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

September 10, 2012

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

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

SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI MONDAY, SEPTEMBER 10, 2012

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

CIVIC CENTER BOARD ROOM 7200 S. HURON RIVER DRIVE

- 1. DISCUSS LONG TERM AND FINANCIAL COMMITMENT REGARDING TYLER DAM LOCATED NEAR WILLOW RUN AIRPORT
- 2. REVIEW AGENDA
- 3. OTHER DISCUSSION

Residential Services

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



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

MEMORANDUM

- TO: Charter Township of Ypsilanti Board of Trustees
- FROM: Jeff Allen, Director, RSD Director Michael Saranen, Hydro Manager
- DATE: September 4, 2012
- RE: Tyler Dam Planning for Engineering Services

The Township is faced with some long term and financial commitment regarding the Tyler Dam near the Willow Run Airport.

The Tyler Dam is a State regulated dam with no revenue source and is need of maintenance, outlined by the DEQ in the 2010 dam safety report.

In order to address the 2010 report and to better understand the "options" we have, we would to like retain an engineering firm to assist with this matter. We would bring a recommendation to your next board meeting.

Prior to 2008, the funding for other dams came from General Fund. Since 2008 minor repair costs have been covered by the Hydro Fund but the fund will not be able to cover the cost associated with whichever activities come forth.

Basically, we are mandated to repair the structure of the dam as it stands now. However, if it no longer operates as a dam, this would not be necessary. We have researched the current need for the ponded water and there appears to be none.

Here is a run-down of items that could be included under engineering: <u>1. Investigation</u>

A. Review existing documentation:

- · Hydraulic data that MDEQ, FEMA, Washtenaw County, etc. may have.
- · Drawings and reports available from Township.
- · Background on recent cleanup of Tyler pond.
- · State thresholds for regulated structures.

B. Field work

- Take sediment samples for qualitative analysis of pollutants (TCLIP, soil sample, water sample bench sample).
- Probe thickness of sediment blanket (this will determine the quantity of sediment remaining).
- Topograph Tyler pond bottom (important for planning stream restoration if the pond is drained, etc.).
- Gradient and sections downstream of Tyler Dam (to estimate the tailwater elevation so that hydraulics can be properly figured).
- · Identify number, size, type and elevation of inlets to Tyler pond.
- · Verify key elevations and dimensions of spillway.
- Establish benchmark on site if one is not already present.
- Make a detailed list of needed concrete repairs. Identify both dam safety (e.g., abutments) and non-dam safety items (e.g., drainage discharge structures).

C. Contact agencies

- MDEQ (discuss the findings to gain an understanding of the regulatory outlook).
- · Washtenaw County Road Commission (impact of bridge on project).
- · Washtenaw County Drain Commission (impacts on regulated drains, if any).

2. Analysis

A. Determine:

- If removal and special disposal are required for remaining sediments, or if they could be left in place following drawdown. If left in place, determine if "due care" would be required on property.
- If existing spillway drain has sufficient capacity to hold impoundment below regulation thresholds. If not, what additional conduits might have to be added to provide sufficient flow?
- · Potential erosion and scour issues consequential to a drawdown.
- General type and extent of stream bed restoration that would be required after drawdown.

3. Alternatives

- Determine and summarize major options (e.g., a) minimal action repair only needed concrete items; b) Drawdown, leaving dam in place; c) Dam removal.)
- Provide opinion of probable cost for each alternative.
- Suggest possible funding sources for the different alternatives.

REVIEW AGENDA

A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

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

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

AGENDA

TIME AND PLACE

7:00 P.M.

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

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE AND INVOCATION
- 3. PRESENTATION OF TAX PAYMENTS FROM HABITAT AND THEIR FAMILIES
- 4. PUBLIC COMMENTS
 - 1. SPEAK ON ITEMS NOT FORMALLY LISTED ON THE AGENDA
 - 2. PROVIDE NAME AND ADDRESS
 - 3. LIMIT COMMENTS TO THREE (3) MINUTES

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

- 5. CONSENT AGENDA
 - A. MINUTES OF THE AUGUST 27, 2012 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
- 6. SUPERVISOR REPORT
- 7. CLERK REPORT
- 8. TREASURER REPORT
- 9. TRUSTEE REPORT
- 10. ATTORNEY REPORT
 - A. REQUEST FORMAL AUTHORIZATION TO INITIATE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE AT MEADOWRIDGE APARTMENTS (f.k.a. – RILEY COURT APARTMENTS), LOCATED AT 2532 E. MICHIGAN AVENUE

B. GENERAL LEGAL UPDATE

NEW BUSINESS

- 1. BUDGET AMENDMENT #7
- 2. 2012 YPSILANTI TOWNSHIP REVISED THIRD AGREEMENT (BOND PROGRAM) WITH WASHTENAW COUNTY ROAD COMMISSION
- 3. ADDENDUM TO 99-YEAR GROUND LEASE AGREEMENT BETWEEN YPSILANTI TOWNSHIP AND EASTERN MICHIGAN UNIVERSITY
- 4. REQUEST TO EXEMPT GROUNDCOVER NEWS FROM ORDINANCE SECTION 22-148 AND SECTION 22-170 (PERMITS) FOR A PERIOD OF TWELVE (12) MONTHS WITH THE OPPORTUNITY TO REQUEST AN ADDITIONAL TWELVE (12) MONTH EXEMPTION AFTER FURTHER REVIEW AND CONSIDERATION BY THE BOARD
- 5. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO APPROVE HIRING PUBLIC SERVICES SUPERINTENDENT
- 6. RESOLUTION NO. 2012-23, TEMPORARY ROAD CLOSURE FOR "GIRLS ON THE RUN OF SOUTHEASTERN MICHIGAN 5K RUN
- 7. RESOLUTION NO. 2012-24, TEMPORARY ROAD CLOSURE FOR RUNNING FIT "RUN SCREAM RUN" 5K AND 10K RUN

OTHER BUSINESS

Habitat for Humanity Presentation

1. Presentation by Rob Nissly of Tax Payments from Habitat and their families

PUBLIC COMMENTS

CHARTER TOWNSHIP OF YPSILANTI MINUTES OF THE AUGUST 27, 2012 WORK SESSION

PROPOSED

The meeting was called to order by Supervisor Brenda L. Stumbo at approximately 5:30 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 Stan Eldridge, Jean Hall Currie, Mike Martin and Scott Martin			
Members Absent:	Trustee Jean Hall Currie			

Legal Counsel: Wm. Douglas Winters

1. PRESENTATION OF FINANCIAL STATEMENTS – ALAN PANTER

Alan Panter, CPA, Abraham & Gaffney, provided a brief overview of the Audit Report and Review of the General Fund Balance Sheet, Revenues & Expenditures for 2011 (see attached).

2. PROPOSED PAVING OF SENATE AND COLLEGEWOOD

Clerk Lovejoy Roe gave a brief review of the project and said the Washtenaw County Road Commission no longer does any maintenance. She explained the Road Commission wanted residents to petition the homeowners. She said if there was support by homeowners, the improvements could be done with the a road bond funds.

The Board agreed to move forward.

3. ADDENDUM TO 99-YEAR GROUND LEASE AGREEMENT BETWEEN YPSILANTI TOWNSHIP AND EASTERN MICHIGAN UNIVERSITY

Leigh Greden, Executive Director of Government and Community Relations at EMU, explained there would be a request coming forward to do an addendum to the 99-year lease.

Roy Wilbanks, Chair of the EMU Board of Regents, provided a brief overview of the background history of the funding resources for the golf course and conference center. He said those had included several grants as well as private support, including General Motors, Ford Motor Company and Chrysler. Mr. Wilbanks said the Department of Natural Resources Trust Fund Grant of 1.2 million dollars was used to purchase the land. He said EMU did a bonding project for three million allowing for the construction of the golf course and conference center. He shared there was also a small cities grant of \$150,000 and a federal grant of two million.

Mr. Wilbanks said EMU was currently collaborating with the Marriott Hotel to change the scope of the project. He said the University was losing a significant amount of money and needed to resolve this issue. EMU was seeking to be a part of the Marriottgolf.com site in an attempt to promote the golf course. He said the addendum change would allow them to make construction changes to the course in order to qualify for the Marriottgolf.com site and become self-supporting and would remain open to the public, with reduced rates for Ypsilanti Township residents.

CHARTER TOWNSHIP OF YPSILANTI AUGUST 27, 2012 WORK SESSION MINUTES PAGE 2

Supervisor Stumbo questioned if construction would only be to the golf course. Mr. Wilbanks said that was correct.

Attorney Winters stated there was a 5-year Master Plan to improve several holes a year. The addendum would provide the necessary checks & balances. The lease should be ready by next meeting.

Mr. Greden said 1,258 trees had been planted since the course was built.

Trustee Eldridge thanked Attorney Winters and Mr. Wilbanks for all their work.

REVIEW AGENDA

Supervisor Stumbo briefly reviewed the agenda:

TRUSTEE REPORT

Trustee Scott Martin thanked Mike Saranen for all his efforts maintaining the lake.

ATTORNEY REPORT

A. 1034 MAPLEWOOD, 1269 LESTER, 1292 CLARITA, 1345 RAMBLING AND 1095 JONES

Attorney Winters provided a brief background concerning 1034 Maplewood. He said this was one of the worst public nuisances encountered thus far. He commended Belfour for the work they did to remediate this property. Attorney Winters said Child Protective Services was also called regarding a 10 year old child and the Humane Society was going to bring charges regarding animal cruelty.

Ron Fulton, Building Director said he just learned there was a mortgage of \$150,000 in addition to the \$5,600 due the Township for the clean- up on the Maplewood property. The bank was willing to consider writing the mortgage off with a Quit Claim to Habitat if the owner was willing to do the same. Mr. Fulton said that at this point the owner was interested in rehabilitating it instead and must decide before Judge Connors next week.

Supervisor Stumbo said she understood the water had been off at that address for a year. Mr. Fulton responded that it had been off for a year and a half. She then asked if there was any way to find out that type of information before things got to this point. There was some discussion on the proper way get this accomplished.

Ron Fulton further reviewed the deplorable conditions of the properties located at 1269 Lester, 1292 Clarita, 1345 Rambling and 1095 Jones.

Attorney Winters gave a brief report on each of these addresses as well.

Mr. Fulton reported that two of the properties were pending for Habitat for Humanity to take over.

B. 1397 CRESTWOOD

Attorney Winters provided a brief overview regarding the odor problem due to the cultivation of marijuana at this property.

CHARTER TOWNSHIP OF YPSILANTI AUGUST 27, 2012 WORK SESSION MINUTES PAGE 3

Mike Radzik, OCS Director reported there was a grow operation at the home which had a hazardous and offensive odor, to the point of causing illness to one or more neighbors. He explained the state law and the township zoning law does permit those registered as medical marijuana patients to grow up to twelve plants for personal use. He continued that those registered as care-givers were permitted to grow up to sixty plants to provide for five patients but our zoning laws do not permit that. The Sheriff's Department and federal agents had been in contact but no one had been able to determine the exact number of plants grown at this property. Mr. Radzik explained that we were left to deal with the violation of the zoning law. He said it had been verified that a District Court order to cease those emissions had been ignored, therefore making it necessary to seek to abate this through the Circuit Court, for which we were requesting authorization.

C. GENERAL LEGAL UPDATE

Attorney Winters reported moving forward with demolishing of the mobile home parks on Harris Road and E. Michigan Ave.

Attorney Winters said the Board needed to decide how to move forward with the problems at yet another David Kircher property, Riley Court, which had resulted in nine Notice of Violations issued this last week.

Mike Radzik provided a brief overview of the deplorable conditions at these apartments, which had resulted in his staff moving forward to seek administrative authorization to deal with those problems permanently.

Ronald Fulton added that he and Bill Elling had gone into additional units and found additional violations in all of them.

Clerk Lovejoy Roe asked if there was something that could be done to legally help tenants facing issues and property owners such as this that were afraid of retaliation by their landlords.

NEW BUSINESS

1. Budget Amendment #6

Clerk Lovejoy Roe briefly explained the amendments.

2. Benefit Package Change

Supervisor Stumbo briefly explained the change and Karen Wallin explained it was a reduced monthly premium.

3. Resolution No. 2012-12

Supervisor Stumbo said the change would limit when fireworks could be displayed.

4. Ordinance No. 2012-42 – Sewer Rate Increase

Jeff Castro, Interim Director of YCUA proved of brief explanation of the increase.

5. HUD Grant

Clerk Lovejoy Roe provided a brief overview regarding the grant for the Re-Imagine project.

Joe Lawson gave a short explanation of the financial breakdown and the planning firm's work.

6. WCRC Sixth Agreement

Supervisor Stumbo briefly explained the agreement and that Barrett Paving which was located on the same street had offered to pay \$20,000 of the cost of this project.

7. Resolution No. 2012-22

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Joe Lawson, Planning Director said the resolution gave the Board final approval of the Master Plan revision.

ADJOURNMENT

The meeting adjourned at approximately 6:55 p.m.

Respectfully submitted,

Karen Lovejoy Roe, Clerk

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

PROPOSED

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

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

Members Absent:	Trustee Jean Hall Currie

Legal Counsel: Wm. Douglas Winters and Angela King

PUBLIC COMMENTS

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

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

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

CONSENT AGENDA

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

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

SUPERVISOR REPORT

7/24/12

• Larry Doe and I attended YCUA Board Meeting

7/25/12

Attended YCUA Interviews for Director

7/26/12

• Attended MPO Committee Meeting (WATS)

7/27/12

• Attended YCUA Interviews for Director

7/30/12

• Attended weekly Police Meeting

CHARTER TOWNSHIP OF YPSILANTI AUGUST 27, 2012 REGULAR MEETING MINUTES PAGE 2

8/7/12

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

8/14/12

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

8/15/12

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

8/16/12

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

8/20/12

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

8/21/12

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

8/22/12

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

8/23/12

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

8/24/12

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

8/27/12

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

Other Events & Requests:

Draft budget will be distributed on Friday.

CHARTER TOWNSHIP OF YPSILANTI AUGUST 27, 2012 REGULAR MEETING MINUTES PAGE 3

CLERK REPORT

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

ATTORNEY REPORT

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

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

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

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

C. GENERAL LEGAL UPDATE

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

NEW BUSINESS

1. BUDGET AMENDMENT #6

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

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

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

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

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

Clerk Lovejoy Roe read the Resolution into the record.

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

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

Clerk Lovejoy Roe read the Resolution into the record.

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

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

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

Clerk Lovejoy Roe read the Resolution into the record.

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

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

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

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

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

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

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

Clerk Lovejoy Roe read the Resolution into the record.

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

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

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

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

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

AUTHORIZATIONS AND BIDS

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

CHARTER TOWNSHIP OF YPSILANTI AUGUST 27, 2012 REGULAR MEETING MINUTES PAGE 6

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

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

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

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

ADJOURNMENT

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

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

Respectfully submitted,

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

OFFICE OF THE TREASURER LARRY J. DOE



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

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

							Date: Time:	08/06/2012 9:17 am
Charter 7	Township of	Ypsilanti			BANK: HAND CHECKS			2
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description		Amount
HAND CH	HECKS Check	ks		*		,		
158682	07/31/2012	Printed		16500	PERSPECTIVE EYECARE	PROFESSIONAL SERVICES		103.00
				Total Ch	necks: 55	Checks Total (excluding void checks):		653,984.57
				Total Payn	nents: 55	Bank Total (excluding void checks):		653,984.57
				Total Payn	nents: 55	Grand Total (excluding void checks):		653,984.57

Accounts Parlables - \$ 534,380.10

Grand Total- \$ 1,188,364.67

HAND Checks- 653,984.57

harter T	ownship of `	Ypsilanti			BANK: HAND CHECKS		Date: Time: Page:	08/06/2012 9:17 am 1
Check [®] Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description		Amour
AND CH	ECKS Check	(S						
58628	07/17/2012	Printed		6821	AT & T	ACCT. #734 480-9586 427 9		39.3
58629	07/17/2012	Printed		6821	AT & T	ACCT, #734 482-2386 398 5		60.8
58630	07/17/2012	Printed		6821	AT & T	ACCT. #734 482-5720 807 3		160.6
58631	07/17/2012	Printed		6821	AT & T	ACCT. #734 482-6733 544 3		39.3
58632	07/17/2012		<u>.</u>	6821	AT & T	ACCT. #734 483-0584 132 0		39.3
58633	07/17/2012	Printed		6821	AT & T	ACCT. #734 483-0777 627 6		310.2
58634	07/17/2012	Printed		6821	AT & T	ACCT. #734 483-4224 435 5		188.6
	07/17/2012	Printed		6821	AT & T	ACCT. #734 483-9550 827 6		23.8
58635								45.1
58636	07/17/2012	Printed		6821	AT & T	ACCT. #734 485-0084 397 9		
58637	07/17/2012	Printed		6821	AT & T	ACCT. #734 485-0081 149 9		128.7
58638	07/17/2012	Printed		6821	AT & T	ACCT. #734 485-1174 097 4		158.6
58639	07/17/2012	Printed		6821	AT & T	ACCT. #734 485-6881 100 9		43.1
58640	07/17/2012	Printed		6821	AT & T	ACCT. #734 544-3800 862 3		257.4
58641	07/17/2012	Printed		6821	AT & T	ACCT. #734 544-4100 851 1		620.5
58642	07/17/2012	Printed		6821	AT & T	ACCT. #734 R01-6553 984 9		241.4
58643	07/17/2012	Printed		6821	AT & T	ACCT. #734 R21-0061 299 8		6,206.2
58644	07/17/2012	Printed		6821	AT & T	ACCT. #734 R21-1069 765 8		864.9
58645	07/17/2012	Printed		0118	DTE ENERGY	GAS & ELECTRIC INVOICES		18,426.4
58646	07/17/2012	Printed		6446	LEVEL 3 COMMUNICATIONS, LLC	ACCT. #909649P		659.9
58647	07/17/2012	Printed		1475	VERIZON WIRELESS	ACCT. #585505481-00001		88.6
58648	07/17/2012	Printed		1475	VERIZON WIRELESS	ACCT. #687012970-00001		60.7
58649	07/17/2012	Printed		0480	YPSILANTI COMMUNITY	ACCT. #2-087-560450-01		1,605.6
58650	07/19/2012	Printed		6384	STAPLES* - ACCOUNT #1026071	SUPPLIES - REPLACEMENT CHECK		360.7
58651	07/23/2012	Printed		16497	MICHAEL & PAMELA BARTLEY	RETURN OF FIRE BOND		7,873.0
58652	07/23/2012	Printed		5049	BLUE CROSS BLUE SHIELD OF MI	HEALTH INSURANCE - AUG. 2012		116,328.2
58653	07/23/2012	Printed		2002	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE - AUG 2012		13,250.5
58654	07/23/2012	Printed		16496	ADIELE G. NWANKWO	RETURN OF FIRE BOND		7,873.0
58655	07/23/2012	Printed		6263	STANDARD INSURANCE COMPANY	LIFE & DISABILITY - AUG 2012		3,537.0
58656	07/24/2012	Printed		0163	WASHTENAW COUNTY ROAD	HIGHWAY & ROAD CONSTRUCTION		167,212.1
58657	07/26/2012		23	6821	AT & T	ACCT. #734 434-2020 090 1		39.2
58658	07/26/2012			6821	AT & T	ACCT. #734 484-3773 758 5		79.5
58659	07/26/2012			6821	AT & T	ACCT. #734 484-7336 868 3		25.2
58660	07/26/2012			0363	COMCAST CABLE	ACCT. #09588 356113-05-9		130.9
58661	07/26/2012	Printed		0363	COMCAST CABLE	ACCT. #09588 302000-01-0		100.7
58662	07/26/2012	Printed		0363	COMCAST CABLE	ACCT. #09588 352887-01-2		81.9
58663	07/26/2012	Printed		0363	COMCAST CABLE	ACCT. #09588 284370-01-0		103.1
58664	07/26/2012	Printed		0363	COMCAST CABLE	ACCT. #09588 272989-01-3		32.9
58665	07/26/2012	Printed		0119	DTE ENERGY**	STREETLIGHTS - JUNE 2012		77,356.5
58666	07/26/2012			0426	GUARDIAN ALARM	BILLING: 7200 S. HURON RIVER		305.1
58667	07/26/2012			16486	PAETEC	ACCT. #5229787		616.0
58668	07/26/2012	Printed		4402	TDS METROCOM	ACCT. #825 609 0021		870.0
58669	07/26/2012	Printed		6215	UNITED STATES POSTMASTER	POSTAGE COST		4,886.5
58670	07/26/2012	Printed		15934	WASTE MANAGEMENT	ACCT. #389-0054717-1389-0		749.7
58671	07/26/2012	Printed		15934	WASTE MANAGEMENT	ACCT. #389-0054724-1389-6		2,705.2
58672	07/26/2012	Printed		6039	WASTE MANAGEMENT*	ACCT. #389-81683		25,829.
58673	07/26/2012	Printed		6039	WASTE MANAGEMENT*	ACCT. #389-81680		106,817.3
58674	07/26/2012			6039	WASTE MANAGEMENT*	ACCT. #389-81682		22,088.
58675	07/26/2012	Printed		6039	WASTE MANAGEMENT*	ACCT. #389-80751		1,377.8
58676	07/27/2012			2039	DTE ENERGY COMPANY -	LAKEVIEW SUBDIVSION STREETLIGH		34,324.7
58677	07/27/2012	Printed		16404	WELLS FARGO FINANCIAL LEASING	GOLF CART LEASE - AUG. 2012		5,503.8
58678	07/31/2012	Printed		15927	DTE ENERGY	CUT & CAP OF UTILITIES		2,880.0
58679	07/31/2012			15887	POLO FIELDS GOLF & COUNTRY	BUILDING RENTAL - ELECTIONS		1,100.0
0000	07/31/2012	Printed		0480	YPSILANTI COMMUNITY	ACCT. #2-037-360000-01		98.7
58680					DTE ENERGY	GAS & ELECTRIC INVOICES		19,073.3

Charter T	Township of	Ypsilanti			BANK:		Date: Time: Page:	08/06/2012 9:15 am 1
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description		Amount
Checks								
158683	08/06/2012	Printed		0657	14-B DISTRICT COURT	SMALL CLAIMS		60.00
158684	08/06/2012			6858	ABBEY DOOR	LOCK REPAIR FOR DEPUTY		475.00
100001	00/00/2012	1 milea				TREASUR		
158685	08/06/2012	Printed		12040	ABRAHAM & GAFFNEY PC	PROFESSIONAL SERVICES		1,000.00
158686	08/06/2012	Printed		8412	ACO HARDWARE	SUPPLIES		21.95
158687	08/06/2012	Printed		0560	ALLGRAPHICS CORPORATION	T-SHIRTS FOR YOUTH PROGRAM		333.75
158688	08/06/2012	Printed		0017	ANN ARBOR CLEANING SUPPLY	SUPPLIES		1,161.53
158689	08/06/2012	Printed		15559	ANN ARBOR.COM	PUBLISHING		131.40
158690	08/06/2012			6820	ANN ARBOR.COM	PUBLISHING		740.00
158691	08/06/2012			6211	APOLLO FIRE APPARATUS	FIXING LEAKING VALVES ON		935.96
120091	00/00/2012	Philleo		0211	REPAIR	THE E		
158692	08/06/2012	Printed		0909	AT & T*	ACCT. #053 294-5218 001		34.11
158693	08/06/2012	Printed		1387	ATLAS PEN AND PENCIL CORP.	PRO SHOP RESALE GOLF TEES		455.95
158694	08/06/2012	Printed		0215	AUTO VALUE YPSILANTI	SUPPLIES		403.68
158695	08/06/2012	Printed		15941	TODD J. BARBER	PROFESSIONAL SERVICES		3,941.60
158696	08/06/2012			15941	TODD J. BARBER	BUILDING INSPECTIONS		1,925.00
158697	08/06/2012	Printed		16504	MEREDITH BARRON	REFUND - ROOM RENTAL		130.00
158698	08/06/2012	Printed		16357	BC PAINTING	LABOR AND MATERIALS, SAND BLAS		363.00
158699	08/06/2012	Printed		6702	BELFOR USA	LOCATION: 1355 DESOTO		471.50
158700	08/06/2012			6702	BELFOR USA	LOCATION: 2160 MAJORIE		114.75
158701	08/06/2012			6702	BELFOR USA	LOCATION: 2143 MERRILL		121.25
158702	08/06/2012			6702	BELFOR USA	LOCATION: 1754 MICHIGAN AVE.		289.50
158703	08/06/2012	Printed		16501	CAROL ANN BLACK	SUMMER CAMP FIELD TRIP		250.00
158704	08/06/2012			15847	CHRISTOPHER BLINSTRUB	REFEREE		130.00
158704	08/06/2012	Printed		8160	MATT BLINSTRUB	UMPIRE		24.00
158705	08/06/2012			2973	MARIALANA BRANCH	UMPIRE		54.00
158707	08/06/2012			1186	BREWER'S INC.	TOWING ENGINE 14-4 TO MICHIGAN		550.00
158708	08/06/2012	Printed		6959	BUTZEL LONG	PROFESSIONAL SERVICES		16,466.88
158709	08/06/2012			16499	JILL CAHILL	REFUND - ROOM RENTAL		130.00
158710	08/06/2012			16356	CANNONSBURG WOOD	REPLENISH SAFETY		2,315.00
158711	08/06/2012			0870	PRODUCTS CHARTER TOWNSHIP OF	SURFACING "FA UTILITIES - GREEN OAKS		22.68
130711	00/00/2012	Finted		0070	SUPERIOR	STILLINES STILLING #10		
158712	08/06/2012	Printed		6718	CIGAR MAN	PRO SHOP RESALE CIGARS		138.35
158713	08/06/2012	Printed		2276	CINCINNATI TIME SYSTEMS	EQUIPMENT RENTAL		1,340.00
158714	08/06/2012	Printed		15452	COLD CUT KRUISE	PRO SHOP RESALE		199.70
158715	08/06/2012	Printed		1312	COMPLETE BATTERY SOURCE	AUTO MAINTENANCE		29.95
158716	08/06/2012	Printed		6974	TERRY CONDIT	UMPIRE		135.00
158717	08/06/2012	Printed		6947	CONFERENCE OF WESTERN WAYNE	PROFESSIONAL SERVICES		450.00
158718	08/06/2012	Printed		0582	CONGDON'S	SUPPLIES		311.33
158719	08/06/2012	Printed		16503	DAWID & GATTI, PLLC	ATTORNEY FEES		869.00
158720	08/06/2012	Printed		16467	DANNY DOUGLAS	UMPIRE		40.00
158721	08/06/2012	Printed		0145	DOUGLASS SAFETY SYSTEMS	ANNUAL BENCH TEST		4,720.00
158722	08/06/2012	Printed		4706	ED'S GARAGE	PARKS & GROUNDS TRK#16 REPAIRS		1,364.83
158723	08/06/2012	Printed		0527	ELECTION SYSTEMS & SOFTWARE	REPAIRS & MAINTENANCE		1,794.50
158724	08/06/2012	Printed		5736	FEDERAL ENERGY REGULATORY COMM	ANNUAL CHARGES		3,029.94
158725	08/06/2012	Printed		1200	FEDERAL EXPRESS CORPORATION	POSTAGE		33.66
158726	08/06/2012	Printed		15034	FONDRIEST ENVIRONMENTAL,	ANNUAL FEE TO HOST WATER QUALI		950.00
158727	08/06/2012	Printed		16468	ALLEN TERRELL GARDETTE	UMPIRE		24.00
158728	08/06/2012			0073	GENE BUTMAN FORD	AUTO MAINTENANCE		353.47
158729	08/06/2012			6071	GOVERNMENT FINANCE	MEMBERSHIP & DUES		305.00
					OFFICERS			2,850.00
158730	08/06/2012	Printed		6161	GOVERNMENTAL CONSULTANT	F PROFESSIONAL SERVICES		2,850

Charter 1	Fownship of	Ypsilanti			BANK:		Date: Time: Page:	08/06/2012 9:15 am 2
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description		Amount
Checks								
158731	08/06/2012	Printed		0107	GRAINGER	SUPPLIES		1,141.45
158732	08/06/2012	Printed		3391	GRAYBAR	SUPPLIES		67.44
158733	08/06/2012			0070	GREAT LAKES TELECOM, INC.	TELEPHONE		142.30
158734	08/06/2012	Printed		6414	GRIFFIN PEST SOLUTIONS	LOCATION: STATION #4		87.00
158735	08/06/2012							1.500.00
				0158	MARK HAMILTON	ATTORNEY FEES - AUG. 2012		
158736	08/06/2012			15884	HEPPNER LANDSCAPE SERVICES	TWP. MOWING PROPERTIES		855.00
158737	08/06/2012			15884	HEPPNER LANDSCAPE SERVICES	Mowing Twp. Properties		935.00
158738	08/06/2012			15884	HEPPNER LANDSCAPE SERVICES	PROFESSIONAL SERVICES		1,134.00
158739	08/06/2012	Printed		15884	HEPPNER LANDSCAPE SERVICES	TWP. MOWING LOTS		695.00
158740	08/06/2012	Printed		15884	HEPPNER LANDSCAPE SERVICES	PROFESSIONAL SERVICES		460.00
158741	08/06/2012	Printed		15884	HEPPNER LANDSCAPE SERVICES	TWP. MOWING LOTS		815.00
158742	08/06/2012	Printed		15884	HEPPNER LANDSCAPE SERVICES	TWP. MOWING PROPERTIES		1,117.00
158743	08/06/2012	Printed		15884	SERVICES HEPPNER LANDSCAPE SERVICES	PROFESSIONAL SERVICES		735.00
158744	08/06/2012	Printed		15884	HEPPNER LANDSCAPE	PROFESSIONAL SERVICES		720.00
158745	08/06/2012	Drintod		6547	SERVICES HERITAGE NEWSPAPERS	PUBLISHING		278.40
158746 158747	08/06/2012 08/06/2012	Printed Printed		0503 15474	HOME DEPOT TINA HOTCHKISS	SUPPLIES REIMBURSEMENT - ART		889.56 80.00
450740	0010010010	D · · · ·		0000		MATERIALS		
158748	08/06/2012	Printed		2898	HURON VALLEY AMBULANCE	FIRE DISPATCHING SERVICES)	5,751.17
158749	08/06/2012			6055	IIMC	MEMBERSHIP		75.00
158750	08/06/2012			15788	INLAND	EMERGENCY SERVICE FOR 6-29 & 6		4,530.00
158751	08/06/2012			4467	JOHN DEERE LANDSCAPES	SUPPLIES		81.51
158752	08/06/2012			15754	KELLOGG HOTEL & CONFERENCE CTR	REGISTRATION FEES FOR 63RD ANN		975.00
158753	08/06/2012	Printed		0391	KONICA MINOLTA - ALBIN	EQUIPMENT MAINTENANCE		118.27
158754	08/06/2012	Printed		15493	ADAM KURTINAITIS	ELECTRICAL INSPECTIONS		720.00
158755	08/06/2012	Printed		16477	WARREN LEIDLEIN	UMPIRE		12.00
158756	08/06/2012	Printed		6198	LEITELT IRON WORKS	REPLACEMENT PARTS FOR GENERATO		9,850.00
158757	08/06/2012	Printed		7038	LINCOLN SCHOOL DISTRICT	DEL PP TAXES		224.88
158758	08/06/2012	Printed		6467	LOWES	SUPPLIES		521.78
158759	08/06/2012	Printed		11330	LSL PLANNING INC	PROFESSIONAL SERVICES		237.50
158760	08/06/2012	Printed		0253	MCLAIN AND WINTERS	LEGAL SERVICES - JULY 2012		9,775.00
158761	08/06/2012	Printed		16445	MCMASTER-CARR	SPECIAL WRENCH FOR TURBINE		384.85
158762	08/06/2012	Printed		6904	MDA - MAXX SUNGLASSES	PRO SHOP RESALE SUNGLASSES		262.00
158763	08/06/2012	Printed		16165	MICHIGAN ABILITY PARTNERS	MAP PROGRAM		1,258.60
158764	08/06/2012			5637	MICHIGAN ELVISFEST	ELVIS FEST TICKET SALES		1,451.38
158765	08/06/2012			16461	MICHIGAN LINEN SERVICE, INC.	LAUNDRY - FIRE DEPT.		1,839.61
158766	08/06/2012	Printed		0044	MICHIGAN MUNICIPAL LIABILITY	INSURANCE & BONDS		5,000.00
158767	08/06/2012	Printed		2942	MICHIGAN TOURNAMENT	MAINTENANCE AGREEMENT -		825.00
158768	08/06/2012	Printed		15402	FLEET, INC MIDWEST MEDICAL CENTER	AUG. HOSPITAL PHYSICALS		210.00
158769	08/06/2012			16462	DAVID MONFORTON	UMPIRE		54.00
158770	08/06/2012			2986	NAPA AUTO PARTS*	PURCHSE OF TRAILER HITCH		681.81
158771	08/06/2012	Printed		6278	OBRYAN'S LOCK & KEY*	REPAIRS & MAINTENANCE		820.00
158772	08/06/2012			2997	OFFICE EXPRESS	SUPPLIES		740.66
158772								29.99
	08/06/2012			6893	OFFICE MAX* #434705	SUPPLIES		
158774	08/06/2012			0147	OSCAR W. LARSON CO.	REPAIR OF FUEL/TANK MONITOR @		1,559.19
158775	08/06/2012	Printed		16502	CAROL ANN OWENS	SUMMER CAMP PROGRAM		275.00

Charter T	ownship of	Ypsilanti			BANK:		Date: Time: Page:	08/06/2012 9:15 am 3
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description		Amour
Checks	Duto		Buto	Transor				
158776	08/06/2012	Printed		0913	PARKWAY SERVICES, INC.	RENTAL - FORD HERITAGE		168.0
158777	08/06/2012	Printed		15766	PARS ICE CREAM	PARK PRO SHOP RESALE ICE		391.6
158778	08/06/2012	Printed	2 8	0327	PINTER'S FLOWERLAND, INC.	CREAM		173.2
158779	08/06/2012			0339	POST, SMYTHE, LUTZ AND ZIEL			3,176.2
158780	08/06/2012	Printed		16478	PRO POWER	REPAIR PARTS FOR IRRIATION SYS		107.0
158781	08/06/2012	Printed		6045	QPS PRINTING	SUPPLIES		124.9
158782	08/06/2012			6953	QUILL OFFICE SUPPLIES	SUPPLIES		85.8
158783	08/06/2012	Printed		3214	RENT A WRECK	LEASE		120.0
158784	08/06/2012	Printed		16395	RESIDEX TURFGRASS ***	POND SUPPLIES		3,562.5
158785	08/06/2012	Printed		15386	RICOH AMERICAS CORPORATION	EQUIPMENT RENTAL		67.6
158786	08/06/2012	Printed		6308	RKA PETROLEUM	REFILL 87 E-10 GAS TANK AT GRE		12,948.8
158787	08/06/2012	Printed		0918	ROLLING HILLS COUNTY PARK	SUMMER CAMP FIELD TRIP. WEEK 6		205.0
158788	08/06/2012	Printed		0371	SAFEGUARD BUSINESS SYSTEMS	TO REPLACE STOCK		452.4
158789	08/06/2012	Printed		0634	SAM'S CLUB DIRECT	SUPPLIES		481.0
158790	08/06/2012	Printed		0395	SHRADER TIRE & OIL	REPAIRS		278.8
158791	08/06/2012	Printed		8489	ROLLAND SIZEMORE III	ATTORNEY FEES		772.6
158792	08/06/2012			15751	SOUTHERN COMPUTER WAREHOUSE	EQUIPMENT		176.4
158793	08/06/2012	Printed		1507	SPARTAN DISTRIBUTORS	PARKS & GROUNDS TORO MOWER #30		881.1
158794	08/06/2012	Printed		0399	SPEARS FIRE & SAFETY SERVICE	FIRE & SAFETY SERVICES		131.5
158795	08/06/2012	Printed		16364	SPICER GROUP	PROFESSIONAL SERVICES		6,702.5
158796	08/06/2012	Printed		15897	GARY STAFFORD	UMPIRE		32.0
158797	08/06/2012	Printed		0632	STERICYCLE INC	MEDICAL WASTE DISPOSAL		225.2
158798	08/06/2012	Printed		0449	SYSCO FOOD SERVICES OF DETROIT	PRO SHOP RESALE SNACK BAR		2,153.3
158799	08/06/2012			1227	TARGET INFORMATION	TO REPLACE STOCK		2,397.5
158800	08/06/2012			2597	U.S. POSTAL SERVICE*	BRM ANNUAL MAINTENANCE		605.0
158801	08/06/2012			2597	U.S. POSTAL SERVICE*	BRM ANNUAL PERMIT		190.0
158802	08/06/2012			16384	UNIFIED TELECOM SOLUTIONS,			2,077.2
158803	08/06/2012			6523	UNIQUE 1 SERVICE	COOLANT LEAK OF E 14-2		1,012.0
158804	08/06/2012			3082	UNIVERSITY TRANSLATORS	TRANSLATOR SERVICES		420.0
158805	08/06/2012			7045	VAN BUREN SCHOOL DISTRICT			436.7
158806	08/06/2012			6627	VICTORY LANE	AUTO MAINTENANCE		299.8
158807	08/06/2012			6028	WASHTENAW AREA TRANSPORTATION	MEMBERSHIP & DUES		4,097.0
158808 158809	08/06/2012			7035 0163	WASHTENAW COMMUNITY COLLEGE# WASHTENAW COUNTY ROAD	DEL PP TAXES DEBT SRVS INTEREST -		934.0 306,750.0
158810	08/06/2012			7005	WASHTENAW COUNTY	HIGHWYS DEL PP TAXES		2,965.7
158811	08/06/2012			0444	TREASURER WASHTENAW COUNTY	TRAILER FEES - JUNE 2012		2,885.0
158812	08/06/2012			0444	TREASURER# WASHTENAW COUNTY	SHERIFF PATROL		52,200.2
158813	08/06/2012			7042	TREASURER# WASHTENAW INTERMEDIATE	DEL PP TAXES		906.7
158814	08/06/2012			7044	WAYNE ISD	DEL PP TAXES		80.1
158815	08/06/2012			3011	WEST PAYMENT CENTER	SUBSCRIPTION SUPPLIES		104.7
158816	08/06/2012			7036	WILLOW RUN SCHOOL DISTRICT	DEL PP TAXES		1,407.1
158817	08/06/2012	Printed		16498	TYWANA WYATT-FREDENBERG	PROGRAM INSTRUCTOR		63.0
158818	08/06/2012	Printed		16294	JOEL YANKEY	REFEREE		69.0
158819	08/06/2012	Printed		0480	YPSILANTI COMMUNITY	ACCT. #2-060-771600-01		3,616.4
158820	08/06/2012	Printed		7034	YPSILANTI DISTRICT LIBRARY	DEL PP TAXES		703.1
158821	08/06/2012	Printed		16427	YPSILANTI PUBLIC SCHOOLS	SCHOOL CROSSING GUARD		2,430.8
100021								

Charter 1	Fownship of	Ypsilanti			BANK:			Date: Time: Page:	08/06/2012 9:15 am 4
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name		Check Description		Amount
Checks									
158823	08/06/2012	Printed		15250	YPSILANTI TOWNSHIP RI DEPT.	EC.	ELVISFEST TICKET SALES		256.12
158824	08/06/2012	Printed		6417	YPSILANTI TWP PETTY C	ASH	REIMBURSE PETTY CASH		103.28
158825	08/06/2012	Printed		0494	ZEE MEDICAL SERVICE COMPANY		SUPPLIES		295.64
158826	08/06/2012	Printed		0729	ZEP MANUFACTURING COMPANY		SUPPLIES		121.48
			8	Total Ch	ecks: 144	Checks	Total (excluding void checks)	:	534,380.10
				Total Payn	nents: 144	Bank	Total (excluding void checks)	:	534,380.10
				Total Payn	nents: 144	Grand	Total (excluding void checks)	:	534,380.10

Charter 1	Fownship of	Ypsilanti			BANK: HAND CHECKS		Date: Time: Page:	08/20/2012 4:06 pm 2
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description		Amount
HAND CH	IECKS Checl	(S						
158881	08/16/2012	Printed		6039	WASTE MANAGEMENT*	ACCT. #389-81686		275.00
158882	08/16/2012	Printed		6039	WASTE MANAGEMENT*	ACCT. #389-80751		1,237.29
158883	08/16/2012	Printed		0480	YPSILANTI COMMUNITY	ACCT. #4-070-428255-01		448.06
				Total C	hecks: 57	Checks Total (excluding void checks):		336,556.46
				Total Pay	ments: 57	Bank Total (excluding void checks):	-	336,556.46
				Total Pay	nents: 57	Grand Total (excluding void checks):	-	336,556.46

Accounts Parable Checks

690,636.89

HAND Checks

336,556.46

GrAnd Total

1,027,193.32

harter T	ownship of `	Ypsilanti			BANK:	Tir	0/2012: 03 pm: 1
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amour
Checks							
158884	08/20/2012	Printed		2937		BOARD UP	917.9
158885	08/20/2012	Printed		8412	INC. ACO HARDWARE	SUPPLIES	10.9
158886	08/20/2012			0049	ALL SEASONS LANDSCAPING CO.	SUPPLIES	9.9
58887	08/20/2012	Printed		15176	SUSAN ALLSHOUSE	PREP OF TEST BALLOTS	750.0
158888	08/20/2012	Printed		15084	ALTERNATIVE COMPUTER TECH	DESKTOP/SERVER SECURITY/ANTI M	3,970.0
158889	08/20/2012	Printed	.X.	0175	AMERICAN ARBITRATION ASSOC.	LABOR CONSULTANT	225.0
158890	08/20/2012	Printed		0017	ANN ARBOR CLEANING SUPPLY	SUPPLIES	911.8
158891	08/20/2012	Printed		0022	ANN ARBOR WELDING SUPPLY	MEDICAL SUPPLIES	106.4
158892	08/20/2012	Printed		0215	AUTO VALUE YPSILANTI	SUPPLIES	79.9
158893	08/20/2012	Printed		15941	TODD J. BARBER	BUILDING INSPECTIONS	1,325.0
158894	08/20/2012	Printed		6971	BIO-CARE, INC.	RESPIRATORY MEDICAL CLEARANCE	2,206.0
158895	08/20/2012	Printed		15847	CHRISTOPHER BLINSTRUB	REFEREE	128.0
158896	08/20/2012	Printed		8274	BUDGET TOWING	TOWING	67.
158897	08/20/2012	Printed		16090	CAMTRONICS	MONTHLY SERVICE CONTRACT	101.
158898	08/20/2012	Printed		6718	CIGAR MAN	PRO SHOP RESALE CIGARS	102.
58899	08/20/2012	Printed		0825	CITY OF YPSILANTI	PURCHASE OF SALT	241.
58900	08/20/2012	Printed		15370	CLEVELAND GOLF SRIXON	PRO SHOP RESALE GOLF BALLS	317.
58901	08/20/2012			15452	COLD CUT KRUISE	PRO SHOP RESALE	128.
158902	08/20/2012			1312	COMPLETE BATTERY SOURCE		115.
158903	08/20/2012	Printed		0582	CONGDON'S	SUPPLIES	570.
58904	08/20/2012			0145	DOUGLASS SAFETY SYSTEMS	REPAIR PARTS FOR SCBA AIR CYLI	155.
158905	08/20/2012			6951	EMERGENCY VEHICLES PLUS	ENGINE COOLER FOR LADDER 14-1	1,924. 141.
158906	08/20/2012			1200	FEDERAL EXPRESS CORPORATION	POSTAGE	
158907	08/20/2012	Printed		16443	FLOYD'S RIGGING AND MACHINERY	NEED TO GET GATE #4 OPERATIONA	2,594.
158908	08/20/2012	Printed		16506	DOSHIE GASTON	REFUND - ROOM RENTAL	230.
158909	08/20/2012	Printed		1233	GORDON FOOD SERVICE INC.	SUPPLIES	84.
158910	08/20/2012	Printed		0107	GRAINGER	SUPPLIES	343.
158911	08/20/2012	Printed		16507	INGRID HAMILTON	REFUND - ROOM RENTAL	120
158912	08/20/2012	Printed		0158	MARK HAMILTON	ATTORNEY FEES - AUG. 2012	1,500
158913	08/20/2012	Printed		15884	HEPPNER LANDSCAPE SERVICES	MOWING TWP. PROPERTIES	445
158914	08/20/2012	Printed		15884	HEPPNER LANDSCAPE SERVICES	PROFESSIONAL SERVICES	216
158915	08/20/2012	Printed		15884	HEPPNER LANDSCAPE SERVICES	PROFESSIONAL SERVICES	670
158916	08/20/2012	Printed		15884	HEPPNER LANDSCAPE SERVICES	PROFESSIONAL SERVICES	290
158917	08/20/2012	Printed		15884	HEPPNER LANDSCAPE SERVICES	PROFESSIONAL SERVICES	190
158918	08/20/2012	Printed		15884	HEPPNER LANDSCAPE SERVICES	TWP. MOWING	350
158919	08/20/2012	Printed		2831	HERKIMER RADIO SERVICE	REPAIR UNWORKING HEADSETS IN E	962
158920	08/20/2012	Printed		16505	LISA HICKS	REFUND - ROOM RENTAL	80
158921	08/20/2012	Printed		0503	HOME DEPOT	SUPPLIES	577
158922	08/20/2012			0503	HOME DEPOT	SUPPLIES	185
158923	08/20/2012	Printed		0174	HONEYWELL	ENERGY IMPROVEMENT	1,641
158924	08/20/2012	Printed		2898	HURON VALLEY AMBULANCE	FIRE DISPATCHING SERVICES	5,751
158925	08/20/2012	Printed		8628	HURON VALLEY HUMANE	REFUND: DOG LICENCE	18
		D		45700	SOCIETY	STANDBY RESCUE SERVICES	875
158926	08/20/2012			15788			369
158927	08/20/2012			4467	JOHN DEERE LANDSCAPES		150
158928	08/20/2012	Printed		16408	JTW PIPES LLC	WORK DONE @ COMMUNITY CTR. WOM	100

Charter T	Fownship of `	Ypsilanti			BANK:		Date: Time: Page:	08/20/2012 4:03 pm 2
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description		Amount
Checks								
158929	08/20/2012	Printed		0391	KONICA MINOLTA - ALBIN	EQUIPMENT MAINTENANCE		27.77
158930	08/20/2012	Printed		15493	ADAM KURTINAITIS	ELECTRICAL INSPECTIONS		750.00
158931	08/20/2012	Printed	1	0519	LEISURE PURSUITS, INC.	AMUSEMENT PARK TICKETS		1,521.75
158932	08/20/2012			6198	LEITELT IRON WORKS	FOR SERVICE PERFORMED ON 6/29,		2,541.00
158933	08/20/2012	Printed		12826	ERIC LIONQUIST	REFUND - BALLET TAP JAZZ		70.00
158934	08/20/2012	Printed		6467	LOWES	SUPPLIES		130.48
158935	08/20/2012	Printed		11330	LSL PLANNING INC	PROFESSIONAL SERVICES		1,730.00
158936	08/20/2012	Printed		13385	LYLE TRUCKING INC.	PROFESSIONAL SERVICES		10,420.00
158937	08/20/2012	Printed		0253	MCLAIN AND WINTERS	LEGAL SERVICES - JULY 2012		104,779.81
158938	08/20/2012	Printed		16165	MICHIGAN ABILITY PARTNERS	MAP PROGRAM		930.00
158939	08/20/2012	Printed		16461	MICHIGAN LINEN SERVICE, INC.	LAUNDRY - FIRE DEPT.		1,220.19
158940	08/20/2012	Printed		0172	MICRO SOURCE INC.	VEEAM BACKUP AND REPLICATION L		5,424.00
158941	08/20/2012	Printed		15402	MIDWEST MEDICAL CENTER	HOSPITAL PHYSICALS		60.00
158942	08/20/2012	Printed		2986	NAPA AUTO PARTS*	PARKS & GROUNDS TRK#63 TRAILER		109.33
158943	08/20/2012	Printed		2997	OFFICE EXPRESS	SUPPLIES		67.92
158944	08/20/2012	Printed		0566	ORIENTAL TRADING COMPANY, INC.			79.49
158945	08/20/2012	Printed		0463	OSBURN INDUSTRIES, INC.	HARRIS PARK INFIELD WORK		1,110.89
158946	08/20/2012	Printed		0147	OSCAR W. LARSON CO.	SERVICE CALLS-REPLACE DIESEL N		360.03
158947	08/20/2012			0913	PARKWAY SERVICES, INC.	RENTAL - FORD HERITAGE		190.00
158948	08/20/2012	Printed		15766	PARS ICE CREAM	CREDIT INVOICE #92703931		339.26
158949	08/20/2012	Printed		16508	LIZABETH PINKOWSKI	5200 ELLIS ROAD BOND RETURN		6,000.00
158950	08/20/2012			0327	PINTER'S FLOWERLAND, INC.	SUPPLIES		30.00
158951	08/20/2012	Printed		0319	PITNEY BOWES INC.*^	SUPPLIES		149.99
158952	08/20/2012			0339	POST, SMYTHE, LUTZ AND ZIEL			3,176.25
158953	08/20/2012			1637	RESIDEX	FERTILIZER		1,627.00
158954	08/20/2012			16395	RESIDEX TURFGRASS ***	FERTILIZER		1,381.80
158955	08/20/2012			15386	RICOH AMERICAS CORPORATION	EQUIPMENT RENTAL		963.69
	08/20/2012			0395	SHRADER TIRE & OIL	REPAIRS		203.90
158957	08/20/2012			6288	SIGNS BY TOMORROW	SIGNS		96.90
158958	08/20/2012			3978	SOLOMON DIVING INC.	NEED TO GET GATE #4 OPERATIONA		4,470.00
158959	08/20/2012			15751	SOUTHERN COMPUTER WAREHOUSE	SUPPLIES		3,034.65
158960	08/20/2012			1507	SPARTAN DISTRIBUTORS STADIUM TROPHY	REPAIR PARTS		34.73 66.00
158961	08/20/2012			1338		ADULT SOFTBALL TROPHIES		360.70
158962 158963	08/20/2012 08/20/2012			6384 0872	STAPLES* - ACCOUNT #1026071 STATE OF MICHIGAN#	CODE OFFICIAL REGISTRATION		225.00
158964	08/20/2012	Printed		16150	STORMAGIC	ANNUAL MAINTENANCE RENEWAL FOR		478.00
158965	08/20/2012	Printed		0449	SYSCO FOOD SERVICES OF DETROIT	PRO SHOP RESALE SNACK BAR		926.52
158966	08/20/2012	Printed		4087	TASK FORCE TIPS	REPLACEMENT PARTS FOR ENGINE 3		396.50
158967	08/20/2012	Printed		0468	TITLEIST	PRO SHOP RESALE GOLF BALLS		1,904.11
158968	08/20/2012	Printed		0497	VAN BUREN STEEL & FABRICATING	MAINTENANCE SUPPLIES		299.00
158969 158970	08/20/2012 08/20/2012			6627 16302	VICTORY LANE W.J. O'NEIL COMPANY	AUTO MAINTENANCE REPAIR TO A/C SYSTEM		59.71 2,697.89
158971	08/20/2012	Printed		0163	WASHTENAW COUNTY ROAD	@FLP HOUS TRAFFIC CALMING DEVICES		34,552.45
158972	08/20/2012	Printed		0444	WASHTENAW COUNTY	APPROV SHERIFF PATROL		459,862.00
158973	08/20/2012	Printed		6271	TREASURER# WILLOW RUN COMMUNITY SCHOOLS	RENT		452.00

Charter T	Fownship of	Ypsilanti			BANK:			Date: Time: Page:	08/20/2012 4:03 pm 3
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name		Check Description		Amount
Checks									
158974	08/20/2012	Printed		4263	WOLVERINE FREIGHTI	INER	REPAIR AND LABOR OF LADDER 14-		1,593.51
158975	08/20/2012	Printed		1306	WOLVERINE SPORTS		SUPPLIES		35.80
158976	08/20/2012	Printed		5381	THOMAS NEAL YANKE	Y	REFEREE		23.00
158977	08/20/2012	Printed		7054	YCUA		ASSESSING VEHICLE #5 A/C REPAI		255.41
158978	08/20/2012	Printed		0480	YPSILANTI COMMUNIT	Y	PARKS & GROUNDS TRUCK #36 R &		987.30
158979	08/20/2012	Printed		6417	YPSILANTI TWP PETTY	CASH	REIMBURSE PETTY CASH		198.74
158980	08/20/2012	Printed		0494	ZEE MEDICAL SERVICE COMPANY	1	SUPPLIES		80.76
				Total Ch	ecks: 97	Checks	Total (excluding void checks):	1	690,636.89
				Total Payn	nents: 97	Bank	Total (excluding void checks):	<u>.</u>	690,636.89
				Total Payn	nents: 97	Grand	I Total (excluding void checks):	-	690,636.89

Charter	Township of	Ynsilanti			BANK: HAND CHECKS		Date: Time: Page:	08/20/2012 4:06 pm 1
Check	Check	Status	Void/Stop	Vendor			Faye.	
Number		Olalus	Date	Number	Vendor Name	Check Description		Amount
HAND C	HECKS Chec	ks						
158827	08/07/2012	Printed		6821	AT & T	ACCT. #734 480-9586 427 9		39.20
158828	08/07/2012	Printed		6821	AT & T	ACCT. #734 482-5720 807 3		84.37
158829	08/07/2012	Printed		6821	AT & T	ACCT. #734 482-6733 544 5		39.16
158830	08/07/2012			6821	AT & T	ACCT. #734 483-0584 132 0		39.20
158831	08/07/2012			6821	AT & T	ACCT. #734 483-0777 627 6		291.74
158832	08/07/2012			6821	AT & T	ACCT. #734 483-4224 435 5		189.16
158833	08/07/2012	Printed		6821	AT & T	ACCT. #734 483-9550 827 6		22.75
158834	08/07/2012			6821	AT&T	ACCT. #734 485-0084 397 9		45.30
158835	08/07/2012			6821	AT & T	ACCT. #734 485-1174 097 4		159.19 95.68
158836 158837	08/07/2012 08/07/2012	Printed Printed		6821 6821	AT & T AT & T	ACCT. #734 485-5303 150 6 ACCT. #734 487-8104 411 3		257.84
158838	08/07/2012			6821	AT & T	ACCT. #734 487-8104 411 3		259.94
158839	08/07/2012			6821	AT & T	ACCT. #734 544-3800 862 3		239.94
158840	08/07/2012			6821	AT & T	ACCT. #734 544-4100 851 1		613.09
158841	08/07/2012			6821	AT & T	ACCT. #734 R01-6553 984 9		241.49
158842	08/07/2012	0.0000000000		6821	AT & T	ACCT. #734 R21-1069 765 8		1,037.59
158843	08/07/2012			0363	COMCAST CABLE	ACCT. #09588 290692-01-0		201.95
158844	08/07/2012			0363	COMCAST CABLE	ACCT. #09588 301061-01-3		211.90
158845	08/07/2012			0363	COMCAST CABLE	ACCT. #09588 356113-05-9		92.49
158846	08/07/2012	Printed		0363	COMCAST CABLE	ACCT. #09588 344688-01-4		71.95
158847	08/07/2012	Printed		0363	COMCAST CABLE	ACCT. #09588 307929-01-7		206.90
158848	08/07/2012	Printed		0363	COMCAST CABLE	ACCT. #09588 308476-01-7		81.90
158849	08/07/2012	Printed		0363	COMCAST CABLE	ACCT. #09588 290641-01-7		37.11
158850	08/07/2012	Printed		0426	GUARDIAN ALARM	BILLING: 1775 E. CLARK		453.93
158851	08/07/2012			16370 16370	PROGRESSIVE BENEFIT	HRA UTILIZATION - JULY 2012 HRA UTILIZATION - JULY 2012		13,493.78 11,328.66
158852 158853	08/07/2012			16370	PROGRESSIVE BENEFIT SOLUTIONS PROGRESSIVE BENEFIT	MONTHLY ADMIN FEE		1,172.50
					SOLUTIONS			
158854	08/07/2012			1475	VERIZON WIRELESS	ACCT. #585505481-00001		89.27
158855	08/07/2012			15934	WASTE MANAGEMENT	ACCT. #389-0054671-1389-9		209.81
158856	08/07/2012			15934	WASTE MANAGEMENT	ACCT. #389-0054729-1389-5		442.91
158857	08/07/2012			6039	WASTE MANAGEMENT*	ACCT. #389-81686		350.00
158858	08/07/2012			0480	YPSILANTI COMMUNITY	ACCT. #4-087-560200-01		2,426.00 77.96
158859 158860	08/09/2012 08/09/2012			1233 6161	GORDON FOOD SERVICE INC. GOVERNMENTAL CONSULTANT			2,850.00
158861	08/09/2012			15792	V & J CEMENT	HEALTH AND SAFETY SIDEWALK REP		4,985.00
158862	08/09/2012	Printed		6384	STAPLES* - ACCOUNT #1026071			360.70
158863	08/16/2012			0017	ANN ARBOR CLEANING SUPPLY	SUPPLIES		962.03
158864	08/16/2012			0022	ANN ARBOR WELDING SUPPLY			199.50
158865	08/16/2012			6821		ACCT. #734 434-2020 090 1 ACCT. #734 R21-0061 299 8		42.89 6,195.47
158866	08/16/2012 08/16/2012			6821 0007	AT & T BECKETT AND RAEDER, INC.	PROFESSIONAL SERVICES		6,195.47 3,941.60
158867 158868	08/16/2012	1		5049		HEALTH INSURANCE - SEPT. 2012		110,633.21
158869	08/16/2012	Printed		0118	DTE ENERGY	GAS & ELECTRIC INVOICES		939.28
158870	08/16/2012			15421	FLEET SERVICES	GAS & OIL		3,382.26
158871	08/16/2012	Printed		0426	GUARDIAN ALARM	BILLING: 7200 S. HURON RIVER		307.19
158872	08/16/2012			8063	TELEGRATION	ACCT. #8119-0000		56.83
158873	08/16/2012			1475	VERIZON WIRELESS	ACCT. #385474612-00001		1,071.99
158874	08/16/2012			1475	VERIZON WIRELESS	ACCT. #387013030-00001		688.72
158875	08/16/2012			1475	VERIZON WIRELESS	ACCT. #687012970-00001		60.57
158876	08/16/2012			15934	WASTE MANAGEMENT	ACCT. #389-0054717-1389-0		752.96
158877	08/16/2012			15934	WASTE MANAGEMENT	ACCT. #389-0054724-1389-6		3,473.35
158878	08/16/2012			6039	WASTE MANAGEMENT*	ACCT. #389-81683 ACCT. #389-81680		26,421.54 108,795.66
158879	08/16/2012			6039 6039	WASTE MANAGEMENT*	ACCT. #389-81680		23,889.86
158880	08/16/2012	Printed		6039	WASTE MANAGEMENT*	AUG1. #309-01002		23,009.0

CHARTER TOWNSHIP OF YPSILANTI 2012 BUDGET AMENDMENT #6 August 27, 2012

			_	
101 - GENE	RAL OPERATIONS FUND		Total Increase	\$450,000.00
the commur properties . before the E	e expenditure line item for Legal Service fo hity. The Board has approved the attorney All new request to pursue legal actions a soard for approval. The amount of \$350,00	s to pursue legal action ag gainst properties will still b 00 will be funded by an ap	gainst said e brought propriation of	
	Und Balance and the amount of \$100,000 0-000-801.002 for Attorney Litigation.	will be a line transfer from	budget line	
Revenues: Expenditure	Prior Year Fund Balance ine item transfer: Attorney Litigation	101-000-000-699.000 101-210-000-801.002 Net Revenues	\$350,000.00 \$100,000.00 \$450,000.00	
Expenditures	: Public Nuisance - Legal services	101-950-000-801.023 Net Expenditures	\$450,000.00 \$450,000.00	
206 - Fire D	Department		Total Increase	\$50,580.00
vehicle exha will provide	e revenue and expenditure line item stated aust systems to all three stations. The tota 80% of the project which is \$50,580.00. T said expenditure.	I bid on the project is \$63,	225. The grant	
Revenues:	Federal Grants & Other Grants	206-000-000-529-000 Net Revenues	\$50,580.00 \$50,580.00	
Expenditures	: General Fire/Rescue Equip	206-970-000-979.002 Net Expenditures	\$50,580.00 \$50,580.00	
	SIDEWALK, RECREATION, RC RAL OPERATIONS FUND (BSF		— Total Increase <u>—</u>	\$125,000.00
the reimburs Connecting stated below 801.000 Pro \$100,000 w	add a new revenue line item number 212-0 sement funds we will receive from Washter Communities bike path project. Increase v for the \$100,000 project. Also, increase ofessional Services for the engineering fee vill be funded through the grant reimburser n appropriation of prior year funds.	naw County Parks for Pha the revenue and expenditu the expenditure line item 2 s associated with this proje	se I of the tre lines as 212-212-000- ect. The	
Revenues:	Prior Year Fund Balance County Grant	212-000-000-699.000 212-000-000-540.000 Net Revenues	\$25,000.00 \$100,000.00 \$125,000.00	

Expenditures: Professional Services Capital Outlay/Bike Paths

70-000-997.000 \$100,000.00 Net Expenditures \$125,000.00

\$25,000.00

212-212-000-801.000

212-970-000-997.000

CHARTER TOWNSHIP OF YPSILANTI 2012 BUDGET AMENDMENT #6 August 27, 2012

3 - Neigh	borhood Stabilization Prog	jram Fund	Total Increase	\$26,904.87
	revenue and expenditure line items t Block Grant (CDBG) Program of \$2		the Community	
Revenues:	CDBG Grant - NSP Funding	283-000-000-532.000	\$26,904.87	
		Net Revenues	\$26,904.87	
Expenditures:	NSP Demo 2079 Bradley	283-283-000-807.009	\$17,773.67	
	NSP Demo 1117 Holmes	283-283-000-807.011	\$9,131.20	
		Net Expenditures	\$26,904.87	
4 - Golf C	ourse		Total Increase	\$12,244.00

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

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

Motion to Amend the 2012 Budget (#6):

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

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

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

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

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

RESOLUTION NO. 2012-20

CHARTER TOWNSHIP OF YPSILANTI

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

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

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

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

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

LEGAL DESCRIPTION PART OF LOT 20

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

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2012-20 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on August 27, 2012.

Karen Jonejoy K

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

RESOLUTION NO. 2012-21

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

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

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

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

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

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

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

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

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2012-21 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 17, 2012.

Karen Jauepu Roe Karen Lovejoy Roe, Clerk

ORDINANCE NO. 2012-425

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

The Charter Township of Ypsilanti hereby Ordains that the Ypsilanti

Township Code of Ordinances is hereby amended as follows:

ADD the following new section to Chapter 42 entitled Offenses and

Miscellaneous Provisions:

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

(B) **Prohibition on Use of Consumer Fireworks.**

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

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

(C) Violations, Fines and Penalties

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

Severability

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

Publication

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

Effective Date

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

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

Karen Javepy Kol

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI PROPOSED ORDINANCE NO. 2012 – 426

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

BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that: Schedule A: CAPITAL CHARGE OM&R TOTAL Meter Size Allowed Usage Contract All Contract All Contract All

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

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

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

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

Karen Javepy Rol

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

SERVICE CONTRACT - FEDERAL FUNDED CR_____

AGREEMENT is made this _____ day of _____, 2012, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County") and the *Charter Township of Ypsilanti* located at *7200 S. Huron River Drive, Ypsilanti, MI* 48197 ("Contractor").

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

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

ARTICLE I - SCOPE OF SERVICES

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

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

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

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

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

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

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

ARTICLE II - COMPENSATION

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

ARTICLE III - REPORTING OF CONTRACTOR

<u>Section 1</u> - The Contractor is to report to **the Director of the Office of Community and Economic Development or designee** and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

<u>Section 2</u> - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

<u>Section 3</u> - All reports made in connection with these services are subject to review and final approval by the County Administrator.

<u>Section 4</u> - The County may review and inspect the Contractor's activities during the term of this contract.

<u>Section 5</u> - When applicable, the Contractor will submit a final, written report to the County Administrator.

<u>Section 6</u> - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

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

ARTICLE V - PERSONNEL

<u>Section 1</u> - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

<u>Section 2</u> - The Contractor will not hire any County employee for any of the required services without the County's written approval.

<u>Section 3</u> - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

<u>Section 4</u> - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

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

ARTICLE VII - INSURANCE REQUIREMENTS

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

- 1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
- 2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
- 3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

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

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

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

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

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

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

ARTICLE X - CONTINGENT FEES

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

ARTICLE XI – DEBARMENT AND SUSPENSION

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

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

ARTICLE XII – LOBBYING

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

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

ARTICLE XIII - DRUG-FREE WORKPLACE

Grantees Other Than Individuals

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

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

Grantees Who Are Individuals

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

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

ARTICLE XIV - FEDERAL PROCUREMENT STANDARDS

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

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

ARTICLE XVI - LIVING WAGE

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

ARTICLE XVII - EQUAL ACCESS

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

ARTICLE XVIII - OWNERSHIP OF DOCUMENTS AND PUBLICATION

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

ARTICLE XIX - ASSIGNS AND SUCCESSORS

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

ARTICLE XX - TERMINATION OF CONTRACT

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

ARTICLE XXI - PAYROLL TAXES

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

ARTICLE XXII- PRACTICE AND ETHICS

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

ARTICLE XXIII- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE XXIV - CHOICE OF LAW AND FORUM

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

ARTICLE XXV - EXTENT OF CONTRACT

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

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

Exhibit A

Approved Work Plan

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

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

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

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

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

1. William Ave and North I-94 Service Drive (McGregor to Wayne Countyline): Work to include joint and slab repairs of the concrete

pavement and the placement of a 3.5" bituminous overlay with shoulders and project restoration.

Estimated Project Cost:

\$ 68,000.00

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

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

2012 Ypsilanti Township Sixth Agreement Page ${\bf 2}$ of ${\bf 2}$

AGREEMENT SUMMARY

2012 PRIMARY AND COLLECTOR ROAD BOND PROGRAM William Ave and N. I-94 Service Drive	\$ 68,000.00	
Total Primary and Local Road Bond Program	\$ 68,000.00	
ESTIMATED AMOUNT TO BE FUNDED BY YPSILANTI TOWNSHIP BOND PROGRAM UNDER THIS AGREEMENT DURING 2012:	\$ <mark>68,000.0</mark>)0
FOR YPSILANTI TOWNSHIP:		
Brenda L. Stumbo, Supervisor	 Witness	
Karen Lovejoy Roe, Clerk	 Witness	
FOR WASHTENAW COUNTY ROAD COMMISSION:		
Douglas E. Fuller, Chair	 Witnes	s
	Witness	3

Roy D. Townsend, Managing Director

Charter Township of Ypsilanti Board of Trustees

RESOLUTION NO. 2012-22

MASTER PLAN ADOPTION AUTHORITY

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

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

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

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

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

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

Karen Savepy

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

STANDARD AGREEMENT FOR MUNICIPAL STREET LIGHTING

DTE Internal Work Order/IO Number 34500707

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

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

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.

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. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount

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

5. <u>Modifications</u>

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. <u>Street Lighting Service Rate</u>

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. <u>Contract Term</u>

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. <u>Subcontractors</u>

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

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

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

14. <u>Notices</u>

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

15. <u>Representations and Warranties</u>

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

16. <u>Miscellaneous</u>

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

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

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

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

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

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

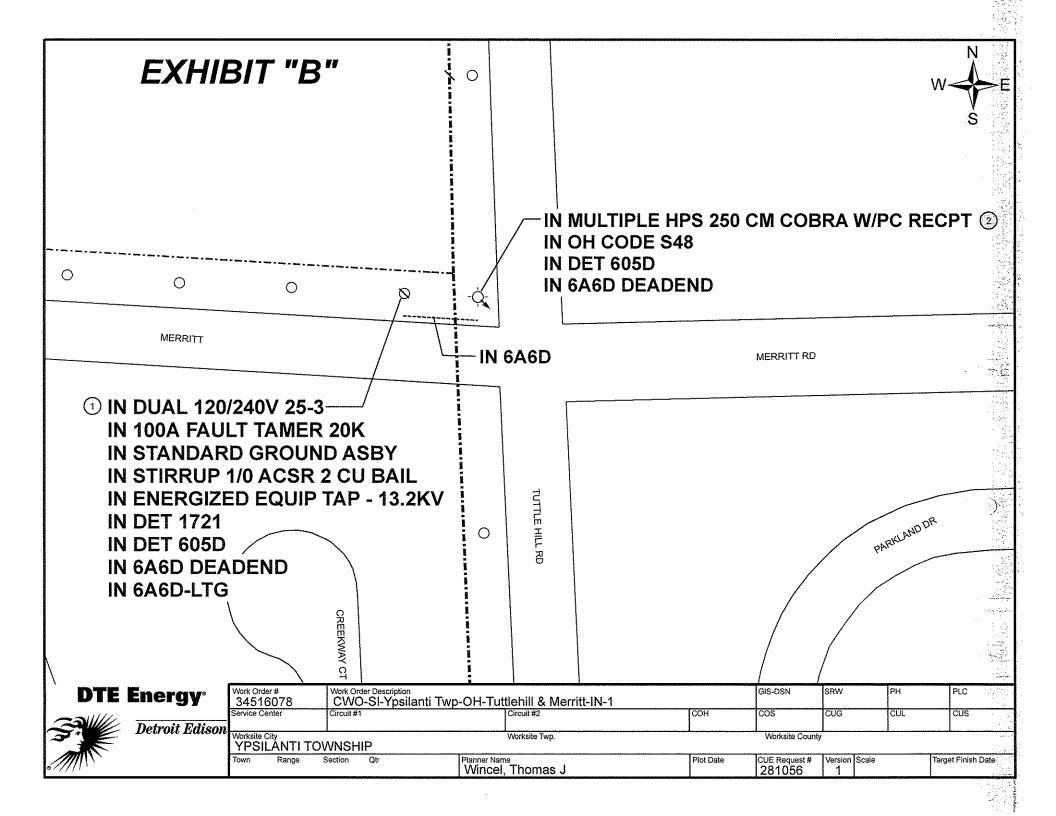
(g) If any term or provision of this Agreement is held to be invalid or unenforceable in any situation in any jurisdiction, it shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other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

THE DETROIT EDISON COMPANY CHARTER TOWNSHIP OF YPSILANTI 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	Intersection of Tuttle Hill and which is made part of this ag	I Merritt Road– as per Exhibit B attached WO # 34516078 reement.			
Description of Equipment to be installed	Installation of one[1] 250 wa pole and as per street lighting is made part of this agreeme	tt high pressure sodium lamp source mounted onto a wood g facilities in accordance with Exhibit B WO # 34516078 which nt.			
	k	Total Estimated Construction Cost, including labor, materials, and overhead\$ 3,619.20			
	eet Lighting Contribution In ruction CIAC Amount	Lamp Charges for 3 yrs \$ 733.16			
	ruction CIAC Amount	Contribution (Cost minus 3 yrs revenue) \$ 2,886.04			
		Total Annual Lamp Charges \$ 244.39			
	Box 1 ny designed installation? "Yes" or "No")	YES (if checked please NO) (if checked please complete Box: 2 3 4) complete Box: 5 6)			
	Box 2 blease select the appropriate ay Classification	Expressway Major Collector Local			
	Box 3 blease select the appropriate Conflict Classification	High Medium Low			
	Box 4 blease select the appropriate ent Classification	🗆 R1 🔲 R2 & R3 🗌 R4			
meet IESNA re	Box 5 er lighting design requested commended practices? "Yes" or "No")	YES NO (if checked please complete Box: 6)			
IESNA recommend	Box 6 hting design does not meet led practices, the Customer ne block to the right.	(Customer signature indicating acknowledgement the lighting design does not meet IESNA recommended practices)			
New Resid	Box 7 lential Subdivision?	YES (if checked please NO complete Box: 8)			
authorizes installati	Box 8 cked Yes, and customer on prior to 80% occupancy, signature required	(Customer acknowledgement that lighting is being installed prior to 80% occupancy)			
Customer /	Address for Notices				



STANDARD AGREEMENT FOR MUNICIPAL STREET LIGHTING

DTE Internal Work Order/IO Number ____34500858_

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

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

1. 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. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount

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

5. Modifications

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

6. Maintenance and Replacement Equipment

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

7. Street Lighting Service Rate

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

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

8. <u>Contract Term</u>

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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.

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

11. Force Majeure

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

12. <u>Subcontractors</u>

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

13. 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. <u>Notices</u>

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15. <u>Representations and Warranties</u>

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

16. <u>Miscellaneous</u>

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

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

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

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

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

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

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

THE DETROIT EDISON COMPANY

CHARTER TOWNSHIP OF YPSILANTI

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

EXHIBIT A

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

Municipality where	Equipment will be installed	Charter Township of Ypsilanti			
Specific Location where Equipment will be installed	Intersection of Sweet and C is made part of this agreeme	Clark Roads– as per Exhibit B attached WO # 34515860 which nt.			
Description of Equipment to be installed	code 46 arm on and existing	att High Pressure Sodium "Cobra Head" luminaire on with a wood pole as per street lighting facilities in accordance with hich is made part of this agreement.			
	L	Total Estimated Construction Cost, including labor, materials, and overhead \$ 629.56			
	eet Lighting Contribution In ruction CIAC Amount	Lamp Charges for 3 yrs \$ 574.90			
		Contribution (Cost minus 3 yrs revenue) \$ 54.66			
		Total Annual Lamp Charges \$ 191.63			
	Box 1 ny designed installation? "Yes" or "No")	YES (if checked please NO) (if checked please complete Box: 2 3 4) complete Box: 5 6)			
	Box 2 blease select the appropriate ay Classification	Expressway Major Collector Local			
	Box 3 blease select the appropriate Conflict Classification	- High - Medium - Low			
	Box 4 olease select the appropriate ent Classification	🗆 R1 🔲 R2 & R3 🗌 R4			
meet IESNA re	Box 5 er lighting design requested commended practices? "Yes" or "No")	YES NO (if checked please complete Box: 6)			
IESNA recommend	Box 6 hting design does not meet led practices, the Customer he block to the right.	(Customer signature indicating acknowledgement the lighting design does not meet IESNA recommended practices)			
New Resid	Box 7 lential Subdivision?	YES (if checked please NO complete Box: 8)			
authorizes installati	Box 8 cked Yes, and customer ion prior to 80% occupancy, signature required	(Customer acknowledgement that lighting is being installed prior to 80% occupancy)			
Customer /	Address for Notices				

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DTE Energy	Work Order # 34515860	Work Order Description	wp-OH-Sweet & Clark		0	GIS-DSN	SRW	PH	PLC

Check Register Report

Charter 1	Fownship of	Ypsilanti			BANK: HAND CHECKS		Date: Time: Page:	08/31/2012 2:10 pm 1
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description		Amount
HAND CH	HECKS Chec	ks						
158981	08/21/2012	Printed		16509	CLEAR RATE COMMUNICATIONS, INC	ACCT. #4850408		1,114.45
158982	08/21/2012	Printed		16509	CLEAR RATE COMMUNICATIONS, INC	ACCT. #4850408		1,147.61
158983	08/21/2012	Printed		0363	COMCAST CABLE	ACCT. #09588 272989-01-3		81.90
158984	08/21/2012	Printed		0363	COMCAST CABLE	ACCT. #09588 290692-01-0		201.95
158985	08/21/2012	Printed		0119	DTE ENERGY**	STREETLIGHTS - JULY 2012		77,330.78
158986	08/21/2012	Printed		16486	PAETEC	ACCT. #5229787		445.66
158987	08/28/2012	Printed		16510	DEARBORN NATIONAL	LIFE & DISABILITY - SEPT. 2012		2,994.00
158988	08/27/2012	Printed		2002	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE - SEPT. 2012		13,309.93
				Total Ch	necks: 8 C	Checks Total (excluding void checks)		96,626.28
				Total Payn	nents: 8	Bank Total (excluding void checks)	<u> </u>	96,626.28
				Total Payn	nents: 8	Grand Total (excluding void checks):		96,626.28

Accounts Parlable Checks=311,830.98

HAND Checks GrAND Total

= 96,626.28= 408,457.26

Check Register Report

Charter	Township of	Ypsilanti			BANK:		Date: Time: Page:	08/31/2012 2:07 pm 1
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description		Amount
Checks	1.000							
158989	08/31/2012	Printed		8406	ACCESS DATA	FORENSIC COMPUTER SOFTWARE LIC		2,204.95
158990 158991	08/31/2012 08/31/2012			16511 0049	MARIA AKHUTINA ALL SEASONS LANDSCAPING CO.	REFUND - LITTLE NINJAS SUPPLIES		75.00 61.68
158992	08/31/2012	Printed		16439	AMERICAN EAGLE PRECAST,	PARKING LOT BUMPERS AND ONE ST		1,610.00
158993	08/31/2012	Printed		0017	ANN ARBOR CLEANING	SUPPLIES		1,940.06
158994	08/31/2012	Printed		0022	ANN ARBOR WELDING SUPPLY	MEDICAL SUPPLIES		194.50
158995	08/31/2012	Printed		6211	APOLLO FIRE APPARATUS REPAIR	REPAIR HOSEBED TARP ON ENGINE		81.42
158996	08/31/2012	Printed		0675	ARBOR VACUUM & SMALL APPLIANCE	SUPPLIES		15.90
158997	08/31/2012	Printed		1014	ARGUS HAZCO	CALIBRATION GAS FOR 4 GAS		223.81
158998	08/31/2012	Printed		16513	ARVIN J. PEARLMAN & ASSOCIATES	OVERPAYMENT OF F.O.I.A.		15.00
158999	08/31/2012	Printed		0909	AT & T*	ACCT. #053 294-5218 001		34.11
159000	08/31/2012	Printed		0215	AUTO VALUE YPSILANTI	SUPPLIES		423.59
159001	08/31/2012	Printed		15941	TODD J. BARBER	BUILDING INSPECTIONS		1,575.00
159002	08/31/2012			6397	BARR ENGINEERING COMPANY			72.50
159003	08/31/2012			0007	BECKETT AND RAEDER, INC.	PROFESSIONAL SERVICES		6,670.40
159004	08/31/2012	Printed		6702	BELFOR USA			· ·
159005	08/31/2012					LOCATION: 777 DODGE CT.		455.00
159005	08/31/2012	Printed Printed		15847 15822	CHRISTOPHER BLINSTRUB BREATHING AIR SYSTEMS	REFEREE MAINTENANCE PROGRAM		75.00 1,213.50
159007	08/31/2012	Printed		1186	BREWER'S INC.	RENEWAL TOWING OF ENGINE 14-4 TO		412.50
159008	08/31/2012	Printed		6959	BUTZELLONO	MICHI PROFESSIONAL SERVICES		5 557 64
159009	08/31/2012			16356	BUTZEL LONG CANNONSBURG WOOD	PROFESSIONAL SERVICES REPLENISH SAFETY		5,557.64 2,315.00
159010	08/31/2012	Printed		3460	PRODUCTS CDW GOVERNMENT INC	SURFACING "FA ANNUAL MICROSOFT		15,468.20
159011	08/31/2012	Printed		0870	CHARTER TOWNSHIP OF	ENTERPRISE AG UTILITIES - GREEN OAKS		99.78
159012	08/31/2012	Drinted		15452	SUPERIOR COLD CUT KRUISE	PRO SHOP RESALE		76.00
								76.90
159013	08/31/2012			1312	COMPLETE BATTERY SOURCE			91.32
159014	08/31/2012			0582	CONGDON'S	SUPPLIES		25.97
159015	08/31/2012			4848	CRANE TECHNOLOGIES	ANNUAL OSHA INSPECTION FOR OVE		299.00
159016	08/31/2012			0115	DELUX RENT-ALL, INC.	EQUIPMENT RENTAL		30.00
159017	08/31/2012	Printed		6951	EMERGENCY VEHICLES PLUS	PARTS TO FIX AIR HORN ON LADDE		840.84
159018	08/31/2012	Printed		15789	FLEETPRIDE	CREDIT INVOICE #49418459		802.83
159019	08/31/2012	Printed		16444	GLOBAL INDUSTRIAL	STORAGE CONTAINERS FOR OLD PHO		74.03
159020	08/31/2012	Printed		2829	GOVERNMENTAL BUSINESS SYSTEMS	PROFESSIONAL SERVICES		1,685.00
159021	08/31/2012	Printed		6161	GOVERNMENTAL CONSULTANT	PROFESSIONAL SERVICES		2,850.00
159022	08/31/2012	Printed		6169	GOVERNOR BUSINESS SOLUTIONS	SUPPLIES		69.23
159023	08/31/2012	Printed		0107	GRAINGER	SAFETY FALL PROTECTION		770.26
159024	08/31/2012	Printed		3391	GRAYBAR	SUPPLIES		94.92
159025	08/31/2012	Printed		0158	MARK HAMILTON	ATTORNEY FEES - SEPT. 2012		1,500.00
159026	08/31/2012	Printed		15884	HEPPNER LANDSCAPE SERVICES	PROFESSIONAL SERVICES		1,011.00
159027	08/31/2012	Printed		15884	HEPPNER LANDSCAPE	MOWING TWP. PROPERTY		405.00
159028	08/31/2012	Printed		15884	SERVICES HEPPNER LANDSCAPE	PROFESSIONAL SERVICES		450.00
159029	08/31/2012	Printed		6547	SERVICES HERITAGE NEWSPAPERS	PUBLISHING		134.40
159030	08/31/2012	Printed		0503	HOME DEPOT	SUPPLIES		343.68
159030	08/31/2012							
		Printed Brinted		15788		FOR STAND BY RESCUE ON 07-31-1		1,605.00
159032	08/31/2012	Printed		0530	INSEC TECH	PROFESSIONAL SERVICES		165.00

Check Register Report

Charter T	fownship of	Vneilanti			BANK:			Date: Time: Page:	08/31/2012 2:07 pm 2
Check	Check		MaidiOtan		DANN.			Faye.	2
Number	Date	Status	Void/Stop Date	Vendor Number	Vendor Name		Check Description		Amour
Checks									
159033	08/31/2012	Printed		16321	LINDA JEAN JEROME		PROGRAM INSTRUCTOR		191.80
159034	08/31/2012			16408	JTW PIPES LLC		WORK DONE @ COMMUNITY CENTER M		250.00
159035	08/31/2012	Printed		8964	MARLETT MAY KATCH	MERIC	REFUND - SOCCER LEAGUE		50.00
159036	08/31/2012	Printed		15493	ADAM KURTINAITIS		ELECTRICAL INSPECTIONS		1,020.00
159037	08/31/2012	Printed		6467	LOWES		SUPPLIES		59.0
159038	08/31/2012			0253	MCLAIN AND WINTERS	3	LEGAL SERVICES - AUG. 2012		9,775.00
159039	08/31/2012	Printed		16461	MICHIGAN LINEN SERV	VICE,	LAUNDRY - COMMUNITY CENTER		1,147.59
159040	08/31/2012			6517	MICHIGAN TOURNAME FLEET, INC	INT	MAINTENANCE AGREEMENT - SEPT.		825.00
159041	08/31/2012	Printed		2986	NAPA AUTO PARTS*		CALIPER AND TRAILER BALL PARTS		464.89
159042	08/31/2012			2997	OFFICE EXPRESS		SUPPLIES		188.7
159043	08/31/2012			0309	ORCHARD, HILTZ & MCCLIMENT INC		BLACKMORE II ADDITION		1,942.00
159044	08/31/2012			0585	OVERHEAD DOOR CO		REPAIR DOOR PANEL AT STATION 4		320.00
159045	08/31/2012			0913	PARKWAY SERVICES,	INC.	RENTAL - FORD HERITAGE PARK		84.00
159046	08/31/2012	Printed		16432	AUSTIN PEET		REFEREE		30.00
159047	08/31/2012			9339	PROTO TOOL & GAGE	INC	ELECTRICAL BOX COVER FOR	2	35.00
159048	08/31/2012			6045	QPS PRINTING		SUPPLIES		1 4 4.5′
159049	08/31/2012	Printed		11340	RECYCLE ANN ARBOR	ł	TIRE DISPOSAL		385.00
159050	08/31/2012	Printed		16395	RESIDEX TURFGRASS	***	FERTILIZER		240.00
159051	08/31/2012	Printed		16492	KENDRA RIDLEY		REFUND - PIRATE DAY		10.00
159052	08/31/2012	Printed		6308	RKA PETROLEUM		REFILL 87 E-10 GAS TANK AT GRE		14,296.6
159053	08/31/2012	Printed		0634	SAM'S CLUB DIRECT		SUPPLIES		62.34
159054	08/31/2012	Printed		0395	SHRADER TIRE & OIL		REPAIRS		615.70
159055	08/31/2012	Printed		15751	SOUTHERN COMPUTE	R	VMWARE ANNUAL		15,737.99
159056	08/31/2012	Printed		6442	WAREHOUSE STATE OF MICHIGAN		MAINTENANCE RENE ANNUAL CERTIFICATION FEE		61.50
159057	08/31/2012	Printed		6442	M.D.N.R.E. STATE OF MICHIGAN M.D.N.R.E.		ANNUAL CERTIFICATION FEE		61.50
159058	08/31/2012	Printed		16150	STORMAGIC		NAS STORAGE LICENSE INCREASE		2,270.00
159059	08/31/2012	Printed		4779	U.S. BANK, N.A.		INTEREST PYMT SERIES		5,642.50
159060	08/31/2012	Printed		16512	L.J. ULRICH		REFUND - WATERCOLOR BASICS		20.00
159061	08/31/2012	Printed		1475	VERIZON WIRELESS		ACCT. #585505481-00001		88.73
159062	08/31/2012			0163	WASHTENAW COUNTY	Y ROAD	HIGHWAY & ROAD CONSTRUCTION		163,350.8
159063	08/31/2012	Printed		0444	WASHTENAW COUNTY TREASURER#	Y	SHERIFF PATROL		34,833.4
159064	08/31/2012	Printed		0480	YPSILANTI COMMUNIT	Υ	FUEL CHARGES - JULY 2012		2,659.60
159065	08/31/2012	Printed		0480	YPSILANTI COMMUNIT	Υ	PLAN REVIE FEE		328.5
159066	08/31/2012	Printed		0494	ZEE MEDICAL SERVIC	E	SUPPLIES		145.12
159067	08/31/2012	Printed		16447	ZOCKLEIN & ASSOCIA	TES	CHIEF COPELAND GRANT PROPOSAL		375.0
				Total Ch	ecks: 79	Check	s Total (excluding vold checks):		311,830.9
				Total Payn	nents: 79	Ban	k Total (excluding void checks):		311,830.9
				Total Payn	nents: 79	Gran	d Total (excluding void checks):		311,830.9

SUPERVISOR REPORT

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

CLERK REPORT

THERE IS NO WRITTEN CLERK REPORT

TREASURER REPORT

THERE IS NO WRITTEN TREASURER REPORT

TRUSTEE REPORT

THERE IS NO WRITTEN TRUSTEE REPORT

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



Office of Community Standards

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

September 4, 2012

To: Board of Trustees

From: Mike Radzik, Director Office of Community Standards & Police Administration

Subject: Request to Formally Approve Authorization for Legal Action in Circuit Court to Abate a Public Nuisance at: Meadowridge Apts - 2532 E Michigan Ave f/k/a Riley Court Apts

Copy: Doug Winters, Attorney

The Office of Community Standards has conducted a public nuisance investigation at the following location. OCS previously obtained administrative approval to initiate legal action and now requests formal confirmation to do so.

2532 E Michigan Ave

The Meadow Ridge Apts is a small apartment complex consisting of 30 units in four buildings located at 2532 E Michigan Ave. It is owned by Beal Properties, LLC and has been the subject of circuit court litigation for property maintenance problems twice in the past, most recently in 2008-09. There has been a history of blight and property maintenance issues at the location for several years, most of which has been handled through traditional enforcement methods in district court.

On August 20, 2012, OCS staff condemned unit #60 after conducting an inspection in response to a complaint from the tenant. The conditions discovered during the inspection included serious electrical and plumbing violations that constituted imminent danger for the occupants. Subsequently, OCS staff conducted numerous additional inspections at other units with the cooperation of tenants that resulted in several more condemnations.

OCS staff obtained administrative authorization to file litigation in circuit court seeking a temporary restraining order to vacate unit #60 as a matter of public safety. The litigation was filed on September 4, 2012 and the TRO was issued. The lawsuit seeks to declare the entire complex a public nuisance and order it to be abated.

Now, I respectfully request that the Board of Trustees take action to confirm the authorization granted to proceed to circuit court to abate the nuisance at this location. I am available to answer questions regarding this case, which remains under investigation.

Thank you for your consideration and continued support of our nuisance abatement program.













ATTORNEY REPORT

GENERAL LEGAL UPDATE

CHARTER TOWNSHIP OF YPSILANTI 2012 BUDGET AMENDMENT #7 September 10, 2012

Total Increase \$702.85

Increase the revenue and expenditure line items stated below for the anticipated insurance claim of \$702.85 for the additional emergency repair of the damaged pump house at the golf course.

Revenues:	Misc Rev - Insurance Reimb	 \$702.85 \$702.85
Expenditures	: Equipment Maintenance	 \$702.85 \$702.85

Motion to Amend the 2012 Budget (#7):

Move to increase the Golf Course Fund by \$702.85 to \$735,794 and approve the department line item changes as outlined.

Golf Professional Leon Jackson

Asst. Golf Pro Dan Roberts

Superintendent **Tim Smith**



Green Oaks Golf Course

1775 E. Clark Rd Ypsilanti, MI 48198

Phone: (734) 485-0881 Fax: (734) 485-1992

MEMORANDUM

To: Charter Township of Ypsilanti – Elected Officials & Trustees

From: Tim Smith, Golf Course Superintendent

Date: September 4, 2012

Subject: Budget Amendment Request – Insurance Claim

Please amend budget to increase revenue line 584-000-000-694.004 and expenditure line 584-584-000-933.000 for the anticipated insurance claim of \$702.85. The insurance claim is for the emergency repair of the damaged pump house at the golf course. The total cost for repair was \$952.85. The \$250.00 deductible is currently budgeted in 584-584-000-933.000.

Budget Amendment Request

Increase:	Misc Revenue-Insurance Reimb	584-000-000-694.004	\$702.85
Increase:	Equipment Maintenance	584-584-000-933.000	\$702.85

2012 YPSILANTI TOWNSHIP REVISED THIRD AGREEMENT (Bond Program)

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

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

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

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

1. Washtenaw Clubview/Country Park Subdivisions:

Work to include ditching, milling the existing surface and the placement of a 3" bituminous overlay with limestone shoulders, and project restoration. Roads to include: Greenside Avenue, Harding Avenue, Merrill Avenue, McKinley Avenue, Midvale Avenue, Elmhurst Avenue, Verna Avenue, Burns Avenue, Valley Drive, and Senate Avenue. Final cost to be determined by competitive bid.

Estimated Project Cost:

2. Partridge Creek Subdivision:

Work to include milling the existing surface and the placement of a 3" bituminous overlay, ADA sidewalk ramps, and project restoration. Roads to include: Paint Creek Drive, West Summerdale Circle, Brentwood Drive, Summerdale Court West, Meadowlark Lane, Pleasant Lane, Robindale Drive, Summerdale Court East, and East Summerdale Circle. Final cost to be determined by competitive bid.

Estimated Project Cost:

4. Woodland Court, Bunton Road to end of road:

Work to include milling the existing surface and the placement of a 3" bituminous overlay with limestone shoulders, and project restoration. Final cost to be determined by competitive bid.

Estimated Project Cost:

5. Preserve Subdivision:

Work to include milling the existing surface and the placement of a 3" bituminous overlay, ADA sidewalk

\$ 380,000.00

353,000.00

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60,000.00

2012 Ypsilanti Township Revised Third Agreement Page Two

> ramps, and project restoration. Roads to include: Oak Brook Drive and Oak Brook Court. Final cost to be determined by competitive bid.

Estimated Project Cost:

6. **Pineview Subdivision**:

Work to include milling the existing surface and the placement of a 3" bituminous overlay, structure adjustments, and project restoration. Roads to include: Sequoia Drive. Final cost to be determined by competitive bid.

Estimated Project Cost:

7. Ford Lake Heights Subdivision:

Work to include milling the existing surface and the placement of a 3" bituminous overlay, ADA sidewalk ramps, and project restoration. Roads to include: Faircrest Drive, Valley View Drive, Indian Trail, and Applewood Drive. Final cost to be determined by competitive bid.

Estimated Project Cost:

8. Beverly, Coolidge, Cadillac, Watson, Woodale:

Work to include ditching, milling the existing surface and the placement of a 3" bituminous overlay with limestone shoulders, structure adjustments, and project restoration. Final cost to be determined by competitive bid.

Estimated Project Cost:

9. Wiard Road, Holmes Road to Michigan Avenue:

Work to include milling the existing surface and the placement of a 3" bituminous overlay with limestone shoulders, and project restoration. Final cost to be determined by competitive bid.

Estimated Project Cost:

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

66,000.00

\$

\$

46,500.00

194,500.00

\$ 240,600.00

40,000.00

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2012 Ypsilanti Township Revised Third Agreement Page Three

AGREEMENT SUMMARY

2012 LOCAL ROAD BOND PROGRAM		
Washtenaw Clubview/Country Park Subdivisions Partridge Creek Subdivision Woodland Court Preserve Subdivision Pineview Subdivision Ford Lake Heights Subdivision Beverly, Coolidge, Cadillac, Watson, Woodale	Ş	353,000.00 60,000.00 66,000.00 46,500.00 194,500.00 240,600.00
Wiard Road		40,000.00
Total Local Road Bond Program	Ş	1,380,600.00
ESTIMATED AMOUNT TO BE FUNDED BY YPSILANTI TOWNSHIP		
BOND PROGRAM UNDER THIS REVISED AGREEMENT DURING 2012:	\$	1,380,600.00
FOR YPSILANTI TOWNSHIP:		
Brenda L. Stumbo, Supervisor		Witness
		Total Association
Karen Lovejoy Roe, Clerk		Witness
FOR WASHTENAW COUNTY ROAD COMMISSION:		
		777.2 4
Douglas E. Fuller, Chair		Witness
		Witness

Roy D. Townsend, Managing Director

ADDENDUM TO GROUND LEASE

The Addendum to Ground Lease ("Addendum") is made as of this 18th day of September, 2012, by and between Ypsilanti Township, a charter township established under the laws of the State of Michigan ("Landlord" or the "Township"), and Eastern Michigan University, a public university established under the laws of the State of Michigan ("Tenant" or the "University").

The circumstances leading to the execution of this Addendum are as follows:

A. The Township, as landlord, and the University, as tenant, are parties to a Ground Lease dated September 26, 1986. The Ground Lease was previously amended by an Amendment to Ground Lease dated as of March 1, 1988. The Ground Lease, as so amended, is hereinafter referred to as the "Ground Lease." Capitalized terms used but not defined in this Addendum shall have the meanings ascribed to them in the Ground Lease.

B. The University has developed an eighteen hole championship golf course (the "Golf Course") and clubhouse on the approximately 136 acres of land that is the subject of the Ground Lease (as more particularly described in attached Exhibit A, the "Golf Course Property").

C. Adjacent to the Golf Course Property are the Eagle Crest Corporate Education Center (the "CEC"), owned by the University, and a luxury hotel (currently named the Marriott Hotel at Eagle Crest Resort) (the Hotel"), owned by a third party.

D. The Hotel, the CEC and the Golf Course (collectively, the "Resort") are managed on a coordinated basis as a first class resort and conference center. The Golf Course has a premier national rating.

E. The CEC and the Hotel offer an outstanding venue for conferences, and residents of the Township enjoy recreational activities on and along Ford Lake.

F. The University recently entered into new management arrangements with the owner of the Hotel, which arrangements are intended to enhance the CEC and Hotel facilities as well as the Golf Course. To further enhance these facilities and the Resort generally, the University intends to make significant renovations to the Golf Course that will create a world-class golf facility to attract even more business and visitors to the Township.

G. The University has retained a renowned golf course architect to plan and design the enhancements to the Golf Course. The architect has developed a master plan for the Golf Course, a copy of which is attached as Exhibit B (the "Golf Course Master Plan").

H. The renovations contemplated in the Golf Course Master Plan are anticipated to take place in phases over approximately five years, with each phase having to be completed during the non-peak season. Time is therefore of the essence with respect to completion of the renovations set forth in the Golf Course Master Plan.

I. The Township has an interest in having the opportunity to provide input on further renovations of the Golf Course Property in furtherance of the best interest of its residents.

J. The University and the Township have a mutual interest in developing and maintaining the Resort as a first class hotel, conference and golf resort, including by facilitating the completion of the renovations set forth in the Golf Course Master Plan.

The parties therefore agree as follows:

1. The Golf Course Master Plan has been received and reviewed by the Township and is hereby approved. The Township shall incorporate the appropriate improvements set forth in the Golf Course Master Plan into the Township's Master Land Use Plan so as to ensure that the existing Golf Course, as the same may be renovated, is consistent with the Master Land Use Plan.

2. The University agrees that the Township's Administrative Review Committee, consisting of the Township's Planning Director and Building Director, or their respective designees, shall have the right to review, comment on and approve significant renovations to the Golf Course, including the major renovations to be implemented pursuant to the Golf Course Master Plan. If the University intends to request an approval, it shall schedule a meeting with the Administrative Review Committee and shall submit applicable drawings or other materials at or prior to the meeting. The approval of the Administrative Review Committee shall be processed administratively, and shall not be unreasonably withheld, delayed or conditioned. Any denial or withholding of approval shall be based on objective criteria that indicate that the matter in question would present a violation of applicable laws or a danger to public health or safety. All approvals shall be processed by the Administrative Review Committee within ten calendar days of submission by the University so that commencement of work on the applicable renovations is not delayed.

3. If an element of a significant renovation is of a nature that is not within the purview of the Administrative Review Committee to approve, the Administrative Review Committee may request the University to submit the applicable element or renovation to the appropriate Board, Commission or Department of the Township. If the University elects to make the submission, the Township agrees to assist the University in having the submission processed and acted upon on a timely and expedited basis.

4. Matters approved by the Administrative Review Committee shall be deemed to be in full compliance with Article 13 of the Ground Lease, as well as applicable rules, regulations and ordinances of the Township.

5. The terms of the Ground Lease and the terms of this Addendum are to be construed as being consistent with one another. However, if there is a conflict between the terms of the Ground Lease and the terms of this Addendum, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties have executed this Addendum on the date and year first above written.

LANDLORD:

TOWNSHIP OF YPSILANTI, a Michigan charter township

By:_____

Supervisor

And By: _____

Clerk

APPROVED AS TO FORM:

Township Attorney of Ypsilanti Township

> TENANT: EASTERN MICHIGAN UNIVERSITY

By: _____

President

And By: _____

Chair, Board of Regents

STATE OF MICHIGAN)) SS.

COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this ____ day of September, 2012, and _____, the Supervisor and Clerk,

Witness by hand and official seal.

My commission expires: _____

(Acting in Washtenaw County)

by _____ respectively, of Ypsilanti Township on behalf of such Township. STATE OF MICHIGAN)) SS. COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this ____ day of September, 2012, by _____ and _____, the President and Chair of the Board of Regents, respectively, of Eastern Michigan University.

Witness by hand and official seal.

My commission expires: ______ (Acting in Washtenaw County)

Drafted By and When Recorded Return to:

Gloria Hage

General Counsel Eastern Michigan University 100 Welch Hall Ypsilanti, Michigan 48197

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B. The University has developed an eighteen hole championship golf course (the "Golf Course") and clubhouse on the approximately 136 acres of land that is the subject of the Ground Lease (as more particularly described in attached Exhibit A, the "Golf Course Property").

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The parties therefore agree as follows:

1. The Golf Course Master Plan has been received and reviewed by the Township and is hereby approved. The Township shall incorporate the appropriate improvements set forth in the Golf Course Master Plan into the Township's Master Land Use Plan so as to ensure that the existing Golf Course, as the same may be renovated, is consistent with the Master Land Use Plan.

2. The University agrees that the Township's Administrative Review Committee, consisting of the Township's Planning Director and Building Director, or their respective designees, shall have the right to review, comment on and approve significant renovations to the Golf Course, including the major renovations to be implemented pursuant to the Golf Course Master Plan. If the University intends to request an approval, it shall schedule a meeting with the Administrative Review Committee and shall submit applicable drawings or other materials at or prior to the meeting. The approval of the Administrative Review Committee shall be processed administratively, and shall not be unreasonably withheld, delayed or conditioned. Any denial or withholding of approval shall be based on objective criteria that indicate that the matter in question would present a violation of applicable laws or a danger to public health or safety. All approvals shall be processed by the Administrative Review Committee within ten calendar days of submission by the University so that commencement of work on the applicable renovations is not delayed.

3. If an element of a significant renovation is of a nature that is not within the purview of the Administrative Review Committee to approve, the Administrative Review Committee may request the University to submit the applicable element or renovation to the appropriate Board, Commission or Department of the Township. The University may elect to make such submission, although at any time the University may take the position that the

Township does not have the authority to regulate the applicable element or renovation. If the University elects to make the submission, the Township agrees to assist the University in having the submission processed and acted upon on a timely and expedited basis.

4. Matters approved by the Administrative Review Committee shall be deemed to be in full compliance with Article 13 of the Ground Lease, as well as applicable rules, regulations and ordinances of the Township.

5. The terms of the Ground Lease and the terms of this Addendum are to be construed as being consistent with one another. However, if there is a conflict between the terms of the Ground Lease and the terms of this Addendum, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties have executed this Addendum on the date and year first above written.

	I	LANDLORD:
		TOWNSHIP OF YPSILANTI, a Michigan charter township By:
		Supervisor And By:
APPROVED AS TO FORM:		Clerk
Township Attorney of Ypsilanti Township		
		TENANT: EASTERN MICHIGAN UNIVERSITY
		By: President
		And By: Chair, Board of Regents
STATE OF MICHIGAN)	
COUNTY OF WASHTENAW) SS.)	

The foregoing instrument was acknowledged before me this ____ day of September, 2012, by _____ and _____, the Supervisor and Clerk, respectively, of Ypsilanti Township on behalf of such Township.

Witness by hand and official seal.

My commission expires:	
(Acting in Washtenaw County)	

STATE OF MICHIGAN)) SS. COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this ____ day of September, 2012, by _____ and _____, the President and Chair of the Board of Regents, respectively, of Eastern Michigan University.

Witness by hand and official seal.

My commission expires: ______(Acting in Washtenaw County)

Drafted By and When Recorded Return to:

Gloria Hage

General Counsel Eastern Michigan University 100 Welch Hall Ypsilanti, Michigan 48197

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

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

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

September 4, 2012

Gloria A. Hage General Counsel Eastern Michigan University 11 Welch Hall Ypsilanti, MI 48197

Re: 1. Receipt & Review of "Addendum to Ground Lease" Between Ypsilanti Township and Eastern Michigan University as it Pertains to the Implementation of the Master Plan for Renovations to the Eagle Crest Golf Course

2. Delivery of Electronic Copies of the Master Plan for the Renovations to the Eagle Crest Golf Course to Township Clerk Karen Lovejoy Roe

Dear Gloria:

As a follow up to our telephone conversation this morning regarding revisions to the proposed "*Addendum to Ground Lease*" (Addendum) between the Township and EMU, this will confirm the receipt of your email this afternoon wherein you attached both the "*...marked and clean version that should reflect the changes we discussed.*"

I have had an opportunity to review the revised Addendum and agree that paragraphs 2 and 3 have been revised as requested and as such I have forwarded the clean version to Township Clerk Karen Lovejoy Roe so as to insure this matter is considered by the Township Board at its next regular meeting scheduled for Monday, **September 10, 2012**. In addition, this will confirm our agreement that EMU will prepare "...electronic copies of the **Master Plan to file with the Addendum, most likely a CD.**"

Inasmuch as the Board packets for the **September 10** meeting will be distributed by the Clerk's office on either Thursday or Friday of this week, please deliver 10 CDs to the Township Clerk as soon as practicable. Gloria Hage Re: EMU Ground Lease September 4, 2012 Page 2

On behalf of the Township Board we certainly look forward to continuing to work with EMU as it proceeds with the implementation of *\$3-4* million worth of improvements to the Eagle Crest Golf Course. The Township is certainly proud to have such a high quality facility in our Township and appreciates the ongoing and mutually beneficial collaboration between the Township Board and EMU's Board of Regents.

If after review of this correspondence you have any questions or I can be of further assistance, please contact me.

Very truly yours,

Wm. Douglas Winters

Wm. Douglas Winters

rsk

cc: Leigh Greden Township Board Mike Radzik Ron Fulton Joe Lawson



Memorandum

To: Karen Lovejoy Roe, Township Clerk
From: Joe Lawson, Planning Director
Date: September 4, 2012
Re: Peddlers Permit Exemption Request – Groundcover News

Please be advised that the Office of Community Standards is in receipt of an undated request from Mr. Greg Hoffman representing the Groundcover News.

Mr. Hoffman is requesting consideration of a peddlers permit within Ypsilanti Township to permit the sale of newspapers on public property. As stated within his request, vendors purchase the newspaper from the Groundcover Organization and in turn sell the newspaper for a suggested donation of \$1.00.

Ordinance section 22-148 states: Use of streets and other public places.

- (a) No peddler shall have any exclusive right to any location in the public street, nor shall any peddler be permitted a stationary location or be permitted to operate in any congested area, or area generally open to the public, including any area designated for the parking of vehicles, within this governmental unit, where his operations might impede or inconvenience the public. For the purpose of this section, the judgement of a police officer, exercised in good faith, shall be deemed conclusive as to whether the area is congested or the public impeded or inconvenienced.
- (b) No peddler shall stop or remain in any one place upon a street, alley, public place, or place generally open to the public, including any area designated for the parking of vehicles, within this governmental unit longer than necessary to make a sale to a customer wishing to buy. Any peddler using a vehicle, when stopped, shall place his vehicle parallel to and as near as possible to the curb and shall depart from such place as soon as he has completed sales with customers actually present.
- (c) <u>The township board may, at their discretion, exempt the following from the stationary or fixed stand rule:</u>

- (1) <u>Recognized charitable or public organizations whose sole purpose is to</u> raise funds for that organization or its programs.
- (2) Those proposed operations such as Christmas tree sales and firework sales which are not to be and shall not be in existence for any period longer than 60 days each calendar year.

As stated above, though the stationary sale of the newspapers would generally not be permissible under the current ordinance, the ordinance permits the Board of Trustees to exempt the applicant as a recognized charitable or public organization should it deem appropriate.

Furthermore, section 22-170 permits the Township Board to exempt a recognized charitable or public organization from the fees associated with obtaining a peddlers license. Ordinance generally requires payment of \$5.00 per day for the first six consecutive days and \$1.00 per day for each day thereafter, or \$25.00 for 90 days.

Lastly, it is the recommendation of staff that should the Board agree to exempt the Groundcover News from sections 22-148 and 22-170 as stated herein, it is recommended that said exemption expire after 12 months from the date of approval with an opportunity to request an additional 12 month exemption after further review and consideration of the Board.

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



To Whom It May Concern:

This letter is intended to request permission for Peddlers Permits for Ypsilanti Township for the vendors of Groundcover News. Groundcover News is a non-profit organization based in Ann Arbor, but servicing the Washtenaw County Area. Groundcover is a "street newspaper", which means that the organization puts out a monthly edition that is sold exclusively on the streets of the communities in Washtenaw County. Our vendor force is almost entirely composed of individuals who are currently experiencing or have recently experienced housing insecurity.

Our newspaper convers issues relating to poverty, housing insecurity, and other community concerns. We also feature articles, profiles, stories, and poetry written by the many vendors of the newspaper.

After completing a training session on how and where the paper can be sold, our vendors buy issues of the paper from the Groundcover Organization for 25¢ and then sell the paper for a suggested donation price of \$1. In our two years of operation, we have attained permits to sell the newspaper in Ann Arbor, Ypsilanti, Dexter, and Pittsfield Township. The paper is sold on public property only, in addition to several churches in the community with the permission of those congregations.

We are hoping to obtain permits to expand into Ypsilanti Township with your permission. Due to the fact that our organization is a registered non-profit and the nature of our vendor force, we are hoping to work with you to find an amicable agreement about the permit fees.

If you have any further questions about our organization, please visit our website at www.groundcovernews.com or contact me directly. Thank You.

Sincerely,

Greg Hoffman Groundcover News Community Organizer and Social Work Intern Greg@groundcovernews.com 734.707.8065 INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

JAN 37 2012

Date:

GROUNDCOVER NEWS INC C/O SUSAN BECKETT 6121 LIBERTY RD ANN ARBOR, MI 48103-9305 Employer Identification Number: 27-3287108 DLN: 17053129309001 Contact Person: ID# 31296 YVONNE LIGGETT Contact Telephone Number: (877) 829-5500 Accounting Period Ending: June 30 Public Charity Status: 170(b)(1)(A)(vi) Form 990 Required: Yes Effective Date of Exemption: May 26, 2010 Contribution Deductibility: Yes Addendum Applies: No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Ale g. Ferner,

Lois G. Lerner Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

Residential Services

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



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

MEMORANDUM

- TO: Charter Township of Ypsilanti Board of Trustees
- FROM: Jeff Allen, Director-Residential Services
- DATE: August 31, 2012
- RE: Approval of New Hire for Public Services Superintendent

Please accept and approve the hiring of Carl S. Girbach to fill the Public Services Superintendent.

As you may know, Carl was a temporary supervisor in the years prior to the hiring of Brian Durant. He brings a wealth of management and mechanical experience from his years with the Washtenaw County Road Commission.

We will be offering the salary of \$57,000 and anticipate a start date of October 1, 2012.

If you have any questions, please let me know, or contact Karen Wallin at 544.3741.

CHARTER TOWNSHIP OF YPSILANTI RESOLUTION NO. 2012-23

RESOLUTION REGARDING TEMPORARY ROAD CLOSURE

Resolution authorizing the temporary road closure of Hewitt Road from the EMU Convocation Center to N. Huron River Drive and N. Huron River Drive between Hewitt Road and Oakwood on Sunday, December 9, 2012 from 9:30 a.m. to 11:45 a.m. for the Girls on the Run of Southeastern Michigan 5K run.

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

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

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Sarah Henry of Girls on the Run of Southeast Michigan be the authorized official designated in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.



Start on Hewitt Road, facing north Run north on Hewitt to Huron River Road Right on Huron River Road Right on Oakwood Street Right on Oakwood Street Right on Cornell Left onto Ainsley Street Right on path past baseball fields (keep to right) Turn right onto unpaved Westview Street Turn right at "T" Turn left at Stadium ticket booth Turn left into Rynearson Stadium and finish on the 50 yard line

CHARTER TOWNSHIP OF YPSILANTI RESOLUTION NO. 2012-24

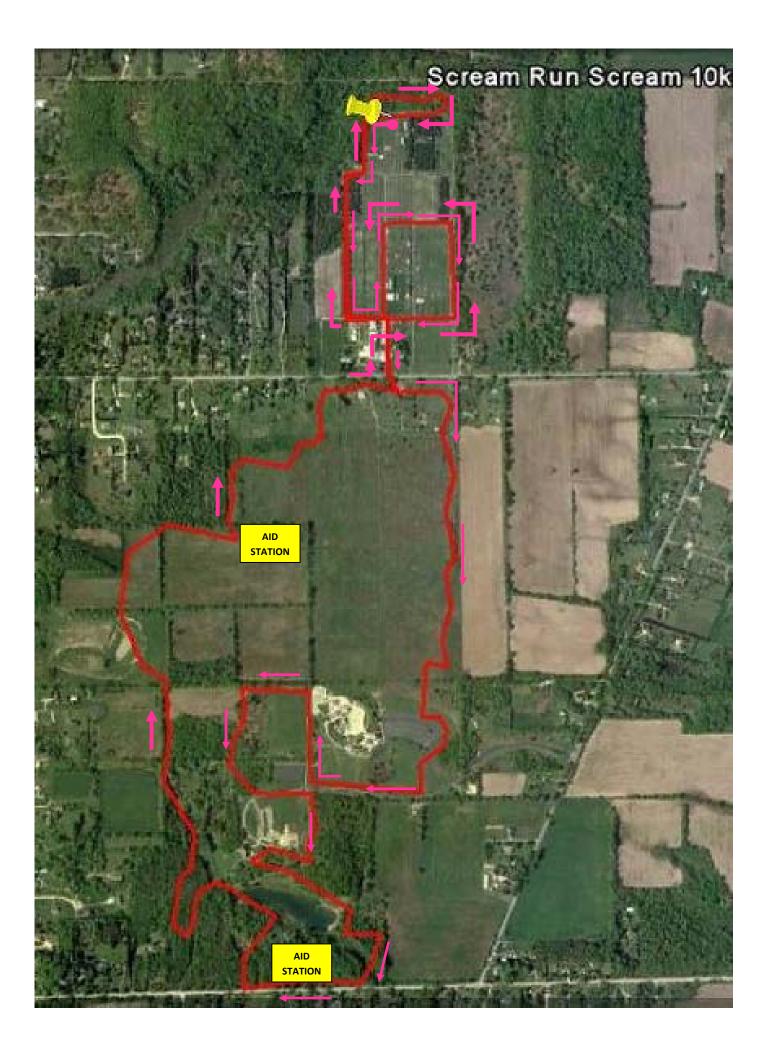
RESOLUTION REGARDING TEMPORARY ROAD CLOSURE

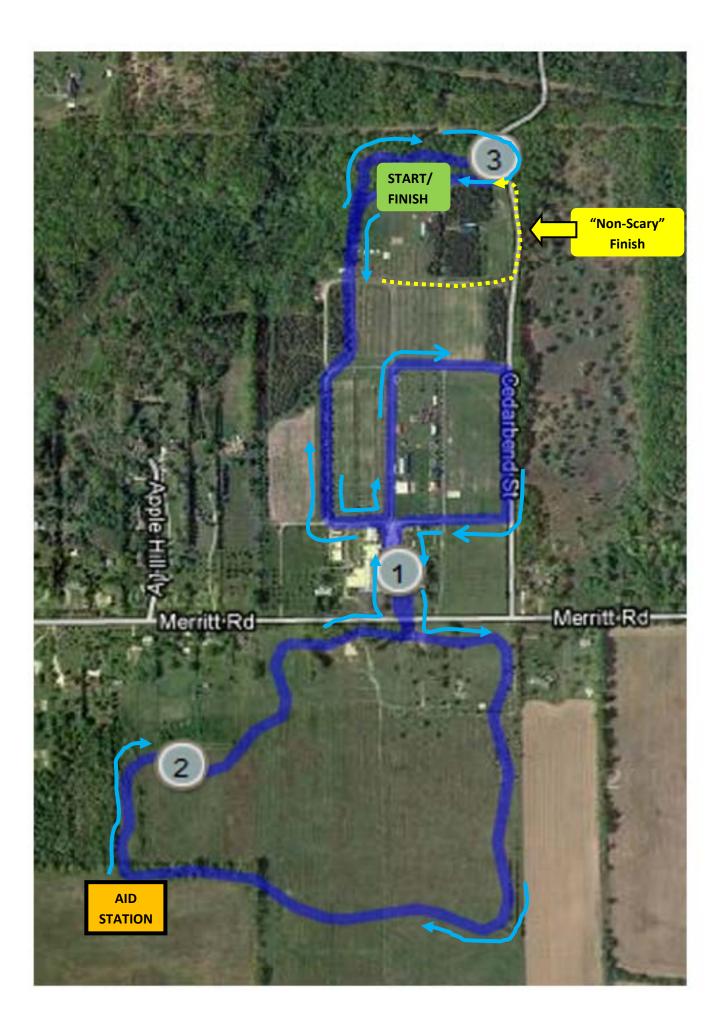
Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard on Saturday, October 6, 2012 from 8:30 a.m. to 11:00 a.m. for the Run Scream Run 5K and 10K run to benefit the March of Dimes of Southeastern Michigan.

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

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

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Dawn McConnachie of Running Fit be the authorized official designee in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.





OTHER BUSINESS