

CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

JEAN HALL CURRIE

STAN ELDRIDGE

MIKE MARTIN

SCOTT MARTIN

April 9, 2012

Work Session – 6:00 p.m.

Regular Meeting – 7:00 p.m.

Ypsilanti Township Civic Center

7200 S. Huron River Drive

Ypsilanti, MI 48197

WORK SESSION AGENDA
CHARTER TOWNSHIP OF YPSILANTI
MONDAY, APRIL 9, 2012

6:00 P.M.

**CIVIC CENTER
BOARD ROOM
7200 S. HURON RIVER DRIVE**

1. FORD HERITAGE PARK PAVILION DISCUSSION - TRUSTEES
ELDRIDGE AND SCOTT MARTIN
2. REVIEW AGENDA
3. OTHER DISCUSSION

Work Session Agenda Item

1. Ford Heritage Park Pavilion Discussion – Trustees Stan Eldridge and Scott Martin

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD
MEETING AGENDA

OTHER DISCUSSION

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

**CHARTER TOWNSHIP OF YPSILANTI
REGULAR MEETING
MONDAY, APRIL 9, 2012**

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

AGENDA

TIME AND PLACE

7:00 P.M.

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

1. CALL TO ORDER
 2. PLEDGE OF ALLEGIANCE AND INVOCATION
 3. PUBLIC HEARING
 - A. 7:00 P.M. – SPECIAL ASSESSMENT STREETLIGHT DISTRICT FOR LAKEVIEW SUBDIVISION, RESOLUTION NO. 2012-13 (Public Hearing set at the March 12, 2012 Regular Meeting)
 4. PRESENTATION OF MICHIGAN MUNICIPAL LEAGUE DIVIDEND CHECK BY JUDY THOMSON-TOROSIAN
 5. PUBLIC COMMENTS
 - 1. SPEAK ON ITEMS NOT FORMALLY LISTED ON THE AGENDA**
 - 2. PROVIDE NAME AND ADDRESS**
 - 3. LIMIT COMMENTS TO THREE (3) MINUTES**
- THE PUBLIC HAS THE OPPORTUNITY TO SPEAK ON EACH AGENDA ITEM WHEN IT IS BEFORE THE BOARD FOR CONSIDERATION
6. CONSENT AGENDA
 - A. MINUTES OF THE MARCH 26, 2012 EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 7. SUPERVISOR REPORT
 8. CLERK REPORT
 9. TREASURER REPORT
 10. TRUSTEE REPORT
 11. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

OLD BUSINESS

1. 2ND READING ORDINANCE NO. 2011-420, AMENDING CHAPTER 42 OF THE CHARTER TOWNSHIP OF YPSILANTI CODE OF ORDINANCES – FISH BAIT CONTAINER (1ST READING HELD AT THE MARCH 12, 2012 REGULAR MEETING)
2. 2ND READING RESOLUTION NO. 2012-2, ORDINANCE NO. 2012-421 – AMENDING CODE OF ORDINANCES, CHARTER TOWNSHIP OF YPSILANTI, CHAPTER 30, ARTICLE II ENTITLED FIRE PREVENTION CODE BY ADOPTION OF THE 2009 EDITION OF THE INTERNATIONAL FIRE PREVENTION CODE (1ST READING HELD AT THE MARCH 12, 2012 REGULAR MEETING)
3. 2ND READING RESOLUTION NO. 2012-3, ORDINANCE NO. 2012-422 – AMENDING YPSILANTI TOWNSHIP CODE, CHAPTER 58 OF THE CHARTER TOWNSHIP OF YPSILANTI CODE OF ORDINANCES – SUPER DRUNK LAW (1ST READING HELD AT THE MARCH 12, 2012 REGULAR MEETING)

NEW BUSINESS

1. RESOLUTION NO. 2012-12 APPROVING REQUEST OF DAWN FARM TO CLOSE STONY CREEK ROAD TO TEXTILE ROAD, TO HITCHINGHAM TO MERRITT ROAD AND BACK TO STONY CREEK ROAD FOR THE "RIDE TO RECOVERY" FUND RAISER ON SUNDAY, APRIL 29 2012
2. REQUEST OF KAREN LOVEJOY ROE TO PURCHASE 1 YEAR, 10 MONTHS OF PREVIOUS SERVICE CREDITS THROUGH MICHIGAN EMPLOYEE RETIREMENT SYSTEM (MERS)
3. REQUEST TO APPROVE FINANCING TO PROVIDE WATER AND SEWER TO FORD HERITAGE PARK PAVILION IF FUNDRAISING EFFORT IS SUCCESSFUL IN 2012, NOT TO EXCEED \$5,000

OTHER BUSINESS

RESOLUTION NO. 2012-13

AUTHORIZING STREET LIGHTING FOR
LAKEVIEW SUBDIVISION, CONSISTING OF
157 PARCELS AND FOR CREATION OF A
SPECIAL ASSESSMENT DISTRICT

WHEREAS, on or about October 10, 2012, the Township Clerk received one petition from the record owners of persons having a vendee’s interest as shown by the records in the Washtenaw County Register of Deeds Office or as shown on the tax rolls of the Township, petitioning the Township Board for street lighting for Lakeview Subdivision, consisting of 157 parcels, in Ypsilanti Township and for the creation and establishment of a special assessment district for the purpose of defraying said cost of street lighting by special assessments against the property especially benefited; and

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

WHEREAS, on February 6, 2012, Tim Miller of Detroit Edison Community Lighting Group prepared and submitted proposed plans to install street lighting for Lakeview Subdivision, Ypsilanti Township, consisting of 157 parcels, which said plans included, *inter alia*, the installation of “**Cobra Head Luminaries on wood poles**” with the cost of said improvements being approximately:

Total Estimate Construction Cost:	\$36,071.13
Total Lamp Charge For Three (3) Years:	\$6,879.73
Contribution (Cost minus 3 years revenue):	\$29,191.37
Total Annual Lamp Charges:	\$2,293.24

WHEREAS, on February 13, 2012, the Township Clerk received notification from the Township Assessor that the cost of providing street lights for Lakeview Subdivision, consisting of 157 parcels, which said plans included, *inter alia*, the installation of “**Cobra Head Luminaries on wood poles**” will be **\$33.20** per parcel for a 10-year period; thereafter, said costs shall be **\$14.61** per parcel for street lighting, based on general benefit; and

WHEREAS, the Township Clerk has given notice to each record owner of or party in interest in property to be assessed, by first class mail, addressed to the record owner or party in interest at the address shown on the tax records, at least 10 (ten) days before the April 9, 2012 public hearing, setting forth the district affected in said petition, place and purpose of said public hearing to allow any interested person an opportunity to voice any objection which may be offered against creating said district; and

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

WHEREAS, on April 9, 2012, the Charter Township of Ypsilanti held a public hearing to hear any objections which may be offered against creating said special assessment district.

NOW THEREFORE, BE IT RESOLVED, that the Charter Township of Ypsilanti determines that the petition filed by the record owners of Lakeview Subdivision, consisting of 157 parcels, on October 10, 2011, is sufficient for all purposed set forth pursuant to Act 188 of the Public Acts of 1954, as amended.

BE IT FURTHER RESOLVED, that a special assessment district be created for the purpose of providing street lights for Lakeview Subdivision, consisting of 157 parcels.

BE IT FURTHER RESOLVED, that the Township Board accepts the plans and estimate of costs as presented by Detroit Edison for Lakeview Subdivision, consisting of 157 parcels, which said plans included, *inter alia*, the installation of **“Cobra Head Luminaries on wood poles”** will be **\$33.20** per parcel for a 10-year period; thereafter, said costs shall be **\$14.61** per parcel for street lighting, based on general benefit.

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

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

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

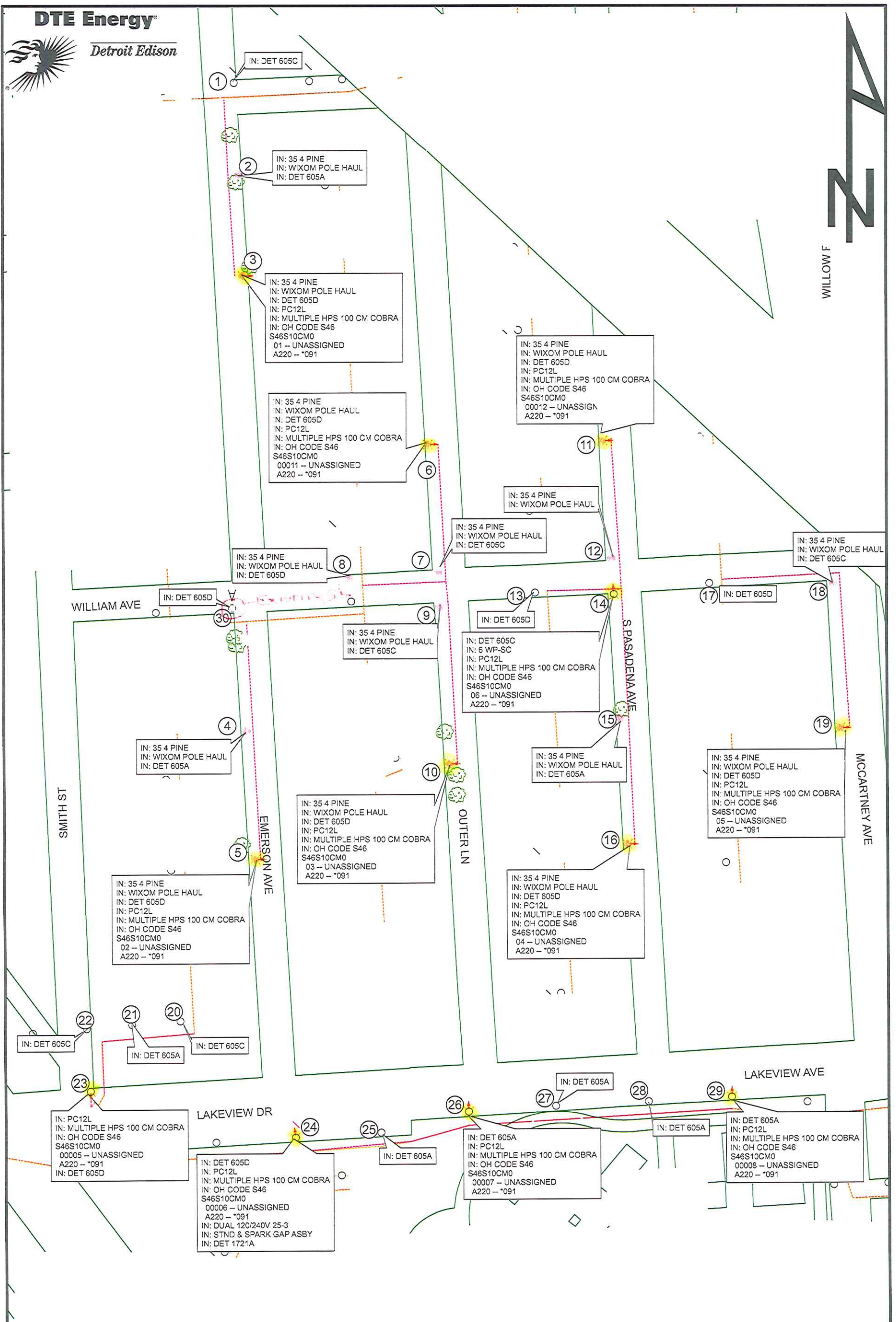
BE IT FURTHER RESOLVED, that the Township Board shall give notice of said hearing and filing of the assessment roll in the manner prescribed by statute.

DTE Energy®



Detroit Edison

WILLOW F



Work Order #	Work Order Description				GIS-DSN	SRW	PH	PLC
33727427	STREETLIGHTING PROPOSAL							
Service Center	Circuit #1	Circuit #2	COH	COS	CUG	CUL	CUS	
Worksite City	Worksite Twp.		Worksite County					
Ann Arbor								
Town	Range	Section	Qtr	Planner Name	Plot Date	CUE Request #	Version	Scale
				Lee, Linda K		256845	1	
							Target Finish Date	
							6/4/2012	

Supervisor
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MIKE MARTIN
SCOTT MARTIN



Assessor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 487-4927
Fax: (734) 484-5159
www.ytown.org

Date: February 13, 2012

To: Karen Lovejoy Roe,
Ypsilanti Township Clerk

From: Brian McCleery,
Assistant Assessor

Subject: Cost Allocations – Lakeview Streetlight District

The Lakeview Streetlight Special Assessment District is comprised of 157 parcels in which the costs of construction and operating costs are to be divided equally.

Installation Costs-

The installation costs for the 12 Streetlights total \$29,191.37. This total is divided among the 157 parcels and is spread over a 10 year period starting in 2012 and expiring in 2021. The annual cost per parcel for installation is \$18.59.

Annual Lamp Charges-

DTE has fixed the annual lamp charges for the first three years, per agreement to \$2,293.24. This cost is divided among the 157 parcels and equals \$14.61 per parcel. After the third year the cost will reflect the current rates set by DTE as well as the current electrical usage over the year.

Total Street Light Special Assessment-

During the first 10 years it is estimated that the annual cost for the street lights per parcel would be \$33.20. Once the installation costs are paid off in 10 years, the cost will reflect the updated Annual Lamp Charges. An Estimate of the annual cost per parcel based upon DTE's current costs would be \$14.61 per parcel.

Supervisor
BRENDA L. STUMBO
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SCOTT MARTIN



Clerk's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156
www.ytown.org

March 13, 2012

Re: Special Assessment Streetlight District for Lakeview Subdivision

Dear Lakeview Subdivision Property Owners:

Please be advised that the Charter Township of Ypsilanti Board of Trustees set a public hearing to consider the request for the creation of a special assessment streetlight district for Lakeview Subdivision.

Signatures on the petitions received from your neighborhood were verified and meet the 51% criteria necessary to create a district.

The public hearing will be held on Monday, April 9, 2012 at 7:00 p.m. in the Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

The Detroit Edison lamp layout for your subdivision is located on the back of this letter. The yellow dots indicate the approximate location of the proposed new streetlights. The cost for each parcel in the Lakeview Subdivision will be approximately \$33.20 for ten (10) years. This amount will be added to your 2013 winter tax bill. Once the installation costs are paid at the end of the ten (10) years, the annual amount will drop to approximately \$14.61.

You are welcome to attend the meeting or you may send written comments of approval or objection in advance of the public hearing to the address listed above or to my email at klovejoyroe@ytown.org.

If you have any questions or need additional information, please feel free to contact me.

Sincerely,

Karen Lovejoy Roe, Clerk

nkW

cc: File

STANDARD AGREEMENT FOR MUNICIPAL STREET LIGHTING

DTE Internal Work Order/IO Number 33727210

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:

1. Description of Equipment

Subject to and in accordance with the terms of this Agreement, the Company will undertake activities to install the street lighting equipment set forth on Exhibit 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 Exhibit A promptly upon execution of this Agreement. Failure to pay such amount at such time shall relieve Company of its obligations to perform the construction work required herein until such amount is paid.

5. Modifications

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

6. Maintenance and Replacement Equipment

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

7. Street Lighting Service Rate

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

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

8. Contract Term

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

9. Design Responsibility for Street Light Installation

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

10. 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. Waiver; Limitation of Liability

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

14. Notices

All notices required by the Agreement shall be in writing. Such notices shall be sent to Company at The Detroit Edison Company, Community Lighting Group, 2000 Second Ave., Room 440 SB, Detroit, MI 48226 and to Customer at the address set forth on 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

By _____

By _____

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	Lakeview Subdivision– as per Exhibit B attached WO # 33727427 dated 06-04-2012 which is made part of this agreement.		
Description of Equipment to be installed	Installation of 12 Overhead lights for Lakeview subdivision. We are recommending the installation of twelve [12] 100-watt high pressure sodium “cobra head style fixtures. These will be installed on 35 foot wood poles. A total of 15 new wood poles are needed to complete the project as well as a transformer for distribution. Exhibit B WO# 33727427 dated 06-04-2012 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 \$ 36,071.13 Lamp Charges for 3 yrs \$ 6,879.73 Contribution (Cost minus 3 yrs revenue) \$ 29,191.37 Total Annual Lamp Charges \$ 2,293.24	
Box 1 Is this a Company designed installation? (check “Yes” or “No”)		YES <input type="checkbox"/> (if checked please complete Box: 2 3 4) NO <input type="checkbox"/> (if checked please complete Box: 5 6)	
Box 2 If Box 1 is checked please select the appropriate Roadway Classification		<input type="checkbox"/> <input type="checkbox"/> Expressway <input type="checkbox"/> Major <input type="checkbox"/> Collector <input type="checkbox"/> Local	
Box 3 If Box 1 is checked please select the appropriate Pedestrian Conflict Classification		<input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low	
Box 4 If Box 1 is checked please select the appropriate Pavement Classification		<input type="checkbox"/> R1 <input type="checkbox"/> R2 & R3 <input type="checkbox"/> R4	
Box 5 Does the Customer lighting design requested meet IESNA recommended practices? (check “Yes” or “No”)		YES <input type="checkbox"/> NO <input type="checkbox"/> (if checked please complete Box: 6)	
Box 6 If the Customer lighting design does not meet IESNA recommended practices, the Customer must sign the block to the right.		_____ (Customer signature indicating acknowledgement the lighting design does not meet IESNA recommended practices)	
Box 7 New Residential Subdivision?		YES <input type="checkbox"/> (if checked please complete Box: 8) NO <input type="checkbox"/>	
Box 8 If Box 7 is checked Yes, and customer authorizes installation prior to 80% occupancy, Customer signature required		_____ (Customer acknowledgement that lighting is being installed prior to 80% occupancy)	
Customer Address for Notices			

DIVIDEND CHECK PRESENTATION

1. PRESENTATION OF MICHIGAN MUNICIPAL LEAGUE (MML) DIVIDEND CHECK BY JUDY TOMSON-TOROSIAN

PUBLIC COMMENTS

Executive Session Minutes

- A. The March 26, 2012, Executive Session Minutes will be distributed to Board Members prior to the meeting.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 26, 2012 WORK SESSION**

PROPOSED

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

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

Members Absent: Trustee Stan Eldridge

Legal Counsel: Dennis McLain and Wm. Douglas Winters

1. DISCUSS YPSILANTI TOWNSHIP V. GROVE PARK HOME IMPROVEMENT ASSOCIATION LAWSUIT (THIS ITEM WILL BE DISCUSSED IN EXECUTIVE SESSION)

Supervisor Stumbo called the meeting to order and stated a motion would be in order to go into Executive Session.

A motion was made by Trustee Hall Currie, supported by Trustee Scott Martin to go into Executive Session to discuss the Grove Park Home Improvement Association Lawsuit. The motion carried as follows:

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

The Board went into Executive Session at 6:01 p.m. and returned to the Work Session at 6:25 p.m.

2. REVIEW AGENDA

Supervisor Stumbo briefly reviewed each item on the agenda with further discussion on the following:

Clerk Report

Clerk Lovejoy Roe provided a brief overview of the road improvement bonds, YCUA bonds for water main improvements and the Voice and Data Communications.

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 26, 2012 WORK SESSION MINUTES
PAGE 2**

Public Hearing

- A. Resolution No. 2012-9, Authorizing MDNR LWCF Grant Application Submittal**
- B. Resolution No. 2010-10 – Authorizing MDNR LWCF Grant Matching Funds**

Evan Pratt, Spicer Group provided a brief explanation of the grant. Mr. Pratt suggested removing the basketball court repairs from the resolution since the bids came in lower than anticipated.

Lawrence Johnson, Park Commissioner said the Park Commission had prioritized the basketball court repairs and since the low bid would allow for additional repairs, the Park Commission would be in agreement to remove the basketball court repairs from the resolution.

Derrick Jackson, Township Resident stressed that any public court in poor condition should be repaired for safety reasons.

New Business

- 1. Resolution No. 2012-5, Creekside South Temporary Road Closure**

Supervisor Stumbo explained the closure of these roads would eliminate illegal dumping and other activities.

- 2. Resolution No. 2012-11 – Approving Contract and Authorizing Notice Pertaining to YCUA Bonds for Water Main Improvements**

Supervisor Stumbo stated there would be a presentation at the meeting. She said the bonds were needed for six areas in the Township to increase water main size from 4 inches to 6 inches for water pressure improvements and would cost approximately \$8,000,000. She said YCUA would begin with Ecorse Road on this project.

- 3. Request Of Mike Radzik, OCS Director to approve contract with TEG Environmental Services, Inc. to perform environmental assessment of Liberty Square complex located on Grove Road in the amount of \$25,000, budgeted in line item #101.950.000.801.023**

Supervisor Stumbo explained the contract to provide an environmental assessment of Liberty Square Complex on Grove Road and the amount should be not to exceed \$47,500. She stated this was the first step in moving toward the court ordered demolition of the complex.

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 26, 2012 WORK SESSION MINUTES
PAGE 3**

AUTHORIZATION & BIDS

1. Request of Jeff Allen, RSD Director to:
 - A. Award the bid for the basketball court repairs in West Willow and Appleridge Parks to the low bidder, Best Asphalt, Inc. in the amount of \$59,023.10, budgeted in line item #212.970.000.997.001
 - B. Approve the repair to Ford Lake Park basketball court due to low bid amount, not to exceed \$30,000 for repair and \$5,000 for engineering, budgeted in line item #212.970.000.997.001

Supervisor Stumbo provided a brief explanation of the awards for basketball court repairs.

2. Request of Travis McDugald, IS Manger to award bid for Voice and Data Communication Project as outlined and budgeted in memorandum dated March 16, 2012

Travis McDugald provided a list of changes that would be incorporated at a cost of \$285,000, which would result in \$315,000 savings over four years from the current system, which was 10 years old. Mr. McDugald said there were 10 proposals and a committee had interviewed 8 companies. The committee was unanimous in their selection of this company.

Discussion followed.

ADJOURNMENT

The meeting adjourned at approximately 6:48 p.m.

Respectfully submitted,

Karen Lovejoy Roe, Clerk

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 26, 2012 REGULAR MEETING**

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

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

Members Absent: Trustee Stan Eldridge

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARING

A. 7:00 PM - MICHIGAN DEPARTMENT OF NATURAL RESOURCES “LAND AND WATER CONSERVATION FUND” GRANT APPLICATION (Public Hearing set at the March 12, 2012 Regular Meeting)

The public hearing opened at approximately 7:02 p.m.

Evan Pratt, Spicer Group stated the public hearing was part of the application requirement to give the public the opportunity to voice their support or opposition to the grant. He further explained that later on the agenda there were two resolutions, one resolution would approve the grant submission and the other would approve the funding.

Sandy Andresen, Ypsilanti Township Park Commission said the conditions of the courts had been an issue for a long time and the courts definitely needed repair because it had unfortunately become a safety issue. She explained that at one time, there was a rotation plan for maintenance items but that was lost somewhere down the road. Ms. Andresen stated a lot of work needed to be done and she supported the grant application.

Javonna Neel, Township Resident stated she had tried to play on the court at Ford Lake Park but because of all the cracks, it was very difficult. She said she supported the grant.

Derrick Jackson, Township Resident said he supported the grant and he felt repairing any court with cracks was a necessity from a safety factor.

Arloa Kaiser, Township Resident said making the repairs was a great way to get people into the parks and she was in favor of the grant.

Monica Ross-Williams, Township Resident agreed the courts needed to be repaired and she was in support of the grant.

Mr. Pratt said he was aware that the Park Commission had prioritized the park repairs and asked that the list be provided for the record.

Lawrence Johnson, Ypsilanti Township Park Commission stated the Park Commission had prioritized the court repairs as West Willow, Ford Lake Park, Appleridge and the Community Center. He also voiced his support for the grant.

The public hearing closed at approximately 7:13.

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1. RESOLUTION NO. 2012-9, AUTHORIZING MDNR LWCF GRANT APPLICATION SUBMITTAL

A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to approve Resolution No. 2012-9, Authorizing MDNR LWCF Grant Application Submittal (see attached). The motion carried unanimously.

2. RESOLUTION NO. 2010-10 – AUTHORIZING MDNR LWCF GRANT MATCHING FUNDS

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve Resolution No. 2012-10, Authorizing MDNR LWCF Grant Matching Funds (see attached). The motion carried unanimously.

PUBLIC COMMENTS

Elaine Gibson, Township Resident made a complaint regarding a neighbor on Desoto that had three trucks parked at his house that never moved. She said the vehicles block her vision when backing out her driveway and asked if the Township could help. Ms. Gibson also made a complaint regarding rental inspection fees. She felt the cost was too much if the owner was charged every time the inspectors had to do a re-inspection.

Andrew Wells, Township Resident said he was concerned about several properties in West Willow that were not being maintained because the owner was incarcerated.

Monica Ross-Williams, Township Resident expressed her concern about the drastic drop in property values, especially in West Willow and asked if something could be done to increase the value of the homes.

Attorney Winters explained that Ypsilanti Township had aggressively gone after blighted homes in an effort to stabilize neighborhoods and property values. He stressed that one blighted home could ruin an entire neighborhood.

Supervisor Stumbo stated the Township Board had approached Washtenaw County about establishing a land bank but the County Commissioners were not interested. She further stated that Congressman Dingell was also contacted about acquiring help at the Federal level. Supervisor Stumbo said banks remain a large problem.

Clerk Lovejoy Roe said she was recently told by a realtor that Ypsilanti Township was a hotbed for buying a home but buyers could not close because it continued to be difficult to obtain financing.

Annie Kruse, Township Resident asked the Board investigate the DTE smart meters that were being installed in the area. She provided a list of health and safety risks.

Lawrence Johnson, Park Commissioner expressed his appreciation to the Board for their efforts regarding blighted properties. He further expressed his concern about the clear-cutting of trees by North Bay Park.

Attorney Winters responded that as soon as the Township was aware of the clear-cutting of the trees, a stop order was issued. The Office of Community Standards was currently working through the Woodlands Protection Ordinance.

Wilma Gold Jones, Township Resident and member of the Creekside Community Pool Committee stated there were only 206 homes included in the pool and the

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cost was high for each homeowner. She said the committee had approved allowing other neighboring subdivision to join in an effort to reduce costs.

Andrew Wells, Township Resident expressed his concern about problems with teenagers in West Willow and asked if the Township could help.

Monica Ross-Williams, Township Resident said that she had sent pictures to the Township of the graffiti in West Willow Park.

CONSENT AGENDA

- A. MINUTES OF THE MARCH 9, 2012 SPECIAL MEETING AND MARCH 12, 2012 WORK SESSION AND REGULAR MEETING**
- B. TREASURERS REPORT – FEBRUARY 2012**
- C. STATEMENTS AND CHECKS**

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

SUPERVISOR REPORT

Supervisor Stumbo provided a report of the meetings attended by the Township officials and staff.

3/13/12 Attended Holmes Rd. NHW

3/14/12 Participated in interviews for YCUA Human Resources Director

Attended ELG Executive Committee Meeting at SPARK East

3/15/12 Three full-time officials, Mike Radzik and Doug Winters met to discuss police issues at Spirits Lounge

Development meeting, three full-time officials, and township attorney met with EMU regent, Roy Wilbanks and Leigh Greden in regards to the trees that were removed on the shoreline without proper approval. They are in the process of stabilizing the land and hiring a professional to complete a master plan that will be incorporated into our master plan. The clear cutting has stopped and we are working on a remediation plan.

Karen Roe, Larry Doe and I met with Alan Weber of Ann Arbor SPARK

Met with Jeff Allen and Evan Pratt of Spicer Group

3/16/12 Larry Doe and I attended Ann Arbor Area Convention & Visitors Bureau Annual Meeting

Larry Doe and I met with Roy Townsend and Sheryl Siddall of the Washtenaw County Road Commission

Trustee Currie and I attended Brown Chapel gospel singing event

3/19/12 Attended weekly police meeting

Attended Lincoln NHW meeting

3/20/12 Mike Radzik and I attended a meeting at the Sheriff's Office regarding the Humane Society and county funding

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Three full-time officials, Mike Radzik, Ron Fulton met with a resident to discuss concerns regarding rental inspector

Participated in conference call with Paul Manwiller of Hope Community Church

3/21/12 Day off

Attended Wingate NHW meeting

Attended Cliffs on the Bay NHW meeting

3/22/12 Attended weekly development team meeting

Larry Doe and I were hosts at the Meals on Wheels Fundraiser were Trustee Mike Martin and Clerk Roe were waiters also attending were Trustee Scott Martin and Jean Hall Currie

3/23/12 Three full-time officials, YCUA officials, Mike Radzik, Ron Fulton, Joe Lawson and Doug Winters met with Billy Salamey, Mr. Elrod and his attorney regarding water and sewer installation without permit at his business on E. Michigan Avenue.

3/26/12 Met with Todd McWilliams of Adams Outdoor Advertising
Update from Deputy Holt regarding boom box enforcement, speed studies and speed enforcement as requested by residents at neighborhood watch. He has also brought resolution to resident concerns regarding homes with loud music, basketball hoops in road right of way and parking concerns.

Other Updates:

- Drive Thru Dog Clinic – Saturday, June 16, 2012 – 9:00 a.m. to 2:00 p.m.
- Ypsi PRIDE – May 19, 2012 from 9 a.m. to noon with lunch afterward in Loonfeather Park
- Michigan Ability Partners has been picking up trash along the road way from Bridge, Textile, Tuttlehill, Gault Village Service Drive, to name a few. We ordered “No Littering signs” from the road commission. We have had residents volunteer too.

CLERK REPORT

- The Clerk’s office is in need of election inspectors with and without computer experience for the August and November 2012 elections. You must be registered to vote if 18 or older. If between the ages of 16-17, you must be a student to be eligible to become an election inspector. Please go on line at www.ytown.org under the Clerk’s department to find an election inspector application. Please fill out and bring to Clerk’s office with social security card and driver license to apply. You can also pick up an application at the Clerk’s office.
- The Auditors finished their first stage of auditing work at the township on March 13, 2012. The audit is moving along and to date everything is going smoothly.

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- The Clerk along with the Treasurer and Supervisor continue to provide support to several negotiations that are underway with the Fire Department, AFSCME at the Court and AFSCME at the Township. All three units are negotiating currently. The Accounting Department is providing assistance also.
- The Washtenaw County Re-Imaging Washtenaw Avenue met again on March 14, 2012 to review and make plans for water run-off on Washtenaw Ave., bus transportation and grant funding from HUD along with Master Plan updates throughout the corridor.
- Karen Lovejoy Roe, Clerk made a presentation to the Ann Arbor/Ypsilanti Leadership group on Wednesday, March 14, 2012 regarding the state of Ypsilanti Township and other local government issues.
- On Thursday, March 15, 2012, the elected officials met with Alan Weber of Ann Arbor Spark to discuss the future of economic development in Ypsilanti Township including job retention and new business attraction. Mr. Weber is new to the staff of Ann Arbor Spark and brings a wealth of knowledge and interest in business development and economic development. His focus will be the eastern side of Washtenaw County.
- On Monday, March 19, 2012 staff and Supervisor Stumbo, Clerk Lovejoy Roe and Treasurer Doe met with YCUA staff and bond counsel and advisor regarding YCUA water and sewer capital improvement bond sale.
- Nominating petitions are available in the Clerk's office for candidates seeking to be on the ballot for the August Primary.
- The DAC-District Advisory Committee Meeting for the U-196 Board for County Wide Transit will be held at Ypsilanti Township in the boardroom at 5:30 P.M. on Tuesday, April 17, 2012. This meeting is to bring more detailed ideas and suggestions for the proposed countywide 5-year transit plan for the Southeastern District that is made up of Ypsilanti and Augusta Townships.

ATTORNEY REPORT

A. REQUEST FORMAL AUTHORIZATION TO INITIATE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE THE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1440 GATTEGNO AND AUTHORIZATION TO INITIATE LEGAL ACTION, IF NECESSARY IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE THE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 1200 REDLEAF LANE AND 689 CAYUGA

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to formally authorize legal action in Washtenaw County Circuit Court to abate the public nuisance for the property located at 1440 Gattegno and authorize legal action, if necessary in Washtenaw County Circuit Court to abate the public nuisance for properties located at 1200 Redleaf Land and 689 Cayuga.

Ron Fulton, Building Director, provided a PowerPoint presentation on the deplorable condition of the properties.

Wilma Gold-Jones, Township Resident, asked if the Township helped relocate displaced residents.

Mr. Fulton explained some of the adults at 689 Cayuga were detained in Washtenaw County Jail and Child Protection Services had been contacted

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regarding the children. He said the Township did their best to help with relocation.

Supervisor Stumbo added the Township was very sensitive to that issue and had worked with the Washtenaw County Treasurer's office in the past.

Angela Barbash, Township resident, said the house on Gattegno had been a huge problem for West Willow and she appreciated all that had been done.

The motion carried unanimously.

B. GENERAL LEGAL

Attorney Winters stated one of the biggest problems facing the Township was properties foreclosed by large banks who failed to maintain them, resulted in public nuisance cases. Attorney Winters stated one example was the deteriorating property at 7922 Lakecrest Drive owned by Chase Bank. He said another example was the property at 2147 Moeller, which Judge Shelton ordered the Bank of America to have torn down by the next hearing or appear in court with their highest-ranking officer in Michigan.

OLD BUSINESS

- 1. 2nd READING OF RESOLUTION NO. 2012-4, ORDINANCE NO. 2012-423 – AMENDING THE CHARTER TOWNSHIP OF YPSILANTI CODE OF ORDINANCES, CHAPTER 34, ARTICLE II ENTITLED FLOOD DAMAGE PREVENTION (1ST READING HELD AT THE MARCH 12, 2012 REGULAR MEETING)**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 2nd reading of Resolution No. 2012-4, Ordinance No. 2012-423 – Amending the Charter Township of Ypsilanti Code of Ordinances, Chapter 34, Article II entitled Flood Damage Prevention (see attached). The motion carried as follows:

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

NEW BUSINESS

- 1. BUDGET AMENDMENT #2**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #2 (see attached). The motion carried unanimously.

Clerk Lovejoy Roe explained the budget amendment was for the Voice and Data Communication project, which would save the Township approximately \$311,000 over four years.

- 2. RESOLUTION NO. 2012-5, CREEKSIDE SOUTH TEMPORARY ROAD CLOSURE**

Clerk Lovejoy Roe read the resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to approve Resolution No. 2012-5, Creekside South Temporary Road Closure and to a request the Washtenaw County Road Commission install guard rails to stop illegal dumping (see attached). The motion carried unanimously.

**3. RESOLUTION NO. 2012-8, FINANCING OF ROAD IMPROVEMENTS
THROUGH ISSUANCE OF MICHIGAN TRANSPORTATION FUND
NOTES BY THE WASHTENAW COUNTY ROAD COMMISSION**

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. 2012-8 Financing Of Road Improvements Through Issuance Of Michigan Transportation Fund Notes By The Washtenaw County Road Commission (see attached).

Roy Townsend, WCRC Managing Director stated the biannual evaluation Ypsilanti Township road found about 75% were in good condition. He said 30 miles of roads needed some type of surface treatment, resurfacing or reconstruction and he briefly explained what type of work they planned on doing to the subdivision roads. Mr. Townsend also provided a list of collector and primary roads, which included some federal funding for repairs. He said it was a two-year road improvement program in coordination with YCUA water main improvements. Mr. Townsend said the goal was to have 90 to 95% of the Township roads in good condition by doing preventative maintenance on those that were not included the program.

The motion carried unanimously.

**4. RESOLUTION NO. 2012-11 – APPROVING CONTRACT AND
AUTHORIZING NOTICE PERTAINING TO YCUA BONDS FOR WATER
MAIN IMPROVEMENTS**

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. 2012-11 – Approving Contract and Authorizing Notice Pertaining to YCUA Bonds for Water Main Improvements (see attached).

Tom Colis, Miller Canfield, explained timing between the road improvements and the water main replacements. He reassured the Board that there was a ceiling to the notice but only what was needed would be issued.

Scott Westover, YCUA Engineer reviewed the improvements identified around the I-94 and Emerick area. He said priority was given to areas that had past water main breaks problem, smaller water main size and Township road improvements. Mr. Westover said YCUA was trying to obtain low interest loans through the Drinking Water Revolving Funds, but he was not very optimistic.

The motion carried unanimously.

**5. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE
CONTRACT WITH TEG ENVIRONMENTAL SERVICES, INC. TO
PERFORM ENVIRONMENTAL ASSESSMENT OF LIBERTY SQUARE
COMPLEX LOCATED ON GROVE ROAD IN THE AMOUNT OF
\$47,500.00, BUDGETED IN LINE ITEM #101.950.000.801.023,
CONTINGENT UPON ATTORNEY APPROVAL**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve contract with TEG Environmental Services, Inc. to perform environmental assessment of Liberty Square Complex located on Grove Road in the amount of \$47,500.00, contingent upon attorney review and to authorize signing of the contract.

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Mike Radzik, OCS Director explained the Township was under court order to demolish Liberty Square and he listed the specific tasks that needed to be done to bring the Township into compliance.

Derek Gideons, TED Environmental Services, Inc., background information on his company and past work experience.

Supervisor Stumbo stated the Township looked forward to working with TED because of their experience and grant-writing capability. She further stated the work being done at Liberty Square was another example of trying to stabilize the neighborhoods.

The motion carried unanimously.

6. SET PUBLIC HEARING DATE OF MONDAY, APRIL 23, 2012 AT APPROXIMATELY 7:00 P.M. – REQUEST OF BLACKMORE COMPANY, INC. IN YPSILANTI TOWNSHIP, FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to set a public hearing date of Monday, April 23, 2012 at approximately 7:00 p.m. to hear the request of Blackmore Company, Inc. in Ypsilanti Township, for an Industrial Facilities Exemption Certificate. The motion carried unanimously.

7. SET PUBLIC HEARING DATE OF MONDAY, APRIL 23, 2012 AT APPROXIMATELY 7:15 P.M. – REQUEST OF SENSITILE SYSTEMS, LLC, LOCATED AT 1735 HOLMES ROAD IN YPSILANTI TOWNSHIP, FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE

A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to set a public hearing date of Monday, April 23, 2012 at approximately 7:15 p.m. to hear the request of Sensitile Systems, LLC, located at 1735 Holmes Road in Ypsilanti Township, for an Industrial Facilities Exemption Certificate. The motion carried unanimously.

AUTHORIZATIONS & BIDS

1. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO:

- A. AWARD THE BID FOR THE BASKETBALL COURT REPAIRS IN WEST WILLOW AND APPLERIDGE PARKS TO THE LOW BIDDER, BEST ASPHALT, INC. IN THE AMOUNT OF \$59,023.10, BUDGETED IN LINE ITEM #212.970.000.997.001**
- B. APPROVE THE REPAIR TO FORD LAKE PARK BASKETBALL COURT DUE TO THE LOW BID AMOUNT, NOT TO EXCEED \$30,000 FOR REPAIR AND \$5,000 FOR ENGINEERING BUDGETED IN LINE ITEM #212.970.000.997.001**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to award the bid for basketball court repairs in West Willow and Appleridge Parks to the low bidder, Best Asphalt, Inc. in the amount of \$59,023.10, budgeted in line item #212.970.000.997.001 and to approve the repairs to Ford Lake Park basketball court, not to exceed \$30,000 for repair and \$5,000 for engineering, budgeted in line item #212,970.000.997.001. The motion carried unanimously.

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- 2. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO AWARD 2012 VEGETATION & CLEANUP ABATEMENT CONTRACT TO HEPPNER LANDSCAPE SERVICES, BUDGETED IN LINE ITEM #893.893.000.806.003 AS A PASS-THROUGH COST AND TO AUTHORIZE SIGNING OF THE CONTRACT**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to award the bid for the 2012 Vegetation & Cleanup Abatement Contract for three (3) years to Heppner Landscape Services, budgeted in line item #893.893.000.806.003 as a pass-through cost and to authorize signing of the contract.

Mike Radzik, OCS Director gave a brief summary of the bids that were submitted and a background check had been completed. He stated that Heppner Landscape Services had indicated their willingness to extend their contract for three years with no price increase. He further stated the prices remained the same as the previous year.

Trustee Scott Martin said he liked the idea of a three-year contract and felt it would save money.

The motion carried unanimously.

- 3. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO AWARD BID FOR VOICE AND DATA COMMUNICATION PROJECT AS OUTLINED AND BUDGETED IN MEMORANDUM DATED MARCH 16, 2012**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to award the bid for the Voice and Data Communication project as outlined in memorandum date March 16, 2012. The motion carried unanimously.

Travis McDugald, IS Manager gave a brief update regarding the cost paid for communication in 2011 and the projected four year cost with this new project.

ADJOURNMENT

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

The meeting adjourned at approximately 9:23 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2012-9

Authorizing MDNR LWCF
Grant Application Submittal

WHEREAS, The purpose of the Charter Township of Ypsilanti Parks and Recreation Master Plan is to ensure that a wide array of recreational opportunities, both passive and active, will be available to people with and without disabilities in the most integrated setting, and for people of all age groups, interests and abilities of the community, while protecting and conserving the integrity of our natural and historic resources, and

WHEREAS, tennis courts are an important recreational component in the Charter Township of Ypsilanti park system, and

WHEREAS, the existing court conditions at the Ford Lake Park may become dangerous in the near future due to heaving and are not universally accessible, and

WHEREAS, the Michigan Department of Natural Resources Land And Water Conservation Fund is accepting application for grant funds of projects of this type, and

WHEREAS, an advertised public meeting was held on March 26, 2012 at 7:00pm, to take input on the project, and

WHEREAS, at the public meeting, people expressed support and enthusiasm for the project,

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Charter Township of Ypsilanti Board of Trustees Township Board authorizes the Township to submit an application for project funding from the Michigan Department of Natural Resources Land and Water Conservation Fund and authorizes the signing of the application and any necessary attachments by Township staff on March 26, 2012.

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. 2012-9 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 26, 2012.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2012-10

Authorizing MDNR LWCF Grant Matching Funds

WHEREAS, The purpose of the Charter Township of Ypsilanti Parks and Recreation Master Plan is to ensure that a wide array of recreational opportunities, both passive and active, will be available to people with and without disabilities in the most integrated setting, and for people of all age groups, interests and abilities of the community, while protecting and conserving the integrity of our natural and historic resources, and

WHEREAS, tennis courts are an important recreational component in the Charter Township of Ypsilanti park system, and

WHEREAS, the existing court conditions at the Ford Lake Park may become dangerous in the near future due to heaving and are not universally accessible, and

WHEREAS, the Michigan Department of Natural Resources Land And Water Conservation Fund is accepting application for grant funds of projects of this type, and

WHEREAS, an advertised public meeting was held on March 26, 2012 at 7:00pm, to take input on the project, and

WHEREAS, at the public meeting, people expressed support and enthusiasm for the project, and

WHEREAS, the total cost of the project is estimated to be \$200,000, and

WHEREAS, a provision of the Michigan Department of Natural Resources Land and Water Conservation Fund grant application requires the Charter Township of Ypsilanti, by resolution to commit by resolution its support of the project, including match amounts and sources, and

WHEREAS, the Charter Township of Ypsilanti commits itself to \$100,000 for the Ford Lake Park Tennis and Basketball Court Resurfacing, thereby requiring \$100,000 from a Land and Water Conservation Fund grant,

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Charter Township of Ypsilanti Board of Trustees Township Board supports the application of Michigan Department of Natural Resources Land and Water Conservation Fund grant and approves this expenditure for match funding not to exceed \$100,000 on March 26, 2012.

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. 2012-10 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 26, 2012.

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION NO. 2012-4

MICHIGAN COMMUNITY RESOLUTION TO MANAGE FLOODPLAIN DEVELOPMENT FOR THE NATIONAL FLOOD INSURANCE PROGRAM

WHEREAS, the community of Ypsilanti Township in Washtenaw County currently participates in the Federal Emergency Management Agency's (FEMAs) National Flood Insurance Program (NFIP) by complying with the program's applicable statutory and regulatory requirements for the purposes of significantly reducing flood hazards to persons, reducing property damage, and reducing public expenditures, and providing for the availability of flood insurance and federal funds or loans within its community, and

WHEREAS, the NFIP requires that floodplain management regulations must be present and enforced in participating communities, and utilize the following definitions which also apply for the purposes of this resolution:

1. Flood or Flooding means:
 - a. A general and temporary condition of partial or complete inundation of normally dry land areas from: 1) the overflow of inland or tidal waters, 2) the unusual and rapid accumulation or runoff of surface waters from any source, 3) mudflows, and
 - b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding, as defined in paragraph (a)(1) of this definition.
2. Flood Hazard Boundary Map (FHBM) means an official map of a community, as may have been issued by the FEMA, where the boundaries of the flood, mudslide (i.e., mudflow) related erosion areas having special hazards have been designated as Zone A, M, and/or E.
3. Floodplain means any land area susceptible to being inundated by water from any source (see definition of flooding).

4. Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

5. Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance), and other applications of police power that provide standards for the purpose of flood damage prevention and reduction.

6. Structure means a walled and roofed building that is principally above ground, gas or liquid storage facility, as well as a mobile home or manufactured unit.

WHEREAS, the Stille-Derossett-Hale Single State Construction Code Act”, Act No. 230 of the Public Acts of 1972, as amended (construction code act), along with its authorization of the state construction code composed of the Michigan Residential Code and the Michigan Building Code [and its Appendices (specifically Appendix G)] contains floodplain development and management regulations that comply with the FEMA NFIP minimum floodplain management criteria for flood prone areas, as detailed in Title 44 of the Code of Federal Regulations (44 CFR), Section 60.3, and

WHEREAS, by the action dates of this document or an existing historical ordinance adoption action dated May 15, 2001, the community affirms/accepted the responsibility to administer, apply, and enforce the provisions of the construction code act and the state construction code, specifically the Michigan Residential Code and the Michigan Building Code, to all construction within its community boundaries, and

NOW THEREFORE, to maintain eligibility and continued participation in the NFIP,

1. The community directs its construction code act designated enforcing agency, the Building Director for Ypsilanti Township, to administer, apply, and enforce the floodplain management regulations as

contained in the state construction code (including Appendix G) and to be consistent with those regulations by:

- a. Obtaining, reviewing, and reasonably utilizing flood elevation data available from federal, state, or other sources pending receipt of data from the FEMA to identify the flood hazard area and areas with potential flooding.
- b. Ensuring that all permits necessary for development in floodplain areas have been issued, including a floodplain permit, approval, or letter of no authority from the Michigan Department of Environmental Quality under the floodplain regulatory provisions of Part 31, "Water Resources Protection," of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.
- c. Reviewing all permit applications to determine whether the proposed building sites will be reasonably safe from flooding. Where it is determined that a proposed building will be located in a flood hazard area or special flood hazard area, the construction code act enforcing agent shall implement the following applicable codes according to their terms:
 1. Floodplain management regulation portions and referenced codes and standards of the current Michigan Residential Code.
 2. Floodplain management regulation portions and referenced codes and standards of the current Michigan Building Code.
 3. Appendix G of the current Michigan Building Code.
- d. Reviewing all proposed subdivisions to determine whether such proposals are reasonably safe from flooding and to ensure compliance with all applicable floodplain management regulations.
- e. Assisting in the delineation of flood hazard areas; providing information concerning uses and occupancy of the floodplain or flood-related erosion areas, maintaining floodproofing and lowest floor construction records, cooperating with other officials, agencies, and persons for floodplain management.
- f. Advising FEMA of any changes in community boundaries, including appropriate maps.

- g. Maintaining records of new structures and substantially improved structures concerning any certificates of floodproofing, lowest floor elevation, basements, floodproofing, and elevations to which structures have been floodproofed.
2. The community assures the Federal Insurance Administrator (Administrator) that it intends to review, on an ongoing basis, all amended and revised FHBMs and Flood Insurance Rate Maps (FIRMs) and related supporting data and revisions thereof and revisions of 44 CFR, Part 60, Criteria for Land Management and Use, and to make such revisions in its floodplain management regulations as may be necessary to continue to participate in the program.
3. The community further assures the Administrator that it will adopt the current effective FEMA Flood Insurance Study (FIS), FHBMs, and/or the FIRMs by reference within its Floodplain Management Map Adoption Ordinance or similarly binding ordinance documentation.

NOW THEREFORE, be it resolved that Ordinance 2012-423 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. 2012-4 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 26, 2012



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

ORDINANCE NO. 2012-423

*An Ordinance Amending the Code of Ordinances,
Charter Township of Ypsilanti, Chapter 34, Article II
Entitled Flood Damage Prevention*

An ordinance to amend Chapter 34, Article II entitled Flood Damage Prevention and to affirm an enforcing agency to discharge the responsibility of the Charter Township of Ypsilanti located in Washtenaw County, and to designate regulated flood hazard areas under the provisions of the State Construction Code Act, Act No. 230 of the Public Acts of 1972, as amended.

The Charter Township of Ypsilanti ordains:

Section 1. AGENCY DESIGNATED. Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, the Building Director of the Charter Township of Ypsilanti is hereby designated as the enforcing agency to discharge the responsibility of the Charter Township of Ypsilanti under Act 230, of the Public Acts of 1972, as amended, State of Michigan. The Charter Township of Ypsilanti assumes responsibility for the administration and enforcement of said Act through out the corporate limits of the community adopting this ordinance.

Section 2. CODE APPENDIX ENFORCED. Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, Appendix G of the Michigan Building Code shall be enforced by the enforcing agency within the Charter Township of Ypsilanti.

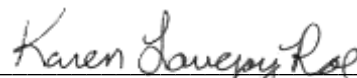
Section 3. DESIGNATION OF REGULATED FLOOD PRONE HAZARD AREAS. The Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) Entitled "Washtenaw County, Michigan (All Jurisdictions)" and dated April 3, 2012 and the Flood Insurance Rate Map(s) (FIRMS) panel number(s) of 26161C; 0268E, 0269E, 0288E, 0406E, 0407E, 0410E, 0420E, 0426E, 0430E, 0435E, 0440E, and 0445E and dated April 3, 2012 are adopted by reference for the purposes of administration of the Michigan Construction Code, and declared to be a part of Section 1612.3 of the Michigan Building Code, and to provide the content of the "Flood Hazards" section of Table R301.2(1) of the Michigan Residential Code.

Section 4. Section 34-34(a) of Chapter 34, Article II entitled Flood Damage Prevention is hereby repealed.

Section 5. REPEALS. All ordinances inconsistent with the provisions of this ordinance are hereby repealed.

Section 6. PUBLICATION. This ordinance shall be effective after legal publication and in accordance with the provisions of the Act governing same.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2012-423 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on March 26, 2012 after first being introduced at a Regular Meeting held on March 12, 2012. The motion to approve was made by member Roe and seconded by member Doe. Yes: Currie, Mike Martin, Scott Martin, Stumbo, Roe, Doe. NO: None. ABSTAIN: None. ABSENT: Eldridge



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Published: March 29, 2012

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2012-5

RESOLUTION REGARDING A TEMPORARY ROAD CLOSURE

Resolution authorizing the temporary road closure of Creekway Drive at Tuttle Hill Road; Lakeway Street at Merritt Road and Natalie Drive South of Natalie Court until further notice.

WHEREAS, the Charter Township of Ypsilanti has approved the temporary closure of Creekway Drive at Tuttle Hill Road; Lakeway Street at Merritt Road and Natalie Drive South of Natalie Court as indicated; and

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

NOW THEREFORE, BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees designates and agrees that Greg Windingland of Lombardo Homes be the authorized official designated in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

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. 2012-5 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 26, 2012.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Charter Township of Ypsilanti
County of Washtenaw, State of Michigan

RESOLUTION NO. 2012-8
REQUESTING BOARD OF COUNTY ROAD COMMISSIONERS TO ISSUE NOTES

Minutes of a regular meeting of the Board of Trustees of the Charter Township of Ypsilanti, County of Washtenaw, Michigan, held in the Township offices on March 26, 2012, at 7:00 p.m., Eastern Standard Time.

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

ABSENT: Members: Stan Eldridge

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

WHEREAS, the Charter Township of Ypsilanti (the "Township"), a township located in the County of Washtenaw, Michigan (the "County") wishes to have the Board of County Road Commissioners of the County (the "Road Commission") acquire and construct road improvements on County roads within the Township (the "Project") as more specifically described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Road Commission is authorized and empowered to finance the Project by the issuance and sale of its Michigan Transportation Fund Notes (the "Notes") pursuant to Act 143, Public Acts of Michigan, 1943, as amended ("Act 143") in anticipation of and for the payment of which shall be pledged future revenues derived from state collected taxes returned to the County for County road purposes pursuant to law; and

WHEREAS, the estimated cost of the Project, including costs of issuance of the Notes, is not to exceed \$6,000,000; and

WHEREAS, pursuant to Section 20 of Act 51, Public Acts of Michigan, 1951, as amended, the Township is authorized and empowered to reimburse the Road Commission for the costs of acquisition and construction of the Project, including the costs of issuance of the Notes; and

WHEREAS, a Contract between the Township and the Road Commission (the "Contract") for the acquisition, construction and financing of the Project has been prepared; and

WHEREAS, the Contract provides for the issuance of Notes by the Road Commission in an aggregate principal amount of not to exceed Six Million Dollars (\$6,000,000) for the purpose of paying all or part of the cost of the Project; and

WHEREAS, pursuant to the Contract, the Township agrees to reimburse the Road Commission for the costs of the Project, including the payment of debt service on the Notes and costs of issuance of the Notes.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Approval of Contract. The Contract is hereby approved in substantially the form attached hereto as Exhibit B, and the Supervisor and Township Clerk are hereby authorized to execute and deliver the Contract to the Road Commission, with such changes as may be necessary or convenient to finalize the Contract, provided such changes are not detrimental to the Township.

2. Authorized Actions. The Supervisor, Treasurer and the Township Clerk are each authorized and directed to take any actions necessary or advisable, and to make such other filings, applications or request for waivers with the Michigan Department of Treasury or with other parties, to enable the sale and delivery of the Notes by the Board as contemplated herein.

3. Approval of Note Counsel. The Township hereby approves the representation of the Road Commission by Miller, Canfield, Paddock and Stone, P.L.C. (“Miller Canfield”) as note counsel for the Notes, notwithstanding Miller Canfield’s periodic representation of the Township in unrelated matters.

4. Repealer. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

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

NAYS: Members: Stan Eldridge

RESOLUTION DECLARED ADOPTED.

Karen Lovejoy Roe
Clerk

I hereby certify that the attached is a true and complete copy of a resolution adopted by the Board of Trustees of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on March 26, 2012, and that public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, Act No. 267, Public Acts of Michigan, 1976, and that minutes of the meeting were kept and will be or have been made available as required by said Open Meetings Act.

Karen Lovejoy Roe
Clerk

Exhibit A

Description of the Project

The project shall consist of the acquisition, construction, furnishing and equipping of road improvements to certain county roads within the Charter Township of Ypsilanti, consisting generally of paving, repaving, reconstructing, resurfacing and improving local and major streets and highways, including intersection improvements, traffic control devices, curbs, gutters and drainage improvements, together with all interests in land, appurtenances and attachments thereto.

FINANCING CONTRACT FOR COUNTY ROAD IMPROVEMENTS

BETWEEN THE WASHTENAW COUNTY ROAD COMMISSION AND THE CHARTER TOWNSHIP OF YPSILANTI

This Contract is made and entered into as of this ____ day of _____, 2012, by and between the Board of Road Commissioners, County of Washtenaw, Michigan (the "Road Commission") and the Board of Trustees of the Charter Township of Ypsilanti, County of Washtenaw, Michigan (the "Township").

WHEREAS, the Township and the Road Commission desire to acquire and construct road improvements within the Township (the "Project") as described on Exhibit A which is attached hereto and made a part hereof; and

WHEREAS, the Road Commission is authorized and empowered to finance the Project by the issuance and sale of its Michigan Transportation Fund Notes pursuant to Act 143, Public Acts of Michigan, 1943, as amended ("Act 143"), and the Road Commission has proposed financing of the Project by issuing Notes to be repaid over a period of not to exceed 10 years (the "Notes"); and

WHEREAS, pursuant to Section 20 of Act 51, Public Acts of Michigan, 1951, as amended, the Township is authorized and empowered to reimburse the Road Commission for the costs of acquisition and construction of the Project, including payment of debt service on the Notes and costs of issuance of the Notes; and

WHEREAS, it is the intention of the Township to induce the Road Commission to rely upon this Contract in proceeding with the Project with the understanding that the Township will reimburse the Road Commission for the costs of the Project and issuance of the Notes.

NOW THEREFORE, in consideration of the premises and covenants made herein, the parties hereto agree and contract as follows:

1. Issuance of Notes. The Road Commission shall use its best efforts to issue the Notes, subject to approval by the Board of Commissioners of the County of Washtenaw, for the purpose of financing the Project. The Notes may be issued, in one or more series, in the aggregate principal amount of not to exceed Six Million Dollars (\$6,000,000), except as authorized pursuant to Section 4 of this Contract. Each series of Notes shall mature in not to exceed then (10) annual principal installments. The Notes shall be issued in an amount sufficient to pay the costs for all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the Project, the acquisition of all materials, machinery and necessary equipment, and engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the Project and the financing thereof.

2. Payment of Debt Service and Costs; Reliance; No Set-Off. The Township agrees that it shall make annual principal payments to the Road Commission thirty (30) days before the

due date of any series of Notes issued by the Road Commission pursuant to this Contract. The Township shall also make semi-annual payments of interest to the Road Commission thirty (30) days before each interest payment date on any series of Notes issued by the Road Commission pursuant to this Contract. The Township recognizes that interest will accrue on each series of Notes at such rate or rates as determined upon a public or negotiated sale thereof by the Road Commission, but in any event not to exceed the maximum rate authorized by law. The Road Commission shall provide the Township with a principal and interest payment schedule promptly upon the issuance of any series of Notes. In addition, the Township agrees to pay, within 30 days of invoice by the Road Commission, any costs of issuance of the Notes not paid with Note proceeds, and any annual transfer agent, paying agent, or bond registrar fees. If any principal installment, interest, or cost is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date. It is understood and agreed that the Notes of the Road Commission will be issued in anticipation of the Township's contractual obligation hereunder. In the event there is a dispute between the parties as to whether the Road Commission has performed its obligations in a satisfactory manner, the Township agrees that it will continue to make the payments required hereunder and shall not withhold such payments or claim a set-off pending a resolution of the dispute by a court of competent jurisdiction.

3. Construction of Project. If the Road Commission is able to obtain favorable financing terms for the Project within the parameters described in Section 1 above, the Road Commission shall acquire and construct the Project for and on behalf of the Township.

4. Adjustment of Financing; Reducing Project Scope. For the purpose of acquiring and constructing the Project, the Road Commission will cause bids to be taken prior to the time that the Notes are issued for the purpose of financing costs thereof. The Road Commission shall in no event enter into any final contract or contracts for the acquisition and construction of the Project if such contract price or prices will cause the cost of the Project to exceed the amount authorized in this contract, unless the Township, by resolution of its Township Board, (a) approves said increased cost, and (b) agrees to pay said increased amount, either in cash or by specifically authorizing the maximum principal amount of bonds to be issued, as provided in Section 1 of this contract, to be increased to an amount which will provide sufficient funds to meet said increased cost. The parties may also mutually agree to reduce the scope of the Project so that the total costs of the Project can be paid from Note proceeds

5. Township Pledge to Pay Obligations. The obligation of the Township to pay principal, interest and costs under this Contract is a general obligation of the Township. The Township agrees to include in its budget and to appropriate and pay each year, until this Contract is paid in full, such sum as may be necessary each year to make all payments hereunder, when due.

6. Tax Covenant. The Township shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on each issue of the Notes from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended, including, but not limited to, actions relating to any required rebate of

arbitrage earnings and the expenditures and investment of Note proceeds and moneys deemed to be Note proceeds.

7. Counterparts; Facsimiles. This Contract may be signed in any number of counterparts, which counterparts shall be considered as one and the same instrument. Facsimile copies of this Contract shall have the full force and effect of an original document.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

CHARTER TOWNSHIP OF YPSILANTI
County of Washtenaw

By: _____
Its Supervisor

By: _____
Its Clerk

WASHTENAW COUNTY ROAD COMMISSION

By: _____
Its Chairperson

By: _____
Its Secretary

RESOLUTION NO. 2012-11
APPROVING CONTRACT AND AUTHORIZING NOTICE

Charter Township of Ypsilanti
County of Washtenaw, State of Michigan

Minutes of a regular meeting of the Township Board (the "Governing Body") of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the "Local Unit"), held on the 26th day of March, 2012, at 7:00 p.m., Eastern Daylight Time.

PRESENT: Members: _____

ABSENT: Members: _____

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

WHEREAS, it is necessary to acquire and construct certain water supply system improvements, consisting of the acquisition, construction and installation of various water main and related improvements in the Local Unit, together with all necessary appurtenances and attachments thereto, to serve the Local Unit (the "Improvements"); and

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

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

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. Approval of Contract; Effectiveness. The Contract is hereby approved and the Supervisor and the Clerk of the Local Unit are hereby authorized and directed to execute and deliver the Contract for and on behalf of the Local Unit; provided, however, that Contract shall not become effective until the expiration of forty-five (45) days after the publication of the attached notice as a display advertisement of at least ¼ page in size in the ***Ypsilanti Courier***, a newspaper of general circulation within the Local Unit, which manner of publication is deemed by the Governing Body to be the most effective manner of informing the taxpayers and electors of the Local Unit of the details of the proposed Contract and the rights of referendum thereunder.

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

3. Reimbursement Declarations. The Township makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) As of the date hereof, the Township reasonably expects to reimburse itself for the expenditures described in (b) below with proceeds of debt to be incurred by the Township.
- (b) The expenditures described in this paragraph (b) are for the costs of acquiring and constructing the Improvements which were or will be paid subsequent to sixty (60) days prior to the date hereof.
- (c) The maximum principal amount of debt expected to be issued for the Improvements, including issuance costs, shall not exceed \$8,000,000.

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

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on March 26, 2012, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Township Clerk

NOTICE OF INTENT TO EXECUTE
TAX-SUPPORTED CONTRACT AND OF RIGHT TO
PETITION FOR REFERENDUM THEREON

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

PLEASE TAKE NOTICE, the Charter Township of Ypsilanti (the "Local Unit") has approved by resolution the execution of a contract (the "Contract") with the Ypsilanti Community Utilities Authority (the "Authority") pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which Contract provides, among other things, that the Authority will acquire, construct and install various water main and related improvements in the Local Unit, together with all necessary appurtenances and attachments thereto to service the Local Unit and will issue its bonds, in one or more series, in the aggregate principal amount not to exceed \$8,000,000 to finance the cost of such improvements for the Local Unit AND THE LOCAL UNIT WILL PAY TO THE AUTHORITY PURSUANT TO THE CONTRACT THE SUMS NECESSARY TO RETIRE THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

LOCAL UNIT'S CONTRACT OBLIGATIONS

It is presently contemplated that said bonds will be issued in one or more series in the aggregate principal amount of not to exceed \$8,000,000, will mature serially over a period of not to exceed twenty-five (25) years from the date of issuance of each series, and will bear interest at the rate or rates to be determined at the time of sale but in no event to exceed the maximum rate of interest per annum permitted by law on the balance of the bonds from time to time remaining unpaid. The Contract includes the Local Unit's pledge of its limited tax full faith and credit for the prompt and timely payment of the Local Unit's obligations as expressed in the Contract. THE LOCAL UNIT WILL BE REQUIRED TO LEVY AD VALOREM TAXES WITHIN APPLICABLE CONSTITUTIONAL AND STATUTORY TAX LIMITATIONS ON ALL TAXABLE PROPERTY WITHIN THE LOCAL UNIT TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE. IT IS THE PRESENT INTENT OF THE LOCAL UNIT TO USE THE REVENUES FROM THE TOWNSHIP DIVISION OF THE AUTHORITY'S SYSTEM TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS.

RIGHT OF REFERENDUM

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

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

Karen Lovejoy Roe
Clerk, Charter Township of Ypsilanti

19,954,341.1\099369-00032

CONTRACT

THIS CONTRACT, dated as of March 27, 2012, by and between the YPSILANTI COMMUNITY UTILITIES AUTHORITY, a municipal authority and public body corporate of the State of Michigan (hereinafter referred to as the "Authority"), and the CHARTER TOWNSHIP OF YPSILANTI (hereinafter referred to as the "Local Unit") located in the County of Washtenaw, Michigan,

WITNESSETH:

WHEREAS, the Authority has been incorporated under the provisions of Act No. 233, Public Acts of Michigan, 1955, as amended (hereinafter referred to as "Act 233"), for the purposes set forth in Act 233 and the Local Unit being a constituent member of the Authority; and

WHEREAS, it is immediately necessary and imperative for the public health and welfare of the present and future residents of the Local Unit that certain water supply system improvements in the Local Unit, together with all necessary appurtenances and attachments thereto be acquired and constructed to service the Local Unit; and

WHEREAS, plans and an estimate of cost of said improvements have been prepared by the Authority's consulting engineers (the "Consulting Engineers"), which said estimate of cost totals not to exceed \$8,000,000; and

WHEREAS, the Local Unit is desirous of having the Authority arrange for the acquisition of said improvements, in order to furnish the residents of the Local Unit with improved water supply system services and facilities; and

WHEREAS, the parties hereto have determined that said improvements are essential to the general health, safety and welfare of the Local Unit; and

WHEREAS, the Authority and the Local Unit are each agreeable to the execution of this Contract by and between themselves, the Contract to provide, among other things, for the financing of the cost of said improvements; and

WHEREAS, the Local Unit has approved and authorize the execution of this Contract by resolution of its governing body; and

WHEREAS, this Contract will become effective for the Local Unit upon expiration of a period of forty-five days following publication by the Local Unit of its notice of intention without filing of a petition for referendum on the question of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of the Local Unit.

NOW, THEREFORE, in consideration of the premises and the covenants made herein, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1. Approval of Improvements. The Authority and the Local Unit again approve the establishment of water supply system improvements in the Local Unit under the provisions of Act 233,

together with all necessary appurtenances, attachments and rights in land adequate and sufficient to furnish such service to the area of the Local Unit, as set forth in the plans prepared by the Consulting Engineers.

SECTION 2. Designation of System. The system referred to in Section 1 above is hereby designated as YPSILANTI COMMUNITY UTILITIES AUTHORITY WATER SUPPLY SYSTEM NO. 8 (Charter Township of Ypsilanti) (hereinafter sometimes referred to in this Contract as the "System").

SECTION 3. Local Unit Consents of Public Rights of Way. The Local Unit hereby consents to the use by the Authority and any parties contracting with the Authority of the public streets, alleys, lands and rights-of-way in such Local Unit for the purpose of constructing, operating and maintaining the System and any improvements, enlargements and extensions thereto.

SECTION 4. Local Unit Consent to Service. The System is designed to serve areas in the Local Unit as described in the plans prepared by the Consulting Engineers and is immediately necessary to protect and preserve the public health; and the Local Unit does, by these presents, consent to the furnishing of such service through the System pursuant to Section 8 hereof, to the individual users in the Local Unit.

SECTION 5. Approval of Plans and Cost Estimate. The Authority and the Local Unit hereby approve and confirm the plans for the System prepared by the Consulting Engineers and the total estimated cost thereof of not to exceed the sum of \$8,000,000 and the Local Unit's share thereof of not to exceed \$8,000,000. Said cost estimate includes all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the System, the acquisition of all materials, machinery and necessary equipment, and all engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the System and the financing thereof.

SECTION 6. Contracts for System Improvements. The Authority will take bids for the acquisition and construction of the System and the Authority shall in no event agree to any contract price or prices as will cause the actual cost thereof to exceed the estimated cost as approved in Section 5 of this Contract unless the Local Unit, by resolution of its legislative body, (a) approves said increased total cost and the Local Unit's share thereof, and (b) agrees to pay such prorated excess over the estimated cost, either in cash or by specifically authorizing the maximum principal amount of bonds to be issued, as provided in Sections 10 and 16 of this Contract, to be increased to an amount which will provide sufficient funds to meet said increased cost, and approves a similar increase in the installment obligations of the Local Unit, if any, pledged under the terms of this Contract to the payment of such bonds.

SECTION 7. Acquisition and Construction of System by Authority; Local Unit Payment. The System shall be acquired and constructed by the Authority substantially in accordance with the plans and specifications therefor approved by this Contract. All matters relating to engineering plans and specifications, together with the making and letting of final construction contracts, the approval of work and materials thereunder, and construction supervision, shall be in the control of the Authority. All acquisition of sites and rights-of-way shall be done by the Authority. The Local Unit's share of the costs of such acquisition shall be paid from bond proceeds and, in addition any costs incurred by the Local Unit in connection with the acquisition or construction of the System, including engineering

expenses, shall be promptly reimbursed to the Local Unit by the Authority from the proceeds of Authority Bonds.

SECTION 8. System Operation by Authority; Local Unit Benefit. The System shall be retained, maintained and operated by the Authority. The parties hereto agree that the System shall be acquired, constructed, operated, administered and maintained for the sole use and benefit of the Local Unit and its users.

SECTION 9. Issuance of Bonds by Authority. To provide for the construction and financing of the System in accordance with the provisions of Act 233, the Authority shall take the following steps:

(a) Immediately after execution hereof, the Authority will promptly take steps to adopt a resolution providing for the issuance of its bonds, in one or more series, in the aggregate principal amount of not to exceed \$8,000,000 (except as otherwise authorized pursuant to Section 16 of this Contract) to finance the cost of the System. Said bonds shall mature serially, as authorized by law, and shall be secured by the contractual obligations of the Local Unit in this Contract. After due adoption of the resolution, the Authority will take all necessary legal procedures and steps necessary to effectuate the sale and delivery of said bonds to an underwriter or other qualified purchaser.

(b) The Authority shall take all steps necessary to take bids for and enter into and execute final acquisition and construction contracts for the acquisition and construction of the System as specified and approved hereinbefore in this Contract, in accordance with the plans and specifications therefor based on the plans as approved by this Contract. Said contracts shall specify a completion date agreeable to the Local Unit and the Authority.

(c) The Authority will require and procure from the contractor or contractors undertaking the actual construction and acquisition of the System necessary and proper bonds to guarantee the performance of the contract or contracts and such labor and material bonds as may be required by law.

(d) The Authority, upon receipt of the proceeds of sale of the bonds, will comply with all provisions and requirements provided for in the resolution authorizing the issuance of the bonds and this Contract relative to the disposition and use of the proceeds of sale of the bonds.

(e) The Authority may temporarily invest any bond proceeds or other funds held by it for the benefit of the Local Unit as permitted by law and investment income shall accrue to and follow the fund producing such income. The Authority shall not, however, invest, reinvest or accumulate any moneys deemed to be proceeds of the bonds pursuant to §148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder (the "Code"), in such a manner as to cause the bonds to be "arbitrage bonds" within the meaning of Code § 103(b)(2) and §148.

SECTION 10. Local Unit Payments. That cost of the System shall be charged to and paid by the Local Unit to the Authority in the manner and at the times herein set forth.

The cost of the System to be financed with the issuance of bonds of the Authority (\$8,000,000) shall be paid by the Local Unit to the Authority.

Except as otherwise provided in the resolution authorizing the Bonds or the sale thereof (the "Bond Resolution"), the terms of which Bond Resolution are incorporated herein by this reference and will, to the extent in conflict with the provisions of this Contract so amend this Contract, the Bonds in the aggregate principal amount of not to exceed \$8,000,000 will be issued in one or more series with principal maturities or be subject to mandatory sinking fund redemption at such times as contained in the Bond Resolution, with the exact principal maturity schedule to be contained in the Bond Resolution.

The Local Unit irrevocably covenants and agrees to pay to the Authority, commencing the first principal payment date and annually thereafter so long as any of the Bonds are outstanding, cash payments in an amount corresponding to the principal amount of Bonds maturing or coming due by mandatory sinking fund redemption on the corresponding principal payment dates; provided, however, that if the maturity schedule for the Bonds is amended by the Bond Resolution, the due dates for cash payment shall thereby be amended accordingly.

The Local Unit acknowledges also that the Bonds will be issued at an interest rate to be determined at the sale thereof and that so long as Bonds remain outstanding, such interest will accrue on the outstanding principal balance semiannually. Therefore, the Local Unit further irrevocably covenants and agrees to pay to the Authority, commencing on the first interest payment date and semiannually thereafter so long as Bonds are outstanding, such additional sums as shall be necessary to pay interest due on the Bonds prior to the next succeeding payment date.

It is understood and agreed by the parties hereto that the Local Unit's minimum obligation hereunder shall be the payment of such amounts as shall equal debt service requirements on the Bonds falling due prior to the next payment date. However, the Local Unit shall retain the unrestricted right and privilege to prepay at any time whatever amounts it may choose in order to retire fully or partially the Bonds and any interest then due thereon or in order to provide for such retirement at a specified future date. The total aggregate obligation of the Local Unit hereunder shall at any given point in time be equal to the sum of the payments yet to be paid to retire principal of the Bonds, plus interest accrued thereon since the last payment at the rate borne by the Bonds. The Local Unit warrants and represents that the amount of its obligations under this Contract, when taken together with other indebtedness of the Local Unit, will not cause its obligations under this Contract to exceed any constitutional, statutory or charter debt limitation applicable to the Local Unit.

From time to time as other costs and expenses accrue to the Authority from handling of the payments made by the Local Unit, or from other actions taken in connection with the System, the Authority shall notify the Local Unit of the amount of such fees and other costs and expenses, and the Local Unit shall, within thirty (30) days from such notification, remit to the Authority sufficient funds to meet such fees and other costs and expenses.

Should cash payment be required from the Local Unit in addition to the amounts specified in the preceding paragraph to meet additional costs of constructing the System, the Local Unit shall, upon written request by the Authority, furnish to the Authority written evidence of their agreement and ability to make such additional cash payments, and the Authority may elect not to proceed with the acquisition or financing of the System until such written evidence, satisfactory to the Authority, has been received by it. The Local Unit shall pay to the Authority such additional cash payments within thirty (30) days after written request for such payment has been delivered by the Authority to such Local Unit.

The Authority shall, within thirty (30) days after the delivery of the bonds of the Authority

hereinbefore referred to, furnish the Local Unit with a complete schedule of installments of principal and interest thereon, and the Authority shall also (a) at least sixty (60) days prior to January 1 of each year, commencing in 2012, advise the Local Unit, in writing, of the exact amount of principal and interest installments due on the Authority bonds in the next succeeding year.

If any principal installment or interest installment is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

SECTION 11. Local Unit Limited Tax Full Faith and Credit Pledge. The Local Unit, pursuant to the authorization contained in Act 233, hereby irrevocably pledges its limited tax full faith and credit for the prompt and timely payment of its obligations pledged for bond payments as expressed in this Contract, and shall each year, commencing with the fiscal year commencing January 1, 2012, set aside sufficient general fund moneys to make the payments, and, if necessary, levy an ad valorem tax on all the taxable property in the Local Unit, subject to applicable constitutional and statutory tax rate limitations, in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Contract becoming due before the time of the following year's tax collections. Nothing herein contained shall be construed to prevent the Local Unit from using any, or any combination of, means and methods provided in Section 7 of Act 233, as now or hereafter amended, including revenues derived from user charges or special assessments, for the purpose of providing funds to meet its obligations under this Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

SECTION 12. Advance Payment by Local Unit. The Local Unit may pay in advance any of the payments required to be made by this Contract, in which event the Authority shall credit the Local Unit with such advance payment on future due payments to the extent of such advance payment.

SECTION 13. Additional Payments by Local Unit. The Local Unit may pay additional moneys over and above any of the payments specified in this Contract, with the written request that such additional funds be used to prepay installments, in which event the Authority shall be obligated to apply and use said moneys for such purpose to the fullest extent possible. Such moneys shall not then be credited as advance payments under the provisions of Section 12 of this Contract.

SECTION 14. Payment Default by Local Unit; Withholding of State Payments. In the event the Local Unit shall fail for any reason to pay to the Authority at the times specified the amounts required to be paid by the provisions of this Contract, the Authority shall immediately give notice of such default and the amount thereof, in writing, to the Treasurer of such Local Unit, the Treasurer of the County of Washtenaw, the Treasurer of the State of Michigan, and such other officials charged with disbursement to the Local Unit of funds returned by the State and now or hereafter under Act 233 available for pledge, as provided in this paragraph and in Section 12a of Act 233, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to such Local Unit of the aforesaid funds, is, by these presents, specifically authorized by the Local Unit, to the extent permitted by law, to withhold from the aforesaid funds the maximum amount necessary to cure said deficit and to pay said sums so withheld to the Authority, to apply on the obligations of the Local Unit as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the Local Unit within the meaning of the Michigan Constitution and

statutes, the purpose of this provision being voluntarily to pledge and authorize the use of said funds owing to the Local Unit to meet any past-due obligations of such Local Unit due under the provisions of this Contract. In addition to the foregoing, the Authority shall have all other rights and remedies provided by law to enforce the obligations of the Local Unit to make its payments in the manner and at the times required by this Contract, including the right of the Authority to direct the Local Unit to make a tax levy to reimburse the Authority for any funds advanced.

SECTION 15. Local Unit Payment Obligation. It is specifically recognized by the Local Unit that the debt service payments required to be made by it pursuant to the terms of Section 10 of this Contract are to be pledged for and used to pay the principal installments of and interest on with respect to the bonds to be issued by the Authority as provided by this Contract and authorized by law, and the Local Unit covenants and agrees that it will make all required payments to the Authority promptly and at the times herein specified without regard to whether the System is actually completed or placed in operation.

SECTION 16. Additional Bonds. If the proceeds of the sale of the bonds to be issued by the Authority are for any reason insufficient to complete the Local Unit's share of the cost of the System, the Authority shall automatically be authorized to issue additional bonds in an aggregate principal amount sufficient to pay the Local Unit's share of completing the System and to increase the annual payments required to be made by the Local Unit in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the bonds herein authorized plus the additional bonds to be issued. It is expressly agreed between the parties hereto that the Authority shall issue bonds pursuant to this Contract and the Local Unit shall be committed to retire such amount of bonds as may be necessary to pay the Local Unit's share of the costs of the System whether or not in excess of those presently estimated herein. Any such additional bonds shall comply with the requirements of Act 233 and any increase in the annual payments shall be made in the manner and at the times specified in this Contract. In lieu of such additional bonds, the Local Unit may pay over to the Authority, in cash, sufficient moneys to complete the Local Unit's share of the System.

SECTION 17. Surplus Bond Proceeds. After completion of the System and payment of all costs thereof, any surplus remaining from the proceeds of sale of bonds shall be used by the Authority for either of the following purposes, at the sole option of and upon request made by resolution of the Local Unit, to wit: (a) for additional improvements to the System or for other projects of the Authority undertaken on behalf of the Local Unit; subject to approval of the Authority; or (b) credited by the Authority toward the next payments due the Authority by the Local Unit hereunder.

SECTION 18. Voidability. The obligations and undertakings of each of the parties to this Contract shall be conditioned on the successful issuance and sale of the bonds pursuant to Act 233, and if for any reason whatsoever said bonds are not issued and sold within two (2) years from the date of this Contract, this Contract, except for payment of preliminary expenses and ownership of engineering data, shall be considered void and of no force and effect.

SECTION 19. Bondholders' Rights. The Authority and the Local Unit each recognize that the owners from time to time of the bonds issued by the Authority under the provisions of Act 233 to finance the cost of the System will have contractual rights in this Contract, and it is, therefore, covenanted and agreed by the Authority and the Local Unit that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration or

revision which would in any manner materially affect either the security of the bonds or the prompt payment of principal or interest thereon. The Local Unit and the Authority each further covenant and agree that each will comply with its respective duties and obligations under the terms of this Contract promptly at the times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this Contract insofar as they pertain to the security of any such bonds shall be deemed to be for the benefit of the owners of said bonds.

SECTION 20. Contract Term. This Contract shall remain in full force and effect from the effective date hereof (as provided in Section 23) until the bonds issued by the Authority are paid in full, but in any event not to exceed a period of thirty (30) years. At such time within said 30-year term as all of said bonds are paid, this Contract shall be terminated. In any event, the obligation of the Local Unit to make payments required by this Contract shall be terminated at such time as all of said bonds are paid in full, together with any deficiency or penalty thereon.

SECTION 21. Indemnification. The parties hereto hereby expressly agree that the Authority shall not be liable for and the Local Unit shall pay, indemnify and save the Authority harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages and losses of every conceivable kind whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the ownership, acquisition, construction, operation, maintenance and repair of the System, this Contract, or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the Authority be held harmless by the Local Unit from liability for such claims, actions, demands, expenses, damages and losses, however caused or however arising, including, but not limited to, to the extent not prohibited by law, such claims, actions, demands, expenses, damages and losses even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the Authority or by negligence for which the Authority may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the Local Unit will also pay, indemnify and save the Authority harmless from and against all costs, reasonable attorneys' fees and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands, or any of them, in the event it is determined that there is any liability on the part of the Authority. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the Authority on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the Authority has not paid the same, the Local Unit shall be obligated to pay to the Authority, upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the Authority by reason of any such claims or demands, whether said claims or demands are groundless or not, the Local Unit shall, upon written notice and demand from the Authority, but will not, without written consent of the Authority, settle any such action in the proceeding. Notwithstanding the foregoing, nothing contained in this Section shall be construed to indemnify or release the Authority against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the Authority's employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the System, this Contract or the issuance, sale or delivery of the bonds herein described.

SECTION 22. Successors and Assigns. This Contract shall inure to the benefit of and be

binding upon the respective parties hereto, their successors and assigns.

SECTION 23. Effectiveness of Contract. This Contract shall become effective upon (i) approval by the legislative body of the Local Unit, (ii) approval by the Board of the Authority, (iii) expiration of the forty-five day period following publication by the Local Unit of its notice of intention without filing of a petition for referendum on the question of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of the Local Unit, and (iv) due execution by the Supervisor and Township Clerk of the Local Unit and by the Chair and Secretary of the Authority.

SECTION 24. Downward Adjustment of Bond Amount. In the event construction bids are received by the Authority pursuant to Section 9 hereof and such bids are below the Consulting Engineers' estimates thus necessitating a smaller amount of Bonds for the Local Unit's share to be issued than \$8,000,000, the Director of the Authority and the Treasurer of the Local Unit are each authorized on behalf of the Authority and the Local Unit, respectively, to agree to a revised principal amount of the Bonds and a revised maturity schedule and to approve the same as an addendum to this Contract. If a lower amount of Bonds is required and if such lower amount and revised maturity schedule is agreed to and approved by the Director of the Authority and the Treasurer, respectively, this Contract shall be construed as referring to the reduced principal amount of said Bonds and the revised maturity schedule therefor.

SECTION 25. Counterparts. This Contract may be executed in several counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

In the presence of:

YPSILANTI COMMUNITY UTILITIES
AUTHORITY

By: _____
Chair

By: _____
Secretary

In the presence of:

CHARTER TOWNSHIP OF
YPSILANTI

By: _____
Supervisor

By: _____
Township Clerk

Check Register Report

Date: 04/02/2012

Time: 3:04 pm

Page: 1

Charter Township of Ypsilanti

BANK: HAND CHECKS

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
HAND CHECKS Checks							
157304	03/19/2012	Printed		6821	AT & T	ACCT. #734 434-2020 090 1	39.42
157305	03/19/2012	Printed		6821	AT & T	ACCT. #734 482-2386 398 5	84.56
157306	03/19/2012	Printed		6821	AT & T	ACCT. #734 482-5720 807 3	167.33
157307	03/19/2012	Printed		6821	AT & T	ACCT. #734 482-6733 544 5	39.42
157308	03/19/2012	Printed		6821	AT & T	ACCT. #734 R01-6553 984 9	241.49
157309	03/19/2012	Printed		6821	AT & T	ACCT. #734 R21-0061 299 8	6,206.24
157310	03/19/2012	Printed		6821	AT & T	ACCT. #734 R21-1069 765 8	864.93
157311	03/19/2012	Printed		0363	COMCAST CABLE	ACCT. #09588 302000-01-0	74.31
157312	03/19/2012	Printed		0363	COMCAST CABLE	ACCT. #09588 352887-01-2	81.95
157313	03/19/2012	Printed		0363	COMCAST CABLE	ACCT. #09588 290692-01-0	201.95
157314	03/19/2012	Printed		0426	GUARDIAN ALARM	BILLING: 7200 S. HURON RIVER	305.19
157315	03/19/2012	Printed		8063	TELEGRATION	ACCT. #8119-0000	59.21
157316	03/19/2012	Printed		1475	VERIZON WIRELESS	ACCT. #687012970-00001	28.60
157317	03/19/2012	Printed		0480	YPSILANTI COMMUNITY	ACCT. #4-074-535400-01	587.43
157318	03/21/2012	Printed		5049	BLUE CROSS BLUE SHIELD OF MI	HEALTH INSURANCE - APRIL 2012	27,795.20
157319	03/21/2012	Printed		5049	BLUE CROSS BLUE SHIELD OF MI	HEALTH INSURANCE - APRIL 2012	56,326.32
157320	03/21/2012	Printed		5049	BLUE CROSS BLUE SHIELD OF MI	HEALTH INSURANCE - APRIL 2012	29,348.28
157321	03/27/2012	Printed		2002	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE - APRIL 2012	13,363.33
157322	03/27/2012	Printed		0119	DTE ENERGY**	STREETLIGHTS - FEB. 2012	77,357.27
157323	03/27/2012	Printed		6263	STANDARD INSURANCE COMPANY	LIFE & DISABILITY - APRIL 2012	3,537.06
157324	03/27/2012	Printed		0444	WASHTENAW COUNTY TREASURER#	TAX SALE CHARGE BACKS	290,430.87
157325	03/28/2012	Printed		15934	WASTE MANAGEMENT	ACCT. #389-0054717-1389-0	742.72
157326	03/28/2012	Printed		15934	WASTE MANAGEMENT	ACCT. #389-0054724-1389-6	957.49
				Total Checks: 23		Checks Total (excluding void checks):	508,840.57
				Total Payments: 23		Bank Total (excluding void checks):	508,840.57
				Total Payments: 23		Grand Total (excluding void checks):	508,840.57

Accounts Payable Checks - 324,408.40

Hand Checks - 508,840.57

Grand Total - 833,248.97

Check Register Report

Date: 04/02/2012

Time: 3:00 pm

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Charter Township of Ypsilanti

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
157327	04/02/2012	Printed		0657	14-B DISTRICT COURT	SMALL CLAIMS	250.00
157328	04/02/2012	Printed		0657	14-B DISTRICT COURT	SMALL CLAIMS	450.00
157329	04/02/2012	Printed		0657	14-B DISTRICT COURT	SMALL CLAIMS	65.00
157330	04/02/2012	Printed		8412	ACO HARDWARE	SUPPLIES	47.29
157331	04/02/2012	Printed		0017	ANN ARBOR CLEANING SUPPLY	SUPPLIES	81.54
157332	04/02/2012	Printed		1464	ANN ARBOR TRANSPORTATION A.A.T.A CONTRACT AUTH.		74,626.98
157333	04/02/2012	Printed		0022	ANN ARBOR WELDING SUPPLY CO	MEDICAL SUPPLIES	165.75
157334	04/02/2012	Printed		0034	ASSOCIATED FENCE - DBA	FENCE REPAIR AT HARRIS PARK	450.00
157335	04/02/2012	Printed		0909	AT & T*	ACCT. #053 294-5218 001	34.47
157336	04/02/2012	Printed		0215	AUTO VALUE YPSILANTI	SUPPLIES	188.77
157337	04/02/2012	Printed		0777	BANDIT INDUSTRIES	PROFESSIONAL SERVICES	6,735.13
157338	04/02/2012	Printed		6702	BELFOR USA	LOCATION: 1314 RUE WILLETTE	2,349.50
157339	04/02/2012	Printed		6959	BUTZEL LONG	PROFESSIONAL SERVICES	2,059.30
157340	04/02/2012	Printed		0870	CHARTER TOWNSHIP OF SUPERIOR	UTILITIES: GREEN OAKS	47.63
157341	04/02/2012	Printed		15452	COLD CUT KRUISE	PRO SHOP RESALE	110.40
157342	04/02/2012	Printed		0102	COLMAN-WOLF SANITARY SUPPLY CO	SUPPLIES	168.25
157343	04/02/2012	Printed		1312	COMPLETE BATTERY SOURCE	AUTO MAINTENANCE	183.83
157344	04/02/2012	Printed		0582	CONGDON'S	SUPPLIES	63.13
157345	04/02/2012	Printed		0223	CORRIGAN OIL COMPANY	ENGINE OIL FOR 2012 SEASON	1,073.80
157346	04/02/2012	Printed		1258	CRITTER CONTROL OF ANN ARBOR	REMOVAL OF RACCOON	199.00
157347	04/02/2012	Printed		6683	D & B POWER ASSOCIATES, INC.	ANNUAL RENEWAL FOR DATA CENTER	1,845.00
157348	04/02/2012	Printed		4706	ED'S GARAGE	REPAIRS	298.50
157349	04/02/2012	Printed		2913	EMERGENCY VEHICLE SERVICES	ANGLED LIGHT HOUSING FOR REAR	480.18
157350	04/02/2012	Printed		1200	FEDERAL EXPRESS CORPORATION	POSTAGE	37.95
157351	04/02/2012	Printed		15034	FONDRIEST ENVIRONMENTAL, INC	ANNUAL MAINTENANCE OF PORTABLE	259.45
157352	04/02/2012	Printed		1233	GORDON FOOD SERVICE INC.	SUPPLIES	119.81
157353	04/02/2012	Printed		6161	GOVERNMENTAL CONSULTANT	PROFESSIONAL SERVICES	2,850.00
157354	04/02/2012	Printed		0107	GRAINGER	SUPPLIES	850.63
157355	04/02/2012	Printed		0158	MARK HAMILTON	ATTORNEY FEES - APRIL 2012	1,500.00
157356	04/02/2012	Printed		6547	HERITAGE NEWSPAPERS	PUBLISHING	224.00
157357	04/02/2012	Printed		0503	HOME DEPOT	SUPPLIES	163.46
157358	04/02/2012	Printed		16351	HURON HIGH SCHOOL	RENTAL OF HURON HIGH SCHOOL AU	1,691.12
157359	04/02/2012	Printed		15993	J.J. JINKLEHEIMER & CO	SHIRTS FOR WINTER RACQUETBALL	273.58
157360	04/02/2012	Printed		1156	LARRY JAMES	REIMBURSEMENT - UNIFORM	98.90
157361	04/02/2012	Printed		4467	JOHN DEERE LANDSCAPES	SUPPLIES	220.00
157362	04/02/2012	Printed		16408	JTW PIPES LLC	REPAIRS & MAINTENANCE	200.00
157363	04/02/2012	Printed		6357	JUMP-A-RAMA	PROGRAM INSTRUCTOR	471.80
157364	04/02/2012	Printed		6467	LOWES	SUPPLIES	193.38
157365	04/02/2012	Printed		16406	MAADAC	EDUCATION & TRAINING	75.00
157366	04/02/2012	Printed		0253	MCLAIN AND WINTERS	LEGAL SERVICES - MAR. 2012	9,775.00
157367	04/02/2012	Printed		6517	MICHIGAN TOURNAMENT FLEET, INC	MAINTENANCE CONTRACT - MAY	825.00
157368	04/02/2012	Printed		16382	BILLY MITCHELL	REFEREE	24.00
157369	04/02/2012	Printed		16407	MLIVE MEDIA GROUP	CREDIT ON ACCOUNT	300.00
157370	04/02/2012	Printed		15195	MARK NELSON	MILEAGE REIMBURSEMENT	120.22
157371	04/02/2012	Printed		16405	DEBORAH NICHOLSON	REIMBURSEMENT - OVERPAYMENT	126.78
157372	04/02/2012	Printed		6660	NIKE USA, INC.	PRO SHOP RESALE CAPS	5,039.48
157373	04/02/2012	Printed		2997	OFFICE EXPRESS	SUPPLIES	758.34
157374	04/02/2012	Printed		6893	OFFICE MAX* #434705	SUPPLIES	138.37

Check Register Report

Date: 04/02/2012

Time: 3:00 pm

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Charter Township of Ypsilanti

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
157375	04/02/2012	Printed		1081	OKINAWAN KARATE CLUB	PROGRAM INSTRUCTOR	981.40
157376	04/02/2012	Printed		0309	ORCHARD, HILTZ & MCCLIMENT INC	OCS GENERAL SERVICES	310.75
157377	04/02/2012	Printed		6506	PM TECHNOLOGIES, LLC	GENERATOR SERVICE STATION 4	281.00
157378	04/02/2012	Printed		6045	QPS PRINTING	SUPPLIES	598.91
157379	04/02/2012	Printed		15122	R.W. MERCER	TEST TANK FOR WATER @ COMMUNIT	163.50
157380	04/02/2012	Printed		15987	EDGAR RAINEY	REFEREE	132.00
157381	04/02/2012	Printed		3214	RENT A WRECK	LEASE	30.00
157382	04/02/2012	Printed		15386	RICOH AMERICAS CORPORATION	EQUIPMENT RENTAL	888.38
157383	04/02/2012	Printed		6308	RKA PETROLEUM	REFILL DIESEL FUEL TANK AT GRE	558.79
157384	04/02/2012	Printed		0395	SHRADER TIRE & OIL	REPAIRS	21.95
157385	04/02/2012	Printed		6288	SIGNS BY TOMORROW	SIGNS	25.00
157386	04/02/2012	Printed		2990	SOUTHEASTERN EQUIPMENT	PARTS TO REPAIR 721D LOADER AN	232.13
157387	04/02/2012	Printed		15751	SOUTHERN COMPUTER WAREHOUSE	KEYBOARD WITH TOUCHPAD SR18221	1,027.88
157388	04/02/2012	Printed		1507	SPARTAN DISTRIBUTORS	REPAIR PARTS	2,034.64
157389	04/02/2012	Printed		0399	SPEARS FIRE & SAFETY SERVICE	FIRE & SAFETY SERVICES	370.00
157390	04/02/2012	Printed		1338	STADIUM TROPHY	TROPHIES	382.29
157391	04/02/2012	Printed		15897	GARY STAFFORD	REFEREE	24.00
157392	04/02/2012	Printed		3022	STANDARD PRINTING	COLOR PRECINCT MAPS	306.00
157393	04/02/2012	Printed		0872	STATE OF MICHIGAN#	BOILER CERTIFICATE	120.00
157394	04/02/2012	Printed		0872	STATE OF MICHIGAN#	BOILER CERTIFICATE	60.00
157395	04/02/2012	Printed		1235	SURE-FIT LAUNDRY COMPANY	LAUNDRY - PKS & GROUND	1,633.67
157396	04/02/2012	Printed		0449	SYSCO FOOD SERVICES OF DETROIT	PRO SHOP RESALE SNACK BAR	1,562.48
157397	04/02/2012	Printed		1227	TARGET INFORMATION	SUPPLIES	273.90
157398	04/02/2012	Printed		4087	TASK FORCE TIPS	REPAIR ELECTRICAL MOTOR FOR DE	130.24
157399	04/02/2012	Printed		0468	TITLEIST	PRO SHOP RESALE	213.31
157400	04/02/2012	Printed		3969	TRI TURF	KNOX ICE MELT - 50LB BAG INVOI	382.50
157401	04/02/2012	Printed		4472	TRI-TURF	50 LB BAG KNOX ICE MELT	382.50
157402	04/02/2012	Printed		4779	U.S. BANK, N.A.	BOND PAYMENT - DTD 8/30/06	146,510.00
157403	04/02/2012	Printed		6523	UNIQUE 1 SERVICE	AUTO & TRUCK MAINTENANCE	420.00
157404	04/02/2012	Printed		3082	UNIVERSITY TRANSLATORS	TRANSLATORS SERVICES	140.00
157405	04/02/2012	Printed		7045	VAN BUREN SCHOOL DISTRICT	DEL PP TAXES	274.50
157406	04/02/2012	Printed		0497	VAN BUREN STEEL & FABRICATING	MAINTENANCE SUPPLIES	790.50
157407	04/02/2012	Printed		6627	VICTORY LANE	AUTO MAINTENANCE	92.65
157408	04/02/2012	Printed		16302	W.J. O'NEIL COMPANY	REPLACE FURNACE FOR OFFICE/ BA	2,450.00
157409	04/02/2012	Printed		7035	WASHTENAW COMMUNITY COLLEGE#	DEL PP TAXES	115.13
157410	04/02/2012	Printed		7005	WASHTENAW COUNTY TREASURER	DEL PP TAXES	474.32
157411	04/02/2012	Printed		7005	WASHTENAW COUNTY TREASURER	TRAILER FEES - JAN & FEB 2012	3,987.50
157412	04/02/2012	Printed		0444	WASHTENAW COUNTY TREASURER#	SHERIFF PATROL	27,656.25
157413	04/02/2012	Printed		7042	WASHTENAW INTERMEDIATE	DEL PP TAXES	24.92
157414	04/02/2012	Printed		7044	WAYNE ISD	DEL PP TAXES	86.48
157415	04/02/2012	Printed		16404	WELLS FARGO FINANCIAL LEASING	GOLF CART LEASE - MAY 2012	5,503.85
157416	04/02/2012	Printed		1627	WINGFOOT COMMERCIAL TIRE	REPLACE ALL FOUR REAR TRUCK TI	1,857.18
157417	04/02/2012	Printed		4263	WOLVERINE FREIGHTLINER	AUTO MAINTENANCE	87.21
157418	04/02/2012	Printed		16294	JOEL YANKEY	REFEREE	120.00
157419	04/02/2012	Printed		0480	YPSILANTI COMMUNITY	ACCT. #2-037-360000-01	440.78
157420	04/02/2012	Printed		7034	YPSILANTI DISTRICT LIBRARY	DEL PP TAXES	79.29

Check Register Report

Date: 04/02/2012

Time: 3:00 pm

Page: 3

Charter Township of Ypsilanti

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
157421	04/02/2012	Printed		7039	YPSILANTI SCHOOL DISTRICT	DEL PP TAXES	81.54
157422	04/02/2012	Printed		6417	YPSILANTI TWP PETTY CASH	REIMBURSE PETTY CASH	217.21
157423	04/02/2012	Printed		0494	ZEE MEDICAL SERVICE	SUPPLIES	192.80
					COMPANY		
157424	04/02/2012	Printed		0729	ZEP MANUFACTURING	SUPPLIES	728.35
					COMPANY		
157425	04/02/2012	Printed		15843	KATRINA BREWER	REFUND - ROOM RENTAL	80.00
157426	04/02/2012	Printed		13388	MIKEL BROWN	REFUND - SPANISH	75.00
157427	04/02/2012	Printed		16410	CHALEY HARBIN	REFUND - ZUMBA	72.00
157428	04/02/2012	Printed		16413	KEIRRA JACKSON	REFUND - ROOM RENTAL	100.00
157429	04/02/2012	Printed		16063	MELINDA LAWRENCE	REFUND - ROOM RENTAL	100.00
157430	04/02/2012	Printed		16412	MICHAEL LEE	REFUND - ZUMBA	72.00
157431	04/02/2012	Printed		16409	EILEEN STORER SMITH	REFUND - YOUTH BASEBALL	60.00
157432	04/02/2012	Printed		16411	LATIA YOUNG	REFUND - ZUMBA	82.00

Total Checks: 106

Checks Total (excluding void checks):

324,408.40

Total Payments: 106

Bank Total (excluding void checks):

324,408.40

Total Payments: 106

Grand Total (excluding void checks):

324,408.40

SUPERVISOR REPORT

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

CLERK REPORT

APRIL 9, 2012

Submitted by Karen Lovejoy Roe, Clerk

- The Clerk's office needs election inspectors with and without computer experience for the August and November, 2012 elections. You must be registered to vote if 18 or older. If between the ages of 16-17 you must be a student to be eligible to become an election inspector. Please go on line at www.ytown.org under the Clerk's department to find an election inspector application. Please fill out and bring to Clerk's office with social security card and driver license to apply. You can also pick up an application at the Clerk's office.
- The Auditors finished their first stage of auditing work at the township on March 13, 2012. The audit is moving along and to date everything is going smoothly. The Auditors are waiting on the actuarial reports for both pensions and OPEB (other postemployment benefits) to finish the audit for 2011.
- The Clerk along with the Treasurer and Supervisor continue to provide support to several negotiations that are underway with the Fire Department, AFSCME at the Court and AFSCME at the Township. All three units are negotiating currently. The Accounting Department is providing assistance also.
- The annual Meals on Wheels Spring Fundraiser held on Thursday, March 22, 2012 was a great success. Supervisor Stumbo, Treasurer Doe, Clerk Lovejoy Roe and Trustee Mike Martin all were volunteers at the event. Thank you to all who so generously supported this worthy cause and event.
- The Washtenaw Urban County Executive Committee met on Tuesday, March 27, 2012. Clerk Lovejoy Roe attended on behalf of the Ypsilanti Township Board of Trustees. The group reviewed draft recommendations and the evaluation summary for Affordable Housing RFP's. Clerk Lovejoy Roe presented a request for increased funding during the meeting for Habitat Housing initiatives in Ypsilanti Township. The FY 2012-2013 Draft Annual Action Plan and draft Project Allocations were presented at the meeting. A meeting was scheduled to discuss township funding and county wide allocations as a part of the plan with township officials and staff at a later date.
- The Clerk, Karen Lovejoy Roe and Deputy Clerk, Nancy Wrybkowski and Elections Coordinator, Angela Robinson attended the County Clerk's meeting on Wednesday, March 28, 2012 held at Scio Township. The meeting included updates from the County Clerk's office, and sharing of information regarding absentee ballots, absentee counting boards and other election information for the upcoming August and November elections.
- On Thursday, March 29, 2012 Supervisor Stumbo and Clerk Lovejoy Roe met with Mark Lindke to discuss a fall Stand Down Veterans event to possibly be held on township property. It was suggested that either North Bay Park or Ford Lake Park would be possible locations. Mr. Lindke indicated the Stand Down group would be investigating several sites and get back with

the township. It is an event where veterans from a regional area attend to receive information and services regarding opportunities that are available for Veterans.

- Staff and elected officials along with the township attorney met on Thursday, March 29, 2012 regarding the Kircher bankruptcy and the number of properties that are located in Ypsilanti Township. Possible avenues were discussed and information gathered to prevent deterioration of the bankruptcy properties. Staff is working with Habitat to determine if Habitat and home ownership is a possibility with the future of these bankruptcy properties.
- The County Wide Transit Board, U-196 met on Monday, April 2, 2012. Clerk Karen Lovejoy Roe attended as the Ypsilanti Township Board representative. Updates were provided regarding State Transit Legislation. A revised 5-year draft plan is now available for countywide transit. Discussions and plans for the upcoming District Advisory Committee meetings were presented. The 4- Party Agreements were reviewed. Policy discussions began regarding transportation options and the Articles of Incorporation. Discussions began regarding an official new name of the County Wide Authority.
- Deputy Clerk, Nancy Wrybkowski and Clerk, Karen Lovejoy Roe attended the August Primary Election Procedure Updates Training on Monday, April 2, 2012 that was held at the County and taught by the State Elections Bureau staff.
- Nominating petitions are available in the Clerk's office for candidates seeking to be on the ballot for the August Primary. The deadline for returning nominating petitions is May 15, 2012 at 4:00 p.m.
- The DAC-District Advisory Committee Meeting for the U-196 Board for County Wide Transit will be held at Ypsilanti Township in the board room at 5:30 P.M. on Tuesday, April 17, 2012. This meeting is to bring more detailed ideas and suggestions for the proposed county wide 5 year transit plan for the Southeastern District that is made up of Ypsilanti and Augusta Townships.

TREASURER REPORT

THERE IS NO WRITTEN TREASURER REPORT

TRUSTEE REPORT

THERE IS NO WRITTEN TRUSTEE REPORT

ATTORNEY REPORT

GENERAL LEGAL UPDATE

**PROPOSED
ORDINANCE NO. 2011- 420**

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 amended as follows:
Add the following new section to Chapter 42 Entitled Offenses and Miscellaneous Provisions:

- (1) Definitions: As used in this section,
 - (a) A “container” means glass, metal or plastic cans or jars or other receptacles that contain fishing bait.
 - (b) “degradable” means capable of being broken down by biodegradation, photo degradation or chemical degradation into component parts within 360 days under exposure to the elements.
- (2) A person shall not sell or offer for sale, possess or use in the Township a disposable container for live fishing bait unless the bait container is degradable and bears a distinguishing symbol indicating that it is degradable.
- (3) Any person, firm, or corporation who shall violate this section shall be responsible for a municipal civil infraction, as provided in Chapter 40, Article II, of this Code, and shall be subject to a fine as follows:
 - (a) The fine for any first violation shall be \$25.00
 - (b) The fine for any violation which the violator has, within the past two years, been found in violation of once before, shall be \$100
 - (c) The fine for any violation which the violator has, within the past two years, been found in violation of twice before, shall be \$200

Severability

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

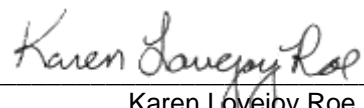
Publication

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

Effective date

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2011-420 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on March 12, 2012. The second reading is scheduled to be heard on April 9, 2012.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION NO. 2012-2

Amendment to Fire Ordinance

Whereas, the Charter Township of Ypsilanti Board of Trustees recognizes the need for a modern, up-to-date fire code addressing conditions hazardous to life and property from fire and explosion hazards; the storage, handling and use of hazardous substances and materials; and the use and occupancy of buildings and premises; and

Whereas, the International Fire Code, 2009 Edition, is designed to meet these needs through model code regulations that safeguard public health and safety; and

Whereas, the International Fire Code, 2009 Edition, is fully compatible with the Michigan Building Code, Michigan Residential Code, Michigan Rehabilitation Code and the 2009 International Property Maintenance Code.

Whereas, the Township Fire Department recommends adoption of Ordinance 2012-421.

Now Therefore, Be it resolved, that the Charter Township of Ypsilanti Board of Trustees hereby adopts by reference attached Ordinance No. 2012-421 amending the Code of Ordinances of the Charter Township of Ypsilanti, Article II, Fire Prevention Code.

PROPOSED ORDINANCE NO. 2012-421

*An Ordinance Amending the Code of Ordinances,
Charter Township of Ypsilanti, Chapter 30, Article II
Entitled Fire Prevention Code by Adoption of the
2009 Edition of The International Fire Prevention Code*

The Charter Township of Ypsilanti hereby **Ordains** that Chapter 30 of the Code of Ordinances for Ypsilanti Township, Article II entitled Fire Prevention Code is hereby amended as follows:

DELETE in its entirety the current Article II entitled Fire Prevention Code (Sections 30-26 through 30-31, inclusive).

ADD the following new provision:

A. *Adoption by Reference.*

A certain document, copies of which are on file with the office of the Township Clerk and the Bureau of Fire Prevention, being marked and designated as the “***International Fire Code, 2009 Edition, International Code Council***,” is adopted by reference, including Appendix Chapters A through J, and all references therein printed – except those section and appendices herein amended, deleted or added. This document shall be known and may be cited as the “***Fire Prevention Code of the Charter Township of Ypsilanti***,” regulating and governing conditions hazardous to life and property from the standpoint of fire and explosion and for defining the scope of authority of the chief of the fire department and the bureau of fire prevention.

B. *Purpose of Article.*

The purpose of this article is to provide for the prevention of fires and the protection of persons and property from exposure to the dangers of fire and explosion; to authorize the investigation of fires and the discovery of crime or other offenses in relation thereto; to require the razing, repair and alterations of building, and the clearing and improvement of premises which constitute a fire hazard or a menace to the peace, security or safety of persons or property; to control the use and occupancies of such premises; to provide for the transportation, use and storage of inflammable liquids, compressed gases, and corrosive liquids; to prohibit the use of certain fire extinguishers and fire extinguishing agents; to provide for the administration of this article; and to fix penalties for violation of the provisions of this article.

C. *Code Available for Public Use and Inspection.*

Complete printed copies of the ***Fire Prevention Code*** of the Charter Township of Ypsilanti and supplements, therein adopted, are available for public use and inspection at the office of the Township Clerk and at the office of the Bureau of Fire Prevention.

D. References in Code.

References in the ***Fire Prevention Code*** of the Charter Township of Ypsilanti and supplements to the word “*state*” shall mean the State of Michigan; reference to the word “*municipality*” shall mean the Township of Ypsilanti; references to the term “*corporation counsel*” shall be held to mean the attorney for the township; reference to the term “*bureau of fire prevention*” shall mean the township fire department; and reference to the term “*fire official*” shall be held to mean the chief of the fire department.

E. Changes in Code.

The following sections of the International Fire Code, 2009 Edition, International Code Council, are hereby revised.

Section 101.1 - insert Charter Township of Ypsilanti

Section 109.3 – delete in its entirety and replace with the following provision:

Section 109.3. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the code official, or of a permit or certificate used under the infraction, and shall be subject to a fine as follows:

- a. The fine for any first violation of Article II shall be \$100.00.
- b. The fine for any violation which the violator has, within the past two years, been found in violation of once before, shall be \$250.00.
- c. The fine for any violation which the violator has, within the past two years, been found in violation of twice before, shall be \$500.00.

The imposition of one penalty for any violation shall not excuse the violations or permit it to continue. All such persons shall be required to correct or remedy such situation or defects within a reasonable time, and, when not otherwise specified, each act or violation and every day upon which such violation shall occur shall constitute a separate offense.

The application of the penalties of this section shall not be held to prevent the enforced removal of prohibited conditions by injunctive or other relief.

Each day that a violation continues after due notice has been served shall be deemed a separate violation.

Section 111.4 – insert \$100 or more than \$500

Section 307.2.1 – Authorization. Delete and replace with the following provision:

Open burning shall only be permitted with prior written approval from the Ypsilanti Township Fire Chief, Fire Marshal or other authorized fire department official. The application for a permit shall be filed with the Ypsilanti Township Fire Department at least seven (7) days before the opening burning is proposed to take place.

Open burning shall be limited to seasonal firewood only.

Section 901.2 – Fire Sprinkler Plan Submittal (Added to read)

All fire sprinkler plans shall be submitted to the fire marshal for review. The fire marshal may request review of the sprinkler plans by a third party. The third party shall be included on a list of companies approved by the Charter Township of Ypsilanti Fire Prevention Bureau. The Charter Township of Ypsilanti Fire Prevention Bureau shall witness all required tests and field inspections of all fire sprinkler systems.

- a. A list of approved companies will be available in the Fire Prevention Bureau and the Office of Community Standards.
- b. No company will be allowed to review its own plans.

Section 906.1. - Residential Fire Extinguisher Requirements. (Added to read)

- a. It shall be the responsibility of the owner(s) of each new and existing occupied multiple dwelling building, consisting of three or more dwelling units, to provide each living unit with a portable fire extinguisher.
- b. The fire extinguisher shall have a minimum 1A-10BC rating or higher, and shall be mounted in a readily accessible location within each dwelling unit. Each extinguisher shall be tagged to include a maintenance and inspection record and must be operable at all times.
- c. It shall be the owner's responsibility to maintain the extinguisher in accordance with NFPA 10, and such maintenance shall include, but is not limited to, recharging the extinguisher of the unit which was discharged when attempting to extinguish a documented fire. For the purpose of this section, a documented fire shall mean any fire that the Ypsilanti Township Fire Department has responded to and/or has a record of. In all other cases it shall be the responsibility of the resident to recharge the extinguisher.
- d. The resident of all multiple dwelling units hereunder shall be responsible to advise the building owner, or his designated agent, whenever a required fire

extinguisher is missing, damaged, discharged or in need of service.

e. Anyone tampering with, damaging or interfering with the effectiveness of a fire extinguisher shall be in violation of this code.

Section 907.2 - Minimum Smoke Detection Requirements. (Added to read)

a. Each apartment, suite, or sleeping area of every single or multiple dwelling unit shall be provided with a minimum of one smoke detector capable of sensing visible or invisible products of combustion.

b. The smoke detector shall be approved or listed by recognized or independent testing laboratories and, when actuated, shall provide an alarm suitable to warn the occupants within the individual dwelling unit.

c. A minimum of one smoke detector shall be located in the immediate area of all sleeping quarters.

d. All multiple dwellings, consisting of three families or more, and all single- and two-family dwelling units shall comply with this section.

e. It shall be the responsibility of the owner(s) of each new and existing occupied dwelling unit to install and maintain in operating condition smoke detectors in each dwelling unit as herein provided.

f. All devices, combination of devices and equipment required herein are to be installed in conformance with the Michigan Building and Residential Codes and this section.

g. At least one smoke detector shall be installed to protect each sleeping area. A sleeping area is defined as the area or areas of the family living unit in which the bedrooms or sleeping rooms are located. When bedrooms ordinarily used for sleeping are separated by other used areas, such as kitchens or living rooms, but not bathrooms or closets, they shall be considered as separate sleeping areas for the purpose of this section.

F. Rights and Remedies are Cumulative.

The rights and remedies provided herein are cumulative and in addition to any other remedies provided by law.

G. Severability Clause.

That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Charter Township of Ypsilanti hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of

the fact that any one or more sections, subsection, sentences, clauses or phrases by declared unconstitutional.

H. Publication.

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

I. Effective Date.

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2012-421 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on March 12, 2012. The second reading is scheduled to be heard on April 9, 2012.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION 2012-3

Super Drunk Law

Whereas, the Michigan Legislature on **February 15, 2012** enacted Act 8 of PA 2012 which authorized charter townships to adopt by reference a provision of the Motor Vehicle Code commonly known as the “super drunk” law; and

Whereas, the “super drunk” law prohibits persons from driving a motor vehicle with a blood alcohol level of .17 or more; and

Whereas, the “super drunk” law provides that the penalty for driving a motor vehicle while super drunk is one or more of the following: community service for not more than 360 hours, imprisonment for not more than 180 days; and a fine of not less the \$200 or more than \$700;

Now therefore, be it resolved, that Ordinance 2012-422 is hereby adopted by reference.

PROPOSED ORDINANCE NO. 2012-422

*An ordinance to amend the Ypsilanti Township
Code, Chapter 58 of the
Charter Township of Ypsilanti's
Code of Ordinances*

THE CHARTER TOWNSHIP OF YPSILANTI HEREBY ORDAINS:

1. Section 625(1)(c) of the Michigan Vehicle Code, 1949 PA 300, MCL 257.625 is adopted by reference and added to Chapter 58, Section 3.
2. Violation of section 625(1)(c) is a misdemeanor punishable by one or more of the following:
 - a) community service for not more than 360 hours
 - b) imprisonment for not more than 180 days
 - c) a fine of not less than \$200.00 or more than \$700.00

Severability

If a court of competent jurisdiction declares any provision of this Ordinance or a statutory provision adopted by reference herein to be unenforceable, in whole or in part, such declaration shall only affect the provision held to be unenforceable and shall not affect any other part or provision; provided that if a court of competent jurisdiction declares a penalty provision to exceed the authority of the Township, the penalty shall be construed as the maximum penalty that is determined by the court to be within the authority of the Township to impose.

Effective Date

This ordinance shall take effect upon publication as required by law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2012-422 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on March 12, 2012. The second reading is scheduled to be heard on April 9, 2012.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION NO. 2012-12

CHARTER TOWNSHIP OF YPSILANTI TEMPORARY ROAD CLOSURE

Resolution authorizing the temporary road closure of Stony Creek Road, to Textile Road, to Hitchingham Rd., to Merritt Road (back to Stony Creek Rd.) on Sunday, April 29, 2012, from 9:45 a.m. to 11:45 p.m. for the “Ride for Recovery” Dawn Farm Fundraising Event.

WHEREAS, the Township of Ypsilanti has approved the temporary closure of Stony creek, Textile, Hitchingham, and Merritt Roads as indicated; and

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

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Megan Rodgers, Dawn Farm Development Director be the authorized official designated in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.



2012 MAR 28 AM 10 29

March 26, 2012

Karen Lovejoy Roe, Clerk
Ypsilanti Township, Michigan 48197

Dawn Farm is hosting a fundraising event, "Ride for Recovery", on Sunday, April 29, 2012. We are asking the Township for permission to close the following roads on that day, from 9:45am-11:45am:

Stony Creek Road, to Textile, to Hitchingham, to Merritt Road and back to Stony Creek Road

*see attached map

We have also submitted the application, insurance forms and permit fee to the Washtenaw County Road Commission.

Thank you for your time and consideration.

Sincerely,

Megan Rodgers
Development Director
6633 Stony Creek Road, Ypsilanti MI 48197
(734)485-8725 ext. 221
mrogers@dawnfarm.org

Spera Recovery Center
A place to begin recovery with safe withdrawal and support services
502 West Huron
Ann Arbor, MI 48103
734.669.8265
734.669.0728 facsimile

Farm Facility
Long-term residential addiction treatment on a working 74 acre farm
6633 Stony Creek Road
Ypsilanti, MI 48197
734.485.8725
734.485.6103 facsimile

Dawn Farm Downtown
Short-term residential addiction treatment in downtown Ann Arbor
544 North Division
Ann Arbor, MI 48104
734.769.7366
734.769.7393 facsimile

Dawn Farm Outpatient
Individual and group therapy with a strong focus on recovery
320 Miller, Suite 100
Ann Arbor, MI 48103
734.821.0216
734.821.0218 facsimile

Chapin Street Project
Transitional housing in a safe, supportive, recovering community
502 West Huron
Ann Arbor, MI 48103
734.485.8725
734.485.6103 facsimile

mapquest m^q

Map of:

6633 Stony Creek Rd

Ypsilanti, MI 48197-6609

Notes

Dawn Farm Ride for Recovery Fundraiser: 5k/10k
run/walk route

©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

APPLICATION FOR ADDITIONAL CREDITED SERVICE
Cost Estimate, Member Certification and Governing Body Resolution

MEMBER

Name: Lavedia K Roc
SSN: XXX-XX-8675
DOB: 8/21/1954
Age: 57 years, 7 months
Spouse's DOB: 9/18/1954

CALCULATION DATE - 4/1/2012

(Estimate Not Valid After 2 Months)

EMPLOYER

Name: Ypsilanti, Twp of
Number/Div: 8104 / 10

BENEFIT PROGRAMS

Benefit B-3 (80% max)
Benefit F55 (With 15 Years of Service)
Benefit FAC-3 (3 Year Final Average Compensation)
10 Year Vesting

ESTIMATED FAC ON CALCULATION DATE: \$74,219.70**CREDITED SERVICE**

Member's Service Credit as of Calculation Date:

9 years, 6 months

Type of Credited Service to be Granted:

Other Governmental (Plan Section 6) (Previous service with this employer)

Amount of Credited Service to be Granted:

1 year, 10 months

Total Estimated Actuarial Cost of Additional Credited Service:**\$28,410.00** [Payment Options on Reverse]**BENEFIT CALCULATION ASSUMPTIONS**

1. It is assumed that the Member will continue working until the earliest date for unreduced retirement benefits. If the Member terminates prior to becoming eligible for unreduced benefits, the Employer understands and accepts that the actuarial cost will be different from the actuarial cost shown above.
2. The Member's Final Average Compensation (FAC) is projected to increase 4.5% annually from the date of purchase to the date of retirement.
3. The Plan's Investment Return is projected to be 8% annually.

THE ADDITIONAL CREDITED SERVICE IS PROJECTED TO RESULT IN THE FOLLOWING CHANGES:

	Retirement Date	Age	Service Through	Total Service	FAC	Annual Benefit
Before Purchase	9/1/2014	60 yrs., 0 mths.	8/31/2014	11 yrs., 11 mths.	\$82,549.97	\$22,133.76
After Purchase	9/1/2014	60 yrs., 0 mths.	8/31/2014	13 yrs., 9 mths.	\$82,549.97	\$25,538.88

Note: MERS is not responsible for any Member or Employer supplied information, or any losses which may result if actual experience differs from actuarial assumptions. The Member and Employer are responsible for reviewing the information contained herein for accuracy, and assuming the risk that actual experience results in liability different than that estimated.

MEMBER CERTIFICATION

I certify that the above information is correct and accurate. If this is a purchase of qualifying "other governmental" service, I certify that the service has not and will not be recognized for the purpose of obtaining or increasing a pension under another defined benefit retirement plan.

Signature of Member_____
Date

APPLICATION FOR ADDITIONAL CREDITED SERVICE
Member Certification and Governing Body Resolution

GOVERNING BODY RESOLUTION

As provided by the MERS Plan Document, and in accordance with the Employer's policy there under, the additional credited service described above is hereby granted this Member by Resolution of the Governing Body of Ypsilanti, Twp of, at its meeting on _____. The Employer understands this is an estimated cost, calculated using actuarial assumptions approved by the Retirement Board. Any difference between the assumptions and actual experience will affect the true cost of the additional service. For example, changes in benefit programs through adoption or transfer of the affected employee to a division with 'better' benefits; increases in wages other than 4.5% per year; and changes to the anticipated date of termination, will affect the actual cost of the additional service (increase or decrease). Thus, actual future events and experience may result in changes different than those assumed, and liability different than that estimated. The Employer understands and agrees that it is accountable for any difference between estimated and actual costs.

Signature of Authorized Official from Ypsilanti, Twp of

Date

MERS Use Only

Payment Received:	Member Payment:
Service Credited:	ER Payment:
Signed:	

PAYMENT OPTIONS

The Member's share of the cost may be any amount from zero up to the total estimated actuarial cost, and is due at the time of purchase. The Employer's share is the balance of the total estimated actuarial cost not paid by the Member, and must be paid in a lump sum at the time of purchase.

STEPS FOR PROCESSING APPLICATION FOR ADDITIONAL SERVICE CREDIT

1. The cost estimate (Application for Additional Service Credit) is valid for 2 months from the calculation date.
2. If you are paying for the additional service by a rollover distribution from another pension plan (or traditional IRA), you must follow these steps:
 - Contact the other plan administrator (or trustee) to determine their rules for a distribution of your funds.
 - Complete the form "Certification of Qualified Rollover to MERS". After plan administrator signs form, return the completed original to MERS.
 - Send signed, approved Application for Additional Service Credit to MERS prior to sending any payment.
 - MERS' Finance Department will provide wiring instructions, if needed.
3. If you have any questions, please call MERS Employee and Retiree Services at 800-767-2308, or go to www.mersofmich.com. MERS is a tax-qualified plan under section 401(a) of the Internal Revenue Code, pursuant to IRS Letter of Favorable Determination dated June 15, 2005.

DEFINITION OF TERMS

MEMBER DATA -- Your name, Social Security number, date of birth, age on calculation date, and spouse's date of birth.

CALCULATION DATE -- The calculation becomes invalid 2 months after this date. If your purchase is not completed in that time frame, the amount due must be recalculated.

EMPLOYER -- The name of your employer and the division you are a member of. Benefits are specific to your employer and/or division.

BENEFIT PROGRAMS -- This section identifies the benefits in effect for your employee group:

1. Multiplier (B-1, B-2, etc.)
2. Benefit maximum (80% of FAC for 2.25% multipliers and higher).
3. Number of years in FAC calculation (3 or 5)
4. Vesting requirement (6, 8, or 10 years)
5. Early retirement eligibility (F50, F55, F(N))
6. Cost of living allowance (E-2).

ESTIMATED FAC ON CALCULATION DATE -- This is the average of your highest consecutive 3 or 5 years of earnings with this employer. FAC is projected from the last month wages were reported to the calculation date.

CREDITED SERVICE -- This is your MERS service credit as of calculation date. It includes some or all of the following types of service:

1. Prior Service: Service credited before becoming member of MERS.
2. Membership Service: Service accrued after becoming member of MERS
3. Purchased Service: Previously executed service purchases (generic, other governmental, military).
4. Projected Service: Additional years/months of employment projected to date of calculation.

COST OF PURCHASING ADDITIONAL CREDITED SERVICE -- The cost of the service purchase is provided in the Credited Service section under "Total Estimated Actuarial Cost of Additional Credited Service."

The total actuarial cost is the estimated total liability as of the calculation date for crediting the additional service to your retirement account. In addition to actuarial assumptions adopted by the Retirement Board, factors that impact the calculation of cost are member data, service credit, final average compensation, benefits, and eligible retirement date. Contact MERS if you believe any of these factors are incorrect.

BENEFIT CALCULATION ASSUMPTIONS -- The benefit calculation is based on these assumptions. The assumptions are mandated by the MERS Retirement Board, cannot be modified, and apply to all service credit purchase calculations.

THE ADDITIONAL CREDIT SERVICE IS PROJECTED TO RESULT IN THE FOLLOWING CHANGES -- This section displays your earliest projected retirement date and benefit amount both before and after the purchase. For purposes of the cost estimate, MERS can not input a retirement date later than the date you are first eligible to retire.

MEMBER CERTIFICATION -- You must sign and date this section in order to complete the purchase

GOVERNING BODY RESOLUTION -- An authorized official of your employer must sign and date this section and certify to MERS the date that the governing body passed a resolution approving your purchase of additional service.

PAYMENT OPTIONS -- This section explains the payment options available.

FORD HERITAGE PARK PAVILION

1. REQUEST TO APPROVE FINANCING TO PROVIDE WATER AND SEWER TO FORD HERITAGE PARK PAVILION IF FUNDRAISING EFFORT IS SUCCESSFUL IN 2012, NOT TO EXCEED \$5,000

OTHER BUSINESS
