for a total of3270Total Deputy Joined Shift:185for a total of0Total Deputy Left Shift:185for a total of0Total Deputy Left Shift:189for a total of7683Total Out of Service:28for a total of10310Total Special Detail:55for a total of3235Total Selective Enforcement:334for a total of6534Total Self-Initiated Activity:113for a total of50Total Service Requests:824for a total of26648Total Property Check:92for a total of1635Total Court Off-Duty:1for a total of120Total Records, Minutes and equivalent Hours:3,51482,395Total Deputy Left Shift:1for a total of0Total Special Detail:1for a total of0Total Special Detail:1for a total of0Total Service Requests:824for a total of1635Total Or of total Off-Duty:1for a total of1635Tot	Total Traffic Stop:328for a total of4910minutesTotal Administrative Duty:247for a total of5990minutesTotal Administrative Duty:247for a total of3829minutesTotal Court (Regular Time):4for a total of270minutesTotal Court (Overtime):2for a total of240minutesTotal Court (Overtime):2for a total of3270minutesTotal Court (Overtime):126for a total of0minutesTotal Deputy Joined Shift:185for a total of0minutesTotal Deputy Joined Shift:185for a total of0minutesTotal Proactive Patrol:488for a total of10310minutesTotal Special Detail:55for a total of6534minutesTotal Self-Initiated Activity:113for a total of25648minutesTotal Service Requests:824for a total of1635minutesTotal Service Requests:155for a total of1635minutesTotal Service Requests:155for a total of120minutesTotal Service Requests:155for a total of120minutesTotal Service Requests:155for a total of1635minutesTotal Service Requests:155for a total of1635minutesTotal Service Requests:351482,395= 1373hourTotal Records, Minutes and equivalent Hours:	Total Traffic Stop:328for a total of4910minutesTotal Administrative Duty:247for a total of5990minutesTotal Court (Regular Time):4for a total of3829minutesTotal Court (Overtime):2for a total of240minutesTotal Court (Overtime):2for a total of3270minutesTotal Court (Overtime):126for a total of3270minutesTotal Deputy Joned Shift:185for a total of0minutesTotal Deputy Joined Shift:185for a total of0minutesTotal Proactive Patrolow-Up:189for a total of200minutesTotal Proactive Patrol:468for a total of10310minutesTotal Sepcial Detail:55for a total of25648minutesTotal Service Requests:824for a total of120minutesTotal Service Requests:155for a total of120minutesTotal Service Request Assist:155for a total of120minutesTotal Service Request Assist:155for a total of120minutesTotal Property Check:92for a total of120minutesTotal Deputy Joined Shift:1for a total of0minutesTotal Deputy Joined Shift:1for a total of0minutesTotal Records, Minutes and equivalent Hours:3,51482,395=1373hours15Tot





### Timeframe : From 2011-06-01 00:00:00 To 2011-06-30 23:59:00 Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : June 2011

Offense Class Code	Offense Class Description	Count
210	CSC I - PENETRATION - P/V - FORCE	8
220	CSC I - WITH OBJECT - FORCE	1
310	ROBBERY WITH FIREARM	1
320	ROBBERY - STRONG-ARM	2
399	ROBBERY / CAR-JACKING - OTHER	2
410	ASSAULT WITH A FIREARM	2
430	ASSAULT - OTHER WEAPON	13
440	ASSAULT WITH HANDS - FISTS - FEET	1
450	ASSAULT AND BATTERY	44
460	INTIMIDATION / THREAT	14
499	ASSAULT (ALL OTHER)	21
510	BURGLARY - HOME INVASION - 1ST DEGREE	22
512	BURGLARY - FORCE - NON-RESIDENTIAL	6
521	BURGLARY - NO FORCE - RESIDENTIAL	4
522	BURGLARY - NO FORCE - NON-RESIDENTIAL	2
633	RETAIL FRAUD I - SHOPLIFTING OVER \$1000 - FELONY	9
634	RETAIL FRAUD II - SHOPLIFTING UNDER \$1000 - MISDEM	4
635	LARCENY OF GAS - SELF-SERVE	1
636	RETAIL FRAUD III MISD	3
643	LARCENY FROM VEHICLE - B&E (INCLUDES W/DAMAGE - 750.356 A-B)	21
653	OF VEHICLE PARTS / ACCESSORIES - B&E	2
670	IN A BUILDING	6
699	LARCENY - ALL OTHER	32
710	AUTOMOBILE (CAR) THEFT	16
799	ALL OTHER VEHICLE	1
810	ARSON	1
1040	COUNTERFEITING - ALL	5
1115	FRAUD - CREDIT CARD / AUTO TELLER MACHINE- (ATM) / FINANCIAL TRANS. DEVICE USE	2
1155	FALSE STATEMENTS (FINANCIAL CONDITION)	1
1165	IDENTITY THEFT	3
1168	WIRE - PHONE - COMPUTER	1
1199	ALL OTHER	5
1210	EMBEZZLEMENT	2
1340	STOLEN AUTO - REPORTED BY OTHER JURIS	3
1410	MDOP - MALICIOUS DESTRUCTION OF PROPERTY	27
1506	CONCEALED WEAPONS - ALL OTHER	2
1610	PROSTITUTION AND VICE	6
1699	COMMERCIAL SEX - OTHER	2
1799	CSC - NON-FORCIBLE SEXUAL - OTHER	2
1813	CRACK COCAINE - SALE / MANUFACTURE	1
1820	MARIJUANA - SALE / MANUFACTURE	2
1821	MARIJUANA - USE / POSSESS	2
1853	OTHER NARCOTIC - USE / POSSESS	11





#### Timeframe : From 2011-06-01 00:00:00 To 2011-06-30 23:59:00 Location : MunicipalArea | YPSILANTI TOWNSHIP User Comments : June 2011

Offense Class Code	Offense Class Description	Count
1872	FRAUDULENT PROCUREMENT / PRESCRIPTION - NARCOTIC	1
1920	NUMBERS - LOTTERY	2
2015	CRUELTY TOWARD CHILD / NON-VIOLENT	1
2020	NEGLECT OF CHILD	1
2022	CRUELTY / NEGLECT - OTHER	1
2099	OTHER NON-VIOLENT OFFENSES	1
2115	OUI LIQUOR - includes per se	1
2125	OUI DRUGS	1
2205	ADULT - POSSESS / TRANSPORT OPEN CONTAINER / OPEN INTOX IN MOTOR VEH	1
2215	UNDERAGE (17-20 YEARS) USE / CONSUME / POSSESS ON ANY PROPERTY	2
2315	CONTEMPT OF COURT - BENCH WARRANT - FTCJ	5
2318	PAROLE VIOLATION	1
2321	SOR FAIL TO COMPLY	1
2397	OBSTRUCT JUSTICE - OTHER	2
2399	OBSTRUCT POLICE - OTHER	2
2405	DISORDERLY CONDUCT	91
2440	PUBLIC NUISANCE	81
2441	PUBLIC DRUNKENNESS	1
2454	CURFEW VIOLATION	5
2456	LOITERING - 17 YEARS AND OLDER	3
2499	DISORDERLY - ALL OTHER	20
2535	UNLAWFUL ENTRY - NO INTENT	1
2540	POSS OF BURGLARY TOO	1
2545	FIRECRACKERS / FIREWORKS - ILLEGAL POSSESSION / USE / SALE / FURNISH	13
2560	TRESPASS	5
2614	INVASION OF PRIVACY - OTHER	3
2688	DOG LAW VIOLATIONS	4
2689	ANIMALS AT LARGE	21
2690	SOLICITATION TO COMMIT A CRIMINAL OFFENSE	1
2691	CONSERVATION LAWS	5
2693	HEALTH/SAFETY VIOLATIONS	1
2697	ANIMAL CRUELTY 4 YR FEL	1
2704	LOCAL ORDINANCES - ANIMAL CONTROL ORDINANCES	1
2706	LOCAL ORDINANCES - ANIMAL CONTROL ORDINANCES	1
2756	LOCAL ORDINANCES - SOLICITOR / PEDDLERS ORDINANCES	3
2780	LOCAL ORDINANCES - OPEN FOR ANY	39
2785	LOCAL ORDINANCES - OPEN FOR ANY	1
2820	RUNAWAY	4
2821	RECOVERED RUNAWAY	3
2822	LOST / MISSING JUVENILE	2
2825	INCORRIGIBILITY	9
2840	MALICIOUS MISCHIEF	11
2845	SAFETY VIOLATIONS	1





## Incident Summary Report

#### **Report Description**

- Timeframe : From 2011-06-01 00:00:00 To 2011-06-30 23:59:00 Location : MunicipalArea | YPSILANTI TOWNSHIP User Comments : June 2011
- Offense Class Code Offense Class Description ALL OTHER FAIL TO STOP AND I.D. ACCIDENT RECKLESS DRIVING **OPS LICENSE SUSPENDED / REVOKED** VEHICLE REGISTRATION - IMPROPER / EXPIRED DWLS 2ND **OPS - NEVER ACQUIRED** ALL OTHER FELONY MISDEMEANOR FELONY - O/JURIS **MISDEMEANOR - O/JURIS** TRAFFIC - O/JURIS ACC, INJURY TYPE C TRAFFIC CRASHES - PROPERTY DAMAGE PROPERTY DAMAGE - H & R PERSONAL INJURY PEDESTRIAN - NO INJURY PRIVATE PROPERTY PRIVATE PROPERTY - H & R SUDDEN DEATH - NATURAL DEATH INVESTIGATION - CAUSE UNKNOWN SUICIDE - ADULT ATTEMPT SUICIDE - ADULT **OVERDOSE - DRUGS** MENTAL WELFARE CHECK FAMILY TROUBLE CUSTOMER TROUBLE NEIGHBORHOOD TROUBLE MISSING PERSONS LOST PROPERTY FOUND PROPERTY FOUND BICYCLE SUSPICIOUS CIRCUMSTANCES SUSPICIOUS VEHICLES SUSPICIOUS PERSONS ASSIST OTHER LAW ENFORCEMENT AGENCY ASSIST MEDICAL ASSIST FIRE DEPT ASSIST MOTORIST ASSIST OTHER GOVT AGENCY ASSIST CITIZEN





#### Timeframe : From 2011-06-01 00:00:00 To 2011-06-30 23:59:00 Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : June 2011

Offense Class Code	Offense Class Description	Count
3337	ASSIST CITIZEN - VEH LOCKOUT	1
3344	RECOVERED STOLEN VEHICLE - OTHER JURISDICTION	1
3345	ACCIDENTAL PROPERTY DAMAGE	1
3351	CIVIL - LANDLORD / TENANT	56
3352	CIVIL - VEHICLE TAKEN WITHOUT PERMISSION	1
3354	CIVIL - FAIL TO RETURN BORROWED VEHICLE	1
3355	CIVIL MATTER - OTHER	18
3399	ALL OTHER	2
3501	OPEN GENERIC	51
3502	OPEN GENERIC	2
3505	OPEN GENERIC	10
3508	OPEN GENERIC	7
3509	OPEN GENERIC	56
3511	OPEN GENERIC	8
3523	OPEN GENERIC	55
3524	OPEN GENERIC	6
3528	OPEN GENERIC	3
3529	OPEN GENERIC	9
3531	OPEN GENERIC	3
3532	OPEN GENERIC	3
3589	OPEN GENERIC	1
3596	OPEN GENERIC	11
3597	OPEN GENERIC	1
3599	OPEN GENERIC	12
3702	ROAD HAZARD	12
3704	ABANDONED AUTO	14
3708	PRIVATE IMPOUND	48
3714	ATV COMPLAINT	1
3728	PARKING COMPLAINT	19
3730	TRAFFIC MISCELLANEOUS A COMPLAINT	2
3799	TRAFFIC MISC	13
3803	ANIMAL - BARKING DOG	12
3804	ANIMAL COMPLAINT	31
3806	ANIMAL ALIVE - PUT TO SLEEP	1
3808	ANIMAL BITE / SCRATCH	23
3812	ANIMAL PICK-UP - ALIVE	6
3902	BURGLARY ALARM	121
3904	OPEN	7
3906	ROBBERY	2
3907	PANIC ALARM	11
3910	VEHICLE	1
4035	HIT AND RUN	1
4205	HANDICAPPED	2





Offense Class Code	Offense Class Description	Со	unt
4222	ABANDONED MOTOR VEHICLE		2
4598	MISCELLANEOUS - TTTT		1
5015	DWELLING - SINGLE FAMILY		1
5170	FALSE CALL I/I/C/F		3
6012	TRAFFIC CONTROL		1
6018	VEHICLE INSPECTIONS		3
6065	MISCELLANEOUS DETAILS		2
6199	OTHER		45
6310	K-9 TRACKING		6
6501	INSPECTION		9
6507	PATROL		6
6701	FOLLOW-UP INVEST - FIELD		4
	Grand	Total:	2,368

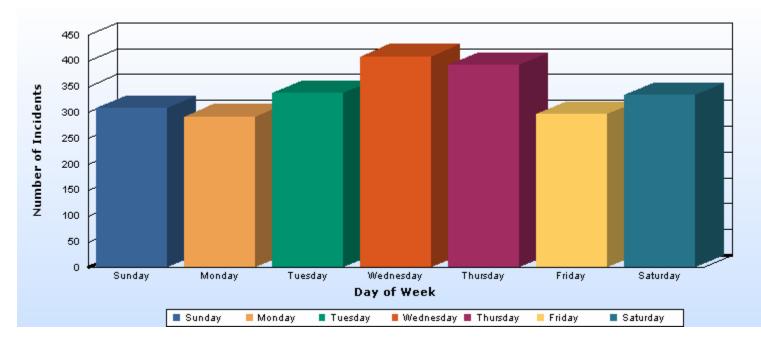




# Number of Incidents by Day

# **Report Description**

Timeframe : From 2011-06-01 00:00:00 To 2011-06-30 23:59:00 Location : MunicipalArea | YPSILANTI TOWNSHIP User Comments : 2011



Day of Week	Count
Sunday	308
Monday	292
Tuesday	338
Wednesday	408
Thursday	391
Friday	297
Saturday	334

Total

2,368





# Timeframe : From 2010-01-01 00:00:00 To 2010-06-30 23:59:00 Location : MunicipalArea | YPSILANTI TOWNSHIP

Offense Class Code	Offense Class Description	Count
210	CSC I - PENETRATION - P/V - FORCE	12
212	CSC III - PENETRATION - P/V - FORCE	3
215	CSC I - SODOMY - O/A - FORCE	3
216	CSC III - SODOMY - O/A - FORCE	1
225	CSC II - FONDLING - FORCE	4
226	CSC IV - FONDLING - FORCE	9
310	ROBBERY WITH FIREARM	13
318	ROBBERY WITH OTHER WEAPON	7
320	ROBBERY - STRONG-ARM	8
399	ROBBERY / CAR-JACKING - OTHER	2
410	ASSAULT WITH A FIREARM	11
430	ASSAULT - OTHER WEAPON	72
440	ASSAULT WITH HANDS - FISTS - FEET	16
450	ASSAULT AND BATTERY	250
460	INTIMIDATION / THREAT	104
462	AGGRAVATED STALKING - FELONY	1
463	AGGRAVATED STALKING - MISDEMEANOR	3
499	ASSAULT (ALL OTHER)	23
510	BURGLARY - HOME INVASION - 1ST DEGREE	178
512	BURGLARY - FORCE - NON-RESIDENTIAL	26
521	BURGLARY - NO FORCE - RESIDENTIAL	28
522	BURGLARY - NO FORCE - NON-RESIDENTIAL	7
620	PURSE SNATCHING	1
633	RETAIL FRAUD I - SHOPLIFTING OVER \$1000 - FELONY	13
634	RETAIL FRAUD II - SHOPLIFTING UNDER \$1000 - MISDEM	38
635	LARCENY OF GAS - SELF-SERVE	1
636	RETAIL FRAUD III MISD	12
643	LARCENY FROM VEHICLE - B&E (INCLUDES W/DAMAGE - 750.356 A-B)	113
653	OF VEHICLE PARTS / ACCESSORIES - B&E	14
670	IN A BUILDING	21
680	FROM COIN MACHINE	4
699	LARCENY - ALL OTHER	174
710	AUTOMOBILE (CAR) THEFT	81
799	ALL OTHER VEHICLE	1
810	ARSON	1
914	PARENTAL KIDNAPPING	3
916	ABDUCT NO RANSOM OR ASSAULT	1
1020	FORGERY - CHECKS (alter / copy / imitate & pass as genuine)	3
1030	FORGERY - ALL OTHER	1
1040	COUNTERFEITING - ALL	3
1112	BAD CHECKS	2
1115	FRAUD - CREDIT CARD / AUTO TELLER MACHINE- (ATM) / FINANCIAL TRANS. DEVICE US	E 18
1120	CONFIDENCE GAMES	3
7 10 14 4		7





- Timeframe : From 2010-01-01 00:00:00 To 2010-06-30 23:59:00 Location : MunicipalArea | YPSILANTI TOWNSHIP
- User Comments : Year to Date 2010

Offense Class Code	Offense Class Description	Count
1122	LARCENY BY CONVERSION	2
1134	DEFRAUD HOTEL/RESTAURANT	1
1155	FALSE STATEMENTS (FINANCIAL CONDITION)	3
1165	IDENTITY THEFT	9
1170	MVT - FAIL TO RETURN BORROWED VEHICLE	1
1176	RETAIL FRAUD II - MISREPRESENT PRICE	5
1177	RETAIL FRAUD III (MISRP PRICE)	1
1180	RETAIL FRAUD II - REFUND / EXCHANGE	1
1181	RETAIL FRUAD III (REFUND)	1
1199	ALL OTHER	72
1210	EMBEZZLEMENT	4
1330	STOLEN PROPERTY - RECEIVING / CONCEALING / POSSESSING	8
1340	STOLEN AUTO - REPORTED BY OTHER JURIS	7
1410	MDOP - MALICIOUS DESTRUCTION OF PROPERTY	195
1503	CCW PROHIBITED ZONE	1
1506	CONCEALED WEAPONS - ALL OTHER	5
1518	RECKLESS USE AND DISCHARGE OF WEAPON	1
1599	ALL OTHER VIOLATIONS	6
1610	PROSTITUTION AND VICE	7
1718	PEEPING TOM	1
1720	INDECENT EXPOSURE	5
1799	CSC - NON-FORCIBLE SEXUAL - OTHER	5
1814	CRACK COCAINE - USE / POSSESS	4
1816	COCAINE - USE / POSSESS	3
1820	MARIJUANA - SALE / MANUFACTURE	3
1821	MARIJUANA - USE / POSSESS	13
1834	HEROIN - USE / POSSESS	3
1853	OTHER NARCOTIC - USE / POSSESS	57
1875	NARCOTIC EQUIPMENT / DEVICE VIOLATIONS	5
1999	ALL OTHER	2
2015	CRUELTY TOWARD CHILD / NON-VIOLENT	2
2020	NEGLECT OF CHILD	6
2022	CRUELTY / NEGLECT - OTHER	11
2099	OTHER NON-VIOLENT OFFENSES	62
2115	OUI LIQUOR - includes per se	14
2116	SECOND OFFENSE	4
2125	OUI DRUGS	1
2205	ADULT - POSSESS / TRANSPORT OPEN CONTAINER / OPEN INTOX IN MOTOR VEH	2
2223	JUVENILE (16 & UNDER) USE / CONSUME / POSSESS ON ANY PROPERTY	3
2311	FILE FALSE POLICE REPORT	2
2315	CONTEMPT OF COURT - BENCH WARRANT - FTCJ	9
2316	PROBATION VIOLATION	4
2318	PAROLE VIOLATION	1





# Timeframe : From 2010-01-01 00:00:00 To 2010-06-30 23:59:00 Location : MunicipalArea | YPSILANTI TOWNSHIP

Offense Class CodeOffense Class DescriptionCount2319SEX OFFENDER REGISTRATION VIOLATION2321SOR FAIL TO COMPLY2324ALTERED I.D DISPLAY / POSSESS2395ESCAPE / FLIGHT - OTHER2397OBSTRUCT JUSTICE - OTHER2399OBSTRUCT POLICE - OTHER2405DISORDERLY CONDUCT2410DISTURB THE PEACE2440PUBLIC NUISANCE2441PUBLIC DRUNKENNESS2443OBSCENE TELEPHONE CALLS	7 10 1 5 8 15 521 1 486 5 70
2324ALTERED I.D DISPLAY / POSSESS2395ESCAPE / FLIGHT - OTHER2397OBSTRUCT JUSTICE - OTHER2399OBSTRUCT POLICE - OTHER2405DISORDERLY CONDUCT2410DISTURB THE PEACE2440PUBLIC NUISANCE2441PUBLIC DRUNKENNESS	1 5 15 521 1 486 5
2395ESCAPE / FLIGHT - OTHER2397OBSTRUCT JUSTICE - OTHER2399OBSTRUCT POLICE - OTHER2405DISORDERLY CONDUCT2410DISTURB THE PEACE2440PUBLIC NUISANCE2411PUBLIC DRUNKENNESS	5 8 15 521 1 486 5
2397OBSTRUCT JUSTICE - OTHER2399OBSTRUCT POLICE - OTHER2405DISORDERLY CONDUCT2410DISTURB THE PEACE2440PUBLIC NUISANCE2441PUBLIC DRUNKENNESS	8 15 521 1 486 5
2399OBSTRUCT POLICE - OTHER2405DISORDERLY CONDUCT2410DISTURB THE PEACE2440PUBLIC NUISANCE2441PUBLIC DRUNKENNESS	15 521 1 486 5
2405DISORDERLY CONDUCT2410DISTURB THE PEACE2440PUBLIC NUISANCE2441PUBLIC DRUNKENNESS	521 1 486 5
2410DISTURB THE PEACE2440PUBLIC NUISANCE2441PUBLIC DRUNKENNESS	1 486 5
2440PUBLIC NUISANCE2441PUBLIC DRUNKENNESS	486 5
2441 PUBLIC DRUNKENNESS	5
2443 OBSCENE TELEPHONE CALLS	70
2452 FALSELY SUMMON POLICE OFFICER	1
2454 CURFEW VIOLATION	12
2456 LOITERING - 17 YEARS AND OLDER	41
2499 DISORDERLY - ALL OTHER	107
2535 UNLAWFUL ENTRY - NO INTENT	2
2545 FIRECRACKERS / FIREWORKS - ILLEGAL POSSESSION / USE / SALE / FURNISH	19
2551 FALSE FIRE ALARM	2
2560 TRESPASS	34
2568 PURCHASE CIGARETTES	2
2612 DRUGS - ADULTERATED (TAMPERED WITH)	1
2614 INVASION OF PRIVACY - OTHER	1
2688 DOG LAW VIOLATIONS	1
2689 ANIMALS AT LARGE	253
2690 SOLICITATION TO COMMIT A CRIMINAL OFFENSE	25
2691 CONSERVATION LAWS	29
2693 HEALTH/SAFETY VIOLATIONS	5
2694 CIVIL RIGHTS VIOLATIONS	10
2697 ANIMAL CRUELTY 4 YR FEL	8
2701 LOCAL ORDINANCES - ANIMAL CONTROL ORDINANCES	7
2702 LOCAL ORDINANCES - ANIMAL CONTROL ORDINANCES	3
2706 LOCAL ORDINANCES - ANIMAL CONTROL ORDINANCES	1
2735 LOCAL ORDINANCES - OPEN FOR ANY	1
2736 LOCAL ORDINANCES - OPEN FOR ANY	2
2756 LOCAL ORDINANCES - SOLICITOR / PEDDLERS ORDINANCES	6
2780 LOCAL ORDINANCES - OPEN FOR ANY	34
2785 LOCAL ORDINANCES - OPEN FOR ANY	1
2795 LOCAL ORDINANCES - OPEN FOR ANY	1
2796 LOCAL ORDINANCES - OPEN FOR ANY	1
2820 RUNAWAY	64
2821 RECOVERED RUNAWAY	1
2822 LOST / MISSING JUVENILE	8
2825 INCORRIGIBILITY	7





# Incident Summary Report

## **Report Description**

### Timeframe : From 2010-01-01 00:00:00 To 2010-06-30 23:59:00 Location : MunicipalArea | YPSILANTI TOWNSHIP User Comments : Year to Date 2010

Offense Class Code Offense Class Description MALICIOUS MISCHIEF JUVENILE TRANSPORT ALL OTHER FAIL TO STOP AND I.D. ACCIDENT CARELESS DRIVING RECKLESS DRIVING **OPS LICENSE SUSPENDED / REVOKED** VEHICLE REGISTRATION - IMPROPER / EXPIRED VEHICLE INSURANCE - NONE / EXPIRED DWLS 2ND **OPS - NEVER ACQUIRED** NO OPS ON PERSON ALL OTHER FELONY MISDEMEANOR TRAFFIC FELONY - O/JURIS **MISDEMEANOR - O/JURIS** TRAFFIC - O/JURIS CIVIL / FRIEND OF THE COURT ACC, SINGLE MOTOR VEH ACC, HEAD ON ACC, ANGLE ACC, REAR END ACC, SIDESWIPE-SAME ACC, OTHER/KNOWN ACC, INJURY TYPE A ACC, INJURY TYPE B ACC, INJURY TYPE C TRAFFIC CRASHES - PROPERTY DAMAGE **PROPERTY DAMAGE - HBD** MOTOR VEHICLE - ANIMAL PROPERTY DAMAGE - H & R PERSONAL INJURY PEDESTRIAN - PERSONAL INJURY **BICYCLE - PERSONAL INJURY** PERSONAL INJURY - H & R PRIVATE PROPERTY PRIVATE PROPERTY - PERSONAL INJURY PRIVATE PROPERTY - OPEN PRIVATE PROPERTY - H & R ACCIDENTS (ALL OTHER) SUDDEN DEATH - NATURAL 





Offense Class Code	Offense Class Description	Count
3207	SUDDEN DEATH - ACCIDENT	1
3208	DEATH INVESTIGATION - CAUSE UNKNOWN	20
3212	PERSON THROUGH ICE	1
3215	SUICIDE - ADULT	4
3217	ATTEMPT SUICIDE - ADULT	7
3225	OVERDOSE - DRUGS	1
3250	MENTAL	136
3299	WELFARE CHECK	45
3309	LIQUOR INSPECTION	1
3310	FAMILY TROUBLE	444
3311	CUSTOMER TROUBLE	20
3312	NEIGHBORHOOD TROUBLE	95
3313	CONFISCATED PROPERTY	1
3314	MISSING PERSONS	44
3316	LOST PROPERTY	28
3318	FOUND PROPERTY	30
3319	FOUND BICYCLE	2
3320	OPEN BUILDINGS	5
3324	SUSPICIOUS CIRCUMSTANCES	1,411
3326	SUSPICIOUS VEHICLES	90
3328	SUSPICIOUS PERSONS	481
3330	ASSIST OTHER LAW ENFORCEMENT AGENCY	149
3331	ASSIST MEDICAL	315
3332	ASSIST FIRE DEPT	11
3333	ASSIST MOTORIST	107
3334	ASSIST OTHER GOVT AGENCY	15
3336	ASSIST CITIZEN	473
3337	ASSIST CITIZEN - VEH LOCKOUT	1
3338	ARREST ASSIST - OTHER AGENCY	5
3344	RECOVERED STOLEN VEHICLE - OTHER JURISDICTION	6
3345	ACCIDENTAL PROPERTY DAMAGE	11
3351	CIVIL - LANDLORD / TENANT	143
3352	CIVIL - VEHICLE TAKEN WITHOUT PERMISSION	2
3354	CIVIL - FAIL TO RETURN BORROWED VEHICLE	3
3355	CIVIL MATTER - OTHER	265
3360	DISCHARGE OF WEAPON BY OFFICER	2
3399	ALL OTHER	7
3409	CIVIL MATTER - WATERCRAFT	1
3410	LIVERY INSPECTION	1
3414	ASSIST BOATERS	1
3478	MISCELLANEOUS ORV COMPLAINTS	1
3480	SCUBA EQUIPMENT MAINTENANCE	2
3499	ALL OTHER COMPLAINTS	1





Offense Class Code	Offense Class Description	Count
3501	OPEN GENERIC	275
3505	OPEN GENERIC	26
3508	OPEN GENERIC	20
3509	OPEN GENERIC	207
3511	OPEN GENERIC	11
3520	OPEN GENERIC	1
3523	OPEN GENERIC	477
3524	OPEN GENERIC	35
3525	OPEN GENERIC	5
3527	OPEN GENERIC	1
3529	OPEN GENERIC	8
3596	OPEN GENERIC	4
3597	OPEN GENERIC	47
3599	OPEN GENERIC	59
3702	ROAD HAZARD	104
3704	ABANDONED AUTO	124
3706	VEHICLE IMPOUND	17
3708	PRIVATE IMPOUND	273
3710	VEHICLE OFF ROADWAY - CID	3
3714	ATV COMPLAINT	1
3720	MOTORCYCLE COMPLAINT	1
3728	PARKING COMPLAINT	30
3730	TRAFFIC MISCELLANEOUS A COMPLAINT	6
3732	TRAFFIC MISCELLANEOUS B COMPLAINT	51
3740	PROPERTY DAMAGE ACCIDENT - NO UD10	2
3742	ACCIDENT - MUNICIPAL VEHICLE	1
3762	COMMERCIAL VEHICLE IMPOUND	2
3799	TRAFFIC MISC	20
3803	ANIMAL - BARKING DOG	63
3804	ANIMAL COMPLAINT	151
3808	ANIMAL BITE / SCRATCH	44
3812	ANIMAL PICK-UP - ALIVE	47
3902	BURGLARY ALARM	849
3904	OPEN	62
3906	ROBBERY	17
3907	PANIC ALARM	63
3909	DURESS ALARM	1
3910	VEHICLE	3
3999	ALARMS ALL OTHER	4
4035	HIT AND RUN	3
4036	FAIL TO STOP AND ID	2
4041	SPEEDING	1
4054	FAIL TO STOP FOR SCHOOL BUS	22





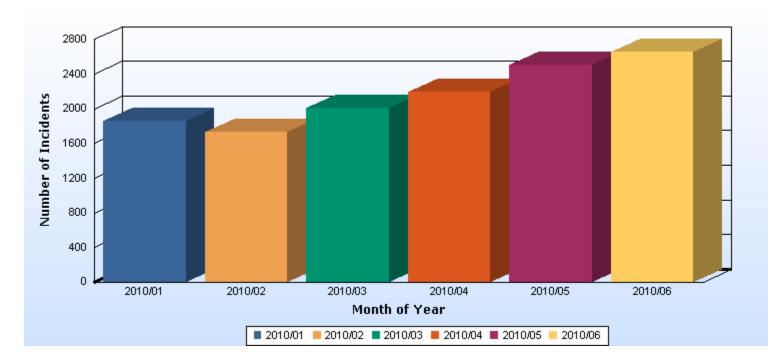
Offense Class Code	Offense Class Description	Count
4105	EQUIPMENT	1
4222	ABANDONED MOTOR VEHICLE	6
4311	OPS LICENSE SUSPENDED / REVOKED	1
4312	NO OPS ON PERSON	3
4598	MISCELLANEOUS - TTTT	1
4925	COMMERCIAL VEHICLE - WARNING	1
5170	FALSE CALL I/I/C/F	50
6012	TRAFFIC CONTROL	6
6018	VEHICLE INSPECTIONS	22
6065	MISCELLANEOUS DETAILS	1
6072	PRISONER TRANSPORT	1
6088	POLICE TRAINING	2
6199	OTHER	244
6310	K-9 TRACKING	23
6501	INSPECTION	26
6507	PATROL	15
6605	SERVE WARRANT / SUBPOENA	1
6701	FOLLOW-UP INVEST - FIELD	4
	Grand To	otal: 12,954





# Number of Incidents by Month

# **Report Description**



Month of Year	Count
January, 2010	1,857
February, 2010 March, 2010	1,729 2,014
April, 2010	2,191
May, 2010 June, 2010	2,509 2,654
Total	12.954





# Timeframe : From 2011-01-01 00:00:00 To 2011-06-30 23:59:00 Location : MunicipalArea | YPSILANTI TOWNSHIP

Offense Class Code	Offense Class Description	Count
101	MURDER WITH FIREARM	3
103	MURDER OTHER WEAPON	1
116	DELIVER CONTROLLED SUBSTANCE CAUSING DEATH	1
210	CSC I - PENETRATION - P/V - FORCE	24
212	CSC III - PENETRATION - P/V - FORCE	2
215	CSC I - SODOMY - O/A - FORCE	3
216	CSC III - SODOMY - O/A - FORCE	3
220	CSC I - WITH OBJECT - FORCE	3
221	CSC III - WITH OBJECT - FORCE	1
225	CSC II - FONDLING - FORCE	2
226	CSC IV - FONDLING - FORCE	4
310	ROBBERY WITH FIREARM	14
318	ROBBERY WITH OTHER WEAPON	2
320	ROBBERY - STRONG-ARM	13
399	ROBBERY / CAR-JACKING - OTHER	3
410	ASSAULT WITH A FIREARM	14
430	ASSAULT - OTHER WEAPON	68
440	ASSAULT WITH HANDS - FISTS - FEET	11
450	ASSAULT AND BATTERY	302
460	INTIMIDATION / THREAT	117
462	AGGRAVATED STALKING - FELONY	2
463	AGGRAVATED STALKING - MISDEMEANOR	4
499	ASSAULT (ALL OTHER)	106
510	BURGLARY - HOME INVASION - 1ST DEGREE	144
512	BURGLARY - FORCE - NON-RESIDENTIAL	37
521	BURGLARY - NO FORCE - RESIDENTIAL	25
522	BURGLARY - NO FORCE - NON-RESIDENTIAL	7
610	PICKPOCKET	1
620	PURSE SNATCHING	4
633	RETAIL FRAUD I - SHOPLIFTING OVER \$1000 - FELONY	42
634	RETAIL FRAUD II - SHOPLIFTING UNDER \$1000 - MISDEM	7
635	LARCENY OF GAS - SELF-SERVE	6
636	RETAIL FRAUD III MISD	11
643	LARCENY FROM VEHICLE - B&E (INCLUDES W/DAMAGE - 750.356 A-B)	81
653	OF VEHICLE PARTS / ACCESSORIES - B&E	11
670	IN A BUILDING	50
680	FROM COIN MACHINE	2
699	LARCENY - ALL OTHER	108
710	AUTOMOBILE (CAR) THEFT	82
799	ALL OTHER VEHICLE	7
810	ARSON	6
912	KIDNAPPING	1
1020	FORGERY - CHECKS (alter / copy / imitate & pass as genuine)	5





# Timeframe : From 2011-01-01 00:00:00 To 2011-06-30 23:59:00 Location : MunicipalArea | YPSILANTI TOWNSHIP

Offense Class Code	Offense Class Description	Count
1040	COUNTERFEITING - ALL	20
1112	BAD CHECKS	12
1115	FRAUD - CREDIT CARD / AUTO TELLER MACHINE- (ATM) / FINANCIAL TRANS. DEVICE USE	21
1120	CONFIDENCE GAMES	29
1122	LARCENY BY CONVERSION	11
1134	DEFRAUD HOTEL/RESTAURANT	2
1155	FALSE STATEMENTS (FINANCIAL CONDITION)	2
1165	IDENTITY THEFT	9
1168	WIRE - PHONE - COMPUTER	1
1182	MAIL	1
1184	ACQ MV DUR DENIAL DRV LIC	1
1199	ALL OTHER	21
1210	EMBEZZLEMENT	4
1220	EXTORTION / BLACKMAIL	1
1330	STOLEN PROPERTY - RECEIVING / CONCEALING / POSSESSING	6
1340	STOLEN AUTO - REPORTED BY OTHER JURIS	11
1410	MDOP - MALICIOUS DESTRUCTION OF PROPERTY	149
1420	MDOP TO POLICE / FIRE PROPERTY	2
1506	CONCEALED WEAPONS - ALL OTHER	8
1518	RECKLESS USE AND DISCHARGE OF WEAPON	3
1599	ALL OTHER VIOLATIONS	5
1610	PROSTITUTION AND VICE	14
1699	COMMERCIAL SEX - OTHER	2
1718	PEEPING TOM	1
1720	INDECENT EXPOSURE	1
1775	PORNOGRAPHY - OBSCENE MATERIAL	1
1799	CSC - NON-FORCIBLE SEXUAL - OTHER	4
1813	CRACK COCAINE - SALE / MANUFACTURE	1
1816	COCAINE - USE / POSSESS	2
1820	MARIJUANA - SALE / MANUFACTURE	9
1821	MARIJUANA - USE / POSSESS	12
1833	HEROIN - SALE / MANUFACTURE	1
1834	HEROIN - USE / POSSESS	1
1836	ECSTASY - POSSESS	1
1840	HALLUCINOGEN - SALE / MANUFACTURE	1
1853	OTHER NARCOTIC - USE / POSSESS	47
1872	FRAUDULENT PROCUREMENT / PRESCRIPTION - NARCOTIC	1
1875	NARCOTIC EQUIPMENT / DEVICE VIOLATIONS	7
1920	NUMBERS - LOTTERY	2
2015	CRUELTY TOWARD CHILD / NON-VIOLENT	1
2020	NEGLECT OF CHILD	7
2022	CRUELTY / NEGLECT - OTHER	7
2024	NEGLECT FAMILY; NON-SUPPORT - DESERTION - ABANDON	1





# Timeframe : From 2011-01-01 00:00:00 To 2011-06-30 23:59:00 Location : MunicipalArea | YPSILANTI TOWNSHIP

Offense Class Code	Offense Class Description	Count
2099	OTHER NON-VIOLENT OFFENSES	1
2115	OUI LIQUOR - includes per se	8
2116	SECOND OFFENSE	2
2121	CHILD ENDANGERMENT OCC<16	3
2125	OUI DRUGS	4
2205	ADULT - POSSESS / TRANSPORT OPEN CONTAINER / OPEN INTOX IN MOTOR VEH	5
2215	UNDERAGE (17-20 YEARS) USE / CONSUME / POSSESS ON ANY PROPERTY	2
2223	JUVENILE (16 & UNDER) USE / CONSUME / POSSESS ON ANY PROPERTY	3
2311	FILE FALSE POLICE REPORT	1
2315	CONTEMPT OF COURT - BENCH WARRANT - FTCJ	15
2318	PAROLE VIOLATION	2
2321	SOR FAIL TO COMPLY	11
2395	ESCAPE / FLIGHT - OTHER	5
2397	OBSTRUCT JUSTICE - OTHER	8
2399	OBSTRUCT POLICE - OTHER	8
2405	DISORDERLY CONDUCT	388
2410	DISTURB THE PEACE	6
2440	PUBLIC NUISANCE	392
2441	PUBLIC DRUNKENNESS	5
2443	OBSCENE TELEPHONE CALLS	5
2454	CURFEW VIOLATION	11
2456	LOITERING - 17 YEARS AND OLDER	30
2499	DISORDERLY - ALL OTHER	85
2535	UNLAWFUL ENTRY - NO INTENT	5
2540	POSS OF BURGLARY TOO	1
2545	FIRECRACKERS / FIREWORKS - ILLEGAL POSSESSION / USE / SALE / FURNISH	20
2560	TRESPASS	14
2599	ALL OTHER	2
2608	STATE / FEDERAL OFFENSES -MAIL TAMPERING	1
2614	INVASION OF PRIVACY - OTHER	5
2688	DOG LAW VIOLATIONS	15
2689	ANIMALS AT LARGE	120
2690	SOLICITATION TO COMMIT A CRIMINAL OFFENSE	6
2691	CONSERVATION LAWS	29
2693	HEALTH/SAFETY VIOLATIONS	3
2694	CIVIL RIGHTS VIOLATIONS	2
2697	ANIMAL CRUELTY 4 YR FEL	1
2701	LOCAL ORDINANCES - ANIMAL CONTROL ORDINANCES	7
2702	LOCAL ORDINANCES - ANIMAL CONTROL ORDINANCES	2
2704	LOCAL ORDINANCES - ANIMAL CONTROL ORDINANCES	3
2706	LOCAL ORDINANCES - ANIMAL CONTROL ORDINANCES	1
2756	LOCAL ORDINANCES - SOLICITOR / PEDDLERS ORDINANCES	12
2780	LOCAL ORDINANCES - OPEN FOR ANY	131





# Timeframe : From 2011-01-01 00:00:00 To 2011-06-30 23:59:00 Location : MunicipalArea | YPSILANTI TOWNSHIP

Offense Class Code	Offense Class Description	Count
2785	LOCAL ORDINANCES - OPEN FOR ANY	3
2820	RUNAWAY	38
2821	RECOVERED RUNAWAY	5
2822	LOST / MISSING JUVENILE	11
2825	INCORRIGIBILITY	23
2840	MALICIOUS MISCHIEF	43
2845	SAFETY VIOLATIONS	2
2855	JUVENILE TRANSPORT	1
2899	ALL OTHER	141
2922	FAIL TO STOP AND I.D. ACCIDENT	2
2923	FAIL TO REPORT ACCIDENT	1
2924	CARELESS DRIVING	1
2925	RECKLESS DRIVING	11
2931	OPS LICENSE SUSPENDED / REVOKED	38
2933	VEHICLE REGISTRATION - IMPROPER / EXPIRED	4
2935	DWLS 2ND	24
2936	OPS - NEVER ACQUIRED	1
2999	ALL OTHER	5
3010	FELONY	34
3020	MISDEMEANOR	150
3030	TRAFFIC	3
3040	FELONY - O/JURIS	27
3050	MISDEMEANOR - O/JURIS	76
3060	TRAFFIC - O/JURIS	1
3070	CIVIL / FRIEND OF THE COURT	8
3104	ACC, ANGLE	1
3112	ACC, INJURY TYPE A	1
3113	ACC, INJURY TYPE B	1
3114	ACC, INJURY TYPE C	7
3145	TRAFFIC CRASHES - PROPERTY DAMAGE	304
3148	MOTOR VEHICLE - ANIMAL	2
3149	PROPERTY DAMAGE - BICYCLE	1
3150	PROPERTY DAMAGE - H & R	78
3155	PERSONAL INJURY	58
3157	PEDESTRIAN - NO INJURY	1
3158	PEDESTRIAN - PERSONAL INJURY	1
3160	PERSONAL INJURY - H & R	4
3170	PRIVATE PROPERTY	28
3173	PRIVATE PROPERTY - OPEN	2
3175	PRIVATE PROPERTY - H & R	15
3199	ACCIDENTS (ALL OTHER)	4
3205	SUDDEN DEATH - NATURAL	10
3208	DEATH INVESTIGATION - CAUSE UNKNOWN	29
		_ /





Offense Class Code	Offense Class Description	Count
3215	SUICIDE - ADULT	10
3217	ATTEMPT SUICIDE - ADULT	6
3221	ATTEMPT SUICIDE - JUVENILE	1
3225	OVERDOSE - DRUGS	12
3235	INJURED PERSON	1
3250	MENTAL	119
3251	WALKAWAY / ESCAPE MENTAL INSTITUTION	1
3255	OCCUPATIONAL INJURIES	1
3262	HOSPICE DEATH	2
3299	WELFARE CHECK	187
3309	LIQUOR INSPECTION	2
3310	FAMILY TROUBLE	565
3311	CUSTOMER TROUBLE	156
3312	NEIGHBORHOOD TROUBLE	114
3314	MISSING PERSONS	29
3316	LOST PROPERTY	19
3318	FOUND PROPERTY	36
3319	FOUND BICYCLE	1
3320	OPEN BUILDINGS	1
3324	SUSPICIOUS CIRCUMSTANCES	704
3326	SUSPICIOUS VEHICLES	67
3328	SUSPICIOUS PERSONS	837
3330	ASSIST OTHER LAW ENFORCEMENT AGENCY	149
3331	ASSIST MEDICAL	422
3332	ASSIST FIRE DEPT	47
3333	ASSIST MOTORIST	99
3334	ASSIST OTHER GOVT AGENCY	11
3336	ASSIST CITIZEN	349
3337	ASSIST CITIZEN - VEH LOCKOUT	4
3338	ARREST ASSIST - OTHER AGENCY	5
3342	RECOVERED STOLEN PROPERTY - OTHER JURISDICTION	2
3344	RECOVERED STOLEN VEHICLE - OTHER JURISDICTION	9
3345	ACCIDENTAL PROPERTY DAMAGE	8
3351	CIVIL - LANDLORD / TENANT	243
3352	CIVIL - VEHICLE TAKEN WITHOUT PERMISSION	4
3354	CIVIL - FAIL TO RETURN BORROWED VEHICLE	7
3355	CIVIL MATTER - OTHER	139
3399	ALL OTHER	12
3480	SCUBA EQUIPMENT MAINTENANCE	1
3499	ALL OTHER COMPLAINTS	1
3501	OPEN GENERIC	338
3502	OPEN GENERIC	2
3503	OPEN GENERIC	3





Offense Class Code	Offense Class Description	Count
Offense Class Code 3504	Offense Class Description OPEN GENERIC	2
3505	OPEN GENERIC	20
3508	OPEN GENERIC	49
3509	OPEN GENERIC	270
3510	OPEN GENERIC	1
3511	OPEN GENERIC	37
3523	OPEN GENERIC	682
3524	OPEN GENERIC	41
3525	OPEN GENERIC	3
3527	OPEN GENERIC	3
3528	OPEN GENERIC	7
3529	OPEN GENERIC	21
3531	OPEN GENERIC	12
3532	OPEN GENERIC	9
3537	OPEN GENERIC	1
3589	OPEN GENERIC	1
3591	OPEN GENERIC	1
3596	OPEN GENERIC	30
3597	OPEN GENERIC	5
3599	OPEN GENERIC	91
3702	ROAD HAZARD	114
3704	ABANDONED AUTO	128
3706	VEHICLE IMPOUND	7
3707	VEHICLE RELEASE	3
3708	PRIVATE IMPOUND	237
3710	VEHICLE OFF ROADWAY - CID	4
3714	ATV COMPLAINT	2
3720	MOTORCYCLE COMPLAINT	1
3728	PARKING COMPLAINT	90
3730	TRAFFIC MISCELLANEOUS A COMPLAINT	12
3799	TRAFFIC MISC	32
3803	ANIMAL - BARKING DOG	41
3804	ANIMAL COMPLAINT	164
3806	ANIMAL ALIVE - PUT TO SLEEP	1
3808	ANIMAL BITE / SCRATCH	100
3812	ANIMAL PICK-UP - ALIVE	32
3902	BURGLARY ALARM	809
3904	OPEN	29
3906	ROBBERY	6
3907	PANIC ALARM	64
3910		6
4035	HIT AND RUN	3
4040	TRAFFIC - HAZARDOUS TRAFFIC	1





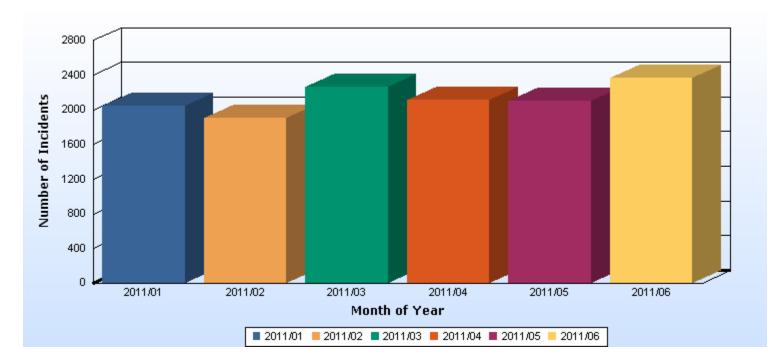
		<u> </u>
Offense Class Code	Offense Class Description	Count
4054	FAIL TO STOP FOR SCHOOL BUS	12
4071	PEDESTRIAN IN ROADWAY	2
4091	OPEN TRAFFIC - HAZARDOUS CITATIONS	1
4205	HANDICAPPED	3
4211	FIRE LANE	1
4215	NON-STATE LAW VIOLATIONS	1
4222	ABANDONED MOTOR VEHICLE	10
4598	MISCELLANEOUS - TTTT	15
4599	MISCELLANEOUS - UUUU	6
5015	DWELLING - SINGLE FAMILY	2
5170	FALSE CALL I/I/C/F	24
6012	TRAFFIC CONTROL	9
6018	VEHICLE INSPECTIONS	14
6065	MISCELLANEOUS DETAILS	4
6088	POLICE TRAINING	4
6199	OTHER	279
6310	K-9 TRACKING	27
6501	INSPECTION	51
6507	PATROL	54
6605	SERVE WARRANT / SUBPOENA	1
6701	FOLLOW-UP INVEST - FIELD	9
	Grand	
	Granu	Total: 12,790





# Number of Incidents by Month

# **Report Description**



Month of Year	Count
January, 2011	2,042
February, 2011	1,902
March, 2011	2,265
April, 2011	2,114
May, 2011	2,099
June, 2011	2,368
Total	12,790

**Residential Services** 

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



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

# MEMORANDUM

- TO: Charter Township of Ypsilanti Board of Trustees
- FROM: Jeff Allen, Director of Residential Services
- DATE: July 11, 2011
- RE: RSD Monthly Board Report-June/July 2011

Many large projects are coming to a close here in these summer months.

We have finished the golf course pro shop, complete with new structural beams and built a larger storage room for the shop. They have been operating in there since the 4<sup>th</sup> of July holiday weekend. There is a need for some new carpeting which is probably best to wait until the next winter. There were also some improvements made with regard to the water/ice issue that occurred during the winter. The siding and back boards were replaced as well as filling in the hole from the old window air conditioner unit.

The Camtronics cameras are installed and video is being collected by the company. We are meeting on July 13 to begin the software work to get the images here at the Civic Center/Police Station. The training of detectives would be next. The potential to collect the video is there should something occur however.

Honeywell is 95% complete with this phase of work. We anticipate all of the jobs that they are working on to be complete by the end of August. They are currently working on the temperature controls over in the Community Center. The lighting rebate we have applied for from the DTE "Yoursavings" plan, totals about \$8,500 and we don't anticipate any problem when they do their audit yet this week. We will still be applying for more rebates from DTE in the next week. This additional one would cover the Main Fire Station and the Compost Site.

I met with a representative from our Worker Compensation company to go over job duties as it relates to our employees with restrictions. It was a very worthwhile time to try to get both placement and solid job assignments for our field workers. Sometimes the insurance company doesn't have the same perspective when sitting in an office as when they are out in the field.

I met a resident out on site at his house that had been broken into by vandals. He lives on Parkwood and backs up to the new field we had acquired from the church in the tax sale. The next day I met with our roadside mower and had him go in there and knock down a bunch of the tall weeds that these vandals were using as cover for plotting their actions.

We continue to get requests from Condominium Associations to help reduce their trash bills. As you may know, Condo owners are paying the same millage for Environmental Services but are not getting the same service. For the most part, we do not provide trash, recycling or yard waste pick up for them. In addition there isn't any brush pick up as well. We have had a recent rash of requests to add recycling at some of these places. I met with representatives of Waste Management and we have agreed to add a number of these residents onto our pick up schedule. In the long run, this should make for less trash pickup in these complexes from their private contractor.

I have made internet inquiries to Nixle.com and to Honeywell Inc. with regard to communication with residents. I have filled out two questionnaires on Nixle to get them to call me back and set up a meeting but to no avail. Honeywell has a service called "Instant Alert" Plus for Municipalities. I did meet with the Honeywell Representative and their program seems expensive. What I am trying to explore is the possibility of getting better lines of communication between the Township and our residents. I can best relate it to the program that the County runs on various levels, including the Sheriff's department through Nixle. I am signed up with that program and get alerts when some criminal activity occurs in my area. Furthermore, I am on the notification list from the Office of Emergency Preparedness and get weather alert notices. My thoughts are that I would like to allow the residents some opportunity to get any or all of these types of communication. I could foresee this also extending to communice to certain

areas of our residents should some notice of our service be delayed. For instance, if Waste Management had a truck breakdown and could not pick up in certain neighborhoods, we could send out an alert to those residents to leave their materials out and we will get it the next day. This communication device could also send out other information as in voting deadlines, etc. This system is similar in nature to the call/fan out that schools have for snow days.

There has also been a lot of time over the past week spent on putting a draft budget together for the 2012 year. We will certainly have some challenges ahead, especially in the Environmental Services area, including the Compost Site.

I also participated in the automated payroll training session conducted for some of our supervisors. This system will certainly take some getting used to. It may pose to be a bit too difficult for our seasonal staff that comes and goes at various hours from various sites.

I met with some directors and the full-time officials to strategically plan out our capital improvement plans as it relates to roads in the Township.

The Hydro Station continues to operate safely and continues to get routine safety inspections and preventive maintenance. Operators had no call-ins for the month.

Contract Energy Non Contract	MWh Estimated Delivered 753.802	\$	Estimated Gross 34,407.96
Energy	250.092	\$	3,041.12
Total Energy 1,003.894		\$	37,449.08
		\$	
	Administration Charge Rider Charge		998.87
			312.00
	Total Edison Charges to Ford		
	Lake	\$	1,310.87
	Escrow Agreement	\$	3,776.55
Total Deducti		\$	5,087.42

Production Month: June-11

Est. Obligation by Deco to \$ 32,361.66

## Hydro

# **Operation Summary**

	June	YTD	2010
Days Online	30	180	362
Generation MWH (estimated)	1,003.894	6,486.580	7,972.180
Generation lost MWH (estimated)*	32.130	63.405	414.165
*losses related to scheduled & unscheduled maintenance and water quality discharges.			
After Hour Call In Water levels Mechanical/Electrical Other	0 0 <u>0</u>	25 3 0	32 4 4
Totals	0	28	40

# Activities: Ford Lake Dam

## General Summary:

May's weather helped production in June. Electrical production was above normal for the month even though we had about 1.6" of rain in June.

The powerhouse is running smoothly. Routine maintenance is being done and some planned maintenance is being planned in late July or early August.

# Water Quality Summary:

The water quality monitoring began on June 1; operators are monitoring the water quality conditions and taking readings as outline in the WQ Plan. The hydro bottom discharged for 5.3 days in late June to help with water quality in Ford Lake.

Month	Days spilling	Lost KWh*	Lost \$ *	2010
May	0	0	0	\$ 200
June	5.3	32,130	1,212	\$ 2,115
July				\$ 8,560
August				\$ 3,592
September				\$ 0
October				\$ 0
Totals	5.3	*32,130	*\$1,212	*\$ 14,467
*esti	imated			

# Regulatory Update:

Nuisance Plant Survey- Annual survey to monitor Purple Loosestrife and Emersion Water Milfoil throughout the lake was done last July. As part of the process, Purple Loosestrife is removed by hand pulling from Township lands along the lake. Michael and I worked with MDEQ and MDOT to release beetles to help control the Purple Loosestrife. The release was done in May in North Bay.

Security Program is in the final stages of being updated. Operators are working on addressing item in the assessment to improve security. This is a requirement of FERC.

# Other:

The Hydro and IT Manager are looking into saving cost on communications. It may possible to upgrade some of the equipment to YCUA and DTE to save on monthly AT&T charges. This will likely take many months to complete.

# Sargent Charles Dam and Tyler Dam

Each dam continues to get routine safety inspections and appropriate maintenance.

Tyler Dam - 5 year inspection. No major findings were found during the safety inspection, however, the State inspector showed concern of the deteriorated sidewalks on the bridge. Michael Saranen and I are looking into how we should resolve any items related to the report and looking into the future.

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

# AGENDA (Revised – 07/19/11)

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. 2010 FINANCIAL STATEMENTS PRESENTATION
  - A. ALAN PANTER, CPA FROM ABRAHAM & GAFFNEY
- 4. INTERGOVERNMENTAL AGREEMENT BETWEEN WAYNE COUNTY LAND BANK, CHARTER TOWNSHIP OF YPSILANTI AND WASHTENAW COUNTY TREASURER'S OFFICE.
- 5. PUBLIC COMMENTS
  - 1. PROVIDE NAME AND ADDRESS
  - 2. SPEAK ON ITEMS NOT FORMALLY LISTED ON THE AGENDA
  - 3. LIMIT COMMENTS TO THREE (3) MINUTES

PLEASE NOTE THAT EACH AGENDA ITEM BEING CONSIDERED BY THE BOARD IS OPEN TO PUBLIC COMMENTS.

- 6. CONSENT AGENDA
  - A. JUNE 21, 2011 REGULAR MEETING AND EXECUTIVE SESSION MINUTES
  - B. JUNE 29, 2011 SPECIAL MEETING AND EXECUTIVE SESSION MINUTES
  - C. JUNE 2011 TREASURER REPORT
  - D. STATEMENTS AND CHECKS FOR JULY 5, 2011 AND JULY 19, 2011
- 7. SUPERVISOR REPORT
- 8. CLERK REPORT
- 9. TREASURER REPORT
- 10. TRUSTEE REPORT

### 11. ATTORNEY REPORT

- A. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IF NECESSARY, IN WASHTENAW COUNTY CIRCUIT COURT AGAINST RESPONSIBLE PARTIES TO ABATE PUBLIC NUISANCE FOR THE PROPERTY LOCATED AT 221 TAFT
- B. GENERAL LEGAL UPDATE

## **OLD BUSINESS**

- 1. 2<sup>ND</sup> READING RESOLUTION NO. 2011-11, ORDINANCE NO. 2011-416--REQUEST OF PROPERTY OWNER, ROBERT SPENCER OF GRAND TETON PROPERTIES TO REZONE 5401 WHITTAKER ROAD FROM OS-1, OFFICE SERVICE DISTRICT TO TC3, TOWN CENTER 3 (1<sup>ST</sup> READING HELD AT THE JUNE 21, 2011 REGULAR MEETING)
- 2. 2<sup>ND</sup> READING ORDINANCE NO. 2011-418, SEWAGE DISPOSAL SERVICE RATE INCREASE (1<sup>ST</sup> READING HELD AT THE JUNE 21, 2011 REGULAR MEETING)
- 3. 2<sup>ND</sup> READING RESOLUTION NO. 2011-13, AMENDING PD STAGE II & DEVELOPMENT AGREEMENT ASSOCIATED WITH 770 JAMES L. HART PARKWAY (1<sup>ST</sup> READING HELD AT THE JUNE 21, 2011 REGULAR MEETING)
- 4. 2<sup>ND</sup> READING RESOLUTION NO. 2011-12, ORDINANCE NO. 2011-417, DOG BREEDER PERMIT REQUIREMENT (1<sup>ST</sup> READING HELD AT THE JUNE 21, 2011 REGULAR MEETING)

### NEW BUSINESS

- 1. BUDGET AMENDMENT #7
- 2. ACCEPT RESIGNATION OF DEAN RUSSELL FROM THE WATER CONSERVATION ADVISORY COMMISSION, EFFECTIVE IMMEDIATELY
- 3. APPOINTMENT TO THE VACANT SEAT ON YPSILANTI TOWNSHIP PARK COMMISSION (accepted the resignation of Theodore Vasicek at the 06/21/11 Regular Meeting)
- 4. AATA SOUTH EAST WASHTENAW INTERLOCAL AGREEMENT
- 5. RESOLUTION NO. 2011-16, REINSTATING WORK SESSIONS, AMENDING RESOLUTION NO. 2010-19
- 6. RECOMMENDATION OF KAREN WALLIN, HUMAN RESOURCES TO OFFER JOE LAWSON THE OCS PLANNING DIRECTOR POSITION
- 7. AUTHORIZATION TO PROVIDE \$10,000 TO RUTHERFORD POOL FOR COMPLETE RENOVATION IN COLLABORATION WITH THE CITY OF YPSILANTI, FRIENDS OF RUTHERFORD POOL AND SUPPORT OF YPSILANTI TOWNSHIP PARK COMMISSION TO CONTINUE TO PROVIDE SWIMMING OPPORTUNITIES FOR YPSILANTI TOWNSHIP RESIDENTS, BUDGETED IN LINE ITEM #212.212.000.882.004

## OTHER BUSINESS

### DISCUSSION ONLY ITEMS

1. REQUEST OF MIKE SARANEN, HYDRO OPERATOR TO EXPLORE REDUCING COMMUNICATION COSTS AND WORK TOWARDS TRANSFERRING MAINTENANCE AND MONTHLY COST TO DTE WITH FINAL BOARD APPROVAL AT THE NEXT REGULAR MEETING.

## AUTHORIZATIONS AND BIDS

- 1. REQUEST OF MIKE SARANEN, HYDRO OPERATOR TO WAIVE FINANCIAL POLICY AND AUTHORIZE UIS PROGRAMMABLE SERVICE OF YPSILANTI TO INSTALL RADIO-COMMUNICATION EQUIPMENT AT THE HYDRO STATION AND AT YCUA (STATE ST.) IN THE AMOUNT OF \$ 8,357.00, BUDGET IN LINE ITEM #252.252.000.977.000
- 2. REQUEST OF ART SERAFINSKI, RECREATION DIRECTOR TO SOLICIT QUOTES AND MAKE SELECTION FOR THE DESIGN OF FORD LAKE GATEHOUSE, INCLUDING BATHROOM WITH APPROVAL BY THE THREE FULL-TIME OFFICIALS

**Accounting Office** 

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



7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-3702 Fax: (734) 484-5154 <u>www.ytown.org</u>

# MEMORANDUM

- To: Township Board
- From: Javonna Neel, Accounting Director
- Date: July 8, 2011
- Subject: 2010 Financial Statements Presentation

Alan Panter, CPA from Abraham & Gaffney, will be presenting the Audited 2010 Financial Statements at the Board Meeting on July 19, 2011.

# INTERGOVERNMENTAL AGREEMENT FOR ECONOMIC DEVELOPMENT

DRAFT

7**-7<u>15</u>-11** 

# BETWEEN

# WAYNE COUNTY LAND BANK CORPORATION (a Michigan public body corporate)

# AND

# CHARTER TOWNSHIP OF YPSILANTI (a Michigan charter township)

# AND

WASHTENAW COUNTY TREASURER (a Michigan county elected official)

# **INTERGOVERNMENTAL AGREEMENT** FOR ECONOMIC DEVELOPMENT

THIS INTERGOVERNMENTAL AGREEMENT FOR ECONOMIC DEVELOPMENT ("Agreement") is between the Wayne County Land Bank Corporation, a public body corporate and politic and existing pursuant to Act 328 of 2003, Public Acts of Michigan whose address is 400 Monroe, 5th Floor, Detroit, Michigan, 48226 ("Land Bank ") and The Charter Township of Ypsilanti, Michigan a Michigan Charter Township whose address is 7200 S Huron River Drive, Ypsilanti, Michigan 48197 (the "Township"), and the Washtenaw County Treasurer, Catherine McClary, (the "Treasurer"). Collectively Wayne County, the Township and the Treasurer shall be referred to as the Parties.

## RECITALS

WHEREAS, Kalitta Charters, L.L.C. ("Kalitta") proposes to invest capital and create new jobs at its owned facilities located at 2830-2850 Tyler Road, Ypsilanti, Washtenaw County, Michigan 48198 ("Kalitta Township Property") and at 843 Willow Run Airport, Ypsilanti, Wayne County, Michigan 48198 (Kalitta Airport Property") (collectively, Kalitta Township Property and Kalitta Airport Property are referred to as the "Kalitta Properties") if Kalitta is provided with TURBO Benefits, as defined in this Agreement, and if Kalitta is provided with personal property tax exemptions at the Kalitta Township Property; and

WHEREAS, the Land Bank has developed and administers a program called Transforming Underdeveloped Residential and Business Opportunities ("TURBO Program") which is intended to stimulate the development and/or complete rehabilitation of certain qualified property owned by the Land Bank. The Land Bank has offered to provide TURBO Benefits, as herein defined, to Kalitta under the terms and conditions of a TURBO Development Agreement which is in the general form attached to this Agreement as Exhibit Areviewed and <u>approved by the Township and Treasurer</u> which shall, among other conditions, require that Kalitta invest capital and create new jobs at the Kalitta Properties; and

WHEREAS, the Township wishes to support the Land Bank's efforts in the TURBO Program to provide TURBO Benefits to Kalitta and by recognizing that the Kalitta Township Property is located in Washtenaw County, that the Land Bank does not ordinarily acquire property outside of Wayne County to encourage economic development, and that the Land Bank requires the Township to enter into this Agreement to facilitate the providing of TURBO Benefits to Kalitta at the Kalitta Properties;

WHEREAS, the Township has provided Kalitta a six (6) year personal property tax exemption certificate for the Kalitta Township Property; and

WHEREAS, the Treasurer wishes to encourage the investment and job creation efforts of Kalitta in Washtenaw County by supporting the efforts of the Township and of the Land Bank; and

WHEREAS, the Parties wish to facilitate and encourage the new capital investment and job creation at the Kalitta Properties by entering into this Agreement and the Parties acknowledge that they; (i) have the legal authority to enter into this Agreement under applicable Michigan law including but not limited to the Urban Cooperation Act, MCL 124.501 et seq.; the Intergovernmental Transfer of Functions and Responsibilities Act, MCL 124.531 et seq.; the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774, and Section 78 of The General Property Tax Act, 1893 PA 206, MCL 211.78 and, the Intergovernmental Contracts between Municipal Corporations Act, MCL 124.1 et seq.; (ii) are entering into this Agreement for the benefit of each other and their respective constituents for the purpose of encouraging

investment and employment by Kalitta and this Agreement is not intended to delegate any particular governmental function of any Party to any other person or Party.

NOW, THEREFORE, in consideration of the premises and mutual undertakings of the Parties, it is agreed as follows:

## 1. **PURPOSE**

**<u>1.01</u>** The purpose of this Agreement is to allow the Parties to work in a collaborative effort to enhance the economic development of the communities surrounding the Kalitta Properties, (including the Township; Wayne County, Michigan; and Washtenaw County Michigan), by facilitating the corporate investment and new job opportunities proposed by Kalitta.

## 2. <u>CONSENTS AND DUTIES OF PARTIES</u>

**<u>2.01</u>** The Township and Treasurer consent to and shall not object to the Land Bank utilizing its TURBO Program to provide real property tax benefits to Kalitta for the Kalitta Township Property.

**2.02** If Kalitta meets the requirements of the Land Bank under the TURBO Program, the Land Bank shall use its best efforts to enter into an Agreement for Purchase and Sale in which the Land Bank shall acquire title to the Kalitta Properties and in which Kalitta agrees to perform services at the Kalitta Properties to render the Kalitta Properties "development ready". Under the Land Bank Fast Track Act, Act 258 of 2003, Public Acts of Michigan, the Land Bank may dispose of its Property and utilize its revenue for authorized expenditures to foster the development of the Property and promote economic development. As consideration for such services and as part of the Agreement for Purchase and Sale, the Land Bank and Kalitta shall

enter into an Option Agreement in which Kalitta, upon the full performance of such services, shall be permitted to have an option to purchase the Kalitta Properties.

2.02 Upon exercise of the Option under the Option Agreement by Kalitta, the Kalitta Properties shall be sold to Kalitta from the Land Bank under the terms and conditions of athe TURBO Development Agreement and the Parties acknowledge that upon such transfer, the Tax Reverted Clean Title Act, Act 260 of 2003 (the "Act"), shall govern the future payment and collection of taxes for the Kalitta Properties.

2.03 When the Kalitta Township Property is transferred from the Land Bank to Kalitta under the terms and conditions of the TURBO Development Agreement the Parties agree that: (i) the Kalitta Township Property will be exempt from the collection of ad valorem property taxes for one year pursuant to Section 3 of the Act; and, (ii) the Township will collect real property taxes from Kalitta attributable to the Kalitta Township Property from the 2nd through 6th year after the date of such transfer as "Specific Taxes" under the Act, and pursuant to its duties under applicable law, and the Township shall then distribute 50% of the "Specific Taxes" ("TURBO Disbursement") to the Land Bank whereupon the Land Bank will deliver the TURBO Disbursement to Kalitta under the terms of the TURBO Development Agreement.

**<u>2.04</u>** This Agreement is conditional upon Kalitta fulfilling its duties under the TURBO Development Agreement which include but are not limited to the full and timely payment of all real property taxes and the investment of capital as proposed by Kalitta in the Kalitta Properties.

**<u>2.05</u>** The Parties will share information regarding developments on the Kalitta Properties in a good faith and cooperative effort to meet the intent of this Agreement.

**<u>2.06</u>** The Treasurer consents to the delivery of the TURBO Disbursement to the Land Bank by the Township under this Agreement and under the TURBO Development Agreement

5

and the Treasurer shall reasonably cooperate to effectuate the collection and disbursement of the TURBO Disbursement.

## 3. <u>TERM OF CONTRACT</u>

**<u>3.01</u>** This Agreement shall not be effective until the date that it is fully executed by the Parties (the "Effective Date"). This Agreement shall terminate upon the earlier of: (i) six (6) years from the Effective Date; (ii) the termination of the TURBO Development Agreement; (iii) termination of the Letter of Agreement between the Detroit Region Aerotropolis Development Corporation and Kalitta ; (iv) termination as allowed in this Agreement; or (v) at the time at which the Parties agree through a written document to terminate this Agreement.

## 4. <u>MUTUAL COVENANTS</u>

**<u>4.01</u>** The Parties agree to work in a cooperative arrangement to implement the Agreement in a good faith effort to encourage capital investment and job creation by Kalitta.

**<u>4.02</u>** The Parties agree to enter into any and all necessary agreements they may mutually determine is necessary to effectuate this Agreement.

## 5. <u>TERMINATION</u>

**<u>5.01</u>** The Parties agree that either Party may terminate this Agreement with thirty days written notice to the individual indicated in Section 16.01.

**5.02** If there is a material breach of this Agreement by either Party prior to completion, the party not in breach shall have the right to terminate this Agreement and shall be entitled to any and all remedies allowed by law or this Agreement.

**<u>5.03</u>** Termination for a material breach of this Agreement shall only occur by certified letter from the either Party's designated representative, by the method and manner indicated in Section 16 of this Agreement.

6

<u>5.04</u> Termination By Wayne County Commission. The Township and Treasurer acknowledge the right of the Wayne County Commission by a two-thirds vote, under circumstances in which the County's Chief Executive Officer is required by the Michigan Standards of Conduct and Ethics Act, MCLA §15.341 et seq., to recuse himself or herself from acting on a contract, to terminate this Agreement for (a) an egregious breach of the terms and conditions hereof or (b) a violation of the ethics and anti-kickback provisions of Article 12 of Chapter 120 of the Wayne County Code.

## 6. <u>ADMINISTRATION</u>

<u>6.01</u> Each Party must inform the other Party as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent the meeting of the objectives of this Agreement; and
- B. Favorable developments or events which enable meeting time schedules or goals sooner than anticipated.
- C. Any changes or modifications in appropriations and funding related to this Agreement.

## 7. <u>RECORDS - ACCESS</u>

<u>7.01</u> Each Party must maintain complete books, ledgers, journals, accounts, or records in the manner proscribed in each Party's charter. Each Party must keep the records according to generally accepted accounting practices and must maintain all records for a minimum of 7 years after termination of this Agreement.

## 8. <u>RELATIONSHIP OF PARTIES</u>

**<u>8.01</u>** The Parties are independent governmental entities. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship accrues to either Party or either Party's agent, subcontractor or employee as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the Parties, or either Party's agent, employee, or subcontractor.

## 9. <u>INSURANCE</u>

<u>9.01</u> The Parties acknowledge that they are governmental entities. Each Party shall either be self insured or at its own expense and discretion, secure any necessary insurance policies regarding the nature of this Agreement.

## 10. <u>HOLD HARMLESS</u>

**<u>10.01</u>** To the extent allowed by law, the Parties agree and understand that each Party shall hold the other Party harmless against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the other party when it is determined that any of the following occurring during the term of this Agreement:

A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole to the one Party, or any of its personnel, employees, consultants, agents, assigns or any entities associated, affiliated, (directly or indirectly) or subsidiary to the Party now existing, or to be created, their agents and employees for whose acts any of them might be liable.

8

- B. Any failure by the Party, or any of its employees to perform its obligations under this Agreement.
- C. Any personal injury incurred by any invitees, trespassers, licensees, agents or consultants of the Party.

**10.02** The Parties shall not be liable for any personal injury incurred by the employee(s), agents or consultants of any Party while working with any Party on this Agreement, unless it is found in a court of competent jurisdiction to be directly attributable to the gross negligence of the other Party, or any employee of the said Party acting within the scope of their employment.

<u>**10.03</u>** This hold harmless provision applies without regards to whether the claim, damage, liability or expense is based on breach of contract, a breach of any representations made by the said Party, negligence, strict liability, or other tort. This hold harmless provision survives termination of this Agreement.</u>

<u>**10.04</u>** This hold harmless provision must not be construed as a waiver of any governmental immunity by any Party or their agencies, or employees, as provided by statute or modified by court decisions.</u>

## 11. LIABILITY

**<u>11.01</u>** The Parties shall not be responsible for, payment of any debt service, lien, or encumbrance, including, but not limited to, mortgage, promissory note, land contract, or other obligation, incurred prior to the signing of this Agreement or as a result of any collaborative effort identified in this Agreement.

**<u>11.02</u>** This Agreement is not intended to create beneficial rights in any third party. This Agreement is entered into for the sole benefit of the Parties.

9

#### 12. ASSIGNMENT

**<u>12.01</u>** No Party may assign this Agreement, or any part, without the other Party's prior written approval.

#### 13. <u>COMPLIANCE WITH LAWS</u>

**<u>13.01</u>** The Parties must comply with and must require its employees to comply with all applicable laws and regulations relating to the performance of any duties under this Agreement.

#### 14. <u>AMENDMENTS</u>

**<u>14.01</u>** The Parties agree and acknowledge the performance of the duties herein shall be done in a collaborative effort.

<u>**14.02</u>** No amendment to this Agreement is effective unless it references this Agreement, is written, is signed and acknowledged by duly authorized representatives of the Parties.</u>

#### 15. NONDISCRIMINATION PRACTICES

**<u>15.01</u>** Neither party shall engage in any discriminatory practices and both parties agree to abide by all applicable laws, rules and regulations protecting individual rights, including but not limited to the following:

- 1. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.
- 2. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- 3. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.

- 4. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220).
- The Equal Contracting Opportunity Ordinance of the County of Wayne, No. 93-738.

#### 16. <u>NOTICES</u>

<u>**16.01</u>** All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:</u>

#### If to Wayne County:

Jano Hanna Wayne County Land Bank Corporation Executive Director 500 Griswold, 10th Floor Detroit, Michigan 48226

With a copy to:

Steve Collins, Esq. Assistant Corporation Counsel 500 Griswold, 11th Floor Detroit, Michigan 48226

#### If to Township:

Ypsilanti Township Clerk Karen Lovejoy Roe Township Civic Center 7200 S. Huron River Dr. Ypsilanti, MI 48197

If to Treasurer:

Catherine McClary, Washtenaw County Treasurer As the Foreclosing Governmental Unit P.O. Box 8645 Ann Arbor, MI 48107-8645

<u>16.02</u> All notices are deemed given on the day of mailing. The Parties may change their address for the receipt of notices at any time by giving notice to the other Parties as provided. Any notice given by a party must be signed by an authorized representative of such party.

<u>**16.03</u>** Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.</u>

#### 17. WAIVER OF ANY BREACH

<u>**17.01**</u> No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other when existing or subsequent breach.

#### 18. <u>SEVERABILITY OF PROVISIONS</u>

**<u>18.01</u>** If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

#### 19. MERGER CLAUSE

**<u>19.01</u>** This document, including exhibits and appendices, contains the entire agreement between the Parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth. No rights or remedies are, or will be acquired by the Parties by implication or otherwise unless set forth.

#### 20. JURISDICTION AND LAW

**20.01** This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan. Each party consents to the personal jurisdiction of any competent court outside of Wayne County, Michigan, for any action arising out of this Agreement. Service of process at the address and in the manner, specified in this Agreement will be sufficient to put each party on notice. Each party will not commence any action against the other because of any matter arising out of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Court of Claims, the Michigan Supreme Court or the Michigan Court of Appeals.

#### 21. <u>MISCELLANEOUS</u>

**<u>21.01</u>** This Agreement must not be construed as a waiver of any governmental immunity by Party, its agencies, or employees, has as provided by statute or modified by court decisions.

21.02 All the provisions of this Agreement are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.

<u>**21.03</u>** Unless the context otherwise requires, the words, "herein", "hereof" and "hereunder", and other words of similar import, refer to this Agreement as a whole and not to any particular article, section, or other subdivision.</u>

**<u>21.04</u>** The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope or intent of this Agreement or in any way affect the Agreement.

21.05 As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

#### 24. <u>AUTHORIZATION AND CAPABILITY</u>

**<u>24.01</u>** Each Party warrants that the person signing this Agreement is authorized to do so on behalf its principal and is empowered to bind its principal to this Agreement and agrees that it shall not challenge the legal authority which serves as the basis for entering into this Agreement.

#### 25. <u>SIGNATURE</u>

**<u>25.01</u>** The Parties, by their authorized officers and representatives have executed this Agreement as of the date indicated below.

[Signatures appearing on following pages]

#### LAND BANK EXECUTION PAGE

The signatory below warrants that they are empowered to enter into this Intergovernmental Agreement for and on behalf of their respective organization.

#### WAYNE COUNTY LAND BANK CORPORATION

By:\_\_\_\_\_ Jeanne Hanna Executive Director

DATE:\_\_\_\_\_

#### **TOWNSHIP'S EXECUTION PAGE**

The signatory below warrants that they are empowered to enter into this Intergovernmental Agreement for and on behalf of their respective organization.

#### CHARTER TOWNSHIP OF YPSILANTI

By: \_\_\_\_\_\_ Karen Lovejoy Roe Its: Clerk DATE: \_\_\_\_\_

#### TREASURER'S EXECUTION PAGE

The signatory below warrants that they are empowered to enter into this Intergovernmental Agreement for and on behalf of their respective organization.

#### WASHTENAW COUNTY TREASURER

## EXHIBIT A

**TURBO DEVELOPMENT AGREEMENT - FORM** 

## iRedline Report (4:42 PM 7/15/2011)

## **Word Source Files:**

 Original document:
 00116854-2.DOC

 Revised document:
 00116854-3.DOC

 Revision No:
 3

## **Scheme Source:**

dmms (Personal)

## **Scheme Definitions:**

Inserted Text:	Double underline, Underline color: Blue, Font color: Blue, Priority: 2
Deleted Text:	Font color: Red, Strikethrough, Priority: 2
Move To:	Double underline, Underline color: Green, Font color: Green, Priority: 2
Move From:	Font color: Green, Double strikethrough, Priority: 2
Formatted Text:	No underline, Font color: Black
Inserted Cell:	Font: Pattern: Clear (Pale Blue), Priority: 2
Deleted Cell:	Font: Pattern: Clear (Pink), Priority: 2
Merged Cell:	Font: Pattern: Clear (Light Yellow), Priority: 2
Split Cell:	Font: Pattern: Clear (Light Orange), Priority: 2

## INTERGOVERNMENTAL AGREEMENT FOR ECONOMIC DEVELOPMENT

### BETWEEN

### WAYNE COUNTY LAND BANK CORPORATION (a Michigan public body corporate)

### AND

## CHARTER TOWNSHIP OF YPSILANTI (a Michigan charter township)

### AND

## WASHTENAW COUNTY TREASURER

#### **INTERGOVERNMENTAL AGREEMENT** FOR ECONOMIC DEVELOPMENT

THIS INTERGOVERNMENTAL AGREEMENT FOR ECONOMIC DEVELOPMENT ("Agreement") is between the Wayne County Land Bank Corporation, a public body corporate and politic and existing pursuant to Act 328 of 2003, Public Acts of Michigan whose address is 400 Monroe, 5th Floor, Detroit, Michigan, 48226 ("Land Bank ") and The Charter Township of Ypsilanti, Michigan a Michigan Charter Township whose address is 7200 S Huron River Drive, Ypsilanti, Michigan 48197 (the "Township"), and the Washtenaw County Treasurer, Catherine McClary, (the "Treasurer"). Collectively Wayne County, the Township and the Treasurer shall be referred to as the Parties.

#### RECITALS

WHEREAS, Kalitta Charters, L.L.C. ("Kalitta") proposes to invest capital and create new jobs at its owned facilities located at 2830-2850 Tyler Road, Ypsilanti, Washtenaw County, Michigan 48198 ("Kalitta Township Property") and at 843 Willow Run Airport, Ypsilanti, Wayne County, Michigan 48198 (Kalitta Airport Property") (collectively, Kalitta Township Property and Kalitta Airport Property are referred to as the "Kalitta Properties") if Kalitta is provided with TURBO Benefits, as defined in this Agreement, and if Kalitta is provided with personal property tax exemptions at the Kalitta Township Property; and

WHEREAS, the Land Bank has developed and administers a program called Transforming Underdeveloped Residential and Business Opportunities ("TURBO Program") which is intended to stimulate the development and/or complete rehabilitation of certain qualified property owned by the Land Bank. The Land Bank has offered to provide TURBO Benefits, as herein defined, to Kalitta under the terms and conditions of a TURBO Development Agreement which is in the general form reviewed and approved by the Township and Treasurer which shall, among other conditions, require that Kalitta invest capital and create new jobs at the Kalitta Properties; and

WHEREAS, the Township wishes to support the Land Bank's efforts in the TURBO Program to provide TURBO Benefits to Kalitta and by recognizing that the Kalitta Township Property is located in Washtenaw County, that the Land Bank does not ordinarily acquire property outside of Wayne County to encourage economic development, and that the Land Bank requires the Township to enter into this Agreement to facilitate the providing of TURBO Benefits to Kalitta at the Kalitta Properties;

WHEREAS, the Township has provided Kalitta a six (6) year personal property tax exemption certificate for the Kalitta Township Property; and

WHEREAS, the Treasurer wishes to encourage the investment and job creation efforts of Kalitta in Washtenaw County by supporting the efforts of the Township and of the Land Bank; and

WHEREAS, the Parties wish to facilitate and encourage the new capital investment and job creation at the Kalitta Properties by entering into this Agreement and the Parties acknowledge that they; (i) have the legal authority to enter into this Agreement under applicable Michigan law including but not limited to the Urban Cooperation Act, MCL 124.501 et seq.; the Intergovernmental Transfer of Functions and Responsibilities Act, MCL 124.531 et seq.; the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774, and Section 78 of The General Property Tax Act, 1893 PA 206, MCL 211.78 and, the Intergovernmental Contracts between Municipal Corporations Act, MCL 124.1 et seq.; (ii) are entering into this Agreement for the benefit of each other and their respective constituents for the purpose of encouraging

investment and employment by Kalitta and this Agreement is not intended to delegate any particular governmental function of any Party to any other person or Party.

NOW, THEREFORE, in consideration of the premises and mutual undertakings of the Parties, it is agreed as follows:

#### 1. **PURPOSE**

**<u>1.01</u>** The purpose of this Agreement is to allow the Parties to work in a collaborative effort to enhance the economic development of the communities surrounding the Kalitta Properties, (including the Township; Wayne County, Michigan; and Washtenaw County Michigan), by facilitating the corporate investment and new job opportunities proposed by Kalitta.

#### 2. <u>CONSENTS AND DUTIES OF PARTIES</u>

**<u>2.01</u>** The Township and Treasurer consent to and shall not object to the Land Bank utilizing its TURBO Program to provide real property tax benefits to Kalitta for the Kalitta Township Property.

**2.02** If Kalitta meets the requirements of the Land Bank under the TURBO Program, the Land Bank shall use its best efforts to enter into an Agreement for Purchase and Sale in which the Land Bank shall acquire title to the Kalitta Properties and in which Kalitta agrees to perform services at the Kalitta Properties to render the Kalitta Properties "development ready". Under the Land Bank Fast Track Act, Act 258 of 2003, Public Acts of Michigan, the Land Bank may dispose of its Property and utilize its revenue for authorized expenditures to foster the development of the Property and promote economic development. As consideration for such services and as part of the Agreement for Purchase and Sale, the Land Bank and Kalitta shall

enter into an Option Agreement in which Kalitta, upon the full performance of such services, shall be permitted to have an option to purchase the Kalitta Properties.

2.02 Upon exercise of the Option under the Option Agreement by Kalitta, the Kalitta Properties shall be sold to Kalitta from the Land Bank under the terms and conditions of the TURBO Development Agreement and the Parties acknowledge that upon such transfer, the Tax Reverted Clean Title Act, Act 260 of 2003 (the "Act"), shall govern the future payment and collection of taxes for the Kalitta Properties.

2.03 When the Kalitta Township Property is transferred from the Land Bank to Kalitta under the terms and conditions of the TURBO Development Agreement the Parties agree that: (i) the Kalitta Township Property will be exempt from the collection of ad valorem property taxes for one year pursuant to Section 3 of the Act; and, (ii) the Township will collect real property taxes from Kalitta attributable to the Kalitta Township Property from the 2nd through 6th year after the date of such transfer as "Specific Taxes" under the Act, and pursuant to its duties under applicable law, and the Township shall then distribute 50% of the "Specific Taxes" ("TURBO Disbursement") to the Land Bank whereupon the Land Bank will deliver the TURBO Disbursement to Kalitta under the terms of the TURBO Development Agreement.

**<u>2.04</u>** This Agreement is conditional upon Kalitta fulfilling its duties under the TURBO Development Agreement which include but are not limited to the full and timely payment of all real property taxes and the investment of capital as proposed by Kalitta in the Kalitta Properties.

**<u>2.05</u>** The Parties will share information regarding developments on the Kalitta Properties in a good faith and cooperative effort to meet the intent of this Agreement.

**<u>2.06</u>** The Treasurer consents to the delivery of the TURBO Disbursement to the Land Bank by the Township under this Agreement and under the TURBO Development Agreement.

#### 3. <u>TERM OF CONTRACT</u>

<u>3.01</u> This Agreement shall not be effective until the date that it is fully executed by the Parties (the "Effective Date"). This Agreement shall terminate upon the earlier of: (i) six (6) years from the Effective Date; (ii) the termination of the TURBO Development Agreement; (iii) termination of the Letter of Agreement between the Detroit Region Aerotropolis Development Corporation and Kalitta ; (iv) termination as allowed in this Agreement; or (v) at the time at which the Parties agree through a written document to terminate this Agreement.

#### 4. <u>MUTUAL COVENANTS</u>

**<u>4.01</u>** The Parties agree to work in a cooperative arrangement to implement the Agreement in a good faith effort to encourage capital investment and job creation by Kalitta.

**<u>4.02</u>** The Parties agree to enter into any and all necessary agreements they may mutually determine is necessary to effectuate this Agreement.

#### 5. <u>TERMINATION</u>

**5.01** The Parties agree that either Party may terminate this Agreement with thirty days written notice to the individual indicated in Section 16.01.

**5.02** If there is a material breach of this Agreement by either Party prior to completion, the party not in breach shall have the right to terminate this Agreement and shall be entitled to any and all remedies allowed by law or this Agreement.

**5.03** Termination for a material breach of this Agreement shall only occur by certified letter from the either Party's designated representative, by the method and manner indicated in Section 16 of this Agreement.

<u>5.04</u> Termination By Wayne County Commission. The Township and Treasurer acknowledge the right of the Wayne County Commission by a two-thirds vote, under

circumstances in which the County's Chief Executive Officer is required by the Michigan Standards of Conduct and Ethics Act, MCLA §15.341 et seq., to recuse himself or herself from acting on a contract, to terminate this Agreement for (a) an egregious breach of the terms and conditions hereof or (b) a violation of the ethics and anti-kickback provisions of Article 12 of Chapter 120 of the Wayne County Code.

#### 6. <u>ADMINISTRATION</u>

<u>6.01</u> Each Party must inform the other Party as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent the meeting of the objectives of this Agreement; and
- B. Favorable developments or events which enable meeting time schedules or goals sooner than anticipated.
- **C.** Any changes or modifications in appropriations and funding related to this Agreement.

#### 7. <u>RECORDS - ACCESS</u>

<u>7.01</u> Each Party must maintain complete books, ledgers, journals, accounts, or records in the manner proscribed in each Party's charter. Each Party must keep the records according to generally accepted accounting practices and must maintain all records for a minimum of 7 years after termination of this Agreement.

#### 8. <u>RELATIONSHIP OF PARTIES</u>

**<u>8.01</u>** The Parties are independent governmental entities. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship accrues to either Party or either Party's agent, subcontractor or employee as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the Parties, or either Party's agent, employee, or subcontractor.

#### 9. <u>INSURANCE</u>

<u>9.01</u> The Parties acknowledge that they are governmental entities. Each Party shall either be self insured or at its own expense and discretion, secure any necessary insurance policies regarding the nature of this Agreement.

#### 10. HOLD HARMLESS

**<u>10.01</u>** To the extent allowed by law, the Parties agree and understand that each Party shall hold the other Party harmless against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the other party when it is determined that any of the following occurring during the term of this Agreement:

A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole to the one Party, or any of its personnel, employees, consultants, agents, assigns or any entities associated, affiliated, (directly or indirectly) or subsidiary to the Party now existing, or to be created, their agents and employees for whose acts any of them might be liable.

- B. Any failure by the Party, or any of its employees to perform its obligations under this Agreement.
- C. Any personal injury incurred by any invitees, trespassers, licensees, agents or consultants of the Party.

**10.02** The Parties shall not be liable for any personal injury incurred by the employee(s), agents or consultants of any Party while working with any Party on this Agreement, unless it is found in a court of competent jurisdiction to be directly attributable to the gross negligence of the other Party, or any employee of the said Party acting within the scope of their employment.

<u>**10.03</u>** This hold harmless provision applies without regards to whether the claim, damage, liability or expense is based on breach of contract, a breach of any representations made by the said Party, negligence, strict liability, or other tort. This hold harmless provision survives termination of this Agreement.</u>

<u>**10.04</u>** This hold harmless provision must not be construed as a waiver of any governmental immunity by any Party or their agencies, or employees, as provided by statute or modified by court decisions.</u>

#### 11. LIABILITY

**<u>11.01</u>** The Parties shall not be responsible for, payment of any debt service, lien, or encumbrance, including, but not limited to, mortgage, promissory note, land contract, or other obligation, incurred prior to the signing of this Agreement or as a result of any collaborative effort identified in this Agreement.

**<u>11.02</u>** This Agreement is not intended to create beneficial rights in any third party. This Agreement is entered into for the sole benefit of the Parties.

#### 12. ASSIGNMENT

**<u>12.01</u>** No Party may assign this Agreement, or any part, without the other Party's prior written approval.

#### 13. <u>COMPLIANCE WITH LAWS</u>

**<u>13.01</u>** The Parties must comply with and must require its employees to comply with all applicable laws and regulations relating to the performance of any duties under this Agreement.

#### 14. <u>AMENDMENTS</u>

**<u>14.01</u>** The Parties agree and acknowledge the performance of the duties herein shall be done in a collaborative effort.

<u>**14.02</u>** No amendment to this Agreement is effective unless it references this Agreement, is written, is signed and acknowledged by duly authorized representatives of the Parties.</u>

#### 15. NONDISCRIMINATION PRACTICES

**<u>15.01</u>** Neither party shall engage in any discriminatory practices and both parties agree to abide by all applicable laws, rules and regulations protecting individual rights, including but not limited to the following:

- 1. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.
- 2. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- 3. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.

- 4. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220).
- The Equal Contracting Opportunity Ordinance of the County of Wayne, No. 93-738.

#### 16. <u>NOTICES</u>

<u>**16.01</u>** All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:</u>

#### If to Wayne County:

Jano Hanna Wayne County Land Bank Corporation Executive Director 500 Griswold, 10th Floor Detroit, Michigan 48226

#### With a copy to:

Steve Collins, Esq. Assistant Corporation Counsel 500 Griswold, 11th Floor Detroit, Michigan 48226

#### If to Township:

Ypsilanti Township Clerk Karen Lovejoy Roe Township Civic Center 7200 S. Huron River Dr. Ypsilanti, MI 48197

#### If to Treasurer:

Catherine McClary, Washtenaw County Treasurer As the Foreclosing Governmental Unit P.O. Box 8645 Ann Arbor, MI 48107-8645 <u>**16.02</u>** All notices are deemed given on the day of mailing. The Parties may change their address for the receipt of notices at any time by giving notice to the other Parties as provided. Any notice given by a party must be signed by an authorized representative of such party.</u>

<u>**16.03</u>** Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.</u>

#### 17. WAIVER OF ANY BREACH

<u>**17.01**</u> No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other when existing or subsequent breach.

#### **18.** <u>SEVERABILITY OF PROVISIONS</u>

**<u>18.01</u>** If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

#### **19.** <u>MERGER CLAUSE</u>

**19.01** This document contains the entire agreement between the Parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth. No rights or remedies are, or will be acquired by the Parties by implication or otherwise unless set forth.

#### 20. JURISDICTION AND LAW

**20.01** This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan. Each party consents to the personal jurisdiction of any competent court outside of Wayne County, Michigan, for any action arising out of this Agreement. Service of process at the address and in the manner, specified in this Agreement will be sufficient to put each party on notice. Each party will not commence any action against the other because of any matter arising out of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Court of Claims, the Michigan Supreme Court or the Michigan Court of Appeals.

#### 21. <u>MISCELLANEOUS</u>

**<u>21.01</u>** This Agreement must not be construed as a waiver of any governmental immunity by Party, its agencies, or employees, has as provided by statute or modified by court decisions.

<u>21.02</u> All the provisions of this Agreement are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.

**<u>21.03</u>** Unless the context otherwise requires, the words, "herein", "hereof" and "hereunder", and other words of similar import, refer to this Agreement as a whole and not to any particular article, section, or other subdivision.

**<u>21.04</u>** The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope or intent of this Agreement or in any way affect the Agreement.

21.05 As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

#### 24. <u>AUTHORIZATION AND CAPABILITY</u>

**24.01** Each Party warrants that the person signing this Agreement is authorized to do so on behalf its principal and is empowered to bind its principal to this Agreement and agrees that it shall not challenge the legal authority which serves as the basis for entering into this Agreement.

#### 25. <u>SIGNATURE</u>

**<u>25.01</u>** The Parties, by their authorized officers and representatives have executed this Agreement as of the date indicated below.

[Signatures appearing on following pages]

#### LAND BANK EXECUTION PAGE

The signatory below warrants that they are empowered to enter into this Intergovernmental Agreement for and on behalf of their respective organization.

#### WAYNE COUNTY LAND BANK CORPORATION

By:\_\_\_\_\_ Jeanne Hanna Executive Director DATE:\_\_\_\_\_

#### **TOWNSHIP'S EXECUTION PAGE**

The signatory below warrants that they are empowered to enter into this Intergovernmental Agreement for and on behalf of their respective organization.

#### CHARTER TOWNSHIP OF YPSILANTI

By: \_\_\_\_\_ Brenda L. Stumbo Its: Supervisor DATE: \_\_\_\_\_

By: \_\_\_\_\_ Karen Lovejoy Roe Its: Clerk DATE: \_\_\_\_\_

#### TREASURER'S EXECUTION PAGE

The signatory below warrants that they are empowered to enter into this Intergovernmental Agreement for and on behalf of their respective organization.

#### WASHTENAW COUNTY TREASURER

By: \_\_\_\_\_ Catherine McClary, CPFO Its: Treasurer DATE:\_\_\_\_\_

## **PUBLIC COMMENTS**

#### CHARTER TOWNSHIP OF YPSILANTI MINUTES OF THE JUNE 21, 2011 REGULAR MEETING

#### Proposed

The meeting was called to order, by Supervisor Brenda L. Stumbo, at approximately 6:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer was observed.

Members Present:Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy<br/>Roe, Treasurer Larry Doe, Trustees Stan Eldridge,<br/>Jean Hall Currie, Mike Martin and Scott Martin

Members Absent: None

Legal Counsel: Wm. Douglas Winters

#### **EXECUTIVE SESSION**

A. REQUEST OF CHIEF ERIC COPELAND FOR THE CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES TO GO INTO EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING THE SETTLEMENT PROPOSAL BY THE YPSILANTI TOWNSHIP FIREFIGHTERS, LOCAL 1830.

A motion was made by Trustee Eldridge, supported by Trustee Currie to adjourn the meeting to go into Executive Session for the purpose of discussing settlement proposed by the Ypsilanti Township Firefighters, Local 1830. The motion carried as follows:

M. Martin:	Yes	Eldridge:	Yes	Currie:	Yes	S. Martin:	Yes
Stumbo:	Yes	Lovejoy Roe:	Yes	Doe:	Yes		

The meeting was adjourned at approximately 6:05 p.m. for the Board to go into Executive Session and the Board returned to the meeting at approximately 6:45 p.m.

#### PUBLIC HEARING

A. Request of Bosal Industries Michigan, located at 1476 Seaver Way in Ypsilanti Township, for the creation of an Industrial Development District, Resolution No. 2011-10. (Public Hearing set at the May 17, 2011 Regular Meeting)

The public hearing was opened at approximately 6:50 p.m.

Dr. Edward Meleski, Bosal Facilities Engineering Manager distributed a handout to the Board Members and introduced Bruce Wagar, Bosal Plant Manager.

Mr. Wagar provided a brief overview of Bosal Industries and the type of products manufactured at the Ypsilanti Plant.

The public hearing was closed at approximately 6:55 p.m.

Clerk Lovejoy Roe read Resolution No. 2011-10 into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2011-10, Creation of Industrial Development District (IDD) #11-276 (see attached). The motion carried unanimously.

#### **PUBLIC COMMENTS**

Matt MacDonell, Washtenaw County Road Commission provided an update on the completion of Dean Drive.

Tonya Hilgendorf, Jeri Humbarger, Lisa Burchmire, all from the Huron Valley Humane Society expressed their support for the adoption of the Dog Breeder Permit Requirement and their appreciation to the Township in their efforts to improve animal welfare and to help protect the safety of the residents.

Bob Campbell, Township Resident expressed his support for the dog breeder ordinance. He said he had experienced first-hand, the problems with backyard breeders.

Joann Canale, Superior Township Resident and dog breeder said she was concerned that such a sweeping ordinance would be considered. Ms. Canale felt it was more of an enforcement problem than a breeding problem. She asked the Board to consider meeting with some of the dog organizations so there would not be unintended consequences.

Trustee Mike Martin stressed that the Township was not opposed to independent breeders. He said this was an attempt to set the framework around what the obligations and responsibilities were for the breeders. Trustee Martin stated they would be meeting with the AKC.

Kris Reppert, Township Resident said there were a lot of responsible breeders and she was concerned that an ordinance was being passed because of irresponsible people.

Lee Toosen, City Resident stated that dogs were not bad and that it was a learned behavior. He said owners should be punished for the action of their dogs. Mr. Toosen said he hoped that Burning Bush Church was given the latitude to move forward with their project.

Michelle Mayley stated that dog breeding was a business and the proposed ordinance would give reputable breeders the stamp of approval. She said she supported the ordinance.

Monica Ross-Williams, Township Resident stated that West Willow had a serious situation with pit bulls and vicious dogs and she also supported the ordinance.

#### **CONSENT AGENDA**

- A. MAY17, 2011 REGULAR MEETING
- B. MAY 2011 TREASURER REPORT
- C. STATEMENTS AND CHECKS FOR JUNE 7, 2011 AND JUNE 21, 2011

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

#### SUPERVISOR REPORT

A. Request to formally endorse the 328 Tax Abatement for Kalitta Charters as approved by the Aerotropolis Development Corporation

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to formally endorse the 328 Tax Abatement for Kalitta Charters, as approved by the Aerotropolis Development Corporation. The motion carried unanimously.

Supervisor Stumbo stated this was the first company in the Aerotropolis to be approved. She provided a brief overview of the Aerotropolis Development Corporation.

Doug Winters, Township Attorney stated the tax abatement would create fifty (50) new, very technical, high paying jobs. He stressed the area was ripe for development.

Supervisor Stumbo stated that due to the size of the agenda, she would not give her regular report.

#### **CLERK REPORT**

Clerk Lovejoy Roe stated that she too, would not give her regular report but wanted to let the Board Members know that we were in the process of having the boardroom sound system repaired.

#### **Treasurer Report**

Treasurer Doe stated the drop box had been installed and would be used to deposit tax payments, absentee ballots, building permits and traffic tickets fines.

#### ATTORNEY REPORT

#### A. GENERAL LEGAL UPDATE

Attorney Winter provided a brief update on the Liberty Square lawsuit, Ypsi Mobile Village and the Grove Road Dairy Mart.

#### OLD BUSINESS

1. 2<sup>nd</sup> READING RESOLUTION NO. 2011-8, PROPOSED ORDINANCE NO. 2011-414 CONFIRMING ESTABLISHMENT OF PLANNING COMMISSION WITH ZONING AUTHORITY (1<sup>st</sup> Reading was held at the May 17, 2011 Regular Meeting)

Clerk Lovejoy Roe read the resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to approve Resolution No. 2011-8, Ordinance No. 2011-414, Confirming Establishment of Planning Commission with Zoning Authority (see attached). The motion carried as follows:

M. Martin:	Yes	Eldridge:	Yes	Currie:	Yes	S. Martin:	Yes
Stumbo:	Yes	Lovejoy Roe:	Yes	Doe:	Yes		

2. 1<sup>st</sup> READING RESOLUTION NO. 2011-11, PROPOSED ORDINANCE NO. 2011-416 REQUEST OF PROPERTY OWNER, ROBERT SPENCER OF GRAND TETON PROPERTIES TO REZONE 5401 WHITTAKER ROAD FROM OS-1, OFFICE SERVICE DISTRICT TO TC3, TOWN CENTER 3 (Tabled at May 17, 2011 Regular Meeting)

A motion was made by Treasurer Doe, supported by Trustee Eldridge to remove the agenda item from the table. The motion carried as follows:

M. Martin:	Yes	Eldridge:	Yes	Currie:	Yes	S. Martin:	Yes
Stumbo:	Yes	Lovejoy Roe:	Yes	Doe:	Yes		

Clerk Lovejoy Roe read the resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 1<sup>st</sup> Reading Resolution No. 2011-11, Proposed Ordinance No. 2011-416, Rezoning 5401 Whittaker Road from OS-1, Office Service District to TC3, Town Center 3 (see attached). The motion carried as follows:

M. Martin: Yes Eldridge: Yes Currie: Yes S. Martin: Yes Stumbo: Yes Lovejoy Roe: Yes Doe: Yes

#### **NEW BUSINESS**

1. BUDGET AMENDMENT #6

A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to approve Budget Amendment #6 (see attached). The motion carried unanimously.

2. REQUEST OF TRUSTEE HALL CURRIE TO BE PROVIDED HOME FAX SERVICE FOR TOWNSHIP RELATED BUSINESS AND TO BE REIMBURSED FOR COSTS INCURRED SINCE JANUARY 1, 2009

A motion was made by Trustee Currie to approve providing home fax service for Township related business and to be reimbursed for costs incurred since January 1, 2009. The motion failed due to lack of support.

3. REQUEST OF JACK SLAVEN TO PURCHASE ONE (1) YEAR, SIX (6) MONTHS OF GENERIC SERVICE CREDITS FROM MICHIGAN EMPLOYMENT RETIREMENT SYSTEM (MERS)

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve request of Jack Slaven to purchase one (1) year, six (6) months of Generic Service Credits from Michigan Employment Retirement System (MERS). The motion carried unanimously.

#### 4. REQUEST OF D'WAYNE TURNER, TINA EWANCIW AND MICHAEL WILSON FOR A NEW CLASS C LICENSE FOR SPIRITS RESTAURANT & LOUNGE LOCATED AT 2111 RAWSONVILLE ROAD.

Treasurer Doe reported the Liquor Committee met with the applicants and the Liquor Committee recommended approval.

Michael Turner, applicant provided a brief overview of the plans for the restaurant.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve a New Class C License for D'Wayne Turner, Tina Ewanciw and Michael Wilson for Spirits Restaurant & Lounge located at 2111 Rawsonville Road.

A friendly amendment was made by Treasurer Doe to make approval contingent upon payment of the delinquent personal property taxes. The friendly amendment was accepted.

The motion carried unanimously.

5. REQUEST STAR TOURING & RIDING, CHAPTER 317 TO UTILIZE CIVIC CENTER PARKING LOT AS A STAGING AREA FOR CHARITY BENEFIT RIDE ON SUNDAY, AUGUST 21, 2011.

A motion was made by Trustee Currie, supported by Trustee Scott Martin to approve utilizing the Civic Center parking lot as a staging area by Star Touring & Riding, Chapter 317 for Charity Benefit Ride on Sunday, August 21, 2011. The motion carried unanimously.

## 6. RESOLUTION NO. 2011-9, CHANGE IN PLATTED LOT BOUNDARY LINE IN FAIRVIEW HEIGHTS SUBDIVISION.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2011-9, Change in Platted Lot Boundary in Fairview Heights Subdivision (see attached). The motion carried unanimously.

## 7. 1<sup>st</sup> READING ORDINANCE NO. 2011-418, SEWAGE DISPOSAL SERVICE RATE INCREASE.

Clerk Lovejoy Roe read the proposed ordinance into the record.

Larry Thomas, YCUA Director provided a brief explanation for the rate increase.

A motion was made Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve 1<sup>st</sup> Reading of Proposed Ordinance No. 2011-418, Sewage Disposal Service Rate Increase (see attached) (see attached). The motion carried as follows:

M. Martin:	Yes	Eldridge:	Yes	Currie:	Yes	S. Martin:	Yes
Stumbo:	Yes	Lovejoy Roe:	Yes	Doe:	Yes		

#### 8. RESOLUTION NO. 2011-14 YCUA SNOW ROAD PUMP STATION STATE REVOLVING FUND (SRF) BOND SALE, NOT TO EXCEED \$3,500,000

Clerk Lovejoy Roe read the resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2011-14, YCUA Snow Road Pump Station State Revolving Fund (SRF) Bond Sale, not to exceed \$3,500,000 (see attached). The motion carried unanimously.

# 9. 1<sup>st</sup> READING RESOLUTION NO. 2011-13, AMENDING PD STAGE II & DEVELOPMENT AGREEMENT ASSOCIATED WITH 770 JAMES L. HART PARKWAY

Clerk Lovejoy Roe read the proposed resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve 1<sup>st</sup> Reading of Resolution No. 2011-13 (see attached). The motion carried as follows:

M. Martin: Yes	Eldridge:	Yes	Currie:	Yes	S. Martin: Yes
Stumbo: Yes	Lovejoy Roe:	Yes	Doe:	Yes	

10. ACCEPT THE RESIGNATION OF THEODORE J. VASICEK FROM THE YPSILANTI TOWNSHIP PARK COMMISSION, EFFECTIVE IMMEDIATELY.

A motion was made Treasurer Doe, supported by Trustee Scott Martin to accept the resignation of Theodore J. Vasicek from the Ypsilanti Township Park Commission, effective immediately.

A friendly amendment was made by Clerk Lovejoy Roe to fill the vacancy from the group of candidates used in the previous vacancies. The friendly amendment was accepted. The motion carried unanimously.

11. REQUEST OF KAREN WALLIN, HUMAN RESOURCE TO CONFIRM BRIAN MCCLEERY AS ASSISTANT ASSESSOR

A motion was made by Trustee Eldridge, supported by Clerk Lovejoy Roe to confirm appointment of Brian McCleery as Assistant Assessor. The motion carried unanimously.

12. URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIP PROGRAMS COOPERATIVE AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Urban County Community Development Block Grant and Home Investment Partnership Programs Cooperative Agreement and to authorize signing of the agreement. The motion carried unanimously.

13. 2011-12 HURON RIVER WATERSHED COUNCIL CONTRACT FOR MIDDLE HURON PARTNERSHIP AND STORM WATER ADVISORY GROUP TO PROVIDE PHASE II STORM WATER PERMITTING SERVICES IN THE AMOUNT OF \$15,313.00, WITH \$10,000 BUDGETED IN LINE ITEM #101.780.000.801 FOR 2011 AND \$5,313 TO BE BUDGETED IN 2012 AND TO AUTHORIZE SIGNING OF THE AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 2011-12 Huron River Watershed Council Contract for Middle Huron Partnership and Stormwater Advisory Group to provide Phase II Stormwater permitting services in the amount of \$15,313.00, with \$10,000 budgeted in line item #101.780.000.801 for 2011 and \$5,313 to be budgeted in 2012 and to authorize signing of the contract. The motion carried unanimously.

#### 14. RESOLUTION NO. 2011-15 APPROVING THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES TRUST FUND GRANT AGREEMENT

Clerk Lovejoy Roe read the resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2011-15, approving the Michigan Department of Natural Resources Trust Fund Grant Agreement and to authorize signing of the agreement (see attached).

Art Serafinski, Recreation Director explained that the Township had been awarded a Trust Fund Grant in the amount of \$500,000 for the Lakeside Park Development. He provided a brief overview of the planned park improvements.

#### The motion carried unanimously.

15. REQUEST OF ART SERAFINSKI, RECREATION DIRECTOR TO ACCEPT BECKETT AND RAEDER PROPOSAL FOR LAKESIDE PARK DEVELOPMENT AND TO ENTER INTO AN AGREEMENT PENDING ATTORNEY REVIEW

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to accept the Beckett and Raeder Proposal for Lakeside Park Development and to enter into an agreement, contingent upon attorney review.

Mr. Serafinski briefly explained that Beckett and Raeder had been involved in the Lakeside Park Development from the beginning. He said they had helped write the grant and the grant was rated No. 3 in the State of Michigan out of 140

applicants. Mr. Serafinski assured the Board that the Township would have the full approval process.

Sandy Andresen, Park Commission Chair stated that Mr. Serafinski's explanation addressed all the concerns of the Commission.

#### The motion carried unanimously.

## 16. 1<sup>st</sup> READING RESOLUTION NO. 2011-12, ORDINANCE NO. 2011-417, DOG BREEDER PERMIT REQUIREMENT

Clerk Lovejoy Roe read the resolution into the record.

# A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to approve 1<sup>st</sup> reading of Resolution No. 2011-12, Proposed Ordinance No. 2011-417, Dog Breeder Permit Requirement (see attached).

Supervisor Stumbo clarified that Trustee Martin and the committee were in agreement to meet with AKC breeders, as well as any resident with concerns about the ordinance.

Jenny Paillon, Huron Valley Humane Society (HVHS) thanked the Board for the support of the ordinance. She added that the HVHS supported reputable breeders.

Mary Vandewalker, Township Resident said that community involvement would insure the success of the ordinance. She wanted to see responsible ownership and additional enforcement.

Supervisor Stumbo explained the ordinance was for all breeds and not just aggressive dogs. She said the ordinance would help protect the animals and hold owners accountable.

#### The motion carried as follows:

M. Martin:	Yes	Eldridge:	Yes	Currie:	Yes	S. Martin:	Yes
Stumbo:	Yes	Lovejoy Roe:	Yes	Doe:	Yes		

#### OTHER DISCUSSION

Supervisor Stumbo as a future agenda item, she would like to have RFP's for a broker for the Seaver Farm property brought to the Board.

#### DISCUSSION ONLY ITEMS

#### A. Reinstatement of Work Sessions

Supervisor Stumbo stated the memo explained that reinstatement of the work sessions would allow for a more thorough discussion. She said the work sessions were also posted and open to the public.

Trustee Eldridge stated that he and Trustee Mike Martin had recommended the elimination of the work sessions and he still preferred having no work session.

Arloa Kaiser, Township Resident stated she was in favor of the work sessions because she felt there was more discussion.

Treasurer Doe said he would like to have the work sessions because he felt the meetings ran much smoother when there was a work session. He said it would be a decision of the Board.

### CHARTER TOWNSHIP OF YPSILANTI JUNE 21, 2011 2011 REGULAR MEETING MINUTES PAGE 8

Supervisor Stumbo said she knew Trustee Currie preferred having a work session. She stated it would be placed on the next agenda for formal approval.

## B. Planning Coordinator/Director Positions

Clerk Lovejoy Roe stated Mr. Radzik was seeking direction from the Board and she supported bringing the request back to the Board on the next agenda.

Mr. Radzik provided a brief overview of the request. He said he was not proposing the elimination of the current Teamster position but it would not be immediately filled.

The board agreed to have the item placed on the next agenda for consideration.

### C. Discuss Possible Urban Chicken Ordinance

Clerk Lovejoy Roe said several offices had received inquiries.

Trustee Scott Martin said there were residents in his neighborhood that currently had chickens.

Ms. Kaiser felt approving a chicken ordinance would create more problems.

Supervisor Stumbo suggested surveying the neighborhood watch group to see if there was community support for the ordinance.

The Board agreed with the Supervisor's suggestion.

### AUTHORIZATIONS AND BIDS

#### A. REQUEST OF KAREN WALLIN, HUMAN RESOURCE TO SEEK PROPOSALS FOR PROFESSIONAL SERVICES – HEALTH CARE AGENT

# A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve seeking proposals for Professional Services – Health Care Agent.

Karen Wallin, Human Resource stated a healthcare committee consisting of representatives of all the employee groups was formed to research opportunities to save money. She said the committee had recommended retaining a healthcare agent to assist with the wide-range of options available to the Township. Ms. Wallin said the committee would review the proposals and make a recommendation to the Board.

#### The motion carried unanimously.

#### ADJOURNMENT

# A motion was made Trustee Eldridge, supported by Treasurer Doe to adjourn the meeting. The motion carried unanimously.

The meeting adjourned at approximately 9:08 p.m.

Respectfully submitted,

# RESOLUTION 2011-10

## A Resolution Establishing an Industrial Development District #11-276 to Include All Parcels Attached Hereto as Exhibit A

*Whereas*, pursuant to Act No. 198 of the Public Acts of 1974, as amended, the Charter Township of Ypsilanti Board of Trustees has the authority to establish Industrial Development Districts within the Charter Township of Ypsilanti; and

*Whereas*, on April 21, 2011, Bruce Wagar, on behalf of Bosal Industries Michigan, located at 1476 Seaver Way, petitioned the Charter Township of Ypsilanti Board of Trustees to establish an Industrial Development District on property located in the Charter Township of Ypsilanti hereinafter described on *Exhibit A*, a copy of which is attached hereto and incorporated by reference; and

*Whereas*, no construction, acquisition, alteration, or installation of a proposed facility not commenced at the time of filing of the request to establish this district; and

*Whereas*, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Ypsilanti Courier and/or public posting of the hearing on the establishment of the proposed district; and

*Whereas*, on June 21, 2011 a public hearing was held at which all of the owners of real property within the proposed Industrial Development District and all residents and taxpayers of the Charter Township of Ypsilanti were afforded an opportunity to be heard thereon; and

*Whereas*, the Charter Township of Ypsilanti Board of Trustees deems it to be in the public interest of the Charter Township of Ypsilanti to establish the Industrial Development District as proposed.

*Now Therefore, Be it resolved*, by the Charter Township of Ypsilanti Board of Trustees of the Charter Township of Ypsilanti that the following described parcels of land situated in the Charter Township of Ypsilanti, Washtenaw County, State of Michigan, to wit:

# See Exhibit A, attached hereto and incorporated by reference be and here is established as an Industrial Development District pursuant to the provision of Act No. 198 of the Public Acts of 1974 to be known as Industrial Development District No. 11-276.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2011-10 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on June 21, 2011.

Karen Savejoi

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

# **EXHIBIT A**

#### OWNERS & PROPERTY DESCRIPTIONS PROPOSED IDD DISTRICT # 11-276

#### K-11-38-280-012

Bosal Industries-Georgia, Inc. 1476 Seaver Drive Ypsilanti, MI 48197

COM AT THE SW COR OF SEC 17, T3S, R7E, YPSILANTI TWP, WASHTENAW COUTNY, MICHIGAN; TH N 00-13W 927.70 FT ALG THE W/L OF SEC 17; TH N 72-39-10E 1551.80 FT ALG THE N/L OF SAID FRENCH CLAIM 681; TH S 16-06-00E 635.33 FT; TH N 72-54-10E 2216.60 FT; TH S 13-46-00W 23.97 FT FOR A POB; TH N 72-40-20E 1519.99 FT; TH S 07-06-42E 49.43 FT; TH 222.38 FT ALG THE ARC OF A 957.00 FT RADIUS CIRCULAR CURVE TO THE RIGHT W/ A CENTRAL ANGLE OF 13-18-51; HAVING A CHORD WHICH BEARS S 00-27-27E 221.88 FT; TH S 06-11-59W 218.90 FT; TH 119.82 FT ALG THE ARC OF A 543 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 12-38-34, HAVING A CHORD WHICH BEARS S 00-07-18E 119.57 FT; TH S 06-26-35E 335.20 FT; TH 36.59 FT ALG THE ARC OF A 50 FT RADIUS CIRCULAR CURVE TOT HE RIGHT. WITH A CENTRAL ANGLE OF 41-55-37 HAVING A CHORD WHICH BEARS S 14-31-13W 35.78 FT: TH 50.67 FT ALG THE ARC OF A 75.00 FT RADIUS NON-TANGENTIAL CIRCULAR CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 38-42-42, HAVING A CHORD WHICH BEARS S 16--07-40W 49.71 FEET; TH N 76-12-32W 187.24 FT; TH S 78-09-48W 141.58 FT; TH S 63-37-11W 60.62 FT; TH S 32-40-47 W 81.70 FT; TH S 21-56-06W 65.58 FEET; TH S 72-21-51 W 1108.25 FT; TH N 27-13-05W 244.32 FT TH 141.74 FT ALG THE ARC OF A 790.64 FT RADIUS NON-TANGENTIAL CIRCULAR CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 10-16-18, HAVING A CHORD WHICH BEARS N 09-56-23W 141.55 FT; TH N 12-37-55E 431.58 FT; TH N 29-33-06E 88.76 FT; TH N 13-46-00E 198.23 FT TO THE POB, BEING PART OF THE SW 1/4 OF SEC 17 AND THE NW 1/4 OF SEC 20 CONT 36.09 ACRES OF LAND +/-

K-11-02-275-010

#### K-11-38-280-013

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

COM AT THE SW CORNER OF SEC 17, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; TH N 01-00-13W 131.11 FT ALG THE W/L OF SEC 17 FOR A POB; TH CONTINUING N 01-00-13W 796.59 FT; TH N 72-39-10E 1551.80 FT ALG THE N/L OF SAID FRENCH CLAIM 681; TH S 16-06-00E 635.33 FEET; TH N 72-54-10E 2216.60 FT; TH S 13-46-00W 222.20 FEET; TH S 29-33-06W 88.76 FT; TH S 12-37-55W 431.58 FT; TH 141.74 FT ALG THE ARC OF A 790.64 FT RADIUS NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 10-16-18, HAVING A CHORD WHICH BEARS S 09-56-23E 141.55 FEET; TH S 27-13-05E 244.32FT; TH S 72-21-51W 750.83 FT; TH S 03-36-59 E 1082.23 FT; TH S 72-21-51W 516.39 FT (RECORDED AS 516.16 FEET); TH N 03-37-52W (RECORDED AS N 03-37-37W) 1410.09 FT (RECORDED AS 1410.24 FEET); TH S 86-00-47W 2484.55 FT TO THE POB, BEING PART OF THE SW 1/4 OF SEC 17 AND THE NW 1/4 OF SECTION 20, CONTAINING 89.51 ACRES OF LAND +/-

# **RESOLUTION 2011-8**

# CHARTER TOWNSHIP OF YPSILANTI PLANNING COMMISSION CONFIRMATION

**WHEREAS**, the Michigan Legislature, in recent years, has adopted a new Michigan Planning Enabling Act, Public Act 33 of 2008, MCL 125.3801, et seq, a new Michigan Zoning Enabling Act, Public Act 110 of 2006, MCL 125.3105, et seq. whose provisions in part provide for the establishment of Planning Commissions in those municipalities, including Townships, that did not at that time have existing Planning Commissions and to provide that those municipalities, including townships, that did have an established Planning Commission, reconfirm by ordinance the existence and conform the powers of such Planning Commissions to the new Michigan Planning Enabling Act; and

*WHEREAS*, MCL 125.3881 requires municipalities, including Townships, to have adopted such an ordinance as described above by July 1, 2011; and

**WHEREAS**, proposed Ordinance 2011-414 confirms the establishment under the Michigan Planning and Enabling Act of the Charter Township of Ypsilanti Planning Commission; provides for the powers, duties, and limitations of that Planning Commission; and repeals any ordinances or resolutions in conflict with this ordinance; and

**WHEREAS,** the passage of the proposed Ordinance 2011-414 is necessary to preserve the integrity of the Charter Township of Ypsilanti's Planning Commission with respect to its actions taken from July 1, 2011 forward while at the same time the proposed Ordinance 2011-414 approves, ratifies and reconfirms all actions taken by the preceding Planning Commission.

*NOW, THEREFORE, BE IT THEREFORE RESOLVED,* that the *Charter Township of Ypsilanti Board of Trustees* hereby adopts by reference Ordinance No. 2011-414 as attached in its entirety which Ordinance confirms the establishment under the Michigan Planning and Enabling Act, Public Act 33 of 2008, MCL 125.3801, et seq. of the Charter Township of Ypsilanti Planning Commission; provides for the composition of that Planning Commission; provides for the powers, duties and limitations of that Planning Commission and repeals any ordinance or parts of ordinances or resolutions in conflict with this Ordinance

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2011-8 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on June 21, 2011.

Caren Daver

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

# Ordinance No. 2011 - 414 Charter Township of Ypsilanti WASHTENAW COUNTY, MICHIGAN Ordinance to Confirm the Establishment of a Planning Commission with Zoning Authority (Annotated)

AN ORDINANCE TO CONFIRM THE ESTABLISHMENT UNDER THE MICHIGAN PLANNING ENABLING ACT, PUBLIC ACT 33 OF 2008, MCL 125.3801, ET SEQ., OF THE CHARTER TOWNSHIP OF YPSILANTI PLANNING COMMISSION; PROVIDE FOR THE COMPOSITION OF THAT PLANNING COMMISSION; PROVIDE FOR THE POWERS, DUTIES AND LIMITATIONS OF THAT PLANNING COMMISSION; AND REPEAL ANY ORDINANCE OR PARTS OF ORDINANCES OR RESOLUTIONS IN CONFLICT WITH THIS ORDINANCE.

# THE CHARTER TOWNSHIP OF YPSILANTI, WASTHENAW COUNTY, MICHIGAN, HEREBY ORDAINS:

## SECTION I - SCOPE, PURPOSE AND INTENT

This ordinance is adopted pursuant to the authority granted the Charter Township of Ypsilanti Board (hereinafter Township Board) under the Michigan Planning Enabling Act, Public Act 33 of 2008, MCL 125.3801, et seq., and the Michigan Zoning Enabling Act, Public Act 110 of 2006, MCL 125.3101, et seq., to establish a planning commission with the powers, duties and limitations provided by those Acts and subject to the terms and conditions of this ordinance and any future amendments to this ordinance.

The purpose of this ordinance is to provide that the Township Board shall hereby confirm the establishment under the Michigan Planning Enabling Act, Public Act 33 of 2008, MCL 125.3801, et seq., of the Charter Township of Ypsilanti Planning Commission formerly established under the Township Planning Act, Public Act 168 of 1959, MCL 125.321, et seq., to establish the appointments, terms, and membership of the Planning Commission; to identify the officers and the minimum number of meetings per year of the Planning Commission; and to prescribe the authority, powers and duties of the Planning Commission.

## SECTION II - ESTABLISHMENT

The Township Board hereby confirms the establishment under the Michigan Planning Enabling Act, Public Act 33 of 2008, MCL 125.3801, et seq., of the Ypsilanti Township Planning Commission (hereinafter Planning Commission) formerly established under the Township Planning Act, Public Act 168 of 1959, MCL 125.321, et seq., The Planning Commission shall have 7 members. Members of the Planning Commission as of the effective date of this Ordinance shall, except for an ex officio member whose remaining term on the Planning Commission shall be limited to his or her term on the Township Board, continue to serve for the remainder of their existing terms so long as they continue to meet all of the eligibility requirements for Planning Commission membership set forth within the Michigan Planning Enabling Act, Public Act 33 of 2008, MCL 125.3801, et seq.

## SECTION III - APPOINTMENTS AND TERMS

Subject to approval by a majority vote of the elected and serving members of the Township Board, the Township Supervisor shall appoint all members of the Planning Commission, including one member of the Township Board who shall serve as an ex officio member with full voting rights. The Planning Commission members, other than the ex officio member, shall serve for terms of three (3) years each. The ex officio member's term shall expire with his or her term on the Township Board. A Planning Commission member shall hold office until his or her successor is appointed. A vacancy shall be filled by appointment to the unexpired term in the same manner as the original appointment. Other than the ex officio member, no other elected officer or employee of the Township is eligible to be a member of the Planning Commission.

Planning Commission members shall be qualified electors of the Township, except that one Planning Commission member may be an individual who is not a qualified elector of the Township. The membership of the Planning Commission shall be representative of important segments of the community, such as the economic, governmental, educational, and social development of the Township, in accordance with the major interests as they exist in the Township, such as agriculture, natural resources, recreation, education, public health, government, transportation, industry, and commerce. The membership shall also be representative of the entire geography of the Township to the extent practicable.

### SECTION IV - REMOVAL

The Township Board may remove a member of the Planning Commission for misfeasance, malfeasance, or nonfeasance in office upon written charges and after a public hearing.

### SECTION V - CONFLICT OF INTEREST

The Planning Commission shall in its Bylaws provide rules regarding what constitutes a conflict of interest.

### **SECTION VI - COMPENSATION**

The Planning Commission members may be compensated for their services as provided by Township Board resolution. The Planning Commission may adopt bylaws relative to compensation and expenses of its members for travel when engaged in the performance of activities authorized by the township board, including, but not limited to, attendance at conferences, workshops, educational and training programs and meetings.

## SECTION VII - OFFICERS AND COMMITTEES

The Planning Commission shall elect a chairperson and a secretary from its members, and may create and fill other offices as it considers advisable. An ex officio member of the Planning Commission is not eligible to serve as chairperson. The term of each office shall be 1 year, with opportunity for reelection as specified in the Planning Commission Bylaws.

The Planning Commission may also appoint advisory committees whose members are not members of the Planning Commission.

#### SECTION VII - BYLAWS, MEETINGS AND RECORDS

The Planning Commission shall adopt Bylaws for the transaction of business.

The Planning Commission shall hold at least four (4) regular meetings each year, and shall by resolution determine the time and place of the meetings.

Unless otherwise provided in the Planning Commission's Bylaws, a special meeting of the Planning Commission may be called by the chairperson or by two (2) other members, upon written request to the secretary. Unless the Bylaws otherwise provide, the secretary shall send written notice of a special meeting to Planning Commission members at least forty-eight (48) hours before the meeting.

The business that the Planning Commission may perform shall be conducted at a public meeting held in compliance with the Open Meetings Act, Public Act 267 of 1976, MCL §15.261, et seq.

The Planning Commission shall keep a public record of its resolutions, transactions, findings, and determinations. A writing prepared, owned, used, in

the possession of, or retained by the Planning Commission in the performance of an official function shall be made available to the public in compliance with the Freedom of Information Act, Public Act 442 of 1976, MCL §15.231, et seq.

### SECTION IX - ANNUAL REPORT

The Planning Commission shall make an annual written report to the township board concerning its operations and the status of the planning activities, including recommendations regarding actions by the Township Board related to planning and development.

### SECTION X - AUTHORITY TO MAKE MASTER PLAN

Under the authority of the Michigan Planning Enabling Act, Public Act 33 of 2008, MCL §125.3801, et seq., and other applicable planning statutes, the Planning Commission shall make a Master Plan as a guide for development within the Township's planning jurisdiction. The procedure for adoption or amendment of a Master Plan shall be as prescribed in Article III of the Act, MCL §125.3831 through §125.3851.

Final authority to approve a Master Plan or any amendments thereto shall rest with the Township Board after recommendation of the Planning Commission in accordance with the Act. The Township Board shall pass a resolution in accordance with MCL §125.3843(3) asserting its right to approve or reject a master plan.

Unless rescinded by the Township, any plan adopted or amended under the Township Planning Act, Public Act 168 of 1959, MCL §125.321, et seq., need not be readopted under the Michigan Planning Enabling Act, Public Act 33 of 2008, MCL §125.3801, et seq.

## SECTION XI - ZONING POWERS

The Township Board hereby confirms the transfer of all powers, duties, and responsibilities provided for Zoning Boards or Zoning Commissions by the former Township Zoning Act, Public Act 184 of 1943, MCL 125.271, et seq.; the Michigan Zoning Enabling Act, Public Act 110 of 2006, MCL 125.3101, et seq.; or other applicable zoning statutes to the Charter Township of Ypsilanti Planning Commission formerly established under the Township Planning Act, Public Act 168 of 1959, MCL 125.321, et seq.

Any existing Zoning Ordinance shall remain in full force and effect except as otherwise amended or repealed by the Township Board.

#### SECTION XII - SUBDIVISION AND LAND DIVISION RECOMMENDATIONS

The Planning Commission may recommend to the Township Board provisions of an ordinance or rules governing the subdivision of land. Before recommending such an ordinance or rule, the Planning Commission shall hold a public hearing on the proposed ordinance or rule. The Planning Commission shall give notice of the time and place of the public hearing not less than fifteen (15) days before the hearing by publication in a newspaper of general circulation within the Township.

The Planning Commission shall review and make recommendation on a proposed plat before action thereon by the Township Board under the Land Division Act, Public Act 288 of 1967, MCL §560.101, et seq. The Planning Commission shall recommend approval, approval with conditions, or disapproval of a plat within sixty-three (63) days after the plat is submitted to the Planning Commission unless the plat proprietor waives this requirement and consents to an extension of the sixty-three (63) day period. Before making its recommendation, the Planning Commission shall hold a public hearing on the proposed plat. A plat submitted to the Planning Commission shall contain the name and address of the proprietor or other person to whom notice of a hearing

shall be sent. Not less than fifteen (15) days before the date of the hearing, notice of the date, time and place of the hearing shall be sent to that person at that address by mail and shall be published in a newspaper of general circulation in the Township. Similar notice shall be mailed to the owners of land immediately adjoining the proposed platted land.

### SECTION XIII – SEVERABILITY

The provisions of this ordinance are hereby declared to be severable, and if any part is declared invalid for any reason by a court of competent jurisdiction, it shall not affect the remainder of the ordinance, which shall continue in full force and effect.

## SECTION XIV - REPEAL

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed. The Resolution or Ordinance establishing the Charter Township of Ypsilanti Planning Commission under the Township Planning Act, Public Act 168 of 1959, MCL 125.321, et seq., is/are, hereby repealed and replaced by this Ordinance.

### SECTION XV - APPROVAL, RATIFICATION, AND RECONFIRMATION.

All official actions taken by The Charter Township of Ypsilanti Board of Trustees and/or its Planning Commission preceding the Commission created by this Ordinance are hereby approved, ratified, and reconfirmed. Any project, review, or process taking place at the effective date of this Ordinance shall continue with the Planning Commission created by this Ordinance, subject to the requirements of this Ordinance, and shall be deemed a continuation of any such previous project, review or process. This Ordinance shall be in full force and effect from and after its adoption and publication.

### SECTION XVI - PUBLICATION AND EFFECTIVE DATE.

The Township Clerk shall cause this Ordinance to be published in the manner required by law. This Ordinance shall be effective as of the date of final publication of the Ordinance.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2011-414 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on June 21, 2011 after first being introduced at a Regular Meeting held on May 17, 2011. The motion to approve was made by member Roe and seconded by member Currie. Yes: Currie, Eldridge, Mike Martin, Scott Martin, Stumbo, Roe, Doe. NO: None. ABSTAIN: None.

Karen Javepy R

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

Published: June 30, 2011

# PROPOSED ORDINANCE 2011-416

## An Ordinance Amending Ordinance No. 74, Township Zoning Ordinance, So As To Rezone 5401 Whittaker Road, being Parcel ID K-11-21-200-020, From Its Current OS-1 Office Service District Zoning Classification To TC-3 Town Center 3 District Zoning Classification

The Charter Township of Ypsilanti hereby ordains that

Ordinance

No. 74, adopted May 18, 1994, shall be amended as follows:

Real Property consisting of 1.80 acres of land located at 5401

Whittaker Road, also known as Parcel ID K-11-21-200-020, and more

particularly described as follows:

YP#21-8B: COM AT THE SW COR OF SEC 21; TH N 0-17-30 W 3000.50 FT IN THE W LINE OF SEC; TH E 490.30 FT; TH N 2-35-00 E 37 FT; TH N 2-22-00 E 251.36 FT FOR POB; TH S 87-38-00 E 290 FT; TH S 1-57-00 E 88.99 FT; TH S 42-57-00 W 248.03 FT, TH S 48-36-22 W 31.85 FT, TH S 41-23-38 W 27 FT, TH N 48-36-22 W 40.26 FT, TH ALONG ARC OF CURVE, CENTRAL ANGLE OF 6-50-43, RADIUS OF 253.53 FT, WITH A CHORD BEARING N 45-10-48 W 30.27 FT, TH N N 15-16-48 E 33.03 FT, TH ALONG ARC OF CURVE WITH CENTRAL ANGLE OF 38-1-20, RADIUS OF 226.53 FT, WITH A CHORD BEARING N 18-11-59 W 147.58 FT, TH N 0-48-40 E 59.52 FT TO THE POB. BEING PART OF NW 1/4 SEC 21, T3S-R7E, 1.40 AC. (L-3982 P-994 11/30/00)

ALSO SEE QUIT CLAIM DEED L- 4724 P - 595

shall be rezoned from its current OS-1 Office Service District zoning classification to the TC-3 Town Center 3 District zoning classification.

The Zoning Map, as incorporated by reference, in the Charter township of Ypsilanti Zoning Ordinance is hereby amended by the rezoning of the afore-described parcel of property from its OS-1 Office Service District zoning classification to the TC-3 Town Center 3 District zoning classification.

Severability

In the event that any one or more sections, provisions,

phrases or words of this ordinance shall be found to be invalid by a

Court of competent jurisdiction, such holding shall not affect the validity nor the enforceability of the remaining sections, provisions, phrases or words of this Ordinance unless expressly so determined by a Court of competent jurisdiction.

## Non Exclusivity

The prohibitions and penalties provided for in this Ordinance shall be in addition to, and not exclusive of, other prohibitions and penalties provided for by other law, ordinance, or rule/regulation.

## **Publication**

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

## Effective date

This Ordinance shall become effective 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 approval of the first reading of Proposed Ordinance No. 2011-416 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on June 21, 2011. The second reading is scheduled to be heard on July 19, 2011.

Karen ö

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI 2011 BUDGET AMENDMENT #6 JUNE 21, 2011

## **101 - GENERAL OPERATIONS FUND**

Total Increase

\$47,832.37

Increase the General Fund budget by \$10,351.00 for 2010 special assessment -drains at large costs \$120,351 to by Washtenaw County Treasurer invoiced April 2011.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$10,351.00
		Net Revenues	\$10,351.00
Expenditures	Highway & Street-Drain Costs	101-446-000-818.009	\$10,351.00
		Net Expenditures	\$10,351.00

Increase tax refund expenditure budget due to Michigan Tax Tribunal tax settlement -Ford Motor Co. reductions of value 2008-2009 PPT that require refunds to tax payer. This is funded by an Appropriation of Prior Year Fund Balance from the Reserve for MTT losses based on specific millage rates for the specific fund.

Prior Year Fund Balance	101.000.000.699.000	\$37,481.37
	Net Revenues	\$37,481.37
	=	
Tax Refund Expenditures	101.956.000.956.006	\$37,481.37
	Net Expenditures	\$37,481.37
	Prior Year Fund Balance Tax Refund Expenditures	Tax Refund Expenditures 101.956.000.956.006

## 206 - FIRE FUND

Total Increase \$84,314.84

Increase tax refund expenditure budget due to Michigan Tax Tribunal tax settlement -Ford Motor Co. reductions of value 2008-2009 PPT that require refunds to tax payer. This is funded by an Appropriation of Prior Year Fund Balance from the Reserve for MTT losses based on specific millage rates for the specific fund.

Revenues:	Prior Year Fund Balance	206.000.000.699.000	\$84,314.84
		Net Revenues	\$84,314.84
Expenditures:	Tax Refund Expenditures	206.206.000.956.010	\$73,932.32
	Tax Refund Expenditures-Fire Pension	206.852.000.956.014	\$10,382.52
		Net Expenditures	\$84,314.84

# CHARTER TOWNSHIP OF YPSILANTI 2011 BUDGET AMENDMENT #6 JUNE 21, 2011

# 212 - BIKE, SIDEWALK, RECREATION, ROAD AND Total Increase \$52,502.86 GENERAL OPERATIONS FUND (BSR II)

Increase tax refund expenditure budget due to Michigan Tax Tribunal tax settlement -Ford Motor Co. reductions of value 2008-2009 PPT that require refunds to tax payer. This is funded by an Appropriation of Prior Year Fund Balance from the Reserve for MTT losses based on specific millage rates for the specific fund.

Revenues:	Prior Year Fund Balance	212.000.000.699.000	\$26,559.11
		Net Revenues	\$26,559.11
Expenditures:	Tax Refund Expenditures	212.212.000.956.010	\$26,559.11
		Net Expenditures	\$26,559.11

Increase expenditure budget line item for tree planting - Willow Run Airport Tree Replacement reserve fund. This will be funded by appropriation from prior year fund balance.

Revenues:	Prior Year Fund Balance	212.000.000.699.000	\$3,700.00
		Net Revenues	\$3,700.00
Expenditures:	Professional Service Tree/Landscape	212.212.000.801.150	\$3,700.00
		Net Expenditures	\$3,700.00

Increase transfer to Golf Course expenditure budget for repairs on building. (50%+ to come from insurance reimbursement and be deposited into the Golf Fund 584)

Revenues:	Prior Year Fund Balance	212.000.000.699.000	\$22,243.75
		Net Revenues	\$22,243.75
Expenditures:	Transfer to Golf Course Fund	212.212.000.969.584	\$22,243.75
		Net Expenditures	\$22,243.75

# **CHARTER TOWNSHIP OF YPSILANTI** 2011 BUDGET AMENDMENT #6 JUNE 21, 2011

**Total Increase** 

\$46,613.02

## **266 - LAW ENFORCEMENT FUND**

66 - LAW ENFORCEMENT FUND	Total Increase	\$92,414.76
Increase tax refund expenditure budget due to Michigan Tax Tribunal tax set Motor Co. reductions of value 2008-2009 PPT that require refunds to tax pay funded by an Appropriation of Prior Year Fund Balance from the Reserve for I based on specific millage rates for the specific fund.	er. This is	

Revenues:	Prior Year Fund Balance	266.000.000.699.000	\$92,414.76	
		Net Revenues	\$92,414.76	
Expenditures	: Tax Refund Expenditure	266.301.000.956.010	\$92,414.76	
		Net Expenditures	\$92,414.76	

# 584 - GOLF COURSE FUND

Increase transfer in from BSR II for \$22,243.75; Increase revenue for insurance reimbursement on damaged building for \$24,369.27 and increase expenditure for building maint. Pro shop for \$46,613.02

Revenues:	Other Income - Misc.	584.000.000.694.001	\$24,369.27
	Transfer from BSR II	584.000.000.697.212	\$22,243.75
		Net Revenues	\$46,613.02
Expenditures	: Building Maint - Pro Shop		\$46,613.02
		Net Expenditures	\$46,613.02

# **RESOLUTION NO. 2011-9**

# CHARTER TOWNSHIP OF YPSILANTI

# AUTHORIZING DIVISION OF A PLATTED LOTS IN FAIRVIEW HEIGHTS SUBDIVISION.

WHEREAS, the owner of Lots 144, 145 and 146 of Fairview Heights Subdivision has made a request to change lot boundaries as previously approved and recorded; and

WHEREAS, Township ordinance no. 2000-243, Article IX, Section 11.01 states that "Upon the filing of a petition, by the owner or owners of all interest therein, with the Township Board, the platted lots, outlot, or parcels of land in existing recorded plats may be partitioned or divided upon resolution of the Township Board into not more than four (4) parts, each of which shall, in regard to width, depth and area, conform to the terms and provisions of the Charter Township of Ypsilanti Zoning Ordinance, as amended; and

WHEREAS, the Township Planning and Development Coordinator has reviewed the division and confirmed that the resulting parcels meet the minimum requirements for lot size and road frontage as set forth by Section 2000 of the Township Zoning Ordinance.

THEREFORE, BE IT RESOLVED, that the revised property descriptions are approved as follows:

Lot 144 and the East ½ of lot 145 Fairview Heights Subdivision

Lot 146 and the West ½ of lot 145 Fairview Heights Subdivision

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2011-9 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on June 21, 2011.

Karen Savejoy

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

## **PROPOSED ORDINANCE NO. 2011 – 418**

#### AMENDING ORDINANCE NO. 2008-382

An ordinance to amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to increase sewage disposal service rates.

#### BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:

Section 62-77 of Chapter 62, Article IV of the Code of Ordinances be revised as follows:

For all billings rendered prior to September 1, 2011, existing sewage disposal service rates shall prevail. For all billings rendered from September 1, 2011, charges for sewage disposal services shall be as provided for in Schedule A, for each bimonthly (two-month) period:

#### Schedule A:

	CAPITA	TAL CHARGE	OM&R		TOTAL	
Meter Size Allo	d Usage Contract		Contract	All	Contract	All
inch) Cub	Seet Communit		Communities	Others	Community	Others
5/8-3/4 600	\$1.15	9\$31.099\$69.0962\$126.62	\$15.32	\$18.96	\$16.47	\$20.11
100	\$1.93		\$25.61	\$32.28	\$27.53	\$34.21
1.5 210	\$4.22		\$52.54	\$66.37	\$56.76	\$70.60
2 400	\$7.67		\$101.36	\$127.57	\$109.03	\$135.24
8 900	\$17.27		\$221.20	\$285.45	\$238.47	\$302.73
4 162	\$31.09		\$421.96	\$514.46	\$453.05	\$545.55
5 360	\$69.09		\$909.79	\$1144.92	\$978.87	\$1214.00
8 660	\$126.62		\$1660.47	\$2091.38	\$1787.09	\$2218.01
0 102	\$192.81		\$2570.27	\$3236.30	\$2763.08	\$3429.11
400           400           900           162           360           360           360           360	\$7.67 \$17.27 \$31.09 \$69.09 \$126.62 \$192.81	\$7.67 7 \$17.27 9 \$31.09 9 \$69.09 52 \$126.62 81 \$192.81	\$101.36 \$221.20 \$421.96 \$909.79 \$1660.47	\$127.57 \$285.45 \$514.46 \$1144.92 \$2091.38	\$109.03 \$238.47 \$453.05 \$978.87 \$1787.09	

For all usage in excess of allowed usage the rate per 100 cubic feet shall be as follows:

	CAPITAL CHA	RGE	OM&R		TOTAL		
Contract Communities All Others	\$0.193 \$0.193		\$1.658 \$1.748		\$1.851 \$1.941		
*	*	* *	*	*	*	*	*

This Ordinance shall become effective upon the date of publication.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2011-418 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on June 21, 2011. The second reading is scheduled to be heard on July 19, 2011.

Karen Javepy Kol

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

#### RESOLUTION 2011-14 APPROVING CONTRACT AND AUTHORIZING NOTICE (Snow Road Pump Station)

#### Charter Township of Ypsilanti County of Washtenaw, State of Michigan

Minutes of a regular meeting of the Township Board (the "Governing Body") of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the "Local Unit"), held on the 21st day of June, 2011, at 6:30 o'clock p.m., Eastern Daylight Time.

PRESENT: Members: Supervisor Brenda Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge, Jean Hall Currie, Mike Martin and Scott Martin

ABSENT: Members: None

The following preamble and resolutions were offered by Member Clerk Karen Lovejoy Roe and supported by Member Treasurer Larry Doe:

WHEREAS, it is necessary to acquire and construct certain wastewater system improvements, consisting of the acquisition, construction and installation of improvements to the Snow Road pump station in the Local Unit, including pump replacement and electrical and control system upgrades, together with all necessary appurtenances and attachments thereto, to serve the Local Unit (the "Wastewater Improvements"); and

WHEREAS, a contract (the "Contract") has been prepared between the Local Unit and the Ypsilanti Community Utilities Authority (the "Authority") whereby the Authority will issue its bonds (the "Bonds") on behalf of the Local Unit to provide for the financing of the Local Unit's share of the cost of the acquisition, construction and installation of the Wastewater Improvements; and

WHEREAS, this Governing Body has carefully reviewed the Contract and finds that it provides the best means for accomplishing the acquisition and construction of the Wastewater Improvements and for providing the needed services.

#### NOW, THEREFORE, BE IT RESOLVED, THAT:

1. <u>Approval of Contract; Effectiveness</u>. The Contract is hereby approved and the Supervisor and the Clerk of the Local Unit are hereby authorized and directed to execute and deliver the Contract for and on behalf of the Local Unit; provided, however, that Contract shall not become effective until the expiration of forty-five (45) days after the publication of the attached notice as a display advertisement of at least <sup>1</sup>/<sub>4</sub> page in size in the *Ypsilanti Courier*, a newspaper of general circulation within the Local Unit, which manner of publication is deemed by the Governing Body to be the most effective manner of informing the taxpayers and electors of the Local Unit of the details of the proposed Contract and the rights of referendum thereunder.

2. <u>Publication of Notice</u>. The Clerk is directed to publish the attached notice in the newspaper above designated as soon as possible after the adoption hereof.

3. All resolutions and parts of resolutions in conflict with this resolution be, and the same hereby are repealed.

AYES: Members: Supervisor Brenda Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge, Jean Hall Currie, Mike Martin and Scott Martin

NAYS: Members: None

**RESOLUTION DECLARED ADOPTED.** 

Karen Lovejoy Roe Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on June 21, 2011, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Karen Lovejoy Township Clerk

#### NOTICE OF INTENT TO EXECUTE TAX-SUPPORTED CONTRACT AND OF RIGHT TO <u>PETITION FOR REFERENDUM THEREON</u>

#### TO THE TAXPAYERS AND ELECTORS OF THE CHARTER TOWNSHIP OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN:

PLEASE TAKE NOTICE, the Charter Township of Ypsilanti (the "Local Unit") has approved by resolution the execution of a contract (the "Contract") with the Ypsilanti Community Utilities Authority (the "Authority") pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which Contract provides, among other things, that the Authority will acquire, construct and install certain wastewater improvements, consisting of the acquisition, construction and installation of improvements to the Snow Road pump station in the Local Unit, including pump replacement and electrical and control system upgrades, together with all necessary appurtenances and attachments thereto, to serve the Local Unit and will issue its bonds in the principal amount not to exceed \$3,500,000 to finance the cost of the acquisition and construction of such wastewater improvements for the Local Unit AND THE LOCAL UNIT WILL PAY TO THE AUTHORITY PURSUANT TO THE CONTRACT THE SUMS NECESSARY TO RETIRE THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

#### LOCAL UNIT'S CONTRACT OBLIGATIONS

It is presently contemplated that the bonds will be in the principal amount of not to exceed \$3,500,000, will mature serially over a period of not to exceed twenty-five (25) years, and will bear interest at the rate or rates to be determined at the time of sale to the Michigan Finance Authority but in no event to exceed two and one-half percent (2.5%) per annum on the balance of the bonds from time to time remaining unpaid. The Contract includes the Local Unit's pledge of its limited tax full faith and credit for the prompt and timely payment of the Local Unit's obligations as expressed in the Contract. THE LOCAL UNIT WILL BE REQUIRED TO LEVY AD VALOREM TAXES WITHIN APPLICABLE CONSTITUTIONAL AND STATUTORY TAX LIMITATIONS ON ALL TAXABLE PROPERTY WITHIN THE LOCAL UNIT TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE. IT IS THE PRESENT INTENT OF THE LOCAL UNIT TO USE THE REVENUES FROM THE TOWNSHIP DIVISION OF THE AUTHORITY'S SYSTEM TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS.

#### **RIGHT OF REFERENDUM**

The Contract will become effective and binding upon the Local Unit without vote of the electors as permitted by law unless a petition requesting an election on the question of the Local Unit entering into the Contract, signed by not less than 10% of the registered electors of the Local Unit, is filed with the Township Clerk within forty-five (45) days after publication of this notice. If such petition is filed, the Contract cannot become effective without an approving vote of a majority of electors of the Local Unit qualified to vote and voting on the question. The Contract is on file at the office of the Township Clerk.

This notice is given pursuant to the requirements of Section 8 of Act No. 233, Public Acts of Michigan, 1955, as amended. Further information concerning the details of the Contract and the matters set out in this notice may be secured from the Township Clerk's office.

Karen Lovejoy Roe Clerk Charter Township of Ypsilanti

19,150,361.1\099369-00030

CANFIELD, PADDOCK AND STONE, P.L.C.

MILLER.

# **RESOLUTION 2011-13**

Whereas, at its regularly scheduled meeting held May 24, 2011, the Charter Township of Ypsilanti (Township) Planning Commission (Commission) recommended to the Township Board of Trustees the request of the Burning Bush Church of God to amend the PD Stage II Final Site Plan dated April 11, 1998 and to amend the executed Development Agreement dated June 16, 1998 to permit the establishment of a worship facility to be located at 770 James L. Hart Parkway, Parcel K11-17-361-024, with the following conditions:

- The applicant shall submit a Development Agreement acceptable to the Township Board of Trustees and the Township Attorney.
- The Development Agreement shall exclude the use of the property for a day care, preschool or other child care facility as it would be inappropriate to have such a facility in such close proximity to a number of industrial facilities.
- The applicant shall agree to replace all necessary landscaping per the originally approved site plan.

*Whereas*, the property in question is currently zoned PD Planned Development with the underlying zoning being B-3 General Commercial; and

*Whereas*, in addition to the recommendations of the Commission, Township staff further recommends that an additional condition to the Township Board's approval of the request should include a provision that "*The applicant shall agree not to construct or utilize any portion of the property for use as a parsonage.*"; and

*Whereas*, the change of use proposed is a "*major change*" in accordance with Section 19-22(3) of the Township Zoning Code resubmittal of a new site plan to the Planning Commission and Township Board is required; and

*Whereas*, the Township Board of Trustees is in agreement with the proposed changes to the affected property and agrees that approval of the current site plan is in the best interest of the Township; and

*Whereas*, upon approval of the Development Agreement dated *June 16, 1998* are required before a Certificate of Occupancy may be issued

Now Therefore, Be it resolved, the Charter Township of Ypsilanti Board of Trustees adopts the recommendation of the Township's Planning Commission of May 24, 2011 and approves the revised Site Plan submitted by the Burning Bush Church of God amending the *PD Stage II Final Site Plan* dated *April 11, 1998* subject to amendments to the *Development Agreement* dated *June 16, 1998*, satisfactory to the Township Board of Trustees and the Township attorney, permitting the establishment of a worship facility to be located at 770 James L. Hart Parkway, Parcel K11-17-361-024, and subject to the following further conditions:

- The Development Agreement shall exclude the use of the property for a daycare, preschool or other child care facility as it would be inappropriate to have such a facility in such close proximity to a number of industrial facilities.
- The applicant shall agree to replace all necessary landscaping per the originally approved Site Plan.
- The applicant shall agree not to construct or utilize any portion of the property for use as a parsonage.

Kareni

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Resolution No. 2011-13 by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on June 21, 2011. The second reading is scheduled to be heard on July 19, 2011.

#### COOPERATIVE AGREEMENT

"Urban County"

#### Community Development Block Grant & Home Investment Partnership Programs

#### THIS AGREEMENT made and entered into this 21st day of June 2011 by and between

#### the Charter Township of Ypsilanti, State of Michigan hereinafter referred to as the

"Community", and the County of Washtenaw, a Michigan Constitutional Corporation, State

of Michigan, hereinafter referred to as the "County":

WHEREAS, the Housing and Community Development Act of 1974 as amended provides an entitlement of funds for Community Development purposes for urban counties; and

WHEREAS, Washtenaw County has been designated as an Urban County provided that it secures Cooperation Agreements with various communities in Washtenaw County; and

WHEREAS, this agreement covers both the Community Development Block Grant Entitlement Program and, where applicable, the HOME Investment Partnership program; and

NOW THEREFORE, the Community and County do hereby promise and agree:

THAT the Community may not apply for grants from appropriations under Small Cities or State CDBG programs for fiscal years during the period in which it is participating in the urban county's CDBG program; and

THAT the Community may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation; and,

THAT the County shall have final responsibility for selecting Community Development Block Grant (and HOME, where applicable) activities and annually filing a Consolidated Plan with HUD;

THAT the County will, on behalf of the Community, execute essential Community Development and Housing Assistance applications, plans, programs and projects eligible under the Housing and Development Act of 1974 as amended; and

THAT the Community and the County will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; and

THAT the Community and the County will take all actions necessary to assure compliance with the County's certification required by Section ~104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws; that the County is prohibited from funding activities in or in support of any community that does not affirmatively further fair housing within its own jurisdiction, or that impedes the County's action to comply with its fair housing certification; and that funding by the County is contingent upon the Community's compliance with the above; and

THAT the Community has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction; and

THAT the qualification period of this agreement as defined in the HUD regulations and guidelines shall be Federal Fiscal Years 2012, 2013 and 2014, and such additional period of time for the purpose of carrying out activities funded by Community Development Block Grants and Home Investment Partnership Program grants from Federal Fiscals years 2012, 2013 and 2014 appropriations and from any program income generated from the expenditure of such funds; further that the period of time of this Agreement shall be automatically renewed in successive three-year qualification periods, unless the County or the Community provides written notice it elects not to participate in a new qualification period. A copy of this notice must be sent to the HUD State Office by the date specified in HUD's urban county qualification notice for the next gualification period; further the County will notify the Community in writing of its right to make such election by the date specified in HUD's urban county qualification notice; and

THAT the Community resolves to remain in **Washtenaw's** Urban County programs for an indefinite period of time or until such time it its in the best interest of this Community to terminate the Cooperation Agreement and such additional period of time for the purpose of carrying out activities funded by Community Development Block Grants and from any program income generated from the expenditure of such funds. Furthermore, that the period of time of this Agreement shall be automatically renewed in successive three-year qualification periods, unless the County or the Community provides written notice it elects not to participate in a new qualification period. A copy of this notice must be sent to the HUD State Office by the date specified in HUD's Urban County Qualification Notice for the next qualification period; further the County will notify the Community in writing of its right to make such election by the date specified in HUD's Urban County Qualification Notice; and

THAT failure by either party to adopt an amendment to this Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three year urban county qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of such qualification period; and THAT this Agreement remains in effect until the CDBG (and HOME where applicable) funds and income received with respect to activities carried out during the three year qualification period (and any successive qualification periods under this automatic renewal provision) are expended and the funded activities completed, and that the County and Community may not terminate or withdraw from this agreement while this agreement remains in effect; and

THAT the Community shall inform the County of any income generated by the expenditure of CDBG funds received by the Community; and

THAT any such program income generated by the <u>Community</u> must be paid to the County, unless at the County's discretion, the Community may retain the program income as set forth in 24 CPR 570.503; and

THAT any program income the Community is authorized by the County to retain may only be used for eligible activities approved by the County in accordance with all CDBG requirements as may then apply; and

THAT the County has the responsibility for monitoring and reporting to HUD on the use of any such program income, thereby requiring appropriate record keeping and reporting by the Community as may be needed for this purpose; and

THAT in the event of close-out or change in status of the Community, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County; and

THAT the Community shall provide timely notification to the County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition; and

THAT the Community shall reimburse the County in the amount equal to the current fair market value (less any portion of the value attributable to expenditures of non-CDBG funds) of real property acquired or improved with Community Development Block Grant funds that is sold or transferred for the use which does not qualify under the CDBG regulations; and

THAT the Community shall return to the County program income generated from the disposition or transfer of real property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between the County and the Community; and

THAT the terms and provisions of this Agreement are fully authorized under State and local law, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and THAT pursuant to  $24 \text{ CFR} \sim 570.501(b)$ , the Community is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement set forth in 24 CFR 570.503.

IN WITNESS WHEREOF, the Community and the County have by resolutions authorized this agreement to be executed by their respective officers thereunto as of the day and year first above written.

#### COUNTY OF WASHTENAW

Name: Verna J. McDaniel Title: County Administrator

Signature & date: \_\_\_\_\_

Attested By: Name: Lawrence Kestenbaum Title: County Clerk/ Register

Signature & date:

#### CHARTER TOWNSHIP OF YPSILANTI

Name: Brenda L. Stumbo Title: Supervisor

Signature & date:	Drenda R. Strembo	6	22	Ти
		1		

Attested By: Name: Karen Lovejoy Roe Title: Clerk

Signature & date: Kan Jan Rel 6/22/

The undersigned, Corporation Counsel for the County of **Washtenaw**, certifies that the terms and provisions of the foregoing agreement are fully authorized under existing State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and public assisted housing in cooperation with local units of government.

Name: Curtis Hedger Title: Corporation Counsel

Signature & date:

#### PROFESSIONAL SERVICE CONTRACT

Project: Middle Huron Watershed Initiative

Agreement is made this twenty-fourth of March, 2011 by the Ypsilanti Charter Township (Township), Civic Center, 7200 S. Huron River Dr., Ypsilanti, MI 48197, and the Huron River Watershed Council (Council), 1100 North Main, Suite 210, Ann Arbor, Michigan, 48104.

In consideration of the promises below, the parties mutually agree as follows:

#### ARTICLE 1 - SCOPE OF SERVICES

The Council will provide services as described in the Statement of Work (Middle Huron Partnership and Stormwater Advisory Group Work Plan).

#### ARTICLE II - COMPENSATION

For services provided, the Township will pay the Council fifteen thousand three hundred thirteen dollars and zero cents (\$15,313).

#### ARTICLE III - REPORTING OF CONSULTANT

<u>Section 1</u> - The Council is to coordinate activities with the Township and will cooperate and confer with individuals as necessary to ensure satisfactory work.

Section 2 – When applicable, the Council will submit annual reports and a final written report to the Township.

#### ARTICLE IV - TERM

This contract begins on January 1, 2011 and ends on December 31, 2012.

#### ARTICLE V - PERSONNEL

The parties agree that the Council is neither an employee nor an agent of the Township for any purposes.

#### ARTICLE VI - INSURANCE REQUIREMENTS

The Council will maintain at its own expense during the term of this contract, the following insurance:

1. Worker's Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.

2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage.

3. Council will indemnify the Township and its officers, employees and agents from all liability of any sort that may result from injury or death to any person or loss or damage to any property in the performance of any services funded in whole or in part under this Agreement.

#### ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

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

#### ARTICLE IX- EQUAL EMPLOYMENT OPPORTUNITY

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

#### PROFESSIONAL SERVICE CONTRACT

#### Project: Middle Huron Watershed Initiative

The Council will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

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

#### ARTICLE X - ASSIGNS AND SUCCESSORS

This contract is binding on the Township and Council, their successors and assigns. Neither the Township nor the Council will assign or transfer its interest in this contract without the written consent of the other.

#### ARTICLE XI - TERMINATION OF CONTRACT

Either party may terminate the contract by giving thirty (30) days written notice to the other party. In the event of termination of contract by either party, any Township funds not disbursed at that time will be returned by the Council to the Township.

#### ARTICLE XII - EQUAL ACCESS

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

#### ARTICLE XIII - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public.

#### ARTICLE XIV - PAYROLL TAXES

The Council is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the Township against such liability

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

Changes mutually agreed upon by the Township and the Council will be incorporated into this contract by written amendments signed by both parties.

Ypsilanti Charter Township

HURON RIVER WATERSHED COUNCIL

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

Byx San Luce 10-1,28,2011 Laura Rubin, (date)

Executive Director

# RESOLUTION NO. 2011-15

# TF10-155, Lakeside Park Improvements

Upon motion made by <u>Clerk Lovejoy Roe</u>, seconded by <u>Treasurer Doe</u>, the following Resolution was adopted:

"**RESOLVED**, that the Charter Township of Ypsilanti, Michigan, does hereby accept the terms of the Trust Fund Grant Agreement as received from the Michigan Department of Natural Resources, and that the Charter Township of Ypsilanti does hereby specifically agree, but not by way of limitation, as follows:

- 1. To appropriate all funds necessary to complete the project during the project period and to provide Eight Hundred Fifty Thousand, One Hundred dollars (\$850,100.00) in cash and in-kind services to match the grant authorized by the DEPARTMENT.
- 2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
- 3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
- 4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
- 5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

The following aye votes were recorded7The following nay votes were recorded0

STATE OF MICHIGAN

) ss COUNTY OF WASHTENAW )

I, <u>Karen Lovejoy Roe</u>, Clerk of the Charter Township of Ypsilanti, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the Charter Township of Ypsilanti Board of Trustees, at the meeting held June 21, 2011.

Signature

<u>Clerk</u>

\_\_\_\_\_June 22, 2011\_\_\_\_\_ Dated:

#### RESOLUTION 2011-12

*Whereas*, backyard breeding of dogs and door-to-door sale of puppies by persons within the Township has increased in recent years; and

*Whereas*, the regulation of backyard breeders will safeguard and promote dog breeding by responsible pet owners who sell, adopt, barter or transfer puppies in a manner that does not add to the population of abandoned or neglected dogs; and

*Whereas*, regulation of backyard breeders will prohibit persons convicted of dog fighting, animal cruelty or neglect from breeding dogs; and

*Whereas*, regulation of backyard breeders will prohibit persons adjudicated as owning a dangerous dog pursuant to Michigan law from breeding dogs; and

*Whereas*, Ordinance No. 2011-417 provides for the regulation of backyard breeders by requiring permits for dog breeders, establishing the number of litters a dog can whelp within a year, requiring a dog reach the age of at least eight weeks before it is sold, limiting the sale of dogs to persons holding a breeder's permit, unless they are a governmental agency, non-profit organization, pet store, or participating in a permitted dog show, and provides penalties for persons who violate the ordinance provisions.

*Now Therefore, Be it resolved* that Ordinance No. 2011-417 attached hereto is adopted by reference.

# **ORDINANCE NO. 2011-417**

# An Ordinance to Require Dog Breeder Permits

The Charter Township of Ypsilanti ordains that Chapter 14 entitled

"Animals" of the Township Code of Ordinances be amended as follows:

*ADD* the following new section:

# Dog Breeder Permit Required

1. No person shall cause or allow any dog owned, harbored or kept within the Township of Ypsilanti to breed without first obtaining a breeding permit, as described below. The term breeding permit means a written authorization, issued annually by the Township Treasurer, giving its lawful holder permission to breed a dog.

# Dog Breeding Permit Application

2. An application for a dog breeder permit shall be filed with the Township Treasurer by any person who intends to breed a dog. The application shall contain such information as is requested by the Township, including:

A. The name and address, and date of birth of the applicant.

B. The address of the location at which the litter will be whelped, if different from the applicant's address.

C. A complete description of the dog proposed to be bred including breed or mix of breeds, gender and dog license number.

D. A statement by the applicant that he/she owns the dog proposed to be bred.

# **Inspections**

3. The Office of Community Standards shall conduct an inspection of the applicant's proposed breeding/whelping location to determine whether it is in compliance with the International Property Maintenance Code. No permit shall be issued to an applicant unless the proposed breeding/whelping location is in compliance with the International Property Maintenance Code.

# Pit Bull Breeders

4. Due to an overpopulation of pit bulls within the Township, as defined in section 14-1, no person shall be issued a dog breeder permit to breed a pit bull.

# Fee for Dog Breeder Permit

5. Each application shall be accompanied by a non-refundable application fee to be established by resolution of the Township Board. The Township Board may, from time to time, modify the established fee schedule.

Each breeding permit shall be valid for one year from the date of issuance, and may be renewed annually, before its expiration date. A separate permit must be obtained for each dog which is allowed to breed. A person who has been convicted of dog fighting, animal cruelty or neglect shall not be issued a dog breeder permit. A person who has been adjudicated as owning a dangerous dog pursuant to MCL 287.322 and MCL 287.323 shall not be issued a dog breeder permit.

## **Dog Breeder Permit Contents**

6. All breeding permits shall contain the following terms and conditions:

A. The owner of an unaltered female dog shall not allow the whelping of more than one litter in any household within the permit year. In the event that a permittee is forced to euthanize a litter of dogs, the whelping of one additional litter of dogs is allowed within the same permit year by the permittee;

B. No newborn dog may be sold, adopted, bartered, or otherwise transferred, whether for compensation or otherwise, until it has reached the age of at least eight weeks;

C. Any holder of a dog breeding permit who advertises to the public the availability of any dog for sale, adoption, or transfer, whether for compensation or otherwise, must prominently display the permit number in any such advertisement. Further, the breeding permit holder must provide the permit number to any person who purchases, adopts, or receives any dog from the permit holder and include the permit number on any receipt of sale or transfer document.

D. Any dog permit holder who sells or otherwise transfers a dog whether for compensation or otherwise to a township resident, shall provide to the new animal owner written information regarding the Township's dog license requirements.

## **Dog Breeder Permit Exemptions**

7. The following dogs are exempt from the breeding permit requirements:

A. Dogs documented as having been appropriately trained and actively used by law enforcement agencies for law enforcement and rescue activities.

B. A dog which is bred or used as a guide dog or leader dog for a blind person, a hearing dog for a deaf or audibly impaired person, or a service dog for a physically limited person, is exempt from the breed permit requirements as provided in MCL 287.291

## Sale, Adoption Or Other Transfers Of Dogs:

8. No person shall present any dog for sale, adoption, barter, exchange, or adoption, whether for compensation or otherwise, in any public place, without first obtaining a dog breeder permit. The term public place shall include, but not be limited to, streets, highways, sidewalks, parks, shopping centers, tent sales, and areas in front of commercial establishments. This prohibition shall not apply to:

A. Government agencies; non-profit animal rescue organizations exempt from taxation under Internal Revenue Code section 501(c)(3); or humane societies or societies for the prevention of cruelty to animals if such societies are incorporated as nonprofit organizations.

B. Permitted dog shows.

C. Permitted pet stores which sell or otherwise transfer dogs, whether for compensation or otherwise, within the store.

#### Penalty for Violation

Any person violating a provision of this ordinance is guilty of a misdemeanor punishable by not more than a \$500 fine and/or imprisonment for not more than 90 days.

### Severability

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 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 approval of the first reading of Proposed Ordinance No. 2011-418 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on June 21, 2011. The second reading is scheduled to be heard on July 19, 2011.

Karen Ö

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

#### CHARTER TOWNSHIP OF YPSILANTI MINUTES OF THE JUNE 29, 2011 SPECIAL MEETING MINUTES

#### PROPOSED

The special meeting was called to order by Supervisor Brenda Stumbo at approximately 8:30 a.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Members Present:	Supervisor Brenda L. Stumbo. Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge, Mike Martin and Scott Martin
Members Absent:	Trustee Jean Hall Currie
Legal Counsel:	Wm. Douglas Winters

1. Discuss the (proposed) mediation settlement regarding Washtenaw County Board of Commissioners lawsuit

A motion was made by Treasurer Doe, supported by Trustee Eldridge to go into Executive Session to discuss the (proposed) mediation settlement regarding Washtenaw County Board of Commissioners lawsuit. The motion carried as follows:

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

The Board returned to the meeting at approximately 9:09 a.m.

A motion was made by Trustee Eldridge, supported by Treasurer Doe to authorize the attorney proceed with the proposed WCBC lawsuit mediation settlement agreement as directed in closed session. The motion carried unanimously.

The meeting adjourned at approximately 9:10 a.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor Charter Township of Ypsilanti Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

# **EXECUTIVE SESSION MINUTES**

1. Minutes of the June 21, 2011 and June 29, 2011 Executive Sessions will be distributed at the meeting

## OFFICE OF THE TREASURER LARRY J. DOE



#### MONTHLY TREASURER'S REPORT MAY 1, 2011 THROUGH MAY 31, 2011

Account Name	Beginning Balance	Cash Receipts	Cash Disbursements	Ending Balance	
101 - General Fund	3,407,131.58	3,088,615.42	1131967.90	5,363,779.10	
101 - Payroll	85,338.86	796,470.29	797,969.68	83,839.47	
101 - Willow Run Escrow	141,241.48	11.61	0.00	141,253.09	
206 - Fire Department	2,121,315.02	4,366,455.48	728,956.02	5,758,814.48	
208 - Parks Fund	22,712.81	1.85	362.11	22,352.55	
211 - Bicycle Path	34,732.03	2.86	0.00	34,734.89	
212 - Roads/Bike Path/Rec/General Fund	620,543.74	1,372,527.00	3,700.00	1,989,370.74	
225 - Environmental Clean-up	443,305.47	36.44	0.00	443,341.91	
226 - Environmental Services	3,967,236.47	1,292,983.46	331,249.08	4,928,970.85	
230 - Recreation	153,938.17	45,175.44	67,976.41	131,137.20	
236 - 14-B District Court	112,436.10	87,373.95	86,888.96	112,921.09	
244 - Economic Development	67,024.63	5.51	0.00	67,030.14	
245 - Public Improvement	421,468.65	24.75	156,923.86	264,569.54	
248 - Rental Inspections	8,745.61	61,721.62	5,230.50	65,236.73	
249 - Building Department Fund	259,110.71	31,081.60	24,607.85	265,584.46	
250 - LDFA Tax	304.50	0.03	0.00	304.53	
252 - Hydro Station Fund	533,070.27	34,450.57	10,908.45	556,612.39	
266 - Law Enforcement Fund	182,090.21	6,622,622.79	503,791.25	6,300,921.75	
280 - State Grants	18,341.39	1.50	0.00	18,342.89	
283 - Neighborhood Stabilization	73,165.67	41,575.88	824.00	113,917.55	
<b>301 - General Obligation</b>	423,994.67	49.67	0.00	424,044.34	
396 - Series "A" Bond Payments	8,321.51	0.67	225.00	8,097.18	
397 - Series "B" Cap. Cost of Funds	4,129.92	0.33	0.00	4,130.25	
398 - LDFA 2006 Bonds	96,991.68	7.97	0.00	96,999.65	
498 - Capital Improvement 2006 Bond Fund	345,251.70	28.37	0.00	345,280.07	
584 - Green Oaks Golf Course	172,381.73	97,850.92	117,346.77	152,885.88	
590 - Compost Site	1,094,413.95	26,333.11	22,694.93	1,098,052.13	
595 - Motor Pool	412,021.87	33.07	23,421.40	388,633.54	
701 - General Tax Collection	99,308.84	23,294.86	50,862.95	71,740.75	
703 - Current Tax Collections	15,021,316.85	1,574,514.32	16,530,922.59	64,908.58	
707 - Bonds & Escrow/GreenTop	628,427.53	4,007.43	12,311.50	620,123.46	
708 - Fire Withholding Bonds	75,494.24	5.97	7,860.00	67,640.21	
893 - Nuisance Abatement Fund	99,865.28	59,214.80	26,026.88	133,053.20	
ABN AMRO Series "B" Debt Red. Cap.Int.	63,658.98	0.00	0.00	63,658.98	
Comerica Series B Bond	1,992.51	0.25	25.00	1,967.76	
GRAND TOTAL	31,220,824.63	19,626,479.79	20,643,053.09	30,204,251.33	

#### Check Register Report

Charter 1	ownship of	Ypsilanti			BANK:		Date: Time: Page:	06/27/2011 4:02 pm 2
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description		Amoun
Checks								
154725	06/27/2011	Printed		4414	ED MICHOWSKI	UMPIRE		46.00
154726	06/27/2011	Printed		15894	WILLIAM MICIK	UMPIRE		140.00
154727	06/27/2011	Printed		6708	MUSAR TRAINING FOUNDATION	COLLAPSE OPERATIONS TRAINING F		1,300.00
154728	06/27/2011	Printed		15195	MARK NELSON	MAGISTRATE FEES - JUNE 2011		1,875.00
154729	06/27/2011	Printed		8041	DON NEWSTED	UMPIRE		46.00
154730	06/27/2011	Printed		1937	OFFICE DEPOT	Copy Paper 8 1/2 x 11		1,814.45
154731	06/27/2011	Printed		2997	OFFICE EXPRESS	SUPPLIES		336.4
154732	06/27/2011	Printed		0309	ORCHARD, HILTZ & MCCLIMENT INC	PROFESSIONAL SERVICES		559.00
154733	06/27/2011	Printed		0913	PARKWAY SERVICES, INC.	RENTAL - FORD HERITAGE		90.00
154734	06/27/2011	Printed		0327	PINTER'S FLOWERLAND, INC.	MAINTENANCE SUPPLIES		99.80
154735	06/27/2011	Printed		6203	PITTSFIELD CHARTER TOWNSHIP	INSPECTIONS		2,730.00
154736	06/27/2011	Printed		0928	PROFESSIONAL TREE SERVICE	PROFESSIONAL TREE		200.00
154737	06/27/2011	Printed		9339	PROTO TOOL & GAGE INC	REPAIR DAMAGED TAILBOARD ON EN		297.50
154738	06/27/2011	Printed		6045	QPS PRINTING	SUPPLIES		708.04
154739	06/27/2011	Printed		16145	R.L. WHITE CONTSTRUCTION & DEV	REPL	ŀ	44,284.00
154740	06/27/2011	Printed		15386	RICOH AMERICAS CORPORATION	EQUIPMENT RENTAL		4.3
154741	06/27/2011	Printed		15552	BRIAN ROBERTS	UMPIRE		92.0
154742	06/27/2011	Printed		0634	SAM'S CLUB DIRECT	SUPPLIES		309.8
154743	06/27/2011	Printed		4951	MICHAEL SARANEN	REIMBURSEMNT - MAINT. SUPPLIES		204.8
154744	06/27/2011	Printed		15897	GARY STAFFORD	UMPIRE		85.0
154745	06/27/2011			6384	STAPLES* - ACCOUNT #1026071			133.74
154746	06/27/2011	Printed		1235	SURE-FIT LAUNDRY COMPANY			1,080.43
154747	06/27/2011	Printed		0449	SYSCO FOOD SERVICES OF DETROIT	PRO SHOP RESALE SNACK BAR		1,590.4
154748	06/27/2011	Printed		16146	TRANSCRIPTIONGEAR.COM	DIGITAL RECORDER		949.5
154749	06/27/2011	Printed		6523	UNIQUE 1 SERVICE	Ladder 14-1 emergency repair.		1,825.00
154750	06/27/2011	Printed		6426	USA PAPER & RIBBON, INC.	SUPPLIES		40.00
154751	06/27/2011	Printed		6627	VICTORY LANE	AUTO MAINTENANCE		174.80
154752	06/27/2011	Printed		0691	WASHTENAW-LIVINGSTON MEDICAL	Restock Medical First Responde		81.00
154753	06/27/2011	Printed		15934	WASTE MANAGEMENT	ACCT. #389-0054729-1389-5		402.13
154754	06/27/2011	Printed		0361	WESTERN WAYNE COUNTY	HIRT ASSESSMENT		6,205.0
154755	06/27/2011	Printed		0388	WESTLAND FIRE EXTINGUISHER INC	ANNUAL EXTINGUISHER TEST	-	87.00
154756	06/27/2011	Printed		0480	YPSILANTI COMMUNITY	ACCT. #2-044-523700-01		770.13
154757	06/27/2011	Printed		6417	YPSILANTI TWP PETTY CASH	REIMBURSE PETTY CASH		191.2

Total Payments: 80 Total Payments: 80 Accounts Parable Checks -

Hand Checks-Total-

Grand Total (excluding void checks):

Bank Total (excluding void checks):

137, 349.82

187,070.35

137,349.82

137,349.82

324,420.17

bartor 7	ownship of	Vacilant			BANK:		Date: Time: Page:	06/27/2011 4:02 pm 1
Check	Check	Status	Void/Stop	Vendor			Page.	
lumber	Date	010103	Date	Number	Vendor Name	Check Description		Amour
Checks								
154678	06/27/2011	Printed		16084	ABSOLUTE VENDING	PRO SHOP RESALE		870.0
154679	06/27/2011	Printed		8412	ACO HARDWARE	SUPPLIES		67.1
154680	06/27/2011	Printed		15515	AEROTROPOLIS	2011 DUES		25,000.0
154681	06/27/2011	Printed `		0049	DEVELOPMENT ALL SEASONS LANDSCAPING			115.4
54682	06/27/2011	Printed		16147	CO. ANN ARBOR AUDIO	Clean up of audio system wirin		500.0
54683	06/27/2011	Printed		0022	ANN ARBOR WELDING SUPPLY			170.0
54684	06/27/2011			6211	CO APOLLO FIRE APPARATUS	4" to 5" Storz adapters for su		816.8
					REPAIR			
54685	06/27/2011			0215	AUTO VALUE YPSILANTI	SUPPLIES		105.
54686	06/27/2011	Printed		3997	LISA BAIN	UMPIRE		92.0
54687	06/27/2011			15941	TODD J. BARBER	BUILDING INSPECTIONS		875.0
54688	06/27/2011			15847	CHRISTOPHER BLINSTRUB	UMPIRE		90.0
54689	06/27/2011			8160	MATT BLINSTRUB	UMPIRE		60.0
54690	06/27/2011			16093	DANIEL BUTLER	UMPIRE		90.0
54691	06/27/2011			8416	C. BARRON & SONS	FINANCE CHARGES FROM MARCH AND		100.4
154692	06/27/2011			3460	CDW GOVERNMENT INC	EQUIPMENT		41.
54693 54694	06/27/2011 06/27/2011	Printed Printed		0870 15452	CHARTER TOWNSHIP OF SUPERIOR COLD CUT KRUISE	UTILITES - GREE OAKS		67. 141.:
						SANDWICHES		
54695	06/27/2011			16221	ROBERT COMAN	REFUND - YOUTH BASEBALL		60.
54696	06/27/2011	Printed		1312		AUTO MAINTENANCE		33.
54697	06/27/2011	Printed		0582	CONGDON'S	SUPPLIES		192.
54698	06/27/2011	Printed		0223	CORRIGAN OIL COMPANY	REFILL DIESEL AND E-10 87 FUEL		7,592.
54699	06/27/2011	Printed		4706	ED'S GARAGE	REPAIRS		130.
54700	06/27/2011	Printed		2913	EMERGENCY VEHICLE SERVICES	BALL VALVE KITS, TO REPAIR LEA		447.
54701	06/27/2011	Printed		6951	EMERGENCY VEHICLES PLUS	GASKET BEARING FOR LADDER 14-1		121.
154702	06/27/2011	Printed		1200	FEDERAL EXPRESS CORPORATION	POSTAGE		32.
154703	06/27/2011	Printed		15421	FLEET SERVICES	GAS & OIL		3,475.
54704	06/27/2011	Printed		15034	FONDRIEST ENVIRONMENTAL, INC			95.
54705	06/27/2011			0073	GENE BUTMAN FORD	VEHICLE #34 REPAIR. SUPPLIES		2,203. 655.
54706	06/27/2011	Printed		0107	GRAINGER			005. 116.
54707	06/27/2011	Printed		11957	GRIFFIN PEST SOLUTIONS	INVOICES #804112 & #834331		
54708	06/27/2011	Printed		0158	MARK HAMILTON	ATTORNEY FEES - JULY 2011		1,500.
54709 54710	06/27/2011 06/27/2011	Printed Printed		16219 15884	MIKE HELISEK HEPPNER LANDSCAPE SERVICES	EDUCATION & TRAINING PROFESSIONAL SERVICES		625. 5,310.
54711	06/27/2011	Printed		6547	HERITAGE NEWSPAPERS	PUBLISHING		350.
54712	06/27/2011	Printed		0503	HOME DEPOT	SUPPLIES		668.
154713	06/27/2011	Printed		0473	HURON RIVER WATERSHED COUNCIL	MEMBERSHIP DUES		2,347.
154714	06/27/2011			6868	IMPERIAL HEADWEAR	PRO SHOP RESALE CAPS		136.
154715	06/27/2011	Printed		0391	KONICA MINOLTA - ALBIN	SUPPLIES		27.
154716	06/27/2011			6446	LEVEL 3 COMMUNICATIONS, LLC	TELEPHONE		662.
154717	06/27/2011			15491	LOMBARDO HOMES OF SE MICH	REFUND - BOND 7423 NATALIE DR.		1,000.
154718	06/27/2011	Printed		16222	HERMAN LOVE	REFUND - ROOM RENTAL		80.
54719	06/27/2011	Printed		6467	LOWES	SUPPLIES		128.
54720	06/27/2011			0253	MCLAIN AND WINTERS	LEGAL SERVICES - JUNE 2011	1	9,775.
154721	06/27/2011			16165	MICHIGAN ABILITY PARTNERS	MAP PROGRAM		1,351. 40
154722	06/27/2011			16220	MICHIGAN ASSESSOR MAGAZINE MICHIGAN GENERATOR	PUBLISHING		40. 160.
154723	06/27/2011			1489	MICHIGAN GENERATOR SERVICE	Repair two Honda Generators fo		
154724	06/27/2011	Printed		16148	MICHIGAN STATE POLICE	Submerged Vehicle Escape & Res		75.

harter T	Fownship of	Ypsilanti			BANK: HAND CHECKS		Date: Time: Page:	06/27/2011 4:04 pm 1
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description		Amour
HAND CH	HECKS Check	ks						
154625	06/17/2011	Printed		16196	CLEVELAND ANDERSON	JUROR COMPENSATION		14.0
154626	06/17/2011	Printed		16198	CHRISTOPHER BASS	JUROR COMPENSATION		14.0
154627	06/17/2011	Printed		16174	KAREN BERBEROGLU	JUROR COMPENSATION		14.0
154628	06/17/2011	Printed		16188	REBECCA BURGEN	JUROR COMPENSATION		14.0
154629	06/17/2011	Printed		16175	ROBERT COLLISON	JUROR COMPENSATION		14.0
154630	06/17/2011	Printed		16186	JEREMY DORNBOS	JUROR COMPENSATION		14.0
154631	06/17/2011	Printed		16180	JASON ENDICOTT	JUROR COMPENSATION		14.0
154632	06/17/2011	Printed		16183	WENDY ESTEY	JUROR COMPENSATION		14.0
154633	06/17/2011	Printed		16205	JAMIE FOX	JUROR COMPENSATION		14.0
154634	06/17/2011	Printed		16185	MICHAEL GRANT	JUROR COMPENSATION		14.0
154635	06/17/2011	Printed		16193	KAREN GREENE	JUROR COMPENSATION		14.0
154636	06/17/2011	Printed		16178	KEITH R. HAMILTON-KAKO	WSKI JUROR COMPENSATION		14.0
154637	06/17/2011	Printed		16194	MURVIN HARRIS	JUROR COMPENSATION		14.0
154638	06/17/2011	Printed		16192	HARLAN HATFIELD	JUROR COMPENSATION		14.0
154639	06/17/2011	Printed		16181	RENEE HAYWARD	JUROR COMPENSATION		14.0
54640	06/17/2011	Printed		16195	CHERYL KATCHMERIC	JUROR COMPENSATION		14.0
154641	06/17/2011	Printed		16199	STEPHEN LAMBERT	JUROR COMPENSATION		14.0
154642	06/17/2011	Printed		16187	MARIJA MASSEY	JUROR COMPENSATION		14.0
154643	06/17/2011	Printed		16189	CHARLES MCPHAIL	JUROR COMPENSATION		14.0
154644	06/17/2011	Printed		16190	SHERI MICHAEL	JUROR COMPENSATION		14.0
54645	06/17/2011	Printed		16177	JANET MILLARD	JUROR COMPENSATION		14.0
54646	06/17/2011	Printed		16179	MELODY MUNRO	JUROR COMPENSATION		14.0
54647	06/17/2011	Printed		16184	HAROLD PARKS	JUROR COMPENSATION		14.
54648	06/17/2011	Printed		16176	WILLIAM PIELEMEIER	JUROR COMPENSATION		14.
54649	06/17/2011	Printed		16191	KEVIN SCHUON	JUROR COMPENSATION		14.0
54650	06/17/2011	Printed		16203	DONNA SIMMONS	JUROR COMPENSATION		14.
54651	06/17/2011	Printed		16202	LANCE SPARKS	JUROR COMPENSATION		14.0
154652	06/17/2011	Printed		16197	AARON STARK	JUROR COMPENSATION		14.0
154653	06/17/2011	Printed		16182	WILLIAM TUCKER	JUROR COMPENSATION		14.0
154654	06/17/2011	Printed		16200	KYLE WADDELL	JUROR COMPENSATION		14.0
54655	06/17/2011	Printed		16204	JEFFERY WALTERS	JUROR COMPENSATION		14.0
154656	06/17/2011	Printed		16206	KRYSTINA WILLIAMSON	JUROR COMPENSATION		14.0
154657	06/17/2011	Printed		16201	TRACEY WILLIAMSON	JUROR COMPENSATION		14.0
154658	06/21/2011	Printed		6821	AT & T	ACCT. #734 482-6733 544 5		51.5
54659	06/21/2011	Printed		6821	AT & T	ACCT, #734 434-2020 090 1		45.
54660	06/21/2011	Printed		6821	AT & T	ACCT. #734 482-2386 398 5		80.
154661	06/21/2011	Printed		6821	AT & T	ACCT, #734 482-5720 807 3		187.
154662	06/21/2011	Printed		6821	AT & T	ACCT. #734 487-8104 411 3		276.
154663	06/21/2011	Printed		6821	AT & T	ACCT. #734 544-3800 862 3		235.8
154664	06/21/2011	Printed		6821	AT&T	ACCT. #734 544-4100 851 1		557.2
154665	06/21/2011	Printed		6821	AT&T	ACCT, #734 R01-6553 984 9		58.
154666	06/21/2011	Printed		6821	AT & T	ACCT. #734 R01-7562 363 3		814.
154667	06/21/2011	Printed		6821	AT & T	ACCT. #734 R21-0061 299 8		974.
154668	06/21/2011	Printed		6821	AT & T	ACCT. #734 R21-1069 765 8		608.
154669	06/21/2011	Printed		0363	COMCAST CABLE	ACCT. #09588 307929-01-7		68.
154670	06/21/2011	Printed		0363	COMCAST CABLE	ACCT, #09588 308476-01-7		38.
154670	06/21/2011	Printed		0363	COMCAST CABLE	ACCT. #09588 308476-01-7		358.
154672	06/21/2011	Printed		0363	COMCAST CABLE	ACCT. #09588 302000-01-0		74.
54673	06/21/2011	Printed		0119	DTE ENERGY**	STREETLIGHTS - MAY 2011		75,597.
54674	06/21/2011	Printed		0119	DTE ENERGY	GAS & ELECTRIC INVOICES		12,888.
54675	06/21/2011	Printed		0174	HONEYWELL	ENERGY IMPROVEMENT		92,892.
154675	06/21/2011	Printed		16207	ALETHA RUDDER	REFUND - ROOM RENTAL		80.
154677	06/22/2011	Printed		16143	POSTAL PRODUCTS	CURBSIDE COLLECTION BO	x	717.3
				Total C	UNLIMITED, INC hecks: 53 C	hecks Total (excluding void checks	):	187,070.
				Total Payr	nents: 53	Bank Total (excluding void checks	):	187,070.
				Total Payr	ments: 53	Grand Total (excluding vold checks	):	187,070.3

Charter 1	ownship of	Ypsilanti			BANK: HAND CHECKS			Date: Time: Page:	07/12/2011 2:57 pm 2
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name		Check Description		Amount
HAND CH	ECKS Checi	ks					-		
154813	07/05/2011	Printed		16223	JAMES SPENCER		JUROR COMPENSATION		14.00
154814	07/05/2011	Printed		16229	LAZETTE STITT		JUROR COMPENSATION		14.00
154815	07/05/2011	Printed		16236	KENNETH WILLIAMS		JUROR COMPENSATION		14.00
154816	07/11/2011	Printed		16241	GOODRICH CANTON CINE	MA	SUMMER CAMP FIELD TRIP		104.60
154817	07/12/2011	Printed		15884	HEPPNER LANDSCAPE SERVICES		PROFESSIONAL SERVICES		5,200.00
				Total CI	necks: 59 C	hecks	Total (excluding void checks):		2,044,373.25
				Total Payr	nents: 59	Bank	Total (excluding void checks):		2,044,373.25
				Total Payr	nents: 59	Grand	Total (excluding void checks):		2,044,373.25

Accounts Parable Checks 1,384,028.17

HAND Checks 2,044,373.25

Total

3,428,401.42

Charter '	Township of	Ypsilanti			BANK: HAND CHECKS		Date: Time: Page:	07/12/2011 2:57 pm 1
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description		Amount
HAND C	HECKS Chec	ks						
154758	06/28/2011	Printed		5455	THE HENRY FORD	SUMMER CAMP FIELD TRIP		232.00
154759	06/29/2011	Printed		15884	HEPPNER LANDSCAPE SERVICES	PROFESSIONAL SERVICES		9,596.00
154760	06/29/2011	Printed		1464	ANN ARBOR TRANSPORTATION AUTH.	A.A.T.A.CONTRACT		74,347.50
154761	06/29/2011	Printed		5049	BLUE CROSS BLUE SHIELD OF	HEALTH INSURANCE - JULY 2011		197,619.38
154762	06/29/2011	Printed		2002	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE - JULY 2011		5,148.45
154763	06/29/2011	Printed		6263	STANDARD INSURANCE COMPANY	LIFE & DISABILITY - JULY 2011		3,465.34
154764	06/29/2011	Printed		2600	STATE OF MICHIGAN	ESCHEATMENTS - A/P		463.24
154766	06/30/2011	Printed		0174	HONEYWELL	ENERGY IMPROVEMENT		111,600.00
154767	07/01/2011	Printed		6417	YPSILANTI TWP PETTY CASH	START UP \$\$ - TAX COLLECTION		300.00
154768	07/01/2011	Printed		15550	MATTA BLAIR, PLC	PROFESSIONAL SERVICES		1,466.36
154769	07/01/2011	Printed		15550	MATTA BLAIR, PLC	PROFESSIONAL SERVICES		183.40
154770	07/01/2011	Printed		15550	MATTA BLAIR, PLC	PROFESSIONAL SERVICES		3,591.36
154771	07/01/2011	Printed		15550	MATTA BLAIR, PLC	PROFESSIONAL SERVICES		33.90
154772	07/01/2011	Printed		15550	MATTA BLAIR, PLC	PROFESSIONAL SERVICES		648.04
154773	07/01/2011	Printed		0578	ROTO-ROOTER	VIDIO SEWER AT STATION 4		310.00
154774	07/05/2011	Printed		6006	MICHIGAN FIRE INSPECTORS	FIRE INSPECTOR 1 TESTING FOR C		570.00
154775	07/05/2011	Printed		6821	АТ & Т	ACCT. #734 480-9586 427 9		40.01
154776	07/05/2011	Printed		6821	AT & T	ACCT. #734 483-0584 132 0		34.03
154777	07/05/2011	Printed		6821	AT & T	ACCT. #734 483-0777 627 6		321.77
154778	07/05/2011	Printed		6821	AT & T	ACCT. #734 483-4224 435 5		167.08
154779	07/05/2011	Printed		6821	AT & T	ACCT. #734 483-9550 827 6		22.98
154780	07/05/2011	Printed		6821	AT & T	ACCT. #734 484-1536 689 4		70.38
154781	07/05/2011	Printed		6821	AT & T	ACCT. #734 484-3773 758 5		75.67
154782	07/05/2011	Printed		6821	AT & T	ACCT. #734 484-7323 055 2		77.88
154783	07/05/2011	Printed		6821	AT&T	ACCT. #734 484-7336 868 3		28.27
154784	07/05/2011	Printed		16231	RAPHAEL BARCLAY	JUROR COMPENSATION		14.00
154785	07/05/2011	Printed		13131	DAVID BENNETT	JUROR COMPENSATION		55.50
154786	07/05/2011	Printed		13135	CHRISTOPHER BILLMAN	JUROR COMPENSATION		14.00
154787	07/05/2011	Printed		16225	JESSICA BUNN	JUROR COMPENSATION		14.00
154788	07/05/2011	Printed		0363	COMCAST CABLE	ACCT. #09588 352887-01-2		74.95
154789	07/05/2011	Printed		0363	COMCAST CABLE	ACCT. #09588 290692-01-0		79.95
154790	07/05/2011	Printed		0363	COMCAST CABLE	ACCT. #09588 284370-01-0		81.21
154791	07/05/2011	Printed		16238	DEDRA DAPREMONT	JUROR COMPENSATION		14.00
154792	07/05/2011	Printed		16227	JOHN GIULIANO	JUROR COMPENSATION		14.00
154793	07/05/2011	Printed		16226	WHITNEY HALL	JUROR COMPENSATION		14.00
154794	07/05/2011	Printed		16233	DEBORAH HARTSOE	JUROR COMPENSATION		14.00
154795	07/05/2011	Printed		16237	CHARLENE HAWKINS	JUROR COMPENSATION		55.50
154796	07/05/2011	Printed		16235	SHANTESE JACKSON	JUROR COMPENSATION		14.00
154797	07/05/2011	Printed		16239	AMY JESSEE	JUROR COMPENSATION		14.00
154798	07/05/2011	Printed		16228	ADRIAN LEEK	JUROR COMPENSATION		14.00
154799 154800	07/05/2011 07/05/2011	Printed Printed		16232 1057	DAVID LIRETTE MERS	JUROR COMPENSATION OPEB 2011 FUNDING		14.00 824,297.00
154801	07/05/2011	Printed		13127	LINDA MOORE	CONTRIBUTION JUROR COMPENSATION		14.00
154801		Printed		16230	NANCY MURPHY	JUROR COMPENSATION		55.50
154802	07/05/2011 07/05/2011	Printed		16230	TINA MARIE NEELY	JUROR COMPENSATION		14.00
154803	07/05/2011	Printed		16240	LYDIA NEWTON	JUROR COMPENSATION		14.00
154804	07/05/2011	Printed		13133	DENISE NICHOLS	JUROR COMPENSATION		55.50
154805	07/05/2011	Printed		16224	JASON POWELL	JUROR COMPENSATION		55.50
154807	07/05/2011	Printed		13132	TRAVIS POWELL	JUROR COMPENSATION		55.50
154808	07/05/2011	Printed		15610	PRIME OBLIGATION FUND	OPEB 2011 FUNDING CONTRIBUTION		803,454.00
154809	07/05/2011	Printed		16234	BOWU REED	JUROR COMPENSATION		14.00
154810	07/05/2011	Printed		13130	LAMARR REED	JUROR COMPENSATION		14.00
154811	07/05/2011	Printed		13134	KEITH SCOTT	JUROR COMPENSATION		14.00
154812	07/05/2011	Printed		13128	ARLENE SHOCK	JUROR COMPENSATION		55.50

Charter T	ownship of	Ypsilanti			BANK:		Date: Time: Page:	07/12/2011 2:51 pm 1
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Ŭ	Amount
Checks								
154818	07/12/2011	Printed		16084	ABSOLUTE VENDING	PRO SHOP RESALE		1.120.50
154819	07/12/2011	Printed		8412	ACO HARDWARE	SUPPLIES		36.18
154820	07/12/2011	Printed		0049	ALL SEASONS LANDSCAPING	SUPPLIES		36.24
154821	07/12/2011	Printed		0017	ANN ARBOR CLEANING SUPPLY	SUPPLIES		259.09
154822	07/12/2011	Printed		15559	ANN ARBOR.COM	PUBLISHING		131.40
154823	07/12/2011	Printed		0909	AT & T*	ACCT. #053 294-5218 001		33.60
154824	07/12/2011	Printed		6397	BARR ENGINEERING COMPANY			1,758.36
154825	07/12/2011	Printed		15847	CHRISTOPHER BLINSTRUB	UMPIRE		81.00
154826	07/12/2011	Printed		8160	MATT BLINSTRUB	UMPIRE		81.00
154827	07/12/2011	Printed		16093	DANIEL BUTLER	UMPIRE		40.00
154828	07/12/2011	Printed		3460	CDW GOVERNMENT INC	EQUIPMENT		79.51
154829	07/12/2011	Printed		6015	CENTRON DATA SERVICES	2011 SUMMER TAX BILLS		1,100.75
154830	07/12/2011	Printed		15891	CHRISTIAN CHAMBERS	UMPIRE		20.00
154831	07/12/2011	Printed		2930	CITIMORTGAGE, INC.	GOLF CART LEASE - AUGUST 2011		6,038.46
154832	07/12/2011	Printed		0825	CITY OF YPSILANTI	ROYALTIES DUE		27,954.56
154833	07/12/2011	Printed		15370	CLEVELAND GOLF SRIXON	PRO SHOP RESALE GOLF CLUBS		373.80
154834	07/12/2011	Printed		15452	COLD CUT KRUISE	PRO SHOP RESALE SNACK BAR/SAND		303.80 450.00
154835 154836	07/12/2011	Printed Printed		6947 0582	CONFERENCE OF WESTERN WAYNE CONGDON'S	PROFESSIONAL SERVICES		450.00
154837	07/12/2011	Printed		0223	CORRIGAN OIL COMPANY	RESUPPLY FUREL TANKS AT		4,574.71
154838	07/12/2011	Printed		16149	CVC-MEDICAL , INC.	5 Year Hydrostatic test of SCB		400.00
154839	07/12/2011	Printed		15066	FIRE STORE	CREDIT MEMO		68.98
154840	07/12/2011	Printed		16094	FITZPATRICK STRUCTURAL	PROFESSIONAL SERVICES		800.00
154841	07/12/2011	Printed		15034	FONDRIEST ENVIRONMENTAL,	ANNUAL FEE TO HOST WATER QUALI		950.00
154842	07/12/2011	Printed		0470	FOOTJOY	PRO SHOP RESALE		55.30
154843	07/12/2011	Printed		1990	ANNETTE GONTARSKI	MILEAGE REIMBURSEMENT		82.21
154844	07/12/2011	Printed		6161	GOVERNMENTAL CONSULTANT	PROFESSIONAL SERVICES		2,850.00
154845	07/12/2011	Printed		0107	GRAINGER	SUPPLIES		97.24
154846	07/12/2011	Printed		0070	GREAT LAKES TELECOM, INC.	TELEPHONE		189.75
154847	07/12/2011	Printed		0426	GUARDIAN ALARM	BILLING: 1775 E. CLARK		235.00
154848	07/12/2011	Printed		0426	GUARDIAN ALARM	BILLING: 7200 S. HURON RIVER		305.19
154849	07/12/2011	Printed		0158	MARK HAMILTON	ATTORNEY FEES - JULY 2011		1,500.00
154850	07/12/2011	Printed		15884	HEPPNER LANDSCAPE SERVICES	MOWING OF TWP. PROPERTIES		9,596.00
154851	07/12/2011	Printed		0503	HOME DEPOT	SUPPLIES		66.56
154852	07/12/2011	Printed		6147		REPLACEMENT "SERVER" FOR HYDRO		1,418.11 15,313.00
154853 154854	07/12/2011	Printed Printed		0473 15167	HURON RIVER WATERSHED COUNCIL HURON VALLEY CABLING	PROFESSIONAL SERVICES		627.50
154855	07/12/2011			0391	KONICA MINOLTA - ALBIN	EQUIPMENT RENTAL		72.49
		Printed		0519	LEISURE PURSUITS, INC.	AMUSEMENT PARK TICKETS		1,693.50
154856 154857	07/12/2011 07/12/2011	Printed		16155	ASHLEY LORE	REFEREE		20.00
				16155 6467	LOWES	SUPPLIES		88.37
154858	07/12/2011	Printed				PROFESSIONAL SERVICES		4.347.20
154859	07/12/2011	Printed		15550	MATTA BLAIR, PLC			4,347.20 49.50
154860	07/12/2011	Printed		15550	MATTA BLAIR, PLC	PROFESSIONALS SERVICES		49.50
154861	07/12/2011	Printed		5341	DIANA MCKENZIE	REFUND - BODY BLAST CAM		
154862 154863	07/12/2011 07/12/2011	Printed Printed		0253 7174	MCLAIN AND WINTERS MICHIGAN STATE DEPARTMENT OF	LEGAL SERVICES - JUNE 201 2010 PYMT IN LIEU OF TAXES		97,122.16 33,029.08
154864	07/12/2011	Printed		6517	MICHIGAN TOURNAMENT	MAINTENANCE AGREEMENT AUG.	-	825.00
154865	07/12/2011	Printed		4414	ED MICHOWSKI	UMPIRE		46.00
154866	07/12/2011	Printed		15894	WILLIAM MICIK	UMPIRE		70.00
154867	07/12/2011			0172	MICRO SOURCE INC.	SERVER MEMORY UPGRADES, DIONE,		2,847.97

Charter 1	Township of	Ypsilanti			BANK:		Date: Time: Page:	07/12/2011 2:51 pm 2
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description		Amoun
Checks						· · · · · · · · · · · · · · · · · · ·		
154868	07/12/2011	Printed		2559	MIDWEST GAS INSTRUMENT SERVICE	UTILIZED FOR CONFINED SPACE EN		630.00
154869	07/12/2011	Printed		15195	MARK NELSON	MAGISTRATE FEES - AUG.		1.875.00
154870	07/12/2011	Printed		8041	DON NEWSTED	UMPIRE		46.00
154871	07/12/2011	Printed		1937	OFFICE DEPOT	replenish supply of color pape		82.08
154872	07/12/2011	Printed		2997	OFFICE EXPRESS	SUPPLIES		198.85
154873	07/12/2011	Printed		6893	OFFICE MAX* #434705	SUPPLIES		29.99
154874	07/12/2011	Printed		0913	PARKWAY SERVICES, INC.	RENTAL - FORD HERITAGE		232.00
154875	07/12/2011	Printed		0327	PINTER'S FLOWERLAND, INC	C. MAINTENANCE SUPPLIES		140.70
154876	07/12/2011	Printed		15552	BRIAN ROBERTS	UMPIRE		46.00
154877	07/12/2011	Printed		15772	S & S PARTS	SCREENER		1,656.23
154878	07/12/2011	Printed		3973	S & S WORLDWIDE CRAFTS	SUMMER CAMP SUPPLIES		322.21
154879	07/12/2011	Printed		0634	SAM'S CLUB DIRECT	SUPPLIES		208.20
154880	07/12/2011	Printed		6288	SIGNS BY TOMORROW	SIGNS		160.00
154881	07/12/2011	Printed		5833	MARQUITA L. SLATER	REFUND - BODY BLAST CAM		144.00
154882	07/12/2011	Printed		6757	SMETKA HEATING & COOLIN	UNIT A	;	874.50
154883	07/12/2011	Printed		1507	SPARTAN DISTRIBUTORS	REPAIR PARTS		1,645.01
154884	07/12/2011	Printed		6188	ST. CLAIR COUNTY	NFPA Plans Examiner school fo	r	620.00
154885	07/12/2011	Printed		15897	GARY STAFFORD	UMPIRE		35.00
154886	07/12/2011	Printed		3212	STANLEY CONVERGENT SECURITY	MONITORING & MAINTENANCE		1,593.54
154887 154888	07/12/2011	Printed Printed		6384	STAPLES* - ACCOUNT #1026			69.99 90.00
154889	07/12/2011 07/12/2011	Printed		0294 6166	STATE OF MICHIGAN*# STAUDER, BARCH & ASSOC. INC.	CERTIFICATION RENEWAL , PROFESSIONAL SERVICES		100.00
154890	07/12/2011	Printed		1235	SURE-FIT LAUNDRY COMPA	NY LAUNDRY - FIRE DEPT.		1,662.82
154891	07/12/2011	Printed		0449	SYSCO FOOD SERVICES OF DETROIT	PRO SHOP RESALE SNACK BAR		2,210.49
154892	07/12/2011	Printed		15175	T.E.A.M.	EMPLOYEE ASSISTANCE PROGRAM		856.80
154893	07/12/2011	Printed		1227	TARGET INFORMATION	SUPPLIES		397.11
154894	07/12/2011	Printed		16087	THE FIRE STORE.COM	3 NEW HELMETS FOR NEW MEMBERS		720.96
154895	07/12/2011	Printed		0468	TITLEIST	PRO SHOP RESALE		56.81
154896	07/12/2011	Printed		6376	TRACTOR SUPPLY COMPAN			134.95
154897	07/12/2011			1637	TURF GRASS INC.	CHEMICALS		1,811.35
154898	07/12/2011	Printed		3082	UNIVERSITY TRANSLATORS	TRANSLATOR SERVICE		199.78
154899	07/12/2011	Printed		1475	VERIZON WIRELESS	ACCT. #585505481-00001		258.76
154900 154901	07/12/2011	Printed		7035	WASHTENAW COMMUNITY COLLEGE#	2010 PYMT IN LIEU OF TAXES	•	3,018.43 446,147.34
154901	07/12/2011	Printed Printed		0895 0895	WASHTENAW COUNTY WASHTENAW COUNTY	SHERIFF PATROL MTT/STC INVOICES		300,334.15
154902	07/12/2011	Printed		0163	WASHTENAW COUNTY ROA	D HIGHWAY & ROAD		373,251.14
154904	07/12/2011	Printed		7005	WASHTENAW COUNTY TREASURER	CONSTRUCTION 2010 PYMT IN LIEU OF TAXES	;	. 4,704.87
154905	07/12/2011	Printed		7037	WASHTENAW ISD	2010 PYMT IN LIEU OF TAXES	;	3,255.03
154906	07/12/2011	Printed		15934	WASTE MANAGEMENT	ACCT. #389-0054729-1389-5		953.89
154907	07/12/2011	Printed		7036	WILLOW RUN SCHOOL DISTRICT	2010 PYMT IN LIEU OF TAXES	;	8,435.48
154908	07/12/2011	Printed		4263	WOLVERINE FREIGHTLINER	SUPPLIES		144.41
154909	07/12/2011	Printed		0480	YPSILANTI COMMUNITY	ACCT. #2-087-560650-01		3,069.54
154910	07/12/2011			7034	YPSILANTI DISTRICT LIBRAF		6	1,766.86
154911	07/12/2011	Printed		0729	ZEP MANUFACTURING COMPANY	SUPPLIES		351.76
				Total C	hecks: 94 Che	cks Total (excluding void checks)		1,384,028.17
				Total Pay	nents: 94 B	ank Total (excluding void checks)	:	1,384,028.17
				Total Pay	nents: 94 Gr	and Total (excluding void checks)		1,384,028.17

## SUPERVISOR REPORT

A. SUPERVISOR STUMBO WILL REPORT ON MEETINGS ATTENDED BY OFFICIALS AND STAFF

## **CLERK REPORT**

Submitted by Karen Lovejoy Roe, Clerk

- **AFSCME LEADERSHIP MEETING** on June 20, 2011 with Human Resources and three fulltime election officials to discuss labor issues and to continue to strengthen communications.
- WASHTENAW COUNTY BOARD OF COMMISSIONORS vs. YPSILANTI TOWNSHIP FACILITATION occurred on June 22, 2011. Worked all day reaching a tentative proposal for settlement of 2006 lawsuit. Both sides agreed to present proposal to respective boards.
- MICHIGAN STATE POLICE POST SITE VISIT on June 23, 2011 to begin exploration for use of this site by Ypsilanti Township as a possible police services building. Site visit included three full time officials and all management staff from Office of Community Standards Department and State of Michigan officials along with Kirk Profit.
- **FINANCIAL MEETING TO REVIEW 2010 AUDIT** with Alan Panter, CPA and Ypsilanti Township auditor, Jovanna Neal, Accounting Director and three fulltime officials took place on June 27, 2011. Draft of 2010 Audit was presented and discussed in preparation of presenting audit to the township board and to the state.
- **DEPARTMENT OF JUSTICE-CRS MEETING** on June 29, 2011 with Sheriff Clayton and Washtenaw County Sheriff's Department Staff together with three full time election officials and Attorney Winters to discuss how to work collaboratively with diverse populations for the benefit of the community.
- **CAPITAL IMPROVEMENT PLAN DISCUSSION MEETING** on June 30, 2011 with Staff Jeff Allen and Joe Lawson, Treasurer Larry Doe and Clerk Lovejoy Roe to generate a list of roads to be included in the Washtenaw County Road Commission Capital Improvement Plan for 2012 2016.
- GENERAL MOTORS PLANT VISIT AND MEETING WITH RACER LEAD TEAM-Revitalizing Auto Communities Environmental Response Trust. Plant tour and site visit with RACER Team was attended by all Office of Community Standards management staff and three fulltime elected officials along with Attorney McClain.
- SPECIAL YPSILANTI TOWNSHIP BOARD MEETING July 13, 2011 special board meeting was conducted for WCBOC vs. Ypsilanti Township settlement proposal and joint local agreement with YCUA for maintenance services. \
- **SUPPORT FOR TREASURER'S OFFICE** July 7, 2011 Clerk's office covered Treasurer's office while staff was in training for new BS&A software.
- **PASSPORTS** Clerk's staff have been extremely busy with passport processing during the month.
- **BUDGET PREPARATION** Work was completed on 2012 Clerk's office budget and presented to Supervisor on Monday, July 11, 2011.

• **BUDGET PREPARATION** – Work was completed on 2012 Clerk's office budget and presented to Supervisor on Monday, July 11, 2011.

# **TREASURER REPORT**

THERE IS NO WRITTEN TREASURER REPORT

# **TRUSTEE REPORT**

THERE IS NO WRITTEN TRUSTEE REPORT

## McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

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

DENNIS O. McLAIN WM. DOUGLAS WINTERS ANGELA B. KING FAX (734) 481-8909 E-MAIL: mcwinlaw@gmail.com

July 18, 2011

Brenda L. Stumbo, Supervisor Karen Lovejoy Roe, Clerk Larry J. Doe, Treasurer Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197

Re: Fire Incident Date: June 19, 2011

Location: 221 Taft, Ypsilanti Township, Washtenaw County

Claim No. 15-2235-11

Policy No. 4358556500

Your Insured: Anthony Roberson

1. Receipt of FIR (dated June 19, 2011) Along with 80 photographs from Building Director Ron Fulton; Request for Two Disks of the 80 Photographs

2. Telephone Conversation with Auto-Owners Claim Adjuster Jennifer Mink Regarding Status of Fire Investigation by Insurer

3. Request for Board Authorization to Initiate Litigation Against Responsible Parties if Necessary on Tuesday, July 19, 2011, Under Attorney's Report Township Board Re: 221 Taft July 18, 2011 Page 2

**Dear Board Members:** 

Pursuant to a telephone conversation with Building Director Ron Fulton over the weekend, please find enclosed a copy of the *Fire Incident Report (FIR)* regarding a fire that occurred at 221 Taft St. back on *June 19, 2011*. This fire resulted in a total loss of this residential structure and will need to be demolished. Therein lies the problem. While this structure was insured by Auto-Owners Insurance, there currently is an ongoing investigation regarding the cause and origin of the fire by both the Washtenaw County Sheriff's Dept. and the insurer.

Earlier today I had a telephone conversation with claims adjuster Jennifer Mink who confirmed that this case had been turned over to outside counsel who had scheduled the insured to undergo what is referred to as an *Examination Under Oath* (EUO). While I am not sure as to when this examination is scheduled, adjuster Mink is of the opinion that it will be some time for this matter will be resolved between Auto-Owners and the insured.

Further complicating this case is the fact that at the time of the fire, the house was in foreclosure. According to adjuster Mink, her office has been receiving numerous telephone calls from representatives of Wells Fargo who may very well be the servicing financial institution on behalf of either Freddie Mac or Fannie Mae. If it turns out that Auto-Owners is not legally responsible for this fire, the Township will have no choice but to file suit against all responsible parties who have a legal interest in this property, including Wells Fargo and/or Freddie Mac/Fannie Mae. Enclosed for your files is a copy of my letter addressed to adjuster Mink requesting that she keep our office apprised as to the outcome of both the EUO and to provide any contact information she may have regarding who is in charge of this file on behalf of Wells Fargo. As soon as I receive a response from her I will apprise your offices accordingly.

However, for all of the reasons set forth above, it would be my recommendation for the Township Board to authorize our office to take legal action against all parties who may have a legal interest in this property (if deemed necessary) so as to protect the health, safety and welfare of all persons who reside on Taft St. As you may recollect, there was a fire that occurred also on Taft St. four or five Township Board Re: 221 Taft July 18, 2011 Page 3

years ago that took an inordinate period of time for the property to be demolished. Hopefully, this will not occur to the good persons who reside on this street and who deserve much better.

In closing, this will also confirm my request of Fire Chief Copeland that his office transfer the 80 photographs onto two CDs so I can have one for our file and forward the other to claims adjuster Mink.

Once you have had an opportunity to review this correspondence and attachments if you have any questions or I can be of further assistance, please contact me.

Very truly yours,

Wm. Doufor Wites

Wm. Douglas Winters

rsk/enclosures cc: Trustees Mike Radzik Ron Fulton Joe Lawson Eric Copeland, Fire Chief Vic Chevrette, Acting Fire Marshal Dennis O. McLain

A MM DD 08114 MI 06 19 FDID * State * Incident Date *	YYYY Delete Delete Station Incident Number * Exposure * No Activity			
B Location*	dicate that the address for this incident is provided on the Wildland Fire Census Tract			
X Street address Intersection In front of Rear of Adjacent to Directiong	psilanti   <u>MI</u>  48198 -			
C Incident Type *	E1 Date & Times Midnight is 0000 E2 Shift & Alarms			
111 Building fire	Check boxes if dates are the Month Day Year Hr Min Sec			
D Aid Given or Received *	same as Alarm ALARM always required 2011 03:05:23 Alarm * 06 19 2011 03:05:23 Shift or Alarms District			
1 Mutual aid received 08113 MI	ARRIVAL required, unless canceled or did not arrive			
2     Automatic aid received       3     Mutual aid given       4     Automatic aid given       5     Other aid given       N     None	X       Arrival *       06       19       2011       03:10:24       E3         CONTROLLED Optional, Except for wildland fires         X       Controlled       06       19       2011       03:40:00       Local Option         LAST UNIT CLEARED, required except for wildland fires       Last Unit       Special       Special       Special         X       Cleared       06       19       2011       06:05:19       Special       Special			
F Actions Taken *	G1 Resources * G2 Estimated Dollar Losses & Values			
I1       Extinguishment by fire set         Primary Action Taken (1)         Additional Action Taken (2)         Additional Action Taken (3)	Image: Section if an Apparatus or personnel form is used.       LOSSES: Required for all fires if known. Optional for non fires.         rvice personnel Apparatus Personnel       Personnel         Suppression       0005       0010         EMS			
Completed Modules H1*Casualties				
X Fire-2       Deaths Inf         X Structure-3       Fire         Civil Fire Cas4       Fire         Fire Serv. Cas5       Civilian         EMS-6       H2 Detector         Wildland Fire-8       1 Detector alerted oc         Apparatus-9       2 K Detector did not ale         Personnel-10       U UNknown	1       Natural Gas: slow leak, no evauation or HazMat actions       10       Assembly use         2       Propane gas: <21 lb. tank (as in home BBQ grill)       33       Medical use         3       Gasoline: vehicle fuel tank or portable container       40       Residential use         4       Kerosene: fuel burning equipment or portable storage       53       Enclosed mall         5       Diesel fuel/fuel oil:vehicle fuel tank or portable       58       Bus. & Residential         6       Household solvents: home/office spill, cleanup only       59       Office use         7       Motor oil: from engine or portable container       60       Industrial use			
J Property Use* Structures	341 Clinic, clinic type infirmary 539 Household goods, sales, repairs			
<pre>131 Church, place of worship 161 Restaurant or cafeteria 162 Bar/Tavern or nightclub 213 Elementary school or kindergarten 215 High school or junior high 241 College, adult education 311 Care facility for the aged</pre>	449 Commercial hotel or motel 700 Manufacturing plant 459 Residential, board and care 819 Livestock/poultry storage(barn)			
331 Hospital	464 Dormitory/barracks       882 Non-residential parking garage         519 Food and beverage sales       891 Warehouse			
Outside 124 Playground or park 655 Crops or orchard 669 Forest (timberland) 807 Outdoor storage area 919 Dump or sanitary landfill 021 Oren land or field	936       Vacant lot       981       Construction site         938       Graded/care for plot of land       984       Industrial plant yard         946       Lake, river, stream       Jookup and enter a Property Use code only if you have NOT checked a Property Use box:         960       Other street       Property Use       419         961       Highway/divided highway       1 or 2 family dwelling			
931 Open land or field	962 Residential street/driveway I of 2 family dwelling			

K1 Person/Entit	ty Involved Business name (if applicable) Area Code Phone Number
Check This Box if same address as incident location. Then skip the three duplicate address lines.	MS       Asia       Image: Dumas       Image: Dumas       Image: Dumas         Mr.,Ms., Mrs.       First Name       MI       Last Name       Suffix         221       Image: Dumas       Image: Dumas       Image: Dumas       Image: Dumas       Image: Dumas         Number       Image: Dumas
	person involved?
	ick this box and skip of this section.     Image: Control of the section is a section in the section in the section is a section in the section in the section is a section in the section in the section is a section in the section in the section is a section in the section in the section is a section in the section in the section is a section in the section in the section in the section is a section in the section in the section is a section in the section in the section in the section is a section in the section in the section is a section in the section in the section in the section is a section in the section is a section in the s
Check this box if same address as incident location. Then skip the three duplicate address lines.	MR       Anthony       Image: Roberson       Suffix         Mr.,Ms., Mrs.       First Name       MI       Last Name       Suffix         221       Image: Roberson       Image: Roberson       Image: Roberson       Image: Roberson       Suffix         Number       Image: Roberson       Image: Roberson       Image: Roberson       Image: Roberson       Image: Roberson       Image: Roberson       Suffix         Number       Image: Roberson       Image:
L Remarks	
06/20/11 14:06:3	1 dcresci
listed address w responding units E14-3 was first to arr requested a full At 031522 14-C2 Initial fire att front door. When entry was made if Water supply was suppression action was clear. Later Fire was brought from PTFD were to by DTE and Mich 6 children. Tota 14-C2 command at 06055	ions received a report of a structure fire at with the possibility of people trapped inside. Dispatch updated all a it was receiving multiple calls with smoke and flames visible. Five and gave the size up of a single family home fully involved. 14-C2 . calback, the Fire Marshall and Ypsi City F.D. for R.I.T. prior to arrival. took Taft command and requested additional manpower from Pittsfield F.D eack was performed by the crew of E14-3 via 1 3/4 inch attack line at the a all YTFD units were present a second 1 3/4 inch line was stretched and not the home, one line on the main floor the other to the second story. a also established utilizing a hydrant in front of 242 Taft. While fire evities continued, primary and secondary searches were accomplished and all call residents were accounted for, no one home at time of onset. under control by YTFD personel in approx. 30 minutes from arrival. Crews used for overhaul and YFD remained on scene for R.I.T. Utilities were secured Con at 034652. Red Cross was notified at 043544 for housing of 2 adults and all construction was also contacted for board up. cerminated 88 with all units returning, with exception of the Fire Marshall who remained estigate ( he will supplement this report with his findings).
L Authorization	
503 Officer in charg	e ID Signature Crescio, David CP Dosition or rank Assignment Month Day Year
Check Box if X 503 same as Officer Member making ra in charge.	port ID Signature Crescio, David CP   06 20 2011

08114

\*

06/20/11 14:06:31 dcresci

MI

State \*

MM

DD

6 | 19 | |

Incident Date \*

YYYY

2011

All stations received a report of a structure fire at listed address with the possibility of people trapped inside. Dispatch updated all responding units it was receiving multiple calls with smoke and flames visible.

01

Station

<u>11-000</u>1869

Incident Number ★

000

Exposure ★

E14-3 was first to arrive and gave the size up of a single family home fully involved. 14-C2 requested a full calback, the Fire Marshall and Ypsi City F.D. for R.I.T. prior to arrival. At 031522 14-C2 took Taft command and requested additional manpower from Pittsfield F.D..

Initial fire attack was performed by the crew of E14-3 via 1 3/4 inch attack line at the front door. When all YTFD units were present a second 1 3/4 inch line was stretched and entry was made into the home, one line on the main floor the other to the second story. Water supply was also established utilizing a hydrant in front of 242 Taft. While fire suppression activities continued, primary and secondary searches were accomplished and all was clear. Later all residents were accounted for, no one home at time of onset.

Fire was brought under control by YTFD personel in approx. 30 minutes from arrival. Crews from PTFD were used for overhaul and YFD remained on scene for R.I.T. Utilities were secured by DTE and Mich Con at 034652. Red Cross was notified at 043544 for housing of 2 adults and 6 children. Total construction was also contacted for board up.

14-C2 terminated command at 060558 with all units returning, with exception of the Fire Marshall who remained on scene to investigate ( he will supplement this report with his findings).

A MM DD 08114 MI 06 19 1 FDID * State * Incident Date *	YYYY         2011         01         11-0001869         00           Station         Incident Number ★         Exposu	Delete Delete Change MFIRS -2 Fire
B Property Details B1 0001 Not Residential Estimated Number of residential living building of origin whether or not all a became involved	units in On-site material (1)	e if there were any significant of commercial, industrial, energy or tural products or materials on the y, whether or not they became involved Bulk storage or warehousing Processing or manufacturing Packaged goods for sale Repair or service
B2 001 Buildings not in Number of buildings involved	volved Dn-site material (2) 2	Bulk storage or warehousing Processing or manufacturing Packaged goods for sale Repair or service
B3 Acres burned (outside fires) Less than one ac	2 0n-site material (3) 3	Bulk storage or warehousing Processing or manufacturing Packaged goods for sale Repair or service
D Ignition	E1 Cause of Ignition	E <sub>3</sub> Human Factors Contributing To Ignition Check all applicable boxes
D1 <u>14</u> <u>Common room, den, fami</u> Area of fire origin * D2 <u>UU</u> <u>Undetermined</u> Heat source *	Ly room, Intertional 2 Unintentional 3 Failure of equipment or heat source 4 Act of nature 5 X Cause under investigation U Cause undetermined after investigation	1       Asleep       None         2       Possibly impaired by alcohol or drugs         3       Unattended person         4       Possibly mental disabled         5       Physically Disabled
D3 UU   Undetermined Item first ignited * 1 Check Box if fire spr was confined to object of origin D4	E2 Factors Contributing To Ignition	
first ignited Ignited code is 00 or 0</td <td>Factor Contributing To Ignition (2)</td> <td>1 Male 2 Female</td>	Factor Contributing To Ignition (2)	1 Male 2 Female
F1       Equipment Involved In Ignition         None If Equipment was not involved, Skip         Section G	to Equipment Power Source F3 Equipment Portability C Stationary Portable equipment normally can be moved by one person, is designed to be use in multiple locations, and requires no tools to install.	Suppression Factors
H1 Mobile Property Involved None 1 Not involved in ignition, but burned 2 Involved in ignition, but did not burn 3 Involved in ignition and burned Moblie property model License Plate Number State	2 Mobile Property Type & Make	cal Use Pre-Fire Plan Available Some of the information presented in this report may be based upon reports from other Agencies Arson report attached Police report attached Coroner report attached Other reports attached
		NFIRS-2 Revision 01/19/99

I1 Structure Type *	I <sub>2</sub> Building	Status * I <sub>3</sub>	Building *	I4 Main Floor Size* NFIRS-3
portable/mobile structure complete the rest of this form			Height he ROOF as part	Structure Fire
1 X Enclosed Building	1 Under constru	of the l	highest story	
2 Portable/mobile structure	2 X Occupied & op	perating		
3 Open structure	3 Idle, not rot		002	, 001, ,600
4 Air supported structure	4 Under major :	at o	l number of stories r above grade	Total square feet
5 Tent	5 Vacant and se			OR
6 Open platform (e.g. piers)	6 Vacant and un 7 Being demolis		001	·
7 Underground structure(work areas)	0 Other	1000	l number of stories w grade	      ,  080 BY   ,  020
8 Connective structure (e.g. fences)	U Undetermined			Lenght in feet Width in feet
0 Other type of structure	_			
J <sub>1 Fire Origin *</sub> J	3 Number	of Stories	K Mat	erial Contributing Most
	-	d By Flame		Flame Spread
001	Count the ROOF as par	rt of the highest st	- Cileor	t if no flame spread <b>Skip To</b>
Story of fire origin	Number of stor (1 to 24% flam	ies w/ minor damage e damage)		able to determine Section L
J <sub>2</sub> Fire Spread *		1	<b>K</b> 1	
1 Confined to object of origin	Number of stor (25 to 49% fla	ies w/ significant dama me damage)	ige Item	contributing most to flame spread
2 Confined to room of origin	Number of stor	ies w/ heavy damage	Ve	
3 Confined to floor of origin	(50 to 74% flam		K2	
4 X Confined to building of origin	, Number of stor	ies w/ extreme damage		of material contributing Required only if ite contributing code is 00 or<70
5 Beyond building of origin	002 (75 to 100% fl	ame damage)		
L1 Presence of Detectors *	L3 Detecto	or Power Supply	y <b>L</b> 5 Det	ector Effectiveness
(In area of the fire)				uired if detector operated
N None Present Skip to	D 1 X Battery	only		
section		-		ed Occupants, occupants responded
1 X Present	3 Plug in	e with battery		ants failed to respond were no occupants
U Undetermined		with battery		d to alert occupants
To principal	6 Mechani	_	U Undet	ermined
L2 Detector Type		detectors &	L6 Det	ector Failure Reason
1 X Smoke	power s	upplies		d if detector failed to operate
2 Heat	0 OtherUndeter	mined	nequire.	
			1 Dewer	failure, shutoff or disconnect
3 Combination smoke - heat		or Operation	2 🗌 Impro	per installation or placement
4 Sprinkler, water flow detection	511	e too small activate	3 Defec	
5 More than 1 type present	2 0 0pe			of maintenance, includes cleaning ry missing or disconnected
		plete Section L5)		ry discharged or dead
0		led to Operate plete Section L6)	0 Other	
U Undetermined		etermined	U Undet	ermined
M1 Presence of Automatic Extinguish				No
	ment system <b>*</b>	3 Automatic Exti System Operati		M5 Automatic Extinguishment System Failure Reason
N X None Present		quired if fire was with		
	plete rest Section M 1	Operated & effe	ective (Go to )	
M <sub>2</sub> Type of Automatic Extinguishme	nt System * 2	Operated & not	effective (1	1 System shut off 14 2 Not enough agent discharged
Required if fire was within designed	a range or ALS	Fire too small		3 Agent discharged but did
1 🗌 Wet pipe sprinkler		Failed to opera	ate (Go to M5	not reach fire
2 Dry pipe sprinkler	υ	=		4 Wrong type of system
3 Other sprinkler system	ļ,			5 Fire not in area protected
4 Dry chemical system 5 Foam system	M	4 Number of Spri		6 System components damaged
6 Halogen type system		Heads Operatin		7 LLack of maintenance 8 Manual Intervention
7 Carbon dioxide (CO <sub>2</sub> ) system		Required if system	operated	0 Other
0 Other special hazard system				U Undetermined
U Undetermined		Number of sprinkler	heads operati	ng NFIRS-3 Revision 01/19/99

	MM DD YYY <b>II 6 19 20</b> Incident Date <b>*</b>	Y 11 01 <sub>Station</sub>		-0001869		hange Resources
B Apparatus or * Resource	Date and Tin Check if same as alar Month Day Ye	cm date	Sent X	Number of * People	<b>Use</b> Check ONE box for each apparatus to indicate its main use at the incident.	Actions Taken
1 ID E-14-1 Type 11	Dispatch X     6     19       Arrival X     6     19       Clear     X     6     19	2011         03:05           2011         03:15           2011         06:05	x		Suppression EMS Other	
2 ID E-14-3 Type 11	Dispatch         X         6         19           Arrival         X         6         19           Clear         X         6         19	2011         03:05           2011         03:10           2011         06:05	x		Suppression EMS Other	
3 ID E-14-4 Type 92	Dispatch     X     6     19       Arrival     X     6     19       Clear     X     6     19	2011     03:05       2011     03:16       2011     06:05	x		Suppression EMS Other	
4 ID <b>FM14-1</b> Type 61	Dispatch X 6 19 Arrival X 6 19 Clear X 6 19	2011         03:05           2011         03:45           2011         06:05	x		Suppression EMS Other	
5 ID U-14-2	Dispatch X     6     19       Arrival X     6     19       Clear	2011 03:05 2011 04:09	x		X Suppression EMS Other	56
ID Type	Dispatch Dis				Suppression EMS Other	
ID Type	Dispatch				Suppression EMS Other	
ID Type	Dispatch Dis				Suppression EMS Other	
ID Type	Dispatch Dis				Suppression EMS Other	
Type of Apparatus Ground Fire Suppr 11 Engine 12 Truck or aerial 13 Quint 14 Tanker & pumper 16 Brush truck 17 ARF (Aircraft Re 10 Ground fire supp Heavy Ground Equi 21 Dozer or plow 22 Tractor 24 Tanker or tender 20 Heavy equipment, Aircraft 41 Aircraft: fixed 42 Helitanker 43 Helicopter	ession combination scue and Firefighting) ression, other pment other	Marine Equipm 51 Fire boat w 52 Boat, no pu 50 Marine appa Support Equip 61 Breathing a 62 Light and a 60 Support app Medical & Res 71 Rescue unit 72 Urban Searc 73 High angle 75 BLS unit 76 ALS unit 70 Medical and	ith pump mp ratus, c ment pparatus ir unit aratus, cue h & resc rescue u	other s support other cue unit unit	Use She Other 91 Mobile co 92 Chief of: 93 HazMat uu 94 Type 1 ha 95 Type 2 ha 99 Privately 00 Other app	ommand post ficer car nit and crew and crew y owned vehicle paratus/resource
40 Aircraft, other					NFIRS-9	Revision 11/17/98

A	MM DD YYYY MI 6 19 2011 State * Incident Date *	<b>01</b> Station							
B Apparatus or Resource	Check if same as alarm date	Hours/mins		_ appara	Use ONE box for each atus to indicate ain use at the ent.	List up to	o 4 actions apparatus personnel.		
1 ID <u>E-14-1</u> Type <u>11</u>	Dignatah 🔽   6   19   2011	1 03:05 1 03:15	Sent X		Suppression EMS Other	11  81			
Personnel ID	Name	Rank or Grade	Attend X	Action Taken	Action Taken	Action Taken	Action Taken		
177 503	Crutcher, Duane Crescio, David	FFE CP	X X						
			Sent	 					
2 ID <u>E-14-3</u> Type <u>11</u>	Bispatch         X         6         19         2011           Arrival         X         6         19         2011           Clear         X         6         19         2011				Suppression EMS Other				
Personnel ID	Name	Rank or Grade	Attend	Action Taken	Action Taken	Action Taken	Action Taken		
713 911	Cleaver, Marrianne Honan, Scott	FFE FFE	X X						
3 ID <u>E-14-4</u> Type <u>11</u>	Arrival 🔀 6 19 2011	1 03:05 1 03:16 1 06:05	Sent X		Suppression EMS Other				
Personnel ID	Name	Rank or Grade	Attend X	Action Taken	Action Taken	Action Taken	Action Taken		
003 126 1422	Hamilton, Jeremiah Houghton, Michael Gehringer, Scott	FFE FFE PR	X X X						

A OS		MM	DD YYYY <b>19 2011</b> Date <b>*</b>	<b>01</b> Station		-0001869		000 xposure *	Delete	FIRS - 10 Personnel
Reso	atus or , ource	Check	te and Times of same as alarm date	Hours/mins		Number of <b>*</b> People	apparat	<b>Use</b> ONE box for each tus to indicate in use at the nt.	h List up t for each	ns Taken to 4 actions apparatus personnel.
1 ID Type		Dispatch X Arrival X Clear X	6 19 2011 6 19 2011		Sent X		X s	uppression MS ther	87	
	sonnel ID	N	lame	Rank or Grade	Attend X	Acti Take		Action Taken	Action Taken	Action Taken
389	c	Chevrette, V	ictor	СР	Х					
2 ID Type	U-14-2	Dispatch X Arrival X Clear X		L 03:05 L 04:09 L 06:05	Sent X	2	│□₌	uppression MS Other	56	
	sonnel ID	N	ame	Rank or Grade	Attend X	Acti Take		Action Taken	Action Taken	Action Taken
111 827	J	Tohnson, Brad Psychas, Ch		CP FFE	X X					
3 ID Type		Dispatch			Sent			uppression MS Dther		
	sonnel ID	N	ame	Rank or Grade	Attend X	Acti Take		Action Taken	Action Taken	Action Taken

081 FDID	14 MI 6 19 State Incident Date	2011 01 Station	11-0001869 Incident Number	Exposure	Responding Units/Personnel
Unit		Notify Time	Enroute Time	Arrival Time	Cleared Time
E-14-1 E	ngine 1	03:05:23	03:05:23	03:15:22	06:05:19
Staff	ID\Staff Name	Activity	Rank	Position	Role
177	Crutcher, Duane	On Duty	Firefighter	Fire Fighter	
503	Crescio, David	On Duty	Captain	Captain	
E-14-3 E	ngine 3	03:05:23	03:05:23	03:10:24	06:05:19
Staff	ID\Staff Name	Activity	Rank	Position	Role
713	Cleaver, Marrianne	On Duty	Firefighter	Fire Fighter	
911	Honan, Scott	On Duty	Firefighter	Engine Opera	
E-14-4 E	ngine 4 ID\Staff Name	03:05:23	03:05:23 Rank	03:16:26	06:05:19 Role
·					ROIE
003	Hamilton, Jeremiah	On Duty	Firefighter	Fire Fighter	
126 1422	Houghton, Michael Gehringer, Scott	On Duty On Duty	Firefighter Probationar	Fire Fighter Probationary	
	'ire Marshal"s Car	03:05:23	03:05:23	03:45:32	06:05:19
Staff	ID\Staff Name	Activity	Rank	Position	Role
389	Chevrette, Victor	On Duty	Captain	Fire Marshal	
J-14-2 U	tiltiy Van	03:05:23	03:05:23	04:09:29	06:05:19
Staff	ID\Staff Name	Activity	Rank	Position	Role
111	Johnson, Bradley	On Duty	Captain	Captain	
827	Psychas, Christopher	On Duty	Firefighter	Fire Fighter	

08114 06/19/11 11-0001869

		YYYY 2011 01 <sub>Station</sub>	<b>11-000186</b> Incident Number		Responding Personnel	
Staff ID\Staff Name	Unit	Activity	Position	Rank PayScl	Hrs HrsPd	Pts
177 Crutcher, Duane	E-14-1	OD On Duty	FF	FFE	3.00 3.00	0.00
503 Crescio, David	E-14-1	OD On Duty	CA	CP	3.00 3.00	0.00
713 Cleaver, Marrianne	E-14-3	OD On Duty	FF	FFE	3.00 3.00	0.00
911 Honan, Scott	E-14-3	OD On Duty	EO	FFE	3.00 3.00	0.00
003 Hamilton, Jeremiah	E - 14 - 4	OD On Duty	FF	FFE	3.00 3.00	0.00
126 Houghton, Michael	E-14-4	OD On Duty	FF	FFE	3.00 3.00	0.00
1422 Gehringer, Scott	E-14-4	OD On Duty	PF	PR	3.00 3.00	0.00
389 Chevrette, Victor	FM14-1	OD On Duty	FM	CP	3.00 3.00	0.00
111 Johnson, Bradley	U-14-2	OD On Duty	CA	CP	3.00 3.00	0.00
827 Psychas, Christopher	U-14-2	OD On Duty	FF	FFE	3.00 3.00	0.00

Total Participants: 10

Total Personnel Hours: 30.00

A [08114 MI] FDID * State *	MM         DD         YYYY           6         19         2011         01         11-000180600000         0           Incident Date         ★         Station         Incident Number ★	DOOOO Delete NFIRS - 1S Exposure * Change Supplemental
incident location. Then skip the three duplicate address lines.	volved Business name if applicable J Nicol;e MI Vawters Last Name MI Last Name J J Taft Prefix Street or highway Apt./Suite/Room Vpsilanti City Last Name Vawters Last Name Vawters Last Name Vigitation City Last Name Vigitation City Last Name Nicol;e Ni	734       -       330       -       4317         Phone Number
K2 Person/Entity Inv Check this box if same address as incident location. Then skip the three duplicate address lines. Post off State	Business name if applicable  Business name if applicable  MI Last Name  Prefix Street or highway	734       -       330       -       4317         Phone Number
K3 Person/Entity Inv Check this box if same address as incident location. Then skip the three duplicate address lines. Mr.,Ms., Mumber Post off State	Business name if applicable  Business name if applicable  MI Last Name  Prefix Street or highway	Phone Number
K4 Person/Entity Inv	Business name if applicable  Mrs. First Name  Prefix Street or highway	Phone Number
K5 Person/Entity Inv	Business name if applicable  Business name if applicable  MI Last Name  Prefix Street or highway	Phone Number

A <u>08114</u> FDID *	MM DD MI619 State★ Incident Date		<b>11-0001888900∮(0000</b> Incident Number ★ Exposure	Delete Insurance the Change And \$Loss				
B Estimate	ed Dollar Loss & Valu	le						
	Pre-Incident Value	Estimated Loss	Insured Amount	Settlement Amount				
Buildings	\$120,000.00	\$120,000.00	\$0.00	\$0.00				
Vehicles	\$0.00	\$0.00	\$0.00	\$0.00				
Contents	\$60,000.00	\$60,000.00	\$0.00	\$0.00				
C Insurance Company . Auto Owners Business name if applicable P.O. Box 30321 Street or highway								
	Image: Street of Highway       Image: Lansing         Post office box       City         Image: Lansing       Phone Number         Image: Lansing       Phone Number         Image: Lansing       Image: Lansing         Agent Name       Image: Lansing         Image: Lansing       Image: Lansing         Image: Lansing <t< th=""></t<>							
	Policy Number		Cy Coverage	ints				

## **ATTORNEY REPORT**

GENERAL LEGAL UPDATE

## **RESOLUTION NO. 2011-11**

*Whereas*, at is regularly scheduled meeting held *April 26, 2011*, the Charter Township of Ypsilanti (Township) Planning Commission (Commission) recommended that the Township Board approve a rezoning request for a certain parcel of property comprising 1.80 acres, commonly identified as 5401 Whittaker Road, Parcel ID K-11-21-200-020, from the OS-1 Office Service District zoning classification to the TC-3 Town Center 3 District zoning classification; and

*Whereas*, the rezoning request is consistent with the Township's current Master Plan which designates the entire area in which the parcel in question is located to be TC-3 Town Center 3 District; and

*Whereas*, proposed Ordinance No. 2011-416 rezones 5401 Whittaker Road, Parcel ID K-11-21-200-020, from the OS-1 Office Service District to the TC-3 Town Center 3 District zoning classification; and

*Whereas*, the Township Board of Trustees agrees that the rezoning is appropriate.

*Now Therefore, Be it resolved* that the Charter Township of Ypsilanti hereby adopts and incorporates by reference Ordinance No. 2011-416 attached hereto, by reference, in its entirety, which ordinance rezones 5401 Whittaker Road, Parcel ID K-11-21-200-020, from its current OS-1 Office Service District zoning classification to the TC-3 Town Center 3 District zoning classification.

### **ORDINANCE 2011-416**

#### An Ordinance Amending Ordinance No. 74, Township Zoning Ordinance, So As To Rezone 5401 Whittaker Road, being Parcel ID K-11-21-200-020, From Its Current OS-1 Office Service District Zoning Classification To TC-3 Town Center 3 District Zoning Classification

The Charter Township of Ypsilanti hereby ordains that

Ordinance

No. 74, adopted May 18, 1994, shall be amended as follows:

Real Property consisting of 1.80 acres of land located at 5401

Whittaker Road, also known as Parcel ID K-11-21-200-020, and more

particularly described as follows:

YP#21-8B: COM AT THE SW COR OF SEC 21; TH N 0-17-30 W 3000.50 FT IN THE W LINE OF SEC; TH E 490.30 FT; TH N 2-35-00 E 37 FT; TH N 2-22-00 E 251.36 FT FOR POB; TH S 87-38-00 E 290 FT; TH S 1-57-00 E 88.99 FT; TH S 42-57-00 W 248.03 FT, TH S 48-36-22 W 31.85 FT, TH S 41-23-38 W 27 FT, TH N 48-36-22 W 40.26 FT, TH ALONG ARC OF CURVE, CENTRAL ANGLE OF 6-50-43, RADIUS OF 253.53 FT, WITH A CHORD BEARING N 45-10-48 W 30.27 FT, TH N N 15-16-48 E 33.03 FT, TH ALONG ARC OF CURVE WITH CENTRAL ANGLE OF 38-1-20, RADIUS OF 226.53 FT, WITH A CHORD BEARING N 18-11-59 W 147.58 FT, TH N 0-48-40 E 59.52 FT TO THE POB. BEING PART OF NW 1/4 SEC 21, T3S-R7E, 1.40 AC. (L-3982 P-994 11/30/00)

ALSO SEE QUIT CLAIM DEED L- 4724 P - 595

shall be rezoned from its current OS-1 Office Service District zoning classification to the TC-3 Town Center 3 District zoning classification.

The Zoning Map, as incorporated by reference, in the Charter township of Ypsilanti Zoning Ordinance is hereby amended by the rezoning of the afore-described parcel of property from its OS-1 Office Service District zoning classification to the TC-3 Town Center 3 District zoning classification.

#### **Severability**

In the event that any one or more sections, provisions,

phrases or words of this ordinance shall be found to be invalid by a

Court of competent jurisdiction, such holding shall not affect the validity nor the enforceability of the remaining sections, provisions, phrases or words of this Ordinance unless expressly so determined by a Court of competent jurisdiction.

#### Non Exclusivity

The prohibitions and penalties provided for in this Ordinance shall be in addition to, and not exclusive of, other prohibitions and penalties provided for by other law, ordinance, or rule/regulation.

#### **Publication**

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

#### Effective date

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

#### **ORDINANCE NO. 2011 – 418**

#### AMENDING ORDINANCE NO. 2008-382

An ordinance to amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to increase sewage disposal service rates.

#### BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:

Section 62-77 of Chapter 62, Article IV of the Code of Ordinances be revised as follows:

For all billings rendered prior to September 1, 2011, existing sewage disposal service rates shall prevail. For all billings rendered from September 1, 2011, charges for sewage disposal services shall be as provided for in Schedule A, for each bimonthly (two-month) period:

#### Schedule A:

		CAPITAL	CHARGE	OM&R		TOTAL	
Meter Size	Allowed Usage	Contract	All	Contract	All	Contract	All
(inch)	Cubic Feet	Community	Others	Communities	Others	Community	Others
5/8-3/4	600	\$1.15	\$1.15	\$15.32	\$18.96	\$16.47	\$20.11
1	1000	\$1.93	\$1.93	\$25.61	\$32.28	\$27.53	\$34.21
1.5	2100	\$4.22	\$4.22	\$52.54	\$66.37	\$56.76	\$70.60
2	4000	\$7.67	\$7.67	\$101.36	\$127.57	\$109.03	\$135.24
3	9000	\$17.27	\$17.27	\$221.20	\$285.45	\$238.47	\$302.73
4	16200	\$31.09	\$31.09	\$421.96	\$514.46	\$453.05	\$545.55
6	36000	\$69.09	\$69.09	\$909.79	\$1144.92	\$978.87	\$1214.00
8	66000	\$126.62	\$126.62	\$1660.47	\$2091.38	\$1787.09	\$2218.01
10	102000	\$192.81	\$192.81	\$2570.27	\$3236.30	\$2763.08	\$3429.11
12	150000	\$287.80	\$287.80	\$3783.33	\$4762.81	\$4071.13	\$5050.61

For all usage in excess of allowed usage the rate per 100 cubic feet shall be as follows:

	CAPITAL C	HARGE		OM&R		TOTAL		
Contract Communities All Others	\$0.193 \$0.193			\$1.658 \$1.748		\$1.851 \$1.941		
*	*	*	*	*	*	*	*	*

This Ordinance shall become effective upon the date of publication.

## **RESOLUTION 2011-13**

Whereas, at its regularly scheduled meeting held May 24, 2011, the Charter Township of Ypsilanti (Township) Planning Commission (Commission) recommended to the Township Board of Trustees the request of the Burning Bush Church of God to amend the PD Stage II Final Site Plan dated April 11, 1998 and to amend the executed Development Agreement dated June 16, 1998 to permit the establishment of a worship facility to be located at 770 James L. Hart Parkway, Parcel K11-17-361-024, with the following conditions:

- The applicant shall submit a Development Agreement acceptable to the Township Board of Trustees and the Township Attorney.
- The Development Agreement shall exclude the use of the property for a day care, preschool or other child care facility as it would be inappropriate to have such a facility in such close proximity to a number of industrial facilities.
- The applicant shall agree to replace all necessary landscaping per the originally approved site plan.

*Whereas*, the property in question is currently zoned PD Planned Development with the underlying zoning being B-3 General Commercial; and

*Whereas*, in addition to the recommendations of the Commission, Township staff further recommends that an additional condition to the Township Board's approval of the request should include a provision that "*The applicant shall agree not to construct or utilize any portion of the property for use as a parsonage.*"; and

*Whereas*, the change of use proposed is a "*major change*" in accordance with Section 19-22(3) of the Township Zoning Code resubmittal of a new site plan to the Planning Commission and Township Board is required; and

*Whereas*, the Township Board of Trustees is in agreement with the proposed changes to the affected property and agrees that approval of the current site plan is in the best interest of the Township; and

*Whereas*, upon approval of the Development Agreement dated *June 16, 1998* are required before a Certificate of Occupancy may be issued

*Now Therefore, Be it resolved,* the Charter Township of Ypsilanti Board of Trustees adopts the recommendation of the Township's Planning Commission of May 24, 2011 and approves the revised Site Plan submitted by the Burning Bush Church of God amending the *PD Stage II Final Site Plan* dated *April 11, 1998* subject to amendments to the *Development Agreement* dated *June 16, 1998*, satisfactory to the Township Board of Trustees and the Township attorney, permitting the establishment of a worship facility to be located at 770 James L. Hart Parkway, Parcel K11-17-361-024, and subject to the following further conditions:

- The Development Agreement shall exclude the use of the property for a daycare, preschool or other child care facility as it would be inappropriate to have such a facility in such close proximity to a number of industrial facilities.
- The applicant shall agree to replace all necessary landscaping per the originally approved Site Plan.
- The applicant shall agree not to construct or utilize any portion of the property for use as a parsonage.

#### RESOLUTION 2011-12

*Whereas*, backyard breeding of dogs and door-to-door sale of puppies by persons within the Township has increased in recent years; and

*Whereas*, the regulation of backyard breeders will safeguard and promote dog breeding by responsible pet owners who sell, adopt, barter or transfer puppies in a manner that does not add to the population of abandoned or neglected dogs; and

*Whereas*, regulation of backyard breeders will prohibit persons convicted of dog fighting, animal cruelty or neglect from breeding dogs; and

*Whereas*, regulation of backyard breeders will prohibit persons adjudicated as owning a dangerous dog pursuant to Michigan law from breeding dogs; and

*Whereas*, Ordinance No. 2011-417 provides for the regulation of backyard breeders by requiring permits for dog breeders, establishing the number of litters a dog can whelp within a year, requiring a dog reach the age of at least eight weeks before it is sold, limiting the sale of dogs to persons holding a breeder's permit, unless they are a governmental agency, non-profit organization, pet store, or participating in a permitted dog show, and provides penalties for persons who violate the ordinance provisions.

#### Now Therefore,

**Be it resolved** that Ordinance No. 2011-417 attached hereto is adopted by reference.

#### ORDINANCE NO. 2011-417

### An Ordinance to Require Dog Breeder Permits

The Charter Township of Ypsilanti ordains that Chapter 14 entitled

"Animals" of the Township Code of Ordinances be amended as follows:

*ADD* the following new section:

### Dog Breeder Permit Required

1. No person shall cause or allow any dog owned, harbored or kept within the Township of Ypsilanti to breed without first obtaining a breeding permit, as described below. The term breeding permit means a written authorization, issued annually by the Township Treasurer, giving its lawful holder permission to breed a dog.

### Dog Breeding Permit Application

2. An application for a dog breeder permit shall be filed with the Township Treasurer by any person who intends to breed a dog. The application shall contain such information as is requested by the Township, including:

A. The name and address, and date of birth of the applicant.

B. The address of the location at which the litter will be whelped, if different from the applicant's address.

C. A complete description of the dog proposed to be bred including breed or mix of breeds, gender and dog license number.

D. A statement by the applicant that he/she owns the dog proposed to be bred.

#### **Inspections**

3. The Office of Community Standards shall conduct an inspection of the applicant's proposed breeding/whelping location to determine whether it is in compliance with the International Property Maintenance Code. No permit shall be issued to an applicant unless the proposed breeding/whelping location is in compliance with the International Property Maintenance Code.

#### Pit Bull Breeders

4. Due to an overpopulation of pit bulls within the Township, as defined in section 14-1, no person shall be issued a dog breeder permit to breed a pit bull.

### Fee for Dog Breeder Permit

5. Each application shall be accompanied by a non-refundable application fee to be established by resolution of the Township Board. The Township Board may, from time to time, modify the established fee schedule.

Each breeding permit shall be valid for one year from the date of issuance, and may be renewed annually, before its expiration date. A separate permit must be obtained for each dog which is allowed to breed. A person who has been convicted of dog fighting, animal cruelty or neglect shall not be issued a dog breeder permit. A person who has been adjudicated as owning a dangerous dog pursuant to MCL 287.322 and MCL 287.323 shall not be issued a dog breeder permit.

#### **Dog Breeder Permit Contents**

6. All breeding permits shall contain the following terms and conditions:

A. The owner of an unaltered female dog shall not allow the whelping of more than one litter in any household within the permit year. In the event that a permittee is forced to euthanize a litter of dogs, the whelping of one additional litter of dogs is allowed within the same permit year by the permittee;

B. No newborn dog may be sold, adopted, bartered, or otherwise transferred, whether for compensation or otherwise, until it has reached the age of at least eight weeks;

C. Any holder of a dog breeding permit who advertises to the public the availability of any dog for sale, adoption, or transfer, whether for compensation or otherwise, must prominently display the permit number in any such advertisement. Further, the breeding permit holder must provide the permit number to any person who purchases, adopts, or receives any dog from the permit holder and include the permit number on any receipt of sale or transfer document.

D. Any dog permit holder who sells or otherwise transfers a dog whether for compensation or otherwise to a township resident, shall provide to the new animal owner written information regarding the Township's dog license requirements.

#### **Dog Breeder Permit Exemptions**

7. The following dogs are exempt from the breeding permit requirements:

A. Dogs documented as having been appropriately trained and actively used by law enforcement agencies for law enforcement and rescue activities.

B. A dog which is bred or used as a guide dog or leader dog for a blind person, a hearing dog for a deaf or audibly impaired person, or a service dog for a physically limited person, is exempt from the breed permit requirements as provided in MCL 287.291

#### Sale, Adoption Or Other Transfers Of Dogs:

8. No person shall present any dog for sale, adoption, barter, exchange, or adoption, whether for compensation or otherwise, in any public place, without first obtaining a dog breeder permit. The term public place shall include, but not be limited to, streets, highways, sidewalks, parks, shopping centers, tent sales, and areas in front of commercial establishments. This prohibition shall not apply to:

A. Government agencies; non-profit animal rescue organizations exempt from taxation under Internal Revenue Code section 501(c)(3); or humane societies or societies for the prevention of cruelty to animals if such societies are incorporated as nonprofit organizations.

B. Permitted dog shows.

C. Permitted pet stores which sell or otherwise transfer dogs, whether for compensation or otherwise, within the store.

#### Penalty for Violation

Any person violating a provision of this ordinance is guilty of a misdemeanor punishable by not more than a \$500 fine and/or imprisonment for not more than 90 days.

#### **Severability**

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 upon publication in a newspaper of general circulation as required by law.

### CHARTER TOWNSHIP OF YPSILANTI 2011 BUDGET AMENDMENT #7 July 19, 2011

212 - BIKE, SIDEWALK, RECREATION, ROAD AND GENERAL OPERATIONS FUND (BSR II)

Increase expenditure budget line item for City of Ypsilanti - Rutherford Pool. This is a pool renovation project for community promotion. This will be funded by appropriation from prior year fund balance.

Revenues:	Prior Year Fund Balance	212.000.000.699.000	\$10,000.00
		Net Revenues	\$10,000.00
Expenditures	City of Ypsi - Rutherford Pool Community Promotion	212.212.000.882.004 Net Expenditures	\$10,000.00 \$10,000.00

#### 226 - ENVIRONMENTAL SERVICES FUND

Increase tax refund expenditure budget due to Michigan Tax Tribunal tax settlement -Ford Motor Co. reductions of value 2008-2009 PPT that require refunds to tax payer. This is funded by an Appropriation of Prior Year Fund Balance from the Reserve for MTT losses based on specific millage rates for the specific fund.

Revenues:	Prior Year Fund Balance	226.000.000.699.000	\$44,360.00
		Net Revenues	\$44,360.00
Expenditures	Tax Refund Expenditures	226.226.000.956.010	\$44,360.00
		Net Expenditures	\$44,360.00

Total Increase \$44

\$44,360.00

Total Increase \$10,000.00

Motion to Amend the 2011 Budget (#7):

Move to increase the Environmental Services Fund budget by \$44,360 to \$2,606,811 approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Recreation, Road, & General Operations Fund (BSRII) by \$10,000 to \$1,214,095 and approve the department line item changes as outlined.

>>> On 6/21/2011 at 4:01 PM, in message Dear Karen,

It is with sincere regret that I am submitting my resignation from the Water Conservation Advisory Commission. I feel that the W.C.A.C. has made some very worthwhile improvements in our community, and I feel honored to have worked with some outstanding citizens. It is only because of a difficult home care situation that I am resigning.. Sincerely, Dean Russell Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees JEAN HALL CURRIE STAN ELDRIDGE MIKE MARTIN SCOTT MARTIN



7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-4700 Fax: (734) 484-5156 <u>www.ytown.org</u>

# MEMORANDUM

To: Board Members

From: Karen Lovejoy Roe, Clerk

Date: July 11, 2011

Subject: Park Commission Vacancy

At the regular meeting held on June 21, 2011 the Charter Township of Ypsilanti Board accepted the resignation of Theodore Vasicek from the Ypsilanti Township Park Commission

The Board agreed to fill the vacancy from the group of candidates used in the previous vacancies. The candidates were contacted to see if they were interested in being considered for the appointment. Attached are the positive responses.

If you have any questions, please contact my office.

Nkw

Attachment

cc: File

#### Those Who Are Interested in Filling Vacancy on The Ypsilanti Township Park Commission

>>> On 6/29/2011 at 10:00 AM, in message <BANLkTimUVew2Oum=KmNu9Sx95T-vgHOo6Q@mail.gmail.com>, John Hoops <hazzardhoops@gmail.com> wrote: > Good Morning Karen, > > Yes, I am still interested in serving on the Parks Commission. > Enjoy the day. > > Thank you, > lohn Hoops > President > Greene Farms HOA 3 & 5 > john@greenefarms.net ..... > 734-787-0976 > \_\_\_\_ ... --- - .... >>> On 6/28/2011 at 5:44 PM, in message <96879193-1309297464-cardhu\_decombobulator\_blackberry.rim.net-984458303-@b13.c20 bise6.blackberry>, <kentotten@netzero.com> wrote: > Hi Karen. 5 > Yes I am still interested in being considered for the position. > Thanks Again, > > Ken Totten > Sent on the Sprint® Now Network from my BlackBerry® >>> On 6/28/2011 at 5:51 PM, in message <C7521F0A-D055-4496-AA97-8F9D77C4E80F@gmail.com>, Lonnie Scott lonnie.scott@gmail.com> wrote: > Karen. > I am interested. Please let me know if you have any questions for me. I > appreciate the boards consideration. ₽2-> Lonnie Scott > >>> On 6/28/2011 at 7:56 PM, in message <BAY166-w8A0B92B8EC6BFCCE71B01D0560@phx.gbl>. Trudy Swanson <satswanson@hotmail.com> wrote: > Hi Karen. > > Yes! I'am still interested in Park Commission position. -> Trudy Swanson > >>> On 6/29/2011 at 7:04 AM, in message <B5A1199D10EF4E4191607CEB69DF79700110945A@detmail2.BodmanLongley.net>, IS - "Williams, Bill" < <u>BWilliams@BODMANLAW.COM</u>> wrote: > Karen. > > Good morning. I would love to serve the community by sitting on the Park > Commission. Please ask the board to consider appointing me.

#### Page 2

22 >>>>> On 3/2/2011 at 3:46 PM, in message >> <AANLkTikRigMiACTUbWn9FKYdHL3PBNM2 swEg3vSLTYH@mail.gmail.com>, carol >> simmers >> <buckwheat.simmers@gmail.com> wrote: >> > Hello Karen, >> > >> > I'd love to be considered for the Park Commission. Now that I'm retired I >> > feel I should be doing something for our Township other than the Greens >> > Commission, Let me know the process. Thanks a Million >> > >> > #12->>> Carol Simmers >>> On 6/29/2011 at 4:16 PM, in message <8CE04B096B85D8A-17C0-3A82D@webmail-m013.sysops.aol.com>, Dennis Dickinson <charonvi@aol.com> wrote: > Yes Karen. > > > I am still interested. Please advise me on what the requirements are and > when I would have to interview. > Thank you for the opportunity. > > #7-> Dennis Dickinson >>> On 7/11/2011 at 11:41 AM, in message <8556C663C872D64D9B64953C3ECEE67109E6B6E771@ITS-ECLS-2-VS4.adsroot.itcs.umich.ed #8 ---->, "Sheler-Edwards, Maria" <marialyn@umich.edu> wrote: > Hi Karen. > > Thanks for contacting mel I am just now back from vacation, wading through > my email, and just saw your earlier note. > > I AM interested, if the position is still available. What are the next > steps? > > Maria >>> On 7/4/2011 at 3:20 PM, in message <1309807232.37336.YahooMailClassic@web110411.mail.gq1.yahoo.com>, Daniel Benefiel <dankbenefiel@yahoo.com> wrote: > Hello Kareni ÷ > > Happy Independence Day! > Yes! Put me down for consideration for the open seat on the Park Board. #9 ----- Thanks, Dan Benefiel > 734-730-2153 > --- On Fri, 7/1/11, Karen Lovejoy Roe <klovejoyroe@ytown.org> wrote: >

#### MEMORANDUM

TO:YPSILANTI CHARTER TOWNSHIP BOARD OF TRUSTEESFROM:MICHAEL FORDSUBJECT:PUBLIC ACT 7 INTERLOCAL AGREEMENTDATE:7/6/2011

#### TRANSIT FOR WASHTENW COUNTY: GOVERNANCE

My agency, TheRide/Ann Arbor Transit Authority has just completed a master planning process exploring countywide transit services. Staff and I have been across the county attending hundreds of meetings; conducting surveys; and gathering input from citizens, human service agencies, economic development organizations, businesses, other transportation providers, and many more. Thank you to all of you who have participated in the process! I am proud of the results and very hopeful that our local communities can work together to create a system that works for the residents of Washtenaw County.

The resulting plan's 30-year vision is just a starting point—there are many transportation needs that require more immediate attention—workers struggling to find affordable transportation to jobs, commuters stuck in traffic, and a growing population of seniors who are no longer able to drive themselves.

We are now working with local governments to guide the implementation of the plan through an expanded **countywide transit board** that will develop a service plan, by-laws, and funding sources and levels.

In order to achieve representation from throughout the county, we have proposed a countywide board made up of 15 members, coming from Ann Arbor (7), Ypsilanti (1), and six transit "districts" based on population: Southeast (2), Pittsfield Township (1), South Middle (1), North Middle (1), North Middle (1), Northeast (1), and West (1). Refer to attached map to see details. Please note that this governance proposal is *contingent on the cities of Ann Arbor and Ypsilanti maintaining their levels of transit funding*—these cities need and use higher levels of transit than other Washtenaw County communities.

Based on population, the Southeast District, made up of Ypsilanti Township and Augusta Township, would get two transit board members. To select the board members, we suggest that each district's local governments develop an Act 7 Interlocal agreement to establish how each representative would be selected for a new unincorporated board.

### I am asking you today to approve the Act 7 Interlocal agreement for the Southeast District that designates that Ypsilanti and Augusta townships each appoint a transit board member.

It is important to note that sending a representative to the unincorporated board DOES NOT mean that a given community has to participate in the incorporated authority. We would highly encourage each community to participate in governance, even if it is unlikely that the community would want transit service within the next five years. Participating in the process to select a board member allows each community to be informed and to help make decisions about what kinds of transit services will be implemented in the county. It also helps establish local governments' ability to participate in the incorporated authority in the future, if they so desire.

We hope to have the unincorporated countywide transit board start meeting in October to start discussing near-term countywide service implementation and funding. I have also included draft criteria and a job description for new board members, our first issue of our newsletter for local government officials, a booklet with details on the Transit Plan, and the Southeast District Act 7 Agreement.

All the best, Michael Ford

#### SOUTHEAST COMMUNTIES COUNTYWIDE TRANSIT AUTHORITY REPRESENTATIVE SELECTION PROCESS ACT 7 INTERLOCAL AGREEMENT

WHEREAS, the Urban Cooperation Act, PA7 of 1967, Extra Session (Act 7), provides that a public agency may enter into interlocal agreements with other public agencies to exercise jointly any power, privilege, or authority that the agencies share to in common and that each might exercise separately; and

WHEREAS, the Charter Townships of Augusta and Ypsilanti are local government units in the County of Washtenaw under Act 7 of 1967; and

WHEREAS, it is anticipated that a new countywide transit authority will be incorporated under Public Act 196 to provide public transit service to all of Washtenaw County; and

WHEREAS, it is anticipated that the Public Act 55 transit authority will be dissolved upon passage of a countywide funding ballot proposal and all assets transferred to the new 196 authority; and

WHEREAS, the new Act 196 Authority board will have 15 seats that are allocated based on charter millage and population providing two seats to the South East Communities; and

WHEREAS, the local communities wish to work cooperatively to select a Act 196 Countywide Transit Authority board; and

THEREFORE, the Charter Townships of Augusta and Ypsilanti agree to select their countywide transit authority board representatives as follows:

1. The Township boards of Augusta and Ypsilanti Charter Townships shall each appoint one of the two representatives.

The selected board representatives are at-will appointments and may be removed using the same method as appointed. The communities shall use the same process when replacing the board representatives whether it is to replace a for-cause removal or at the end of the representative's term. If the representative is a resident of a community that opts out of the countywide transit authority, the remaining communities may select another representative and the opt out shall be considered a for-cause removal.

Any community that opts out of the countywide transit authority shall be provided no rights or participation in the countywide transit authority board representative selection nor transit service or included in the county ballot funding proposal.

**Effective Date.** The Agreement shall commence upon its approval by the legislative bodies of the Augusta and Ypsilanti Charter Townships and duly executed by their

authorized representatives and filed with the Washtenaw County Clerk and Secretary of State of the State of Michigan as required by Act 7.

<u>Severability.</u> To the extent that any provisions contained in this Agreement is deemed unenforceable, to the extent possible, the remaining terms shall remain in effect.

The Charter Townships of Augusta and Ypsilanti by their authorized representatives, have executed this Agreement as indicated below:

The **Augusta Charter Township Board** approved this agreement. The Township Board authorized the Supervisor to sign this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2011 and the Supervisor executed it on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Witnesses

#### AUGUSTA CHARTER TOWNSHIP

Supervisor, Pete Hafler

The **Ypsilanti Charter Township Board** approved this agreement. The Township Board authorized the Supervisor to sign this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2011 and the Supervisor executed it on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Witnesses

YPSILANTI CHARTER TOWNSHIP

Supervisor, Brenda Stumbo

*The Smart Growth Countywide Transit Master Plan* 

> The Future of Public Transportation in Washtenaw County



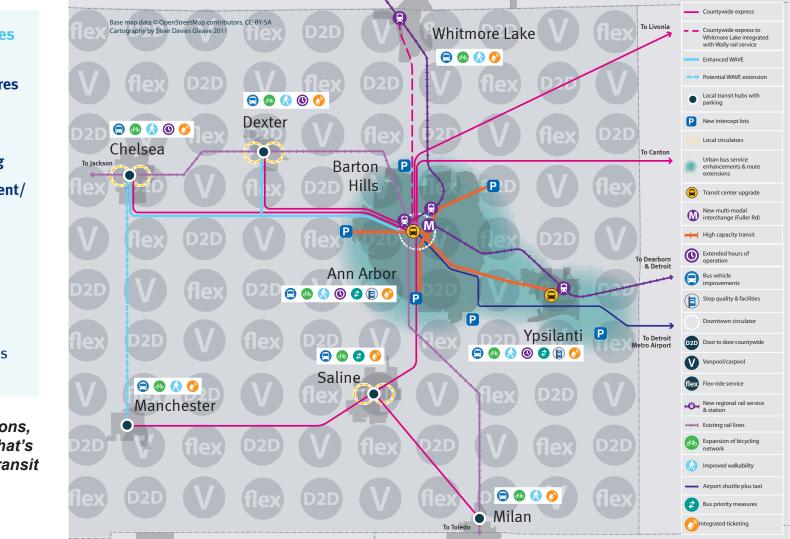


### **Countywide Transit Master Plan**

## **Concept:** Invest in transit across the County to stimulate economic growth and focus on land development in areas that best accommodate growth

- Includes investment in high capacity systems and regional rail to guide land use development on high capacity transit corridors
- Establishes transit as an integral part of the County transportation system, making the County a more attractive place for employers to locate and employees to live
- Stimulates job creation and economic growth
- Focuses development in areas that best accommodate growth

- Preserves green space
- Stems growing traffic congestion
- Provides essential door-to-door connections for seniors and people with disabilities across the County
- Ensures that our most vulnerable populations can remain independent with access to fresh food, employment and educational opportunities, health care and recreational facilities



## Supporting policies include:

#### **Bus priority measures**

#### Bus vehicle improvements

**Integrated ticketing** 

#### Mobility management/ travel planning programs, e.g.:

Ride Connect

• getDowntown

#### Strategic alliances,

e.g.:

- WAVE
- People's Express
- Schools

For feature descriptions, see pages titled: "What's in the Countywide Transit Master Plan?"

### **Key Features - Smart Growth**

	Community Impacts
<ul> <li>Urban Bus Network</li> <li>5-10 minute frequency on core routes in the peak periods</li> <li>20 minute frequency on most other routes in the peak periods</li> <li>Extended hours of operation</li> </ul>	Urban Transit Mode Share (peak period) 2010 Base = 6.2%
<ul> <li>Extended nours of operation</li> <li>Local Circulators</li> <li>Chelsea</li> <li>Dexter</li> </ul>	Rural Transit Mode Share (peak period) 2010 Base = 0.3%
Saline     Downtown Circulator - Ann Arbor	Car trips taken off the road (annual)
<ul> <li>Door-to-Door (D2D) Countywide</li> <li>Services for all seniors and people with disabilities</li> </ul>	Additional new jobs created
Vanpool Services Countywide Airport Service Hourly service with integrated taxi bookings	Reduction in number of serious road accidents (annual)
<ul> <li>Bus Stops</li> <li>Accessible curbs, high quality shelters and new poles with solar panel lit information</li> </ul>	Senior population within 10 minutes walk of fixed route transit 2010 Base = 66% (annual countywide)
Real time display boards at locations     Park & Ride	Reduction in emissions (tons of CO, NOx, etc.)
• 5 new intercept lots Biking	Additional community benefits (\$ millions)
<ul> <li>20 miles of new cycle-ways Countywide</li> <li>Countywide place-making and local transit hubs</li> <li>Designing attractive spaces and streets to encourage walking, provide</li> </ul>	Value of new, local jobs created
<ul> <li>Designing attractive spaces and streets to encourage watking, provide high quality access to transit, new pedestrian connections</li> <li>Chelsea</li> <li>Dexter</li> <li>Milan</li> </ul>	Road decongestion benefit to existing road users (from people switching to transit & bicycling)
<ul> <li>Manchester</li> <li>Whitmore Lake</li> <li>Flex Ride Services Countywide</li> <li>Services for all residents</li> </ul>	Accessibility & livability benefits to existing & new riders, people with disabilities, rural communities, students & seniors
Countywide Express Services• Chelsea-Ann Arbor• Milan-Saline-Ann Arbor• Canton-Ann Arbor• Whitmore Lake-Ann Arbor	Accident saving benefit from reduction in car miles travelled
<ul> <li>Dexter-Ann Arbor</li> <li>Manchester-Saline-Ann Arbor</li> <li>Regional Rail Services</li> </ul>	Reduced emissions benefit from reduction in car miles travelled
<ul> <li>Ann Arbor-Detroit Commuter Rail</li> <li>WALLY Commuter Rail</li> <li>High Capacity Transit</li> </ul>	Health benefits from increased walking & bicycling (in part associated with transit use)
<ul><li>Ann Arbor Connector</li><li>Washtenaw Avenue Corridor</li></ul>	Total additional community benefits (\$ millions)

2040

12.2%

5.5%

5.4m

1830

-111

94%

-701

58.46

26.21

96.02

5.02

2.31

4.43

192.45

# What's in the Countywide Transit Master Plan?

Feature	What is it?	Where is it?
Airport Shuttle	An hourly express bus service between downtown Ann Arbor and Detroit Metropolitan Airport.	Stopping in Ann Arbor, possibly Ypsilanti, and at the Airport
Biking – expansion of bicycling network	More bike lanes, stands and biking facilities to support and encourage biking in and around local communities, both as a way to access transit and as a healthy mode of transportation.	Countywide
Bus priority measures	Measures to speed up buses and make travel times more reliable, including priority at signalled junctions and/or bus-only/high-occupancy vehicle lanes	On busy road corridors Countywide
Bus stops / Stop quality and facilities	Investment in bus stops – providing information, seating, shelter at more stops and real time information at busy stops.	Countywide, wherever fixed routes are defined
Bus vehicle improvements	New buses to make your journey more comfortable and attractive by improving the on board vehicle environment and providing access to digital technology as well as procuring vehicles with state of the art standards in environmental performance.	Countywide, wherever fixed routes are defined
Car / van pool	Car / vanpooling already exists in Washtenaw County but the majority of use is connected with the University of Michigan. The plan will support the wider use of car/vanpools for commuting trips and support community (rather than employer) led programs.	Countywide
Countywide Express Services	Bus / Coach services between the cities and villages in the County. The different services will have a frequency of 2 – 8 services per day, depending on the level of demand. This is building on the A2 Express services currently operating to Chelsea and Canton.	<ul> <li>Chelsea - Ann Arbor (as per the A2 Express)</li> <li>Canton-Ann Arbor (as per the A2Express)</li> <li>Livonia Area</li> <li>Dexter - Ann Arbor</li> <li>Saline - Ann Arbor</li> <li>Manchester - Saline - Ann Arbor</li> <li>Milan - Saline - Ann Arbor</li> <li>Whitmore Lake - Ann Arbor</li> </ul>
Door-to-door Countywide	Services for all seniors and people with disabilities operating in all areas of the County and with extended hours of operation.	Countywide
Downtown circulator	A downtown service in Ann Arbor connecting key destinations in the city center. This service may be similar to the Link service which was discontinued in 2009.	Downtown Ann Arbor
Enhanced WAVE service	Increased frequency to hourly. The WAVE service will also benefit from extended hours of operation, as detailed below.	Between Chelsea, Dexter and Ann Arbor
Extended hours of operation	Extended hours of operation across the day and the week for the urban bus network and the WAVE bus service with core routes operating 6 am - 11 pm Monday to Saturday and 7 am - 9 pm on Sunday and all routes operating 7 days a week.	In and around the core urbanized area of the cities o Ann Arbor and Ypsilanti and between Chelsea, Dexte and Ann Arbor
Flex-ride service	Services open to all residents, operating in all areas of the County, providing flexible (dial- a-ride) access to the fixed route bus network. i.e. Picking you up at your home and taking you to your local transit hub or bus stop. The fare for this service will be greater than a fixed route bus service. The Plan calls for Flex-ride service to carry trips between the Manchester and Chelsea areas. If demand warrants, this might be replaced with a fixed-route service.	Countywide
High Capacity Transit	High frequency services along a specific corridor, using a new type of vehicle – for example, bus rapid transit, street cars or trams.	Within the core urban area: •Connector (Northeast to Southwest Ann Arbor) •Washtenaw Avenue Corridors
Integrated ticketing	Integrated ticket products to make transfers between services or modes of transportation easy to use and understand.	Countywide

# What's in the Countywide Transit Master Plan?

ymbol	Feature	What is it?	Where is it?
Ø	Local Circulators	Small local buses which operate all day in a loop around the urbanized area connecting key destinations, some residential areas and the transit hub. This is modeled after the Chelsea Ride service. These will provide local access and access to the countywide express services.	These are proposed in: •Chelsea (expanding and lengthening the hours of the Chelsea Ride) •Dexter •Saline
	Local transit hubs, walkability and Countywide place- making	Local transit hubs will help provide a focal point for transit in each community, support the implementation of transit oriented development and provide an attractive place to access or transfer to transit. The hubs will be designed to include parking for bikes and cars, safe and attractive spaces to wait and spaces for transit, drop off and taxis. Placemaking and walkability will support access to transit by improving sidewalks and making transit spaces safe and attractive.	In Chelsea, Dexter, Whitmore Lake, Saline, Milan and Manchester
	Mobility management/ travel planning programs	Information and programs to ensure that residents and employees know about their transit options and understand how to use them easily and safely. This will include travel training (as currently provided by many organizations including RideConnect).	Countywide
	Park & Ride / New Intercept Lots	As well as providing parking at local transit hubs (as detailed above) new intercept park & ride lots will be introduced on the edge of the core urbanized area.	Around the core urbanized area of Ann Arbor and Ypsilanti
<b>)</b>	Regional Rail	Train services providing longer distance connections between communities. Initially these services will be provided in the peak hours to support commuter trips and relieve road congestion, however, they may be expanded to all day services in the longer term. The map also indicates existing tracks extending west and south of Ann Arbor. If either E-W or N-S rail is implemented and experiences high growth, it may be economically feasible to extend services west and/or south.	Longer distance connections between communities: •East – West line to Detroit •WALLY (North-South line)
	Strategic alliances	Alliances between local authorities and operators (ie. the WAVE, People's Express, Manchester Senior Services, taxis and other mobility providers in the county) to ensure that services are planned, implemented and provided efficiently and that the user has one, simple point of contact.	Countywide
)	Transit Center upgrade / New multi-modal interchange	Investing in the infrastructure of transit centers to provide safe, attractive access to transit. The upgraded centers will provide space for more services and where possible, access for other modes and retail opportunities.	Downtown Ypsilanti, downtown Ann Arbor and the mul modal interchange at Fuller Road
	Urban bus network	Increased frequencies on all routes. The services in Ypsilanti will be redesigned to provide shorter two-way connections. Core routes will have 5 to 10 minute frequencies in the peak periods and most other routes will have a 20 minute frequency in the peak. Compared to the current peak services frequencies of 15 minutes on the core network and 30 or 60 minutes on the rest of the network. The urban bus network will also benefit from extended hours of operation, as detailed in the full report.	In and around the core urbanized area of the cities of Ann Arbor and Ypsilanti

# Local Benefits

	Smart Growth
Total additional community benefits (\$millions)	192
Total Base community benefits (\$millions)	83
Total Community Benefits	275
Performance/Operating Cost \$ Millions annually, 2040	Smart Growth
Total Community Benefits	275
Total Operating Cost (including Wayne and Livingston County expenses)*	101
Total Fare-box Revenue	31
Net Operating Cost	52
Additional \$ benefit per \$ of additional operating cost	t \$3.02

\*Operating expense for services in Washtenaw County only: \$85.8 Million. Also includes \$25 Million to operate existing levels of service.

# **Cost Summary**

Current Level of Service (\$millions)	
Operating	25
Capital (vehicle replacement next 30 years)	110
Additional Plan Level of Service - 2040 (\$mill	ions)
Incremental Operating	60.8
Incremental Operating Incremental Capital (next 30 years)	60.8 283

#### **Return on Investment**

There's a strong case for transit investment in Washtenaw County: For every \$1 spent, \$3.02 benefits are generated. Smart Growth delivers the greatest economic growth and could provide an additional 1,800 new jobs.



#### **Smart Growth ROI**

## **Capital Costs - Thirty Year Life of the Plan**

	Costs by Time Period (\$ millions)				
	First 5 Years	Years 6 - 15	Years 16-30	30-Year Period (\$ millions)	Annualized (\$M/year)
<i>For Comparison:</i> Existing Level of Service On-Going Vehicle Replacement	29.70	36.20	43.90	109.80	3.66
A. Bus, Demand Responsive, and Related Enhanced Urban Bus Countywide Fixed Route Services Countywide Door-to-Door Additional Bus Storage / Maintenance Facilities Airport Shuttle Subtotal	10.40 8.00 2.00 0.60 21.00	10.80 8.30 <u>0.60</u> 19.70	9.00 3.00 2.00 0.60 14.60	30.20 19.30 0.00 4.00 1.80 55.30	1.01 0.64 - 0.13 0.06 1.84
B. Rail and High Capacity Systems Ann Arbor Connector Washtenaw Avenue Corridor Ann Arbor to Detroit Commuter Rail North-South Commuter Rail Subtotal	3.50 5.00 8.30 <u>4.30</u> 21.10	82.40 121.00 80.00 25.40 308.80	28.60 42.00 10.90 <u>2.30</u> 83.80	114.50 168.00 99.20 <u>32.00</u> 413.70	3.82 5.60 3.31 <u>1.07</u> 13.79
C. Facilities and Services Provided by Others Walking Biking Subtotal	3.75 <u>1.25</u> 5.00	11.25 <u>3.75</u> 15.00	0.00	15.00 <u>5.00</u> 20.00	0.50 0.17 0.67
D. Gross Costs - Total Plan (including renewals)	47.10	343.50	98.40	489.00	16.30
E. Offsets - Costs Borne by Others Regional Rail - Wayne Co share* Regional Rail - Livingston Co share* AA Connector - 33% private / TIF contribution** Washtenaw Ave - 33% private / TIF contribution** Subtotal	5.81 3.01 1.17 <u>1.67</u> 11.65	56.00 17.78 27.47 <u>40.33</u> 141.58	7.63 1.61 9.53 14.00 32.77	69.44 22.40 38.17 <u>56.00</u> 186.01	2.31 0.75 1.27 <u>1.87</u> 6.20
F. Net Estimated Plan Costs (D - C - E)	30.45	186.92	65.63	282.99	9.43

\* These are assumed shares for Livingston and Wayne Counties, based on proportion of the route length in each county.

\*\* These are assumed levels of private and/or TIF contributions; no commitments have been made; assumed private contributions were estimated based on two midwestern projects: the Detroit Woodward Ave Light Rail line and Chicago's Millenium Park, where private participation is 28% and 43% respectively.

## The Smart Growth Countywide Transit Master Plan Public Meetings May, 2011

DATE	TIME	LOCATION	ADDRESS
Monday, May 9	6-8 pm	Chelsea Library	221 S. Main Street, Chelsea
Tuesday, May 10	6-8 pm	SPARK East	215 W. Michigan Ave., Ypsi- lanti
Wednesday, May 11	6-8 pm	Ann Arbor District Library	343 S. Fifth Ave., Ann Arbor
Monday, May 16	6-8 pm	Dexter Library	3255 Alpine, Dexter
Tuesday, May 17	6-8 pm	Saline City Hall	100 N. Harris Street, Saline

For the full report on the Smart Growth Countywide Transit Master Plan, visit www.MovingYouForward.org.



#### Transit Board Member Job Description (Recommended)

Title: Member, unincorporated Countywide Transit System ("CW") Board of Directors

#### **Reports To:**

Chairperson, "CW" Transit Board of Directors and to elected officials of appointed area (District)

#### **Personal Qualifications:**

- Must be a resident or business owner in the District represented
- Have identified experience or skill(s) to provide to "CW" Board (transit user, financial, administrative, , facilities, operations, marketing, local government, personnel, etc)
- Have interest in Public Transit
- Have high ethical standards

#### **Board Member Obligations:**

- Participate in the development of the Vision, Mission, and Values of "CW" Transit
- To prioritize service development and determine funding levels of countywide transit
- To represent District and regional interests in the creation of countywide service

#### Term:

Four year term (except first term) from October to October. In order to stagger board members throughout a cycle the first term varies from 1 to 4 years. All board members will be appointed to 4 year terms after first term.

Proposed Staggering of Terms:

- o 2011-2013 Terms Ann Arbor (2), Pittsfield
- 2011-2014 Terms Ann Arbor (1) Southeast (1), North Middle, West
- o 2011-2015 Terms Ann Arbor (2) South Middle and North East
- o 2011-2016 Terms Ann Arbor (2) South East (1) and Ypsilanti

#### **Meeting Attendance:**

- Twelve regular Board Meetings each year
- Board committee meetings (average one per month)
- New Board Member orientation training
- Other periodic meetings, including conference calls and Board retreats

#### Specific Duties:

- Attend meetings and demonstrate commitment to Board activities
- Maintain high ethical standards
- Disclose possible conflicts of interest
- Be well informed of current issues and meeting agenda items prior to the meetings
- Contribute skills, knowledge and experience, when needed
- Listen respectfully to other points of view

- Participate in Board discussions and decision making
- Represent "CW" Transit to the public and private industry
- Educate yourself about transit needs of the community
- Assume leadership roles in various Board activities, as needed
- Actively participate on at least one Board committee
- Communicate regularly to District Communities (monthly/quarterly/annually); Monthly or quarterly reports as indicated by District; Annually attend community board meetings

Upon Incorporation of the "CW" authority, board members will become voting members of the Act 196 Authority (new regional transit entity). They will have these additional powers and responsibilities:

- Will vote to confirm service and funding plan
- Will vote on funding mechanism

Upon passage of countywide funding, the Act 55 (current AATA)'s assets will be transferred to the Act 196 Authority, creating one "countywide" transit authority. Board members will have these additional powers and responsibilities:

- Support the Vision, Mission, and Values of "CW" Transit
- Establish Policy
- Supervise, evaluate, and if needed, hire CEO
- Lead the strategic planning initiatives
- Monitor finances and ensure adequate funding
- Update long-range plans

## **MOVING YOU FORWARD**

June 2011

Twitter.com/CatchTheRide Facebook.com/CatchTheRide

## Working Together



#### By Michael Ford CEO, TheRide

It is with great pleasure that I present this first update on the progress of transit "governance" for the Washtenaw region. We are using a new approach to work with communities and to solve our transportation challenges.

Enclosed you will find a draft

timeline, governance process, and all the steps we anticipate on the way to a countywide transit authority.

We have a long road ahead of us, but I am encouraged every day by the support we receive for regional cooperation.

I hope that this newsletter will be the basis for a regular communication with local government officials and in-

# What is the Community saying about the Transit Master Plan?

"It would be wonderful to see the County's communities integrated with reliable transit service. If it can be successfully financed and made reality, I am all for it!"

"Thank you for your forward thinking efforts! Gas prices are only going to rise; public transportation options 'must' be developed now to meet people's needs!"

Read more public comments gathered through the Moving You Forward website on Page 4.

terested citizens. As the process moves ahead, we anticipate the need to establish clear communication channels between new community representatives and the citizens in the districts they serve. We welcome your questions and invite you to contact us at any time!

### Superior Township and Ann Arbor Township pass the Northeast Interlocal Agreement on May 16!

In northeast Washtenaw County, on May 16, two communities - Ann Arbor and Superior townships - passed Act 7 Interlocal Agreements, which they negotiated for their district along with Salem and Northfield Townships. Northfield Township is expected to submit the agreement to their board for a vote in July.

We will continue to work with Salem Township as they deliberate joining the Northeast district Act 7.

We are finishing up presentations to Lyndon Township and the City of Milan, and hope to schedule Act 7 discussions within the next month for the West, South Middle, North Middle, and Southeast Districts. We will continue to meet and make presentations to all townships, villages and cities in the county.

For a description of the governance process, please take a look at the following pages.

## **PROPOSED GOVERNANCE STRUCTURE**

Our first step toward countywide governance is to establish a **regional board** that will develop a service plan, by-laws and funding sources and levels.

In order to achieve representation from throughout the county, we have proposed eight transit "districts". *This governance proposal is contingent on the cities of Ann Arbor and Ypsilanti maintaining their levels of transit funding*—these areas need and use higher levels of transit than other Washtenaw County communities.

Each district's local governments would develop an Act 7 interlocal agreement to establish how each representative would be selected for a new unincorporated board. It is important to note that sending a representative to the unincorporated board DOES NOT mean that a given community has to participate in the incorporated authority. We would highly encourage each community to participate in governance, even if it is unlikely that the community would want transit service within the next five years.

Participating in the process to select a board member allows each community to be informed and to help make decisions about what kinds of transit services will be implemented in the county. It also helps establish local governments' ability to participate in the incorporated authority in the future, if they so desire.

#### <u>West</u>

1 board seat

2010 population: 31,511

Townships: Lyndon, Dexter, Sylvan, Lima, Sharon, Freedom, Manchester, Bridgewater

Cities/Villages: Manchester, Chelsea

Existing transit services: WWAVE and Manchester Senior Services

#### North Middle

1 board seat 2010 population: 26,458 Townships: Webster, Scio Cities/Villages: Dexter Existing transit service: WWAVE

#### South Middle

1 board seat 2010 population: 28,685 Townships: Lodi, Saline, York Cities/Villages: Saline, Milan (half) Existing transit service: People's Express (Saline)

#### <u>North East</u>

1 board seat 2010 population: 35,039

Townships: Northfield, Salem, Ann Arbor, Superior Existing transit service: TheRide (limited service in Superior Township), People's Express (Northfield)

#### Pittsfield Township

1 board seat 2010 population: 37,224 Townships: Pittsfield Existing transit service: TheRide (limited service in Pittsfield Township)

#### <u>South East</u>

2 board seats 2010 population: 60,017 Townships: Ypsilanti, Augusta Existing transit service: TheRide (limited service in Ypsilanti Township)

#### **City of Ypsilanti**

1 board seat EXISTING TRANSIT MILLAGE: 0.98 mills 2010 population: 19,419 Cities/Villages: City of Ypsilanti Existing transit service: TheRide

#### City of Ann Arbor

7 board seats EXISTING TRANSIT MILLAGE: 2.04 mills (2.5mills pre-Headlee) 2010 population: 109,934 Cities/Villages: City of Ann Arbor Existing transit service: TheRide

## **Pathways Forward:** The Governance Process

To guide the implementation of the Transit Master Plan, a preliminary plan for the governance process has been developed. It is lengthy, but it provides a fair, safe, and effective way for municipalities to work together on this important issue.

### Selecting representatives to the Countywide transit board

- Municipalities in each district negotiate an Act 7 interlocal agreement establishing the terms to select representatives to the unincorporated countywide transit board.
- 2. The interlocal agreement is submitted to municipal Boards for approval.
- 3. Upon approval of the Interlocal agreement, municipalities establish a selection committee to select district representatives as determined by the approved Interlocal agreement. Draft language recommends:
  - a. Each municipality send 1 person to the "Transit Selection Committee"
  - b. Then, the "Transit Selection Committee" shall develop board member criteria and solicit resumes from interested individuals
  - c. The "Transit Selection Committee" shall consider potential representatives and provide a recommendation to the municipal boards.
  - d. The municipal boards then vote on recommended candidates to appoint a district representative to the unincorporated countywide transit board.

### The Unincorporated Countywide Transit board meets to determine procedures and develop services

4. After all districts and municipalities have appointed representatives, the unincorporated countywide transit board will start meeting. We hope to start in Fall 2011.

- a. The unincorporated transit board will establish recommended
  - i. Bylaws
  - ii. Transit Services and locations
  - iii. Amount and type of funding
  - iv. Policy on how/if to provide service outside of the authority's boundaries
- b. The unincorporated transit board, with support of TheRide staff, will communicate regularly with municipal boards and seek local input on service development and needs.

#### Incorporation of the Authority

- 5. When the unincorporated transit board has come to an agreement on a service and funding plan, they will vote to incorporate the countywide Transit Authority.
- 6. The unincorporated board, with the County, will file the Articles of Incorporation.
- All municipalities will then be informed that the articles have been filed and will have 30 days to decide to continue as a member of the incorporated authority (there will be no service and no millage for those who choose not to remain as members).
- 8. Board members coming from communities who choose not to remain as a member will be replaced through the interlocal Act 7 agreement (as currently drafted).

#### Incorporated Countywide Transit board

9. After the 30-day waiting period, the members of the Incorporated Authority Board (minus communities who chose not to be members) adopt recommended Bylaws and proceed with negotiated next steps on funding. AATA's assets would not transfer to the Countywide authority until funding is established.

#### Interested in reading the legislation used in this process? Act 7: <u>http://legislature.mi.gov/doc.aspx?mcl-Act-7-of-1967-Ex-Sess-</u> Act 196: http://legislature.mi.gov/doc.aspx?mcl-Act-196-of-1986

### **UPCOMING DATES AND EVENTS**

#### Plan and Governance Presentations

#### <u>West</u>

Sylvan Township, 7pm, July 5 Lyndon Township, 8pm, July 12 It is anticipated that the West district interlocal agreement discussions will be scheduled after mid-July

#### South Middle

York Township, 7:30pm, June 14 City of Saline, 7:30pm, June 20 City of Milan, 7:30pm, June 27 It is anticipated that South Middle's interlocal agreement discussions will be scheduled after mid-July

#### North Middle

Interlocal agreement discussions are currently being scheduled

#### **Southeast**

Interlocal agreement discussions are currently being scheduled

#### **Northeast**

An interlocal agreement has already been discussed by Northfield, Salem, Superior and Ann Arbor townships. Ann Arbor and Superior Township boards approved the agreement on May 16. Northfield Township is expected to vote on July 12. We will continue to work with Salem.

#### Have questions? Need a presentation?

Unsure about the Transit Master Plan implementation process or timing?

Sarah Pressprich (governance) TheRide, <u>spressprich@theride.org</u>; 734.794.1816

Michael Benham (planning) TheRide, <u>mbenham@theride.org</u>; 734.794.1851

Terri Blackmore (governance) WATS, <u>blackmoret@miwats.org</u> 734.994.3127



#### Upcoming Service Planning Discussions by "district"

As the master planning process wraps up, we can start more detailed service planning with local communities. This will help prepare for upcoming board decisions, provide more detailed data, and design the best service implementation for each area. As we have met with local leaders, we asked for recommendations on local experts to assist with this process. We will be arranging meetings in the coming months, please contact Michael Benham (mbenham@theride.org) to let us know who else should be involved in this process.

#### **Funding Discussions**

A financial advisory group will be convening in July or August to review long-range financial options. More details will be provided as they become available.

## **Community comments**

"Can't wait for service to Dexter! It's about time AATA had more service to surrounding communities!"

*"It would really help to have regular commuter transport to and from Detroit/Ann Arbor."* 

"Frequent late-night service, please!"

"It's important to improve what already exists. Implement flexibility to expand the ridership and other county communities become more involved and willing to share resources."

"This particular area needs to upgrade its transit to accommodate the average working persons that are without transportation and need to get to their jobs 24 hours a day."

"Thank you for your bold vision in moving Countywide transit and easy airport access a reality!"

"Please make sure there are connections available (across shared service regions) to all neighboring counties, not just north and east."

"So excited about this!!! Let's Move Forward!!"

You are welcome to share this newsletter with others who may be interested in the future of public transit, either by email or photocopy.

Page 4

#### CHARTER TOWNSHIP OF YPSILANTI Resolution No. 2011-16 Amending Resolution No. 2010-19

REINSTATEMENT OF WORK SESSION PRIOR TO REGULAR BOARD MEETINGS FOR THE 2011 CALENDAR YEAR

**NOW THEREFORE, BE IT RESOLVED** that the work session be reinstated and board meeting moved to 7:00 p.m. for the remainder of the 2011 calendar year.

#### CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

#### SCHEDULE OF MEETINGS FOR 2011

Work Session 6:00 p.m. Regular Meeting 7:00 P.M.

#### **Civic Center Board Room**

Tuesday, January 18, 2011	
Tuesday, February 1, 2011 Tuesday, February 15, 2011	
Tuesday, March 1, 2011 Tuesday, March 15, 2011	
Tuesday, April 5, 2011 Tuesday, April 19, 2011	
Tuesday, May 3, 2011 Tuesday, May 17, 2011	
Tuesday, June 21, 2011	
Tuesday, July 19, 2011	
Tuesday, August 16, 2011	
Tuesday, September 20, 2011	
Tuesday, October 4, 2011 Tuesday, October 18, 2011	
Tuesday, November 1, 2011 Tuesday, November 15, 2011	
Tuesday, December 6, 2011 Tuesday, December 20, 2011	

All meetings are held at the Ypsilanti Township Civic Center Building, 7200 S. Huron River Drive, Ypsilanti Township

Special Meetings may be called with 24-hour notification.

Pre-approval of Statements and Checks is authorized when no Board Meeting is held, with formal approval at the next regularly scheduled meeting, contingent on Board Members review and no objection. Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees JEAN HALL CURRIE STAN ELDRIDGE MIKE MARTIN SCOTT MARTIN



7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-0065 Fax: (734) 484-5160 <u>www.ytown.org</u>

### MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Karen Wallin Human Resource Department

Date: July 11, 2011

#### Subject: Recommendation for Planning Director Position

The following is being forward for consideration in regard to the position of Planning Director, within the Office of Community Standards. At the June 21, 2011 Board Meeting, Mike Radzik brought the position of Planning Director to the Board for discussion (attached is a copy of Mr. Radzik's memo for your review).

As you may remember, the Planning Director's position was vacated by the untimely death of Mr. David Nicholson in March of 2009. Since that time, Mr. Joe Lawson, the Planning and Development Coordinator, has taken on many of the duties and responsibilities of the former director's position and become a valuable member of the Township Management Team.

During the last 2 years, Mr. Lawson has demonstrated his commitment and dedication to the organization and his expertise with planning and zoning matters has been a great asset. Mr. Lawson recently completed his master's degree program at Eastern Michigan University in Urban & Regional Planning.

Based on Mr. Lawson's job performance as Planning & Development Coordinator, his assumption of the former planning director's duties, and his overall experience, I would like to recommend that Mr. Lawson be offered a non-union management position as Planning Director with a salary of \$65,000 annually. This wage is consistent with a salary survey completed in June 2011 with information provided by Michigan Township Association.

In Mr. Lawson's new role, he would take a more active role in assisting the elected leadership with economic development, and will continue representing the Township at various external planning work groups. He would also assume shared responsibility of supervising the clerical and inspection staff within the Office of Community Standards. He would become responsible for budget management of the planning functions including the planning commission and zoning board of appeal.

It is also recommended that we not fill Mr. Lawson's current position of Planning & Development Coordinator at this time.

Your consideration in the matter is appreciated. Should you have any additional questions, please contact me at 484-0065 or ext. 3741.

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

June 13, 2011

10:	Board of Trustees
From:	Michael Radzik, Director Office of Community Standards
Subject:	Planning Coordinator – Director Positions
Сору:	N/A
Attachments:	Planning & Development Coordinator Job Description Planning Director Job Description

The following information is presented to the Board of Trustees for discussion at its June 21, 2011 regular meeting with the intention of moving the discussion forward for Board action.

#### <u>Issue</u>

Joe Lawson is employed as our Planning & Development Coordinator and for approximately the past two years has been performing many of the functions of the vacant planning director position. There is a need to evaluate the situation and make appropriate adjustments for the employee and the organization.

#### **Background Information**

Mr. Lawson was hired in December, 2001 as a paid intern in the former Office of Community & Economic Development (CED). At that time, CED was headed by a director and encompassed the building and planning departments, both of which were also managed by respective directors. The CED director also supervised the ordinance department; ordinance was later moved under the supervision of the police services administrator in 2002.

On March 1, 2004, Mr. Lawson was hired as the Planning & Development Coordinator under the supervision of the planning director. In September, 2006, the CED Director resigned and the position was left open; the planning department remained organized under the auspices of CED, although the planning director took on more direct responsibility for budget management and program accountability, reporting directly to the township supervisor.

In December, 2008, the Office of Community & Economic Development merged with the Ordinance Department and Police Services. The Office of Community Standards (OCS) was formed under direction of the police services administrator acting as team leader with the building and planning directors. The police services administrator took on the joint role as director of OCS and primary responsibility for economic development was assumed by the elected leadership.

On March 31, 2009, the planning director position was vacated by the untimely death of Mr. David Nicholson. At that time, the decision was made to leave the planning director's position open as a cost cutting measure and Mr. Lawson voluntarily accepted some responsibilities of the position. Over the past 27 months, Mr. Lawson has taken on many of the duties and responsibilities of the former director's position and has become a valuable member of the OCS management team.

#### **Organizational Considerations**

As a result of the sharp economic downturn over the last few years, the elected leadership has implemented organizational changes in order to meet the needs of the community with fewer resources. As witnessed by the formation of the Office of Community Standards, departments that share common areas of interest have been merged under new management team configurations in an effort to provide both basic and enhanced services with a leaner management structure. Today's consolidated internal management teams require more flexibility in order to succeed in the current economic environment and organizational structure.

It makes sense for the organization to continue the OCS team approach because all of the functional departments share a common goal to promote and maintain various aspects of community standards. The ability to cross over traditional departmental lines of responsibility is an essential requirement for members of the consolidated management team.

Mr. Lawson has become an important member of the OCS management team. The team relies on his expertise in planning and zoning matters and his participation in problem solving exercises. Moreover, there is a desire to give Mr. Lawson more responsibility for budget management and shared supervision of OCS clerical and inspection staff.

#### <u>Proposal</u>

Mr. Lawson has been employed by the Township for almost ten years, and has been the Planning & Development Coordinator for more than seven years. He recently completed his master's degree program at Eastern Michigan University. In addition, Mr. Lawson responded favorably to a performance mentoring plan over the last six months that demonstrated his commitment to the organization.

Mr. Lawson's current salary is \$56,507 and his position is affiliated with the Teamsters union. The starting salary of the former planning director, who possessed extensive experience, was \$74,204, which is consistent with the building director's salary. Mr. Lawson has successfully performed the professional and administrative work required of his current position. In addition, he has voluntarily performed many of the duties and responsibilities of the vacant planning director position and the organization will continue to rely on him to do so. Mr. Lawson has more limited experience in professional land use planning, and the Township budgets to employ a professional consultant for Master Plan review and other items on an as-needed basis. Mr. Lawson has limited supervisory experience.

Based on Mr. Lawson's job performance as Planning & Development Coordinator, his assumption of many of the former planning director's duties, his overall experience and the current needs of the organization, I recommend that Mr. Lawson be offered a management position as Planning Director within a starting salary range of \$62,000 - \$65,000. As part of the position, Mr. Lawson will take a more active role in assisting the elected leadership with

economic development, and will continue representing the Township at various external planning work groups. He will assume shared responsibility to supervise clerical and inspection staff as part of the management team within the Office of Community Standards, and will be responsible for budget management of the planning functions including the planning commission and zoning board of appeals. I recommend that we continue to employ a professional consultant for Master Plan review and other land use issues as needed.

This recommendation includes not filling Mr. Lawson's current position. Although there has been no formal discussion with Teamster representatives, informal consultation with the local president has indicated no issues of concern regarding this proposal.

As the economy starts to improve, the neighborhood stabilization efforts of OCS help position the township for new economic development and targeted re-development, which has become increasingly more important. This proposal will better align Mr. Lawson's position with the needs of the organization to move us ahead.

Please consider this proposal for discussion at your regular meeting on June 21, 2011 followed by future Board action.

#### Charter Township of Ypsilanti

#### PLANNING DIRECTOR

#### <u>Summary</u>

Performs responsible professional land use planning work in maintaining and interpreting the Township comprehensive plan, Township zoning and related ordinances. Is responsible for local land use planning and performs research, analysis and evaluation of various planning and development requests. Provides technical advice and guidance to the Township Board, Planning Commission, and Zoning Board of Appeals.

#### Supervision Received

Work is performed under the general guidance of the Economic Development Director in accordance with Township, State, and Federal laws, ordinance and regulation applicable to specific areas of program activity. Employee must show initiative, discretion, and specialized knowledge in the attainment of desired objectives. Work is reviewed through conferences and reports for overall program effectiveness.

#### Supervision Exercised

Supervision is exercised over the Planning and Development Coordinator and planning interns.

#### **Responsibilities and Duties**

An employee in this position may be called upon to do any or all of the following essential duties: (These examples do not iinclude all of the duties which the employee may be expected to perform.)

- 1. Performs site plan review for proposed private development projects, coordinates review procedures and makes recommendations based on reviews.
- 2. Oversee the coordination of the administrative functions for the Zoning Board of Appeals, including overseeing citizen notification procedures, preparing legal publications notices, and preparing meeting agendas and minutes.
- 3. Assist the Planning Commission by conducting research, preparing staff recommendations and reports, and by attending committee meetings. Coordinates the administrative function of this committee.
- 4. Assists the Zoning Board of Appeals by conducting pre-application meeting with petitioners and applicants, reviews variance request applications, conducts on site inspections for each individual application or request, and attends regular and special Zoning Board of Appeals meetings to present such reports.

#### PLANNING DIRECTOR (continued)

- 5. Attends Township Board meetings as needed to provide staff reports and recommendations on matters under consideration. May present summary of recommended actions and formal motions of the Planning Commission and Zoning Board of appeals and may represent them on requests for appeals.
- 6. Demonstrates a cooperative effort with the Economic Development Director to facilitate a seamless transition for development projects from the planning process through construction to completion and issuance of a certificate of occupancy.
- 7. Administer the Township Ordinances regulating development inclusive of but not limited to zoning, signs, and subdivision. Prepare notices of violation, letters, reports and assemble background material to support enforcement activity. Testify in court as an expert witness on technical and procedural matters as required.
- 8. Participates as the lead planner in the maintenance of the Township's comprehensive master plan and land use survey. Performs research, analysis and evaluation of various urban problems, identifies planning objectives and evaluates proposed programs in accordance with comprehensive planning principles.
- 9. Administers community development grant programs, includes drafting project requets for consideration by the Township Board, preparation of project applications, maintenance of grant records for project compliance, and serves as liaison to granting agencies.
- 10. Assists the public, Township Officials, township consultants and attorneys on a variety of planning and development issues.
- 11. Performs related work as required to carry out the community development goals of the Township.

#### **Essential Functins, Qualificatinos and KSA's for Employment**

All of the following functions, qualifications, knowledge, skills and abilities are essential. An employee in this position, upon appointment, should have the equivalent of the following:

- Knowledge of principles and practices of public administration.
- Considerable knowledge of principles of urban planning.
- Thorough knowledge and understanding of planning and zoning regulation.
- Interpersonal and leadership skills to develop and maintain effective working relationships with the elected officials, board and commission members, employees, and the public.
- Skill and ability to compile and analyze information and to present facts and recommendations in effective oral and written presentations.
- Ability to work within deadlines and changes in work priorities.

#### PLANNING DIRECTOR (continued)

- Skill in the use of the computer and computer software.
- Skill and ability to perform mathematical computations.
- Skill and ability to read and interpret specifications, blueprints and drawings.
- Ability to recognize and handle stress.
- Must have good vision, hearing, physical mobility and verbal communication.
- Graduation from an accredited four-year college or university with major course study in urban planning or related field with five years of experience including some supervisory experience or any combination of education and training which provides the essential knowledge, skills and abilities.
- Must possess and maintain a valid Michigan driver's license with a good driving record.
- State of Michigan certification for building official or plan reviewer is a plus.

Ypsilanti Township January 2003



April 18, 2011

To the Michigan Natural Resources Trust Fund Board of Trustees:

This letter is being written to acknowledge that the Ypsilanti Township Park Commission voted unanimously on April 11, 2011 to establish a formal collaboration with the City of Ypsilanti in support of the City's grant application to rebuild the pool.

The Charter Township of Ypsilanti is unusual in that it completely surrounds the City of Ypsilanti. The Township contains approximately 50,000 residents. It has no public pool of its own and many of our township residents rely on the Rutherford Pool as the only accessible public outdoor pool in the surrounding area. The pool is within walking distance to some township residents and is also accessible to others by public bus transportation.

The pool is a vital source of summer recreation in our area, especially for our youth. Indeed, we have township residents who have been integrally involved in the planning, operation and maintenance of the project including a member of our own township park commission. The township and city are in such close proximity that the pool is very important to both, and the residents of both will significantly benefit from the approval of the grant application.

On behalf of all of the citizens of The Charter Township of Ypsilanti, we wholeheartedly support this project and sincerely hope that you will approve the City of Ypsilanti's grant application.

Sincerely,

Sandy Andresen, Chair Charter Township of Ypsilanti Park Commission

11July 2011

Brenda Stumbo, Township Supervisor Ypsilanti Township 7200 S Huron River Drive Ypsilanti, MI 48197



Dear Brenda,

On behalf of the Friends of Rutherford Pool, we are writing to request support from Ypsilanti Township for \$10,000 to go toward the rebuilding of Rutherford pool, a critical resource that has existed in our community since 1971.

As you know, Rutherford Pool is a well-utilized facility serving a diverse range of community members from across the city, township, and county. Through previous year's records (we no longer track this data) more than a third of the pool users come from the Township. Rutherford offers two-week swim lessons throughout the summer, which are the only public swim lessons offered in the area. General swim, offered every afternoon in the summer, brings an ethnically and socioeconomically diverse group of hundreds of swimmers daily. Every evening Rutherford Pool offers family swim, which an average of fifty families attending daily. At peak season, daily attendance at Rutherford Pool averages nearly 350 people daily, with some days over 500. Pool visits in 2010 totaled approximately 15,000.

Rutherford Pool was built in 1971 and is a Chesterfield Aluminum walled pool. In the mid-1990s, a vinyl liner was installed over the aluminum framework to help sustain its life. A Chesterfield pool has a typical life span of twenty-five years. With close attention to annual repairs and the addition of the liner, the life span has been stretched to nearly forty years.

Unfortunately, we are nearly certain the pool will not open next season. It is suffering from excessive water leakage, major pipe corrosion, deck trip hazards, liner tearing, leaking drains, and damage to the electric pump from flooding; it is also sinking in several places. In recent years, unforeseen mechanical problems has resulted pool shutdowns of several days to several weeks. This year there was such excessive damage to the liner, we did not think we could open the pool for the season. Additionally the mechanicals, piping and decking just barely passed inspection; both of these factors signal that the pool will not re-open for another season.

Over the past two years, two pool companies, the natatorium Staff at EMU and the City of Ann Arbor Pool Staff have all assisted in providing condition assessments of the pool. They have concluded that to repair the existing pool would be a time consuming and expensive process. The repairs would be unpredictable as to how long they would hold or if and when new leaks would develop. They all recommend that we completely replace the pool with an engineered, cast-in-place concrete structure with stainless steel gutter system. Working closely with the pool company highly recommended by Eastern Michigan University, Baruzinni Construction, we have come up with a plan to construct a new pool that is approximately the same square footage as existing pool, with a shallower 8' depth in deep end. This design also includes a 1000 square foot zero-entry offset area with interactive feature, lights, and bench with jets. Such a design will allow universal accessibility. The construction also includes state-of-the-art mechanical, pump and sand filtration systems, all which will create efficiencies in operation that will save thousands of gallons of water weekly, as well as chemical & heating costs.

Below is the budget for the pool rebuild.

Item	Cost
Demolition and removal of the existing pool	\$20,000.00
Replacement of the existing deck	\$40,000.00
Remainder complete pool package (detail in Attachment)	\$463,000.00
TOTAL	\$523,000.00

Moreover, our total fundraising goal is \$600,000, which includes additional money for fencing and Universal ADA components (\$27,000), a maintenance fund (\$25,000) and the start of an endowment fund (\$25,000).

On April 1, 2011 we made a \$300,000 grant request to the State Department of Natural Resources through the Michigan Natural Resources Trust Fund (NRTF). As part of the NRTF match requirement, we must secure a total of \$223,000 by September 30<sup>th</sup> to qualify. So far, we have raised a total of **\$168,500** towards that goal, with the following commitments:

- Buhr Family Foundation: \$45,000 (awarded May 2011)
- James A. and Faith Knight Foundation: \$45,000 (awarded May 2011)
- Individual Donors: \$78,500

Additionally we have the following pending requests:

- Ypsilanti Fund of the Ann Arbor Area Community Foundation: \$10,000
- Youth Council, Ann Arbor Area Community Foundation: \$20,000

On July 26, 2011 we are hosting a community kick-off event at EMU President Sue Martin's House. We invited over 300 community members from across the County, many of whom have contributed to capital projects, including Corner Health and the Wasthenaw Red Cross Headquarters. We are hoping that attendees to our event will be interested in supporting this project.

Finally we are looking to local municipalities to support the project.

• The City of Ypsilanti has made the NRTF grant application. The City should will be voting July 19<sup>th</sup> on an agreement with Friends of Rutherford Pool. The agreement includes a commitment to officially employing the staff, in order to help maintain immunity as well as keep up the pool grounds. They will also begin discussing support on the demolition aspect of the project, reaping a significant cost savings to our proposed budget.

- Ypsilanti Township Park Commission voted unanimously on April 11, 2011 to establish a formal collaboration with the City of Ypsilanti in support of the City's grant application to rebuild the pool. We are now requesting your direct monetary support through this letter.
- We have met with Bob Tetens from the County Parks and Recreation in June to discuss a couple of key ways they can help support our grant request to the DNR.

As you know, the Rutherford Pool project is compelling on many levels. It has been a vital community resource and gathering place for nearly 40 years. With the current state of recreation in our community, it is one of the few places children and youth can go during the summer to have safe, supervised recreational opportunities. Families and individuals from all walks of life gather at the pool daily representing a diverse cross section of our area. The cost and accessibility are not comparable to any other aquatic facility across the county. We hope that you will join us in taking steps to ensure that this vital asset is maintained for the community to enjoy for decades to come.

We thank you in advance for your consideration.

Sincerely,

John Weiss Friends of Rutherford Pool Ypsilanti boasts an amazing community asset where, <u>for forty years</u>, children, families, seniors and the broader community have gathered to enjoy their precious summer days. <u>But its days are numbered</u>. Please join us for appetizers and drinks at the EMU University House to hear about this threatened community treasure, the progress that is being made to save it, and how you can help.

## Tuesday, July 26th, 5:30-7pm

EMU University House, 790 N. Hewitt, Ypsilanti

### Keep summer sacred (and safe)

#### RSVP by email or phone to either:

John Weiss: weissjk@umich.edu,734.649.1266, or Lisa Wozniak: lkwozniak@gmail.com, 734.634.9173

#### Campaign for Rutherford Pool Committee

David Bates President, Ypsilanti School Board Michael DeBacker, MD & Laura Williams DeBacker, MD Rachel Egherman & Brian Tell Heidi Salter-Ferris Don Ferris Matt & Rene Greff Melanie Herron Kristin Judge County Commissioner Patrick McLean WCC Trustee Ronnie Peterson County Commissioner Kirk Profit Joel Rutherford David Rutledge State Representative Paul Schreiber Mayor of Ypsilanti Cathy Thorburn Rebekah Warren State Senator Alma Wheeler Smith John Weiss Lisa Wozniak Lisa Zuber

# FRIENDS OF RUTHERFORD

Congressman John Dingell EMU President Sue Martin Rene and Matt Greff Kirk Profit Representative David Rutledge Commissioner Conan Smith Senator Rebekah Warren and Alma Wheeler Smith

invite you to help her stay afloat

#### CAMPAIGN FOR RUTHERFORD POOL COMMITTEE

David Bates Michael DeBacker, MD and Laura Williams DeBacker, MD Rachel Egherman & Brian Tell Heidi Salter-Ferris Don Ferris Matt and Rene Greff Melanie Herron Kristin Judge, County Commissioner Patrick McLean, WCC Trustee Ronnie Peterson, County Commissioner Kirk Profit Joel Rutherford David Rutledge, State Representative Paul Schreiber, Mayor Cathy Thorburn Rebekah Warren, State Senator Alma Wheeler Smith John Weiss Lisa Wozniak Lisa Zuber

# Say Yes!

Friends of Rutherford Pool needs volunteers, pledges and gifts.  $\Box$  Yes, I am ready to make a gift (or pledge). □ Yes, I know someone else who might like to support.  $\Box$  Yes, I would like to help with the campaign.

> To make a gift or pledge or for more information, please contact John Kenneth Weiss 734.480.1823 weissjk@umich.edu

#### WHY YPSILANTI NEEDS A NEW





friends of rutherford pool 2011 case statement



"Rutherford pool has been a great place to bring the Ypsilanti community together. It is place of refuge for many kids during those hot summer days. It's really one of the few recreational areas in the City of Ypsilanti that offers fun and enjoyable physical activity to people of all ages." Jenn Kinch, Ypsilanti resident

#### Why a Community Pool?

Recreation enriches the quality of life in a community and nurtures the health and well-being of its citizens, its environment, and its economy. Recreation, and in particular facilities like a public pool, must be an integral part of Ypsilanti's image, character, and quality of life. Specifically, the benefits of maintaining a public facility for swimming include:

- Providing affordable recreation for youth from all socioeconomic backgrounds.
- Connecting people of all ages, incomes, backgrounds, and abilities.
- Promoting physical fitness, self-improvement and water safety.
- Attracting businesses and residents to the city.

Rutherford Pool is a well-utilized facility serving a diverse range of community members from across the city, township, and county. Rutherford offers two-week swim lessons for beginners, intermediates, and advanced swimmers daily and on Saturdays throughout the summer, which are consistently full with over seventy children participating daily. Lessons for adults are also offered. The Ypsilanti Senior Citizens program at the Community Center use the pool for daily exercise classes. Tot Splash runs six times a week and allows parents to interact with their babies in the water. General swim, offered every afternoon in the summer, brings an ethnically and socioeconomically diverse group of hundreds of swimmers daily. The YMCA, the Boys and Girls clubs and other youth organizations and clubs have used the pool as part of their programming. Every evening Rutherford Pool offers family swim, which an average of fifty families attend daily.

An affordable pool is important for recreation, exercise, and community building, but it also allows children to learn how to be safe in the water. Nine people drown each day in the United States. In ethnically diverse communities, the youth downing rate is two to three times higher than the national average. While about one-third of Caucasian children from non-swimming families go on to learn to swim, less than one-tenth of children in non-swimming African American families learn to swim.

#### Background and Need

In the face of severe budget shortfalls, in 2003 the City of Ypsilanti completely eliminated operations funding for recreation. This created a recreation crisis in the city. As a result, over the past seven years a volunteer "friends" group formed to help renovate or sustain Rutherford Pool, the Freight House, the Parkridge Community Center, and the Senior Citizens' Center. Additionally, private individuals and organizations, including Eastern Michigan University, have come forward to help sustain recreation services in the city.

Community members created Friends of Rutherford Pool (FORP) in 2003 to ensure that the pool would stay open and continue to serve the community. FORP helped secure a matching grant from the Ann Arbor Area Community Foundation for facilities and operations and assumed management of the day-to-day operations of the pool. Through volunteer efforts and more effective management of resources, FORP was able to maintain the pool at less than half the cost previously expended by the City of Ypsilanti. The pool budget essentially broke even in each



of the last six summers, allowing children and families from Ypsilanti and the eastern half of Washtenaw County to enjoy the only public pool in the area.

Rutherford Pool was built in 1971 and is a Chesterfield Aluminum walled pool. In the mid- 1990s, a vinyl liner was installed over the aluminum framework to help sustain its life. A Chesterfield pool has a typical life span of twenty-five years. With close attention to annual repairs and the addition of the liner, the life span has been stretched to nearly forty years.

The pool is suffering from excessive water leakage due to major pipe corrosion, a worn liner and leaking drains and gutters. Much of the custom aluminum plumbing in the pump and filtration system is so worn that the pipe walls are paper thin in places. The pool deck has become uneven presenting many trip hazards as well as being an obstacles to some handicapped patrons. Each winter the pool liner is compromised by extensive tearing and in the spring must undergo extensive patching. The pool liner has become so fragile that it is no longer practical to patch it. The pool itself has shifted so that the Northeast corner is lower than the rest of the pool compromising the filtration system. In recent years unforeseen mechanical problems from the pump, motor, and electrical system have resulted the pool having to be closed for periods of days and weeks at a time. The pool is literally patched together and repairs have become more frequent and expensive each year. It is no longer practical to operate this pool and the city will close the pool permanently at the end of the 2011 season.

Over the past two years, two pool companies, the Natatorium Staff at EMU and the City of Ann Arbor Pool Staff, have assisted in providing condition assessments of the pool. They have all concluded that to repair the existing pool would be a time consuming and expensive process. The repairs would be unpredictable as to how long they would hold or if and when new leaks would develop. They all recommend that we completely replace the pool with an engineered, cast in place concrete structure with stainless steel gutter system.

#### The Way Forward

Working closely with the pool company highly recommended by Eastern Michigan University, FORP has developed a plan to construct a new pool that is approximately the same square footage as existing pool, with a shallower 8 foot depth in the deep end. This design also includes a 1000 square foot zero entry offset area with interactive features, lights, and a bench with jets. Such a design will allow universal accessibility. The construction also includes state of the art mechanical, pump and sand filtration

systems, all which will create efficiencies in operation that will save thousands of gallons of water weekly and will reduce chemical and heating costs.

Phase I is to replace the existing pool and to build a small endowment for replacement costs and reserve. The total budget for this rebuild and reserve is \$600,000. A Phase Il will be instituted after the pool rebuild and will include major bath house renovations and other possible pool additions and amenities.

Reliance on a diverse portfolio of funding sources with a public fundraising campaign is the appropriate approach for raising the \$600,000 necessary for Phase I. An estimated breakdown of funding sources includes:

Michigan Natural Resources Trust Fund	\$ 300,000
Contributions from individuals	\$ 150,000
Foundation grants	\$ 100,000
Corporate sponsorships/Special Events	\$ 25,000
In-kind contributions (donated labor/materials)	\$ 25,000

#### TOTAL

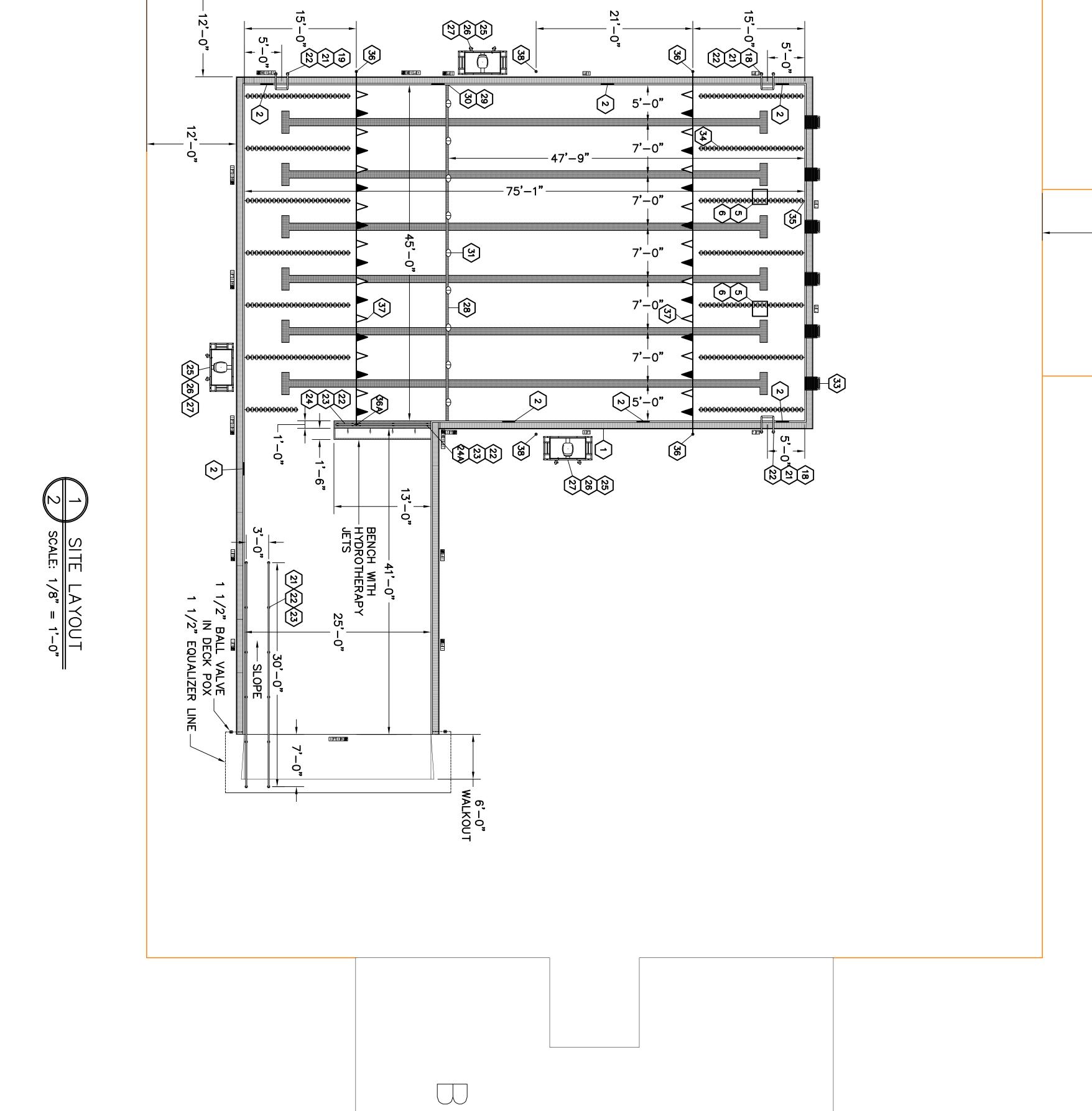
\$ 600,000

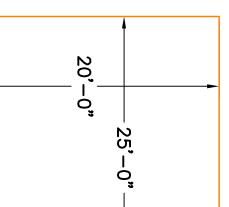
#### Campaign Funds Raised to Date

In the silent phase of the Campaign, the following individuals have made pledge commitments totaling \$73,500

- Bradford and Lydia Bates
- David Bates
- Bill Fennel
- Heidi Ferris Salter and Don Ferris
- Matt and Rene Greff
- Lucille Holliday
- Patrick McLean and Angela Scott
- Cathy Thorburn
- Brian Tell and Rachel Egherman
- Fae Weiss
- John and Sarah Weiss
- Lisa Wozniak and Kenny Simon

Grants have been received from the Buhr Foundation (\$45,000) and the James A. & Faith Knight Foundation (\$45,000); requests are pending with the Michigan Natural Resources Trust Fund (\$300,000) and Ypsilanti Area Community Fund of the Ann Arbor Area Community Foundation (\$10,000).





RO	
Ř	
Ħ F	
S.C.	
ROCK HILL, S.C. 29730	



CITY OF YPSALANTI YPSALANTI, MI

DRAWN BY

RHE

DATE

SITE LAYOUT

3/28/11 DRAWING NO. PL-3659-3

PRELIMINARY DRAWINGS FURNISHED BY PADDOCK ARE INTENDED TO ILLUSTRATE THE PROPER ORIENTATION AND PERFORMANCE OF PADDOCK EQUIPMENT. PADDOCK DOES NOT ASSUME FINAL RESPONSIBILITY FOR CONFORMITY TO APPLICABLE BUILDING CODES OR LOCAL HEALTH DEPARTMENT REGULATIONS. REVISION DESCRIPTION

BY

DATE

REV



March 28, 2011

## **Attachment 3 - Proposal**

Rutherford Municipal Pool Renovation (Phase I) Ypsilanti, Michigan 48197

Applicable construction requirements to the following standards and codes are to be applied to the proposal.

- National Spa and Pool Institute (NSPI)
- National Sanitation Foundation (NSF)
- Michigan Department of Public Health (MDEQ)
- American Society for Testing and Materials (ASTM)
- National Electric Code (NEC)
- ADA Compliant

#### Scope of Work

- 1) Provide a complete pool package. To include construction drawings submitted to all local and State (MDEQ) departments.
- 2) Use the following guidelines as minimum requirement for the construction materials and equipment. Note that the filter system provides superior filtration along with significant water savings.
  - Responsible for all demolition of existing pool and filtration equipment.
  - Responsible for excavation, removal of spoils, backfill, and engineered compacted fill.
  - Cast in place concrete structure to be tested with a minimum strength of 4000 pounds.
  - Paddock stainless steel perimeter overflow system.
  - Ceramic tile targets, lap lanes, 2" contrasting trim tile on benches, steps, and shallow to deep floor transition... Interior finish to be marcite with bond coat properly applied prior to finish.
  - Concrete deck with ceramic depth markers.
  - All necessary structural and piping water-stops to be shown on construction documents with material specifications submitted.
  - Mechanical Equipment:
    - 1. Pool filtration and therapy jet pumps.
    - 2. Jet pump to operate a minimum of 6 jets in the shallow offset area.
    - 3. Paddock Industries Compak vacuum sand filtration system.
    - 4. Provide and install 990, 000 BTU pool heat system with inline thermometers.
    - 5. Automatic PPG chlorinator.
    - 6. Acid feed pump and double containment tank.

July 13, 2011 Page 2

- 7. Automatic Chemical feed system for chlorine and pH. System must have safety flow switch.
- 8. Filter and Backwash line flow meters.
- 9. Stainless steel -30 to 60 PSI liquid filled gauges on the suction and discharge of each pump.
- PVC with 316 stainless steel stem butterfly valves on piping 3" or greater (George Fisher or equal). PVC tru-union ball type for piping less than 3" (George Fisher or equal).
- 3) 1000 square foot zero entry offset area with interactive feature, lights, and bench with jets.
- 4) Provide all necessary deck, maintenance, and safety equipment to operate the pool and conform to MDEQ requirements.
  - 1. Complete pool vacuum system
  - 2. 2 stainless steel handrails (.065 wall thickness).
  - 3. Complete DPD Taylor Test Kit (2005).
  - 4. Safety equipment package
  - 5. Jet timer and emergency stop

Baruzzini Construction is pleased to propose the following removal and replacement of the Rutherford Municipal Pool.

Demolition and removal of the existing pool for the sum of ------\$20,000.00 Replacement of the existing deck for the sum of ------<u>\$44,000.00</u>

Total including complete pool package as stated above for the sum of ------\$523,000.00

# **OTHER BUSINESS**

**Hydro Station** 

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



7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 368-4169 Fax: (734) 544-3626 www.ytown.org

Date: June 30, 2011

To: Nancy Wyrybkowski, Deputy Clerk

CC: Karen Lovejoy Roe, Clerk Brenda Stumbo, Supervisor Jeff Allen, RSD Director Travis McDugald, IS Manager

From: Michael Saranen, Hydro Operator

Subject: Edison Tone Equipment

I would like to discuss and if possible take action at the next board meeting to take the first steps to reduce communication costs and work towards transferring maintenance and monthly cost to DTE.

Under the current agreement the Township has to pay for two communication circuits to the Edison's Substations. For 2011 that is about \$600/mo (\$7,200 for 2011). AT&T is increasing the cost for this service by \$600/yr (for the past 2 years, higher in previous years). By 2015 the Township will likely be paying \$9,600/yr and by 2028 likely reach \$17,000/yr. With taking into consideration of inflation the monthly service will cost \$221,000 for the reminder of the DTE contract.

Talking with the IS Manager and DTE, upgrading the communications to Fiber Optics would be best solution to meet the current technology. By upgrading to fiber optics Edison also assumes responsibility for maintenance and monthly cost.

DTE has provided a rough estimate of \$112,000 to convert to fiber. This does not include any cost if existing equipment can't be interfaced.

**Hydro Station** 

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



7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 368-4169 Fax: (734) 544-3626 www.ytown.org

Date: July 11, 2011

To: Nancy Wyrybkowski, Deputy Clerk

CC: Karen Lovejoy Roe, Clerk Brenda Stumbo, Supervisor Jeff Allen, RSD Director

From: Michael Saranen, Hydro Operation Manager

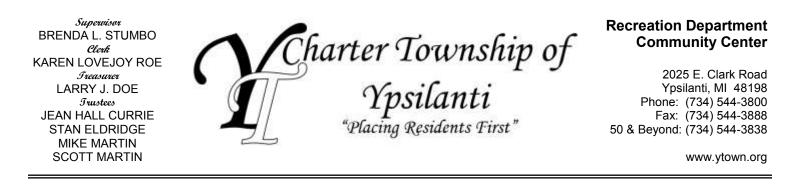
Subject: Authorization for UIS to install radio communication equipment

I am requesting the Township Board to waive the purchasing policy and authorize UIS Programmable Service of Ypsilanti to install radio-communication equipment at the Hydro Station and at YCUA (State St.). This is the same technology used by YCUA at their lift and pumps stations.

Currently, YCUA monitors the Hydro Dam for operation alarms and ensures follow-up with the operators as alarms occur. We anticipate this equipment to enhance this communication.

The Station currently uses a telephone line provided by AT&T so YCUA can monitor the Hydro Station. By upgrading this to radio based equipment we can reduce utility cost going forward. Additionally, radio based equipment eliminates the electrical spike hazard associated with hard wire phone lines. A few years ago the Hydro Station was hit by a telephone spike which caused about \$5,000 in damage.

Funding for this project will come from line item #252.252.000.977.000 in the amount of \$ 8,357.00.



**TO:** Ypsilanti Township Board of Trustees

FROM: Art Serafinski, CPRP, CPSI, Director

**DATE:** July 11, 2011

# **RE:** Board Agenda Item: Consideration of constructing a gatehouse at Ford Heritage Park

I would like to respectfully request that the Board consider constructing a small gatehouse with a restroom at the entrance of Ford Heritage Park. This is an item that has been discussed for the past several years. Some of the benefits it could realize would be additional revenue generated by the users of the park and better security during the times the park is staffed. It would also provide an avenue for us to pursue bringing in water and sewer service into the park while ordinance #2010-403 (an ordinance extending the waiver of benefit charges for water and sewer connections as defined in Chapter 62, Article II, Section 26 of the Charter Township of Ypsilanti Code of Ordinances) is in effect.

Please place this item on the next available Board meeting agenda for consideration. Should you have any questions, please contact me at your convenience. I also plan on being at the Board meeting to answer any questions that might arise.

Thank you for your consideration.