CHARTER TOWNSHIP OF YPSILANTI MINUTES OF THE AUGUST 27, 2012 REGULAR MEETING

The meeting was called to order by Supervisor Brenda L. Stumbo, at approximately 7:04 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer was observed.

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy

Roe, Treasurer Larry Doe, Trustees Stan Eldridge,

Mike Martin and Scott Martin

Members Absent: Trustee Jean Hall Currie

Legal Counsel: Wm. Douglas Winters and Angela King

PUBLIC COMMENTS

Arloa Kaiser, Township resident congratulated the Board for winning the election and cited new growth in the township. She said she appreciated the good work the Board had done and encouraged them to keep it up.

Ms. Kaiser questioned if the Addendum for Eagle Crest (spoken about during the Work Session) would give them free rein or if they would be required to go through the regular administrative review since it was Township property.

Supervisor Stumbo replied they would have to be approved by the Township.

CONSENT AGENDA

- A. MINUTES OF THE JULY 23, 2012 WORK SESSION REGULAR MEETING
- B. JULY 2012 TREASURER REPORT (see attached)
- C. STATEMENTS AND CHECKS
 - 1) AUGUST 7, 2012
 - 2) AUGUST 27, 2012

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

SUPERVISOR REPORT

7/24/12

Larry Doe and I attended YCUA Board Meeting

7/25/12

Attended YCUA Interviews for Director

7/26/12

Attended MPO Committee Meeting (WATS)

7/27/12

• Attended YCUA Interviews for Director

7/30/12

Attended weekly Police Meeting

8/7/12

 Primary Election was held and we are all grateful for the opportunity to serve our residents for another four years. We have a lot of work to do and we are honored to do so.

8/14/12

- Attended meeting at Belfor regarding possible location of National Training Academy with Mike Radzik, Joe Lawson and Ron Fulton
- Met with Doug Winters, EMU attorney and Leigh Greden regarding a lease addendum to the Eagle Crest Golf Course
- Karen Lovejoy Roe and I attended Holmes Rd. NHW Meeting

8/15/12

- Attended WATS Policy Committee Meeting
- Larry Doe and I attended Retirement Party for Larry Thomas, Director of YCUA

8/16/12

- Larry Doe and I attended YCUA Finance Committee Meeting
- Larry Doe, Karen Lovejoy Roe and I met with Ypsi City to discuss paving Grove Road we are confident that an agreement will be worked out with the City of Ypsilanti to have it paved in 2013, it was originally scheduled to be improved in 2015

8/20/12

- Larry Doe, Jeff Allen and I attended a meeting regarding the Veterans Memorial maintenance
- Linda Gosselin and I met with resident re: Hardship
- · Attended weekly Police Meeting

8/21/12

- 3 FTOs met to discuss AFSCME Negotiations with John Hancock and Karen Wallin
- Attended Harbour Cove NHW Meeting

8/22/12

- 3 FTOs met with Dave Williamson Re: Auditor Services
- 3 FTOs met with resident Steve Lambert

8/23/12

- 3 FTOs attended weekly Development Team Meeting
- Stan Eldridge and I attended Georgetown NHW Meeting

8/24/12

 Joe Lawson and I met with Grant Trigger and Sean Brennan from Willow Run Airport regarding a property split. The Racer trust is cleaning the oldest section up by removing equipment and selling it for scrap metal.

8/27/12

- Larry Doe and I attended weekly Police Meeting
- Met with Sheriff Department and Mike Radzik to discuss NHW sheriff position temporary vacancy

Other Events & Requests:

Draft budget will be distributed on Friday.

CLERK REPORT

- Clerk Lovejoy Roe reported a successful election and thanked Deputy Clerk Nancy Wyrybkowski, Angela Robinson, Maria Batianis, Ruby Walker, Inger Johnson and Larry Doe for allowing Inger to work with the Clerk's Office from the Treasurer's Department. She also thanked the Office of Community Standards for allowing Aaron Dietz to work as a Chairperson and Supervisor Stumbo for allowing Karen Wallin to work as a Chairperson as well.
- She reported work has already begun on the upcoming General Election and there was still a need for election workers.
- She attended the Open House for the Ann Arbor Chamber at Key Bank Towers.
- Clerk Lovejoy Roe announced the Clean Up Day to be held by the Washtenaw County Solid Waste Program on October 27, 2012 from 9 a.m. – 2 p.m. at EMU Rynearson Stadium Parking Lot, 799 N. Hewitt. She explained this was the only place residents could take tires.
- She reported the County-Wide Transportation Plan was moving forward. She announced a Transportation meeting would be held on Thursday, September 13, 2012 at 6:30 p.m. at the Whittaker Road Library and provided some of the details that would be discussed further at that meeting.
- She reported Margaret Chun, a longtime advocate for children's education and the West Willow Subdivision had passed away after a short illness.

ATTORNEY REPORT

A. REQUEST FORMAL AUTHORIZATION TO INITIATE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT FOR PROPERTIES LOCATED AT 1034 MAPLEWOOD, 1269 LESTER, 1292 CLARITA, 1345 RAMBLING AND 1095 JONES

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to formally authorize legal action in the Washtenaw County Circuit Court to abate the public nuisance for the properties located at 1034 Maplewood, 1269 Lester, 1292 Clarita, 1345 Rambling and 1095 Jones. The motion carried unanimously.

B. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION, IF NECESSARY IN WASHTENAW COUNTY CIRCUIT COURT FOR PROPERTY LOCATED AT 1397 CRESTWOOD

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to authorize legal action, if necessary in Washtenaw County Circuit Court for property located at 1397 Crestwood. The motion carried unanimously.

C. GENERAL LEGAL UPDATE

Attorney Winters reported on the two mobile home parks located at 117 S. Harris and 2590 E. Michigan Avenue, which are currently being demolished. He said once the properties are clear they would become available for tax foreclosure auction and the township's cost would be a lien on the properties.

NEW BUSINESS

1. BUDGET AMENDMENT #6

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

2. REQUEST OF KAREN WALLIN, HUMAN RESOURCE DEPARTMENT TO TRANSFER SHORT-TERM / LONG-TERM DISABILITY AND LIFE INSURANCE BENEFIT PACKAGE TO DEARBORN NATIONAL AND TO AUTHORIZE SIGNING OF THE APPLICATION AND CONTRACT PENDING ATTORNEY REVIEW

A motion made by Clerk Lovejoy Roe, supported by Treasurer Doe to transfer the Short-Term / Long-Term Disability and Life Insurance Benefit Package to Dearborn National and to authorize signing of the application and contract pending Attorney review. The motion carried unanimously.

Karen Wallin, Human Resource Department briefly stated that Marwil & Associates had conducted an audit of our coverage and found an alternative provider at a reduced cost to the Township, for which she thanked them. She provided a brief explanation of the changes.

3. RESOLUTION NO. 2012-20, AUTHORIZING THE DIVISION OF A PLATTED LOT IN HURON HEARTHSIDES SUBDIVISION

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve Resolution No. 2012-20, authorizing the division of a platted lot in Huron Hearthsides Subdivision (see attached). The motion carried unanimously.

4. 1ST READING RESOLUTION NO. 2012-21, PROPOSED ORDINANCE NO. 2012-425 AMENDING CHAPTER 42 OF THE YPSILANTI CHARTER TOWNSHIP CODE OF ORDINANCES – FIREWORKS

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 1st Reading of Resolution No. 2012-21, Proposed Ordinance No. 2012-425 Amending Chapter 42 of the Ypsilanti Charter Township Code of Ordinances – Fireworks (see attached). The motion carried as follows:

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

5. 1st READING PROPOSED ORDINANCE NO. 2012-426, SEWAGE DISPOSAL SERVICE RATE INCREASE

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve the 1st Reading of Resolution No. 2012-426, Sewage Disposal Service Rate Increase (see attached). The motion carried as follows:

M. Martin: Yes Eldridge: Yes Currie: Absent S. Martin: Yes

Stumbo: Yes Lovejoy Roe: Yes Doe: Yes

6. CONTRACT BETWEEN WASHTENAW COUNTY AND YPSILANTI TOWNSHIP TO ACCEPT \$35,000 GRANT ALLOCATION PROVIDED THROUGH HUD AND ADMINISTERED BY THE WASHTENAW COUNTY COMMUNITY DEVELOPMENT FOR PLANNING SERVICES ASSOCIATED WITH RE-IMAGINE WASHTENAW PROJECT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve and authorize the signing of the contract between Washtenaw County and Ypsilanti Township to accept \$35,000 Grant Allocation provided through HUD and administered by the Washtenaw County Community Development for planning services associated with Re-Imagine Washtenaw Project (see attached). The motion carried unanimously.

7. 2012 YPSILANTI TOWNSHIP SIXTH AGREEMENT (PRIMARY AND COLLECTOR ROAD BOND PROGRAM) WITH WASHTENAW COUNTY ROAD COMMISSION.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve and authorize the signing of the 2012 Ypsilanti Township Sixth Agreement (Primary and Collector Road Bond Program) with the Washtenaw County Road Commission in the amount of \$68,000 (see attached). The motion carried unanimously.

8. RESOLUTION NO. 2012-22, MASTER PLAN ADOPTION AUTHORITY

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2012-22, Master Plan Adoption (see attached). The motion carried unanimously.

9. CANCELLATION OF MONDAY, NOVEMBER 12, 2012 REGULAR MEETING DUE TO OBSERVATION OF VETERAN'S DAY

A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve the cancellation of the Monday, November 12, 2012 Regular Meeting due to the observation of Veteran's Day. The motion carried unanimously.

10. DTE STREETLIGHT AGREEMENT FOR THE INTERSECTION OF TUTTLEHILL AND MERRITT ROADS IN THE AMOUNT OF \$2,886.04 AND FOR THE INTERSECTION OF SWEET AND CLARK ROADS IN THE AMOUNT OF \$54.66, WITH A TOTAL OF \$2,940.70, BUDGETED IN LINE ITEM #101.956.000.926.000

A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve and authorize the signing of the DTE Streetlight Agreement for the intersection of Tuttlehill and Merritt Roads in the amount of \$2,886.04 and for the intersection of Sweet and Clark Roads in the amount of \$54.66, with a total of \$2,940.70, budgeted in line item #101.956.000.926.000 (see attached). The motion carried unanimously.

AUTHORIZATIONS AND BIDS

1. REQUEST OF ERIC COPELAND, FIRE CHIEF TO AWARD THE BID FOR THE VEHICLE EXHAUST SYSTEM UPGRADE AND/OR REPLACEMENT TO HASTINGS AIR CONTROL IN THE AMOUNT OF \$63,225, WITH \$50,580 BUDGETED IN LINE ITEM #206.000.000.529.000 AND THE 20% MATCH OF \$12,645 BUDGETED IN LINE ITEM #206.970.000.979.002

Chief Eric Copeland briefly explained this was the final step in the process of the grant that was awarded in January.

Trustee Mike Martin asked why Hastings was chosen since their bid was higher than EMS Specialties.

The Chief explained he had invited all the bidders to do an onsite product presentation and EMS Specialties did not comply, therefore he felt it was a blind bid since a comparative analysis could not be properly done.

A motion was made by Treasurer Doe, supported by Trustee Scott Martin to authorize the request of Eric Copeland, Fire Chief to award the bid for the Vehicle Exhaust System Upgrade and/or replacement to Hastings Air Control in the amount of \$63,225, with \$50,580 budgeted in line item #206.000.000.529.000 and the 20% Match of \$12,645 budgeted in line item #206.970.000.979.002. The motion carried unanimously.

ADJOURNMENT

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

The meeting adjourned at approximately 7:45 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

OFFICE OF THE TREASURER LARRY J. DOE



MONTHLY TREASURER'S REPORT JULY 1, 2012 THROUGH JULY 31, 2012

Account Name	Beginning Balance	Cash Receipts	Cash Disbursements	Ending Balance
101 - General Fund	5,988,642.54	744,205.40	1591424.00	5,141,423.94
101 - Payroll	105,165.13	694,714.99	693,299.31	106,580.81
101 - Willow Run Escrow	141,394.60	11.98	0.00	141,406.58
206 - Fire Department	4,626,508.11	2,243.11	1,509,904.01	3,118,847.21
208 - Parks Fund	16,261.66	1.35	359.66	15,903.35
211 - Bicycle Path	0.00	0.00	0.00	0.00
212 - Roads/Bike Path/Rec/General Fund	1,822,067.36	152.41	81,209.56	1,741,010.21
225 - Environmental Clean-up	443,786.06	37.59	0.00	443,823.65
226 - Environmental Services	4,176,336.73	1,413.66	201,484.95	3,976,265.44
230 - Recreation	438,113.28	34,955.87	146,099.85	326,969.30
236 - 14-B District Court	128,573.63	113,679.22	147,046.60	95,206.25
244 - Economic Development	67,097.29	5.68	0.00	67,102.97
248 - Rental Inspections	25,793.24	6,282.19	2,615.92	29,459.51
249 - Building Department Fund	265,477.39	34,010.16	18,382.09	281,105.46
250 - LDFA Tax	304.83	0.03	0.00	304.86
252 - Hydro Station Fund	772,922.79	31,362.29	47,453.38	756,831.70
266 - Law Enforcement Fund	5,873,418.46	521.08	535,870.67	5,338,068.87
280 - State Grants	18,361.27	1.55	0.00	18,362.82
283 - Neighborhood Stabilization	698.54	0.06	0.00	698.60
301 - General Obligation	260,838.31	38.18	0.00	260,876.49
396 - Series "A" Bond Payments	7,536.11	0.64	0.00	7,536.75
397 - Series "B" Cap. Cost of Funds	65,492.78	5.55	0.00	65,498.33
398 - LDFA 2006 Bonds	133,647.36	11.32	0.00	133,658.68
498 - Capital Improvement 2006 Bond Fund	338,880.49	28.71	0.00	338,909.20
584 - Green Oaks Golf Course	217,448.22	98,218.73	79,899.64	235,767.31
590 - Compost Site	1,253,684.75	20,736.15	12,477.30	1,261,943.60
595 - Motor Pool	460,369.52	38.32	11,299.86	449,107.98
701 - General Tax Collection	164,150.87	12,255.80	152,508.67	23,898.00
703 - Current Tax Collections	49,602.87	2,196,487.07	1,543,694.83	702,395.11
707 - Bonds & Escrow/GreenTop	724,528.14	1,162.69	16,568.50	709,122.33
708 - Fire Withholding Bonds	37,065.26	0.00	15,743.24	21,322.02
893 - Nuisance Abatement Fund	73,153.65	161.93	12,734.15	60,581.43
ABN AMRO Series "B" Debt Red. Cap.Int.	35,160.58	1.67	3,468.59	31,693.66
Comerica Series B Bond	1,670.19	0.14	25.00	1,645.33
GRAND TOTAL	28,734,152.01	3,992,745.52	6,823,569.78	25,903,327.75

Total Payments: 55

Charter Township of Ypsilanti

07/31/2012 Printed

Status

Check

Date

HAND CHECKS Checks

Check

Number

158682

Date: 08/06/2012 Time: 9:17 am BANK: HAND CHECKS Page: 2 Void/Stop Vendor Vendor Name Check Description Amount Date Number PERSPECTIVE EYECARE PROFESSIONAL SERVICES 103.00 16500 Total Checks: 55 Checks Total (excluding void checks): 653,984.57 Bank Total (excluding void checks): 653,984.57 **Total Payments: 55**

Grand Total (excluding void checks):

653,984.57

Accounts Parlables - \$534,380.10

Ham Checks - 653,984.57

Grand Total - \$1,188,364.67

BANK: HAND CHECKS

Charter Township of Ypsilanti

Date:

08/06/2012

Time:

9:17 am

Page:

Check [*]	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
HAND CH	IECKS Chec	ks					
158628	07/17/2012	Printed		6821	AT & T	ACCT. #734 480-9586 427 9	39.39
158629	07/17/2012	Printed		6821	AT & T	ACCT. #734 482-2386 398 5	60.89
158630	07/17/2012	Printed		6821	AT & T	ACCT. #734 482-5720 807 3	160.60
158631	07/17/2012	Printed		6821	AT & T	ACCT. #734 482-6733 544 3	39.39
158632	07/17/2012	Printed	9	6821	AT & T	ACCT. #734 483-0584 132 0	39.39
158633	07/17/2012	Printed		6821	AT & T	ACCT. #734 483-0777 627 6	310.27
158634	07/17/2012			6821	AT & T	ACCT. #734 483-4224 435 5	188.67
158635	07/17/2012	Printed		6821	AT & T	ACCT. #734 483-9550 827 6	23.84
158636	07/17/2012	Printed		6821	AT & T	ACCT. #734 485-0084 397 9	45.17
158637	07/17/2012			6821	AT & T	ACCT. #734 485-0081 149 9	128.73
158638	07/17/2012			6821	AT & T	ACCT. #734 485-1174 097 4	158.67
158639	07/17/2012			6821	AT & T	ACCT. #734 485-6881 100 9	43.15
158640	07/17/2012			6821	AT & T	ACCT. #734 544-3800 862 3	257.46
158641	07/17/2012			6821	AT & T	ACCT, #734 544-4100 851 1	620.56
158642	07/17/2012	Printed		6821	AT & T	ACCT. #734 R01-6553 984 9	241.49
158643	07/17/2012			6821	AT & T	ACCT. #734 R21-0061 299 8	6,206.24
158644	07/17/2012			6821	AT & T	ACCT. #734 R21-1069 765 8	864.93
158645	07/17/2012			0118	DTE ENERGY	GAS & ELECTRIC INVOICES	18,426.47
158646	07/17/2012	Printed		6446	LEVEL 3 COMMUNICATIONS,	ACCT. #909649P	659.99
					LLC		
158647	07/17/2012	Printed		1475	VERIZON WIRELESS	ACCT. #585505481-00001	88.65
158648	07/17/2012			1475	VERIZON WIRELESS	ACCT. #687012970-00001	60.71
158649	07/17/2012			0480	YPSILANTI COMMUNITY	ACCT. #2-087-560450-01	1,605.64
158650	07/19/2012	Printed		6384	STAPLES* - ACCOUNT #1026071	SUPPLIES - REPLACEMENT CHECK	360.70
158651	07/23/2012	Printed		16497	MICHAEL & PAMELA BARTLEY	RETURN OF FIRE BOND	7,873.00
158652	07/23/2012	Printed		5049	BLUE CROSS BLUE SHIELD OF MI	HEALTH INSURANCE - AUG. 2012	116,328.25
158653	07/23/2012	Printed		2002	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE - AUG 2012	13,250.54
158654	07/23/2012	Printed		16496	ADIELE G. NWANKWO	RETURN OF FIRE BOND	7,873.00
158655	07/23/2012	Printed		6263	STANDARD INSURANCE	LIFE & DISABILITY - AUG 2012	3,537.06
158656	07/24/2012	Printed		0163	COMPANY WASHTENAW COUNTY ROAD	HIGHWAY & ROAD CONSTRUCTION	167,212.16
158657	07/26/2012	Printed		6821	AT & T	ACCT. #734 434-2020 090 1	39.25
158658	07/26/2012	Printed	21	6821	AT & T	ACCT. #734 484-3773 758 5	79.56
158659	07/26/2012	Printed		6821	AT & T	ACCT. #734 484-7336 868 3	25.20
158660	07/26/2012			0363	COMCAST CABLE	ACCT. #09588 356113-05-9	130.90
158661	07/26/2012			0363	COMCAST CABLE	ACCT. #09588 302000-01-0	100.72
				0363	COMCAST CABLE	ACCT. #09588 352887-01-2	81.95
158662	07/26/2012			0363	COMCAST CABLE	ACCT: #09588 352887-01-2 ACCT: #09588 284370-01-0	103.15
158663	07/26/2012	Printed		0363		ACCT. #09588 272989-01-3	32.90
158664	07/26/2012				COMCAST CABLE	STREETLIGHTS - JUNE 2012	77,356.56
158665 158666	07/26/2012 07/26/2012	Printed Printed		0119 0426	DTE ENERGY** GUARDIAN ALARM	BILLING: 7200 S. HURON	305.19
450007	07/00/0040	Deintod		40400	DALTEC	RIVER	616.02
158667	07/26/2012			16486	PAETEC	ACCT. #5229787	616.02
158668	07/26/2012			4402	TDS METROCOM	ACCT. #825 609 0021	870.00
158669	07/26/2012			6215	UNITED STATES POSTMASTER		4,886.50
158670	07/26/2012			15934	WASTE MANAGEMENT	ACCT. #389-0054717-1389-0	749.75
158671	07/26/2012			15934	WASTE MANAGEMENT	ACCT. #389-0054724-1389-6	2,705.26
158672	07/26/2012	Printed		6039	WASTE MANAGEMENT*	ACCT. #389-81683	25,829.70
158673	07/26/2012	Printed		6039	WASTE MANAGEMENT*	ACCT. #389-81680	106,817.30
158674	07/26/2012	Printed		6039	WASTE MANAGEMENT*	ACCT. #389-81682	22,088.16
158675	07/26/2012	Printed		6039	WASTE MANAGEMENT*	ACCT. #389-80751	1,377.84
158676	07/27/2012	Printed		2039	DTE ENERGY COMPANY -	LAKEVIEW SUBDIVSION STREETLIGH	34,324.71
158677	07/27/2012	Printed		16404	WELLS FARGO FINANCIAL LEASING	GOLF CART LEASE - AUG. 2012	5,503.85
158678	07/31/2012	Printed		15927	DTE ENERGY	CUT & CAP OF UTILITIES	2,880.00
158679	07/31/2012			15887	POLO FIELDS GOLF &	BUILDING RENTAL - ELECTIONS	1,100.00
158680	07/31/2012	Printed		0480	COUNTRY YPSILANTI COMMUNITY	ACCT. #2-037-360000-01	98.70
158681	07/31/2012			0480	DTE ENERGY	GAS & ELECTRIC INVOICES	19,073.39

Date:

08/06/2012

Time:

9:15 am

Charter 7	Township of	Ypsilanti			BANK:		Page:	9.15 am
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description		Amount
Checks								
158683	08/06/2012	Printed		0657	14-B DISTRICT COURT	SMALL CLAIMS		60.00
158684	08/06/2012	Printed		6858	ABBEY DOOR	LOCK REPAIR FOR DEPUTY TREASUR		475.00
158685	08/06/2012	Printed		12040	ABRAHAM & GAFFNEY PC	PROFESSIONAL SERVICES		1,000.00
158686	08/06/2012	Printed		8412	ACO HARDWARE	SUPPLIES		21.95
158687	08/06/2012	Printed		0560	ALLGRAPHICS CORPORATION	T-SHIRTS FOR YOUTH PROGRAM		333.75
158688	08/06/2012	Printed		0017	ANN ARBOR CLEANING SUPPLY	SUPPLIES		1,161.53
158689	08/06/2012	Printed		15559	ANN ARBOR.COM	PUBLISHING		131.40
158690	08/06/2012	Printed		6820	ANN ARBOR.COM	PUBLISHING		740.00
158691	08/06/2012			6211	APOLLO FIRE APPARATUS REPAIR	FIXING LEAKING VALVES ON THE E		935.96
158692	08/06/2012	Printed		0909	AT & T*	ACCT. #053 294-5218 001		34.11
158693	08/06/2012	Printed		1387	ATLAS PEN AND PENCIL CORP.	PRO SHOP RESALE GOLF TEES		455.95
158694	08/06/2012	Printed		0215	AUTO VALUE YPSILANTI	SUPPLIES		403.68
158695	08/06/2012			15941	TODD J. BARBER	PROFESSIONAL SERVICES		3,941.60
158696	08/06/2012			15941	TODD J. BARBER	BUILDING INSPECTIONS		1,925.00
158697	08/06/2012			16504	MEREDITH BARRON	REFUND - ROOM RENTAL		130.00
158698	08/06/2012			16357	BC PAINTING	LABOR AND MATERIALS, SAND BLAS		363.00
158699	08/06/2012	Printed		6702	BELFOR USA	LOCATION: 1355 DESOTO		471.50
158700	08/06/2012			6702	BELFOR USA	LOCATION: 2160 MAJORIE		114.75
158701	08/06/2012			6702	BELFOR USA	LOCATION: 2143 MERRILL		121.25
158702	08/06/2012			6702	BELFOR USA	LOCATION: 1754 MICHIGAN AVE.		289.50
158703	08/06/2012	Printed		16501	CAROL ANN BLACK	SUMMER CAMP FIELD TRIP		250.00
158704	08/06/2012			15847	CHRISTOPHER BLINSTRUB	REFEREE		130.00
158705	08/06/2012			8160	MATT BLINSTRUB	UMPIRE		24.00
158706	08/06/2012			2973	MARIALANA BRANCH	UMPIRE		54.00
158707	08/06/2012			1186	BREWER'S INC.	TOWING ENGINE 14-4 TO MICHIGAN		550.00
158708	08/06/2012	Printed		6959	BUTZEL LONG	PROFESSIONAL SERVICES		16,466.88
158709	08/06/2012			16499	JILL CAHILL	REFUND - ROOM RENTAL		130.00
158710	08/06/2012			16356	CANNONSBURG WOOD PRODUCTS	REPLENISH SAFETY SURFACING "FA		2,315.00
158711	08/06/2012	Printed		0870	CHARTER TOWNSHIP OF SUPERIOR	UTILITIES - GREEN OAKS		22.68
158712	08/06/2012	Printed		6718	CIGAR MAN	PRO SHOP RESALE CIGARS		138.35
158713	08/06/2012			2276	CINCINNATI TIME SYSTEMS	EQUIPMENT RENTAL		1,340.00
158714	08/06/2012			15452	COLD CUT KRUISE	PRO SHOP RESALE		199.70
158715	08/06/2012			1312	COMPLETE BATTERY SOURCE			29.95
158716	08/06/2012			6974	TERRY CONDIT	UMPIRE		135.00
158717	08/06/2012			6947	CONFERENCE OF WESTERN WAYNE	PROFESSIONAL SERVICES		450.00
158718	08/06/2012	Printed		0582	CONGDON'S	SUPPLIES		311.33
158719	08/06/2012			16503	DAWID & GATTI, PLLC	ATTORNEY FEES		869.00
158720	08/06/2012			16467	DANNY DOUGLAS	UMPIRE		40.00
	08/06/2012			0145	DOUGLASS SAFETY SYSTEMS	ANNUAL BENCH TEST		4,720.00
158721 158722	08/06/2012			4706	ED'S GARAGE	PARKS & GROUNDS TRK#16 REPAIRS		1,364.83
158723	08/06/2012	Printed		0527	ELECTION SYSTEMS & SOFTWARE	REPAIRS & MAINTENANCE		1,794.50
158724	08/06/2012	Printed		5736	FEDERAL ENERGY REGULATORY COMM	ANNUAL CHARGES		3,029.94
158725	08/06/2012	Printed		1200	FEDERAL EXPRESS CORPORATION	POSTAGE		33.66
158726	08/06/2012	Printed		15034	FONDRIEST ENVIRONMENTAL, INC	ANNUAL FEE TO HOST WATER QUALI		950.00
158727	08/06/2012	Printed		16468	ALLEN TERRELL GARDETTE	UMPIRE		24.00
158728	08/06/2012			0073	GENE BUTMAN FORD	AUTO MAINTENANCE		353.47
158729	08/06/2012			6071	GOVERNMENT FINANCE OFFICERS	MEMBERSHIP & DUES		305.00
158730	08/06/2012	Printed		6161	GOVERNMENTAL CONSULTAN	T PROFESSIONAL SERVICES		2,850.00

BANK:

Charter Township of Ypsilanti

Date:

08/06/2012

Time: Page:

9:15 am

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks						1. T	
158731	08/06/2012	Printed		0107	GRAINGER	SUPPLIES	1,141.45
158732	08/06/2012			3391	GRAYBAR	SUPPLIES	67.44
158733	08/06/2012			0070	GREAT LAKES TELECOM, INC.	TELEPHONE	142.30
158734	08/06/2012			6414	GRIFFIN PEST SOLUTIONS	LOCATION: STATION #4	87.00
158735	08/06/2012			0158	MARK HAMILTON	ATTORNEY FEES - AUG. 2012	1,500.00
158736	08/06/2012			15884	HEPPNER LANDSCAPE SERVICES	TWP. MOWING PROPERTIES	855.00
158737	08/06/2012	Printed		15884	HEPPNER LANDSCAPE SERVICES	Mowing Twp. Properties	935.00
158738	08/06/2012	Printed		15884	HEPPNER LANDSCAPE SERVICES	PROFESSIONAL SERVICES	1,134.00
158739	08/06/2012	Printed		15884	HEPPNER LANDSCAPE SERVICES	TWP. MOWING LOTS	695.00
158740	08/06/2012	Printed		15884	HEPPNER LANDSCAPE SERVICES	PROFESSIONAL SERVICES	460.00
158741	08/06/2012	Printed		15884	HEPPNER LANDSCAPE SERVICES	TWP. MOWING LOTS	815.00
158742	08/06/2012	Printed		15884	HEPPNER LANDSCAPE SERVICES	TWP. MOWING PROPERTIES	1,117.00
158743	08/06/2012	Printed		15884	HEPPNER LANDSCAPE SERVICES	PROFESSIONAL SERVICES	735.00
158744	08/06/2012	Printed		15884	HEPPNER LANDSCAPE SERVICES	PROFESSIONAL SERVICES	720.00
158745	08/06/2012	Printed		6547	HERITAGE NEWSPAPERS	PUBLISHING	278.40
158746	08/06/2012	Printed		0503	HOME DEPOT	SUPPLIES	889.56
158747	08/06/2012	Printed		15474	TINA HOTCHKISS	REIMBURSEMENT - ART MATERIALS	80.00
158748	08/06/2012	Printed		2898	HURON VALLEY AMBULANCE	FIRE DISPATCHING SERVICES	5,751.17
158749	08/06/2012	Printed		6055	IIMC	MEMBERSHIP	75.00
158750	08/06/2012	Printed		15788	INLAND	EMERGENCY SERVICE FOR 6-29 & 6	4,530.00
158751	08/06/2012	Printed		4467	JOHN DEERE LANDSCAPES	SUPPLIES	81.51
158752	08/06/2012	Printed		15754	KELLOGG HOTEL & CONFERENCE CTR	REGISTRATION FEES FOR 63RD ANN	975.00
158753	08/06/2012	Printed		0391	KONICA MINOLTA - ALBIN	EQUIPMENT MAINTENANCE	118.27
158754	08/06/2012			15493	ADAM KURTINAITIS	ELECTRICAL INSPECTIONS	720.00
158755	08/06/2012	Printed		16477	WARREN LEIDLEIN	UMPIRE	12.00
158756	08/06/2012	Printed		6198	LEITELT IRON WORKS	REPLACEMENT PARTS FOR GENERATO	9,850.00
158757	08/06/2012	Printed		7038	LINCOLN SCHOOL DISTRICT	DEL PP TAXES	224.88
158758	08/06/2012	Printed		6467	LOWES	SUPPLIES	521.78
158759	08/06/2012	Printed		11330	LSL PLANNING INC	PROFESSIONAL SERVICES	237.50
158760	08/06/2012	Printed		0253	MCLAIN AND WINTERS	LEGAL SERVICES - JULY 2012	9,775.00
158761	08/06/2012	Printed		16445	MCMASTER-CARR	SPECIAL WRENCH FOR TURBINE	384.85
158762	08/06/2012	Printed		6904	MDA - MAXX SUNGLASSES	PRO SHOP RESALE SUNGLASSES	262.00
158763	08/06/2012			16165	MICHIGAN ABILITY PARTNERS	MAP PROGRAM	1,258.60
158764	08/06/2012			5637	MICHIGAN ELVISFEST	ELVIS FEST TICKET SALES	1,451.38
158765	08/06/2012			16461	MICHIGAN LINEN SERVICE, INC.	LAUNDRY - FIRE DEPT.	1,839.61
158766	08/06/2012			0044	MICHIGAN MUNICIPAL LIABILITY	INSURANCE & BONDS	5,000.00
158767	08/06/2012			2942	MICHIGAN TOURNAMENT FLEET, INC	MAINTENANCE AGREEMENT - AUG.	825.00
158768	08/06/2012			15402	MIDWEST MEDICAL CENTER	HOSPITAL PHYSICALS	210.00
158769	08/06/2012			16462	DAVID MONFORTON	UMPIRE	54.00
158770	08/06/2012			2986	NAPA AUTO PARTS*	PURCHSE OF TRAILER HITCH FOR P	681.81
158771	08/06/2012			6278	OBRYAN'S LOCK & KEY*	REPAIRS & MAINTENANCE	820.00
158772	08/06/2012			2997	OFFICE EXPRESS	SUPPLIES	740.66
158773	08/06/2012			6893	OFFICE MAX* #434705	SUPPLIES	29.99
158774	08/06/2012			0147	OSCAR W. LARSON CO.	REPAIR OF FUEL/TANK MONITOR @	1,559.19
158775	08/06/2012	Printed		16502	CAROL ANN OWENS	SUMMER CAMP PROGRAM	275.00

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Charter Township of Ypsilanti

Date:

08/06/2012

Time:

9:15 am

Page: 3

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
158776	08/06/2012	Printed		0913	PARKWAY SERVICES, INC.	RENTAL - FORD HERITAGE PARK	168.00
158777	08/06/2012	Printed	8	15766	PARS ICE CREAM	PRO SHOP RESALE ICE CREAM	391.68
158778	08/06/2012	Printed		0327	PINTER'S FLOWERLAND, INC.	SUPPLIES	173.20
158779	08/06/2012			0339	POST, SMYTHE, LUTZ AND ZIEL		3,176.25
158780	08/06/2012	Printed		16478	PRO POWER	REPAIR PARTS FOR	107.03
						IRRIATION SYS	
158781	08/06/2012			6045	QPS PRINTING	SUPPLIES	124.93
158782	08/06/2012	Printed		6953	QUILL OFFICE SUPPLIES	SUPPLIES	85.80
158783	08/06/2012	Printed		3214	RENT A WRECK	LEASE	120.00
158784	08/06/2012			16395	RESIDEX TURFGRASS ***	POND SUPPLIES	3,562.50
158785	08/06/2012	Printed		15386	RICOH AMERICAS CORPORATION	EQUIPMENT RENTAL	67.61
158786	08/06/2012	Printed		6308	RKA PETROLEUM	REFILL 87 E-10 GAS TANK AT GRE	12,948.81
158787	08/06/2012	Printed		0918	ROLLING HILLS COUNTY PARK		205.00
158788	08/06/2012	Printed		0371	SAFEGUARD BUSINESS	TO REPLACE STOCK	452.46
158789	08/06/2012	Printed		0634	SYSTEMS SAM'S CLUB DIRECT	SUPPLIES	481.00
158799	08/06/2012			0395	SHRADER TIRE & OIL	REPAIRS	278.85
158791	08/06/2012	Printed		8489	ROLLAND SIZEMORE III	ATTORNEY FEES	772.69
158792	08/06/2012	Printed		15751	SOUTHERN COMPUTER	EQUIPMENT	176.46
158793	08/06/2012	Printed		1507	WAREHOUSE SPARTAN DISTRIBUTORS	PARKS & GROUNDS TORO MOWER #30	881.14
158794	08/06/2012	Printed		0399	SPEARS FIRE & SAFETY	FIRE & SAFETY SERVICES	131.50
158795	08/06/2012	Drintod		16364	SERVICE SPICER GROUP	PROFESSIONAL SERVICES	6,702.50
158796	08/06/2012	Printed		15897	GARY STAFFORD	UMPIRE	32.00
158797	08/06/2012	Printed		0632	STERICYCLE INC	MEDICAL WASTE DISPOSAL	225.27
158798	08/06/2012	Printed		0449	SYSCO FOOD SERVICES OF	PRO SHOP RESALE SNACK	2,153.37
158799	08/06/2012	Printed		1227	DETROIT TARGET INFORMATION	BAR TO REPLACE STOCK	2,397.50
158800	08/06/2012	Printed		2597	U.S. POSTAL SERVICE*	BRM ANNUAL MAINTENANCE	605.00
158801	08/06/2012	Printed		2597	U.S. POSTAL SERVICE*	BRM ANNUAL PERMIT	190.00
158802	08/06/2012			16384	UNIFIED TELECOM SOLUTIONS, LLC		2,077.25
158803	08/06/2012	Printed		6523	UNIQUE 1 SERVICE	COOLANT LEAK OF E 14-2	1,012.00
158804	08/06/2012			3082	UNIVERSITY TRANSLATORS	TRANSLATOR SERVICES	420.00
158805	08/06/2012			7045	VAN BUREN SCHOOL DISTRICT		436.76
158806	08/06/2012			6627	VICTORY LANE	AUTO MAINTENANCE	299.80
158807	08/06/2012			6028	WASHTENAW AREA	MEMBERSHIP & DUES	4,097.00
158808	08/06/2012	Printed		7035	TRANSPORTATION WASHTENAW COMMUNITY	DEL PP TAXES	934.03
158809	08/06/2012	Printed		0163	COLLEGE# WASHTENAW COUNTY ROAD	DEBT SRVS INTEREST -	306,750.00
158810	08/06/2012	Printed		7005	WASHTENAW COUNTY	HIGHWYS DEL PP TAXES	2,965.77
158811	08/06/2012			0444	TREASURER WASHTENAW COUNTY	TRAILER FEES - JUNE 2012	2,885.00
158812	08/06/2012			0444	TREASURER# WASHTENAW COUNTY	SHERIFF PATROL	52,200.25
158813	08/06/2012			7042	TREASURER# WASHTENAW INTERMEDIATE	DEL PP TAXES	906.75
158814	08/06/2012			7042	WAYNE ISD	DEL PP TAXES	80.18
158815	08/06/2012			3011	WEST PAYMENT CENTER	SUBSCRIPTION SUPPLIES	104.76
158816	08/06/2012			7036	WILLOW RUN SCHOOL	DEL PP TAXES	1,407.18
158817	08/06/2012	Printed		16498	DISTRICT TYWANA WYATT-FREDENBERG	PROGRAM INSTRUCTOR	63.00
158818	08/06/2012			16294	JOEL YANKEY	REFEREE	69.00
158819	08/06/2012	Printed		0480	YPSILANTI COMMUNITY	ACCT. #2-060-771600-01	3,616.40
158820	08/06/2012			7034	YPSILANTI DISTRICT LIBRARY	DEL PP TAXES	703.13
158821	08/06/2012			16427	YPSILANTI PUBLIC SCHOOLS	SCHOOL CROSSING GUARD	2,430.82
158822	08/06/2012			7039		DEL PP TAXES	1,626.38

Date:

08/06/2012

Time:

9:15 am

Charter 7	Township of	Ypsilanti			BANK:		Page:	4
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description		Amount
Checks								
158823	08/06/2012	Printed		15250	YPSILANTI TOWNSHIP REC. DEPT.	ELVISFEST TICKET SALES		256.12
158824	08/06/2012	Printed		6417	YPSILANTI TWP PETTY CASH	REIMBURSE PETTY CASH		103.28
158825	08/06/2012	Printed		0494	ZEE MEDICAL SERVICE COMPANY	SUPPLIES		295.64
158826	08/06/2012	Printed		0729	ZEP MANUFACTURING COMPANY	SUPPLIES		121.48
				Total C	hecks: 144 Chec	ks Total (excluding void checks):	ſ	534,380.10
				Total Payr	ments: 144 Bar	nk Total (excluding void checks):	-	534,380.10
				Total Payr	ments: 144 Grai	nd Total (excluding void checks):		534,380.10

Date: Time:

08/20/2012

4:06 pm

Page:

Charter Township of Ypsilanti				BANK: HAND CHECKS			2	
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description		Amount
HAND CI	HECKS Check	ks						
158881	08/16/2012	Printed		6039	WASTE MANAGEMENT*	ACCT. #389-81686		275.00
158882	08/16/2012	Printed		6039	WASTE MANAGEMENT*	ACCT. #389-80751		1,237.29
158883	08/16/2012	Printed		0480	YPSILANTI COMMUNITY	ACCT. #4-070-428255-01		448.06

Total Checks: 57

Checks Total (excluding void checks):

336,556.46

Total Payments: 57

Bank Total (excluding void checks):

336,556.46

Total Payments: 57

Grand Total (excluding void checks):

336,556.46

Accounts Parlable Checks

690,636.89

Grand Total 1,027,193.32

BANK:

Charter Township of Ypsilanti

Date:

08/20/2012

Time:

4:03 pm

Page:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
158884	08/20/2012	Printed		2937	A & R TOTAL CONSTRUCTION, INC.		917.95
158885 158886	08/20/2012 08/20/2012	Printed Printed		8412 0049	ACO HARDWARE ALL SEASONS LANDSCAPING	SUPPLIES SUPPLIES	10.95 9.90
450007	00/20/2012	Delatod		15176	CO. SUSAN ALLSHOUSE	PREP OF TEST BALLOTS	750.00
158887 158888	08/20/2012 08/20/2012			15084	ALTERNATIVE COMPUTER	DESKTOP/SERVER	3,970.00
130000	00/20/2012	Fillited		15004	TECH	SECURITY/ANTI M	
158889	08/20/2012	Printed	X.	0175	AMERICAN ARBITRATION ASSOC.	LABOR CONSULTANT	225.00
158890	08/20/2012	Printed		0017	ANN ARBOR CLEANING SUPPLY	SUPPLIES	911.80
158891	08/20/2012	Printed		0022	ANN ARBOR WELDING SUPPLY CO		106.40
158892	08/20/2012	Printed		0215	AUTO VALUE YPSILANTI	SUPPLIES	79.99
158893	08/20/2012	Printed		15941	TODD J. BARBER	BUILDING INSPECTIONS	1,325.00
158894	08/20/2012	Printed		6971	BIO-CARE, INC.	RESPIRATORY MEDICAL CLEARANCE	2,206.00
158895	08/20/2012	Printed		15847	CHRISTOPHER BLINSTRUB	REFEREE	128.00
158896	08/20/2012	Printed		8274	BUDGET TOWING	TOWING	67.00
158897	08/20/2012	Printed		16090	CAMTRONICS	MONTHLY SERVICE CONTRACT	101.50
158898	08/20/2012			6718	CIGAR MAN	PRO SHOP RESALE CIGARS	102.75
158899	08/20/2012			0825	CITY OF YPSILANTI	PURCHASE OF SALT	241.15
158900	08/20/2012			15370	CLEVELAND GOLF SRIXON	PRO SHOP RESALE GOLF BALLS	317.96
158901	08/20/2012			15452	COLD CUT KRUISE	PRO SHOP RESALE	128.50
58902	08/20/2012			1312	COMPLETE BATTERY SOURCE		115.84
58903	08/20/2012			0582	CONGDON'S	SUPPLIES	570.72 155.00
158904	08/20/2012	Printed		0145	DOUGLASS SAFETY SYSTEMS	REPAIR PARTS FOR SCBA AIR CYLI	
158905	08/20/2012			6951	EMERGENCY VEHICLES PLUS	ENGINE COOLER FOR LADDER 14-1	1,924.45
158906	08/20/2012			1200	FEDERAL EXPRESS CORPORATION	POSTAGE	141.74
158907	08/20/2012			16443	FLOYD'S RIGGING AND MACHINERY	NEED TO GET GATE #4 OPERATIONA	2,594.00
158908	08/20/2012			16506	DOSHIE GASTON	REFUND - ROOM RENTAL	230.00 84.74
158909	08/20/2012			1233	GORDON FOOD SERVICE INC.		343.46
58910	08/20/2012			0107	GRAINGER	SUPPLIES	120.00
158911	08/20/2012			16507	INGRID HAMILTON	REFUND - ROOM RENTAL ATTORNEY FEES - AUG. 2012	1,500.00
158912	08/20/2012			0158	MARK HAMILTON	MOWING TWP. PROPERTIES	445.00
158913	08/20/2012			15884	HEPPNER LANDSCAPE SERVICES	PROFESSIONAL SERVICES	216.00
158914	08/20/2012			15884	HEPPNER LANDSCAPE SERVICES	PROFESSIONAL SERVICES PROFESSIONAL SERVICES	670.00
158915	08/20/2012			15884	HEPPNER LANDSCAPE SERVICES	PROFESSIONAL SERVICES PROFESSIONAL SERVICES	290.00
158916	08/20/2012			15884	HEPPNER LANDSCAPE SERVICES HEPPNER LANDSCAPE	PROFESSIONAL SERVICES	190.0
158917	08/20/2012			15884	SERVICES HEPPNER LANDSCAPE	TWP. MOWING	350.0
158918	08/20/2012			15884	SERVICES	REPAIR UNWORKING	962.9
158919	08/20/2012			2831	HERKIMER RADIO SERVICE	HEADSETS IN E	80.0
158920	08/20/2012			16505	LISA HICKS	REFUND - ROOM RENTAL	577.3
158921	08/20/2012			0503	HOME DEPOT	SUPPLIES	185.6
58922	08/20/2012			0503	HOME DEPOT	SUPPLIES ENERGY IMPROVEMENT	1,641.7
58923	08/20/2012			0174	HONEYWELL	ENERGY IMPROVEMENT	1,641.7 5,751.1
58924	08/20/2012			2898	HURON VALLEY AMBULANCE	FIRE DISPATCHING SERVICES	5,751.1
158925	08/20/2012	Printed		8628	HURON VALLEY HUMANE SOCIETY	REFUND: DOG LICENCE	10.0
158926	08/20/2012	Printed		15788	INLAND	STANDBY RESCUE SERVICES	875.0
158926	08/20/2012			4467	JOHN DEERE LANDSCAPES	SUPPLIES	369.0
158927	08/20/2012			16408	JTW PIPES LLC	WORK DONE @ COMMUNITY	150.0
100920	00/20/2012	i iliteu		10400	VIII II MV IIIV	CTR. WOM	

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2

Charter Township of Ypsilanti BANK: Page:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amou
Checks					i i		
58929	08/20/2012	Printed		0391	KONICA MINOLTA - ALBIN	EQUIPMENT MAINTENANCE	27.7
58930	08/20/2012	Printed		15493	ADAM KURTINAITIS	ELECTRICAL INSPECTIONS	750.0
58931	08/20/2012			0519	LEISURE PURSUITS, INC.	AMUSEMENT PARK TICKETS	1,521.7
58932	08/20/2012			6198	LEITELT IRON WORKS	FOR SERVICE PERFORMED ON 6/29,	2,541.0
58933	08/20/2012	Printed		12826	ERIC LIONQUIST	REFUND - BALLET TAP JAZZ	70.0
58934	08/20/2012			6467	LOWES	SUPPLIES	130.4
58935	08/20/2012			11330	LSL PLANNING INC	PROFESSIONAL SERVICES	1,730.0
58936	08/20/2012			13385	LYLE TRUCKING INC.	PROFESSIONAL SERVICES	10,420.0
58937	08/20/2012			0253	MCLAIN AND WINTERS	LEGAL SERVICES - JULY 2012	104,779.8
							930.0
58938	08/20/2012			16165		MAP PROGRAM	
58939	08/20/2012			16461	MICHIGAN LINEN SERVICE, INC.	LAUNDRY - FIRE DEPT.	1,220.1
58940	08/20/2012			0172	MICRO SOURCE INC.	VEEAM BACKUP AND REPLICATION L	5,424.0
58941	08/20/2012			15402	MIDWEST MEDICAL CENTER	HOSPITAL PHYSICALS	60.0
58942	08/20/2012			2986	NAPA AUTO PARTS*	PARKS & GROUNDS TRK#63 TRAILER	109.3
58943	08/20/2012			2997	OFFICE EXPRESS	SUPPLIES	67.9
58944	08/20/2012			0566	ORIENTAL TRADING COMPANY, INC.		79.4
58945	08/20/2012			0463	OSBURN INDUSTRIES, INC.	HARRIS PARK INFIELD WORK	1,110.8
58946	08/20/2012	Printed		0147	OSCAR W. LARSON CO.	SERVICE CALLS-REPLACE DIESEL N	360.0
58947	08/20/2012			0913	PARKWAY SERVICES, INC.	RENTAL - FORD HERITAGE PARK	190.0
58948	08/20/2012			15766	PARS ICE CREAM	CREDIT INVOICE #92703931	339.2
58949	08/20/2012	Printed		16508	LIZABETH PINKOWSKI	5200 ELLIS ROAD BOND RETURN	6,000.0
58950	08/20/2012	Printed		0327	PINTER'S FLOWERLAND, INC.	SUPPLIES	30.0
8951	08/20/2012	Printed		0319	PITNEY BOWES INC.*^	SUPPLIES	149.9
8952	08/20/2012	Printed		0339	POST, SMYTHE, LUTZ AND ZIEL	PROFESSIONAL SERVICES	3,176.2
58953	08/20/2012	Printed		1637	RESIDEX	FERTILIZER	1,627.0
58954	08/20/2012	Printed		16395	RESIDEX TURFGRASS ***	FERTILIZER	1,381.8
58955	08/20/2012	Printed		15386	RICOH AMERICAS CORPORATION	EQUIPMENT RENTAL	963.6
58956	08/20/2012	Printed		0395	SHRADER TIRE & OIL	REPAIRS	203.9
58957	08/20/2012	Printed		6288	SIGNS BY TOMORROW	SIGNS	96.9
58958	08/20/2012			3978	SOLOMON DIVING INC.	NEED TO GET GATE #4 OPERATIONA	4,470.0
58959	08/20/2012	Printed		15751	SOUTHERN COMPUTER WAREHOUSE	SUPPLIES	3,034.6
58960	08/20/2012	Printed		1507	SPARTAN DISTRIBUTORS	REPAIR PARTS	34.7
58961	08/20/2012	Printed		1338	STADIUM TROPHY	ADULT SOFTBALL TROPHIES	66.0
58962	08/20/2012			6384	STAPLES* - ACCOUNT #1026071		360.7
58963	08/20/2012			0872	STATE OF MICHIGAN#	CODE OFFICIAL REGISTRATION	225.0
58964	08/20/2012	Printed		16150	STORMAGIC	ANNUAL MAINTENANCE RENEWAL FOR	478.0
58965	08/20/2012	Printed		0449	SYSCO FOOD SERVICES OF DETROIT	PRO SHOP RESALE SNACK BAR	926.5
58966	08/20/2012	Printed		4087	TASK FORCE TIPS	REPLACEMENT PARTS FOR ENGINE 3	396.5
58967	08/20/2012	Printed		0468	TITLEIST	PRO SHOP RESALE GOLF BALLS	1,904.1
58968	08/20/2012			0497	VAN BUREN STEEL & FABRICATING	MAINTENANCE SUPPLIES	299.0
58969	08/20/2012	Printed		6627	VICTORY LANE	AUTO MAINTENANCE	59.7
58970	08/20/2012	Printed		16302	W.J. O'NEIL COMPANY	REPAIR TO A/C SYSTEM @FLP HOUS	2,697.8
58971	08/20/2012			0163	WASHTENAW COUNTY ROAD	TRAFFIC CALMING DEVICES APPROV	34,552.4
58972	08/20/2012			0444	WASHTENAW COUNTY TREASURER#	SHERIFF PATROL	459,862.0
58973	08/20/2012	Printed		6271	WILLOW RUN COMMUNITY SCHOOLS	RENT	452.0

Date:

08/20/2012

Time:

4:03 pm

Charter	Township of	Ypsilanti			BANK:			Page:	3
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name		Check Description		Amount
Checks									-
158974	08/20/2012	Printed		4263	WOLVERINE FREIGHTLIN	NER	REPAIR AND LABOR OF LADDER 14-		1,593.51
158975	08/20/2012	Printed		1306	WOLVERINE SPORTS		SUPPLIES		35.80
158976	08/20/2012	Printed		5381	THOMAS NEAL YANKEY		REFEREE		23.00
158977	08/20/2012	Printed		7054	YCUA		ASSESSING VEHICLE #5 A/C REPAI		255.41
158978	08/20/2012	Printed		0480	YPSILANTI COMMUNITY		PARKS & GROUNDS TRUCK #36 R &		987.30
158979	08/20/2012	Printed		6417	YPSILANTI TWP PETTY (CASH	REIMBURSE PETTY CASH		198.74
158980	08/20/2012	Printed		0494	ZEE MEDICAL SERVICE COMPANY		SUPPLIES		80.76
				Total Ch	necks: 97	Checks	Total (excluding void checks):	*	690,636.89
				Total Payn	nents: 97	Bank	Total (excluding void checks):		690,636.89
				Total Payn	nents: 97	Grand	d Total (excluding void checks):	ê	690,636.89

Date:

08/20/2012

Time: Page: 4:06 pm 1

700

BANK: HAND CHECKS

Charter Township of Ypsilanti

	roundinp or	· ponditi				ı ago.	
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
HAND C	HECKS Chec	ks			1		
158827	08/07/2012	Printed		6821	AT & T	ACCT. #734 480-9586 427 9	39.20
158828	08/07/2012	Printed		6821	AT & T	ACCT. #734 482-5720 807 3	84.37
158829	08/07/2012	Printed		6821	AT & T	ACCT. #734 482-6733 544 5	39.16
158830	08/07/2012	Printed		6821	AT & T	ACCT. #734 483-0584 132 0	39.20
158831	08/07/2012			6821	AT & T	ACCT. #734 483-0777 627 6	291.74
158832	08/07/2012			6821	AT & T	ACCT. #734 483-4224 435 5	189.16
158833	08/07/2012			6821	AT & T	ACCT. #734 483-9550 827 6	22.75
158834	08/07/2012			6821	AT & T	ACCT. #734 485-0084 397 9	45.30
158835	08/07/2012			6821	AT & T	ACCT. #734 485-1174 097 4	159.19
158836	08/07/2012			6821	AT & T	ACCT. #734 485-5303 150 6	95.68
158837	08/07/2012			6821	AT & T	ACCT. #734 487-8104 411 3	257.84
158838	08/07/2012			6821	AT & T	ACCT. #734 487-8104 411 3	259.94
158839	08/07/2012			6821	AT & T	ACCT. #734 544-3800 862 3	220.78
						ACCT. #734 544-4100 851 1	613.09
158840	08/07/2012			6821	AT & T		241.49
158841	08/07/2012			6821	AT & T	ACCT. #734 R01-6553 984 9	
158842	08/07/2012			6821	AT & T	ACCT. #734 R21-1069 765 8	1,037.59
158843	08/07/2012			0363	COMCAST CABLE	ACCT. #09588 290692-01-0	201.95
158844	08/07/2012			0363	COMCAST CABLE	ACCT. #09588 301061-01-3	211.90
158845	08/07/2012			0363	COMCAST CABLE	ACCT. #09588 356113-05-9	92.49
158846	08/07/2012	- NO		0363	COMCAST CABLE	ACCT. #09588 344688-01-4	71.95
158847	08/07/2012			0363	COMCAST CABLE	ACCT. #09588 307929-01-7	206.90
158848	08/07/2012			0363	COMCAST CABLE	ACCT. #09588 308476-01-7	81.90
158849	08/07/2012			0363	COMCAST CABLE	ACCT. #09588 290641-01-7	37.11
158850	08/07/2012			0426	GUARDIAN ALARM	BILLING: 1775 E. CLARK	453.93
158851	08/07/2012			16370	PROGRESSIVE BENEFIT SOLUTIONS	HRA UTILIZATION - JULY 2012	13,493.78
158852	08/07/2012	Printed		16370	PROGRESSIVE BENEFIT SOLUTIONS	HRA UTILIZATION - JULY 2012	11,328.66
158853	08/07/2012	Printed		16370	PROGRESSIVE BENEFIT SOLUTIONS	MONTHLY ADMIN FEE	1,172.50
158854	08/07/2012	Printed		1475	VERIZON WIRELESS	ACCT. #585505481-00001	89.27
158855	08/07/2012	Printed		15934	WASTE MANAGEMENT	ACCT. #389-0054671-1389-9	209.81
158856	08/07/2012	Printed		15934	WASTE MANAGEMENT	ACCT. #389-0054729-1389-5	442.91
158857	08/07/2012	Printed		6039	WASTE MANAGEMENT*	ACCT. #389-81686	350.00
158858	08/07/2012	Printed		0480	YPSILANTI COMMUNITY	ACCT. #4-087-560200-01	2,426.00
158859	08/09/2012	Printed		1233	GORDON FOOD SERVICE INC.	SUPPLIES	77.96
158860	08/09/2012	Printed		6161	GOVERNMENTAL CONSULTANT	PROFESSIONAL SERVICES	2,850.00
158861	08/09/2012	Printed		15792	V & J CEMENT	HEALTH AND SAFETY SIDEWALK REP	4,985.00
158862	08/09/2012	Printed		6384	STAPLES* - ACCOUNT #1026071		360.70
158863	08/16/2012	Printed		0017	ANN ARBOR CLEANING SUPPLY	SUPPLIES	962.03
158864	08/16/2012	Printed		0022	ANN ARBOR WELDING SUPPLY	MEDICAL SUPPLIES	199.50
158865	08/16/2012	Printed		6821	AT & T	ACCT. #734 434-2020 090 1	42.89
158866	08/16/2012			6821	AT & T	ACCT. #734 R21-0061 299 8	6,195.47
158867	08/16/2012			0007	BECKETT AND RAEDER, INC.	PROFESSIONAL SERVICES	3,941.60
158868	08/16/2012			5049	BLUE CROSS BLUE SHIELD OF		110,633.21
158869	08/16/2012	Printed		0118	DTE ENERGY	GAS & ELECTRIC INVOICES	939.28
158870	08/16/2012			15421	FLEET SERVICES	GAS & OIL	3,382.26
158871	08/16/2012			0426	GUARDIAN ALARM	BILLING: 7200 S. HURON RIVER	307.19
158872	08/16/2012	Printed		8063	TELEGRATION	ACCT. #8119-0000	56.83
158873	08/16/2012			1475	VERIZON WIRELESS	ACCT. #385474612-00001	1,071.99
158874	08/16/2012			1475	VERIZON WIRELESS	ACCT. #387013030-00001	688.72
158875	08/16/2012			1475	VERIZON WIRELESS	ACCT. #687012970-00001	60.57
158876	08/16/2012			15934	WASTE MANAGEMENT	ACCT. #389-0054717-1389-0	752.96
158877	08/16/2012			15934	WASTE MANAGEMENT	ACCT. #389-0054717-1389-6	3,473.35
158878	08/16/2012			6039	WASTE MANAGEMENT*	ACCT. #389-81683	26,421.54
158879	08/16/2012			6039	WASTE MANAGEMENT*	ACCT. #369-61666 ACCT. #389-81680	108,795.66
158880	08/16/2012			6039	WASTE MANAGEMENT*	ACCT. #389-81682	23,889.86
130000	00/10/2012	rintea		0009	WAO I E WANAGEWEN	7.001.11000 01002	20,000.00

CHARTER TOWNSHIP OF YPSILANTI

2012 BUDGET AMENDMENT #6

August 27, 2012

101 - GENERAL OPERATIONS FUND

Total Increase

\$450,000.00

Increase the expenditure line item for Legal Service for Public Nuisance properties though out the community. The Board has approved the attorneys to pursue legal action against said properties . All new request to pursue legal actions against properties will still be brought before the Board for approval. The amount of \$350,000 will be funded by an appropriation of Prior Year Fund Balance and the amount of \$100,000 will be a line transfer from budget line item 101-210-000-801.002 for Attorney Litigation.

Prior Year Fund Balance 101-000-000-699.000 \$350.000.00 Revenues: Expenditure line item transfer: Attorney Litigation 101-210-000-801.002 \$100.000.00

Net Revenues \$450,000.00

Expenditures: Public Nuisance - Legal services 101-950-000-801.023 \$450,000.00

Net Expenditures \$450,000.00

206 - Fire Department

Total Increase

\$50,580.00

Increase the revenue and expenditure line item stated below for approved Grant to install vehicle exhaust systems to all three stations. The total bid on the project is \$63,225. The grant will provide 80% of the project which is \$50,580.00. The matching 20% of \$12,645 is currently budgeted in said expenditure.

Revenues: Federal Grants & Other Grants 206-000-000-529-000 \$50,580.00 Net Revenues \$50.580.00

Expenditures: General Fire/Rescue Equip 206-970-000-979 002 \$50.580.00

Net Expenditures \$50,580,00

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

Total Increase

\$125,000.00

Request to add a new revenue line item number 212-000-000-540.000 COUNTY GRANT for the reimbursement funds we will receive from Washtenaw County Parks for Phase I of the Connecting Communities bike path project. Increase the revenue and expenditure lines as stated below for the \$100,000 project. Also, increase the expenditure line item 212-212-000-801.000 Professional Services for the engineering fees associated with this project. The \$100,000 will be funded through the grant reimbursement process and the \$25,000 will be funded by an appropriation of prior year funds.

Prior Year Fund Balance 212-000-000-699.000 \$25,000.00 Revenues:

212-000-000-540.000 County Grant \$100,000,00

Net Revenues \$125,000,00

212-212-000-801.000 Expenditures: Professional Services \$25,000.00

Capital Outlay/Bike Paths 212-970-000-997.000 \$100,000.00 Net Expenditures \$125,000.00

CHARTER TOWNSHIP OF YPSILANTI

2012 BUDGET AMENDMENT #6

August 27, 2012

283 - Neighborhood	Stabilization	Program	Fund
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Total Increase

\$26,904.87

Increase the revenue and expenditure line items stated below for the amount of the Community Development Block Grant (CDBG) Program of \$26,904.87 completed in 2012.

Revenues: CDBG Grant - NSP Funding 283-000-000-532.000 \$26,904.87

Net Revenues \$26,904.87

Expenditures: NSP Demo 2079 Bradley 283-283-000-807.009 \$17,773.67 NSP Demo 1117 Holmes 283-283-000-807.011 \$9,131.20

NSP Demo 1117 Holmes 283-283-000-807.011 \$9,131.20

Net Expenditures \$26,904.87

584 - Golf Course Total Increase \$12,244.00

Increase the revenue and expenditure line items stated below for the anticipated insurance claim of \$12,244.00 for the emergency repair of the damaged pump house at the golf course.

Revenues: Misc Rev - Insurance Reimb 584-000-000-694.004 \$12,244.00

Net Revenues \$12,244.00

Expenditures: Equipment Maintenance 584-584-000-933.000 \$12,244.00

Net Expenditures \$12,244.00

Motion to Amend the 2012 Budget (#6):

Move to increase the General Fund budget by \$450,000 to \$8,087,424 and approve the department line item changes as outlined.

Move to increase the Fire Department Fund by \$50,580 to \$4,991,659 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Recreation, Road, & General Operations Fund (BSRII) by \$125,000 to \$2,882,123 and approve the department line item changes as outlined.

Move to increase the Neighborhood Stabilization Program Fund by \$26,095 to \$26,095 and approve the department line item changes as outlined.

Move to increase the Golf Course Fund by \$12,244 to \$735,091 and approve the department line item changes as outlined.

RESOLUTION NO. 2012-20

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION AUTHORIZING THE DIVISION OF A PLATTED LOT IN HURON HEARTHSIDES SUBDIVISION

WHEREAS, the owner of Lots 20 and 21 have made a request to change lot boundaries as previously approved and recorded; and

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

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

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

LEGAL DESCRIPTION PART OF LOT 20

The W 86.00 FT of Lot 20 and the N 1/2 of the 20.00 foot wide vacated alley, Huron Hearthsides Sub. being more particularly described as follows: Com at the NW 1/4 of Section 24; TH S 00-56-00 E 60.13 FT; TH N 85-14-49 E 43.10 FT to the NW corner of Lot 20 for a POB; TH N 85-14-49 E 86.19 FT; TH S 00-56-00 E 148.16 FT; TH S 89-02-22 W 86.00 FT along the center of a 20.00 foot wide vacated alley; TH N 00-56-00 W 142.46 FT to the Point of Beginning, containing 0.287 +/- AC T3S, R7E, Ypsilanti Township, subject to and together with easements and restrictions of record, if any.

LEGAL DESCRIPTION PART OF LOT 20 AND PART OF LOT 21 The W 4 FT of Lot 21 and Lot 20 except the W 86.00 feet thereof and the north 1/2 of the 20.00 foot wide vacated alley, Huron Hearthsides Sub. being more particularly described as follows: Com at the NW 1/4 of Section 24, TH S 00-56-00 E 60.13 FT; TH N 85-14-49 E 43.10 FT; TH N 85-14-49 E 86.19 FT for a POINT OF BEGINNING; TH N 85-14-49 E 63.13 FT; TH S 00-56-34 E 152.39 FT; TH S 89-02-22 W 63.13 FT along the center of a 20.00 foot wide vacated alley, TH N 00-56-00 W 148.16 FT to the Point of Beginning, containing 0.22 +/-AC T3S, R7E, Ypsilanti Township, subject to and together with easements and restrictions of record, if any.

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. 2012-20 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on August 27, 2012.

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

RESOLUTION NO. 2012-21

Adoption of Firework Ordinance limiting the use of fireworks to National Holidays and the day before and day after National Holidays

Whereas, on *January 1, 2012*, Public Act 256 of 2011, allowing the retail sale in Michigan of Consumer Fireworks, became effective; and

Whereas, consumer fireworks permitted under Act 256 are designed to be launched into the air and explode; and

Whereas, consumer fireworks permitted under Act 256 can cause loud noise when they explode; and

Whereas, Act 256 expressly strips local government of authority to regulate the ignition, discharge or use of consumer fireworks during National Holidays or the day before or after a National Holiday; and

Whereas, the Act expressly grants local government the authority to regulate the ignition, discharge or use of consumer fireworks during other days of the year; and

Whereas, the loud noise caused by ignition, discharge or use of consumer fireworks is disturbing to residents who live nearby; and

Whereas, Ordinance 2012-425 makes it unlawful for a person to ignite, discharge or use consumer fireworks on days which are not National Holidays, or the day before or the day after a national holiday.

Now Therefore, be it resolved, that Ordinance No. 2012-425 is hereby adopted by reference.

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. 2012-21 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 17, 2012.

Karen Lovejoy Roe, Clerk

ORDINANCE NO. 2012-425

An Ordinance to Amend Chapter 42 Of the Ypsilanti Charter Township Code of Ordinances

The Charter Township of Ypsilanti hereby **Ordains** that the Ypsilanti Township Code of Ordinances is hereby amended as follows:

 \pmb{ADD} the following new section to Chapter 42 entitled Offenses and Miscellaneous Provisions:

- (A) **Definitions**: as used in this section,
 - (I) Consumer Fireworks means fireworks devices that are designed to produce visible effects by combustion, that are required to comply with the construction, chemical composition, and labeling regulations promulgated by the United States consumer produce safety commission under 16 CFR parts 1500 and 1507, and that are listed in APA standard 87-1, 3.1.2, 3.1.3, or 3.5 Consumer fireworks does not include low-impact fireworks.
 - (II) Firework or fireworks means any composition or device, except for a starting pistol, a flare gun, or a flare, designated for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation. Fireworks consist of consumer fireworks, low-impact fireworks, articles pyrotechnic, display fireworks, and special effects.
 - (III) Low-impact fireworks means ground and handheld sparkling devises as that phrase is defined under APA standard 87-1, 3.1, 3.1.1.1 to 3.1.1.8, and 3.5.
 - (IV) Novelties means that term as defined under APA standard 87-1, 3.2, 3.2.1, 3.2.2, 3.2.3, 3.2.4, and 3.2.5 and all of the following:
 - (i) Toy plastic or paper caps for toy pistols in sheets, strips, rolls, or individual caps containing not more than .25 of a grain of explosive content per cap, in packages labeled to indicate the maximum explosive content per cup.
 - (ii) Toy pistols, toy cannons, toy canes, toy trick noisemakers, and toy guns in which toy caps as described in subparagraph (i) are used, that are constructed so that the hand cannot come in contact with the cap when in place for the explosion, and that are not designed to break apart or be separated so as to form a missile by the explosion.
 - (iii) Flitter sparklers in paper tubes not exceeding 1/8 inch in diameter.
- (B) Prohibition on Use of Consumer Fireworks.

A person shall not ignite, discharge or use consumer fireworks within the Township on any day of the year which is not a national holiday, the day before a national holiday, or the day after a national holiday. The national holidays for the purpose of this section are:

- New Year's Day, January 1
- Birthday of Martin Luther King Jr., the third Monday in January
- Washington's Birthday, the third Monday in February
- Memorial Day, the last Monday in May
- Independence Day, July 4
- Labor Day, the first Monday in September
- Columbus Day, the second Monday in October
- Veterans Day, November 11
- Thanksgiving Day, the fourth Thursday in November
- Christmas Day, December 25

(C) Violations, Fines and Penalties

Any person, firm, or corporation who violate the provisions of Section B shall be guilty of a misdemeanor, punishable by up to ninety (90) days in jail and/or a fine up to \$500.00.

Severability

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

Publication

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

Effective Date

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

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

Karen Tavepy Kol

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2012-425 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on August 27, 2012. The second reading is scheduled to be heard on September 17, 2012.

CHARTER TOWNSHIP OF YPSILANTI PROPOSED ORDINANCE NO. 2012 – 426

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

BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI,

that: Schedule A:

		CAPITAL CH	ARGE	OM&R		TOTAL	
Meter Size (inch)	Allowed Usage Cubic Feet	Contract Community	All Others	Contract Communities	All Others	Contract Community	All Others
(111011)		Community	ouncis		o unors	Community	o uno is
5/8-3/4	600	\$1.18	\$1.18	\$15.78	\$19.53	\$16.96	\$20.71
1	1000	\$1.99	\$1.99	\$26.38	\$33.25	\$28.37	\$35.24
1.5	2100	\$4.35	\$4.35	\$54.12	\$68.36	\$58.46	\$72.71
2	4000	\$7.90	\$7.90	\$104.40	\$131.40	\$112.30	\$139.30
3	9000	\$17.79	\$17.79	\$227.84	\$294.01	\$245.62	\$311.80
4	16200	\$32.02	\$32.02	\$434.62	\$529.89	\$466.64	\$561.92
6	36000	\$71.16	\$71.16	\$937.08	\$1179.27	\$1008.25	\$1250.43
8	66000	\$130.42	\$130.42	\$1710.28	\$2154.12	\$1840.70	\$2284.54
10	102000	\$198.59	\$198.59	\$2647.38	\$3333.39	\$2845.97	\$3531.98
12	150000	\$296.43	\$296.43	\$3896.83	\$4905.69	\$4193.26	\$5202.13

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

	CAPITAL CHARGE	OM&R	TOTAL
Contract Communities	\$0.199	\$1.708	\$1.907
All Others	\$0.199	\$1.800	\$1.999

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2012-426 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on August 27, 2012. The second reading is scheduled to be heard on September 17, 2012.

SERVICE	CONTR	ACT -	FFDFRAI	FIINDED
SERVICE		A(, -	FFIJFRAL	FUNITE

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AGREEMENT is made this	_ day of,	2012, by the COUNTY OF
WASHTENAW, a municipal corporation		
Building, 220 North Main Street, Ann	Arbor, Michigan 48107	("County") and the Charter
Township of Ypsilanti located at 7	200 S. Huron River D	rive, Ypsilanti, MI 48197
("Contractor").		

Federal / State Contract Number	CCPMI0057-11
Federal Program Title	HUD Community Challenge Planning Grant
CFDA Number	14.704
Federal Funding %	100%

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

ARTICLE I - SCOPE OF SERVICES

This Contract is a component to the Washtenaw County HUD Office of Sustainable Community Challenge Cooperative Agreement.

The Contractor will undertake Master Plan and Zoning Ordinance amendments, and amendments to or adoption of other development standards as determined necessary, to further and implement the 2010 Washtenaw Avenue Corridor Redevelopment Strategy. The 2010 implementation document was jointly and collaboratively adopted by all four communities along the corridor. Grant funding was specifically allocated to the Charter Township of Ypsilanti for the purpose of Master Plan and Zoning amendments that further implement the Washtenaw Avenue corridor goals.

The County is separately engaging Carlisle/Wortman Associates to provide management and coordination services between the amendments provided for by this Contract, and those concurrently proposed for Pittsfield Charter Township. The Contractor agrees to jointly and collaboratively develop a Work Plan with the County, Carlisle/Wortman Associates, and Pittsfield Charter Township to coordinate the amendments. The Work Plan will detail the proposed tasks, scope of work, and intended results of the process – specifically as it relates to the Relmagine Washtenaw goals. The Work Plan is not intended, nor will require, the Contractor to delay or expedite their planned implementation process, but rather work collaboratively towards sharing of information and coordination of development standards with Pittsfield Charter Township, with the goal to achieve reasonably consistent development patterns along the corridor, and, in particular, consistency with the corridor redevelopment strategy.

This work will include the selection and management of a planning consultant or other similar professional(s) to provide technical assistance to the project.

This work will be conducted consistent with the approved Work Plan provide in Exhibit A, which may be amended, and consistent with all applicable program guidelines, including:

- FY 2011 HUD Office of Sustainable Housing and Communities Community Challenge Planning Grant Notice of Funding Availability (FR-5500-N-33).
- HUD Office of Sustainable Housing and Communities Program Policy Guidance.
- OMB Circulars A-187, A-133 and A-102, which is incorporated into 24 CFR Part 85.
- Approved HUD Logic Model
- All other HUD Community Challenge Planning Grant Terms and Conditions.

- Some Terms and Condition excerpts are summarized here as they may be particularly applicable to this Contract:
 - HUD's Office of Sustainable Housing and Communities Substantial Involvement which includes, but is not limited to:
 - Review of potential amendment recommendations to the study/process design and/or workplan
 - Review and recommendations in response to semi-annual progress reports (e.g. amendments to the study/process and/or work plan based on preliminary results)
 - Review and provide recommendations on the final report/study, including final interpretation of results.
 - Review and approval of one stage of work before another can begin.
 - Monitoring to permit specified kinds of direction or redirection of the work because of interrelationships with other projects.
 - Implementing HUD requirements which limit recipient discretion.
 - HUD and Washtenaw County reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others use the copyright in any work developed under this contract.
 - These Federal Funds may not be used to pay or to provide reimbursement for payment of the salary of a consultant at a rate more than the equivalent General Schedule 15, Step 10 Base Pay Rate.
 - Interim and final reports may not be published for a period of sixty days after acceptance of the deliverables by HUD and shall include prescribed disclaimer and acknowledgement.
 - Social media releases must be coordinated with HUD.

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an amount not to exceed *Thirty-five thousand dollars* (\$35,000).

ARTICLE III - REPORTING OF CONTRACTOR

- <u>Section 1</u> The Contractor is to report to *the Director of the Office of Community and Economic Development or designee* and will cooperate and confer with him/her as necessary to insure satisfactory work progress.
- <u>Section 2</u> All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.
- <u>Section 3</u> All reports made in connection with these services are subject to review and final approval by the County Administrator.
- <u>Section 4</u> The County may review and inspect the Contractor's activities during the term of this contract.
- <u>Section 5</u> When applicable, the Contractor will submit a final, written report to the County Administrator.
- <u>Section 6</u> After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on August 1, 2012 and ends on December 31, 2013.

ARTICLE V - PERSONNEL

- <u>Section 1</u> The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.
- <u>Section 2</u> The Contractor will not hire any County employee for any of the required services without the County's written approval.
- <u>Section 3</u> The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.
- <u>Section 4</u> The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

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

- 1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
- 2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
- 3. Automobile Liability Insurance covering all owned, hired and nonowned 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 a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: Office of Community and Economic Development & CR#_______, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

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

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

<u>ARTICLE XI – DEBARMENT AND SUSPENSION</u>

By signing this Contract, Contractor assures the County that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;
- 2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2. and :
- 4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

ARTICLE XII – LOBBYING

By signing this contract, Contractor assures the County that it will comply with Section 1352, Title 31 of the U.S. Code (pertaining to not using federal monies to influence federal contracting and financial transactions). The Contractor assures the County that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, Disclosure of Lobbying Activities," in accordance with its instructions;
- 3. This language shall be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

ARTICLE XIII - DRUG-FREE WORKPLACE

Grantees Other Than Individuals

- A. As required by the Drug-Free Workplace Act of 1988, the Contractor assures the County that it will or will continue to provide a drug-free workplace by:
 - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing an on-going drug-free awareness program to inform employees about—

- 1) The dangers of drug abuse in the workplace;
- 2) The grantee's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - 1) Abide by the terms of the statement; and
 - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the County, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the County;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Grantees Who Are Individuals

As required by the Drug-Free Workplace Act of 1988:

- A. As a condition of the grant, the Contractor assures the County that it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, the Contractor agrees to report the conviction, in writing, within 10 calendar days of the conviction, to the County.

ARTICLE XIV - FEDERAL PROCUREMENT STANDARDS

The Contractor assures the County that it will follow federal procurement standards as described in the Code of Federal Regulations section 2 CFR Part 215.4 when procuring goods or services with federal funds to insure that procurement decisions are made ethically and with free and open competition among those providing the goods or services.

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a

bona fide occupational qualification reasonably necessary to the normal operation of the business).

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

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

ARTICLE XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$11.40 per hour with benefits or \$13.37 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2013 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVII - EQUAL ACCESS

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

ARTICLE XVIII - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XIX - ASSIGNS AND SUCCESSORS

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

ARTICLE XX - TERMINATION OF CONTRACT

<u>Section 1</u> - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XXI - PAYROLL TAXES

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

ARTICLE XXII- PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XXIII- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXIV - CHOICE OF LAW AND FORUM

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

ARTICLE XXV - EXTENT OF CONTRACT

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

ATTESTED TO:	WASHTENAW COUNTY
By: Lawrence Kestenbaum (DATE) County Clerk/Register	Verna J. McDaniel (DATE) County Administrator
APPROVED AS TO CONTENT:	CONTRACTOR
By:	Brenda Stumbo, Supervisor (DATE) Charter Township of Ypsilanti
APPROVED AS TO FORM:	Karen Lovejoy-Roe, Clerk (DATE) Charter Township of Ypsilanti
By: Curtis N. Hedger (DATE) Office of Corporation Counsel	Exhibit A: Approved Work Plan

Exhibit A

Approved Work Plan

2012 YPSILANTI TOWNSHIP SIXTH AGREEMENT (Primary and Collector Road Bond Program)

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

WHEREAS, the parties of the first part desire that certain improvements be made upon the primary and local roads in the Township of Ypsilanti, and

WHEREAS, proper authority is provided to the parties of the agreement under the provisions in Act 51 of Public Acts of 1951 as amended,

IT IS NOW THEREFORE AGREED, the parties of the second part will accomplish the improvements as specified herein, all in accordance with the standards of the parties of the second part.

1. William Ave and North I-94 Service Drive (McGregor to Wayne Countyline):

Work to include joint and slab repairs of the concrete pavement and the placement of a 3.5" bituminous overlay with shoulders and project restoration.

Estimated Project Cost:

\$ 68,000.00

It is further understood that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverages for liability for the contracted activities described above. The Road Commission will submit a certificate of insurance evidencing such coverages to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

It is further understood that Cadillac Asphalt will fund the necessary repairs to the concrete pavement, at an estimated cost of \$21,000, prior the HMA resurfacing at their expense. This additional repair work will be finalized in an agreement between Cadillac Asphalt and the Washtenaw County Road Commission.

AGREEMENT SUMMARY

2012 PRIMARY AND COLLECTOR ROAD BOND PROGRAM William Ave and N. I-94 Service Drive	\$ 68,000.00
Total Primary and Local Road Bond Program	\$ 68,000.00
ESTIMATED AMOUNT TO BE FUNDED BY YPSILANTI TOWNSHIP BOND PROGRAM UNDER THIS AGREEMENT DURING 2012:	\$ 68,000.00
FOR YPSILANTI TOWNSHIP:	
Brenda L. Stumbo, Supervisor	Witness
Karen Lovejoy Roe, Clerk	 Witness
FOR WASHTENAW COUNTY ROAD COMMISSION:	
Douglas E. Fuller, Chair	Witness
	Witness
Roy D. Townsend, Managing Director	

Charter Township of Ypsilanti Board of Trustees

RESOLUTION NO. 2012-22

MASTER PLAN ADOPTION AUTHORITY

WHEREAS, Michigan Public Act 33 of 2008, the Michigan Planning Enabling Act, requires a community to adopt a master plan and sets forth the procedures for such plan, and;

WHEREAS, Section 43(3) of Michigan Public Act 33 of 2008 states the legislative body may assert the right to approve or reject a plan prepared by the Planning Commission in the form of a resolution, and;

WHEREAS, the Ypsilanti Township Planning Commission is currently developing an update to the current Township Master Plan, and;

WHEREAS, the Ypsilanti Township Board of Trustees believes such a plan is an important tool in furthering the development and success of the Township, provides a sound basis for zoning and other regulations, and desires the opportunity to be involved in the planning process and development of the document.

NOW THEREFORE, BE IT RESOLVED, that the Ypsilanti Township Board of Trustees shall assert its authority to approve or reject the 2012 Ypsilanti Township Master Plan update for the Township once it is presented to them by the Planning Commission, in accordance with plan preparation and adoption procedures set forth in Michigan Public Act 33 of 2008, as amended.

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2012-22 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on August 27, 2012.

STANDARD AGREEMENT FOR MUNICIPAL STREET LIGHTING

DTE Internal Work Order/IO Number 34500707

This Standard Agreement For Municipal Street Lighting ("Agreement") is between The Detroit Edison Company ("Company") and Charter Township of Ypsilanti_ ("Customer"). Customer requests the Company to furnish, install, operate and maintain street lighting equipment in the municipality set forth on Exhibit A attached hereto at the specific location set forth on Exhibit A (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:

Description of Equipment 1.

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 A 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 and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. 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. <u>Design Responsibility for Street Light Installation</u>

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. New Subdivisions

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. <u>Waiver; Limitation of Liability</u>

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 Exhibit A 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. <u>Miscellaneous</u>

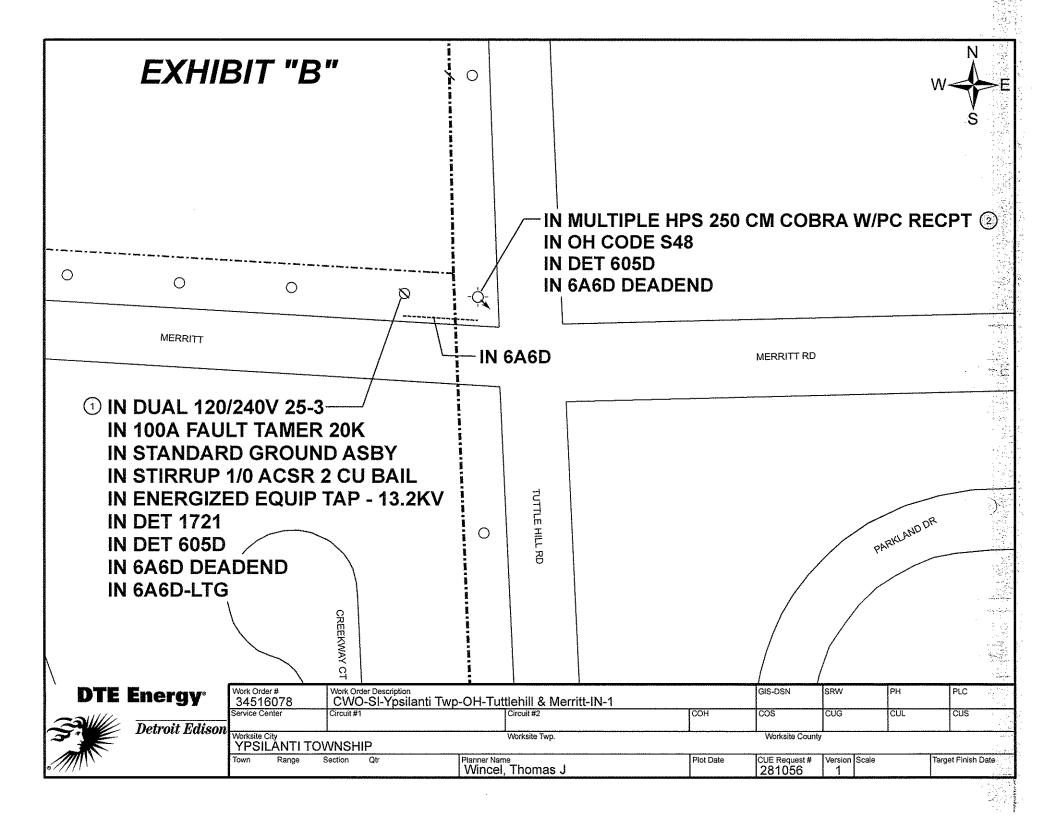
- (a) This Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings.
- (b) No party other than Company and Customer, and their respective successors and assigns, shall have any rights to enforce or rely upon this Agreement, 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:
lts	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	Intersection of Tuttle Hill and which is made part of this ag	d Merritt Road– as per Exhibit B attached WO # 34516078 greement.	
Description of Equipment to be installed		utt high pressure sodium lamp source mounted onto a wood g facilities in accordance with Exhibit B WO # 34516078 which int.	
Computation of Street Lighting Contribution In Aid of Construction CIAC Amount		Total Estimated Construction Cost, including labor, materials, and overhead \$ 3,619.20	
		Lamp Charges for 3 yrs \$ 733.16	
		Contribution (Cost minus 3 yrs revenue) \$ 2,886.04	
		Total Annual Lamp Charges \$ 244.39	
	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)	
	Box 2 blease select the appropriate ay Classification	☐ ☐Expressway ☐Major ☐Collector ☐Local	
	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 In 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 ential Subdivision?	YES ☐ (if checked please NO ☐ complete Box: 8)	
authorizes installati	Box 8 cked Yes, and customer on prior to 80% occupancy, signature required	(Customer acknowledgement that lighting is being installed prior to 80% occupancy)	
Customer /	Address for Notices		



STANDARD AGREEMENT FOR MUNICIPAL STREET LIGHTING

DTE Internal Work Order/IO Number 34500858

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. <u>Description of Equipment</u>

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 <u>Exhibit 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 and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. 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. <u>Design Responsibility for Street Light Installation</u>

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. New Subdivisions

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. <u>Subcontractors</u>

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

13. <u>Waiver; Limitation of Liability</u>

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 Exhibit A 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	Intersection of Sweet and C is made part of this agreeme	Clark Roads– as per Exhibit B attached WO # 34515860 which ent.	
Description of Equipment to be installed	code 46 arm on and existing	att High Pressure Sodium "Cobra Head" luminaire on with a wood pole as per street lighting facilities in accordance with hich is made part of this agreement.	
Computation of Street Lighting Contribution In Aid of Construction CIAC Amount		Total Estimated Construction Cost, including labor, materials, and overhead \$629.56	
		Lamp Charges for 3 yrs \$ 574.90	
		Contribution (Cost minus 3 yrs revenue) \$ 54.66	
		Total Annual Lamp Charges \$ 191.63	
	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)	
	Box 2 blease select the appropriate ay Classification	☐ ☐Expressway ☐Major ☐Collector ☐Local	
	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 or 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 ential Subdivision?	YES ☐ (if checked please NO ☐ complete Box: 8)	
authorizes installati	Box 8 cked Yes, and customer on prior to 80% occupancy, signature required	(Customer acknowledgement that lighting is being installed prior to 80% occupancy)	
Customer /	Address for Notices		

