

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JUNE 24, 2013 REGULAR MEETING**

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

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

Members Absent: None

Legal Counsel: Wm. Douglas Winters and Angela King

PUBLIC COMMENTS

Arloa Kaiser, Township Resident voiced her concerns regarding bicyclists not following the rules.

CONSENT AGENDA

- A. MINUTES OF THE MAY 13, 2013 WORK SESSION, REGULAR MEETING AND MAY 23, 2013 SPECIAL MEETING**
- B. STATEMENTS AND CHECKS FOR JUNE 10, 2013 AND JUNE 24, 2013**
- C. MAY 2013 TREASURER REPORT**

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

SUPERVISOR REPORT

Supervisor Stumbo reminded everyone about the important August 6, 2013 millage election. She said information was sent with the water bills explaining the millage renewals and the 1.75 increase for police, fire, and garbage and yard waste. Supervisor Stumbo explained each household would receive a letter containing the exact amount of the increase on their taxes. She further explained the millages needed to pass in order to keep the current services.

Supervisor Stumbo stated Rob Nissley, Habitat for Humanity was at the meeting to discuss some of the Township's housing strategy. She said there had been a meeting with Catherine McClary, Washtenaw County Treasurer regarding the Township's strategy for housing. Supervisor Stumbo said the Township would be exercising their "First Right of Refusal" to purchase several homes to sell to Habitat for Humanity.

Supervisor Stumbo said the Board, under Other Business, would be discussing their support of working with Racer Trust to reinvest in Ypsilanti Township, the dollars acquired from the demolition of the Powertrain plant and the Board's support of the Yankee Air Museum. She stated this was an opportunity to demolish part and preserve part of an historic structure, to create jobs by allowing the Yankee Air Museum to develop their museum and the creation of a 1,000 capacity Convention Center, which would be the largest within Washtenaw County. Supervisor Stumbo stressed it was important for Racer Trust to collaborate with the Township on the project.

CLERK REPORT - TREASURER REPORT - TRUSTEE REPORT

The Clerk, Treasurer and Trustee reports were given at the Work Session

ATTORNEY REPORT

A. General Legal Update

Attorney Winters distributed the Liberty Square asbestos abatement proposal to the Board. He explained that based on the Cardno, ATC asbestos report, a proposal was submitted in the amount of \$58,000, which fell within the 10% contingency originally set aside in the grant fund by the State of Michigan. Attorney Winters stated the State of Michigan had executed the contract with the Township officials that guaranteed receipt of the \$653,000 grant and the asbestos remediation would be added to the contract with Dore. He said any unforeseen circumstances over the grant amount would require Board approval.

A motion was made by Trustee Mike Martin, supported by Clerk Lovejoy Roe to approve the amended contract with Dore & Associates for the demolition of Liberty Square, which would include the asbestos remediation, in the amount of \$58,200 and to authorize signing of the contract. The motion carried unanimously.

UNFINISHED BUSINESS

- 1. 2ND READING RESOLUTION NO. 2013-13, ORDINANCE NO. 2013-428, AMENDING CHAPTER 58 OF THE YPSILANTI CHARTER TOWNSHIP CODE OF ORDINANCES – BASKETBALL HOOPS**

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasure Doe to approve Resolution No. 2013-13, Ordinance No. 2013-428, Amending Chapter 58 of the Ypsilanti Charter Township Code of Ordinances – Basketball Hoops (see attached). The motion carried as follows:

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

NEW BUSINESS

- 1. REQUEST TO APPROVE MASTER EXCLUSIVE LISTING AGREEMENT- VACANT LAND FOR SALE BETWEEN CHARTER TOWNSHIP OF YPSILANTI AND PERRY & CO., LLC FOR A TERM OF TERM OF ONE (1) YEAR**

The Board agreed to remove this item from the agenda and place it on the July 22, 2013 Work Session agenda for further discussion. The Board further agreed to move item #7 up on the agenda.

- 7. RESOLUTION NO. 2013-18, AUTHORIZING PURCHASE OF FORECLOSED PROPERTIES UNDER THE “FIRST RIGHT OF REFUSAL” IN THE AMOUNT OF \$68,484, BUDGETED IN LINE ITEM #101.950.000.969.011, CONTINGENT UPON BUDGET AMENDMENT APPROVAL AND TO AUTHORIZE SIGNING OF SALES AGREEMENTS WITH HABITAT FOR HUMANITY FOR PROPERTIES OUTLINED IN RESOLUTION**

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Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve Resolution No. 2013-18, Authorizing the Purchase of Foreclosed Properties under the "First Right of Refusal" in the amount of \$68,484, budgeted in line item #101.950.000.969.011, contingent upon budget amendment approval and to authorize signing of the Sales Agreements with Habitat For Humanity for properties outlined in the Resolution (see attached). The motion carried unanimously.

Rob Nissley, Habitat for Humanity thanked the Board for the great partnership. He stated that Habitat had acquired 65 properties in Ypsilanti Township in the last five years and had invested over \$5,000,000. Mr. Nissley further stated Habitat homeowners had paid over \$100,000 in property taxes. He stressed there was anecdotal evidence that showed the importance of homeownership in stabilizing neighborhoods and families.

Clerk Lovejoy Roe said working with Habitat for Humanity had been the most rewarding experience she'd had since working on the Board.

Treasurer Doe said the first house bought under the "First Right of Refusal" was 1314 Rue Willette for \$5,000.

Mr. Nissley stated the home at 1314 Rue Willette was sold earlier this year for \$110,000. He further stated that Habitat was also expanding their weatherization program.

The motion carried unanimously.

2. 1st READING RESOLUTION NO. 2013-16, PROPOSED ORDINANCE NO. 2013-429 AMENDING CHAPTER 66, ARTICLE II OF THE YPSILANTI CHARTER TOWNSHIP CODE OF ORDINANCES – DANGEROUS TREES

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 Resolution No. 2013-16, Proposed Ordinance No. 2013-429, Amending Chapter 66, Article II of the Ypsilanti Charter Township Code of Ordinances – Dangerous Trees (see attached).

Trustee Scott Martin questioned the Township's liability regarding private property.

Attorney King explained the current ordinance only addressed public property and the amendment included private property. She further explained there were no real criteria to determine at what stage of disease or damage a tree posed a danger. Attorney King stressed that before the Township could require a tree to be removed, there would need to be proof it was posing a threat to safety.

Mike Radzik, OCS Director stated the Ordinance Department would respond to any complaints but some type of arrangement would need to be made to obtain an expert opinion as to a course of action. He said Attorney King suggested contacting the MSU Extension Office to see if they would provide that type of service. Mr. Radzik said if a tree posed a danger and voluntary compliance could not be obtained, they would work quickly through the court system.

The motion carried as follows:

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

3. 1ST READING RESOLUTION NO. 2013-19, PROPOSED ORDINANCE NO. 2013-430, AMENDING CHAPTER 42 ENTITLED "FIREWORKS" OF THE YPSILANTI CHARTER TOWNSHIP CODE OF ORDINANCES

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. 2013-19, Proposed Ordinance No. 2013-430, Amending Chapter 42 entitled "Fireworks" of the Ypsilanti Charter Township Code of Ordinances (see attached).

Trustee Mike Martin said he supported the ordinance but strongly opposed the time of midnight because if felt it was too late to let off fireworks. He said the only other option for residents was a disturbing the peace call. Trustee Martin stressed his disappointment that the Township could not enforce an earlier curfew.

Attorney King stated the Fireworks Act specifically stated that local government could not regulate the discharge of consumer fireworks except for the times outline in the proposed ordinance.

The motion carried as follows:

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

4. 1ST READING RESOLUTION NO. 2013-20, PROPOSED ORDINANCE NO. 2013-431, AMENDING CHAPTER 48 OF THE YPSILANTI CHARTER TOWNSHIP CODE OF ORDINANCES ENTITLED PROPERTY MAINTENANCE, ADOPTING 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE

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. 2013-20, Proposed Ordinance No. 2013-431, Amending Chapter 48 of the Ypsilanti Charter Township Code of Ordinances entitled Property Maintenance, Adopting the 2012 International Property Maintenance Code (see attached). The motion carried as follows:

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

5. REQUEST OF YPSILANTI TOWNSHIP GREENS COMMISSION TO APPROVE GOLF PRO SALARY ADJUSTMENT FOR DAN ROBERTS IN THE AMOUNT OF \$500 PER MONTH, RETROACTIVE TO MAY 2013

A motion was made by Trustee Scott Martin, supported by Trustee Eldridge to approve the Golf Pro salary adjustment for Dan Roberts in the amount of \$500 per month, retroactive to May 2013.

Trustee Mike Martin expressed his opposition to the increase, stating it was an inopportune time when the Board was asking residents to pass an increase in the millages.

Trustee Scott Martin explained that Mr. Roberts had been the interim pro for a while and he did not believe there was a contract.

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Trustee Eldridge said he supported the increase because Mr. Roberts was now in a supervision role and with the extra responsibility, there should be an increase until a final decision was made regarding the position. He suggested Mr. Roberts provide a business plan to help determine if he was suitable for the position in the long run.

Clerk Lovejoy Roe stated Mr. Roberts was originally hired as the Assistant Golf Pro and he had been filling in since Leon Jackson left in May.

Treasurer Doe explained Mr. Roberts had taken on a tremendous amount of responsibility making sure the books balanced, managing staff, as well as opening and closing the golf course. He believed he was meeting the challenge.

Arloa Kaiser, Township Resident expressed her opposition to the pay increase and she felt there should have been some discussion prior to Mr. Jackson retiring.

Supervisor Stumbo stated Leon Jackson's decision retire was sudden and Mr. Roberts stepped up to replace him.

The motion carried with six yes and Trustee Mike Martin voting no.

6. REQUEST TO APPROVE PA 116 FARMLAND AGREEMENT APPLICATION, PROPERTY #K-11-29-200-013 – SAMUEL AND LYNDA ELLIOT – YPSILANTI TOWNSHIP

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the PA Farmland Agreement Application, Property #K-11-29-200-013 – Samuel & Lynda Elliot – Ypsilanti Township (see attached). The motion carried unanimously.

8. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE AGREEMENTS WITH WASHTENAW COUNTY ROAD COMMISSION FOR THE INSTALLATION OF TRAFFIC CALMING DEVICES ON HAWTHORNE AVENUE IN THE AMOUNT OF \$39,709, NORTHLAWN AVENUE IN THE AMOUNT OF \$18,860 AND BIG PINE DRIVE IN THE AMOUNT OF \$48,299.50, BUDGETED IN LINE ITEM #101.446.000.818.002 AND TO AUTHORIZE SIGNING OF THE AGREEMENTS

Supervisor Stumbo stated the Board agreed to include the installation of traffic calming devices on Fairfield and a revised memo was distributed prior to the work session.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve the agreements with Washtenaw County Road Commission for the installation of Traffic Calming Devices on Hawthorne Avenue in the amount of \$39,709, Northlawn Avenue in the amount of \$18,860, Big Pine Drive in the amount of \$48,299.50 and Fairfield Avenue, in the amount of \$24,345, budgeted in line item #101.446.000.818.002 and to authorize signing of the agreements (see attached). The motion carried unanimously.

9. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE ANIMAL CONTROL ENFORCEMENT CONTRIBUTION CONTRACT WITH WASHTENAW COUNTY IN THE AMOUNT OF \$30,000, BUDGETED IN LINE ITEM #266.301.000.831.012 AND TO AUTHORIZE SIGNING OF THE CONTRACT

A motion was made by Trustee Hall Currie, supported by Clerk Lovejoy Roe to approve the Animal Control Enforcement Contribution Contract with Washtenaw County in the amount of \$30,000 budgeted in line item #266.301.000.831.012 and to authorize signing of the contract (see attached). The motion carried unanimously.

- 10. REQUEST OF RON FULTON, BUILDING DIRECTOR TO APPROVE PROFESSIONAL SERVICES CONTRACT WITH ENVIRONMENTAL MAINTENANCE ENGINEERS (EME) FOR THE ASBESTOS ABATEMENT AT PROPERTIES LOCATED AT 554 AND 597 E. GRAND BLVD. AND 2371 AND 2375 WIARD COURT IN THE AMOUNT OF \$27,320, BUDGETED IN LINE ITEM #101.950.000.969.011, CONTINGENT ON BUDGET AMENDMENT APPROVAL AND TO AUTHORIZE SIGNING OF THE PROPOSAL**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Professional Services Contract with Environmental Maintenance Engineers (EME) for the asbestos abatement at properties located at 554 and 597 E. Grand Blvd. and 2371 and 2375 Wiard Court in the amount of \$27,320, budgeted line line item #101.950.000.969.011, contingent on budget amendment approval and to authorize signing of the proposal (see attached).

Trustee Eldridge suggested seeking repayment from the property owners for asbestos removal cost whenever possible.

The motion carried unanimously.

- 11. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO AUTHORIZE LEGAL ACTION, IF NECESSARY TO ABATE PUBLIC NUISANCE AT 322 DEVONSHIRE ROAD AND ADJOINING VACANT LOT TO BE BUDGETED IN LINE ITEM #101.950.000.801.023, CONTINGENT UPON BUDGET AMENDMENT APPROVAL**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to authorize legal action, if necessary to abate the public nuisance at 322 Devonshire Road and adjoining vacant lot, to be budgeted in line item #101.950.000.801.023, contingent upon budget amendment approval. The motion carried unanimously.

- 12. REQUEST OF ERIC COPELAND, FIRE CHIEF TO APPROVE ANNUAL CONTRACT WITH EMERGENT HEALTH PARTNERS, INC. FOR DISPATCH SERVICES BETWEEN JUNE 1, 2013 AND JUNE 30, 2014 IN THE AMOUNT OF \$66,683.36, WITH MONTHLY FEE OF \$5,555.64, BUDGETED IN LINE ITEM #206.206.000.857.001 AND TO AUTHORIZE SIGNING OF THE CONTRACT**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve the annual contract with Emergent Health Partners, Inc. for Dispatch Services between June 1, 2013 and June 30, 2014 in the amount of \$66,683.36, with a monthly fee of \$5,555.64, budgeted in line item #206.206.000.857.001 and to authorize signing of the contract (see attached). The motion carried unanimously.

- 13. REQUEST OF ERIC COPELAND, FIRE CHIEF TO APPROVE FIRE MARSHAL SERVICES CONTRACT BETWEEN THE CITY OF YPSILANTI AND THE CHARTER TOWNSHIP OF YPSILANTI FOR A PERIOD OF NO MORE THAN 90 DAYS AND TO AUTHORIZE SIGNING OF THE AGREEMENT**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the Fire Marshal Services Contract between the City of Ypsilanti and the Charter Township of Ypsilanti for a period of no more than 90 days and to authorize signing of the agreement (see attached). The motion carried unanimously.

- 14. REQUEST TO APPROVE 2013-18 MIDDLE HURON PARTNERSHIP AND STORMWATER ADVISORY GROUP CONTRACTS IN THE ANNUAL AMOUNT OF \$7,557, BUDGETED IN LINE ITEM #101.780.000.801.000 AND TO AUTHORIZE SIGNING OF THE CONTRACTS**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve the request to approve the 2013-18 Middle Huron Partnership and Stormwater Advisory Group Contracts in the annual amount of \$7,557, budgeted in line item #101.780.000.801.000 and to authorize signing of the contracts (see attached). The motion carried unanimously.

Rick Lawson, Huron River Watershed Council provided a brief overview of the services provided by the council.

- 15. WASHTENAW COUNTY ROAD COMMISSION 2013 YPSILANTI TOWNSHIP FOURTH AGREEMENT IN THE AMOUNT OF \$267,000.00 PAID THROUGH BOND FUNDS AND TO AUTHORIZE SIGNING OF THE AGREEMENT**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the Washtenaw County Road Commission 2013 Ypsilanti Township Fourth Agreement in the amount of \$267,000.00 paid through bond funds and to authorize the signing of the agreement (see attached). The motion carried unanimously.

- 16. BUDGET AMENDMENT #10**

Clerk Lovejoy Roe read the budget amendment into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve Budget Amendment #10 (see attached). The motion carried unanimously.

- 17. SET PUBLIC HEARING DATE OF JULY 22, 2013 AT APPROXIMATELY 7:00 PM TO HEAR THE REQUEST OF BLUE MAJESTIC, LLC TO CREATE A SPECIAL ASSESSMENT STREET LIGHT DISTRICT IN MAJESTIC LAKE DEVELOPMENT**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to set a Public Hearing dated of July 22, 2013 at approximately 7:00 PM to hear the request of Blue Majestic, LLC to create a Special Assessment Streetlight District in Majestic Lake Development. The motion carried unanimously. The motion carried unanimously.

Supervisor Stumbo suggested the poles located at the intersections include the ability to install cameras, in the event future residents are interested.

OTHER BUSINESS

Supervisor Stumbo stated the Board agreed to add the request to have the attorney prepare a draft letter stating the Board's support of reinvesting in Ypsilanti Township, the dollars acquired from the demolition of the Powertrain plant, including the Board's support of the Yankee Air Museum and to adopt a resolution at the next meeting.

A motion was made by Trustee Eldridge, supported by Clerk Lovejoy Roe to authorize the Township Attorney to draft a letter on behalf of the Charter Township of Ypsilanti Board of Trustees stating the Board's support of reinvesting in Ypsilanti Township, the dollars acquired from the demolition of the Powertrain plant, including the Board's support of the Yankee Air Museum and to prepare a more comprehensive resolution for consideration by the Board at the July 22, 2013 Regular Meeting. The motion carried unanimously.

AUTHORIZATIONS AND BIDS

1. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO SEEK SEALED BIDS FOR REPAIR OF FORD LAKE PARK TENNIS COURTS

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve seeking sealed bids for the repair of Ford Lake Park Tennis Courts. The motion carried unanimously.

ADJOURNMENT

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

The meeting adjourned at approximately 8:32 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
MAY 1, 2013 THROUGH MAY 31, 2013

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	4,185,484.34	899,322.83	978,545.12	4,106,262.05
101 - Payroll	110,968.83	699,525.28	695,411.38	115,082.73
101 - Willow Run Escrow	141,548.27	30.06	0.00	141,578.33
206 - Fire Department	657,543.12	454.51	265,700.07	392,297.56
208 - Parks Fund	3,870.34	0.13	552.15	3,318.32
212 - Roads/Bike Path/Rec/General Fund	595,575.43	210,408.22	27,499.31	778,484.34
225 - Environmental Clean-up	444,114.56	17.25	0.00	444,131.81
226 - Environmental Services	2,007,831.92	1,117.68	198,991.26	1,809,958.34
230 - Recreation	313,148.56	26,999.18	58,882.94	281,264.80
236 - 14-B District Court	177,296.70	95,625.08	75,900.75	197,021.03
244 - Economic Development	67,146.95	2.61	0.00	67,149.56
248 - Rental Inspections	78,551.26	10,033.14	7,694.25	80,890.15
249 - Building Department Fund	334,637.99	34,330.31	19,632.44	349,335.86
250 - LDFA Tax	305.05	0.01	0.00	305.06
252 - Hydro Station Fund	745,681.62	46,954.50	23,432.10	769,204.02
266 - Law Enforcement Fund	933,984.46	3,528.34	916,906.77	20,606.03
280 - State Grants	18,374.86	0.71	0.00	18,375.57
301 - General Obligation	210,154.00	28.99	0.00	210,182.99
396 - Series "A" Bond Payments	7,063.87	261,647.77	261,760.00	6,951.64
397 - Series "B" Cap. Cost of Funds	44,024.69	1.71	0.00	44,026.40
398 - LDFA 2006 Bonds	119,205.60	4.63	0.00	119,210.23
498 - Capital Improvement 2006 Bond Fund	335,381.59	71.21	0.00	335,452.80
584 - Green Oaks Golf Course	135,275.95	110,126.12	59,752.45	185,649.62
590 - Compost Site	1,303,640.45	28,995.61	22,284.24	1,310,351.82
595 - Motor Pool	399,109.29	15.12	9,637.15	389,487.26
701 - General Tax Collection	191,311.85	11,792.84	113,132.05	89,972.64
703 - Current Tax Collections	14,317,971.98	4,602.03	427.39	14,322,146.62
707 - Bonds & Escrow/GreenTop	734,101.30	109,539.63	10,743.50	832,897.43
708 - Fire Withholding Bonds	37,877.11	0.00	14,829.32	23,047.79
893 - Nuisance Abatement Fund	60,979.14	586.39	2,275.14	59,290.39
ABN AMRO Series "B" Debt Red. Cap.Int.	27,036.96	0.00	0.00	27,036.96
Comerica Series B Bond	1,421.48	0.12	25.00	1,396.60
GRAND TOTAL	28,740,619.52	2,555,762.01	3,764,014.78	27,532,366.75

CHARTER TOWNSHIP OF YPSILANTI
Resolution No. 2013-13

Basketball Hoops

Whereas, the Township residents and neighborhood watch groups have expressed increasing concern over the placement of basketball hoops at the end of driveways and on lawn extension right-of-ways, and

Whereas, the placement of basketball hoops on public right-of-ways and public sidewalks and in and near public streets poses a hazard to basketball players, motorists and pedestrians; and

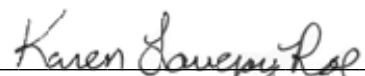
Whereas, Ordinance 2013-428 prohibits the placement of basketball hoops on public right-of-ways and public sidewalks; and

Whereas, violation of Ordinance 2013-428 constitutes a municipal civil infraction and permits the confiscation of the basketball hoop; and

Whereas, Ordinance 2013-428 does not regulate the placement or use of basketball hoops on private property.

Now therefore, be it resolved, that Ordinance 2013-428 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. 2013-13 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on June 24, 2013



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI ORDINANCE NO. 2013-428

An Ordinance to Amend Chapter 58
of the Ypsilanti Charter Township
Code of Ordinances - Basketball Hoops

The Charter Township of Ypsilanti hereby ordains that Chapter 58 of the Ypsilanti Township Code of Ordinances is amended to add the following new provision:

I. Purpose and Scope

This ordinance is intended to promote the safety of motorists, pedestrians and basketball players who are in the public right of way and public sidewalks by prohibiting the placement of portable or permanent basketball hoops on public sidewalks and public right of ways. This ordinance is not intended to regulate the placement or use of basketball hoops on private property.

II. Definitions

For the purpose of this ordinance, the following terms mean:

- A) "Basketball hoop" means a backboard, hoop with or without a net, or supporting apparatus designed or intended to be used to play basketball.
- B) "Public right of way" means a paved or unpaved highway, street or road, including lawn extensions and the portion of a driveway on public property, maintained by the Washtenaw County Road Commission for the use by the public.
- C) "Public sidewalk" means a paved area between the curb lines or the lateral sides of the roadway and the adjacent property lines intended for the use of pedestrians.
- D) "Supporting apparatus" means a post, pole or similar object that is either:
 - 1) attached to a moveable support base and is designed or intended to support a basketball hoop with or without a net, or
 - 2) affixed to the ground and is designed or intended to support a basketball hoop with or without a net

III. Basketball hoops are prohibited in public right of ways and sidewalks.

No person shall erect in the public right of way or public sidewalk a basketball hoop.

IV. Violations Civil Infraction

A person guilty of violating Section 3 of this ordinance shall be responsible for a municipal civil infraction as provided in Chapter 40 of this Code.

V. Removal of basketball hoops in public right of ways and sidewalks.

A basketball hoop located on a public right of way or public sidewalk in violation of Section III, may be removed by the Township or a law enforcement officer.

Severability

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

Publication

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

Effective date

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2013-428 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on June 24, 2013 after first being introduced at a Regular Meeting held on May 13, 2013. The motion to approve was made by member Roe and seconded by member Doe Yes: Eldridge, Currie, Scott Martin, Mike Martin, Doe, Roe and Stumbo. NO: None. ABSTAIN: None



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Published: July 4, 2013

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2013-18**

**Authorizing the Charter Township of Ypsilanti to
Exercise its “First Right of Refusal” and to Purchase
from Washtenaw County Treasurer, Catherine McClary
Acting in her Capacity as the Foreclosing Governmental
Unit Under the Authority of the General Property Tax Act The
Real Properties Described Herein Located In Ypsilanti Township,
Michigan**

Whereas, on **May 29, 2013** Washtenaw County Treasurer Catherine McClary, Acting in her capacity as the **Foreclosing Governmental Unit** (FGU) under the Authority of the **General Property Tax Act** (GPTA) foreclosed upon certain properties in the Washtenaw County Circuit Court due to delinquent real property taxes.

The “**List of Tax Foreclosed Properties**” for **2013** dated **May 28, 2013** (See Exhibit 1) was received and time stamped by Ypsilanti Township Clerk **Karen Lovejoy Roe** on **May 29, 2013** which contained *inter alia* the following Ypsilanti Township properties which set forth the amount of unpaid delinquent taxes and are described as follows:

1. **S. Wallace Blvd. (Vacant Lot)**
Parcel No.: **K-11-40-356-018**
Minimum Bid: **\$2,199.00**
Legal Description:
YP # 91-97 Lot 96 Steven’s Recreation Park Sub.

2. **550 Glenwood Avenue**
Parcel No.: **K-11-10-467-034**
Minimum Bid: **\$8,285.00**
Legal Description:
YP#75-85 S 14 FEET OF LOT 404 AND N 39 FEET OF LOT 405
LAPHAM & HOWE’S YPSI-MANORSUBD. NO. 1

3. **570 Greenlawn Street**
Parcel No.: **K-11-11-363-013**
Minimum Bid: **\$7,704.00**
Legal Description:
YP# 57-80 LOT 80 EAST LAWN SUBDIVISION.

4. **1370 Parkwood Avenue**
Parcel No.: **K-11-10-407-004**
Minimum Bid: **\$8,867.00**
Legal Description:
YP# 127-4 LOT 4 PARKWOOD GARDENS

5. **910 Auburndale Avenue**
Parcel No.: **K-11-10-385-009**
Minimum Bid: **\$9,210.00**
Legal Description:
YP# 94-9 LOT 218 STURTEVANT MANOR SUBDIVISION NO. 2

6. **Northlawn Avenue (Vacant Lot)**
Parcel No.: **K-11-06-301-140**
Minimum Bid: **\$4,173.00**
Legal Description:
YP# 94-9 LOT 218 STURTEVANT MANOR SUBDIVISION NO. 2

7. 1231 Rambling Road (Vacant Lot)

Parcel No.: K-11-03-162-002

Minimum Bid: **\$4,615.00**

Legal Description:

YP#133-135 LOT 196 EXCEPT S'LY 30' THEREOF & S'LY 20'
LOT 197 WASHTENAW CONCOURSE NO 2

8. 966 N. Prospect Road

Parcel No.: K-11-03-261-005

Minimum Bid: **\$7,161.00**

Legal Description:

YP# 64-5 LOT 5 GOLDEN RULE SUBDIVISION

9. 1133 Davis Street

Parcel No.: K-11-10-435-015

Minimum Bid: **\$10,642.00**

Legal Description:

YP# 68-137 LOT 137 HILL CREST SUBDIVISION

10. Share Ave. (Vacant Lot)

Parcel No.: K-11-14-240-002

Minimum Bid: **\$5,628.00**

Legal Description:

YP110G-1B; PART OF WEST WILLOW UNIT NUMBER 8, AS RECORDED IN LIBER 13, PAGE 31. COM AT NW COR OF SEC 14, TH S 00-11-20 W 210.00 FT ALONG W LINE OF SAID SEC; TH ALONG S LINE OF I-94, S 81-46-15 E 448.41 FT; TH S 00-11-20 W 66.65 FT TO PL OF BEG; TH S 00-11-20 W 198.48 FT TO THE SE COR OF SAID SUBDIVISION; TH S 70-11-20 W 34.66 FT ALONG THE N LINE OF SHARE ST.; TH SWLY ALONG ARC CONCAVE TO THE NORTH, 151.49 FT, THAT HAS A RADIUS OF 434 FT AND A 150.72 FT CHORD THAT BEARS S 80-11-20 W; TH N 89-48-40 W 110.00 FT; TH N 00-11-20 E 277.68 FT; TH S 81-46-15 E 295.74 FT TO THE PL OF BEG. CONSISTING OF PART OF LOT 562, ALL OF LOTS 563 THROUGH LOT 570, WEST WILLOW UNIT 8. CONTAINING 1.66 ACRES, T3S-R7E. (LIBER 2165 PAGE 264-266) (CORRECTED 09/15/99); and

Whereas, the Court of Appeals for the State of Michigan in an unanimous decision released for publication on **April 5, 2011** entitled "**City of Bay City vs Bay County Treasurer**" held that under the GPTA that ". . . **the determination of a proper purpose for the purchase of tax-delinquent property is a legislative function, vesting such determinations as arose in this case with Plaintiff's council. Furthermore, because MCL 211.78(m)(1) creates a mandatory legal duty on Defendant's part to sell the property to Plaintiff granting him no discretion to decide not to sale such property, the statute does not empower a county treasurer . . . to make an independent determination as to a municipality's professed 'public' purpose**" a copy of the Court of Appeals decision being attached hereto and incorporated by reference and labeled Exhibit 2; and

Whereas, from 2007 through 2013 Ypsilanti Township has seen approximately nearly 2,500 foreclosures which make up approximately thirty-three (33%) of all foreclosures that have occurred during this time period in Washtenaw County even though the Township's population is only fifteen (15%) of the County's total population; and

Whereas, this unprecedented record number of foreclosures in Ypsilanti Township resulted in a significant loss of tax revenue to the Township while also having a direct and negative effect upon the residential property values Township wide; and

Whereas, this record number of foreclosures in the Township destabilized a number of residential streets located within the Township's residential subdivisions and greatly contributed to a number of residential neighborhoods becoming predominantly rental properties which further contributed to the destabilization of residential properties; and

Whereas, the Charter Township of Ypsilanti in an effort to stabilize the Township's existing residential neighborhoods entered into a partnership with Habitat for Humanity for acquiring and rehabilitating residential properties located in the Township for homeowner occupancy which has resulted in increased neighborhood stabilization and has prevented further deterioration of existing residential subdivisions throughout the Township while also resulting in the increase of property values and the tax base in the Township; and

Whereas, Habitat has notified the Township of its desire to acquire additional residential properties in the Township for rehabilitation and resale to homeowners which further promotes the Township's Board stated policy of neighborhood stabilization; and

Whereas, the Ypsilanti Township Board of Trustees has determined and hereby finds that the exercise of its **"First Right of Refusal"** to acquire the above listed properties constitutes a **"Public Purpose"** as set forth in the Court of Appeals case entitled **"City of Bay City vs Bay County Treasurer"** since it is imperative that in order for the Township to achieve its stated public purpose of neighborhood stabilization and to prevent further deterioration of residential property values that the Township continues in its ongoing efforts with Habitat for Humanity to increase homeownership by acquiring residential properties in the Township for resale to Habitat who will rehabilitate said properties that in turn will be resold to persons for homeownership as opposed to being utilized as rental/investment properties; and

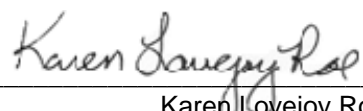
Whereas, the Township has been advised by the Washtenaw County Treasurer's Office that the minimum bid price for all of the above listed properties total **\$68,484.00**;

Now, Therefore The Ypsilanti Charter Township Board Of Trustees Hereby Resolves As Follows:

1. That the Township hereby finds and determines that the exercise of its **"First Right of Refusal"** pursuant to the General Property Tax Act as further defined in the Court of Appeals case entitled **"City of Bay City vs Bay County Treasurer"** to purchase the properties hereinabove listed located in the Township of Ypsilanti, Washtenaw County, State of Michigan, constitutes a **"Public Purpose"** since it is imperative that in order for the Township to achieve its stated public purpose of neighborhood stabilization and to prevent further deterioration of residential property values that the Township continues in its ongoing efforts with Habitat for Humanity to increase homeownership by acquiring residential properties in the Township for resale to Habitat who will rehabilitate said properties that in turn will be resold to persons

- for homeownership as opposed to being utilized as rental/investment properties.
2. That the Township hereby notifies Washtenaw County Treasurer Catherine McClary Acting in her Capacity as the Foreclosing Governmental Unit that the Township desires to purchase the above listed properties under the Township's "**First Right of Refusal**" for the minimum bid of each property which totals **\$68,484.00**.
 3. That the Township authorizes the payment of **\$68,484.00** for the purpose of acquiring the above listed properties pursuant to the Township's "**First Right of Refusal**" for the "**Public Purpose**" as defined herein.

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. 2013-18 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on June 24, 2013



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI ORDINANCE NO. 2013-429

An Ordinance to Amend Chapter 66,
Article II of the Ypsilanti Charter
Township Code of Ordinances

The Charter Township of Ypsilanti hereby ordains that Chapter 66, Article II of the Ypsilanti Township Code of Ordinances shall be amended as follows:

- I. Delete in its entirety subsection 66-28.
- II. Add the following new provision to subsection 66-28:

No tree or other vegetation which by virtue of disease, damage or insect infestation presents a hazard to persons or property on adjoining land shall be maintained.

Severability

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

Publication

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

Effective date

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2013-429 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on June 24, 2013. The second reading is scheduled to be heard on July 22, 2013.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

ORDINANCE NO. 2013-430

*An Ordinance to Amend Chapter 42,
Section 210 Entitled "Fireworks" Of the
Ypsilanti Charter Township Code of Ordinances*

The Charter Township of Ypsilanti **Ordains** that the Code of Ordinances Charter Township of Ypsilanti, Chapter 42, Section 210 entitled "Fireworks" is amended as follows:

ADD the following new provision:

Consumer Fireworks Prohibited Hours During National Holiday Periods

A person shall not ignite, discharge or use consumer fireworks within the Township on a national holiday, the day before a national holiday or the day after a national holiday between the hours of 12 midnight and 8:00 a.m. On New Years Day only, the ignition, discharge or use of consumer fireworks is prohibited between 1:00 a.m. and 8:00 a.m.

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.

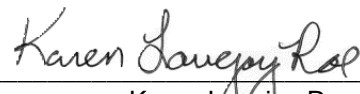
Publication

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. 2013-430 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on June 24, 2013. The second reading is scheduled to be heard on July 22, 2013.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

ORDINANCE NO. 2013-431

*An Ordinance to Amend the Code of Ordinances,
Chapter 48 entitled Property Maintenance
Adopting the 2012 International Property Maintenance Code*

The Charter Township of Ypsilanti **Ordains** that the Code of Ordinances Charter Township of Ypsilanti, Chapter 48 entitled **Property Maintenance** is amended as follows:

DELETE: Sections 48-27 entitled **Adoption** and 48-28 entitled **Additions, Insertions and Changes** in their entirety.

ADD: the following new provisions:

Section A. That a certain document, copies of which are on file in the office of the Ypsilanti Township Clerk, being marked and designated as the **International Property Maintenance Code**, 2012 edition, as published by the International Code Council, Inc., be and is hereby adopted as the **Property Maintenance Code** of the Charter Township of Ypsilanti, in the State of Michigan for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said **Property Maintenance Code** are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes prescribed in Section B of this ordinance.

Section B. The following sections are hereby revised:

Section 101.1. Insert: Charter Township of Ypsilanti

Section 103.5. Insert: As established by the Township Board, by Resolution, from time to time.

Section 106.3. Penalty is deleted in its entirety and replaced with the following new section:

Section 106.3. **Penalty.** Any person, firm, or corporation who shall violate a provision of this Code, shall be responsible for a municipal civil infraction, as provided in Chapter 40, Article II, of this Code, and shall be subject to a fine as follows:

- (i) the fine for any first violation shall be \$100.00;
- (ii) the fine for any violation which the violator has, within the past two years, been found in violation of once before, shall be \$250.00;
- (iii) the fine for any violation which the violator has, within the past two years, been found in violation of twice before, shall be \$500.00.

Lien upon real estate. The violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having

jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Each day a separate municipal civil infraction. A separate municipal civil infraction shall be deemed committed upon each day during or when a violation occurs or continues.

Section 110.1 General is deleted in its entirety and replaced with the following new section:

110.1 General. The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy to:

- 1) demolish and remove such structure or at the owner's option to repair the structure so that it is in a safe and sanitary condition fit for human occupancy
- 2) to board up and hold for future repairs for a reasonable period of time to be determined by the code official but not to exceed six months; or
- 3) where there has been a cessation of normal construction of any structure for a period of more than six months after the expiration of the permit, the code official shall order the owner to demolish and remove such structure.

Section 111.1 Application for Appeal is deleted in its entirety and replace with the following new section:

Section 111.1 Application for Appeal. Any persons directly affected by a decision of the code official or any notice or order which has been issued under this Code, or of any rule or regulation adopted pursuant thereto, shall have the right to request and be granted a hearing on the matter before the construction board of appeals established by the township pursuant to Section 14, Stile-DeRossett-Hale Single State Construction Code Act of 1972, Act 230 of Public Acts of 1972, as amended, ("Act"), provided that a written application for appeal is filed within 20 days after the day of the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. The procedures for appeal established by the Act or pursuant to the Act shall govern appeals from this Code.

302.4 Insert: 7 inches

Add the following new subsection as follows:

Section 304.13.3 Boarded windows The owner of a structure may, for a maximum of 30 days, board up a window when the window glass is broken, cracked or missing. After 30 days has expired, the window glass must be replaced with glass or other similar material and the board up material removed.

Section 304.14. Insert the following dates: April 1 to November 1.

Add new section as follows:

Section 304.15.1 Boarded doors. The owner of a structure may, for a maximum of 30 days, board up a door when the door is broken or otherwise rendered inoperable. After 30 days has expired, a replacement door must be installed, and the board up material removed.

Section 304.18.1 Doors is deleted in its entirety.

Add new section as follows:

Section 304.18.4 Common access In multiple dwellings which are offered for rent or lease and where access to individual dwelling or rooming units is provided by means of common hallways and exterior doors, such exterior doors and any windows shall be equipped as follows:

1. All doors shall be self-closing and self-latching and shall not be equipped with any type of hold-open device.
2. All doors shall be equipped with a lock requiring a key or code for entry from the exterior. The lock shall operate without any key, code, tool or other special knowledge or effort from the interior and be of a type that remains locked from the exterior at all times. Electric releases are permitted, and if so equipped, said releases shall be operable at all times. Strike plates shall have protective guards on the exterior side to prevent the lock from being pried open.
3. Common tenant areas such as laundry rooms, storage areas, etc., which are accessed from a common hallway shall have entry doors meeting the requirements of this section.

Section 602.3. Insert: January 1 to December 31.

Section 602.4. Insert: January 1 to December 31.

Add the following new section as follows:

603.7 HVAC Certification Requirement. All gas fired heating equipment shall be serviced and inspected by a licensed mechanical contractor. The mechanical contractor shall provide certification of inspection minimally every 4 years. The certification shall be on a form approved by the Building Official. Inspectors may require cleaning and service more frequently based on observations made during the inspections.

Section 605.2 Receptacles is deleted in it is entirety and replaced with the following new section:

605.2 Receptacles Every *habitable space* in a dwelling shall contain an adequate number of receptacle outlets to meet demand.

Add the following new section as follows:

702.4.1 Finished Basements emergency escape and rescue window. If a home constructed since 7/31/01 is found to have a finished basement, an emergency escape and rescue window shall be required. Homes constructed prior to 7/31/01 may have finished basements without an emergency escape and rescue window provided there are no sleeping areas in the basement, and the work was completed prior to 7/31/01. All sleeping areas in a basement shall be provided with an egress window.

Add the following new section as follows:

705 Fire Extinguishers

705.1 Where required. Portable fire extinguishers shall be installed as follows:

1. All dwelling units, which are offered for rent or lease, shall be equipped with a fire extinguisher with a minimum rating of 5ABC and meeting the requirements of the International Fire Code.

2. All common tenant areas in the structure in which said units are located containing laundry equipment for tenant use shall be equipped with a fire extinguisher with a minimum rating of 10ABC and meeting the requirements of the International Fire Code.

705.2 Location. All extinguishers shall be permanently mounted in conspicuous locations where they will be readily accessible and immediately available for use.

Section C. Severability

Should any provision or part of the within Ordinance be declared by any court of competent jurisdiction to be invalid or unenforceable, the same shall not affect the validity or enforceability of the balance of this Ordinance which shall remain in full force and effect.

Section D. Effective Date and Repeal of Conflicting Ordinances

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This ordinance shall take effect after 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. 2013-431 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on June 24, 2013. The second reading is scheduled to be heard on July 22, 2013.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti



FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. Please read the Eligibility and Instructions document before filling out this form.

OFFICIAL USE ONLY
Local Governing Body:
Date Received: May 31, 2013
Application No:
State:
Date Received:
Application No:
Approved: Rejected:

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR

I. Personal Information:

1. Name(s) of Applicant: Elliott Last SAMUEL First J. Initial

(If more than two see #15) Elliott Last LYNDIA First S Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:
[X] Married [] Single

2. Mailing Address: 6380 + 6330 STONY CREEK RD YPSILANTI MI 48199
Street City State Zip Code

3. Telephone Number: (Area Code) (734) 4836527

4. Alternative Telephone Number (cell, work, etc.): (Area Code) ()

5. E-mail address:

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: WASHTENAW 7. Township, City or Village: YPSILANTI

8. Section No. 29 Town No. T35 Range No. 7E

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? [] Yes [X] No

If "Yes", please explain circumstances:

12. Does the applicant own the mineral rights? [X] Yes [] No

If owned by the applicant, are the mineral rights leased? [] Yes [X] No

Indicate who owns or is leasing rights if other than the applicant:

Name the types of mineral(s) involved:

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes: [] Yes [X] No If "Yes", indicate to whom, for what purpose and the number of acres involved:

14. Is land being purchased under land contract [] Yes [X] No: If "Yes", indicate vendor (seller):

Name:

Address:

Street City State Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (seller) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date

Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

- 2 or more persons having a joint or common interest in the land
- Corporation Limited Liability Company Partnership
- Estate Trust Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)

This application is for:

- a. 40 acres or more —————> complete only Section 16 (a thru g);
- b. 5 acres or more but less than 40 acres —————> complete only Sections 16 and 17; or
- c. a specialty farm —————> complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc.):

CASH CROPS

b. Total number of acres on this farm: 80

c. Total number of acres being applied for (if different than above): _____

d. Acreage in cultivation: 70

e. Acreage in cleared, fenced, improved pasture, or harvested grassland: _____

f. All other acres (swamp, woods, etc.) 10

g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings 7 Residence: 2 Barn: 2 Tool Shed: 1

Silo: _____ Grain Storage Facility: 7 Grain Drying Facility: 1

Poultry House: _____ Milking Parlor: _____ Milk House: _____

Other: (Indicate) old CORN CRIB

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application from the sale of agricultural products (not from rental income):

\$ _____ : _____ = \$ _____ (per acre)
total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by the Michigan Department of Agriculture, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ _____

Please note: specialty farm designation may require an on-the-farm site visit by an MDA staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

Samuel J. Elliott
(Signature of Applicant)

(Corporate Name, If Applicable)

Lynda Sue Elliott
(Co-owner, If Applicable)

(Signature of Corporate Officer)

5/25/13
(Date)

(Title)

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: 5/31/13 (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: _____
 County Township City Village

This application is approved, rejected Date of approval or rejection: _____

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: _____

Property Appraisal: \$ _____ is the current fair market value of the real property in this application.

II. Please verify the following:

____ Upon filing an application, clerk issues receipt to the landowner indicating date received.

____ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

Note: Review Agencies have 30 days in which to respond before local governing body can proceed.

____ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDA-Farmland and Open Space Program, PO Box 30449, Lansing 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

<p>Please verify the following regarding Reviewing Agencies (sending a copy to reviewing agencies is required):</p> <p>COPY SENT TO:</p> <p>____ County or Regional Planning Commission</p> <p>____ Conservation District</p> <p>____ Township (if county has zoning authority)</p> <p>____ City (if land is within 3 miles of city boundary)</p> <p>____ Village (if land is within 1 mile of village boundary)</p>	<p>Before forwarding to State Agency, FINAL APPLICATION SHOULD INCLUDE:</p> <p>____ Copy of Deed or Land Contract (most recent showing <u>current ownership</u>)</p> <p>____ Copy of most recent Tax Bill (must include <u>tax description</u> of property)</p> <p>____ Map of Farm</p> <p>____ Copy of most recent appraisal record</p> <p>____ Copy of letters from review agencies (if available)</p> <p>____ Any other applicable documents</p>
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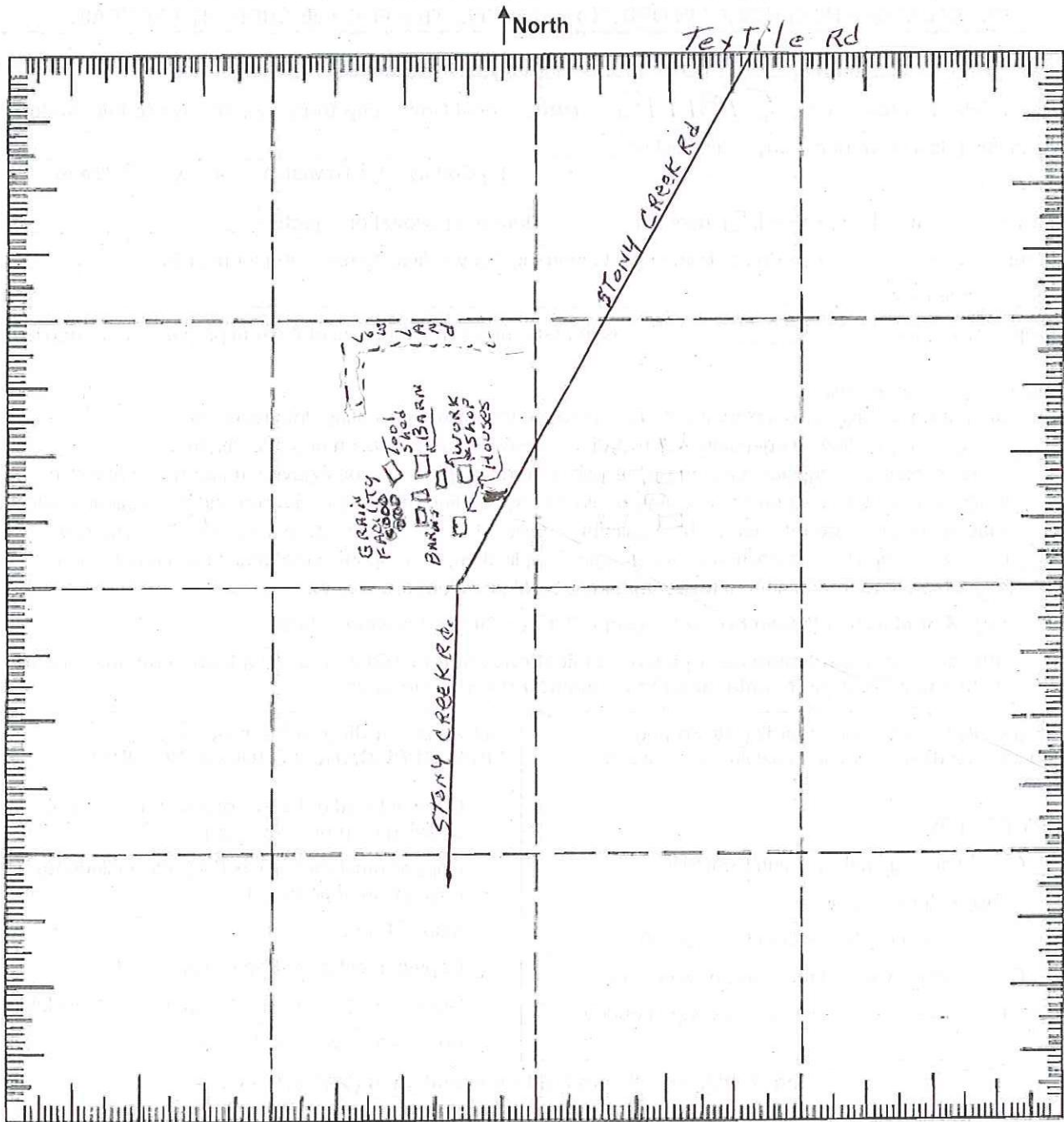
Questions? Please call Farmland Preservation at (517) 373-3328

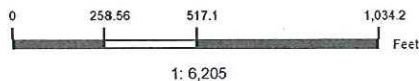
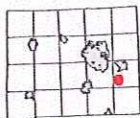
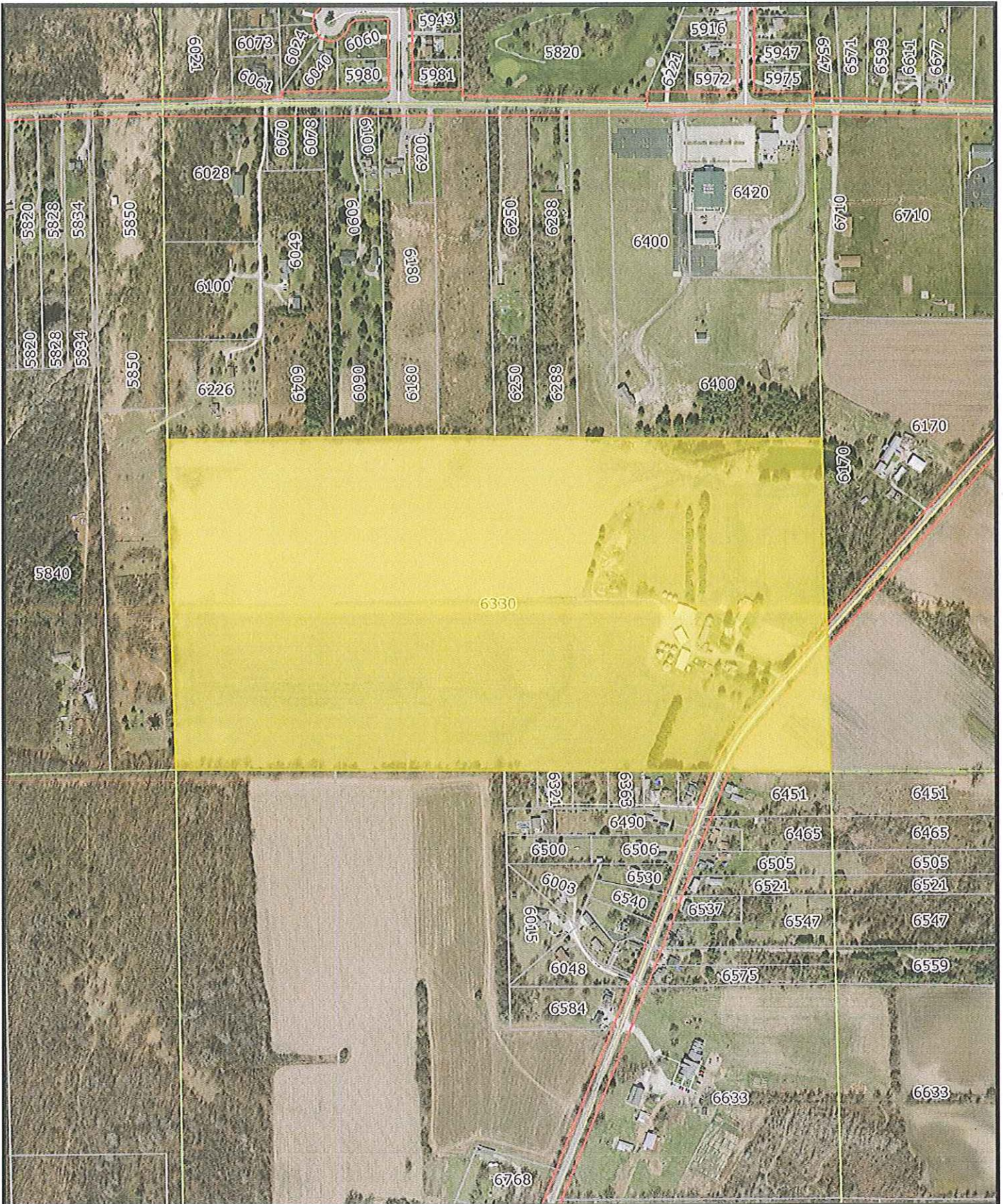
Map of Farm with Structures and Natural Features:

- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft² (1 mile²) Section)
- B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
- C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
- D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.

County WASHTENAW
Township 4PSILANTI
T 35 R 7E Section 29





NOTE: Parcels may not be to scale.

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.



OFFICIAL TAX STATEMENT

Larry J. Doe, Treasurer
 7200 S. Huron River Drive
 Ypsilanti, MI 48197
 734-484-1002 (Phone) 734-484-
 www.ytown.org
 Fax Number 734-484-5155

PLEASE RETURN THIS PORTION WITH PAYMENT. THANK YOU.	
This tax is due by: 02/28/2013	
After 02/28/2013 additional interest and fees apply	
2012 Winter Tax for Property Number:	K -11-29-200-013

TAXPAYER NOTE: Are your name & mailing address correct? If not, please make corrections below. Thank You.

Make Check Payable To: **YPSILANTI TOWNSHIP**

Property Addr: 6330 STONY CREEK RD

TOTAL AMOUNT DUE: \$ 0.00

To: ELLIOTT, SAM
 6330 STONY CREEK RD
 YPSILANTI MI 48197

BUILDING HOURS: MONDAY THROUGH FRIDAY
 MORNING HOURS: 8:30 A.M. UNTIL 12 NOON
 AFTERNOON HOURS: 1 P.M. UNTIL 4:30 PM

**CLOSED EVERY AFTERNOON
 BETWEEN 12:00 NOON AND 1:00 P.M.**

NOTE: If your taxes are paid by a mortgage escrow, it is your responsibility to forward this notice to them.

WWW.YTOWN.ORG

Please detach along perforation. Keep the bottom portion.

Charter Township of Ypsilanti 2012 Winter TAX Bill #: 14137

<p>MESSAGE TO TAXPAYER</p> <p>OUR OFFICE WILL BE CLOSED FROM DECEMBER 24, 2012 THROUGH JANUARY 1, 2013 AND WILL REOPEN JANUARY 2, 2013 AT 8:30AM.</p> <p>ALL PAYMENTS MUST BE RECEIVED IN THE TREASURER'S OFFICE NO LATER THAN 4:30PM , FEBRUARY 14, 2013. POSTMARKS WILL NOT BE ACCEPTED. ALL PAYMENTS RECEIVED BY THE TOWNSHIP AFTER FEBRUARY 14 WILL INCUR AN ADDITIONAL 3% PENALTY.</p> <p>ANY CHECK RETURNED UNPAID BACK TO OUR OFFICE BY YOUR BANK WILL HAVE AN ADDITIONAL FEE OF \$30.00</p> <p>WINTER TAX BILLS CAN BE PAID IN FULL AT ANY YPSILANTI BRANCH OF CITIZENS BANK, BANK OF ANN ARBOR OR KEYBANK. THE TOP PORTION OF THIS BILL MUST BE PRESENTED AT THE TIME OF PAYMENT.</p> <p>ONLY CASH OR CHECK IS ACCEPTED IN THE OFFICE. CREDIT CARD PAYMENTS CAN BE MADE ON LINE AT WWW.YTOWN.ORG</p>	<p>PAYMENT INFORMATION</p> <p>This tax is due by: 02/28/2013</p> <p>Pay by mail to: Larry J. Doe, Treasurer 7200 S. Huron River Drive Ypsilanti, MI 48197 734-484-1002 (Phone) 734-484-5155 (www.ytown.org</p>																																																						
<p>PROPERTY INFORMATION</p> <p>Property Assessed To: ELLIOTT, SAM</p> <p>6330 STONY CREEK RD YPSILANTI, MI 48197 YPSILANTI SCHOOL DIS</p> <p>Property # K -11-29-200-013 School: 81020 Property Address: 6330 STONY CREEK RD Map #: R 029 010 00</p> <p>Legal Description: YP#29-5 S 1/2 OF NW 1/4 SEC. 29 T3S R7E 80.00 AC.</p>	<p>TAX DETAIL</p> <table> <tr> <td>Taxable Value:</td> <td>197,140</td> <td>AGRICULTURAL IMPRO</td> </tr> <tr> <td>State Equalized Value:</td> <td>283,300</td> <td>Class: 101</td> </tr> <tr> <td>Assessed Value:</td> <td>283,300</td> <td></td> </tr> <tr> <td>P.R.E. %:</td> <td>80.0000</td> <td>Mortgage Code:</td> </tr> </table> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>Taxes are based upon Taxable Value. 1 mill equals \$1.00 per \$1000 of Taxable Value. Amounts with no millage are either Special Assessments or other charges added to this bill.</p> </div> <table> <thead> <tr> <th>DESCRIPTION</th> <th>MILLAGE</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>COUNTY PARKS</td> <td>0.47200</td> <td>93.05</td> </tr> <tr> <td>COUNTY NAT AREA</td> <td>0.24090</td> <td>47.49</td> </tr> <tr> <td>COUNTY EECs</td> <td>0.20000</td> <td>39.42</td> </tr> <tr> <td>COUNTY HCMA</td> <td>0.21460</td> <td>42.30</td> </tr> <tr> <td>COUNTY VET RELF</td> <td>0.02860</td> <td>5.63</td> </tr> <tr> <td>COUNTY ECON DEV</td> <td>0.06000</td> <td>11.82</td> </tr> <tr> <td>TOWNSHIP</td> <td>12.12120</td> <td>2,389.57</td> </tr> <tr> <td>LIBRARY</td> <td>1.50740</td> <td>297.16</td> </tr> <tr> <td>Total Tax</td> <td>14.84470</td> <td>2,926.44</td> </tr> <tr> <td>Administration Fee</td> <td></td> <td>29.26</td> </tr> <tr> <td>TOTAL AMOUNT DUE</td> <td></td> <td>2,955.70</td> </tr> <tr> <td>PREV. PAYMENTS</td> <td></td> <td>2,955.70</td> </tr> <tr> <td>BALANCE DUE</td> <td></td> <td></td> </tr> </tbody> </table>	Taxable Value:	197,140	AGRICULTURAL IMPRO	State Equalized Value:	283,300	Class: 101	Assessed Value:	283,300		P.R.E. %:	80.0000	Mortgage Code:	DESCRIPTION	MILLAGE	AMOUNT	COUNTY PARKS	0.47200	93.05	COUNTY NAT AREA	0.24090	47.49	COUNTY EECs	0.20000	39.42	COUNTY HCMA	0.21460	42.30	COUNTY VET RELF	0.02860	5.63	COUNTY ECON DEV	0.06000	11.82	TOWNSHIP	12.12120	2,389.57	LIBRARY	1.50740	297.16	Total Tax	14.84470	2,926.44	Administration Fee		29.26	TOTAL AMOUNT DUE		2,955.70	PREV. PAYMENTS		2,955.70	BALANCE DUE		
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<p>OPERATING FISCAL YEARS</p> <p>The taxes on bill will be used for governmental operations for the following fiscal year(s):</p> <p>County: - Twp/Vil/City: - School: - State: -</p> <p>Does NOT affect when the tax is due or its amount</p>																																																							

General Property Information

Ypsilanti Township

[Back to Non-Printer Friendly Version] [Send To Printer]

Parcel: K -11-29-200-013 Unit: YPSILANTI TOWNSHIP

Building sketches may be found under "attachments".

Property Address [collapse]
6330 STONY CREEK RD YPSILANTI, MI 48197

Owner Information [collapse]
ELLIOTT, SAM Unit: 11 6330 STONY CREEK RD YPSILANTI, MI 48197

Taxpayer Information [collapse]
SEE OWNER INFORMATION

General Information for Tax Year 2013 [collapse]			
Property Class:	101 - AGRICULTURAL IMPROVED	Assessed Value:	\$291,000
School District:	81020 - YPSILANTI COMMUNITY SCH	Taxable Value:	\$215,571
State Equalized Value:	\$291,000	Map #	R 029 010 00
INDEX #	0	Date of Last Name Chg:	12/01/2009
		Date Filed:	12/02/2009
		Notes:	N/A
Historical District:	N/A	Census Block Group:	N/A
Principal Residence Exemption	June 1st	Final	
2014	80.0000 %	-	
2013	80.0000 %	80.0000 %	
Previous Year Info	MBOR Assessed	Final S.E.V.	Final Taxable
2012	\$283,300	\$283,300	\$197,140
2011	\$286,300	\$286,300	\$191,958

Land Information [collapse]			
	Frontage		Depth
Lot 1:	0.00 Ft.		0.00 Ft.
Lot 2:	0.00 Ft.		0.00 Ft.
Lot 3:	0.00 Ft.		0.00 Ft.
Total Frontage:	0.00 Ft.	Average Depth:	0.00 Ft.
Total Acreage:	80.00		
Zoning Code:	R1 SINGLE FAM		

Land Value:	\$192,800	Mortgage Code:	0
Land Improvements:	\$0	Lot Dimensions/Comments:	
Renaissance Zone:	NO		
Renaissance Zone Expiration Date:			
ECF Neighborhood Code:	00008 - AGRICULTURAL CLASS		

Legal Information for K -11-29-200-013 [collapse]

YP#29-5 S 1/2 OF NW 1/4 SEC. 29 T3S R7E 80.00 AC.

Sales Information

0 sale record(s) found.

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page
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****Disclaimer:** BS&A Software provides this Web Site as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

[Privacy Policy](#)

RE: PA 116 Application - Samuel & Lynda Elliot

From : Brett Lenart <lenartb@ewashtenaw.org> Fri, May 31, 2013 02:00 PM
Subject : RE: PA 116 Application - Samuel & Lynda Elliot
To : 'Nancy Wrybkowski' <nwyrybk@ytown.org>

Hi Nancy, with no Planning Commission, the County will not conduct any review. Thanks,

-Brett Lenart
Washtenaw County Office of Community & Economic Development
(734) 622-9006 ph.

From: Nancy Wrybkowski [mailto:nwyrybk@ytown.org]
Sent: Friday, May 31, 2013 11:41 AM
To: Brett Lenart
Subject: PA 116 Application - Samuel & Lynda Elliot

Mr. Lenart:

Please see the attached application regarding the Farmland And Open Space Preservation Program, which is also being sent via USPS. I realize there is no longer a County Planning Commission, but if you could respond (via email) with that information, I can forward it to the State when the application is submitted to them.

Should you have any questions, please let me know. Thank you.

Nancy Wrybkowski
Deputy Clerk
Charter Township of Ypsilanti
734-484-4700





Washtenaw County Conservation District

7203 Jackson Rd Ann Arbor MI 48103-9506
Phone: (734) 761-6721x 5 Fax: (734) 662-1686
Web Site: www.washtenawcd.org



June 7, 2013

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

Karen:

The Washtenaw County Conservation District Board of Directors has reviewed Farmland and Open Space Preservation Program applications for farmland agreements recently submitted to the District.

At their June 6, 2013 meeting, the Board took the following action: Motion by Rentschler to approve the following farmland agreement application:

Samuel J. and Lynda S. Elliott, 80 acres, section 29, Ypsilanti Township

Motion carried.

If you have any questions regarding this action, please contact District Executive Director Dennis Rice.

Sincerely,

Jill Dohner, Secretary
Board of Directors

BIG PINE DRIVE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2013 between the Township Board of the Charter Township of Ypsilanti, Washtenaw County and the Board of Washtenaw County Road Commissioners.

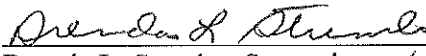
WHEREAS, the Charter Township of Ypsilanti desires to install a total of nine (9) speed humps on Big Pine Drive between Huron River Drive and Textile Road.

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

THEREFORE, BE IT AGREED that the Washtenaw County Board of Road Commissioners will install these speed humps at an estimated cost of \$48,299.50 and bill the Charter Township of Ypsilanti following completion of the installation.

IT IS FURTHER UNDERSTOOD that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverage for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverage 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.

FOR YPSILANTI TOWNSHIP:


Brenda L. Stumbo, Supervisor 6/25/13 _____ Witness


Karen Lovejoy Roe, Clerk _____ Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair _____ Witness

Roy D. Townsend, Managing Director _____ Witness

HAWTHORNE AVENUE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2013 between the Township Board of the Charter Township of Ypsilanti, Washtenaw County and the Board of Washtenaw County Road Commissioners.

WHEREAS, the Charter Township of Ypsilanti desires to install a total of seven (7) speed humps on Hawthorne Avenue between Ecorse Road and Glenwood Avenue.

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

THEREFORE, BE IT AGREED that the Washtenaw County Board of Road Commissioners will install these speed humps at an estimated cost of \$39,709.00 and bill the Charter Township of Ypsilanti following completion of the installation.

IT IS FURTHER UNDERSTOOD that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverage for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverage 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.

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo _____ Witness
Brenda L. Stumbo, Supervisor 6/25/13

Karen Lovejoy Roe _____ Witness
Karen Lovejoy Roe, Clerk

FOR WASHTENAW COUNTY ROAD COMMISSION:

_____ Witness
Douglas E. Fuller, Chair

_____ Witness
Roy D. Townsend, Managing Director

NORTHLAWN AVENUE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2013 between the Township Board of the Charter Township of Ypsilanti, Washtenaw County and the Board of Washtenaw County Road Commissioners.

WHEREAS, the Charter Township of Ypsilanti desires to install a total of three (3) speed humps on Northlawn Avenue between Brookside Road and Dexter Avenue.

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

THEREFORE, BE IT AGREED that the Washtenaw County Board of Road Commissioners will install these speed humps at an estimated cost of \$18,859.50 and bill the Charter Township of Ypsilanti following completion of the installation.

IT IS FURTHER UNDERSTOOD that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverage for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverage 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.

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo 6/25/13 _____ Witness
Brenda L. Stumbo, Supervisor

_____ Witness
Karen Lovejoy Roe, Clerk

FOR WASHTENAW COUNTY ROAD COMMISSION:

_____ Witness
Douglas E. Fuller, Chair

_____ Witness
Roy D. Townsend, Managing Director

FAIRFIELD ROAD AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2013 between the Township Board of the Charter Township of Ypsilanti, Washtenaw County and the Board of Washtenaw County Road Commissioners.

WHEREAS, the Charter Township of Ypsilanti desires to install a total of four (4) speed humps on Fairfield Road between Washtenaw Avenue and Packard Road.

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

THEREFORE, BE IT AGREED that the Washtenaw County Board of Road Commissioners will install these speed humps at an estimated cost of \$24,345.00 and bill the Charter Township of Ypsilanti following completion of the installation.

IT IS FURTHER UNDERSTOOD that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverage for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverage 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.

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo 6/25/13 _____ Witness
Brenda L. Stumbo, Supervisor

Karen Lovejoy Roe _____ Witness
Karen Lovejoy Roe, Clerk

FOR WASHTENAW COUNTY ROAD COMMISSION:

_____ Witness
Douglas E. Fuller, Chair

_____ Witness
Roy D. Townsend, Managing Director

CONTRACT

AGREEMENT is made this _____ day of _____, 2013, by YPSILANTI CHARTER TOWNSHIP ("Township"), located at 7200 S. Huron River Drive, Ypsilanti, Michigan 48197 and the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County").

WHEREAS, under Michigan law, the County is responsible for handling stray dogs and other smaller animal-related issues; and

WHEREAS, under Michigan law, other local governmental may choose to enact their own animal control ordinance and keep the fees assessed under that ordinance; and

WHEREAS, the Michigan Attorney General has opined (Opinion#5566, September 24, 1979) that a County is not responsible to pay for the costs associated with the enforcement of a local unit of government's animal control ordinance; and

WHEREAS, the County contracts with the Humane Society of Huron Valley ("HSHV") to provide statutorily required animal control services to the County; and

WHEREAS, the Township maintains its own animal control ordinance; and

WHEREAS, the parties have agreed that the County will continue to contract with HSHV, but that the Township will contribute funds to the County to help off-set those animals handled by HSHV under the Township's animal control ordinance.

NOW THEREFORE, in consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - COMPENSATION

The parties agree that to assist the County in helping to defray its contractual costs to HSHV for providing animal control services throughout the entire County, including those animal service costs generated by the Township's Ordinance, the Township will pay the County an amount not to exceed thirty thousand \$30,000.00 dollars. The Township shall pay these funds in a lump sum to the County immediately upon execution of this Contract.

ARTICLE II - TERM

This contract begins on June 3, 2013 and ends on December 31, 2013.

ARTICLE III - EQUAL EMPLOYMENT OPPORTUNITY

The County 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 County 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 County 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 County, 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 IV - EQUAL ACCESS

The County 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 V - ASSIGNS AND SUCCESSORS

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

ARTICLE VI - TERMINATION OF CONTRACT

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

ARTICLE VII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE VIII - 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 IX - EXTENT OF CONTRACT

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

ARTICLE X – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Verna J. McDaniel (DATE)
County Administrator

APPROVED AS TO CONTENT:

YPSILANTI CHARTER TOWNSHIP

By: _____
Department/Division Head (DATE)

By: *Brenda L. Stumbo 4/25/13*
Brenda L. Stumbo (DATE)
Supervisor

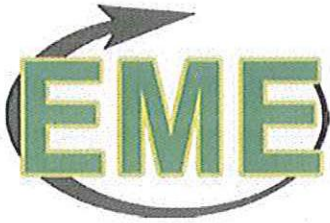
APPROVED AS TO FORM

Amber Henry Feb 6-25-13
APPROVED AS TO FORM

BY: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

BY: _____
Doug Winters (DATE)
Township Attorney

H: contract/animalrev



**ENVIRONMENTAL
MAINTENANCE
ENGINEERS, INC.**

25851 Trowbridge St., Inkster, MI 48141 Office: 313.791.2600 - Fax: 313.791.2601

June 11, 2013

Ronald Fulton
Building Director
Ypsilanti Township

RE: Asbestos abatement located in houses, Ypsilanti, MI Project # 39.44735.1301

Environmental Maintenance Engineers, Inc. (EME) is pleased to submit the following proposal of services for asbestos abatement at the above referenced location.

EME will provide all labor, materials, supervision, regulatory notifications and disposal necessary to complete the identified scope of work:

SCOPE 1: Locations
554 E Grand Blvd
\$1,100.00

2375 Wiard Ct
\$850.00

597 E Grand Blvd
\$24,720.00

2371 Wiard CT
\$650.00

Sincerely,
ENVIRONMENTAL MAINTENANCE ENGINEERS, INC.

Michal Kaska

Customer acceptance _____
Terms: Net 30

Gregory L. Strumbe
Amer Jemay Pal

Date 6/25/13

6/25/13



1200 State Circle
Ann Arbor, MI 48108-1691
734.302.3100

FIRE DISPATCHING SERVICE AGREEMENT

BETWEEN

EMERGENT HEALTH PARTNERS, INC.

AND

YPSILANTI CHARTER TOWNSHIP

This Fire Dispatching Service Agreement, effective the 1st day of July, 2013, between the **YPSILANTI CHARTER TOWNSHIP**, 222 S. Ford Blvd., Ypsilanti, MI 48198, a municipal corporation ("**Township**"), on behalf of the Ypsilanti Charter Township Fire Department ("**Fire Department**"), and **EMERGENT HEALTH PARTNERS, INC.**, 1200 State Circle, Ann Arbor, Michigan 48108, a Michigan nonprofit corporation, ("**EHP**").

WITNESSETH:

Whereas, Township is contracting with EHP to provide the Fire Department with certain dispatching services according to the terms of this Agreement; and

WHEREAS, EHP is currently operates a secondary public safety answering point and is engaged in the communication and dispatch of fire departments and ambulance services; and

WHEREAS, the Township and EHP mutually desire and agree that EHP shall provide communications and dispatching services, on behalf of the Fire Department,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

SECTION 1

SERVICES, EQUIPMENT AND PERSONNEL TO BE PROVIDED BY EHP

1.1 General Statement. EHP shall provide the following fire dispatching and communications services, including equipment and personnel on behalf of the Fire Department on an exclusive, "as needed" basis, twenty-four (24) hours a day, three hundred sixty-five (365) days a year, pursuant to the terms of this Agreement.

1.2 Dispatching and Communications Services ("**Services**").

1.2.1. **Services.** EHP shall provide the following services to the Fire Department:

- a. Answer 9-1-1 calls, other telephone lines, and radio channels for the purpose of receiving, documenting, and recording requests for Fire Department services.
- b. Promptly notify the Fire Department of valid requests for Fire Department services ("**Service Request**") pursuant to guidelines, policies, procedures, and protocols established by EHP and approved by the Fire Department.
- c. Maintain radio coordination of service requests. Monitor, document, and record Fire Department communications activity.
- d. Cooperate fully with the Fire Department in any individual review of a Service Request.
- e. Cooperate fully in an annual review and in the development, preparation, and filing of administrative reports as may be reasonably required by the Fire Department for its appropriate operation.
- f. Make available such records as may be reasonably necessary and relevant to verify the number of Fire Department Service Requests made by EHP, and to verify EHP's actual dispatching costs, for purposes of establishing the annual fixed fee per dispatch to be paid by the Township to EHP pursuant to Section 3 of this Agreement.
- g. Neither EHP nor any of its personnel, in their capacity as providing Services pursuant to this Agreement, shall in any way be involved in the fire suppression or other direct activities of the Fire Department,

1.2.2. **Exceptions to Services.** EHP's obligations for Services pursuant to this Agreement are limited, however, by EHP's technical ability to adequately receive telephone information, as well as receive and transmit radio transmissions. The parties acknowledge that callers reporting emergencies are often difficult to understand and locate. The parties further acknowledge that EHP and the Fire Department utilize communications systems that neither party owns or maintains. EHP shall not be obligated to provide services pursuant to this Agreement if it is unable to do so for any reasons beyond its reasonable control.

1.3 **Telecommunications Equipment.** EHP agrees to provide Services using appropriate telecommunications equipment, including radio control consoles, radio base stations, telephone answering equipment, computer aided dispatch software, and telephone recording equipment. For the equipment that EHP owns and controls, EHP shall be responsible for the maintenance and repair of the above-mentioned telecommunications equipment.

1.4 **Personnel.** EHP shall provide qualified personnel to provide communications and dispatch service pursuant to this Agreement.

1.5 **Performance Standards.** EHP shall provide Services in good faith, in a timely manner, and accordance with industry standards.

1.6 Compliance with Law, Rules, and Regulations. In its performance of this Agreement, EHP shall comply with all laws, rules, regulations, ordinances and permits relevant to the provision of Services.

1.7 Non-Discrimination. EHP will not discriminate against any individual that requests Services, nor any employee or applicant for employment because of race, creed, color, sex, sexual preference, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of EHP's business).

SECTION 2

SERVICES, EQUIPMENT AND PERSONNEL TO BE PROVIDED BY THE YPSILANTI CHARTER TOWNSHIP FIRE DEPARTMENT

2.1 General Statement. The Township and the Fire Department shall retain ultimate authority and control over its own governance and operations.

2.2 Communications and Computer Equipment. The Fire Department shall provide and be responsible for its own radio communications and computer equipment for its individual stations, trucks and personnel.

2.3 Specialized Communications and Computer Equipment. It will be the responsibility of the Fire Department to provide to EHP any specialized communications or computer equipment, which is unique to its specific needs, and not used by EHP or the other fire departments that it provides Services for.

2.3 Compliance with Laws, Rules and Regulations. The Township and the Fire Department shall comply with all necessary laws, rules, regulations, ordinances, licenses or permits relevant to the provision of its responsibilities pursuant to this Agreement.

SECTION 3

PAYMENTS TO EHP FOR SERVICES, EQUIPMENT AND PERSONNEL

3.1 Basic Provision. In consideration of receiving Services, equipment and personnel provided by EHP to the Fire Department, the Township agrees to pay EHP monthly fee, which is recalculated annually. The fee, which is further described in **Appendix "A"**, is determined by dividing EHP's total cost of providing ambulance and fire department dispatching services by the activity of all of the individual agencies dispatched ("**Dispatched Agencies**").

3.2 First Year Fee. For the initial annual period of July 1, 2013 through June 30, 2014, the monthly fee for the Township is \$5,555.64 for a total fee of \$66,683.36 annually.

3.3 Payment. The Township shall pay EHP within sixty (60) days of receipt of invoice.

3.4 Subsequent Annual Fees. Each January, EHP will determine the cost and volume of activity for all of its Dispatched Agencies for the previous calendar year. This calculation will be used in determine the rate for the subsequent period beginning on July 1st. EHP shall notify the Township of the fee for the following period no later than February 28th.

SECTION 4

TERM AND TERMINATION

4.1 Term. This Agreement shall commence on July 1, 2013 and continue through June 30, 2015. Thereafter, this Agreement shall be automatically renewed for additional, successive one (1) year terms unless terminated by either party by giving the other at least sixty (60) days advance written notice.

In the event that either party provides notice of termination under this Section, EHP shall continue to provide Services to the Fire Department for up to three (3) months after the termination date, until September 30th, under the prevailing current fee while the Township makes other arrangements for dispatching services.

4.2 Termination. This Agreement may be sooner terminated as set forth below.

4.2.1. Termination During Annual Renewal. The agreement may be terminated by either party in accordance with Section 4.1.

4.2.2. Event of Substantial Default. In the event that either party has substantially defaulted in the performance of any obligation under this Agreement, the objecting party shall provide the defaulting party with written notice of the substantial default. If the default has not been cured within thirty (30) days, the objecting party shall have the option to terminate this Agreement.

4.2.3. Mutual Agreement. This Agreement may be sooner terminated by mutual written agreement of the parties.

4.2.4. Loss or Reduction of Insurance Coverage. In the event either EHP or the Township shall receive notice of a prospective change in the scope of insurance carried by either party pursuant to this Agreement; or with respect to an unreasonable increase in premiums charged for such insurance; or with respect to any other change in such insurance that is adverse to the insured or adverse to the party paying premiums, then, if such change would be a material change in such premiums, coverage, or other terms, the party receiving such notice shall at once give written notice of such change to the other party to this Agreement.

Either party to this Agreement, if adversely affected by such change, may terminate this Agreement on grounds of such change by giving at least thirty (30) calendar day's written notice of termination to the other party. In no event shall such termination be effective prior to the date when the insurance change goes into effect.

Either party to this Agreement, upon receiving notice of termination under this Section 4.2.4., may elect to prevent termination by curing the change. For purposes of the prior sentence: (a) with respect to a premium increase, "cure" means paying the increased premium for the balance of the Agreement's term; (b) with respect to termination, reduction in coverage, or other changes, "cure" means providing substitute coverage or substitute insurance.

4.3 Post-Termination Obligations. Upon termination of this Agreement, the parties shall cooperate with each other in the orderly transfer of obligations under this Agreement. Following the effective date of termination, each party shall remain liable for their own obligations or liabilities arising from activities carried on prior to the effective date of termination.

SECTION 5

GENERAL PROVISIONS

5.1 Insurance.

5.1.1. EHP.

a. Errors and Omissions Insurance. EHP shall provide commercial insurance to cover errors and omissions for Services, equipment and personnel provided to the Township pursuant to this Agreement. Insurance shall be in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, covering the activities of EHP, the Township, and their employees, elected officials, directors, officers and agents in connection with the obligations performed by each party pursuant to this Agreement.

b. Comprehensive General Liability Insurance. EHP shall provide commercial comprehensive general liability insurance in the amount of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate, covering the respective activities of EHP, its employees, directors, officers and agents in connection with its obligations performed pursuant to this Agreement.

5.1.2. Notice of Claim. In the event any claim is asserted against either party to this Agreement, or both of them, or against one or more of them, and one or more other persons, the parties of this Agreement shall give prompt notice of such claim to one another and shall cooperate in the defense of such claim, to the extent their separate interests permit.

5.2 Independent Contractor Relationship. It is expressly understood and agreed by the parties that EHP is acting as an independent contractor with respect to the provision of Services, equipment and personnel to the Township and Fire Department pursuant to this Agreement. Nothing in this Agreement is intended to create an employer/employee or joint venture relationship or allow the Township to exercise control or direction over the manner or method by which EHP performs Services which are the subject matter of this Agreement; provided always that the Services to be provided by EHP shall be provided in a manner consistent with the provisions of this Agreement.

5.3 Compliance with Laws and Regulations. EHP shall comply with all federal, state and local regulations, including, but not limited to all applicable OSHA/MIOSHA requirements and the Americans With Disabilities Act.

5.4 Interpretation of Agreement. This Agreement shall be governed by and interpreted under the laws of the State of Michigan.

5.5 Amendments. This Agreement contains the entire agreement between the parties hereto, and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any additions or amendments to this Agreement subsequent hereto shall be of no force and effect unless in writing and signed by both parties.

5.6 Non-Assumption of Liabilities. Neither party hereto, by entering into and performing this Agreement, shall become liable for any of the existing or future liabilities of the other party or of anyone affiliated with the other party, except as expressly provided herein. It is not the intent of the parties that either party assume the risks of anyone else or become guarantor, insurer, or indemnitor for anyone else, except as expressly provided herein. In no event shall either party be liable to the other for special, incidental or consequential damages, even if the other party has been advised of the possibility of such damages.

5.7 Limited Enforcement. This Agreement is intended solely for the benefit of the parties hereto, and there is no intention, express or otherwise, to create rights or interest for any party or persons other than the Township and EHP.

5.8 No Assignment. Neither party shall have the right to assign their rights and obligations under this Agreement without advance, written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed of the ___ day of _____, 20__:

YPSILANTI CHARTER TOWNSHIP
("TOWNSHIP")

EMERGENT HEALTH PARTNERS INC.
("EHP")

By: *Doreen G. Stumbe 6/25/13*

By: _____

Its: Supervisor

Its: President and CEO

By: *Karen Janejay Lal*

Its: Clerk

By: _____

Its: Clerk

APPENDIX "A"

EHP shall maintain an accounting of expenses for dispatching services in a separate and distinct cost center. The cost center shall include all expenses which are incurred in jointly dispatching all fire departments and ambulance services, including but not limited to facility depreciation, leasehold improvements, building maintenance, property taxes (if any), utilities including gas, electric, water and sewer, common radio equipment, common computer equipment software and other technology, back up electrical generators or supplies, telecommunications maintenance agreements, software licenses and support, personnel including wages and benefits and allocated costs for administrative support.

EHP and individual fire departments shall be responsible for their own mobile and portable radio equipment, mobile data terminals, station communications equipment, as well as specialized telecommunications connectivity such as ISDN, T1, microwave, fiber or other similar technologies.

Each January, EHP will determine the total expense of providing shared dispatching services (the cost) for the preceding 12-month fiscal year ending June 30th.

EHP will also determine the number of dispatched alarms (the activity) provided to each fire department and ambulance service. As used here, a "dispatched alarm" refers to an incident in which fire department or ambulance service is dispatched, without respect to whether a communication to or from EHP played a role in its dispatching. Each incident shall constitute a single "dispatched alarm", whether one or several pieces of equipment/vehicles were dispatched, and whether there is or is not ultimately a need for the agency's services at the scene.

The annual Cost will then be divided by the annual Activity to determine the "per dispatch" cost. The per dispatch cost and the individual agency's activity will be used to determine the amount to be charged for the next 12-month period beginning July 1st. The "per dispatch cost" beginning July 1st will be \$16.36. This rate shall be effective through June 30, 2015.

CONTRACT FOR FIRE MARSHALL SERVICES

CITY OF YPSILANTI AND CHARTER TOWNSHIP OF YPSILANTI

This Agreement is made this _____ day of June, 2013, between THE CITY OF YPSILANTI, a Michigan home-rule municipal corporation of One South Huron Street, Ypsilanti, MI 48197, hereinafter referred to as "CITY," and THE CHARTER TOWNSHIP OF YPSILANTI, a Michigan Charter Township, of 7200 South Huron River Drive, Ypsilanti, MI 48198, referred to as "TOWNSHIP," agree as follows:

WHEREAS the CITY is desirous of obtaining temporary Fire Marshall services to aid the CITY in administration and enforcement of the CITY fire prevention code(s) and activities, and the TOWNSHIP desires to provide such services as follows:

SCOPE

The Township will provide Fire Marshall services for the administration and enforcement of the City's fire prevention code(s) and activities, and to perform fire inspections and fire prevention activities, inclusive of plan review, code enforcement & citations, fire cause & origin investigations and preparing technical and administrative reports preferably using Firehouse (FH) software to document said services.

SUMMARY OF DUTIES & RESPONSIBILITIES

1. Plan and supervise the operations of the City of Ypsilanti Fire Marshal Division
 - a. Coordinate functions and activities associated with the division.
 - b. Maintain functions and activities of the division.
 - c. Recommend policies to enhance or maintain controls for enforcing laws and ordinances.
 - d. Promote fire safety in the City

2. Manage the operations of the City of Ypsilanti Fire Marshal Division
 - a. Perform inspections and investigations on City buildings to ensure compliance with codes and ordinances.
 - b. Coordinate the investigation of all fires in the City to determine cause and origin.
 - c. Reviews all plans submitted for fire safety, new construction, change of use group, renovation, etc.
 - d. Interprets and enforces codes and ordinances of the City and recommends new ordinances and revisions of existing ordinances.
 - e. Maintains public relations with community, speaks on fire safety concerns, answers inquiries and resolves citizen/business problems relating to fire prevention.

- f. Maintains a comprehensive file of all inspection, complaints, permits, monthly reports, etc.
- g. Coordinate associated functions and ordinances of building, law enforcement, housing, etc. to facilitate prompt compliance to current City laws, ordinances and standards.

IT IS AGREED AS FOLLOWS:

- 1. TOWNSHIP agrees to provide said services pursuant to this contract.
- 2. The Township agrees to utilize its current Fire Marshal as assigned service provider and in his absence to utilize staff State certified in the disciplines of Inspection, Cause & Origin, Plans Review and Fire Officer as service providers compliant to the requirements of YTFD fire marshal job description.

3. Minimum Hours. The Township agrees to provide a minimum of 8 hours or one work day per week (TBD) and after-hour fire inspections and investigations on a time-and-materials basis.

4. Faithful, Diligent Performance. The TOWNSHIP shall perform the Contract faithfully and diligently and perform the services in a competent, professional, satisfactory and proper manner and during the Contract term or extensions thereof, use every best effort and endeavor to promote the interests of the CITY and devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently carry out and perform the Contract.

5. Payment. City shall pay for said services as follows:

FEE SCHEDULES

\$500.00 = One day per week or 8 hours weekly - \$100 each additional hour above 1st 8 hours

\$200.00 = Initial (2hr) callback for inspection/code enforcement - \$75 additional per hour above first 2hrs

\$600.00 = Initial (4hr) emergency callback for fire investigations - \$100 additional per hour above 1st 4hrs

a. TOWNSHIP shall invoice the work as completed and City shall pay within 30 days thereafter.

6. Termination. The parties understand and agree that the either party may terminate this Contract at any time with ten days notice. In such event the TOWNSHIP will be compensated for work already completed. This contract is to be performed in Washtenaw County, Michigan, and all legal venue shall exclusively lie

therein.

7. No Indemnification. Neither party shall indemnify the other, and each party shall be responsible for their own actions and inactions. Each party shall add the other as a named insured to their liability contract.

8. Independent Contractor Agreement. This is an independent contractor agreement, and all employees of each party shall continue to remain employees of that party and no employment relationship is hereby created, and no TOWNSHIP employee shall have any employment rights against the CITY.

9. Conflict of Interest. The TOWNSHIP covenants that the TOWNSHIP (individually, or if a corporation, trust, limited liability company or partnership, "the entity") nor any officer, principal, partner, agent or employee of the entity has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in the manner or degree of performance with the Contract. Further that if any such conflict of interest develops and exists during the term of the contract that the TOWNSHIP shall, within 7 days of the existence of such conflict of interest, notify the CITY in writing of the existence and nature of the said conflict of interest.

10. Contingent Fees. The TOWNSHIP warrants it has not employed or retained any company or person other than bonafide employees working solely for the TOWNSHIP, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, or person, other than a bonafide employee working solely for the TOWNSHIP, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty, the CITY shall have the right to annul the Contract without liability or, at its discretion, to deduct from the fees due the TOWNSHIP, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

11. The TOWNSHIP further agrees to perform this Contract in accord with all federal, state and local laws and will not discriminate against, or give preferential treatment to, any person on the basis of race, sex, sexual orientation, color, national origin, religion, handicap status, heights, weight, marital status, or other criteria which is not relevant to the particular job.

12. The TOWNSHIP further agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability as set forth in the American's With Disability Act, Michigan PWDA, age, height, weight, or marital status (except insofar as it relates to a bonafide or occupational qualification reasonably necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of the Agreement.

13. Term. The term of this agreement shall be for 90 days from commencement, or until the CITY establishes a Fire Marshall promotional list and acquires a Fire Marshall.

14. This Contract and attachments hereto are the sole Contract and Agreement between the parties concerning this matter. Any changes, additions or deletions shall not be effective or actionable unless they are in writing signed by the parties.

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of June, 2013.

In the presence of:

Angela Johnson

Maria Botina

CHARTER TOWNSHIP OF YPSILANTI

BY: Brenda L. Stumbo 6/25/13
Brenda L. Stumbo, Supervisor

Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk

THE CITY OF YPSILANTI

BY: _____
Paul Schreiber, Mayor

BY: _____
Frances McMullan, City Clerk

APPROVED AS TO FORM:

John M. Barr, P-10475
Ypsilanti City Attorney

William Douglas Winters, P-28965
Ypsilanti Township Attorney

PROFESSIONAL SERVICE CONTRACT

Project: Middle Huron Watershed Initiative

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

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

ARTICLE X – ASSIGNS AND SUCCESSORS

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

ARTICLE XI – TERMINATION OF CONTRACT

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

ARTICLE XII – EQUAL ACCESS

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

ARTICLE XIII – OWNERSHIP OF DOCUMENTS AND PUBLICATION

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

ARTICLE XIV – PAYROLL TAXES

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

ARTICLE XV – CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

Ypsilanti Charter Township

HURON RIVER WATERSHED COUNCIL

By: Brenda Stumbo
Brenda Stumbo (date) 6/25/13
Supervisor

By: Laura Rubin June 4, 2013
Laura Rubin, (date)
Executive Director

Charles Jeffrey Riebsch
Chak

2013 YPSILANTI TOWNSHIP FOURTH AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, 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.

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 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.

1. **Harris Road, Ecorse Road (M-17) to Russell Street:**

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

Estimated project cost: \$ 107,300.00

2. **Russell Street, Ford Boulevard to Harris Road:**

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

Estimated project cost: \$ 29,200.00

3. **Big Pine Drive, Huron River Drive to New Meadow Drive:**

Work to include milling the existing surface, the placement of 3" bituminous overlay, ADA sidewalk upgrades, and the associated project restoration. Final cost to be determined by competitive bid.

Estimated project cost: \$ 81,000.00

4. Pine View Golf Estates North Subdivision:
Work to include crack sealing. Roads to include: Vista Drive, Pine View Drive, Madrona Drive, South Eagle Court, North Eagle Court, and Red Oak Court.
Estimated project cost: \$ 27,000.00
5. Merritt Road, Poplar Drive westerly to end of pavement:
Work to include crack sealing.
Estimated project cost: \$ 22,500.00

AGREEMENT SUMMARY

2013 LOCAL ROAD PROGRAM	
Harris Road	\$ 107,300.00
Russell Street	29,200.00
Big Pine Drive	81,000.00
Pine View Golf Estates North Subdivision	27,000.00
Merritt Road	<u>22,500.00</u>
Total Program	\$ 267,000.00

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP
UNDER THIS AGREEMENT DURING 2013 LESS ANY AVAILABLE
AND ELIGIBLE BOND PROGRAM FUNDS: \$ 267,000.00

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo _____ Witness
Brenda L. Stumbo, Supervisor 6/25/13

Karen Lovejoy Roe _____ Witness
Karen Lovejoy Roe, Clerk 6-25-13

FOR WASHTENAW COUNTY ROAD COMMISSION:

_____ Witness
Douglas E. Fuller, Chair

_____ Witness
Roy D. Townsend, Managing Director

CHARTER TOWNSHIP OF YPSILANTI

2013 BUDGET AMENDMENT #10

June 24, 2013

101 - GENERAL OPERATIONS FUND

Total Increase \$382,804.00

Budget line item transfer between departments from Assessing Department line item budget for tax appeals to Community Stabilization Department line item for public nuisance legal services. There will be no net effect to the general fund budget for this line transfer.

Expenditures: Decrease line item transfer	Tax Appeals	101-209-000-811.001	(\$50,000.00)
			<u>(\$50,000.00)</u>
Expenditures: Increase line item transfer	Public Nuisance Legal Service	101-950-000-801.023	\$50,000.00
			<u>\$50,000.00</u>

Increase legal services for public nuisance litigation services to promote community stabilization. This includes the request for 322 Devonshire of \$30,000. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$255,000.00
			<u>\$255,000.00</u>
		Net Revenues	<u>\$255,000.00</u>
Expenditures:	Legal Services	101-210-000-801.002	\$155,000.00
	Public Nuisance Legal services	101-950-000-801.023	\$100,000.00
			<u>\$255,000.00</u>
		Net Expenditures	<u>\$255,000.00</u>

Increase for purchase of foreclosed property under the "First Right of Refusal", for Habitat for Humanity, who will reimburse the Township. This is funded by reimbursement from Habitat for Humanity.

Revenues:	Reimbursement - Habitat Humanity	101-000-000-688.100	\$68,484.00
			<u>\$68,484.00</u>
		Net Revenues	<u>\$68,484.00</u>
Expenditures:	Contribution - Land Bank	101-950-000-969.011	\$68,484.00
			<u>\$68,484.00</u>
		Net Expenditures	<u>\$68,484.00</u>

Increase Community Stabilization contribution land bank for professional service to abate asbestos at \$27,320 and to have independent air monitoring service for an estimated \$4,000 totaling \$31,320. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$31,320.00
			<u>\$31,320.00</u>
		Net Revenues	<u>\$31,320.00</u>
Expenditures:	Contribution - Land Bank	101-950-000-969.011	\$31,320.00
			<u>\$31,320.00</u>
		Net Expenditures	<u>\$31,320.00</u>

Increase various general fund departments payout of PTO & Sick Time bank line item ending in 708.004 per agreements of contracts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101.000.000.699.000	\$28,000.00
			<u>\$28,000.00</u>
		Net Revenues	<u>\$28,000.00</u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	101-171-000-708.004	500.00
	Salaries Pay Out - PTO&SICKTIME	101-201-000-708.004	3,600.00
	Salaries Pay Out - PTO&SICKTIME	101-209-000-708.004	2,000.00
	Salaries Pay Out - PTO&SICKTIME	101-215-000-708.004	5,000.00
	Salaries Pay Out - PTO&SICKTIME	101-227-000-708.004	1,600.00
	Salaries Pay Out - PTO&SICKTIME	101-253-000-708.004	1,000.00
	Salaries Pay Out - PTO&SICKTIME	101-265-000-708.004	6,000.00
	Salaries Pay Out - PTO&SICKTIME	101-371-000-708.004	1,300.00
	Salaries Pay Out - PTO&SICKTIME	101-774-000-708.004	7,000.00
			<u>28,000.00</u>
		Net Expenditures	<u>28,000.00</u>

**CHARTER TOWNSHIP OF YPSILANTI
2013 BUDGET AMENDMENT #10**

June 24, 2013

206 - FIRE FUND

Total Increase \$2,000.00

Increase various general fund departments payout of PTO & Sick Time bank line item ending in 708.004 per agreements of contracts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206.000.000.699.000	\$2,000.00
			<u>\$2,000.00</u>
			<u><u>\$2,000.00</u></u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	206.206.000.708.004	\$2,000.00
			<u>\$2,000.00</u>
			<u><u>\$2,000.00</u></u>

226 - ENVIRONMENTAL SERVICES FUND

Total Increase \$4,100.00

Increase various general fund departments payout of PTO & Sick Time bank line item ending in 708.004 per agreements of contracts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	226.000.000.699.000	\$4,100.00
			<u>\$4,100.00</u>
			<u><u>\$4,100.00</u></u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	226-226-000-708.004	\$4,100.00
			<u>\$4,100.00</u>
			<u><u>\$4,100.00</u></u>

230 - RECREATION FUND

Total Increase \$10,000.00

Increase various general fund departments payout of PTO & Sick Time bank line item ending in 708.004 per agreements of contracts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	230.000.000.699.000	\$10,000.00
			<u>\$10,000.00</u>
			<u><u>\$10,000.00</u></u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	230.751.000.708.004	\$10,000.00
			<u>\$10,000.00</u>
			<u><u>\$10,000.00</u></u>

236 - 14B DISTRICT COURT FUND

Total Increase \$10,000.00

Increase various general fund departments payout of PTO & Sick Time bank line item ending in 708.004 per agreements of contracts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	236.000.000.699.000	\$10,000.00
			<u>\$10,000.00</u>
			<u><u>\$10,000.00</u></u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	236.136.000.708.004	\$10,000.00
			<u>\$10,000.00</u>
			<u><u>\$10,000.00</u></u>

248 - RENTAL INSPECTION FUND

Total Increase \$500.00

Increase various general fund departments payout of PTO & Sick Time bank line item ending in 708.004 per agreements of contracts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	248.000.000.699.000	\$500.00
			<u>\$500.00</u>
			<u><u>\$500.00</u></u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	248.248.000.708.004	\$500.00
			<u>\$500.00</u>
			<u><u>\$500.00</u></u>

CHARTER TOWNSHIP OF YPSILANTI

2013 BUDGET AMENDMENT #10

June 24, 2013

249 - BUILDING DEPARTMENT FUND

Total Increase \$500.00

Increase various general fund departments payout of PTO & Sick Time bank line item ending in 708.004 per agreements of contracts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	249.000.000.699.000	\$500.00
			<u>\$500.00</u>
			<u><u>\$500.00</u></u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	249.249.000.708.004	\$500.00
			<u>\$500.00</u>
			<u><u>\$500.00</u></u>

252 - HYDRO STATION FUND

Total Increase \$1,200.00

Increase various general fund departments payout of PTO & Sick Time bank line item ending in 708.004 per agreements of contracts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	252.000.000.699.000	\$1,200.00
			<u>\$1,200.00</u>
			<u><u>\$1,200.00</u></u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	252.252.000.708.004	\$1,200.00
			<u>\$1,200.00</u>
			<u><u>\$1,200.00</u></u>

266 - LAW ENFORCEMENT FUND

Total Increase \$2,000.00

Increase various general fund departments payout of PTO & Sick Time bank line item ending in 708.004 per agreements of contracts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	266.000.000.699.000	\$2,000.00
			<u>\$2,000.00</u>
			<u><u>\$2,000.00</u></u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	266.304.000.708.004	\$2,000.00
			<u>\$2,000.00</u>
			<u><u>\$2,000.00</u></u>

590 - COMPOST FUND

Total Increase \$4,000.00

Increase various general fund departments payout of PTO & Sick Time bank line item ending in 708.004 per agreements of contracts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	590.000.000.699.000	\$4,000.00
			<u>\$4,000.00</u>
			<u><u>\$4,000.00</u></u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	590-590.000-708.004	\$4,000.00
			<u>\$4,000.00</u>
			<u><u>\$4,000.00</u></u>

595-MOTORPOOL FUND

Total Increase \$1,077.00

Increase the budget to pay for repairs to the Chevy S-10. This will be funded for by reimbursement from Insurance Company.

Revenues:	Misc Revenue - Insurance Reimbursement	595.000.000.694.004	\$1,077.00
			<u>\$1,077.00</u>
			<u><u>\$1,077.00</u></u>
Expenditures:	Repairs & Maintenance	595-595-000-931.000	\$1,077.00
			<u>\$1,077.00</u>
			<u><u>\$1,077.00</u></u>

Motion to Amend the 2013 Budget (#10):

Move to increase the General Fund budget by \$382,804 to \$9,558,577 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$2,000 to \$4,952,782 and approve the department line item changes as outlined.

Move to increase the Environmental Services Fund budget by \$4,100 to \$2,654,038 and approve the department line item changes as outlined.

Move to increase the Recreation Fund budget by \$10,000 to \$924,410 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund budget by \$10,000 to \$1,275,772 and approve the department line item changes as outlined.

Move to increase the Rental Inspection Fund budget by \$500 to \$106,672 and approve the department line item changes as outlined.

Move to increase the Building Department Fund budget by \$500 to \$280,017 and approve the department line item changes as outlined.

Move to increase the Hydro Station Fund budget by \$1,200 to \$292,291 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$2,000 to \$6,708,139 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by \$4,000 to \$376,425 and approve the department line item changes as outlined.

Move to increase the Motor Pool Fund budget by \$1,077 to \$280,697 and approve the department line item changes as outlined.