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

October 18, 2011

Work Session – 6:00 p.m. Regular Meeting – 7:00 p.m.

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



WASHTENAW COUNTY Office of the Sheriff



JERRY L. CLAYTON

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

MARK A. PTASZEK UNDERSHERIFF

- To: Brenda Stumbo, Ypsilanti Township Supervisor
- From: Dieter Heren, Police Services Commander
- Cc: Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board
- Date: October 11, 2011
- Re: September 2011 Police Information

In September 2011 we had 2,267 calls for service in Ypsilanti Township, which are approximately 5% fewer calls for service than in 2010.

During the month special enforcement initiatives took place:

- On September 1st and 13th five (5) different locations were cited for illegal sales of alcohol and tobacco.
- A September 20th boom box enforcement detail resulted in 11 citations.
- In conjunction with the Ypsilanti Police Department, on September 29th a prostitution enforcement initiative resulted in the arrests of six (6) males for solicitation.

Road patrol deputies made numerous arrests for Home Invasion in September. Arrests were made for Home Invasions occurring in the following areas:

- 1500 block of E. Clark on September 7th
- Riley Court Apartments on September 17th
- 1100 block of Walnut on September 18th
- 900 block of Hawthorne on September 19th
- 1800 block of Emerson and the 2000 block of George on September 27th

Distinctive, but correlated efforts are taking place to continue to improve the quality of life within Ypsilanti Township:

- Various controllers (such as landlords, apartment managers, or business owners) of problem locations have been invited in to the weekly police meeting to discuss and strategize how to deal with on-going issues at the location they are in control over. Meeting participants include the Sheriff's Office, Ypsilanti Twp. elected officials, Mike Radzik and the Ypsilanti Twp. attorney's Office.
- Two deputies have developed a document to facilitate communication between the police and rental property landlords, who may be unaware of various issues taking place at their property.
- The anti-violent crime team conducted several more search warrants during the month and was able to utilize the aforementioned form to assure the controller of the property was cognizant of the activity taking place.

These efforts are examples of the Total Policing philosophy that we continue to evolve.

DEPARTMENTAL REPORTS

14-B District Court Revenue Report for the Month of of September 2011

General Account

Account Number Due to Washtenaw County (101-000-000-214.222)		<u>\$1,521.95</u>
Due to State Treasurer		
Civil Filing Fee Fund (MCL 600.171): State Court Fund (MCL 600.8371): Justice System Fund (MCL 600.181): Juror Compensation Reimbursement Fund: Civil Jury Demand Fee (MCL 600.8371): Drivers License Clearance Fees (MCL 257.321a): Crime Victims Rights Fund (MCL 780.905): Judgment Fee (Dept. of Natural Resources):	\$20,552.00 \$1,350.00 \$10,354.00 \$20.00 \$0.00 \$900.00 \$2,357.49 \$0.00	
Due to Secretary of State	Total:	<u>\$35,533.49</u>
Due to Secretary of State (101-000-000-206.136)		<u>\$900.00</u>
Due to Ypsilanti Township		
Court Costs (101-000-000-602.136): Civil Fees (101-000-000-603.136): Probation Fees (101-000-000-604.000): Ordinance Fines (101-000-000-605.001): Bond Forfeitures (101-000-000-605.003): Interest Earned (101-000-000-605.004): State Aid-Caseflow Assistance (101-000-602.544): Bank Charges (Expense - 101.136.000.957.000):	\$33,621.94 \$35,717.00 \$4,101.66 \$6,114.00 \$715.00 \$21.10 \$0.00 (\$441.10)	
	Total:	<u>\$79,849.60</u>
Total to General Account - (101.000.000.004.136): <u>Escrow Account</u> (101-000-000-205.136)		\$117,805.04
Court Ordered Escrow: Garnishment Proceeds: Bonds: Restitution:	\$5,573.00 \$148.17 \$11,335.00 \$3,522.96	
Total to Escrow Account - (101.000.000.205.136):		<u>\$20,579.13</u>

14-B District Court

Monthly Disbursements

September 2011

Revenue received as a Fine for violation of a State Statute is disbursed to the Washtenaw County Treasurer, for library purposes.

Revenue received as a Fine for violation of a Township Ordinance and all Court Costs are disbursed to the Ypsilanti Township Treasurer. Local revenue also includes Probation oversight fees and Bond Forfeitures.

Revenue received as State Filing Fee, State Court Fund, Justice System Fund, Juror Compensation, Crime Victims Rights Fund and Dept. of Natural Resources Judgment Fee is forwarded to the State Treasurer.

Money received as Garnishment Proceeds, Criminal Bonds, Restitution, and Court Ordered Escrow are deposited in the Escrow Account of the Court.

All other revenues are transferred to the Ypsilanti Township Treasurer.

September 2011 Disbursements:

Washtenaw County:	\$ 1,521.95
State of Michigan:	\$ 35,533.49
Secretary of State:	\$ 900.00
Ypsilanti Township Treasurer:	\$ 79,849.60

TOTAL: \$117,805.04

		Year to Date	
	F	Prior Year Compariso	n
Month	Revenue	Revenue	
	2010	2011	
January	\$78,790.17	\$85,374.84	
February	\$111,252.70	\$100,496.55	
March	\$121,161.65	\$93,475.20	
April	\$98,546.23	\$84,227.15	
Мау	\$76,483.46	\$79,500.06	
June	\$100,149.18	\$83,319.22	
July	\$79,343.78	\$59,948.40	
August	\$97,825.96	\$68,626.52	
September	\$95,457.15		
October	\$88,730.98		
November	\$64,348.15		
December	\$63,265.71		
Caseload	14,212		
Standardization			
Payment:		\$45,724.00	
Year-to Date			
Totals:		\$700,691.94	
Expenditure			
Budget:			
Difference:			

				BUILDING	6 D	EPARTI	ИE	NT MON	ΤН	LY REPO	ORT - S	Sept	eml	ber, 2011	1		
Permit Type	Jan	Feb	Mar	April		Мау		June		July	Aug	J		Sept	Oct	Nov	Dec
Building	34	43	158	132		98		125		286		164		95			
	\$ 7,637	\$ 5,270	\$10,251	\$14,959	\$	12,823	\$	18,000	\$	14,884	\$ 18,3	391	\$	10,504			
Electrical	19	18	15	36		39		26		23		42		30			
	\$ 1,545	\$ 1,275	\$ 1,260	\$ 2,355	\$	2,760	\$	1,600	\$	1,380	\$ 3,7	' 45	\$	1,740			
Mechanical	58	33	36	30		54		57		39		41		42			
	\$ 3,594	\$ 1,635	\$ 1,785	\$ 3,735	\$	3,060	\$	3,566	\$	1,890	\$ 2,5	565	\$	2,555			
Plumbing	25	24	25	35		34		30		30		20		23			
	\$ 1,455	\$ 1,470	\$ 1,755	\$ 1,845	\$	2,160	\$	1,995	\$	1,770	\$ 1,3	365	\$	1,320			
Zoning	2	1	1	12		18		17		8		19		9			
	\$90	\$ 45	\$ 45	\$ 540	\$	810	\$	765	\$	360	\$ 8	355	\$	450			
Sub Totals	138	119	235	245		243		255		386		286		199			
	\$ 14,321	\$ 9,695	\$15,096	\$23,434	\$	21,613	\$	25,926	\$	20,284	\$ 26,9	921	\$	16,569	\$ -	\$ -	\$ -
TOTAL YTD			. ,		-									73,859	-		
2010																	
PERMIT TYPE	Jan	Feb	Mar	April		May		June		July	Aug	1		Sept	Oct	Nov	Dec
Building	60	35	76	. 86		101		113		93		86		112			
	\$ 9,412	\$ 8,480	\$11,744	\$12,686	\$	15,529	\$	14,869	\$	14,121	\$ 21,1	03	\$	15,592			
Electrical	19	19	35	28		26		26		41		29		42			
	\$ 1,440	\$ 1,680	\$ 2,355	\$ 2,610	\$	1,935	\$	2,160	\$	3,840	\$ 1,7	785	\$	2,790			
Mechanical	43	41	50	45		34		38		54		41		76			
	\$ 2,775	\$ 2,665	\$ 3,090	\$ 2,866	\$	2,388	\$	2,250	\$	3,000	\$ 2,2	250	\$	4,590			
Plumbing	34	41	43	32		21		29		40		49		38			
	\$ 1,875	\$ 2,745	\$ 2,595	2,430	\$	1,350	\$	1,890	\$	3,150	\$ 3,5	555	\$	1,995			
Zoning	0	0	7	21		29		17		6		11		14			
	\$-	\$ -	\$ 315	\$ 990	\$	1,305	\$	765	\$	270	\$ 4	195	\$	630			
Sub Totals	156	136	211	212		211		223		234		216		282			
	\$ 15,502	\$ 15,570	\$20,099	\$21,582	\$	22,507	\$	21,934	\$	24,381	\$ 29,1	88	\$	25,597			
TOTAL YTD													\$1	96,360			
INSPECTIONS	Jan	Feb	Mar	April		May		June		July	Aug	1		Sept	Oct	Nov	Dec
Total 2011	319	238	280	311		371		369		319		, 411		. 349			
Total 2010	292	220	361	366		379		358		427		405		350			
Total 2009	323	315	340	337		350		372		440		401		463			
Total 2008	460	352	326	432		432		628		727		562		533			
Total 2007	419	363	395	511		511	_	549		554		608		584			
RENTAL INSPS	Jan	Feb	Mar	April		Мау		June		July	Aug			Sept	Oct	Nov	Dec
Total 2011	95	49	102	146		129		179		183		243		177			
Total 2010	214	170	139	216		223		158		264		179		212			
Total 2009		(Beg	gan trackin	g separate	re	ntal insp	ect	tion totals	5 O	ct, 2009)							

DOMESTIC VIOLENCE PROSECUTION REPORT September 2011

<u>To</u>: Township of Ypsilanti Board of Trustees <u>From</u>: McLain & Winters, Attorneys for the Charter Township of Ypsilanti <u>Date</u>: October 7, 2011

Dear Board Members:

The following represents the Township Prosecuting Attorney's report regarding domestic violence activity for the months of September 2011:

	September 2011	Year to Date (2011)	Statistics for 2010	Statistics Since 10/1999
Cases Submitted	29	216	265	3162
Cases Authorized	9	83	92	1294
Cases Denied	18	102	153	168
Cases Furthered	2	25	17	227
Cases Sent to the County	0	6	4	67
Defendant FTA-BW Requested	7	18	16	200
Pre-Trials Held	8	102	121	1673
Motions	0	7	3	37
Convictions-Total	3	33	31	837
Convictions-By Plea	3	27	25	
Convictions-By Trial	0	8	6	
Acquittals	0	4	6	79
All Dismissals	3	51	47	479
Cases Reauthorized	0	16	14	187
Cases Not Reauthorized	3	29	38	237
Deferrals Considered	8	57	47	480
Conviction Rate*	100%	89.1%	84%	91.4%

* Based upon all cases taken to a conclusion

Respectfully Submitted,

McLain & Winters

YPSILANTI TOWNSHIP FIRE DEPARTMENT

MONTHLY REPORT

SEPTEMBER 2011

Fire Department staffing levels are as follows:

1 Fire Chief	1 Interim Fire Marshal	3 Shift Captains
3Shift Lieutenants	18 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 314 requests for assistance. Of those requests, 237 were medical emergency service calls, with the remaining 77 incidents classified as non-medical and/or fire related.

Department activities for the month of September, 2011:

- 1) The Public Education Department participated in the following events:
 - a) Fire Safety & Truck demonstration at the Aspen Chase Apartments
 - b) Fire Safety & Truck demonstration at Bethesda Bible Church
 - c) Fire Safety & Truck demonstration at Ypsilanti District Library
 - d) Attended the 9-11 Appreciation luncheon held at the Recreation Center by the Senior Citizens
 - e) Attended the flag-raising ceremony held at Kaiser Elementary School
 - f) Car seat fittings
 - g) Issued 4 smoke alarms to 2 addresses: 2791 Appleridge (2) and 1052 Zephyr (2)
- 2) Fire fighters attended 20 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 County Tech Rescue training
 - d) Confined Space Ops training

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

- 1) Inspections / Testings completed:
 - a) Fire Safety complaints: 2
 - b) Fire Sprinkler flow tests: 1
 - c) Site Inspections: 5
 - d) Burn Permit inspections / permits issued: 1
 - e) Plan Reviews: 6
 - f) Code enforcements: 2

- 2) Attended 6 meetings:
 - a) 2 Preconstruction meetings
 - b) 2 Washtenaw County HazMat Team meetings
 - c) Certified Fire Inspectors conference in Lansing, MI
 - d) State of Michigan Firemens Memorial ceremony in Roscommon, MI

The Fire Chief attended 11 meetings / events for the month of September, 2011:

- 1) WAMAA Fire Inspectors meeting
- 2) Certified Fire Inspectors conference in Lansing, MI
- 3) 9-11 ceremony at Bethesda Bible Church
- 4) 9-11 ceremony at the State of Michigan House of Representatives in Lansing, MI as a guest of Representative Rutledge
- 5) Ypsilanti / Willow Run School Districts consolidation meeting
- 6) Joe Dulin Community Day in the City of Ypsilanti
- 7) Community Action Board meeting
- 8) Mutual aid meeting with new Fire Chief for Pittsfield Township
- 9) Mutual aid meeting with Fire Chief for Superior Township
- 10) Neighborhood Watch meetings = 2

There were 0 injuries and 0 deaths reported this month for civilians.

There were 0 injuries and 0 deaths reported this month for fire fighters.

This month the total fire loss, including vehicle fires, is estimated at *\$0.00*. All occurred at the following locations:

DATE OF LOSS	ADDRESS	EST	IMATED LOSS
1) 09/02/2011	608 Villa Drive	\$	0.00 (dumpster)
2) 09/03/2011	WB I-94 / mm 186	\$	0.00 (brush)
3) 09/03/2011	2321 Ellsworth	\$	0.00 (dumpster)
4) 09/05/2011	2190 W Michigan	\$	0.00 (vehicle)
5) 09/09/2011	260 Stevens Dr # 204	\$	0.00 (cooking)
6) 09/12/2011	9571 Endicott Lane	\$	0.00 (cooking)
7) 09/12/2011	8303 Conover	\$	0.00 (mutual aid – Augusta Twp)
8) 09/12/2011	890 S Grove	\$	0.00 (vehicle)
9) 09/16/2011	1455 Chestnut Dr #16	\$	0.00 (cooking)
10) 09/18/2011	7055 Stony Creek	\$	0.00 (trash)
11) 09/21/2011	150 Stevens Dr # 203	\$	0.00 (cooking)
12) 09/23/2011	2125 Golfside	\$	0.00 (cooking)

Respectfully submitted by,

Rhonda Bates, Clerk

Charter Township of Ypsilanti Fire Department

Attachment: Fire House Incident Type Report (Summary) 09/01/2011 - 09/30/2011

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between $\{09/01/11\}$ And $\{09/30/11\}$

		Pct of	Total	Pct of
Incident Type	Count	Incidents	Est Loss	Losse
	1	0.32%	\$0	0.00
	1	0.32%	\$0	0.00
l Fire				
113 Cooking fire, confined to container	5	1.59%	\$0	0.00
121 Fire in mobile home used as fixed residence	1	0.32%	\$0	0.00
131 Passenger vehicle fire	1	0.32%	\$0	0.00
138 Off-road vehicle or heavy equipment fire	1	0.32%	\$0	0.00
142 Brush or brush-and-grass mixture fire	1	0.32%	\$0	0.00
150 Outside rubbish fire, Other	1	0.32%	\$0	0.00
154 Dumpster or other outside trash receptacle	fire 2	0.64%	\$0	0.00
	12	3.82%	\$0	0.00
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	15	4.78%	\$0	0.00
311 Medical assist, assist EMS crew	30	9.55%	\$0	0.00
321 EMS call, excluding vehicle accident with i		54.46%	\$0 \$0	0.00
322 Motor vehicle accident with injuries	9 11 11 11 11 11 11 11 11 11 11 11 11 11	2.87%	\$0 \$0	0.00
324 Motor Vehicle Accident with no injuries	12	3.82%	\$0 \$0	0.00
	237	75.48%	\$0	0.00
4 Hazardous Condition (No Fire)				
411 Gasoline or other flammable liquid spill	1	0.32%	\$0	0.00
412 Gas leak (natural gas or LPG)	1	0.32%	\$0	0.00
422 Chemical spill or leak	1	0.32%	\$0	0.00
424 Carbon monoxide incident	2	0.64%	\$0	0.00
441 Heat from short circuit (wiring), defective		0.32%	\$0	0.00
444 Power line down	4	1.27%	\$0	0.00
445 Arcing, shorted electrical equipment	2	0.64%	\$0	0.00
	12	3.82%	\$0	0.00
5 Service Call 500 Service Call, other	2	0.64%	\$0	0.00
500 Service Call, Other 510 Person in distress, Other	∠ 3	0.96%	\$0 \$0	0.00
510 Person in discress, Other 531 Smoke or odor removal	2	0.98%	\$0 \$0	0.00
531 Smoke of odor removal 553 Public service		0.84%		0.00
	1	0.32%	\$0 ¢0	
561 Unauthorized burning	1	0.320	\$0	0.00

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between $\{09/01/11\}$ And $\{09/30/11\}$

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
	9	2.87%	\$0	0.00
6 Good Intent Call				
600 Good intent call, Other	1	0.32%	\$0	0.00
611 Dispatched & cancelled en route	20	6.37%	\$0	0.00
622 No Incident found on arrival at dispatch addr	ess 2	0.64%	\$0	0.00
631 Authorized controlled burning	1	0.32%	\$0	0.00
651 Smoke scare, odor of smoke	2	0.64%	\$0	0.00
	26	8.28%	\$0	0.00
7 False Alarm & False Call				
700 False alarm or false call, Other	6	1.91%	\$0	0.00
733 Smoke detector activation due to malfunction	1	0.32%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	0.32%	\$0	0.00
736 CO detector activation due to malfunction	2	0.64%	\$0	0.00
743 Smoke detector activation, no fire - unintent	ionall		\$0	0.00
744 Detector activation, no fire - unintentional	1	0.32%	\$0	0.00%
	_	0.96%	\$0 \$0	0.00 ⁹
745 Alarm system activation no tire - unintentio	11a1 5 2	0.64%	\$0	0.00
745 Alarm system activation, no fire - unintentic 746 Carbon monoxide detector activation, no CO	<u>ک</u>			

Total Incident Count: 314

314

Total Est Loss:

\$0

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:** October 10, 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.

- Work is continuing with GDI on the implementation of the new time and attendance program. Deputy Supervisor Keen and I have met with GDI and updated final spreadsheets to begin loading information.
- Health Care Agent/Broker Presentations took place with recommendation going to the Board on October 4, 2011. Our benefit providers have been notified that Dennis Doelle from Marwil Associates will be our agent. Dennis is preparing information to bring back to the Township soon. Thank you letters went out to all agencies that submitted a proposal.
- Met with representative from Quantum Physical Therapy Centers here in Ypsilanti to arrange for therapy services. Township employees suffering work related injuries have begun receiving therapy treatment from Quantum and things seem to be going well. This will reduce time away from work and will be more convenient for employees.
- Completed Salary Survey from the Conference of Western Wayne and submitted information on Friday, September 16th.
- Completed the required EEOC bi-annual survey and submitted information on Thursday, September 29th.
- Prepared and posted information for the upcoming Fire Department Entry Level Application Process required every two years. The application period will be from Monday, October 17, 2011 Monday, October 31, 2011. Information is available on the Township web-site and has been posted with both the Ann Arbor News and Ypsilanti Courier.

• Met with Kathy Collins and Jack Slaven on their upcoming retirements.

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

Supervisor's 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) 481-0617 Fax: (734) 484-0002 www.ytown.org

TO: Township Board

FROM: Tammie Keen, Neighborhood Watch Coordinator

DATE: October 10, 2011

RE: October 2011 Report

We are continuing to see good attendance at Neighborhood Watch meetings and the number of groups is continuing to increase. In addition to the two new groups that came on board in September (the Pineview Subdivision and the Pointe at Island Lake), the Wingate Condominiums will begin meeting in October. We were also contacted by the Oakridge Apartments on Holmes Road and they are going to begin attending the Holmes Road meetings.

Guest Speakers

- 1. Attorney Angela King attended the Manufactured Home Communities meeting with me in September and discussed the rental inspection program.
- 2. Supervisor Stumbo attended the Sugarbrook and West Willow meetings for me. I had other meetings (Valley Drive and Clubview/Fairhills) at the same time.

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

Pineview Clubview/Fairhills Holmes Road Stevens Recreation Park Manufactured Home Communities Lincoln Huron Heights/Ridge Cliffs on the Bay Pointe at Island Lake Gault Village Valley Drive Lake Pointe Apartments Lay Gardens/Hannah Roundtree Oaklawn/Hawthorne Lakeview Westlawn

During this time period, approximately 58.75 hours were spent on Neighborhood Watch preparation, meetings and follow up and 116.50 hours were spent on duties within the Supervisor's Office and on payroll.

The following meetings are also scheduled in October:

West Willow Appleridge Huron Meadows Holmes Road Clark East Towers Wingate Condominiums Stevens Recreation Park Manufactured Home Communities Gault Village Sugarbrook Lake Pointe Apartments Lay Garden/Hannah Roundtree

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 September 2011

ACTIVITIES:	#	YTD	10 TD
NEW COMPLAINTS	382	2970	2877
INSPECTIONS	871	6458	6136
NOTICE OF VIOLATIONS ISSUED	245	1636	1541
COMPLAINTS CLOSED	478	3365	3194
VEHICLES TAGGED 48 HOURS	00	67	60
MUNICIPAL CIVIL INFRACTION TICKETS ISSUED	18	105	87
PEDDLER PERMITS ISSUED	00	04	08

ADDITIONAL STATISTICAL INFORMATION:

HOURS OF COMPLAINT INVESTIGATION	213.50
HOURS OF OFFICE FOLLOW-UP	138.50
HOURS OF COURT, TRAINING/MEETINGS	1.25
TOTAL OF HOURS WORKED	353.25
TOTAL OF MILES DRIVEN	2007
DAYS WORKED Mark Giffin	1 1

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

Charter Township of Ypsilanti "Placing Residents First"

Office of **Community Standards**

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

MEMORANDUM

October 10, 2011

To: **Township Board**

From: Joe Lawson Planning Director

Re: Planning Division (OCS) September 2011 report

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

Planning Commission Activity

The Planning Commission held their regularly scheduled meeting on September 27, 2011. The following agenda items were presented to the Commission:

265 S. Harris - Public hearing relating to a request for consideration of a Class 'A' Non-Conforming Use designation for the property located at 265 S. Harris. Property owner Joe Arnold has requested the designation to allow the use of the building for permitted uses within the I-1, light industrial zoning district. Mr. Arnold was informed that his request was one of a rezoning and not a Class 'A' Designation. After much discussion, the Commission decided upon the recommendation by legal counsel to take no action to allow the applicant to refine his request to a specific use.

Chuck's Auto Service – 17 Avis Street – A request for preliminary site plan approval for the establishment of a major automotive repair facility to be located on vacant land adjacent to 17 Avis. Upon review of the submitted plans and upon the recommendation of legal counsel, due to the fact that the applicant was not present at the meeting, the application was tabled to the next regular meeting of the Commission.

The Commission also set two public hearings for the regular October meeting date; Burning Bush Church of God – 770 James L. Hart Parkway to request an amendment to a previously approved PDII final site plan to allow the construction of a 1,900 square-foot addition to the existing building. The second public hearing was requested by Sundance Inc. (Taco Bell) to request approval for the construction of a drive-thru restaurant to be located at 1085 East Michigan Avenue. As mentioned, both public hearings have been scheduled for the October 25, 2011 regular meeting.

Master Plan Update 2012: LSL representative Brian Bordon took the time to meet with the Commission in order to present the timeline and goals for the upcoming 2012 Master Plan Update. During the presentation, the Commission offered a number of suggestions and anticipated amendments to the plan. These considerations will be presented back to the Commission and the general public during the spring public input hearing. I will keep the Board informed of any and all dates relating to the update.

Plans in Process

Blackmore Addition II – 10800 Blackmore Avenue: This project is currently under construction and going well. The applicant anticipates that the building will be operational yet this fall with final exterior approvals next spring.

Speedway – 1395 East Michigan: Since my last report, staff has had the opportunity to conduct a preconstruction meeting with the applicant and other reviewing agents. The former structure located at 1395 East Michigan has also since been demolished and construction of the new facility is underway. Staff has been informed that the new facility will open to the public during the week of December 12th .

Burning Bush Church of God – 770 James L. Hart Parkway: A public hearing has been scheduled before the Planning Commission to consider the requested revision to the PD II Final Site plan to permit the construction of a 1,900 square-foot addition. Staff along with Attorney Winters continue to work toward an acceptable amendment to the current development agreement that will be presented to the Board for final approval.

A1 Auto Salvage – 2574 State Road: Staff has received the anticipated submission of Detail Engineering #1. Since that time, all reviewing agents have reported back, some of which are requesting revisions to the plan. After the initial review, Fire Marshal Chevrette and I had the opportunity to meet with the applicant and his engineer to review many of the review comments. It appears that all issues will be resolved and a second submittal is forthcoming. It is anticipated that work will commence on this project yet this fall.

Taco Bell – 1085 East Michigan: Staff is in receipt of a preliminary site plan and special conditional use permit application for the construction of a 2,800 square-foot Taco Bell drive-thru restaurant to be located at 1085 East Michigan Avenue. The required public hearing has been scheduled before the Commission on October 25, 2011. Staff is currently awaiting review comments from our reviewing agents but anticipate a short review period.

Zoning Board of Appeals

The October 5, 2011 meeting was canceled due to a lack of agenda items.

Committee Meetings

Re-Imagine Washtenaw – On September 14th, staff had the opportunity to attend the monthly Re-Imagine Washtenaw Joint Technical Committee Meeting. During this meeting, the entire group was updated on the next steps toward applying for grant funding to keep the project moving forward. It was also announced that Ypsilanti Township, due to my volunteering, will be the home of the forthcoming "Re-Imagine Washtenaw in Progress" construction sign. This sign will be posted at any new construction project located within the Washtenaw Avenue corridor to inform the public that such improvements are associated with this ongoing project.

Complete Streets – Due to other obligations, I was unable to attend the September meeting of the Complete Streets Committee. The next meeting is scheduled for October 12, 2011.

WATS Technical Committee – Though a meeting of the Technical Committee was scheduled for October 5th, a quorum was not present and thus no action items were heard. The members present were informed of a number of amendments that were proposed to the 2011-2014 TIP, none were proposed by the Road Commission for Ypsilanti Township. A majority of the proposed amendments were in relation to equipment purchases and upgrades to the AATA operation.

Administrative Items:

After many months, I am happy to announce that the Bosal Industrial facility located on Seaver Drive has installed the first phase of their approved landscape plan. Staff had the opportunity to meet the landscape contractor on-site to review and confirm the approved plantings. All planting have been installed and appear to be in good health. As agreed with the plant manager, future expansions to the building and parking area will require the planting of additional landscaping while all current landscaping shall be maintained in a neat and healthy manner.

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	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	-Foreclosed upon by Bank of America -Tax Foreclosure Pending -Tax sale scheduled for September 2011	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	Remaining units up for tax foreclosure September 2011	BRG Development 17117 W. Nine Mile Suite 1100 Southfield, MI 48075 734-669-2959	\$120-\$220k	
Tremont Park Phase II	Single Family	Section 35 – 188 units North side of Martz, west of Bunton	Phase II – 91 units -Under Construction Remaining lots purchased by Grand Sakwa in Dec. 2008	Tremont Park Associates 27774 Franklin Rd Southfield, MI 48034 248-594-0951 Jeff Brown	\$170 - \$300	

Residential						
Project	<u>Type</u>	Location	<u>Status</u>	<u>Developer</u>	Site Planner	Filing Date
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 -Approved (7/26/11) Detailed Engineering -Pending (10/1/11)	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 III	12,000 sqft addition to existing 34,000 sqft building	Section 25- 10800 Blackmore Ave. North side of Blackmore west of Rawsonville	Under Construction	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 - Addition	1,900 sqft addition to existing 24,000 sqft bldg	Section 17 – 770 James L. Hart Pkwy North side of James L. Hart west of Huron St.	Preliminary Site Plan -Pending (10/1/11)	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	10/1/11
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 (8/29/11)	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
Chuck's Auto Service	Major automotive repair facility	Section 2 – 17 Avis Street Avis south of East Michigan Avenue	Preliminary Site Plan -Pending (8/22/11) Detailed Engineering -Pending	Bobby McCoy 17 Avis Street Ypsilanti, MI 48198	MacMullen Architects Ypsilanti, MI 48198	8/22/11
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	Under Construction December 2011 Grand Opening	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
Taco Bell	2,800 sqft drive-thru restaurant	Section 10 1085 E. Michigan North side of E. Michigan east of Ecorse	Preliminary Site Plan -Pending (9/16/11) Detailed Engineering -Pending	Sundance Inc. 7915 Kensington Brighton, MI 48116	Desine Inc 2183 Pless Drive Brighton, MI 48114 810-227-9533	9/16/11
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 Final inspection requested 10/7/11	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	Under 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

WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, OCTOBER 18, 2011

<u>6:00 P.M.</u>

CIVIC CENTER BOARD ROOM 7200 S. HURON RIVER DRIVE

- 1. DISCUSS 2012 FISCAL YEAR BUDGET A. FIRE DEPARTMENT – FUND 206
 - B. 14-B DISTRICT COURT FUND 236
- 2. REVIEW AGENDA
- 3. OTHER DISCUSSION

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) 481-0617 Fax: (734) 484-0002 www.ytown.org

Supervisor's Office

- TO: Karen Lovejoy Roe, Clerk
- FROM: Brenda L. Stumbo, Supervisor
- DATE: October 10, 2011
- RE: Discussion of 2012 Fiscal Year Budget

Please place the following on the October 18, 2011 work session agenda:

- 1. Discussion of 2012 Fiscal Year Budget
 - A. Fire Department Fund 206
 - B. 14-B District Court Fund 236

If you have any questions, please contact my office.

tk

REVIEW AGENDA

A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

A. BOARD MEMBERS HAVE THE OPPORTUNITY TO DISCUSS ANY OTHER PERTINENT ISSUES

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

AGENDA

TIME AND PLACE

7:00 P.M.

YPSILANTI TOWNSHIP CIVIC CENTER BOARD ROOM 7200 S. HURON RIVER DRIVE

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE AND INVOCATION
- 3. PUBLIC HEARING
 - A. 7:00 P.M. REQUEST OF BINA BOSAL INTERNATIONAL NORTH AMERICA, LOCATED AT 1476 SEAVER WAY IN YPSILANTI TOWNSHIP, FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE, RESOLUTION NO. 2011-29 (Public Hearing set at the September 20, 2011 Regular Meeting)
 - B. 7:15 P.M. SPECIAL ASSESSMENT STREETLIGHT DISTRICT FOR S. MANSFIELD, RESOLUTION NO. 2011-30 (Public Hearing set at the September 20, 2011 Regular Meeting)
- 4. PUBLIC COMMENTS
 - 1. SPEAK ON ITEMS NOT FORMALLY LISTED ON THE AGENDA
 - 2. PROVIDE NAME AND ADDRESS
 - 3. LIMIT COMMENTS TO THREE (3) MINUTES

THE PUBLIC HAS THE OPPORTUNITY TO SPEAK ON EACH AGENDA ITEM WHEN IT IS BEFORE THE BOARD FOR CONSIDERATION

- 5. CONSENT AGENDA
 - A. MINUTES OF THE OCTOBER 4, 2011 WORK SESSION AND REGULAR MEETING
 - B. SEPTEMBER 2011 TREASURER REPORT
 - C. STATEMENTS AND CHECKS
- 6. SUPERVISOR REPORT
- 7. CLERK REPORT
- 8. TREASURER REPORT
- 9. TRUSTEE REPORT

- 10. ATTORNEY REPORT
 - A. REQUEST FORMAL AUTHORIZATION TO INITIATE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE THE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1416 BLOSSOM AVENUE
 - B. REQUEST FOR AUTHORIZATION TO INITIATE LEGAL ACTION, IF NECESSARY IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE THE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1766 EILEEN STREET
 - C. REQUEST FOR AUTHORIZATION TO INITIATE LEGAL ACTION, IF NECESSARY IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE THE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1240 DAVIS STREET
 - D. GENERAL LEGAL UPDATE

NEW BUSINESS

- 1. RESOLUTION NO. 2011-31 APPROVING REFUNDING CONTRACT TO REFUND REMAINING OUTSTANDING 2002 SANITARY SEWER SYSTEM NO. 3 BONDS ISSUED BY YCUA AND AUTHORIZATION TO SIGN CONTRACT
- 2. BUDGET AMENDMENT #12
- 3. RESOLUTION NO. 2011-32, TEMPORARY ROAD CLOSURE WILLOW RUN HIGH SCHOOL HOMECOMING PARADE
- 4. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE EXTENSION OF SUPPLEMENTAL SUMMER POLICING CONTRACT WITH WASHTENAW COUNTY THROUGH DECEMBER 31, 2011 IN THE AMOUNT OF \$73,649.10, BUDGETED IN LINE ITEM #266.301.000.831.009 AND AUTHORIZATION TO SIGN CONTRACT
- 5. DTE AGREEMENT FOR MUNICIPAL STREET LIGHTING FOR SOUTH MANSFIELD SPECIAL ASSESSMENT DISTRICT
- 6. ROAD IMPROVEMENT AGREEMENT WITH WASHTENAW COUNTY ROAD COMMISSION FOR THE CITY SECTION OF GROVE ROAD BETWEEN S. I-94 SERVICE DRIVE AND EMERICK STREET, CONTINGENT UPON A NEGOTIATED REIMBURSEMENT AGREEMENT WITH THE CITY OF YPSILANTI

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

Authorize:

 REQUEST OF JEFF ALLEN, RSD DIRECTOR FOR AUTHORIZATION TO PURCHASE A VEHICLE THROUGH THE STATE OF MICHIGAN PURCHASING PLAN TO REPLACE VEHICLE #27, A 2004 GMC SIERRA USED BY THE ORDINANCE DEPARTMENT, NOT TO EXCEED \$24,000, BUDGETED IN LINE ITEM #595.595.000.985.000.

Accept:

1. RECOMMENDATION OF RON FULTON, BUILDING DIRECTOR TO ACCEPT LOW BID FROM LYLE TRUCKING FOR DEMOLITION OF 2485 MICHIGAN AVENUE, 2094 MICHIGAN AVENUE, 2084 MICHIGAN AVENUE AND 1117 HOLMES ROAD

RESOLUTION 2011-29

WHEREAS, on June 21, 2011, the Ypsilanti Township Board established Industrial Development District No. 11-276 pursuant to Public Act 198, Act of 1974; and

WHEREAS, on August 16, 2011, BINA Bosal International North America (Bosal International) submitted an application for an Industrial Facilities Exemption Certificate regarding property within the Industrial Development District; and

WHEREAS, said application is as provided in Section 5(1) of said Act 198 and filed in the form and manner prescribed by the State Tax Commission; and

WHEREAS, all provisions of Section 9(1) of said Act 198 are complied with by said application and other matters investigated and considered by this Board; and

WHEREAS, the legislative body of each governmental unit which levies <u>ad valorem</u> taxes on said property has been afforded an opportunity to be heard on this matter at a public hearing held on the 18th day of October, 2011; and

WHEREAS, this Board approves the purpose behind the application for the Industrial Facilities Exemption Certificate; and

WHEREAS, said Act 198 has been amended to allow local governments to enter into written agreements approving applications for Industrial Facilities Exemption Certificates; and

WHEREAS, the Industrial Facilities Exemption Certificate in an amount exceeding the 5% limitation found in Section 9(1) of Act 198 shall not have the effect when considered together with the aggregate amount of Industrial Facilities Exemption Certificates previously granted and currently in force of substantially impeding the operation of local government or impairing the financial soundness of any unit of local government or any affected taxing unit.

NOW THEREFORE,

BE IT RESOLVED AS FOLLOWS:

1. The Ypsilanti Township Board approves the application of *BINA Bosal International North America (Bosal International)* for an Industrial Facilities Exemption Certificate in the amount of *\$5,122,091* for the 5 year period, as requested, on the condition that *Bosal International* enter into a written agreement with the Township, subject to approval by the Township attorney, that will insure that the objectives of Act 198 are met as it pertains to retention/creation of jobs, and furthermore provide 100% reimbursement to the taxing units affected by said abatement of all

tax dollars saved as a result of said abatement if, for any reason, during the time period approved for said abatement, the tax abatement certificate is revoked, canceled or relinquished.

2. The Board finds that this Industrial Facilities Exemption Certificate, together with the aggregate amount of industrial facilities exemption certificates previously granted and currently in force in an amount exceeding the 5% limitation found in Section 9(1) of Act 198, shall not have the effect of substantially impeding the operation of the Charter Township of Ypsilanti or impairing the financial soundness of a taxing unit which levies an <u>ad valorem</u> property tax in the Charter Township of Ypsilanti in which the facility is located.

3. The Township Clerk is hereby directed to forward a copy of the application of **Bosal International** for the Industrial Facilities Exemption Certificate, together with a true copy of this Resolution approving same, to the State Tax Commission of the State of Michigan for appropriate action.

Application for Industrial Facilities Tax Exemption Certificate 16 RM 11 42

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

	To be completed by Clerk	of Local Government Unit		
Signature of Clerk		Date received by Local Unit	0-1	
Habontanti	is tal	August	02011	
	STCU	se Only		
Application Number		Date Received by STC		
, ripplication realized				
APPLICANT INFORMATION All boxes must be completed.		L		
1a. Company Name (Applicant must be BINA Bosal International Nor		 1b. Standard Industrial Classification (SIC) 3714 	Code - Sec. 2(10) (4 or 6 Digit Code)	
Ic. Facility Address (City, State, ZIP Control 1476 Seaver Way, Ypsilanti,	ode) (real and/or personal property location) MI 48197	 Id. City/Township/Village (indicate which) Ypsilanti Township 	▶ 1e. County Washtenaw	
▶ 2. Type of Approval Requested		▶ 3a. School District where facility is located	▶ 3b. School Code	
X New (Sec. 2(4))	Transfer (1 copy only)	Ypsilanti	81020	
Speculative Building (Sec. 3(8	B)) Rehabilitation (Sec. 3(1))	4. Amount of years requested for exemption (1-12 Years)	
Research and Development (5 years		
more room is needed.	manufacturer of OE, replaceme	on of the facility and a general description of the escriptive list of the equipment that will be part ent, and high performance exhau		
 * Attach list of improvements * Also attach a copy of buildin 6b. Cost of machinery, equipment, f * Attach itemized listing with r 	ng permit if project has already begun. furniture and fixtures month, day and year of beginning of inst	tallation, plus total	\$1,657,688.00 Real Property Costs \$3,464,403.00 Personal Property Costs \$5,122,091.00	
6c. Total Project Costs			Total of Real & Personal Costs	
7. Indicate the time schedule for start and certificate unless otherwise approved by the start and the start and the schedule of the start and the schedule of the schedule o	finish of construction and equipment installat he STC.	tion. Projects must be completed within a two y	ear period of the effective date of the	
	Begin Date (M/D/Y)	End Date (M/D/Y)		
Real Property Improvements	6/22/11	6/21/13 • X Owne	d 🗌 Leased	
Personal Property Improvements	6/22/11	6/21/13 • X Owne	d Leased	
▶ 8. Are State Education Taxes reduced Commitment to receive this exemption.	l or abated by the Michigan Economic Develop	pment Corporation (MEDC)? If yes, applicant r		
256	at will be retained as a result of this project.	 10. No. of new jobs at this facility expected 0 		
a section from the sector of t		ch the assessor's statement of SEV for the enti of December 31 of the year prior to the rehabili	re plant rehabilitation district and tation.	
)			
b. TV of Personal Property (excluding inventory)				
The concrete of the second states and the second states and the second states at the				
12a. Check the type of District the faci				
Industrial Develop	oment District Plant Rehabi	ulitation District		

1012, Page 2

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name	13b. Telephone Number	13c. Fax Number	13d. E-mail Address
Valerie Christofferson	(734) 527-9141	(734) 761-9062	Valerie@AnnArborUSA.org
14a. Name of Contact Person	14b. Telephone Number	14c. Fax Number	14d. E-mail Address
Dr. Edward Meleski	(734) 635-7688	(734) 961-0587	emeleski@bosalusa.com
▶ 15a. Name of Company Officer (N Bruce Wagar	o Autherized Agents)		
15b. Signature of Conversion Officer (N	6 Authorized Agents)	15c. Fax Number (734) 961-0587	15d, Date Auc, (1
15e. Mailing Address (Street, City,	State, ZIP Code)	15f. Telephone Number	15g. E-mail Address
1476 Seaver Way, Ypsila	nti, MI 48197	(734) 635-7688	emeleski@bosalusa.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application:
Abatement Approved for Yrs Real (1-12), Yrs Pers (1-12) After Completion Yes No Denied (Include Resolution Denying)	 Check or Indicate N/A if Not Applicable X 1. Original Application plus attachments, and one complete copy X 2. Resolution establishing district 3. Resolution approving/denying application. 4. Letter of Agreement (Signed by local unit and applicant)
 16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable 1. Notice to the public prior to hearing establishing a district. 2. Notice to taxing authorities of opportunity for a hearing. 3. List of taxing authorities notified for district and application action. 4. Lease Agreement showing applicants tax liability. 	 5. Affidavit of Fees (Signed by local unit and applicant) 6. Building Permit for real improvements if project has already begun 7. Equipment List with dates of beginning of installation
16c. LUCI Code	16d. School Code
17. Name of Local Government Body charter Township of Upsilanti	18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Cle	Lariou Roe	2	19c. E-mail Address	roe C ytou	n.brg
19d. Clerk's Mailing Address (Street, City, State, ZIP Cod 7200 S. HLEVON RUD		Upsilanti	MI	48197	5	J
19e. Telephone Number 734, 484, 4700		19f. Fax Number 734.	484	. 51500		

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

State Tax Commission Michigan Department of Treasury P.O. Box 30471 Lansing, MI 48909-7971

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
LUCI Code	Begin Date Real	Begin Date Personal	End Date Real	End Date Personal

Parcel ID Number: K-11-38-280-012

Legal Description:

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 +/-

NEW MACHINERY AND EQUIPMENT for VERANO, JK 2012, DMAX, & DELTA PROGRAMS

Equipment	<u>Cost(\$)</u>	Installation
Ridgelock Tooling (491/492 Pipes To 300/301	¢05 000	
Baffles)	\$25,000	Jul-11
Internal Stuffers	15,500.00	Jul-11
Hole Punch For Inlet/Outlet Endcap Die	5,000.00	Jul-11
Atkin Cassette For Embossing	6,500.00	Jul-11
Collapsible Mandrel	25,000.00	Jul-11
Flanger Ram & Clamp Tooling	10,000.00	Jul-11
Header Endcap Tooling	15,000.00	Jul-11
Spinner Tooling Chucks	20,000.00	Jul-11
New ABB Robot Cell To Weld Cold End Final	1 10 707 00	<u>r</u>
Asm	146,797.00	Jui-11
New Doors For KGS Machines	22,871.00	
New Torch Mounts, Slides, Cylinders,	20.054.00	
Bearings, (Mechanical Refurbishment)	39,254.00	Jul-11
V6 ABB Robot Refurbishment (New Welding		
Power Supply, Electrical Controls, Bearings,	30,000.00	i t
Gears, Etc.)		Jul-11
ABB Robot #29 Refurbishment (New Welding		
Power Supply, Electrical Controls, Bearings,	30,000.00	
Gears, Etc.)		Jul-11
Punch Press Refurbishment (New Electronic	10 750 00	
Controls, Relay Logic Controls)	19,750.00	Jul-11
TTC/TTPN Refurbishment (New Hydraulic	77 000 00	
Cylinders & Guides, Electrical Controls)	77,200.00	Jul-11
Refurbish Spotwelder	26,500.00	Jul-11
New JK Muffler Asm Jigs	24,775.00	Jul-11
New Lincoln Automat & Hand Welders	34,500.00	Jul-11
KGS Automat Lathe Welding Machines	106,601.00	Aug-11
Z-Notch Machine	31,700.00	Jul-11
In-Process Sizing Gauges	1,500.00	Jul-11
In-Process Gauge - Inlet Pipe To Resonator	10,021.00	
New Electric Bender - DB80 - ESRB	355,000.00	Jul-11
Refurbish Final Gauge - Update To New	20,000,00	
GD&T Specs	20,000.00	Jui-11
3 Stack Bend Tooling With Cutoff	23,000.00	Jul-11
2 Stack Bend Tooling With Cutoff	28,000.00	Jul-11
Pipe Gauge	8,000.00	
Pipe Gauge	8,000.00	Jul-11

Pipe Gauge	8,000.00	Jul-11
Pipe Gauge	8,000.00	Jul-11
Pipe Gauge	8,000.00	Jul-11
Pipe Gauge	8,000.00	Jul-11
TTC Cut Fixture With Jaws	11,500.00	Jul-11
TTPN Cut Fixture	10,000.00	Jul-11
Cut Fixture	10,000.00	Jul-11
Fingers, Jaws, Barrel, & Mandrel Set	6,000.00	Jul-11
Fingers, Jaws, Barrel, & Mandrel Set	6,000.00	Jul-11
Fingers, Jaws, Barrel, & Mandrel Set	6,000.00	Jul-11
Fingers, Jaws, Barrel, & Mandrel Set	6,000.00	Jul-11
Fingers, Jaws, Barrel, & Mandrel Set	6,000.00	Jul-11
Fingers, Jaws, Barrel, & Mandrel Set	6,000.00	Jul-11
Punch Press Die With Contoured Cavity	25,000.00	Jul-11
Weld Fixture (Sensor Boss To 886 Pipe)	16,000.00	Jul-11
Weld Fixture (OP80 To 112 Flange)	15,000.00	Jul-11
Weld Fixture (229 Flange To 888 Pipe)	15,000.00	Jul-11
Final Weld Fixture	50,000.00	Jul-11
Integrated Final Gage / Leak Tester	140,000.00	Jul-11
Weld Fixture (276 Flange To 653 Pipe)	15,000.00	Jul-11
Weld Fixture (OP40 To 612 Resonator)	15,000.00	Jul-11
Weld Fixture (548 Pipe To 584 Tip)	15,000.00	Jul-11
Weld Fixture (OP130 To 328 Aux Muffler)	15,000.00	Jul-11
Final Weld Fixture	108,000.00	Jul-11
Integrated Final Gage / Leak Tester	150,000.00	Jul-11
Ridgelock Tooling (656/655 Pipes To 304 Baffle)	20,000.00	Jul-11
Internal Stuffers	15,500.00	Jul-11
4 Stack Bend Die (Bender 5)	25,707.00	Sep-11
Outlet Pipe Gage (JK 2012)	19,945.00	Jul-11
I/O Tooling	2,000.00	Jul-11
C-Notch Fixture/Tooling	7,555.00	Jul-11
Z-Notch Tooling	4,585.00	Jul-11
Spot Welder Torca & Pin Stop	28,350.00	Jul-11
TTPN Cut Fixture To Separate Front & Rear Pipe	6,775.00	Jul-11
I/O Tooling To Separate Front/Rear Pipe From Resonator	2,500.00	Jul-11
Weld Fixture (381 Pipe to 187 Resonator)	13,242.00	Jul-11
Weld Fixture (Op 110 to 384 Pipe)	19,864.00	Jul-11

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Weld Fixture (Op 110 to 382 Pipe)	19,864.00	Jul-11
Hanger Bracket Weld Fixture	59,937.00	Jul-11
Final Gage/Leak Tester	125,000.00	Jul-11
Candy-Cane Bend Tooling	9,240.00	Jul-11
Oval 17 End Cap Punch Die	1,250.00	Jul-11
Oval 17 Baffle Die Punches	3,750.00	Jul-11
Oval 17 Interior Ridge Lock	23,910.00	Jul-11
Stub Pipe Ridge Lock	2,530.00	Jul-11
Oval 18 End Cap Die	25,000.00	Jul-11
Single Side Oval 18 Header Tooling w/ Drain Hole Punch	6,930.00	Aug-11
Air Compressor/Dryer	104,000.00	Sep-11
ABB Robot	350,000.00	Aug-11
ABB Robot	150,000.00	Aug-11
P 18	38,000.00	Jul-11
Verano Service Assembly	124,000.00	Jul-11
Dmax Washer	50,000.00	Sep-11
JK Muffler Fixture	30,000.00	Jul-11
Box Line Mod 1 & 2 Refurbishment	100,000.00	Sep-11
Restroom expansion	148,000.00	Sep-11
E-Glass Machine	60,000.00	Dec-11
Box Line 3 Hinge Die	23,000.00	Aug-11

Cost Of Machinery and Equipment

\$3,464,403

CONSTRUCTION BREAKDOWN

Structural	\$ 318,345
Electrical	\$ 801,116
Mechanical	\$ 538,227
TI allowance	

Total Construction \$1,657,688

Total Equipment/Construction

\$5,122,091

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 Janepy Rap 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 +/-

AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF YPSILANTI AND BINA Bosal International North America

This Agreement ("*Agreement*") is entered into this 18th day of October , 2011, between the CHARTER TOWNSHIP OF YPSILANTI ("*Township*"), a Michigan municipal corporation, whose address is 7200 South Huron River Drive, Ypsilanti, Michigan 48197-7099, and *BINA Bosal International North America (Bosal International)*, a duly authorized corporation incorporated under the laws of the State of Michigan, whose address is 1476 Seaver Way, Ypsilanti, Michigan 48197, through their undersigned authorized representatives.

Definitions: As used in this Agreement, the term "Township" shall mean the CHARTER TOWNSHIP OF YPSILANTI; the term "Bosal International" shall mean BINA Bosal International North America (Bosal International); the term "Certificate" shall mean the Industrial Facilities Exemption Certificate pursuant to Act 198 of 1974, as amended; the term "Facility" shall mean the facility located at 1476 Seaver Way, Ypsilanti Township, Washtenaw County, Michigan 48197; the term "Act" shall mean Act 198 of 1974, as amended; and the term "Application" shall mean Application for Industrial Facilities Tax Exemption Certificate. WHEREAS, BOSAL INTERNATIONAL has requested, and following a public hearing on October 18, 2011, the **Township** adopted a resolution approving a **Certificate** pursuant to Act 198 of 1974, as amended; for the **Facility** located at 1476 Seaver Way, Ypsilanti Township, Washtenaw County, Michigan 48197, for a period of five (5) years.

WHEREFORE, the parties hereto agree as follows:

1. Real and Personal Property Improvements. BOSAL

INTERNATIONAL will make the "*Real Property Improvements,*" as well as purchase and install the "*Personal Property*" set forth in the *Application* (a copy of which is attached hereto, labeled *Exhibit A*) within two (2) years of the approval date of the certificate. *BOSAL INTERNATIONAL* shall also attach a copy of the legal description (labeled *Exhibit B*) for the real property which is the subject of this *Agreement*.

2. <u>Reimbursement of Abated Taxes to the Township and Other</u>

<u>Taxing Units</u>. In the event that **BOSAL INTERNATIONAL** revokes, cancels or relinquishes the **Certificate** prior to the end of the term of the **Certificate** as approved by the State Tax Commission, or in the event that **BOSAL INTERNATIONAL** relocates its **Facility** located at 1476 Seaver Way, Ypsilanti Township, Washtenaw County, Michigan 48197, outside of the *Township* prior to the end of the term of the *Certificate* and such revocation, cancellation, relinquishment or relocation is effectuated without either (a) the consent of the *Township*, or (b) the approval of the *Township* of a transfer of the *Certificate* by *BOSAL INTERNATIONAL* to a new owner or lessee of the *Facility*, then in such event, *BOSAL INTERNATIONAL* shall be obligated to reimburse the *Township* and all other taxing units affected by said abatement, an amount equal to 100% of the amount of property taxes abated pursuant to the issuance of the *Certificate*.

The reimbursement shall be immediately payable in full by **BOSAL INTERNATIONAL** within 30 days upon receipt of an invoice and demand for reimbursement from the **Township** on behalf of itself and all other taxing units affected by said abatement.

If for any reason **BOSAL INTERNATIONAL** fails to pay the amount of the invoice for abated taxes to the taxing units affected thereby within 30 days of the date of said invoice, **BOSAL INTERNATIONAL** shall be responsible for any additional costs incurred by the **Township** in seeking recovery of said abated taxes, including, but not limited to administrative fees, court costs and actual attorney fees incurred.

3. Responsibilities of BINA Bosal International North America

If prior to the end of the term of the *Certificate* as issued by the State Tax Commission *BOSAL INTERNATIONAL* chooses to vacate the *Facility*, *BOSAL INTERNATIONAL* agrees to be responsible for the following:

A. **BOSAL INTERNATIONAL** agrees to the cleanup of any environmental contamination which was caused by **BOSAL INTERNATIONAL**, its employees or agents acting within the scope of their agency, which cleanup shall include, but not be limited to,

demolition of obsolete property.

B. **BOSAL INTERNATIONAL** shall, if requested by the **Township**, post a surety bond in an amount equal to the unpaid amounts anticipated to be due from **BOSAL INTERNATIONAL** under this **Agreement** as a result of **BOSAL INTERNATIONAL** vacating the **Facility** prior to the term for which the **Certificate** was approved by the State Tax Commission, including, but not limited to, any reasonable cleanup or maintenance costs under this paragraph, including any appropriate administrative fees charged thereto.

C. **BOSAL INTERNATIONAL** shall, during the time period in which this **Certificate** is in effect, prior to filing any petition with the Michigan Tax Tribunal seeking a reduction in the assessment of either real and/or personal property (which property is covered by

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the *Certificate* herein) shall request a meeting with the Township's full time administrative officials and the Township Assessor in a good faith effort to resolve any dispute, which meeting shall constitute a condition precedent to the filing of a petition in the Michigan Tax Tribunal. It is further agreed by the parties that in the event *BOSAL INTERNATIONAL* requests a meeting with the Township to discuss real and/or personal property tax disputes, a meeting shall be held by the parties within 45 days of *BOSAL INTERNATIONAL* making said request.

It is furthermore agreed by the parties that in the event the parties are not successful in resolving the real and/or personal property tax dispute, **BOSAL INTERNATIONAL** shall pay prior to filing a petition with the Michigan Tax Tribunal the real and/or personal property taxes in dispute pending a final decision from the Michigan Tax Tribunal.

4. Compliance with Applicable Laws and Regulations. BOSAL

INTERNATIONAL agrees that it will operate the **Facility** in accordance with all applicable federal, state and local laws and regulations, including, but not limited to, zoning, outside storage, industrial waste disposal, air and water quality, noise control and other environmental regulations.

5. <u>State Education Tax</u>. BOSAL INTERNATIONAL agrees that during the duration of this Certificate as approved by the State Tax Commission that it will not seek an abatement of the State Education Tax pursuant to Public Act 1993, effective March 15, 1994, entitled "*State Education Tax Act*", MCL 211.901 et seq.

6. <u>Administration Fee</u>. **BOSAL INTERNATIONAL** agrees to remit to the **Township** during the duration of the **Certificate** as approved by the State Tax Commission the administrative fee provided in section 11(1) of Public Act 198 of 1974, MCL 207.561(1), as amended.

7. <u>**Reporting. BOSAL INTERNATIONAL** shall provide in a timely</u> manner, all reports or other information required to be provided to the **Township** pursuant to the **Act**, and such supplemental information as may be reasonably requested by the **Township** in connection therewith, including, but not limited to the following:

A. Balance sheets which list the assets (both current and fixed), liabilities and net worth;

B. Detailed reports which verify all machinery and equipment, furniture, fixtures and special tools from the general ledger.

C. List of locations and their numbers as reflected on your trial balance.

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D. Financial statements (Detailed Balance Sheet, Detailed Income Statement with footnotes).

E. Lease agreements in effect for all personal property.

F. Detailed Trial Balance which reflects ending balances for the audit locations.

G. Invoices as selected.

H. General Ledger.

I. Copy of Michigan Single Business Tax Return with supporting schedules.

J. Complete copy of Corporate Federal Income Tax returns including Depreciation Schedules and Attachments.

K. Any other document deemed necessary for completion

of a complete audit of all personal property.

8. <u>Initial Status Report</u>. **BOSAL INTERNATIONAL** will submit to the **Township Clerk**, not later than January 10th of the second year **BOSAL**

INTERNATIONAL occupies the **Facility**, an Initial Status Report, in a form requested by the **Township**, which shall indicate the actual project cost, the estimated project cost, the number of jobs created and projected to be created within the time period described in paragraph 1 of said **Agreement** with an explanation of any variations from what was set forth in the **Application** and the actual costs or actual employment levels achieved.

9. <u>Annual Status Report</u>. BOSAL INTERNATIONAL further agrees to submit not later than December 31st of each year, beginning one year after submission of the Initial Status Report required by Paragraph 10, an Annual Status Report regarding status of employment in a form requested by the *Township*. If employment has not equaled or exceeded the numbers set forth in the *Application*, an explanation for this variance shall be provided by **BOSAL** *INTERNATIONAL*.

10. *Fulfillment of Obligations.* In the event that **BOSAL**

INTERNATIONAL occupies the **Facility** for the full term of the **Certificate** as approved by the State Tax Commission or in the alternative **BOSAL**

INTERNATIONAL obtains either (a) the consent of the *Township* to relocate its operation prior to the end of the term of the *Certificate*, or (b) the approval of the *Township* to transfer the *Certificate* to a new owner or lessee of the *Facility*, then *BOSAL INTERNATIONAL* shall be considered to have fulfilled any and all of its obligations to the *Township* pursuant to the *Certificate* and this *Agreement*. Notwithstanding anything else in this *Agreement*, in the event *BOSAL INTERNATIONAL* does not occupy the *Facility* or does not receive any tax abatement pursuant to this *Agreement*, *BOSAL INTERNATIONAL* will not

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be liable for any costs, damages, fees or other amounts or payments of any kind under this **Agreement**.

11. <u>Corporate Authority</u>. The execution, delivery and performance by **BOSAL INTERNATIONAL** of this **Agreement** has been duly authorized by all necessary corporation action and will not violate its articles of the corporation or its by-laws.

12. <u>Binding Agreement</u>. When executed by **Township** and **BOSAL INTERNATIONAL**, this **Agreement** shall be a valid and binding obligation of **BOSAL INTERNATIONAL** and shall be enforceable against the parties in accordance with its terms herein.

13. <u>Notices</u>. Any notice required or permitted to be given or served upon any party hereto in connection with this *Agreement* shall be deemed to be completed and legally sufficient when:

A. Personally delivered with written acknowledgment of receipt; or,

B. Deposited with an expedited mail service company for delivery on
 the next business day; or,

C. Sent by telegram; or,

D. By facsimile transmission; or,

E. On the next business day after the date when deposited in the
 United States Mail, certified, return receipt requested, postage pre-paid,
 addressed as follows:

If to the *Township*: Cha

Charter Township of Ypsilanti 7200 S. Huron River Drive Ypsilanti, MI 48197 ATTN: Karen Lovejoy Roe, Twp. Clerk and/or her successor

If to BOSAL INTERNATIONAL:

John Beattie, President North American Operations BINA Bosal International North America 1476 Seaver Way Ypsilanti, MI 48197

14. <u>Entire Agreement and Amendment</u>. Subject to the provisions of the Act, this **Agreement** and the Exhibits attached thereto contain the entire agreement between the **Township** and **BOSAL INTERNATIONAL with** respect to the matters described herein. This **Agreement** may not be amended, except with the written consent of the **Township** and **BOSAL INTERNATIONAL and** approval by the State Tax Commission.

15. <u>**Captions</u>**. The captions in this **Agreement** are for convenience only and in no way define, limit or describe the scope of intent of any provisions or sections of this **Agreement**.</u>

16. <u>Interpretation</u>. This **Agreement** shall be governed by and interpreted in accordance with the laws of the State of Michigan.

17. Acceptance. The terms of this Agreement are hereby accepted

this _____, 2011.

18. It is the intent of the parties that this *Agreement* shall be filed and recorded with the Washtenaw County Register of Deeds.

CHARTER TOWNSHIP OF YPSILANTI

Brenda L. Stumbo, Supervisor

Karen Lovejoy Roe, Township Clerk

BINA Bosal International North America

- By: John Beattie
- Its: President, North American Operations

RESOLUTION NO. 2011-30

AUTHORIZING STREET LIGHTING FOR S. MANSFIELD STREET, LOCATED IN STEVENS RECREATION PARK SUBDIVISION, CONSISTING OF 40 PARCELS AND FOR CREATION OF A SPECIAL ASSESSMENT DISTRICT

WHEREAS, on or about May 23, 2011, the Township Clerk received one petition from the record owners of persons having a vendee's interest as shown by the records in the Washtenaw County Register of Deeds Office or as shown on the tax rolls of the Township, petitioning the Township Board for street lighting for S. Mansfield, located in Stevens Recreation Park Subdivision, consisting of 40 parcels, in Ypsilanti Township and for the creation and establishment of a special assessment district for the purpose of defraying said cost of street lighting by special assessments against the property especially benefited; and

WHEREAS, the Township Clerk requested of Detroit Edison, proposed plans describing the street lighting improvement and the location of said improvements with an estimate of said costs; and

WHEREAS, on August 31, 2011, Tim Miller of Detroit Edison Community Lighting Group prepared and submitted proposed plans to install street lighting for S. Mansfield, located in Stevens Recreation Park Subdivision, Ypsilanti Township, consisting of 38 parcels, which said plans included, *inter alia*, the installation of *"Acorn Streetlights,"* with the cost of said improvements being approximately:

Total Estimate Construction Cost:	\$54,193.38
Total Lamp Charge For Three (3) Years:	\$8,830.03
Contribution (Cost minus 3 years revenue):	\$45,363.35
Total Annual Lamp Charges:	\$2,943.34

WHEREAS, on September 9, 2011, the Township Clerk received notification from the Township Assessor that the cost of providing street lights for S. Mansfield, located in Stevens Recreation Park Subdivision, consisting of 40 parcels, which said plans included, *inter alia*, the installation of *"Acorn Streetlights,"* will be **\$186.99** per parcel for a 10-year period; thereafter, said costs shall be **\$73.58** per parcel for street lighting, based on general benefit; and

WHEREAS, the Township Clerk has given notice to each record owner of or party in interest in property to be assessed, by first class mail, addressed to the record owner or party in interest at the address shown on the tax records, at least 10 (ten) days before the October 18, 2011 public hearing, setting forth the district affected in said petition, place and purpose of said public hearing to allow any interested person an opportunity to voice any objection which may be offered against creating said district; and

WHEREAS, the Township Clerk has also published in a newspaper of general circulation the time, place and purpose of said public hearing and the district affected thereto; and

WHEREAS, on October 18, 2011, the Charter Township of Ypsilanti held a public hearing to hear any objections which may be offered against creating said special assessment district.

NOW THEREFORE, BE IT RESOLVED, that the Charter Township of Ypsilanti determines that the petition filed by the record owners of S. Mansfield, located in Stevens Recreation Park Subdivision, consisting of 40 parcels, on May 23, 2011, is sufficient for all purposed set forth pursuant to Act 188 of the Public Acts of 1954, as amended.

BE IT FURTHER RESOLVED, that a special assessment district be created for the purpose of providing street lights for S. Mansfield, located in Stevens Recreation Park Subdivision, consisting of 40 parcels.

BE IT FURTHER RESOLVED, that the Township Board accepts the plans and estimate of costs as presented by Detroit Edison for S. Mansfield, located in Stevens Recreation Park Subdivision, consisting of 40 parcels, which said plans included, *inter alia*, the installation of *"Acorn Streetlights,"* will be **\$186.99** per parcel for a 10-year period; thereafter, said costs shall be **\$73.58** per parcel for street lighting, based on general benefit.

BE IT FURTHER RESOLVED, that the Township Supervisor shall make a special assessment upon all the lands and premises contained herein to defray the expenses of lighting said streets.

BE IT FURTHER RESOLVED, that the Township Board shall hereinafter annually determine on or before September 30 of each year, the amount to be assessed in said district for lighting said streets and shall direct the Township Assessor to levy such amounts therein.

BE IT FURTHER RESOLVED, that when the special assessment roll has been prepared and filed in the office of the Township Clerk, before said assessment roll has been confirmed, the Township Board shall appoint a time and place when it will meet, review and hear any objections to the assessment roll.

BE IT FURTHER RESOLVED, that the Township Board shall give notice of said hearing and filing of the assessment roll in the manner prescribed by statute.

PUBLIC COMMENTS

CHARTER TOWNSHIP OF YPSILANTI MINUTES OF THE OCTOBER 4, 2011 WORK SESSION

PROPOSED

Supervisor Brenda L. Stumbo called the meeting to order at approximately 6:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

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

1. DISCUSS PLACING CAMERAS IN HARRIS ROAD PARK

Supervisor Stumbo said Jeff Allen had supplied a memo concerning this item. It had started because a resident had contacted the Board regarding some of the things that were going on in the park. The recommendation was made to install the cameras to make it safer for the National Little League and the playground area.

Jeff Allen, Residential Services Director, said it appeared we would need at least three cameras, depending on which areas we wanted concentrate on.

Amy Stickler, secretary for Ypsilanti National Little League, explained the main problem areas were the parking lot area and the pavilion area. She said they found condoms, needles, both used and unused, possibly crack pipes, articles of clothing, broken glass and burned picnic tables. On one of the four fields, that was partially hidden, they found a mattress with a butcher knife underneath. Supervisor Stumbo asked if they had called the police. She responded they were under the impression the police were already aware of what was going on there. Ms. Stickler said they always had to do a sweep of the area prior to every game.

Supervisor Stumbo said this had been discussed with the Washtenaw County Police Department and they would begin sending patrols.

Ms. Stickler explained in the area where the street ends, there was an opening that led across the railroad tracks. She said that was where a lot of the foot traffic was coming from. The League had discussed fencing the area but they already had a terrible problem with their fencing being cut down. In addition to the drug and sexual activity, there have been numerous occasions in which things had been stolen for scrap.

Supervisor Stumbo explained that in the future, when things were discovered, to call 911. She and Ms. Stickler discussed the reluctance to call 911 when it was not a life-

threating situation. The Supervisor said that discussion had also taken place with Sheriff Jerry Clayton about implementing a 411 number, in the future, for such situations as this one.

Jeff Allen said consideration should be given for additional lighting, or the cameras would not be able to pick up the questionable activity.

Karen Lovejoy Roe supported the idea of working on getting extra lighting.

Supervisor Stumbo asked to move forward and have Jeff Allen bring this back to the next meeting.

Jeff Allen said he would pursue this and have it back by the Nov. 1 meeting.

Supervisor Stumbo mentioned other parks that were discussed that had problems with graffiti and setting fires, such as West Willow and Sugar Brook.

Sandy Andresen, Park Commission Chairperson, mentioned the fires at Sugar Brook but also remembered the problems in the past with late night basketball playing. She was concerned that putting lights in might bring that problem back.

2. CONNECTING COMMUNITIES GRANT

Jeff Allen explained he was trying to get the feeling of the Board on this item. He said the application was due again at the end of December. He had stated at the last meeting it was a highly rated project but it did not get funded. The County Parks Commission had encouraged him to resubmit the application. The Park Commission had prioritized Congress Street from Hewitt to Mansfield. He said a portion of that would require working with the City. He asked the Board if he should resubmit and add Congress Street or just submit the Textile portion again. He said he would eventually need a resolution from the Board in December.

Clerk Lovejoy Roe felt they should do the one that was highly rated and wondered if they could add to the application a list of all the new medical facilities that have gone in. She said she wasn't sure if there was time to get the one for Congress Street ready, but if it could be ready, she asked to have it included.

Jeff Allen said he could get some initial information to see what was needed on that. He mentioned there were still a couple of challenges on Textile.

The Board agreed for Jeff Allen to resubmit the original application for the grant and work on the information to include Congress Street as a separate application.

Jeff Allen asked if everyone had a chance to look at the memo on energy savings he had included.

Clerk Lovejoy Roe asked if there were any more grants out there for energy. Jeff Allen said he hadn't heard of any more lately. He added that every once in a while he had heard something about funds for a natural gas fueling station.

REVIEW AGENDA

ATTORNEY REPORT

7331 Essex Drive:

Attorney Winters provided a brief overview of the conditions of a house located in Greene Farms Subdivision No. 7. He explained this was a newer house, which was built and purchased in 2005 for \$250,000. The Attorney said it was foreclosed and the mortgage was now held by Wells Fargo. He said neighbors had complained about unsecured doors and when the Sheriff Dept. responded, they contacted our Office of Community Standards. Attorney Winters said they had inspected and found the sump pump had quit working and there was about two feet of standing water in the basement, which had resulted in mold growth. He also stated dead animals had been found inside the house.

Attorney Winters said that pretty soon they hoped to bring back an ordinance that would address recouping the cost of securing vacant homes.

1075 Emerick:

Attorney Winters reminded the Board that Judge Shelton had entered a Demolition Order on September 6 for the K-Mart portion of the building in Gault Village. The owner had sixty days to complete that order, otherwise the Township had the right to demolish that building and then come back and ask the court for reimbursement. This could be accomplished by having the rents in the rest of that complex be assigned to the Township for that reimbursement. Attorney Winters explained that since we didn't know exactly what the plan of action may entail come November, the Board was being asked to allow Ron Fulton and Mike Radzik to seek proposals for the cost for demolition, in the event that the Township does have to bear the cost.

Ron Fulton, Building Director, explained this was only going to demolish a portion of the K-Mart building because Measurement Inc. had moved into a portion of the building. He said the roof had been rebuilt in this section. The portion to be demolished was for the remaining section of K-Mart that is abandoned and on which the roof was collapsing.

Attorney Winters said this portion, which Ron referred to, was also the one, which Chief Copeland indicated that if a fire occurred there, the firefighters would not be allowed in because of the danger of the roof collapsing.

The Board agreed to add this under other business.

1416 Blossom Avenue:

Attorney Winters said they had just gotten a report today from neighbors complaining of odors, unsightliness and decay from that house. He said he would come back to the Board in two weeks with details for formal authorization to proceed to court.

General Legal Update:

Attorney Winters reported a number of demolitions had been completed. He said the Ramblewood house had been completed. The Wingate property clean-up was coming along.

Michael Radzik, Office of Community Standards Director, said the reimbursement process had been completed for all but one of the demolition projects that were funded through the Federal HUD Grant for Neighborhood Stabilization. There were fifteen projects under that grant totaling over \$150,000. The County said they were in proper form so he anticipated that payment in the near future. The only one remaining was on Bradley street and he said we were working through the Probate Court to get legal authority to complete that demolition. He said some of the bids came in less than what was anticipated and some deficiencies were realized, therefore, he thought about \$20,000 would be left over to then be used for some of the projects the Board just recently authorized. He felt specifically the Holmes Road house owned by Mr. Kircher and possibly the Velvet Touch building, could use some of those funds to offset those costs.

Michael Radzik continued to report on a new public nuisance at 1416 Blossom Street. He said this was previously an occupied rental property until late 2009 or early 2010, when it appeared the landlord lost it to mortgage foreclosure, followed by eviction in March 2010. The Township had been cutting the grass all last year and this year. He said the Township tried to work through the bank that owns the property in Texas but the real estate agent has reported his client won't respond. Mr. Radzik felt there was no recourse but to move forward with legal action.

NEW BUSINESS

1. RECOMMENDATION OF HEALTH CARE COMMITTEE TO UTILIZE MARWIL & ASSOCIATES AS THE AGENT/BROKER OF YPSILANTI TOWNSHIP TO ASSIST WITH THE HEALTH CARE NEEDS PROVIDED BY OUR CURRENT INSURANCE CARRIER AT NO ADDITIONAL COST

Karen Wallin, Human Resources, publicly thanked everyone that was involved in the Health Care Committee. She said there had been five very good presentations. She felt Marwil had the best presentation and it was the unanimous recommendation from the committee. Supervisor Stumbo asked her if the cost was already paid for within our current Blue Cross/Blue Shield premiums and Karen Wallin said that was correct.

Mike Martin, Trustee, said he found it very interesting that everyone, but Marwil seemed to speak from a scripted presentation. He was impressed with the knowledge, innovative ideas and encouragement that the Marwil representative had presented to the union and non-union employees, as well as the Township. He and Karen explained that Marwil deals with a higher number of municipalities for their health care insurance needs than any of the others companies that gave presentations. He said it was a one year program, so it can be assessed at the end the year to see if we want to continue with them.

Supervisor Stumbo asked what the time frame would be on this if it was authorized. Mike Martin said they needed about seventy days to finalize.

Clerk Lovejoy Roe explained that the time crunch comes into play because of including the retirees. She felt the good news was that all the unions were represented at the committee table, now, and if it were approved tonight, they would start working with our actual figures and then be ready to take to each union for ratification. Clerk Lovejoy Roe thanked Mike Martin, Karen Wallin and Tom Stachlewitz for their work on this project and all the Health Care team members.

Dennis Doelle, Marwil representative, said he felt about 90% of the work had already been completed. He thanked the team he had worked with and said they were excited about the possibility of being part of that team.

Supervisor Stumbo asked how many retirees the Township had. Mr. Doelle responded there were 51 eligible Medicare contracts. Karen Wallin said another 20 or 25 employees were under the age of 65.

2. AATA SERVICE AGREEMENT

Supervisor Stumbo reported the AATA agreement had a \$118.00 increase.

3. BUDGET AMENDMENT #11

Clerk Lovejoy Roe said this was an oversight from the last meeting. She explained this was a budget amendment for the landscaping.

4. MTA ON THE ROAD

Clerk Lovejoy Roe explained this was an educational workshop. She said the cost would be \$109 per board member.

ADJOURNMENT

The meeting adjourned at approximately 6:52 p.m.

Respectfully submitted,

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI MINUTES OF THE OCTOBER 4, 2011 REGULAR MEETING

PROPOSED

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

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

Legal Counsel: Wm. Douglas Winters

CONSENT AGENDA

- A. MINUTES OF THE SEPTEMBER 20, 2011 WORK SESSION AND REGULAR MEETING
- **B. OCTOBER 4, 2011 STATEMENTS AND CHECKS**

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

SUPERVISOR REPORT

- Ypsilanti Township lost a great friend, resident & volunteer for the Ypsilanti Community Al Shelton
- Leadsonline is a pawn shop software program
- Request from resident for snow removal ordinance on Hewitt Road for children walking to school

9/21/11

• Attended Cliffs on the Bay NHW meeting

9/22/11

- Attended MPO Exploration Committee meeting at WATS
- Karen Lovejoy Roe & I attended Hope Clinic Open House
- Attended Pointe at Island Lake NHW meeting

9/26/11

• Met with resident Howard Goodine regarding youth facility in Ypsilanti Township and off premise sign

9/27/11

- 3 FTOs attended weekly police meeting included owner of apartments on Holmes Road
- Attended Sugarbrook NHW meeting

9/28/11

- 3 FTOs attended Ypsilanti Area CVB Strategic planning meeting
- Attended Lake Pointe Apartments NHW meeting

9/29/11

- Attended weekly development team meeting, which included Joe & Naz Sesi and a representative from the Washtenaw County Road Commission
- Met with Sheriff Clayton
- Attended Roundtree NHW meeting

9/30/11

• Larry Doe, Mike Radzik, Ron Fulton, Doug Winters and I met with Environmental Quality Company to discuss the possibility of a transfer station being located on Norfolk Southern property in Ypsilanti Township

10/1/11

Attended appreciation ceremony for Pastor Riley, celebrating 30 years of service

10/3/11

- Larry Doe, Karen Wallin, Chief Copeland and I met with representatives of the Firefighter's Union to discuss a grievance issue
- Larry Doe and I met with Tom Colis and Paul Stauder to discuss a refunding bond for YCUA
- 3 FTOs, Mike Radzik, Ron Fulton and Doug Winters met with Kirk Profit and representatives of the Michigan State Police to discuss a possible lease of the State Police Post on Huron Street. We would move our Washtenaw County Sheriff Department to the new location and it would also be a satellite location for the Michigan State Police, with four State Troopers and two motor carriers

CLERK REPORT

- Ypsilanti Township Health Care Committee has met on several days with five different Health Care Agents over the past two months. It has been an extremely educational experience and the committee plans on recommending an Agent to the Township Board for approval at the Oct. 4, 2011 Board Meeting. Once the Agent is selected the Committee will work with the Agent to study and finally make a recommendation to the board and the labor unions for changes to the township health care plan(s) that will keep costs manageable for both the township and employees, meet the legislative requirements and provide health care to the employees.
- Redistricting Plans for the state legislative districts will be finalized in January 2012. At the time the districts are finalized the Clerk's office will be issuing new voter registration cards to all voters who are impacted by the Federal, State and County boundary changes.
- Election Committee has approved changes to Precincts 17, 18, 4, & 6. These changes will make the precincts more balanced in the number of voters and expedite the voting process on election days. Election Committee has also approved list of election inspectors to be used for the November 8, 2011 election.
- Last Day to Register to Vote for the November 8, 2011 election is OCTOBER 11, 2011.
- The Republican Primary will take place on February 28, 2012.
- Work is in progress to have new maps printed for both the precinct maps for Ypsilanti Township and the County Commissioner Districts that will be impacted by the state district and county commissioner boundary changes.
- DTE work for has started and will be completed shortly for complete circuit replacement of streetlights in West Willow. This will help because of the age of the lines and repeated outages related to line problems in this part of the township.
- GM Property Plans RACER Trust A meeting was held that the township representatives attended on August 25, 2011. Meetings and plans are underway for Wayne County and Washtenaw County and Ypsilanti Township to work collaboratively with the RACER Trust to develop a vision for future utilization of the GM property. Marketing and review of interested parties will be done cooperatively and in conjunction

with all the stakeholders involved including the Willow Run Airport authority. A lot of interest has been expressed by several substantial businesses and developers. It was reported at the RACER meeting with the township and others that major improvements were being planned and hopefully funded soon for the Willow Run Airport.

- Pastors Meeting focusing on High School students in the Ypsilanti area was held on August 24, 2011. Pastors, school representatives and elected officials in the area are meeting to focus on supporting the students and schools in the area.
- Washtenaw County Parks and Recreation meeting on August 29, 2011 continued a dialogue with county parks and recreation staff and commissioners, Washtenaw County Commissioners, City and Township staff and officials, River UP! staff and supporters and Huron River Water Shed staff and state legislators. The meeting focused on the proposed new county recreation facility to be located on the Water Street property in the city of Ypsilanti if approved by City Council and improvements to the Huron River including access in and out of the river at a variety of points by canoe and improvements to these access points and also a bridge under I-94 for access to the islands and trails in North Bay Park.
- Met with Ann Arbor Spark and Spark East new Director, Paul Kruto. Spark is undergoing major staff changes due to the departure of many staff members to the State of Michigan Economic Development Corporation. The new director is extremely excited about this new position and opportunity and has hit the ground running.
- East Arbor Academy ribbon cutting for the new elementary, middle and high school complex located on the corner of Merritt and Hitchingham Roads was held on August 30, 2011. It was attended by many community members, parents, students and elected officials from the region.
- On August 29, 2011 a Reimaging Washtenaw Tour was organized. Elected officials, transportation staff, planning staff participated in a tour of Washtenaw Ave as a part of reviewing the area for possible grants for creating better handling of street water run-off as street, sidewalk and bus stop improvements are planned.
- September 1, 2011 Department of Justice meeting with the Sheriff's Department was held at Hogback service center to discuss ways to improve community relations in Washtenaw County.
- Police Services Steering Committee Meeting was held on September 7, 2011 at the Zeeb Road Complex. It was announced that the police contract would be going to the Washtenaw County Board of Commissioners for approval very shortly.
- Hope Clinic Open House was held on September 22, 2011. This facility serves the entire community for dental and health care needs. It also provides assistance with food and other resources for those in need. It is a beautiful facility and is operated with donations and volunteers.
- Aerotropolis Branding Session was held in the township board room on September 23, 2011 and attended by many Wayne and Washtenaw County, township and city leaders, staff and economic partners to work on visioning for a brand name for the Aerotropolis region. Attendees participate in visioning and idea exchanges as plans are made to move the identity of this corridor and economic region forward. Attendees were asked to meet with businesses in their communities that were willing to tell the story of why their business located or grew in this region.
- Urban County Executive Meeting was held on September 27, 2011. It was announced that seven more municipalities will be joining the group in 2012. Staff reported the large HUD grant had been submitted and the possibility of another round of Neighborhood Stabilization Program dollars may be available. These funds will be dependent on the current budget proposals being discussed at the federal level.
- Ypsilanti Convention and Visitors Bureau strategic planning session on September 28, 2011 was attended by many groups, organizational

representatives to plan for marketing and increasing tourism and economic development in the Ypsilanti area.

• Washtenaw County Clerks meeting was held on September 28, 2011. Updates and plans for future elections were presented and shared.

ATTORNEY REPORT

A. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IF NECESSARY, IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 7331 ESSEX DRIVE

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to authorize legal action, if necessary, in Washtenaw County Circuit Court to abate public nuisance for the property located at 7331 Essex Drive. The motion carried unanimously.

Attorney Winters provided an overview of the deplorable condition of the foreclosed home at 7331 Essex Drive, located in Green Farms Subdivision No. 7.

B. GENERAL LEGAL UPDATE

Attorney Winters informed the Board that there had been a lot better communication between the Sheriff's Department, attorneys office, and the Court. He recognized the officers have been showing up for the court appearances and when they have been unable to do so, they have notified them, so they can adjourn for a later date, rather than have to dismiss the case. He further explained those factors, working together, have caused greater accountability to those who have received tickets, and thus greater revenue for the courts.

C. REQUEST TO AUTHORIZE BUILDING DIRECTOR, RON FULTON, TO PREPARE REQUESTS FOR PROPOSALS TO SEEK THE DEMOLITION OF A PORTION OFTHE K-MART BUILDING IN GAULT VILLAGE, THAT HAS BEEN CITED AS A PUBLIC NUISANCE

Attorney Winters explained that Judge Shelton had ordered that portion of Gault Village demolished by November, 6, 2011. He said the judge also included in the court order that, in the event the shopping center did not proceed with the demolition, the Township could do that for them. He further explained that the rent from the remaining tenants would be assigned to the township to fulfill the costs for the demolition. Attorney Winters explained we needed to see what the costs would be ahead of time, in order to determine if the rent would need to be collected beforehand, thus preventing a financial burden on the township.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie, for the recommendation to authorize the advertising and seeking of requests for proposals for partial demolition of the K-Mart building located at 1075 Emerick. The motion carried unanimously.

NEW BUSINESS

1. RECOMMENDATION OF HEALTH CARE COMMITTEE TO UTILIZE MARWIL & ASSOCIATES AS THE AGENT/BROKER FOR YPSILANTI TOWNSHIP TO ASSIST WITH HEALTH CARE NEEDS, PROVIDED BY OUR CURRENT INSURANCE CARRIER AT NO ADDITIONAL COST

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe, to approve the recommendation of Health Care Committee to utilize Marwil &

Associates as the Agent/Broker for the Ypsilanti Township to assist with Health Care needs provided by our current insurance carrier at no additional cost.

Supervisor Stumbo explained the goal was to get health care costs at the government approved ceiling that the State Legislature had imposed, so no one had to pay additional costs. She said the timing for this was really good, since the union contracts are up for the 14-B Court, AFSCME, the Teamsters, and the Firefighters.

Karen Wallin, Human Resources, said the Broker/Agent would be able to assist in finding ways to reduce cost and therefore reducing cost for employees and still afford employees with very good benefits for health care. She thanked Dennis Doelle and Doug Swiss for attending the meeting and for their help. She also thanked the Health Care Committee for their worthwhile input.

Trustee Mike Martin commended Dennis Doelle on his knowledge and innovative ideas. He was pleased the costs were able to stay within our current budget for Health Care premiums. Trustee Martin felt some of their ideas would save a lot of money while providing excellent health care to all township employees.

The motion carried unanimously.

2. AATA SERVICE AGREEMENT FOR THE PERIOD OF OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2012 IN THE AMOUNT OF \$298,508.00, BUDGETED IN LINE ITEM #101.956.000.818.014

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe, to approve and authorize the signing of the AATA Service Agreement for the period of October 1, 2011 through September 30, 2012, in the amount of \$298,508.00 budgeted in line item #101.956.000.818.014 (see attached). The motion carried unanimously.

Supervisor Stumbo said the increase this year was \$118.00 and would keep the same service we have currently.

3. BUDGET AMENDMENT #11

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #11 (see attached). The motion carried unanimously.

4. MTA ON THE ROAD – FALL 2011 REGIONAL TRAINING, MONDAY, OCTOBER 17, 2011 IN THE AMOUNT OF \$109.00 PER BOARD MEMBER, BUDGETED IN LINE ITEM #101.227.000.960.000

A motion made by Trustee Hall Currie, supported by Clerk Lovejoy Roe to approve MTA On The Road – Fall 2011 Regional Training, Monday, October 17, 2011 in the amount of \$109.00 per Board member, budgeted in line item #101.227.000.960.000. The motion carried unanimously.

ADJOURNMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe, To adjourn the meeting. The motion carried unanimously.

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

Respectfully submitted,

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

PURCHASE OF SERVICE AGREEMENT

THE ANN ARBOR TRANSPORTATION AUTHORITY (hereinafter referred to as "Authority"), 2700 South Industrial Highway, Ann Arbor, Michigan 48104, and the Ypsilanti Township, (hereinafter referred to as "Purchaser"), 7200 Huron River Drive, Ypsilanti, Michigan 48197, in consideration of the mutual promises contained herein, do hereby agree as follows:

1. <u>TERM</u>

The term of this Agreement is October 1, 2011 through September 30, 2012.

2. SERVICE PROVIDED

The Authority will provide public transit service according to the map(s) and schedule(s) for routes 4, 5, 6, 10, 11, 20, and other service descriptions contained in the Ride Guide included as Exhibit #1, and made part hereof. Said route(s) and schedule(s) may be modified by the AATA, at its discretion, for reasons including but not limited to those set forth in Section 4 below, subject to the procedures set forth in the Policy for Public Input on Service and Fare Changes attached hereto as Exhibit #3.

3. DESIGNATED REPRESENTATIVES

The Purchaser agrees to designate a representative as its agent to work in cooperation with designated representatives for the Ann Arbor Transportation Authority, overseeing the conduct of this service, modifications thereto and evaluation thereof. Nothing herein will be construed to limit the legal powers of the Authority or of the governing body of any governmental unit.

4. FINANCIAL MANAGEMENT

4.1 Payments by Purchaser

Purchaser agrees that its total obligation will be \$298,508, unless otherwise agreed by the parties. The calculation of revenues is included as Exhibit #2.

Purchaser agrees to pay this amount in four equal payments. The Authority will submit invoices to the Purchaser quarterly, on or about the first of November, February, May, and August. The Authority will refund to the Purchaser any overpayment resulting from a reduction in service.

4.2 Financial Assumptions, Power of Authority to Modify Services

It is expressly understood by the parties that the charges to the Purchaser are based on the Authority's Annual Operating Budget including the projected level of expenses and revenues necessary to implement the Annual Service Plan. The annual service hours and expenses and the calculation of the projected revenues to meet these fixed-route and demand-response expenses are attached as Exhibit #2. In the event that variances in costs or revenues render it impossible, in the reasonable judgment of the Authority, to provide the number of service hours at the local costs indicated in Exhibit #2 without undue financial loss, the parties will renegotiate such hours and charges.

4.3 Mutual Cooperation Among Governmental Units

It is further understood and agreed that the other governmental units or entities have entered or are expected to enter into similar contracts with the Authority. Transit services covered by this and other contracts are interdependent such that if any purchaser breaches its contract, fails to enter into a contract, or terminates its agreement, the Authority may modify, reduce, or cancel routes or hours of service covered under this Agreement subject to the procedures contained in Exhibit #3.

4.4 Fares

It is expressly understood that determination of fare levels and all policies relating to fare collection and administration will be the responsibility of the Authority and may be modified during this agreement subject to the procedures contained in Exhibit #3.

5. <u>EQUIPMENT</u>

The Authority will provide all hardware and vehicles necessary for the service to be rendered hereunder, will maintain said equipment and will retain ownership of said equipment.

6. <u>PERSONNEL</u>

The Authority will provide the personnel necessary to fulfill its obligation hereunder, and retains complete authority in hiring, regulation and termination of said personnel.

7. INDEMNIFICATION

The Authority will indemnify Purchaser and hold Purchaser harmless from all claims, suits, actions and damages resulting from operation of vehicles conducted by the Authority under this Agreement except to the extent that such damages are caused by the Purchaser. It is not the intent of the Authority to waive any governmental immunity otherwise available to it. Purchaser, subject to any governmental immunity available to it, will indemnify and hold the Authority harmless from all claims, suits, actions, and damages caused by its officers, agents, or employees except to the extent caused by the Authority.

8. ASSIGNMENT

This Agreement will not be assigned by either party without the written consent of the other.

9. <u>EXTENSION</u>

It is the intent of the parties to engage in this service for a period longer than that cited in Paragraph 1, providing that the service is satisfactory to the parties. Therefore, the parties agree that this Contract shall be extended for successive periods of one year each unless a party notifies the other of

its intent not to renew no less than 90 days before the end of the prior period, the same terms and conditions provided, however, that Exhibit #2 and the terms set forth in Paragraph 4 will be renegotiated. In the event that the parties fail to reach agreement on any or all of these items, then this extension will be null and void and of no effect.

10. TERMINATION

Either party may cancel its participation in this agreement or terminate any services provided under this agreement at any time without further liability upon providing 90 days notice in writing to the other party of intent to cancel.

11. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Contract, the Ann Arbor Transportation Authority will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, age, or national origin, other than as a bonafide occupational qualification. The Ann Arbor Transportation Authority represents that it has taken and will continue to take affirmative actions to ensure that applicants are selected, and that employees are treated during their employment, without regard to their race, religion, color, sex, handicap, age or national origin.

12. MODIFICATION OF AGREEMENT

This contract may be modified in writing by mutual agreement of the parties.

13. EVIDENCE OF INSURANCE

The Ann Arbor Transportation Authority shall obtain and maintain during the term of this Agreement the following insurance:

- a. Workers Compensation insurance with Michigan statutory limits and employers liability insurance with minimum limits of \$500,000 each accident.
- b. Public liability insurance with limits of no less than \$1,000,000 each occurrence and aggregate for bodily injury and property damage, as well as an umbrella policy with limits no less than \$5,000,000. The Purchaser is named as additional insured as respects general liability claims resulting from the operation of the Ann Arbor Transportation Authority. The policy of insurance must be current and must be accompanied by a statement, which indicates that the policy shall not be canceled, without at least sixty (60) days prior notification to the Purchaser, of such cancellation.
- c. Automobile liability insurance covering all owned, hired and non-owned vehicles, with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance law, including residual liability insurance with minimum limits of \$1,000,000 combined single limits bodily injury and/or property damage each accident. The policy of insurance must be current and must be accompanied by

a statement, which indicates that the policy shall not be canceled, without at least sixty (60) days prior notification to the Purchaser, of such cancellation.

Executed in duplicate this 22nd day of September, 2011.

ANN ARBOR TRANSPORTATION AUTHORITY

Michael Ford

Michael Ford ' Chief Executive Officer

YPSILANTI TOWNSHIP

Themle A. Le-

Brenda L. Stumbo Ypsilanti Township Supervisor

Karen Lovejoy Roe/ Ypsilanti Township Clerk

Exhibit #2

page 1

YPSILANTI TOWNSHIP Fixed Route Service COST CALCULATION

	FY 2011	FY 2012	CHANGE
EXPENSES			
Service Hours Cost per Service Hour *	6,635 \$99.86	6,635 \$112,43	0.0% 12.6%
Total Cost	\$662,571	\$745,973	12.6%
* Cost per service hour increased	to the fully-allocat	ed cost in 2012	
REVENUES			
Federal Operating Assistance	\$94,086	\$103,026	9.5%
State Operating Assistance	\$207,318	\$234,310	13.0%
Passenger Fares	<u>\$142,424</u>	<u>\$163,107</u>	14.5%
Revenue Subtotal	\$443,828	\$500,443	12.8%
Local Share	<u>\$218,743</u>	<u>\$245,530</u>	12.2%
Revenue Total	\$662,571	\$745,973	12.6%

Ypsilanti Township			
Payment	\$218,743	\$245,530	12.2%

YPSILANTI TOWNSHIP A-Ride Service COST CALCULATION

	2011 Budgeted	2012 Budgeted	CHANGE	
EXPENSES				
Passenger Trips	16,335	15,466	-5.3%	
Cost per Trip	\$19.99	\$21.61	8.1%	
Total Cost	\$326,541	\$334,220	2.4%	
REVENUES				
Federal Operating Assistance	\$91,939	\$92,500	0.6%	
State Operating Assistance	\$106,949	\$142,345	33.1%	
Passenger Fares	<u>\$49,006</u>	<u>\$46,398</u>	-5.3%	
Revenue Subtotal	\$247,894	\$281,243	13.5%	
Local Share	\$78,647	\$52,978	-32.6%	
Total Revenue	\$326,541	\$334,220	2.4%	
Ypsilanti Township Payment	\$78,647	\$52,978	-32.6%	

CHARTER TOWNSHIP OF YPSILANTI 2011 BUDGET AMENDMENT #11 October 4, 2011

212 - BIKE, SIDEWALK, RECREATION, ROAD AND GENERAL OPERATIONS FUND (BSR II)

Total Increase \$3,965.00

Increase expenditure budget for Professional Services to cover expense of landscaping at the Civic Center to be done by Heppner Landscaping, approved at the September 20, 2011 Board Meeting. This will be funded by an appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	212.000.000.699.000	\$3,965.00
		Net Revenues	\$3,965.00
Expenditures	Capital Outlay - Other	212.212.000-801.000	\$3,965.00
		Net Expenditures	\$3,965.00

OFFICE OF THE TREASURER LARRY J. DOE

Charter Township of Ypsilanti "Placing Residents First"

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

Account Name	Beginning Balance	Cash Receipts	Cash Disbursements	Ending Balance
101 - General Fund	5,233,710.97	434,617.46	908,471.31	4,759,857.12
101 - Payroll	80,955.38	952,078.50	922,903.46	110,130.42
101 - Willow Run Escrow	141,277.08	11.62	0.00	141,288.70
206 - Fire Department	3,568,318.22	1,918.47	388,984.79	3,181,251.90
208 - Parks Fund	21,494.17	1.74	310.73	21,185.18
211 - Bicycle Path	34,749.90	2.81	1,077.75	33,674.96
212 - Roads/Bike Path/Rec/General Fund	825,956.66	280,172.59	125.00	1,106,004.25
225 - Environmental Clean-up	443,417.22	36.44	0.00	443,453.66
226 - Environmental Services	4,278,548.16	1,361.53	200,994.30	4,078,915.39
230 - Recreation	260,347.67	38,718.60	80,921.07	218,145.20
236 - 14-B District Court	62,653.23	69,733.12	90,813.93	41,572.42
244 - Economic Development	67,041.52	5.51	0.00	67,047.03
245 - Public Improvement	523.44	0.04	0.00	523.48
248 - Rental Inspections	20,582.17	6,106.62	6,198.77	20,490.02
249 - Building Department Fund	250,461.65	22,199.15	22,585.89	250,074.91
250 - LDFA Tax	304.58	0.02	0.00	304.60
252 - Hydro Station Fund	564,126.98	8,900.49	20,209.08	552,818.39
266 - Law Enforcement Fund	5,443,551.36	497.75	925,311.38	4,518,737.73
280 - State Grants	18,346.01	1.51	0.00	18,347.52
283 - Neighborhood Stabilization	19,288.85	1.26	15,000.00	4,290.11
301 - General Obligation	395,394.10	47.33	0.00	395,441.43
396 - Series "A" Bond Payments	1,865.38	0.15	0.00	1,865.53
397 - Series "B" Cap. Cost of Funds	9,209.47	0.60	7,403.06	1,807.01
398 - LDFA 2006 Bonds	97,016.13	7.24	66,510.00	30,513.37
498 - Capital Improvement 2006 Bond Fund	344,194.42	28.29	0.00	344,222.71
584 - Green Oaks Golf Course	221,579.97	73,428.22	68,258.83	226,749.36
590 - Compost Site	1,170,632.65	36,148.79	20,043.83	1,186,737.61
595 - Motor Pool	447,835.66	14,607.94	10,938.15	451,505.45
701 - General Tax Collection	8,010.33	10,583.33	9,667.78	8,925.88
703 - Current Tax Collections	4,354,130.88	23,478,215.13	25,809,935.05	2,022,410.96
707 - Bonds & Escrow/GreenTop	624,745.44	23,911.97	5,392.50	643,264.91
708 - Fire Withholding Bonds	131,942.76	0.00	7,067.40	124,875.36
893 - Nuisance Abatement Fund	112,379.19	5,586.50	24,203.00	93,762.69
ABN AMRO Series "B" Debt Red. Cap.Int.	48,027.27	0.00	0.00	48,027.27
Comerica Series B Bond	1,918.25	0.24	25.00	1,893.49
GRAND TOTAL	29,304,537.12	25,458,930.96	29,613,352.06	25,150,116.02

Ohender	Taunahin af	V			BANK: HAND CHECKS		Date: Time: Page:	10/12/2011 10:54 am 2
Check	Township of Check	Status	Void/Stop	Vendor		·····	Faye.	
Number	Date	Status	Date	Number	Vendor Name	Check Description		Amoun
HAND CI	HECKS Chec	ks						
155700	09/30/2011	Printed		13181	ERIC JONES	JUROR COMPENSATION		14.00
155701	09/30/2011	Printed		13188	MICHAEL LAWRENCE	JUROR COMPENSATION		14.00
155702	09/30/2011	Printed		13180	JUSTIN LAWSON	JUROR COMPENSATION		14.00
155703	09/30/2011	Printed		13173	SHARON LEONARD	JUROR COMPENSATION		55.50
155704	09/30/2011	Printed		13172	JENNIFER LITTLE	JUROR COMPENSATION		14.00
155705	09/30/2011	Printed		13187	JONATHAN LUKER	JUROR COMPENSATION		14.00
155706	09/30/2011	Printed		13183	DEBRA MARTINEZ	JUROR COMPENSATION		14.00
155707	09/30/2011	Printed		13189	BECKY MOURGAS	JUROR COMPENSATION		55.50
155708	09/30/2011	Printed		13179	PEGGY MURRAY	JUROR COMPENSATION		14.00
155709	09/30/2011	Printed		13197	MICHAEL OLIVERO	JUROR COMPENSATION		14.00
155710	09/30/2011	Printed		13192	BEVERLY PIERCE	JUROR COMPENSATION		14.00
155711	09/30/2011	Printed		13176	SILMORE RUFFIN	JUROR COMPENSATION		14.00
155712	09/30/2011	Printed		13184	KATHLEEN SLOWEY	JUROR COMPENSATION		14.00
155713	09/30/2011	Printed		13196	CHRISTINE SMITH	JUROR COMPENSATION		14.00
155714	09/30/2011	Printed		13195	MICHAEL WILLIAMS	JUROR COMPENSATION		14.00
155715	09/30/2011	Printed		0174	HONEYWELL	ENERGY IMPROVEMENT		16,533.00
155716	09/30/2011	Printed		16323	MICHIGAN MARINE	NORTH HYDRO PARK REPAIRS		4,000.00
155717	09/30/2011	Printed		6263	STANDARD INSURANCE COMPANY	LIFE & DISABILITY - OCT. 20	011	3,534.96
155718	10/04/2011	Printed		0118	DTE ENERGY	GAS & ELECTRIC INVOICES	6	16,394.66
155719	10/06/2011	Printed		0909	AT & T*	ACCT. #053 294-5212 001		33.45
155720	10/06/2011	Printed		0070	GREAT LAKES TELECOM,			54.65
155721	10/06/2011	Printed		0070	GREAT LAKES TELECOM,			87.72
155722	10/06/2011	Printed		0426	GUARDIAN ALARM	BILLING: 7200 S. HURON RIVER		305.19
155723	10/06/2011	Printed		0426	GUARDIAN ALARM	BILLING: GREEN OAKS GO	LF	163.11
155724	10/06/2011	Printed		0426	GUARDIAN ALARM	BILLING: 2025 E. CLARK ROAD		1,217.52
155725	10/06/2011	Printed		4402	TDS METROCOM	ACCT. #825 609 0021		883.05
155726	10/06/2011	Printed		1475	VERIZON WIRELESS	ACCT. #585505481-00001		250.27
155727	10/06/2011	Printed		1475	VERIZON WIRELESS	ACCT. #385474612-00001		2,285.05
155728	10/06/2011	Printed		15934	WASTE MANAGEMENT	ACCT. #389-0054671-1389-9		206.75
155729	10/06/2011	Printed		6039	WASTE MANAGEMENT*	SPECIAL PICK UPS 2011		100.00
155730	10/06/2011	Printed		6039	WASTE MANAGEMENT*	SPECIAL PICK UP 2011		50.00
				Total Cl	hecks: 92 C	hecks Total (excluding void check	s):	123,981.42
				Total Payr	nents: 92	Bank Total (excluding vold check	s):	123,981.42

Total Payments: 92

Accounts Parlable Checks - 642,513.51

Grand Total (excluding void checks):

123,981.42

HAND Checks - 123,981.42Grand Total - 766,494.93

Charter 1	Township of	Ynsilanti			BANK: HAND CHECKS		Date: Time: Page:	10/12/201 [.] 10:54 an 1
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	- ugo.	Amou
	HECKS Chec		Date	Number				
				0004	AT 0 T	ACOT #724 424 2020 000 4		36.2
155639 155640	09/27/2011	Printed		6821	AT&T	ACCT. #734 434-2020 090 1 ACCT. #734 480-9586 427 9		36.4
155641	09/27/2011 09/27/2011	Printed Printed		6821 6821	АТ & Т АТ & Т	ACCT. #734 483-0777 627 6		30.4
						ACCT. #734 484-1536 689 4		55.0
155642 155643	09/27/2011 09/27/2011	Printed Printed		6821 6821	AT & T AT & T	ACCT. #734 484-3773 758 5		75.6
155644	09/27/2011	Printed		6821	AT&T AT&T	ACCT. #734 484-7323 055 2		84.3
155645	09/27/2011	Printed		6821	AT&T	ACCT. #734 484-7336 868 3		26.3
155646	09/27/2011	Printed		0363	COMCAST CABLE	ACCT. #09588 307929-01-7		153.
155647	09/27/2011	Printed		0363	COMCAST CABLE	ACCT. #09588 290641-01-7		38.
155648	09/27/2011	Printed		0363	COMCAST CABLE	ACCT. #09588 352887-01-2		74.9
155649	09/27/2011	Printed		0363	COMCAST CABLE	ACCT. #09588 302000-01-0		74.
155650	09/27/2011	Printed		0363	COMCAST CABLE	ACCT. #09588 290692-01-0		79.9
155651	09/27/2011	Printed		0363	COMCAST CABLE	ACCT, #09588 301061-01-3		104.9
155652	09/27/2011	Printed		0119	DTE ENERGY**	STREETLIGHTS - AUGUST		75,585.
100002	09/2//2011	Finted		0115	DIE ENERGI	2011		10,000.
155653	09/30/2011	Printed		13147	CINDY ADKINS	JUROR COMPENSATION		14.0
155654	09/30/2011	Printed		13153	LINDA ALEXANDER	JUROR COMPENSATION		14.
155655	09/30/2011	Printed		13163	JOE ALLEN	JUROR COMPENSATION		14.
155656	09/30/2011	Printed		13137	JILL ANDERSON	JUROR COMPENSATION		14.
155657	09/30/2011	Printed		13154	DIANE BRAUN	JUROR COMPENSATION		14.
155658	09/30/2011	Printed		13165	JENNIFER CHANCE	JUROR COMPENSATION		14.
155659	09/30/2011	Printed		13164	CAROL COLE	JUROR COMPENSATION		14.
55660	09/30/2011	Printed		13148	DIANETTA COVINGTON	JUROR COMPENSATION		14.
55661	09/30/2011	Printed		13143	REBECCA CRAIGMILE	JUROR COMPENSATION		14.
55662	09/30/2011	Printed		13139	RICKI CROSS	JUROR COMPENSATION		14.
55663	09/30/2011	Printed		13161	JASON DAVIS	JUROR COMPENSATION		14.
155664	09/30/2011	Printed		13152	KIARA DONAHOO	JUROR COMPENSATION		14.
155665	09/30/2011	Printed		13138	JOHN DUNN	JUROR COMPENSATION		14.
155666	09/30/2011	Printed		13136	DAINA FALING	JUROR COMPENSATION		14.
155667	09/30/2011	Printed		13145	ESSIE GRIFFIN	JUROR COMPENSATION		35.
155668	09/30/2011	Printed		13167	CAROL HADDAD	JUROR COMPENSATION		14.
155669	09/30/2011	Printed		13150	BETTY MARR	JUROR COMPENSATION		14.
155670	09/30/2011	Printed		13156	RONALD MCBURROWS	JUROR COMPENSATION		14.
155671	09/30/2011	Printed		13146	OVERKLEEFT-FULLERTON,	JUROR COMPENSATION		14.
155672	09/30/2011	Printed		13140	RACHEL PALNAU	JUROR COMPENSATION		14.
55673	09/30/2011	Printed		13160	MARIA REYES	JUROR COMPENSATION		14.
55674	09/30/2011	Printed		13159	DANIEL RUCINSKI	JUROR COMPENSATION		14.
55675	09/30/2011	Printed		13162	ROBERT SMITH	JUROR COMPENSATION		14.
55676	09/30/2011	Printed		13149	JANET SPRAGG	JUROR COMPENSATION		14.
55677	09/30/2011	Printed		13142	CHRISTINE STEVENS	JUROR COMPENSATION		14.
55678	09/30/2011	Printed		13151	CHARLETTE STONER	JUROR COMPENSATION		14.
55679	09/30/2011	Printed		13157	JEFFREY TEFFT	JUROR COMPENSATION		14.
55680	09/30/2011	Printed		13144	GARY TOWLER	JUROR COMPENSATION		14.
55681	09/30/2011	Printed		13166	BETTY TYLER	JUROR COMPENSATION		14.
55682	09/30/2011	Printed		13141	NATHAN VAUGHN	JUROR COMPENSATION		14.
55683	09/30/2011	Printed		13158	MARGARET WRIGHT	JUROR COMPENSATION		14
55684	09/30/2011	Printed		13155	VALERIE WRIGHT	JUROR COMPENSATION		14
55685	09/30/2011	Printed		13174	LORI ALCOCK	JUROR COMPENSATION		14
55686	09/30/2011	Printed		13193	DORIS ALLEN	JUROR COMPENSATION		14
55687	09/30/2011	Printed		13171	BELINDA ARMSTRONG	JUROR COMPENSATION		55
55688	09/30/2011	Printed		13191	OLA BANCOLE	JUROR COMPENSATION		14
55689	09/30/2011	Printed		13168	PAUL BROOKS	JUROR COMPENSATION		14
55690	09/30/2011	Printed		13169	SHERRY BRUBAKER	JUROR COMPENSATION		14
55691	09/30/2011	Printed		13175	SARAH BURNISON	JUROR COMPENSATION		14
55692	09/30/2011	Printed		13186	ALVIN CAMPBELL	JUROR COMPENSATION		55
55693	09/30/2011	Printed		13182	JULIE DEROSSETT	JUROR COMPENSATION		14
55694	09/30/2011	Printed		13190	JERRY FLEMING	JUROR COMPENSATION		14
55695	09/30/2011	Printed		13185	ERIN GABOWITZ	JUROR COMPENSATION		14
55696	09/30/2011	Printed		13194	FRED HAIGHT	JUROR COMPENSATION		55
155697	09/30/2011	Printed		13177	JOHN HOLEVA	JUROR COMPENSATION		14
155698	09/30/2011	Printed		13170	KIMBERLEY HORTON	JUROR COMPENSATION		14
155699	09/30/2011	Printed		13178	JAMES HUDGINS	JUROR COMPENSATION		55

Charter ⁻	Township of	Ypsilanti			BANK:		Date: Time: Page:	10/12/2011 10:52 am 1
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	<u> </u>	Amoun
Checks								
155731	10/11/2011	Printed		0657	14-B DISTRICT COURT	SMALL CLAIMS		20.00
155732	10/11/2011	Printed		0001	A.F. SMITH ELECTRIC	WIRING WORK ON ROOF CONNECTING		9,015.00
155733	10/11/2011	Printed		11339	ACCUSHRED LLC	DOCUMENT DESTRUCTION SVCS		85.00
155734	10/11/2011	Printed		0049	ALL SEASONS LANDSCAPING CO.	SUPPLIES		44.46
155735	10/11/2011	Printed		0560	ALLGRAPHICS CORPORATION	T-SHIRTS FOR YOUTH SOCCER AN F		2,257.95
155736	10/11/2011	Printed		16153	KELSEE ANGELL	REFEREE		20.00
155737	10/11/2011	Printed		0017	ANN ARBOR CLEANING SUPPLY	SUPPLIES		135.90
155738	10/11/2011	Printed		0022	ANN ARBOR WELDING SUPPLY CO			165.75
155739	10/11/2011	Printed		6211	APOLLO FIRE APPARATUS REPAIR	ANNUAL PREVENTIVE MAINTENANCE		906.86
155740	10/11/2011	Printed		0215	AUTO VALUE YPSILANTI	SUPPLIES		305.14
155741	10/11/2011	Printed		0777	BANDIT INDUSTRIES	EQUIPMENT MAINTENANCE		930.51
155742	10/11/2011	Printed		15941	TODD J. BARBER	BUILDING INSPECTIONS		1,650.00
155743 155744	10/11/2011 10/11/2011	Printed Printed		15847 16327	CHRISTOPHER BLINSTRUB BOSAL INTERNATIONAL	REFEREE REFUND - LANDSCAPING		108.00 70,000.00
	40/44/0044	B 4 4 4		45000	BUDYE BOOF DEDAID	BOND		050.00
155745 155746	10/11/2011 10/11/2011	Printed Printed		15380 8416	BURKE ROOF REPAIR C. BARRON & SONS	REPAIRS & MAINTENANCE REFILL DIESEL AND E10-87 FUEI		250.00 7,153.12
155747	10/11/2011	Printed		16328	ARCHIE CARPENTER	REFUND - DOG LICENSE		6.00
155748	10/11/2011	Printed		3460	CDW GOVERNMENT INC	SUPPLIES		79.60
155749	10/11/2011	Printed		0870	CHARTER TOWNSHIP OF SUPERIOR	UTILITIES: GREEN OAKS		5.76
155750	10/11/2011	Printed		15452	COLD CUT KRUISE	PRO SHOP RESALE		121.20
155751	10/11/2011	Printed		2929	KATHY COLLINS	REIMBURSEMENT FOR JURY		20.38
155752	10/11/2011	Printed		0102	COLMAN-WOLF SANITARY SUPPLY CO	SUPPLIES		146.32
155753	10/11/2011	Printed		6974	TERRY CONDIT	UMPIRE		138.00
155754	10/11/2011	Printed		0582	CONGDON'S	SUPPLIES		655.83
155755	10/11/2011	Printed		15851	RUTHANNE DOLINGER	REFEREE		20.00
155756	10/11/2011	Printed		16215	EASTERN MICHIGAN UNIVERSITY	EDUCATION & TRAINING		340.00
155757	10/11/2011	Printed		6951	EMERGENCY VEHICLES PLUS	LADDER 14-1 AIR INTAKE BOOT TO		1,032.89
155758	10/11/2011	Printed		15796	FIRST DUE FIRE SUPPLY	PURCHASE PAIR OF GLOBE FIRE BO		325.00
155759	10/11/2011	Printed		15034	FONDRIEST ENVIRONMENTAL, INC	MAINTENANCE SUPPLIES		97.68
155760	10/11/2011	Printed		0470	FOOTJOY	PRO SHOP RESALE		74.59
155761	10/11/2011	Printed		15879	THOMAS GOODSON	REFEREE		36.00
155762	10/11/2011	Printed		0107	GRAINGER	SUPPLIES		287.33
155763 155764	10/11/2011 10/11/2011	Printed Printed		0158 15884	MARK HAMILTON HEPPNER LANDSCAPE	ATTORNEY FEES - OCT. 2011 PROFESSIONAL SERVICES		1,500.00 1,730.00
155765	10/11/2011	Printed		15884	SERVICES HEPPNER LANDSCAPE	PROFESSIONAL SERVICES		920.00
155766	10/11/2011	Printed		15884	SERVICES HEPPNER LANDSCAPE SERVICES	PROFESSIONAL SERVICES		1,757.00
155767	10/11/2011	Printed		15972	JESSE HILDEBRANDT	REFEREE		30.00
155768	10/11/2011	Printed		16329	ABBY HOLZMAN	REFEREE		20.00
155769	10/11/2011	Printed		0503	HOME DEPOT	SUPPLIES		167.73
155770	10/11/2011	Printed		2898	HURON VALLEY AMBULANCE	FIRE DISPATCHING SERVICE	s	5,654.51
155771	10/11/2011	Printed		6306	IAFC MEMBERSHIP	MEMBERSHIP		204.00
155772	10/11/2011	Printed		15496	J.F. MOORE & ASSOCIATES, LLC	SMALL CLAIMS		27.00
155773	10/11/2011	Printed		15496	J.F. MOORE & ASSOCIATES, LLC	SMALL CLAIMS		124.00
155774	10/11/2011	Printed		16330	ANN JACKSON	PROGRAM INSTRUCTOR		534.80
155775	10/11/2011			16321	LINDA JEAN JEROME	PROGRAM INSTRUCTOR		182.00
155776	10/11/2011	Printed		4467	JOHN DEERE LANDSCAPES	SUPPLIES		267.02

horte- 7	Foundation of	Vnallasti			BANK:		Date: Time:	10/12/201 10:52 an
Check	Cownship of	Status	Void/Stop	Vendor	BANK:		Page:	
lumber	Date	Status	Date	Number	Vendor Name	Check Description		Amou
Checks								
55777	10/11/2011	Printed		6357	JUMP-A-RAMA	PROGRAM INSTRUCTOR		551.6
55778	10/11/2011	Printed		0391	KONICA MINOLTA - ALBIN	EQUIPMENT MAINTENANCE		24.6
55779	10/11/2011	Printed		15998	KOOL RADIATOR	LADDER 14-1. OUT OF SERVICE RA		3,495.0
55780	10/11/2011	Printed		15493	ADAM KURTINAITIS	ELECTRIAL INSPECTIONS		1,500.
55781	10/11/2011	Printed		16155	ASHLEY LORE	REFEREE		20.
55782	10/11/2011	Printed		6467	LOWES	SUPPLIES		110.
55783	10/11/2011	Printed		11330	LSL PLANNING INC	PROFESSIONAL SERVICES		1,428.
55784	10/11/2011	Printed		16324	ARLEEN LYNCH	REFUND - PILATES		16.
55785	10/11/2011	Printed		6471	MASTER TECH APPLIANCE SERVICE	REPAIR OVEN AT HQ- WOULD NOT I		159.
55786	10/11/2011	Printed		15962	GLORIA MAYER	REFEREE		40.
55787	10/11/2011	Printed		15860	JULIA MAYER	REFEREE		60.
55788	10/11/2011	Printed		15886	CASEY MCKEON	REFEREE		33.
55789	10/11/2011	Printed		0253	MCLAIN AND WINTERS	LEGAL SERVICES - SEPT. 2011		86,175.
55790	10/11/2011	Printed		16165	MICHIGAN ABILITY PARTNERS	MAP PROGRAM		5,387.
55791	10/11/2011	Printed		2942	MICHIGAN TOURNAMENT FLEET, INC	GOLF CAR REPAIR		77.
55792	10/11/2011	Printed		4414	ED MICHOWSKI	UMPIRE		46
55793	10/11/2011	Printed		0172		MCAFEE ANTIVIRUS MAINTENANCE R		3,960
55794 55795	10/11/2011	Printed		16331		REFUND - OVERPAYMENT		50 23
55796 55796	10/11/2011 10/11/2011	Printed Printed		2986 15621	NAPA AUTO PARTS* NADER NASSIF	AUTO PARTS COURT APPOINTED ATTY FEES		300
55797	10/11/2011	Printed		15195	MARK NELSON	TRAVEL REIMBURSEMENT		641
55798	10/11/2011	Printed		15195	MARK NELSON	MAGISTRATE FEES - OCT. 2011		1,875
55799	10/11/2011	Printed		1937	OFFICE DEPOT	REPLENISH SUPPLIES		965
55800	10/11/2011	Printed		2997	OFFICE EXPRESS	SUPPLIES		157
55801	10/11/2011	Printed		6893	OFFICE MAX* #434705	SUPPLIES		269
55802	10/11/2011	Printed		1081	OKINAWAN KARATE CLUB	PROGRAM INSTRUCTOR		1,422
55803	10/11/2011	Printed		0147	OSCAR W. LARSON CO.	EMERGENCY SERVICE CALL FOR LIQ		631
55804	10/11/2011			0501	PARK ATHLETIC SUPPLY	SOCKS FOR OUR YOUTH SOCCER LEA		613
55805	10/11/2011	Printed		0913	PARKWAY SERVICES, INC.	RENTAL - HYDRO DAM		120
55806	10/11/2011	Printed		15766		PRO SHOP RESALE ICE CREAM BARS		117.
55807	10/11/2011	Printed		16326	JASMINE PATTERSON	REFUND - ROOM RENTAL		100
55808 55809	10/11/2011 10/11/2011	Printed Printed		2966 15887	PITNEY BOWES POLO FIELDS GOLF & COUNTRY	TERM RENTAL CHARGES BUILDING RENTAL - ELECTIONS		1,860 1,100
55810	10/11/2011	Printed		16325	CARMEN PORSCHE	REFUND - ROOM RENTAL		100
55811	10/11/2011	Printed		16008	PRIORITY ONE EMERGENCY	LIGHT BAR ON UTILITY 14-1 NOT		95
55812	10/11/2011	Printed		6045	QPS PRINTING	SUPPLIES		463
55813	10/11/2011	Printed		15987	EDGAR RAINEY	REFEREE		96
55814	10/11/2011	Printed		3214	RENT A WRECK	LEASE		78
55815	10/11/2011	Printed		15386	RICOH AMERICAS CORPORATION	SUPPLIES		40
55816	10/11/2011	Printed		15552	BRIAN ROBERTS	UMPIRE		188
5817	10/11/2011	Printed		15977	SARAH ROCK	REFEREE		22
55818	10/11/2011	Printed		16156	JAMES ROSEMAN	REFEREE		20
55819	10/11/2011	Printed		0634	SAM'S CLUB DIRECT	SUPPLIES		31
55820	10/11/2011	Printed		0376	SCHOOLCRAFT COLLEGE	NFPA INSPECTOR II CLASS FOR VI		300
55821	10/11/2011	Printed		15877	MAX W. SEMEYN	REFEREE		55
55822	10/11/2011	Printed		0383	SHERWIN WILLIAMS COMPANY			166
55823	10/11/2011	Printed		0395	SHRADER TIRE & OIL	VEHICLE #32 REPLACEMENT TIRES		1,515
55824	10/11/2011	Printed		8489	ROLLAND SIZEMORE III	ATTORNEY FEES		300
55825	10/11/2011	Printed		5833	MARQUITA L. SLATER	REFUND - BODY BLAST BOOT CAMP		72

							Date: Time:	10/12/2011 10:52 am
Charter T	ownship of	Ypsilanti			BANK:		Page:	3
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description		Amount
Checks								
155826	10/11/2011	Printed		15865	JAMES SMITH	REFEREE		30.00
155827	10/11/2011	Printed		15751	SOUTHERN COMPUTER WAREHOUSE	REPLACEMENT MONITOR AND MOUSE		273.69
155828	10/11/2011	Printed		1507	SPARTAN DISTRIBUTORS	REPAIRS		2,282.11
155829	10/11/2011	Printed		1338	STADIUM TROPHY	SOFTBALL SPONSOR TROPHIES		68.15
155830	10/11/2011	Printed		3001	START SMART SPORTS DEV.	START SMART SPORTS DEVELOPMENT		130.00
155831	10/11/2011	Printed		15603	STATE BAR OF MICHIGAN	MEMBERSHIP		630.00
155832	10/11/2011	Printed		0632	STERICYCLE INC	MEDICAL WASTE DISPOSAL		189.08
155833	10/11/2011	Printed		1235	SURE-FIT LAUNDRY COMPAN			1,507.69
155834	10/11/2011	Printed		15868	BOONE SYLVESTER	REFEREE		52.00
155835	10/11/2011	Printed		0449	SYSCO FOOD SERVICES OF DETROIT	PRO SHOP RESALE SNACK BAR, BOA		907.69
155836	10/11/2011	Printed		15175	T.E.A.M.	EMPLOYEE ASSISTANCE PROGRAM		856.80
155837	10/11/2011	Printed		1637	TURF GRASS INC.	CHEMICALS		3,422.10
155838	10/11/2011	Printed		6455	UIS PROGRAMMABLE SERVICES	ANNUAL TRANSFORMER OIL TEST		385.00
155839	10/11/2011	Printed		6523	UNIQUE 1 SERVICE	AUTO & TRUCK MAINTENANCE		1,131.00
155840	10/11/2011	Printed		6647	VERMEER OF MICHIGAN, INC.	HYDRAULIC TEMP SENSOR FOR VERM		1,603.27
155841	10/11/2011	Printed		6627	VICTORY LANE	AUTO MAINTENANCE		89.97
155842	10/11/2011	Printed		8266	W.W. WILLIAMS	LADDER 14-1 REPAIR SEVERI OIL	Ε	2,789.09
155843	10/11/2011	Printed		0444	WASHTENAW COUNTY TREASURER#	SHERIFF PATROL		389,037.08
155844	10/11/2011	Printed		3011	WEST PAYMENT CENTER	SUBSCRIPTION		473.32
155845	10/11/2011	Printed		16157	COOPER WEST	REFEREE		40.00
155846	10/11/2011	Printed		1627	WINGFOOT COMMERCIAL TIR	E REPLACE FRON TIRES ON ENGINE 1		1,239.64
155847	10/11/2011	Printed		0480	YPSILANTI COMMUNITY	FUEL CHARGES		8,640.68
155848	10/11/2011	Printed		0729	ZEP MANUFACTURING COMPANY	SUPPLIES		306.12
				Total Cł	necks: 118 Chec	s Total (excluding void checks):		642,513.51
				Total Payn	nents: 118 Ba	nk Total (excluding void checks):		642,513.51

Total Payments: 118 Grand Total (excluding void checks): 642,513.51

SUPERVISOR REPORT

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

CLERK REPORT

Submitted by Karen Lovejoy Roe, Clerk

- Ypsilanti Township Clerk's Election Staff and Deputy Clerk and the Clerk attended an update on QVF training at the county building on Friday, September 30, 2011. The training was conduction by the State of Michigan Elections Department.
- Applications for absentee ballots have been mailed with many returning this past week. The Clerk's office is handling requests for absentee ballot applications daily and preparing for mailing the ballots sometime during the week of October 10 – 14, 2011
- Clerk's office sent out a reminder of the last day to vote was October 11, 2011 and how to receive an application to vote absentee. This notice generated a number of requests for absentee ballot applications. The office has been steadily processing these requests for an absentee ballot.
- The Republican Primary will take place on February 28, 2012.
- Election Inspector Training is scheduled for three different days between now and the last week of October.
- The Clerk's office would like to encourage residents to apply to be an election inspector for elections in 2012. There are currently three known elections in 2012 in February, August and November. You must be a registered voter and some computer experience is required. Please contact the Clerk's office at 734.484.4700 or email <u>klovejoyroe@ytown.org</u> to get an application for election inspector. Training is provided and no prior experience is necessary.
- Clerk's office has started the process at the request of Trustee Jean Hall Currie for street lights on Wallace.
- Ballots for the November 8, 2011 election arrived the week of October 3rd. Preliminary accuracy tests of all voting machines have been conducted the week of October 3rd.
- Reminder that you can vote on Saturday, November 5, 2012. Clerk's office will be open for voting absentee from 9AM – 2PM. You can vote absentee at the Clerk's office up until 4:00 PM on Monday, November 7, 2011.
- The Clerk's Office conducted the bid opening on Friday, October 7, 2011 for board authorized RFP for the demolition of several properties located in Ypsilanti Township. The properties are: 2485 Michigan Avenue, 2094 Michigan Avenue, 2084 Michigan Avenue and 1117 Holmes Rd.
- Attended a Community Block Party on Saturday, October 8 that was hosted by Grace Fellowship and St. Mark Lutheran Churches. The event was well attended by the community.

• Community Wide Transit Meeting was held on Tuesday, October 11, 2011 at Ypsilanti Township Civic Center to begin the planning for the county wide governance group and expanding the transit system in Washtenaw County.

TREASURER REPORT

THERE IS NO WRITTEN TREASURER REPORT

TRUSTEE REPORT

THERE IS NO WRITTEN TRUSTEE REPORT

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



Office of Community Standards

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

October 10, 2011

To: Karen Lovejoy Roe, Clerk

From: Michael Radzik, Director Office of Community Standards

Subject: Request for Board Action to Authorize Abatement of Public Nuisance at 1416 Blossom Ave

The house at 1416 Blossom Ave was registered as a rental property in 2007 by former owner Robert Leaveck. It appears Mr. Leaveck lost the property to mortgage foreclosure in March, 2010. The township has been cutting the grass there since May, 2010.

In late June, 2011 we opened a blight case regarding debris in the rear yard and garage, in addition to continuing to cut the grass all season. We received no affirmative response from the foreclosing lender, Bank of New York Mellon, located in Plano, TX.

On September 20, 2011 Bill Elling was approached by the next door neighbor who described how the stench from the offending property had ruined the summertime enjoyment of his yard. He also described a cockroach infestation that was attributed to the offending property. Bill was able to obtain photographic evidence and subsequently elevated the complaint to a high priority, and was able to identify a real estate agent who held a listing for the property. After 10 days, the agent reported that his client, the bank, had not responded to his request for assistance.

After exhausting available means to abate this nuisance, I requested and obtained administrative approval on October 4, 2011 to initiate legal action per established protocol. An expedited title search has been ordered and a verified petition is being drafted.

Per protocol, I am respectfully requesting formal authorization by the Board of Trustees at its October 18, 2011 meeting. An updated case status will be available at that time. Please place this item on the agenda as indicated.









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



Office of Community Standards

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

Memorandum

To:Karen Lovejoy RoeFrom:Ron Fulton, Building Direct

From: Ron Fulton, Building Director

Date: October 11, 2011

Subject: Request for Legal Authorization

Address: 1766 Eileen K-11-14-214-028

The Office of Community Standards is working to abate the multiple issues at the above property. This property is in disrepair, has siding partially striped and multiple windows busted and boarded. The Office of Community Standards has sent the owner, David Kircher a Notice of Violation. The owner has not responded. The Office of Community Standards would respectfully request that the Board consider authorization to sue the owner in Circuit Court if necessary in order to abate this nuisance.

Please place this item on the agenda for the October 18, 2011 Board meeting for consideration. Thank you.

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

Charter Township of Ypsilanti "Placing Residents First"

Office of Community Standards 7200 S. Huron River Drive

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

NOTICE OF DEMOLITION

(Issued April 25, reissued May 18, reissued July 18, 2011)

To Owner: Acme Builders LLC. c/o David Kircher

Please be advised that on this date: April 25, 2011 at 11:00 a.m.

Inspection of the property at: 1766 Eileen

Inspector: Dave Bellers (Building Official/Building Inspector)

In the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, indicates that the following conditions exist: Upon inspection it was noted that the dwelling located at 1766 Eileen Street is unoccupied and boarded. The dwelling has had the exterior aluminum siding removed on the North end of the home and has been in this condition since 2008. In addition, the soffit covering under the front porch has been removed and siding on the garage has been damaged and removed on the wall adjacent to the overhead garage door. In review of department records the home has not been occupied since October of 2007 and was placarded condemned on 9/11/2009. This home has been an attractive nuisance within the community and has been boarded several times as a result of break-ins. This dwelling constitutes blight upon the community. In that no action has been taken upon this dwelling to rectify the outstanding violations, and make this an active habitable home within the community in more than 2 ½ years, it is ordered to be demolished and removed.

You will be afforded 30 days in which to procure permits for the demolition of the dwelling stated above, and an additional 30 days in which to remove the home and call for final inspections. You will be afforded that same 30 days in which to return the home to a habitable state. In returning the home to a habitable state all exterior coverings shall be installed in a proper manner according to manufacturer's specifications. In addition, the interior of the home shall be made available for inspection and shall be in full compliance with the International Property Maintenance Code 2006. A re-inspection will take place to determine compliance or lack thereof on August 15, 2011. If compliance is not made you will be subject to court action.

You have the right to appeal this notice of violation. If you choose to appeal, contact The Office of Community Standards at 734-485-3943 and request an application for The Construction Board of Appeals. (Fee for appeal application is \$100).

Placard dated 9/11/2009



Soffit Exposed under porch



Siding removed on North side of home



Code Sections: International Property Maintenance Code 2006 1. PM-304.1 General

The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

2. 304.2 Protective Treatment

All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

3. PM-302.7 Accessory structures

All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

4. PM-107.5 Transfer of ownership

It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

5. PM-108.1.1 Unsafe structure

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Sec. 26-28. Causes of blight or blighting factors enumerated

It is hereby determined that the following uses, structures and activities are causes of blight or blighting factors which, *if allowed to exist*, will tend to result in blight and undesirable neighborhoods:

(3) The existence of any structure or part of such structure which, because of fire, wind or other natural disaster or physical deterioration, is no longer habitable as a dwelling, nor useful for any other purpose for which it may have been intended or lawfully used.

(4) The existence of any vacant dwelling, garage or other accessory building, unless the same is securely locked, with windows intact or neatly boarded up, and otherwise protected to prevent entrance thereto by unauthorized persons.

(5) The existence of any partially completed structure, unless such structure is in the course of construction in accordance with a valid and subsisting building permit issued by the township and unless such construction is completed within the time specified by existing ordinances.

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

October 10, 2011

To: Karen Lovejoy Roe, Clerk

From: Michael Radzik, Director Office of Community Standards

Subject: Request for Board Action to Authorize Abatement of Public Nuisance at 1240 Davis St

On October 12, 2011, inspectors from the Office of Community Standards were summoned to a house located at 1240 Davis St by investigators from the Humane Society of Huron Valley, who were on site rescuing numerous animals pursuant to a search warrant. The warrant was obtained after HSHV investigators were contacted by an employee of a real estate firm who had visited the house.

OCS personnel entered the house wearing protective gear and viewed severe health and safety conditions that resulted in the structure being immediately condemned and posted as not to be occupied. Furthermore, the conditions on site threaten the health and safety of adjacent neighbors and the general public. Photographic evidence was obtained, a sample of which is enclosed here.

Preliminary investigation indicates that the owner vacated the property sometime within the past three months as a result of mortgage foreclosure, yet cats and dogs were being harbored inside the house. Cruelty investigators removed two dogs found locked inside a bedroom and several cats found living in walls and ceiling structures. More cats still living in the house and garage will be trapped and removed as soon as possible.

Per protocol, administrative approval to initiate emergency legal action was obtained and is underway. I am respectfully requesting formal authorization of legal action by the Board of Trustees at its October 18, 2011 meeting. An updated case status will be available at that time. Please place this item on the agenda as indicated.









ATTORNEY REPORT

GENERAL LEGAL UPDATE

RESOLUTION NO. 2011-31 APPROVING REFUNDING CONTRACT

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 18th day of October, 2011, at 7:00 o'clock p.m., prevailing Eastern Time.

PRESENT: Members:

ABSENT: Members:

The following preamble and resolutions were offered by Member ______ and supported by Member _____:

WHEREAS, it is deemed necessary to refund certain maturities of the Ypsilanti Community Utilities Authority's ("YCUA") 2002 Sanitary Sewer System No. 3 Bonds (Charter Township of Ypsilanti) so as to produce interest savings to the Local Unit; and

WHEREAS, a Refunding Contract has been prepared between the Local Unit and the Authority to provide for the refunding of certain of said Bonds; and

WHEREAS, this Governing Body has carefully reviewed the proposed Refunding Contract and finds that it provides the best means for accomplishing the necessary savings to the Local Unit.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The Refunding Contract, described in the preamble to this resolution, is approved, and the Supervisor and the Township Clerk of the Local Unit are directed to execute and deliver the Contract on behalf of the Local Unit.

2.	All resolutions and parts of resolutions in conf	flict with this resolution be, and the same
hereby are r	repealed.	
AYES:	Members	
NAYS:	Members	
RESOLUTI	ION DECLARED ADOPTED.	
		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 October 18, 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.

Township Clerk

19,451,115.1\099369-00033

REFUNDING CONTRACT

THIS REFUNDING CONTRACT, made and entered into this 25th day of October, 2011, by and between the YPSILANTI COMMUNITY UTILITIES AUTHORITY (the "Authority"), a public corporation organized and existing under the authority of Act 233, Public Acts of Michigan, 1955, as amended (the "Act"), under the provisions of Act 34, Public Acts of Michigan, 2001, as amended, ("Act 34") and the Act (collectively the "Acts"), and the CHARTER TOWNSHIP OF YPSILANTI, a Michigan municipal corporation organized and existing under the Constitution and laws of the State of Michigan (the "Township").

WITNESSETH:

WHEREAS, the Authority has been incorporated under and in pursuance of the provisions of the Act for the purposes set forth in the Act and the Authority's Articles of Incorporation; and

WHEREAS, the Township and the Authority have entered into a Contract Supplement dated as of March 1, 2002 wherein the Authority agreed to acquire and construct sewer improvements for the Township (the "Contract"); and

WHEREAS, an issue of bonds has been issued pursuant to the Contract, denominated 2002 Sanitary Sewer System No. 3 Bonds (Charter Township of Ypsilanti) (the "Prior Bonds"); and

WHEREAS, the Township and the Authority have determined that it is in the best interest of the Township and the Authority to refund all or part of the Prior Bonds maturing in the years 2013 through 2026; and

WHEREAS, it is the determination and judgment of the Authority and the Township that

the Prior Bonds should be refunded to secure for the Township the interest savings anticipated and thereby permit the operation of the financed facilities in a more economical fashion for the benefit of the taxpayers of the Township and users of the Township's Sanitary Sewer System; and

WHEREAS, the execution of this contract (the "Refunding Contract") is necessary in order to implement a refunding program;

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

1. The Authority and the Township hereby approve and confirm the refunding of all or part of the Prior Bonds maturing in the years 2013 through 2026 under the provisions of the Act in the manner provided by and pursuant to this Refunding Contract.

2. The Authority will issue a single series of refunding bonds (the "Refunding Bonds") in the total principal amount of not to exceed \$6,500,000 in order to pay all or part of the costs of refunding the Prior Bonds as described in Section 1. All costs of retiring the Prior Bonds and of issuing the Refunding Bonds, including payment of the principal of and interest on the Prior Bonds, underwriting discount, bond and other printing, administrative, rating fees, legal and financial advisory fees and expenses, printing of official statements, bond insurance, trustee and paying agent/registrar fees and all related expenses shall be paid from the proceeds of sale of the Refunding Bonds or from cash amounts to be made available to pay such costs.

3. To carry out and accomplish the refunding in accordance with the provisions of Michigan law, the Authority shall or has taken take the following steps:

(a) The Authority will adopt a resolution providing for the issuance of the

-2-

Refunding Bonds in the aggregate principal amount of not to exceed \$6,500,000 (the "Refunding Bond Resolution"), such Resolution substantially in the form attached hereto and based upon the financial analysis provided by Stauder, Barch & Associates, Inc. of the financial benefits of the refunding. The Refunding Bonds shall mature serially, as authorized by law, and will be issued in anticipation of the debt service installment payments required to be made by the Township as provided in the Contract and as hereinafter provided in this Refunding Contract and will be secured primarily by the contractual obligations of the Township to pay said installments when due, including interest. After due adoption of the Refunding Bond Resolution, the Authority will take all legal procedures and steps necessary to effectuate the sale and delivery of the Refunding Bonds.

(b) The Authority, upon receipt of proceeds of sale of the Refunding Bonds, will comply with all provisions and requirements of law, the Refunding Bond Resolution and this Refunding Contract relative to the disposition and use of the proceeds of sale thereof.

(c) The Authority shall not make any investments or take any other actions which would cause the Refunding Bonds herein authorized to be constituted as arbitrage bonds pursuant to any applicable federal statutes or regulations.

(d) The Authority shall take all steps necessary to refund the Prior Bonds.

4. The full principal amount of the Refunding Bonds shall be charged to and paid by the Township to the Authority in annual principal installments, together with interest and other expenses as herein provided. It is understood and agreed that the Refunding Bonds of the Authority will be issued in anticipation of such payments by the Township.

It is agreed that the Township shall pay to the Authority, on each annual maturity date of principal amounts of the Refunding Bonds, such principal amount, and in addition, on each interest payment date on the Refunding Bonds, as accrued interest on the principal installments remaining unpaid, an amount sufficient to pay all interest due on the next succeeding interest payment date. From time to time as the Authority is billed by the registrar/transfer/paying agent for the Refunding Bonds for their services, and as other costs and expenses accrue to the Authority from handling of the payments made by the Township or from other action taken in connection with the Refunding Bonds, the Authority shall notify the Township of the amount of such fees, costs and expenses, and the Township shall, within thirty (30) days from such notification, remit to the Authority sufficient funds to pay such amounts.

The Authority shall, within thirty (30) days after the delivery of the Refunding Bonds, furnish the Township with a complete schedule of said installments and the interest thereon and due dates and shall also, at least thirty (30) days prior to each due date, advise the Township, in writing, of the exact amount due on said date. The failure to give such notice shall not, however, excuse the Township from making required payments when due under the provisions hereof.

5. The Township, pursuant to authorization contained in the Act, hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for payment of the Refunding Bonds as expressed herein. Pursuant to such pledge, if other funds are not available, the Township shall be required to pay such amounts from any of its general funds as a first budget obligation and shall each year levy an ad valorem tax on all the taxable

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

property in the Township in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Refunding Contract becoming due before the time of the following year's tax collections, such annual levy shall however be subject to applicable constitutional, statutory and charter limitations. Commitments of the Township are expressly recognized as being for the purpose of providing funds to meet the contractual obligations of the Township in anticipation of which the Authority Refunding Bonds hereinbefore referred to are issued. Nothing herein contained shall be construed to prevent the Township from using any, or any combination of, the means and methods provided in Section 7 of the Act for the purpose of providing funds to meet its obligations under this Refunding Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

6. Additional moneys over and above any of the payments specified in this Refunding Contract may be prepaid as provided in the Contract.

7. All provisions of the Contract not inconsistent herewith, and particularly all covenants relative to the payment of and security for the Bonds made by the Township therein, shall remain in full force and effect and shall apply with equal effect to the Refunding Bonds authorized hereby, it being understood that upon issuance of the Refunding Bonds, all or part of the Bonds in the maturities described in Section 1 of this Refunding Contract will be defeased and the Refunding Bonds shall be substituted therefor and shall be outstanding in their place and stead. It is also hereby recognized that the obligation of the Township to make payments for debt service for those maturities of the Bonds which are not being refunded will continue in full

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force and effect.

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8. Nothing herein contained shall in any way be construed to prevent additional financing under the provisions of the Act.

9. The obligations and undertakings of each of the parties to this Refunding Contract shall be conditioned upon the successful accomplishment of the proposed refunding, and therefore if for any reason whatsoever the Refunding Bonds are not issued, then this Refunding Contract shall be considered void and of no force and effect; provided, however, that in such event, all costs and expenses shall be paid by the Township in accordance with existing commitments to the Authority, and the Authority shall not be obligated for such costs and expenses.

10. The Authority and the Township each recognize that the holders from time to time of the Refunding Bonds will have contractual rights in this Refunding Contract, and it is therefore covenanted and agreed by each of them that so long as any of the Refunding Bonds shall remain outstanding and unpaid, the provisions of this Refunding Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the Refunding Bonds or the prompt payment of principal of or interest thereon. The Township and the Authority further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Refunding Contract promptly at all times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the Refunding Bonds, the security therefor, or the prompt payment of principal of and interest thereon. It is hereby declared that the terms of this Refunding Contract insofar as they pertain to the security of Refunding Bonds shall be deemed to be for the benefit of the holders of said Refunding Bonds.

11. This Refunding Contract shall remain in full force and effect for a period of fifteen (15) years from the date hereof, or until such lesser time as the Refunding Bonds issued by the Authority are paid, at which time this Refunding Contract shall be terminated, and the provisions of the Contract relative to disposition of the financed facilities shall be carried out. In any event, the obligations of the Township to make the payments required hereunder shall be terminated at such time as all of the Refunding Bonds are paid in full by the Township, together with all interest and penalties and other obligations hereunder.

12. This Refunding Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

13. The Authority and the Township both hereby designate the Bonds as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions pursuant to the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, THE YPSILANTI COMMUNITY UTILITIES AUTHORITY, by its Commission, and the CHARTER TOWNSHIP OF YPSILANTI, COUNTY OF WASHTENAW, MICHIGAN, by its Township Board, have each caused its name to be signed to this instrument by its duly authorized officers the day and year first above written.

In the presence of:	YPSILANTI COMMUNITY UTILITIES AUTHORITY
	By: Chairman of its Commission
	By: <u>Secretary of its Commission</u>
In the presence of:	CHARTER TOWNSHIP OF YPSILANTI
	By: <u>Supervisor</u>
	By: Township Clerk
19,450,912.1\099369-00033	

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

-8-

CHARTER TOWNSHIP OF YPSILANTI 2011 BUDGET AMENDMENT #12 October 18, 2011

\$73,649.10

Total Increase

266 - LAW ENFORCEMENT FUND

Increase the Law Enforcement Fund by \$73,649.10 for continuing the Sheriff Summer Policing contract for 1.5 deputies from September 4, 2011 to December 31, 2011. This will be funded by an appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	266.000.000.699.000	\$73,649.10
		Net Revenues	\$73,649.10
Expenditures	Sheriff Summer Policing Contract	266.301.000.831.009	\$73,649.10
		Net Expenditures	\$73,649.10
		Net Expenditures	\$73,649.10

Motion to Amend the 2011 Budget (#12):

Move to increase the Law Enforcement Fund budget by \$73,649.10 to \$5,921,687.10 and approve the department line item changes as outlined.

CHARTER TOWNSHIP OF YPSILANTI RESOLUTION NO. 2011- 32

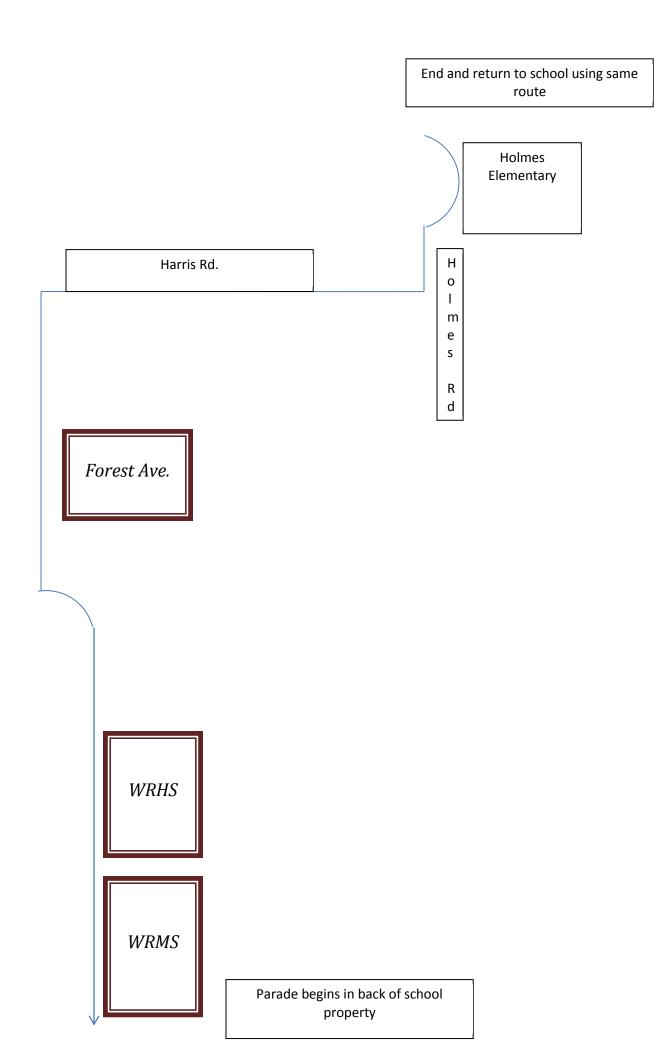
RESOLUTION REGARDING TEMPORARY ROAD CLOSURE

Resolution authorizing the temporary road closure of Forest Avenue between Holmes Road and Harris Road, Harris Road between Forest Avenue and Holmes Road, Holmes Road between Harris Road and Holmes Elementary School turnaround on Friday, October 21, 2011 from 1:30 p.m. until 2:30 p.m. for the Willow Run High School Homecoming parade.

WHEREAS, the Charter Township of Ypsilanti has approved the temporary closure of roads as indicated above; and

WHEREAS, the Driveways, Banners, and Parades Act 200 of 1969 requires the Township to authorize an official designated by resolution to make such request from the Road Commission.

NOW THEREFORE, BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees designates and agrees that Natalie Turner of Willow Run Community Schools be the authorized official designated in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.



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

October 10, 2011

To: Karen Lovejoy Roe, Clerk

From: Michael Radzik, Director Office of Community Standards

Subject: Request for Board Action to Authorize Extension of Supplemental Summer Policing Contract through Dec 31, 2011

In response to a marked increase in violent crimes experienced throughout the Township over the past year, the Board of Trustees authorized a supplemental service contract with the Washtenaw County Sheriff's Office for the period May 1-September 3, 2011 to facilitate a multi-faceted plan to address this trend.

The strategy, commonly referred to as the "summer time policing plan", included the addition of two contract deputies assigned to an anti-crime task force operating within the Township, the reassignment of two patrol deputies to focus on neighborhood crime and nuisance issues, and the allocation of overtime for directed patrol activities. The Board was kept informed through reports provided by the sheriff's office throughout the summer.

As the end of the supplemental contract period approached, we reviewed the successes achieved through the strategies implemented. There was a mutual interest expressed in extending the anti-crime task force in order to allow its work to continue. As a result, a proposed extension of the supplemental contract was drafted for Board consideration.

The original supplemental agreement called for the Township to fund two additional contract deputies as part of a four-person task force. I am requesting Board authorization to extend the supplemental agreement at a reduced rate for the period September 4-December 31, 2011. The proposed agreement will add one and one half (1.5) additional contract deputies to continue operating as part of a three-person task force. Additional assistance will be provided as needed on an overtime basis.

The cost of the extended agreement will be \$73,649.10 based on a prorated contract formula at the standard rate of \$150,595 per police service unit; a coordinated budget amendment has been submitted by Accounting Director Javonna Neel. I respectfully request that the Board authorize execution of this supplemental agreement to allow the important work of the task force to continue for the benefit of the community. Please contact me to address any questions or concerns.

AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF YPSILANTI, WASHTENAW COUNTY AND THE WASHTENAW COUNTY SHERIFF TO PERMIT THE TOWNSHIP TO CONTRACT FOR ONE AND ONE HALF (1.5) DEPUTIES FOR THE TIME PERIOD OF SEPTEMBER 4, 2011 THROUGH DECEMBER 31, 2011

AGREEMENT is made this _____ day of September, 2011 by the Charter Township of Ypsilanti, a Michigan municipal corporation located at 7200 S. Huron River Drive, Ypsilanti, Michigan, ("Township"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF's OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

WHEREAS, the Township currently contracts with the County and the Sheriff to provide contractual police services in its jurisdiction and;

WHEREAS, the Township would like to add one and one half (1.5) additional contract deputies for the period extending from September 4, 2011 through December 31, 2011 and;

WHEREAS, the Township shall be financially responsible for the 1.5 deputies for the time that they work for the Township under this Agreement; and

WHEREAS, the 1.5 deputies will be given assignments as agreed upon by the Township and Sheriff, thereby enhancing police services in the Township during the fall months.

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

NOW THEREFORE, the parties agree as follows:

ARTICLE I – ASSIGNMENT OF CONTRACTUAL DEPUTIES

The parties agree that beginning on September 4, 2011 and concluding on December 31, 2011, one and one half (1.5) deputies currently assigned to general road patrol shall be reassigned to the Township. Upon expiration, the deputies will be reassigned back to general road patrol duties.

ARTICLE II - TERM

This contract shall begin on September 4, 2011 and continue through December 31, 2011.

ARTICLE III - PAYMENT FOR RE-ASSIGNED DEPUTIES

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputies at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$73,649.10, payable by the Township as follows: September invoice--\$16,710.30; October invoice--\$19,185.90; November invoice--\$18,567.00; and December invoice \$19,185.90;

ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

ARTICLE V - EXTENT OF CONTRACT

The terms of this document represents the entire agreement between the parties on the reassignment of the general fund road patrol deputies to the Township for the term described in this Agreement and supersedes all prior representations, negotiations or agreementswhether written or oral on this matter.

YPSILANTI TOWNSHIP	WASHTENAW COUNTY
By: Brenda Stumbo (DATE) Supervisor	By: Verna McDaniel (DATE) County Administrator
By: Karen Lovejoy Roe (DATE) Clerk	
WASHTENAW COUNTY SHERIFF"S OFFICE	
By: Jerry Clayton Sheriff	
APPROVED AS TO FORM:	ATTESTED TO:
By: Curtis N. Hedger Office of Corporation Counsel	By: Lawrence Kestenbaum (DATE) County Clerk/Register

STANDARD AGREEMENT FOR MUNICIPAL STREET LIGHTING

DTE Internal Work Order/IO Number 32887092

This Standard Agreement For Municipal Street Lighting ("Agreement") is between The Detroit Edison Company ("Company") and <u>Charter Township of Ypsilanti</u> ("Customer"). Customer requests the Company to furnish, install, operate and maintain street lighting equipment in the municipality set forth on <u>Exhibit A</u> attached hereto at the specific location set forth on <u>Exhibit A</u> (the "Location") and the Company agrees to do so in accordance with the terms set forth in this Agreement.

Therefore, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Company and Customer each hereby agree as follows:

1. Description of Equipment

Subject to and in accordance with the terms of this Agreement, the Company will undertake activities to install the street lighting equipment set forth on Exhibit <u>A</u> attached hereto (the "Equipment").

2. Rules Governing Installation of Equipment and Electric Service

Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of The Michigan Public Service Commission (MPSC) Rules Governing Services Supplied by Electric Utilities, Rule B-3.3, Extension of Service.

3. Contribution in Aid of Construction

In accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the installation of the Equipment and the recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount equal to three years revenue expected from such new equipment. The CIAC Amount is as set forth on Exhibit A attached hereto. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects not identified by Miss Dig, or unusual conditions encountered in the construction and installation of the Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of the Equipment. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount

Customer shall pay to Company the CIAC Amount set forth on <u>Exhibit A</u> promptly upon execution of this Agreement. Failure to pay such amount at such time shall relieve Company of its obligations to perform the construction work required herein until such amount is paid.

5. Modifications

Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.

6. Maintenance and Replacement Equipment

In accordance with the applicable Orders of the MPSC, under the Municipal Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary.

7. Street Lighting Service Rate

Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate, as approved by the MPSC.

This street lighting service is also governed by Rules for Electrical Service established by the MPSC (MPSC Case Number U-6400). The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC. The Municipal Street Lighting Rate as of the date of this Agreement is hereby incorporated by reference into this Agreement.

8. Contract Term

The initial term of this Agreement shall begin on the date that billing for the street light service begins, and shall continue for five years thereafter. Upon the expiration of the initial term of this Agreement, the term of this Agreement shall continue on a month-to-month basis thereafter until terminated by mutual written consent or twelve months written notice by either party, which written notice may be given at any time.

9. Design Responsibility for Street Light Installation

The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation (as shown on Exhibit A), or if the street lighting installation requested by Customer on Exhibit A does not meet the IESNA recommended practices (as shown on Exhibit A), Customer acknowledges the Company is not responsible for lighting design standards.

10. <u>New Subdivisions</u>

Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%. If Customer wishes to have installation occur prior to 80% occupancy, then Customer acknowledges it will be financially responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.).

11. Force Majeure

The obligation of Company to perform this Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

12. Subcontractors

Company may sub-contract in whole or in part its obligations under this Agreement to install the Equipment and Replacement Equipment.

13. Waiver; Limitation of Liability

To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorneys fees, arising out of the installation of the Equipment and/or any Replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Agreement exceed the CIAC Amount.

14. Notices

All notices required by the Agreement shall be in writing. Such notices shall be sent to Company at The Detroit Edison Company, Community Lighting Group, 2000 Second Ave., Room 440 SB, Detroit, MI 48226 and to Customer at the address set forth on <u>Exhibit A</u> attached hereto. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.

15. Representations and Warranties

Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Agreement and to carry out the actions required of it by this Agreement; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Agreement constitutes a legal, valid, and binding agreement of such party.

16. Miscellaneous

(a) This Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings.

(b) No party other than Company and Customer, and their respective successors and assigns, shall have any rights to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of Company and Customer, and their respective successors, and assigns, and not for the benefit of any other party.

(c) Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by such party of any of its rights hereunder. No waiver by any party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision.

(d) The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections or articles of this Agreement nor in any way affect this Agreement.

(e) This Agreement, and the rights, obligations and liabilities of the parties hereto shall be construed in accordance with the law of the State of Michigan, without regard to its conflict of law principles. The parties agree that any action with respect to this Agreement shall be brought in a court of competent subject matter jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.

(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(g) If any term or provision of this Agreement is held to be invalid or unenforceable in any situation in any jurisdiction, it shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. THE DETROIT EDISON COMPANY

CHARTER TOWNSHIP OF YPSILANTI

Ву	Ву
Printed Name:	Printed Name:
Its	its
Date	Date

EXHIBIT A

Note: The usage of the notation "N/A" in any of the boxes below means that such matter is not applicable to the transactions contemplated by this Agreement and all sections of this Agreement relating to such matter shall be deemed to have no force and effect (but all other sections of this Agreement, shall otherwise remain in full force and effect).

Municipality where	Equipment will be installed	Charter Township of Ypsilanti
Specific Location where Equipment will be installed WO # 32971194 dated 12-18-2011which is made part of this agreement.		
Description of Equipment to be installed Eight 100 watt Acorn Post Top high pressure sodium luminaries mounted on 11'6" Mainstreet Windsor posts with a concrete foundation as per street lighting facilities in accordance with Exhibit B WO # 32971194 dated 12-18-2011 which is made part of this agreement.		
		Total Estimated Construction Cost, including labor, materials, and overhead \$ 54,193.38
	eet Lighting Contribution In ruction CIAC Amount	Lamp Charges for 3 yrs \$8,830.03
Alu of Coristi		Contribution (Cost minus 3 yrs revenue) \$ 45,363.35
		Total Annual Lamp Charges \$ 2,943.34
	Box 1 ny designed installation? "Yes" or "No")	YES ☐ (if checked please NO☐ (if checked please complete Box: 2 3 4) complete Box: 5 6)
If Box 1 is checked p Roadwa	Box 2 blease select the appropriate ay Classification	Expressway Major Collector Local
If Box 1 is checked p Pedestrian C	Box 3 blease select the appropriate Conflict Classification	🗌 High 🗌 Medium 🗔 Low
	Box 4 blease select the appropriate ent Classification	🗆 R1 🗌 R2 & R3 🗌 R4
meet IESNA re	Box 5 er lighting design requested commended practices? "Yes" or "No")	YES NO (if checked please complete Box: 6)
IESNA recommend	Box 6 hting design does not meet led practices, the Customer ne block to the right.	(Customer signature indicating acknowledgement the lighting design does not meet IESNA recommended practices)
New Resid	Box 7 lential Subdivision?	YES (if checked please NO C complete Box: 8)
authorizes installati	Box 8 cked Yes, and customer ion prior to 80% occupancy, signature required	(Customer acknowledgement that lighting is being installed prior to 80% occupancy)
Customer /	Address for Notices	

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Supervisor's Office

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



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

TO: Township Board

FROM: Brenda L. Stumbo, Supervisor Larry J. Doe, Treasurer

- DATE: October 10, 2011
- RE: Grove Road Asphalt Overlay

We are requesting Board authorization to work with the Washtenaw County Road Commission and the City of Ypsilanti and expedite the overlay of the City section of Grove Road with asphalt. The preliminary cost is approximately \$60,000.

This section of road is so degraded that it is causing cars to need repair and it is very dangerous for motorcycles to travel over this section. We have received more phone calls for this road to be repaired than any other road in our Township.

This project would require the Township advancing the money for the project, with reimbursement coming from the Hydro Station revenues that are paid to the City of Ypsilanti. The cost will be determined by the Road Commission and terms of the reimbursement agreement will be forwarded to Board Members for their information.

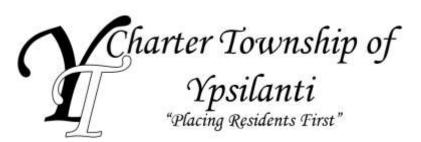
Your consideration of this request would be greatly appreciated.

tk

OTHER BUSINESS

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: October 12, 2011
- RE: Authorization To Purchase Replacement Vehicle

We are seeking authorization to purchase a vehicle through the State of Michigan Purchasing Plan to replace vehicle #27, a 2004 GMC Sierra. This purchasing plan is run by the State of Michigan and we are currently members.

Currently #27 has 86,000 miles on it and is in such disrepair that it is not only constantly breaking down, but is in the shop frequently.

This vehicle is relied on heavily by the ordinance department for enforcement and would be purchased by the motor pool fund balance and charged back to the department.

We are seeking for the authorization to purchase a new utility vehicle not to exceed \$24,000 and would be paid for out of account 595.595.000.985.000.

cc. Mike Radzik, OCR Director

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



Office of Community Standards

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

Memorandum

To: Board of Trustees

From: Ron Fulton, Building Director

Date: October 10, 2011

Subject: Recommendation of Proposal

Addresses: 2485 E. Michigan 2094 E. Michigan 2084 E. Michigan 1117 Holmes

Sealed bids were read aloud on October 7, 2011 at 10:00AM for the demolition of the structures located at the above addresses. Seven contractors completed the mandatory walkthrough in order to bid at 10 AM on October 3, 2011. In attendance were:

- 1. Lyle Trucking and Excavating
- 2. Blue Star
- 3. Citadel
- 4. TSP Environmental
- 5. A&R Total Construction
- 6. Budget Towing
- 7. Arrow Mobile Homes

Five contractors submitted bids. The proposals came in as follows:

A&R Total Construction	\$43,679.05
TSP Environmental	\$43,736.81
Blue Star	\$39,655.00
Citadel	\$40,480.00
Lyle Trucking & Exc.	\$30,525.00*

*Adjusted after adding the required 10% contingency fee from the worksheets. All other estimates included the 10% contingency fee in their proposals.

Lyle Trucking and Excavating came in far and away with the lowest bid. I have verified their license and have consulted with another local municipality who had nothing but positive things to say about their experience with Lyle. I therefore respectfully request the acceptance of the proposal from Lyle Trucking and Excavating in the amount of \$30,525.