CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk.

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

JEAN HALL CURRIE STAN ELDRIDGE MIKE MARTIN SCOTT MARTIN

March 25, 2013

Work Session – 5:00 p.m. (Earlier Start) Regular Meeting – 7:00 p.m.

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

DEPARTMENTAL REPORTS

14-B District Court

Revenue Report for February 2013

General Account

Account Number

Due to Washtenaw County

(101-000-000-214.222) **\$2,676.00**

Due to State Treasurer

 Civil Filing Fee Fund (MCL 600.171):
 \$15,701.00

 State Court Fund (MCL 600.8371):
 \$1,390.00

 Justice System Fund (MCL 600.181):
 \$18,074.00

Juror Compensation Reimbursement Fund:

Civil Jury Demand Fee (MCL 600.8371): \$10.00
Drivers License Clearance Fees (MCL 257.321a): \$2,460.00
Crime Victims Rights Fund (MCL 780.905): \$9,248.40

Judgment Fee (Dept. of Natural Resources): \$0.00

Due to Secretary of State

(101-000-000-206.136) \$2,460.00

Total: **\$49,343.40**

Due to Ypsilanti Township

Court Costs (101-000-000-602.136): \$40,342.60 Civil Fees (101-000-000-603.136): \$17,974.00 Probation Fees (101-000-000-604.000): \$7,045.00 Ordinance Fines (101-000-000-605.001): \$56,261.00 Bond Forfeitures (101-000-000-605.003): \$275.00 Interest Earned (101-000-000-605.004): \$7.50 State Aid-Caseflow Assistance (101-000-602.544): \$0.00 Expense Write-Off: (\$255.00)Bank Charges (Expense - 101.136.000.957.000): (\$1,003.22)

Total: **\$120,646.88**

Total to General Account - (101.000.000.004.136): \$172,666.28

Escrow Account

(101-000-000-205.136)

 Court Ordered Escrow:
 \$5,853.00

 Garnishment Proceeds:
 \$0.00

 Bonds:
 \$17,088.00

 Restitution:
 \$5,986.98

Total to Escrow Account - (101.000.000.205.136): \$28,927.98

14-B District Court

Monthly Disbursements

February 2013

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

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

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

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

All other revenues are transferred to the Ypsilanti Township Treasurer.

February 2013 Disbursements:

Washtenaw County: \$ 2,676.00

State of Michigan: \$ 49,343.40

Ypsilanti Township Treasurer: \$ 120,646.88

TOTAL: \$172,666.28

		Year to Date	
	F	Prior Year Compariso	n
Month	Revenue	Revenue	
	2012	2013	
January	\$75,430.17	\$93,843.72	
February	\$107,638.24	\$120,646.88	
March	\$93,319.73		
April	\$83,785.27		
May	\$90,318.38		
June	\$83,965.72		
July	\$71,264.07		
August	\$84,845.74		
September	\$100,571.52		
October	\$99,734.41		
November	\$76,072.83		
December	\$66,508.94		
Caseload			
Standardization			
Payment:	\$45,724.00	\$45,724.00	
Year-to Date			
Totals:	\$1,079,179.02	\$260,214.60	
Expenditure			
Budget:	\$1,184,583.00	\$1,265,772.00	
Difference:	(\$105,403.98)	(\$1,005,557.40)	

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MIKE MARTIN

SCOTT MARTIN



Human Resource

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-0065 Fax: (734) 484-5160

www.ytown.org

MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Karen Wallin

Human Resource Department

DATE: March 18, 2013

RE: Monthly Report

The items below are projects that the Human Resource Department has been working on since returning from leave, in addition to the day to day operations of the department.

- Ordinance Enforcement Assistant applications and resumes were reviewed. Interviews took place on Friday, March 8th and Monday, March 11th. The position has been offered and accepted by Jill Kulhanek with an anticipated start date of Monday, April 1st.
- Assisted 14-B District Court with newly vacated position of Deputy Court Clerk. The position was offered and accepted by Autumn Lewis, a former intern/temp for the court. Autumn started her new duties on March 1st.
- Completed the final reconciliation process for the Township's application with the Center for Medicare Services. Total reimbursement to the Township was \$42,174.57.
- 2013 Seasonal Employment process has begun. Seasonal employees for the golf course have started coming into HR to complete all necessary employment paperwork. Applications are also being forwarded to Recreation and Parks/Grounds Departments as they are received.
- Telephone Conference held between Cincinnati Times (employee time card system); HR and Deputy Supervisor Keen to prepare uploading employee PTO banks into the new time system and to allow for employees to log-on through the web to view their own individual time cards and PTO banks. We are still currently working through a few bugs before rolling the information out to employees.
- Together with IT Manager, Travis McDugald, interviewed 2 candidates forward from Manpower for the Help Desk position approved by the Board on January 28, 2013. Josh Mott began on Tuesday, February 26th.

• Meet with Treasurer Doe and Trustee Mike Martin regarding PTO policy for nonunion employees. Deputy Supervisor Keen is preparing a summary of information and a second meeting is being scheduled to include Trustee Eldridge and Deputy Supervisor Keen. Recommendation will be brought back to the entire board for consideration.

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



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

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

MARK A. PTASZEK

UNDERSHERIFF

To: Brenda Stumbo, Ypsilanti Township Supervisor From: Jim Anuszkiewicz, Police Services Lieutenant Through: Dieter Heren, Police Services Commander

Cc: Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board

Date: March 18, 2013

Re: February 2013 Police Services Information

In February of 2013 there were 2,183 calls for service in Ypsilanti Township, which is a 21% increase in calls for service as compared to February 2012. The increase is due to a data input change whereby Sheriff's Office traffic stops are now captured as a call for service. The change allows the Sheriff's Office the ability to map the location of the traffic stops and aligns with the practice already occurring in other Washtenaw County-based police agencies.

For the month of February there was approximately a 20% reduction in home invasions as compared to the same month last year. Both neighborhood deputies continue to monitor and provide support to road patrol deputies in tracking home invasions throughout the township.

During the month Deputies made three (3) fleeing and eluding arrests:

- February 14th at N. River St and Clark
- February 17th at Grove Rd near Rawsonville Rd
- February 18th on Wiard Rd near Tyler Rd

Grant funded traffic enforcement occurred between February 1st and February 3rd. Deputies initiated 96 traffic stops and made two drunk-driving arrests during that period. An additional grant funded detail targeting drunk driving will occur during the month of March.

The following locations were served with Search Warrant by the CAT Team with assistance from LAWNET:

February 1st in the 1100 Blk of S. Harris.

February 12th in the 200 Blk of Devonshire.

February 22nd in the 1100 Blk of Davis

February 22nd in the 1100 Blk of Davis

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LAWNET Search Warrants during February:

2200 Blk of Parkwood 800 Blk of George Place.

The Detective Bureau spent substantial resources and hours facilitating the arrest of three (3) persons in connection to the homicide that occurred on January 29th, 2013 in the 600 Blk of Calder St.

During the month of February there were approximately 138 residents that attended neighborhood watch meetings. This is approximately a 10% increase in attendees' from last month. We are pleased in that the program will continue to expand with the addition of another group this month.





Timeframe: From 2013-01-01 00:00:00 To 2013-02-28 23:59:00

Location: MunicipalArea | YPSILANTI TOWNSHIP

User Comments: YPSI TWP YTD 2013

Offense Class Code	Offense Class Description	Count
101	MURDER WITH FIREARM	1
210	CSC I - PENETRATION - P/V - FORCE	6
212	CSC III - PENETRATION - P/V - FORCE	1
216	CSC III - SODOMY - O/A - FORCE	1
221	CSC III - WITH OBJECT - FORCE	1
225	CSC II - FONDLING - FORCE	3
226	CSC IV - FONDLING - FORCE	1
310	ROBBERY WITH FIREARM	1
320	ROBBERY - STRONG-ARM	2
410	ASSAULT WITH A FIREARM	4
430	ASSAULT - OTHER WEAPON	17
440	ASSAULT WITH HANDS - FISTS - FEET	8
450	ASSAULT AND BATTERY	100
460	INTIMIDATION / THREAT	4
462	AGGRAVATED STALKING - FELONY	3
463	AGGRAVATED STALKING - MISDEMEANOR	2
499	ASSAULT (ALL OTHER)	5
510	BURGLARY - HOME INVASION - 1ST DEGREE	48
512	BURGLARY - FORCE - NON-RESIDENTIAL	10
521	BURGLARY - NO FORCE - RESIDENTIAL	7
610	PICKPOCKET	1
620	PURSE SNATCHING	1
633	RETAIL FRAUD I - SHOPLIFTING OVER \$1000 - FELONY	7
634	RETAIL FRAUD II - SHOPLIFTING UNDER \$1000 - MISDEM	5
636	RETAIL FRAUD III MISD	8
643	LARCENY FROM VEHICLE - B&E (INCLUDES W/DAMAGE - 750.356 A-B)	29
653	OF VEHICLE PARTS / ACCESSORIES - B&E	7
670	IN A BUILDING	17
680	FROM COIN MACHINE	1
699	LARCENY - ALL OTHER	22
710	AUTOMOBILE (CAR) THEFT	6
799	ALL OTHER VEHICLE	1
1040	COUNTERFEITING - ALL	6
1112	BAD CHECKS	1
1115	FRAUD - CREDIT CARD / AUTO TELLER MACHINE- (ATM) / FINANCIAL TRANS. DEVICE USE	9
1122	LARCENY BY CONVERSION	1
1134	DEFRAUD HOTEL/RESTAURANT	2
1155	FALSE STATEMENTS (FINANCIAL CONDITION)	1
1165	IDENTITY THEFT	7
1168	WIRE - PHONE - COMPUTER	1
1174	RETAIL FRAUD I - MISREPRESENT PRICE	1
1176	RETAIL FRAUD II - MISREPRESENT PRICE	1
1177	RETAIL FRAUD III (MISRP PRICE)	2

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Timeframe: From 2013-01-01 00:00:00 To 2013-02-28 23:59:00

Location: MunicipalArea | YPSILANTI TOWNSHIP

User Comments: YPSI TWP YTD 2013

Offense Class Code	Offense Class Description	Count
1199	ALL OTHER	12
1210	EMBEZZLEMENT	2
1330	STOLEN PROPERTY - RECEIVING / CONCEALING / POSSESSING	1
1340	STOLEN AUTO - REPORTED BY OTHER JURIS	3
1350	STOLEN PROPERTY - CHOP SHOP - OWN / OPERATE / CONDUCT	1
1410	MDOP - MALICIOUS DESTRUCTION OF PROPERTY	39
1513	EXPLOSIVES - STORAGE / LICENSING / TRANSPORT	1
1610	PROSTITUTION AND VICE	1
1718	PEEPING TOM	1
1813	CRACK COCAINE - SALE / MANUFACTURE	1
1814	CRACK COCAINE - USE / POSSESS	1
1815	COCAINE - SALE / MANUFACTURE	1
1816	COCAINE - USE / POSSESS	1
1820	MARIJUANA - SALE / MANUFACTURE	2
1821	MARIJUANA - USE / POSSESS	6
1833	HEROIN - SALE / MANUFACTURE	1
1834	HEROIN - USE / POSSESS	2
1843	HALLUCINOGEN - USE / POSSESS	1
1853	OTHER NARCOTIC - USE / POSSESS	9
1875	NARCOTIC EQUIPMENT / DEVICE VIOLATIONS	5
2020	NEGLECT OF CHILD	1
2022	CRUELTY / NEGLECT - OTHER	5
2115	OUI LIQUOR - includes per se	9
2117	THIRD OFFENSE	1
2125	OUI DRUGS	5
2220	SELL OR FURNISH TO UNDERAGE OR TO JUVENILE	1
2223	JUVENILE (16 & UNDER) USE / CONSUME / POSSESS ON ANY PROPERTY	1
2226	JUVENILE (16 & UNDER) CONSUME INTOXICANTS IN MOTOR VEHICLE	1
2305	FLEEING/ELUDING FELONY	2
2315	CONTEMPT OF COURT - BENCH WARRANT - FTCJ	3
2319	SEX OFFENDER REGISTRATION VIOLATION	1
2395	ESCAPE / FLIGHT - OTHER	1
2397	OBSTRUCT JUSTICE - OTHER	2
2399	OBSTRUCT POLICE - OTHER	3
2405	DISORDERLY CONDUCT	7
2440	PUBLIC NUISANCE	2
2454	CURFEW VIOLATION	1
2612	DRUGS - ADULTERATED (TAMPERED WITH)	2
2688	DOG LAW VIOLATIONS	2
2691	CONSERVATION LAWS	1
2820	RUNAWAY	18
2821	RECOVERED RUNAWAY	2
2822	LOST / MISSING JUVENILE	1
2022	EGG. 7 III.GGING SOVERILE	'

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Timeframe: From 2013-01-01 00:00:00 To 2013-02-28 23:59:00

Location: MunicipalArea | YPSILANTI TOWNSHIP

User Comments: YPSI TWP YTD 2013

Offense Class Code	Offense Class Description	Count
2825	INCORRIGIBILITY	3
2832	MISCELLANEOUS SCHOOL COMPLAINT	1
2840	MALICIOUS MISCHIEF	4
2899	ALL OTHER	32
2925	RECKLESS DRIVING	2
2931	OPS LICENSE SUSPENDED / REVOKED	3
2935	DWLS 2ND	10
2999	ALL OTHER	26
3010	FELONY	5
3020	MISDEMEANOR	44
3030	TRAFFIC	1
3040	FELONY - O/JURIS	10
3050	MISDEMEANOR - O/JURIS	21
3070	CIVIL / FRIEND OF THE COURT	3
3105	ACC, REAR END	2
3107	ACC, REAR END-RIGHT TURN	1
3113	ACC, INJURY TYPE B	2
3114	ACC, INJURY TYPE C	1
3145	TRAFFIC CRASHES - PROPERTY DAMAGE	110
3146	PROPERTY DAMAGE - HBD	1
3148	MOTOR VEHICLE - ANIMAL	1
3150	PROPERTY DAMAGE - H & R	27
3155	PERSONAL INJURY	14
3158	PEDESTRIAN - PERSONAL INJURY	2
3170	PRIVATE PROPERTY	11
3175	PRIVATE PROPERTY - H & R	5
3199	ACCIDENTS (ALL OTHER)	1
3205	SUDDEN DEATH - NATURAL	6
3208	DEATH INVESTIGATION - CAUSE UNKNOWN	3
3215	SUICIDE - ADULT	5
3217	ATTEMPT SUICIDE - ADULT	2
3221	ATTEMPT SUICIDE - JUVENILE	1
3225	OVERDOSE - DRUGS	4
3250	MENTAL	35
3262	HOSPICE DEATH	1
3299	WELFARE CHECK	49
3310	FAMILY TROUBLE	130
3311	CUSTOMER TROUBLE	6
3312	NEIGHBORHOOD TROUBLE	40
3314	MISSING PERSONS	2
3316	LOST PROPERTY	3
3318	FOUND PROPERTY	11
3324	SUSPICIOUS CIRCUMSTANCES	219

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Timeframe: From 2013-01-01 00:00:00 To 2013-02-28 23:59:00

Location: MunicipalArea | YPSILANTI TOWNSHIP

User Comments: YPSI TWP YTD 2013

Offense Class Code	Offense Class Description	Count
3326	SUSPICIOUS VEHICLES	23
3328	SUSPICIOUS PERSONS	186
3330	ASSIST OTHER LAW ENFORCEMENT AGENCY	56
3331	ASSIST MEDICAL	137
3332	ASSIST FIRE DEPT	20
3333	ASSIST MOTORIST	59
3334	ASSIST OTHER GOVT AGENCY	8
3336	ASSIST CITIZEN	239
3337	ASSIST CITIZEN - VEH LOCKOUT	1
3344	RECOVERED STOLEN VEHICLE - OTHER JURISDICTION	1
3345	ACCIDENTAL PROPERTY DAMAGE	4
3351	CIVIL - LANDLORD / TENANT	55
3352	CIVIL - VEHICLE TAKEN WITHOUT PERMISSION	1
3355	CIVIL MATTER - OTHER	66
3391	EMPLOYEE TROUBLE	1
3399	ALL OTHER	2
3480	SCUBA EQUIPMENT MAINTENANCE	1
3501	OPEN GENERIC	45
3503	OPEN GENERIC	5
3505	OPEN GENERIC	1
3507	OPEN GENERIC	3
3508	OPEN GENERIC	24
3509	OPEN GENERIC	146
3511	OPEN GENERIC	15
3523	OPEN GENERIC	19
3524	OPEN GENERIC	3
3525	OPEN GENERIC	1
3529	OPEN GENERIC	5
3531	OPEN GENERIC	2
3596	OPEN GENERIC	11
3597	OPEN GENERIC	176
3599	OPEN GENERIC	9
3702	ROAD HAZARD	31
3704	ABANDONED AUTO	31
3706	VEHICLE IMPOUND	3
3707	VEHICLE RELEASE	1
3708	PRIVATE IMPOUND	39
3710	VEHICLE OFF ROADWAY - CID	1
3720	MOTORCYCLE COMPLAINT	4
3728	PARKING COMPLAINT	69
3730	TRAFFIC MISCELLANEOUS A COMPLAINT	980
3732	TRAFFIC MISCELLANEOUS B COMPLAINT	4
3740	PROPERTY DAMAGE ACCIDENT - NO UD10	1

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Timeframe: From 2013-01-01 00:00:00 To 2013-02-28 23:59:00

Location: MunicipalArea | YPSILANTI TOWNSHIP

User Comments: YPSI TWP YTD 2013

Offense Class Code	Offense Class Description		Count
3760	COMMERCIAL VEHICLE INSPECTION		2
3799	TRAFFIC MISC		10
3802	ANIMAL PATROL		1
3803	ANIMAL - BARKING DOG		4
3804	ANIMAL COMPLAINT		56
3808	ANIMAL BITE / SCRATCH		15
3812	ANIMAL PICK-UP - ALIVE		5
3902	BURGLARY ALARM		238
3904	OPEN		10
3906	ROBBERY		1
3907	PANIC ALARM		41
3999	ALARMS ALL OTHER		4
4020	RADAR		8
4041	SPEEDING		2
4046	DISOBEY STOP SIGN		1
4049	IMPROPER LANE USAGE		1
4054	FAIL TO STOP FOR SCHOOL BUS		3
4062	IMPROPER USE OF LIGHTS		1
4071	PEDESTRIAN IN ROADWAY		1
4099	OTHER		1
4105	EQUIPMENT		2
4205	HANDICAPPED		3
4211	FIRE LANE		1
4222	ABANDONED MOTOR VEHICLE		2
4299	PARKING CITATIONS - OTHER		1
4307	DROVE WITH EXPIRED OPERATORS LICENSE		1
4598	MISCELLANEOUS - TTTT		13
4599	MISCELLANEOUS - UUUU		4
5015	DWELLING - SINGLE FAMILY		1
5170	FALSE CALL I/I/C/F		4
6012	TRAFFIC CONTROL		2
6018	VEHICLE INSPECTIONS		3
6065	MISCELLANEOUS DETAILS		55
6088	POLICE TRAINING		6
6199	OTHER		37
6310	K-9 TRACKING		2
6501	INSPECTION		14
6507	PATROL		7
6605	SERVE WARRANT / SUBPOENA		1
6701	FOLLOW-UP INVEST - FIELD		7
9999	FREE PATROL		2
		Grand Total:	4,447

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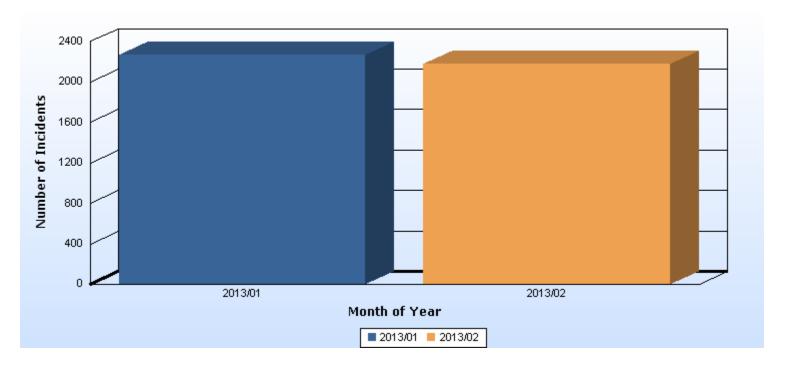


Number of Incidents by Month

Report Description
Timeframe: From 2013-01-01 00:00:00 To 2013-02-28 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments: YPSI TWP YTD 2013



Month of Year	Count
January, 2013 February, 2013	2,265 2,182
Total	4,447





Timeframe: From 2012-01-01 00:00:00 To 2012-02-29 23:59:00

Location: MunicipalArea | YPSILANTI TOWNSHIP

User Comments: YPSI TWP YTD 2012

Offense Class Code	Offense Class Description	Count
210	CSC I - PENETRATION - P/V - FORCE	12
215	CSC I - SODOMY - O/A - FORCE	1
220	CSC I - WITH OBJECT - FORCE	1
225	CSC II - FONDLING - FORCE	4
226	CSC IV - FONDLING - FORCE	2
318	ROBBERY WITH OTHER WEAPON	1
320	ROBBERY - STRONG-ARM	6
410	ASSAULT WITH A FIREARM	3
430	ASSAULT - OTHER WEAPON	10
440	ASSAULT WITH HANDS - FISTS - FEET	3
441	FLEEING RES IN ASSAULT	1
450	ASSAULT AND BATTERY	73
499	ASSAULT (ALL OTHER)	1
510	BURGLARY - HOME INVASION - 1ST DEGREE	73
512	BURGLARY - FORCE - NON-RESIDENTIAL	5
521	BURGLARY - NO FORCE - RESIDENTIAL	2
610	PICKPOCKET	1
620	PURSE SNATCHING	1
633	RETAIL FRAUD I - SHOPLIFTING OVER \$1000 - FELONY	12
634	RETAIL FRAUD II - SHOPLIFTING UNDER \$1000 - MISDEM	1
635	LARCENY OF GAS - SELF-SERVE	2
636	RETAIL FRAUD III MISD	3
643	LARCENY FROM VEHICLE - B&E (INCLUDES W/DAMAGE - 750.356 A-B)	16
653	OF VEHICLE PARTS / ACCESSORIES - B&E	2
670	IN A BUILDING	21
699	LARCENY - ALL OTHER	15
710	AUTOMOBILE (CAR) THEFT	16
810	ARSON	1
1020	FORGERY - CHECKS (alter / copy / imitate & pass as genuine)	2
1040	COUNTERFEITING - ALL	1
1112	BAD CHECKS	1
1115	FRAUD - CREDIT CARD / AUTO TELLER MACHINE- (ATM) / FINANCIAL TRANS. DEVICE USE	5
1134	DEFRAUD HOTEL/RESTAURANT	1
1165	IDENTITY THEFT	10
1180	RETAIL FRAUD II - REFUND / EXCHANGE	1
1199	ALL OTHER	16
1210	EMBEZZLEMENT	3
1340	STOLEN AUTO - REPORTED BY OTHER JURIS	3
1410	MDOP - MALICIOUS DESTRUCTION OF PROPERTY	32
1506	CONCEALED WEAPONS - ALL OTHER	2
1599	ALL OTHER VIOLATIONS	1
1610	PROSTITUTION AND VICE	6
	INDECENT EXPOSURE	1

3/12/13 Page 1 of 5





Timeframe: From 2012-01-01 00:00:00 To 2012-02-29 23:59:00

Location: MunicipalArea | YPSILANTI TOWNSHIP

User Comments: YPSI TWP YTD 2012

Offense Class Code	Offense Class Description	Count
1813	CRACK COCAINE - SALE / MANUFACTURE	1
1815	COCAINE - SALE / MANUFACTURE	2
1816	COCAINE - USE / POSSESS	1
1820	MARIJUANA - SALE / MANUFACTURE	3
1821	MARIJUANA - USE / POSSESS	6
1833	HEROIN - SALE / MANUFACTURE	4
1853	OTHER NARCOTIC - USE / POSSESS	5
1872	FRAUDULENT PROCUREMENT / PRESCRIPTION - NARCOTIC	1
1875	NARCOTIC EQUIPMENT / DEVICE VIOLATIONS	1
2020	NEGLECT OF CHILD	5
2022	CRUELTY / NEGLECT - OTHER	2
2115	OUI LIQUOR - includes per se	3
2116	SECOND OFFENSE	1
2117	THIRD OFFENSE	1
2312	PERJURY	1
2315	CONTEMPT OF COURT - BENCH WARRANT - FTCJ	7
2316	PROBATION VIOLATION	1
2321	SOR FAIL TO COMPLY	2
2397	OBSTRUCT JUSTICE - OTHER	4
2399	OBSTRUCT POLICE - OTHER	3
2405	DISORDERLY CONDUCT	2
2410	DISTURB THE PEACE	3
2443	OBSCENE TELEPHONE CALLS	1
2535	UNLAWFUL ENTRY - NO INTENT	1
2612	DRUGS - ADULTERATED (TAMPERED WITH)	4
2688	DOG LAW VIOLATIONS	1
2705	LOCAL ORDINANCES - ANIMAL CONTROL ORDINANCES	1
2820	RUNAWAY	7
2821	RECOVERED RUNAWAY	2
2822	LOST / MISSING JUVENILE	3
2825	INCORRIGIBILITY	3
2832	MISCELLANEOUS SCHOOL COMPLAINT	1
2840	MALICIOUS MISCHIEF	12
2855	JUVENILE TRANSPORT	1
2899	ALL OTHER	25
2921	FELONIOUS DRIVING	1
2923	FAIL TO REPORT ACCIDENT	1
2925	RECKLESS DRIVING	1
2931	OPS LICENSE SUSPENDED / REVOKED	8
2933	VEHICLE REGISTRATION - IMPROPER / EXPIRED	2
2934	VEHICLE INSURANCE - NONE / EXPIRED	2
2935	DWLS 2ND	3
2936	OPS - NEVER ACQUIRED	1
- 44 - 44 -		

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Timeframe: From 2012-01-01 00:00:00 To 2012-02-29 23:59:00

Location: MunicipalArea | YPSILANTI TOWNSHIP

User Comments: YPSI TWP YTD 2012

Offense Class Code	Offense Class Description	Count
2999	ALL OTHER	4
3010	FELONY	12
3020	MISDEMEANOR	64
3040	FELONY - O/JURIS	7
3050	MISDEMEANOR - O/JURIS	19
3070	CIVIL / FRIEND OF THE COURT	6
3105	ACC, REAR END	1
3113	ACC, INJURY TYPE B	1
3114	ACC, INJURY TYPE C	1
3145	TRAFFIC CRASHES - PROPERTY DAMAGE	106
3146	PROPERTY DAMAGE - HBD	1
3150	PROPERTY DAMAGE - H & R	34
3155	PERSONAL INJURY	15
3170	PRIVATE PROPERTY	9
3175	PRIVATE PROPERTY - H & R	3
3199	ACCIDENTS (ALL OTHER)	2
3205	SUDDEN DEATH - NATURAL	5
3208	DEATH INVESTIGATION - CAUSE UNKNOWN	6
3215	SUICIDE - ADULT	6
3217	ATTEMPT SUICIDE - ADULT	1
3218	IN CUSTODY-ATTEMPT SUICIDE ADULT	1
3219	SUICIDE JUVENILE	1
3225	OVERDOSE - DRUGS	2
3245	SICK CARED FOR	1
3250	MENTAL	44
3299	WELFARE CHECK	63
3309	LIQUOR INSPECTION	1
3310	FAMILY TROUBLE	181
3311	CUSTOMER TROUBLE	31
3312	NEIGHBORHOOD TROUBLE	51
3314	MISSING PERSONS	9
3316	LOST PROPERTY	7
3318	FOUND PROPERTY	12
3324	SUSPICIOUS CIRCUMSTANCES	260
3326	SUSPICIOUS VEHICLES	39
3328	SUSPICIOUS PERSONS	223
3330	ASSIST OTHER LAW ENFORCEMENT AGENCY	41
3331	ASSIST MEDICAL	138
3332	ASSIST FIRE DEPT	16
3333	ASSIST MOTORIST	45
3334	ASSIST OTHER GOVT AGENCY	4
3336	ASSIST CITIZEN	402
3337	ASSIST CITIZEN - VEH LOCKOUT	1

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Timeframe: From 2012-01-01 00:00:00 To 2012-02-29 23:59:00

Location: MunicipalArea | YPSILANTI TOWNSHIP

User Comments: YPSI TWP YTD 2012

Offense Class Code	Offense Class Description	Count
3338	ARREST ASSIST - OTHER AGENCY	2
3344	RECOVERED STOLEN VEHICLE - OTHER JURISDICTION	1
3345	ACCIDENTAL PROPERTY DAMAGE	4
3346	STORM DAMAGE	1
3351	CIVIL - LANDLORD / TENANT	78
3352	CIVIL - VEHICLE TAKEN WITHOUT PERMISSION	2
3355	CIVIL MATTER - OTHER	54
3399	ALL OTHER	2
3469	WATER - ANIMAL COMPLAINT	1
3480	SCUBA EQUIPMENT MAINTENANCE	1
3501	OPEN GENERIC	87
3504	OPEN GENERIC	1
3508	OPEN GENERIC	17
3509	OPEN GENERIC	191
3511	OPEN GENERIC	19
3523	OPEN GENERIC	227
3524	OPEN GENERIC	5
3525	OPEN GENERIC	1
3529	OPEN GENERIC	8
3531	OPEN GENERIC	4
3573	OPEN GENERIC	1
3596	OPEN GENERIC	17
3597	OPEN GENERIC	6
3599	OPEN GENERIC	9
3702	ROAD HAZARD	47
3704	ABANDONED AUTO	29
3706	VEHICLE IMPOUND	2
3708	PRIVATE IMPOUND	60
3710	VEHICLE OFF ROADWAY - CID	3
3714	ATV COMPLAINT	1
3728	PARKING COMPLAINT	30
3730	TRAFFIC MISCELLANEOUS A COMPLAINT	11
3740	PROPERTY DAMAGE ACCIDENT - NO UD10	1
3799	TRAFFIC MISC	5
3803	ANIMAL - BARKING DOG	6
3804	ANIMAL COMPLAINT	75
3808	ANIMAL BITE / SCRATCH	20
3812	ANIMAL PICK-UP - ALIVE	13
3902	BURGLARY ALARM	235
3904	OPEN	11
3906	ROBBERY	1
3907	PANIC ALARM	23
3910	VEHICLE	3

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Timeframe: From 2012-01-01 00:00:00 To 2012-02-29 23:59:00

Location: MunicipalArea | YPSILANTI TOWNSHIP

User Comments: YPSI TWP YTD 2012

Offense Class Code	Offense Class Description	Count
3999	ALARMS ALL OTHER	7
4035	HIT AND RUN	1
4037	FAIL TO REPORT ACCIDENT	1
4054	FAIL TO STOP FOR SCHOOL BUS	2
4205	HANDICAPPED	3
4222	ABANDONED MOTOR VEHICLE	4
4598	MISCELLANEOUS - TTTT	4
4599	MISCELLANEOUS - UUUU	2
5170	FALSE CALL I/I/C/F	3
6012	TRAFFIC CONTROL	3
6018	VEHICLE INSPECTIONS	3
6065	MISCELLANEOUS DETAILS	2
6088	POLICE TRAINING	14
6199	OTHER	93
6310	K-9 TRACKING	7
6501	INSPECTION	14
6507	PATROL	25
6701	FOLLOW-UP INVEST - FIELD	2
9999	FREE PATROL	1
	Grand	d Total: 3,896

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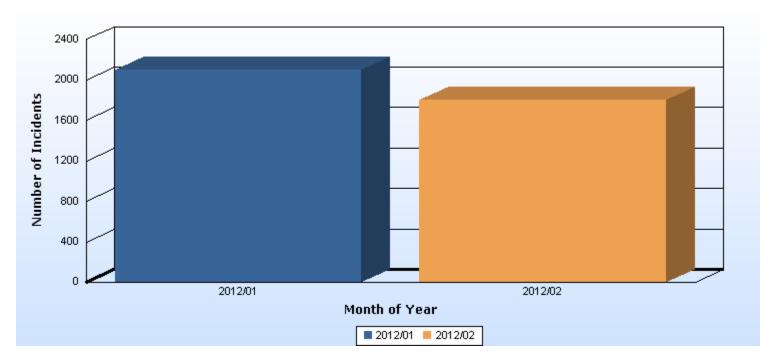
Number of Incidents by Month

Report Description

Timeframe: From 2012-01-01 00:00:00 To 2012-02-29 23:59:00

Location: MunicipalArea | YPSILANTI TOWNSHIP

User Comments: YPSI TWP YTD 2012



Month of Year	Count
January, 2012 February, 2012	2,098 1,798
Total	3,896





Timeframe: From 2013-02-01 00:00:00 To 2013-02-28 23:59:00

Location: MunicipalArea | YPSILANTI TOWNSHIP

User Comments: YPSI TWP FEB, 2013

Offense Class Code	Offense Class Description	Count
210	CSC I - PENETRATION - P/V - FORCE	4
225	CSC II - FONDLING - FORCE	2
320	ROBBERY - STRONG-ARM	1
430	ASSAULT - OTHER WEAPON	8
440	ASSAULT WITH HANDS - FISTS - FEET	3
450	ASSAULT AND BATTERY	44
460	INTIMIDATION / THREAT	3
462	AGGRAVATED STALKING - FELONY	1
463	AGGRAVATED STALKING - MISDEMEANOR	2
499	ASSAULT (ALL OTHER)	3
510	BURGLARY - HOME INVASION - 1ST DEGREE	19
512	BURGLARY - FORCE - NON-RESIDENTIAL	6
521	BURGLARY - NO FORCE - RESIDENTIAL	2
620	PURSE SNATCHING	1
633	RETAIL FRAUD I - SHOPLIFTING OVER \$1000 - FELONY	3
634	RETAIL FRAUD II - SHOPLIFTING UNDER \$1000 - MISDEM	3
636	RETAIL FRAUD III MISD	2
643	LARCENY FROM VEHICLE - B&E (INCLUDES W/DAMAGE - 750.356 A-B)	20
653	OF VEHICLE PARTS / ACCESSORIES - B&E	4
670	IN A BUILDING	10
699	LARCENY - ALL OTHER	10
710	AUTOMOBILE (CAR) THEFT	3
799	ALL OTHER VEHICLE	1
1040	COUNTERFEITING - ALL	4
1112	BAD CHECKS	1
1115	FRAUD - CREDIT CARD / AUTO TELLER MACHINE- (ATM) / FINANCIAL TRANS. DEVICE USE	5
1122	LARCENY BY CONVERSION	1
1165	IDENTITY THEFT	2
1174	RETAIL FRAUD I - MISREPRESENT PRICE	1
1177	RETAIL FRAUD III (MISRP PRICE)	2
1199	ALL OTHER	8
1210	EMBEZZLEMENT	2
1330	STOLEN PROPERTY - RECEIVING / CONCEALING / POSSESSING	1
1340	STOLEN AUTO - REPORTED BY OTHER JURIS	1
1350	STOLEN PROPERTY - CHOP SHOP - OWN / OPERATE / CONDUCT	1
1410	MDOP - MALICIOUS DESTRUCTION OF PROPERTY	25
1610	PROSTITUTION AND VICE	1
1718	PEEPING TOM	1
1813	CRACK COCAINE - SALE / MANUFACTURE	1
1814	CRACK COCAINE - USE / POSSESS	1
1821	MARIJUANA - USE / POSSESS	5
1843	HALLUCINOGEN - USE / POSSESS	1
1853	OTHER NARCOTIC - USE / POSSESS	5

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Timeframe: From 2013-02-01 00:00:00 To 2013-02-28 23:59:00

Location: MunicipalArea | YPSILANTI TOWNSHIP

User Comments: YPSI TWP FEB, 2013

Offense Class Code	Offense Class Description	Count
1875	NARCOTIC EQUIPMENT / DEVICE VIOLATIONS	1
2020	NEGLECT OF CHILD	1
2022	CRUELTY / NEGLECT - OTHER	3
2115	OUI LIQUOR - includes per se	4
2125	OUI DRUGS	1
2220	SELL OR FURNISH TO UNDERAGE OR TO JUVENILE	1
2305	FLEEING/ELUDING FELONY	1
2397	OBSTRUCT JUSTICE - OTHER	2
2399	OBSTRUCT POLICE - OTHER	1
2405	DISORDERLY CONDUCT	2
2440	PUBLIC NUISANCE	1
2454	CURFEW VIOLATION	1
2612	DRUGS - ADULTERATED (TAMPERED WITH)	1
2691	CONSERVATION LAWS	1
2820	RUNAWAY	7
2822	LOST / MISSING JUVENILE	1
2825	INCORRIGIBILITY	1
2832	MISCELLANEOUS SCHOOL COMPLAINT	1
2840	MALICIOUS MISCHIEF	1
2899	ALL OTHER	15
2925	RECKLESS DRIVING	2
2931	OPS LICENSE SUSPENDED / REVOKED	2
2935	DWLS 2ND	6
2999	ALL OTHER	18
3010	FELONY	2
3020	MISDEMEANOR	25
3040	FELONY - O/JURIS	6
3050	MISDEMEANOR - O/JURIS	9
3070	CIVIL / FRIEND OF THE COURT	2
3105	ACC, REAR END	1
3113	ACC, INJURY TYPE B	1
3114	ACC, INJURY TYPE C	1
3145	TRAFFIC CRASHES - PROPERTY DAMAGE	51
3150	PROPERTY DAMAGE - H & R	11
3155	PERSONAL INJURY	2
3158	PEDESTRIAN - PERSONAL INJURY	2
3170	PRIVATE PROPERTY	5
3175	PRIVATE PROPERTY - H & R	3
3205	SUDDEN DEATH - NATURAL	3
3208	DEATH INVESTIGATION - CAUSE UNKNOWN	2
3215	SUICIDE - ADULT	5
3221	ATTEMPT SUICIDE - JUVENILE	1
3225	OVERDOSE - DRUGS	1

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Timeframe: From 2013-02-01 00:00:00 To 2013-02-28 23:59:00

Location: MunicipalArea | YPSILANTI TOWNSHIP

User Comments: YPSI TWP FEB, 2013

Offense Class Code	Offense Class Description	Count
3250	MENTAL	16
3262	HOSPICE DEATH	1
3299	WELFARE CHECK	20
3310	FAMILY TROUBLE	57
3311	CUSTOMER TROUBLE	3
3312	NEIGHBORHOOD TROUBLE	20
3316	LOST PROPERTY	2
3318	FOUND PROPERTY	6
3324	SUSPICIOUS CIRCUMSTANCES	100
3326	SUSPICIOUS VEHICLES	9
3328	SUSPICIOUS PERSONS	87
3330	ASSIST OTHER LAW ENFORCEMENT AGENCY	21
3331	ASSIST MEDICAL	62
3332	ASSIST FIRE DEPT	12
3333	ASSIST MOTORIST	31
3334	ASSIST OTHER GOVT AGENCY	3
3336	ASSIST CITIZEN	110
3337	ASSIST CITIZEN - VEH LOCKOUT	1
3344	RECOVERED STOLEN VEHICLE - OTHER JURISDICTION	1
3345	ACCIDENTAL PROPERTY DAMAGE	3
3351	CIVIL - LANDLORD / TENANT	29
3352	CIVIL - VEHICLE TAKEN WITHOUT PERMISSION	1
3355	CIVIL MATTER - OTHER	29
3391	EMPLOYEE TROUBLE	1
3480	SCUBA EQUIPMENT MAINTENANCE	1
3501	OPEN GENERIC	30
3503	OPEN GENERIC	2
3505	OPEN GENERIC	1
3508	OPEN GENERIC	9
3509	OPEN GENERIC	52
3511	OPEN GENERIC	6
3523	OPEN GENERIC	4
3529	OPEN GENERIC	5
3596	OPEN GENERIC	4
3597	OPEN GENERIC	67
3599	OPEN GENERIC	3
3702	ROAD HAZARD	17
3704	ABANDONED AUTO	16
3706	VEHICLE IMPOUND	2
3708	PRIVATE IMPOUND	23
3710	VEHICLE OFF ROADWAY - CID	1
3720	MOTORCYCLE COMPLAINT	1
3728	PARKING COMPLAINT	40

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Timeframe: From 2013-02-01 00:00:00 To 2013-02-28 23:59:00

Location: MunicipalArea | YPSILANTI TOWNSHIP

User Comments: YPSI TWP FEB, 2013

Offense Class Code	Offense Class Description		Count
3730	TRAFFIC MISCELLANEOUS A COMPLAINT		574
3732	TRAFFIC MISCELLANEOUS B COMPLAINT		1
3760	COMMERCIAL VEHICLE INSPECTION		1
3799	TRAFFIC MISC		3
3802	ANIMAL PATROL		1
3803	ANIMAL - BARKING DOG		2
3804	ANIMAL COMPLAINT		26
3808	ANIMAL BITE / SCRATCH		7
3812	ANIMAL PICK-UP - ALIVE		3
3902	BURGLARY ALARM		120
3904	OPEN		2
3906	ROBBERY		1
3907	PANIC ALARM		21
3999	ALARMS ALL OTHER		1
4020	RADAR		3
4049	IMPROPER LANE USAGE		1
4105	EQUIPMENT		2
4205	HANDICAPPED		3
4211	FIRE LANE		1
4222	ABANDONED MOTOR VEHICLE		1
4307	DROVE WITH EXPIRED OPERATORS LICENSE		1
4598	MISCELLANEOUS - TTTT		4
4599	MISCELLANEOUS - UUUU		1
5170	FALSE CALL I/I/C/F		1
6012	TRAFFIC CONTROL		1
6065	MISCELLANEOUS DETAILS		18
6088	POLICE TRAINING		2
6199	OTHER		19
6501	INSPECTION		10
6507	PATROL		6
6701	FOLLOW-UP INVEST - FIELD		3
9999	FREE PATROL		2
		Grand Total:	2,183

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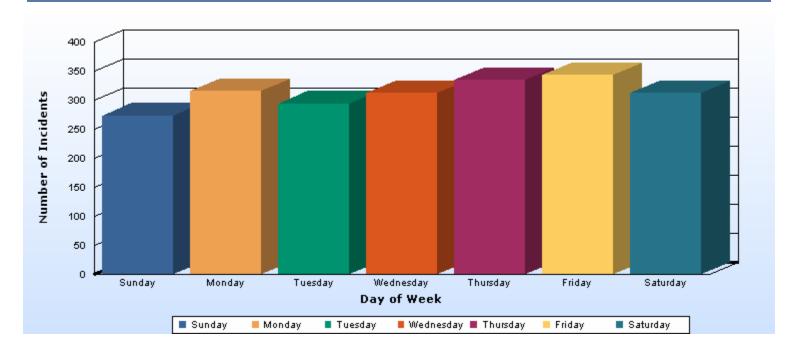
Number of Incidents by Day

Report Description

Timeframe: From 2013-02-01 00:00:00 To 2013-02-28 23:59:00

Location: MunicipalArea | YPSILANTI TOWNSHIP

User Comments: YPSI TWP FEB, 2013



Count
273
315
294
312
334
343
312

Total 2,183





Timeframe: From 2012-02-01 00:00:00 To 2012-02-29 23:59:00

Location: MunicipalArea | YPSILANTI TOWNSHIP

User Comments: YPSI TWP FEB, 2012

Offense Class Code	Offense Class Description	Count
210	CSC I - PENETRATION - P/V - FORCE	4
220	CSC I - WITH OBJECT - FORCE	1
225	CSC II - FONDLING - FORCE	1
226	CSC IV - FONDLING - FORCE	1
318	ROBBERY WITH OTHER WEAPON	1
320	ROBBERY - STRONG-ARM	4
410	ASSAULT WITH A FIREARM	2
430	ASSAULT - OTHER WEAPON	4
440	ASSAULT WITH HANDS - FISTS - FEET	2
450	ASSAULT AND BATTERY	29
499	ASSAULT (ALL OTHER)	1
510	BURGLARY - HOME INVASION - 1ST DEGREE	32
512	BURGLARY - FORCE - NON-RESIDENTIAL	3
633	RETAIL FRAUD I - SHOPLIFTING OVER \$1000 - FELONY	3
636	RETAIL FRAUD III MISD	1
643	LARCENY FROM VEHICLE - B&E (INCLUDES W/DAMAGE - 750.356 A-B)	9
653	OF VEHICLE PARTS / ACCESSORIES - B&E	2
670	IN A BUILDING	6
699	LARCENY - ALL OTHER	5
710	AUTOMOBILE (CAR) THEFT	7
1020	FORGERY - CHECKS (alter / copy / imitate & pass as genuine)	1
1115	FRAUD - CREDIT CARD / AUTO TELLER MACHINE- (ATM) / FINANCIAL TRANS. DEVICE USE	2
1165	IDENTITY THEFT	8
1180	RETAIL FRAUD II - REFUND / EXCHANGE	1
1199	ALL OTHER	5
1210	EMBEZZLEMENT	1
1340	STOLEN AUTO - REPORTED BY OTHER JURIS	1
1410	MDOP - MALICIOUS DESTRUCTION OF PROPERTY	13
1506	CONCEALED WEAPONS - ALL OTHER	1
1599	ALL OTHER VIOLATIONS	1
1610	PROSTITUTION AND VICE	5
1720	INDECENT EXPOSURE	1
1815	COCAINE - SALE / MANUFACTURE	1
1820	MARIJUANA - SALE / MANUFACTURE	1
1821	MARIJUANA - USE / POSSESS	3
1833	HEROIN - SALE / MANUFACTURE	3
1853	OTHER NARCOTIC - USE / POSSESS	2
2020	NEGLECT OF CHILD	5
2115	OUI LIQUOR - includes per se	3
2116	SECOND OFFENSE	1
2312	PERJURY	1
2315	CONTEMPT OF COURT - BENCH WARRANT - FTCJ	4
2316	PROBATION VIOLATION	1

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Timeframe: From 2012-02-01 00:00:00 To 2012-02-29 23:59:00

Location: MunicipalArea | YPSILANTI TOWNSHIP

User Comments: YPSI TWP FEB, 2012

Offense Class Code	Offense Class Description	Count
2321	SOR FAIL TO COMPLY	1
2397	OBSTRUCT JUSTICE - OTHER	2
2399	OBSTRUCT POLICE - OTHER	2
2405	DISORDERLY CONDUCT	1
2410	DISTURB THE PEACE	2
2443	OBSCENE TELEPHONE CALLS	1
2535	UNLAWFUL ENTRY - NO INTENT	1
2612	DRUGS - ADULTERATED (TAMPERED WITH)	1
2688	DOG LAW VIOLATIONS	1
2820	RUNAWAY	1
2821	RECOVERED RUNAWAY	2
2822	LOST / MISSING JUVENILE	1
2825	INCORRIGIBILITY	2
2840	MALICIOUS MISCHIEF	4
2899	ALL OTHER	13
2931	OPS LICENSE SUSPENDED / REVOKED	3
2934	VEHICLE INSURANCE - NONE / EXPIRED	2
2935	DWLS 2ND	2
2999	ALL OTHER	2
3010	FELONY	5
3020	MISDEMEANOR	28
3040	FELONY - O/JURIS	1
3050	MISDEMEANOR - O/JURIS	11
3070	CIVIL / FRIEND OF THE COURT	1
3114	ACC, INJURY TYPE C	1
3145	TRAFFIC CRASHES - PROPERTY DAMAGE	39
3146	PROPERTY DAMAGE - HBD	1
3150	PROPERTY DAMAGE - H & R	13
3155	PERSONAL INJURY	8
3170	PRIVATE PROPERTY	4
3175	PRIVATE PROPERTY - H & R	1
3205	SUDDEN DEATH - NATURAL	2
3208	DEATH INVESTIGATION - CAUSE UNKNOWN	4
3215	SUICIDE - ADULT	3
3217	ATTEMPT SUICIDE - ADULT	1
3218	IN CUSTODY-ATTEMPT SUICIDE ADULT	1
3219	SUICIDE JUVENILE	1
3250	MENTAL	19
3299	WELFARE CHECK	27
3310	FAMILY TROUBLE	95
3311	CUSTOMER TROUBLE	6
3312	NEIGHBORHOOD TROUBLE	19
3314	MISSING PERSONS	4

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Timeframe: From 2012-02-01 00:00:00 To 2012-02-29 23:59:00

Location: MunicipalArea | YPSILANTI TOWNSHIP

User Comments: YPSI TWP FEB, 2012

Offense Class Code	Offense Class Description	Count
3316	LOST PROPERTY	3
3318	FOUND PROPERTY	5
3324	SUSPICIOUS CIRCUMSTANCES	110
3326	SUSPICIOUS VEHICLES	26
3328	SUSPICIOUS PERSONS	99
3330	ASSIST OTHER LAW ENFORCEMENT AGENCY	20
3331	ASSIST MEDICAL	70
3332	ASSIST FIRE DEPT	9
3333	ASSIST MOTORIST	23
3334	ASSIST OTHER GOVT AGENCY	2
3336	ASSIST CITIZEN	193
3338	ARREST ASSIST - OTHER AGENCY	2
3344	RECOVERED STOLEN VEHICLE - OTHER JURISDICTION	1
3345	ACCIDENTAL PROPERTY DAMAGE	2
3351	CIVIL - LANDLORD / TENANT	33
3352	CIVIL - VEHICLE TAKEN WITHOUT PERMISSION	1
3355	CIVIL MATTER - OTHER	27
3480	SCUBA EQUIPMENT MAINTENANCE	1
3501	OPEN GENERIC	43
3508	OPEN GENERIC	7
3509	OPEN GENERIC	103
3511	OPEN GENERIC	13
3523	OPEN GENERIC	93
3524	OPEN GENERIC	2
3525	OPEN GENERIC	1
3529	OPEN GENERIC	4
3531	OPEN GENERIC	2
3596	OPEN GENERIC	12
3597	OPEN GENERIC	3
3599	OPEN GENERIC	5
3702	ROAD HAZARD	20
3704	ABANDONED AUTO	9
3706	VEHICLE IMPOUND	1
3708	PRIVATE IMPOUND	19
3728	PARKING COMPLAINT	15
3730	TRAFFIC MISCELLANEOUS A COMPLAINT	7
3740	PROPERTY DAMAGE ACCIDENT - NO UD10	1
3799	TRAFFIC MISC	3
3803	ANIMAL - BARKING DOG	2
3804	ANIMAL COMPLAINT	36
3808	ANIMAL BITE / SCRATCH	9
3812	ANIMAL PICK-UP - ALIVE	3
3902	BURGLARY ALARM	126

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Timeframe: From 2012-02-01 00:00:00 To 2012-02-29 23:59:00

Location: MunicipalArea | YPSILANTI TOWNSHIP

User Comments: YPSI TWP FEB, 2012

Offense Class Code	Offense Class Description	Count
3904	OPEN	3
3906	ROBBERY	1
3907	PANIC ALARM	9
3910	VEHICLE	2
3999	ALARMS ALL OTHER	2
4035	HIT AND RUN	1
4037	FAIL TO REPORT ACCIDENT	1
4054	FAIL TO STOP FOR SCHOOL BUS	2
4205	HANDICAPPED	2
4222	ABANDONED MOTOR VEHICLE	2
4598	MISCELLANEOUS - TTTT	3
5170	FALSE CALL I/I/C/F	1
6012	TRAFFIC CONTROL	1
6018	VEHICLE INSPECTIONS	2
6065	MISCELLANEOUS DETAILS	1
6088	POLICE TRAINING	10
6199	OTHER	46
6310	K-9 TRACKING	4
6501	INSPECTION	6
6507	PATROL	10
6701	FOLLOW-UP INVEST - FIELD	1
9999	FREE PATROL	1

1,799

Grand Total:

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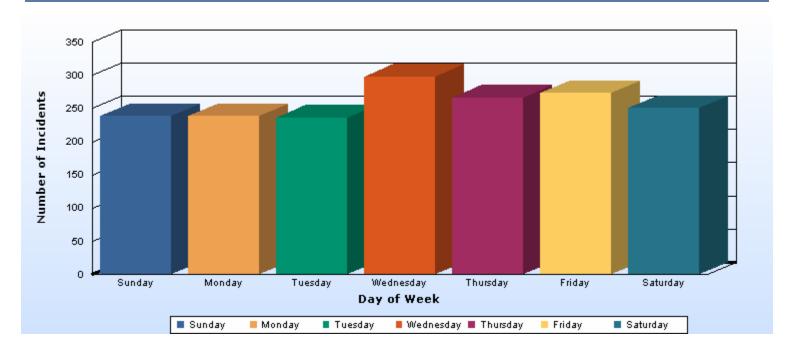
Number of Incidents by Day

Report Description

Timeframe: From 2012-02-01 00:00:00 To 2012-02-29 23:59:00

Location: MunicipalArea | YPSILANTI TOWNSHIP

User Comments: YPSI TWP FEB, 2012



Day of Week	Count
Sunday	238
Monday	238
Tuesday	236
Wednesday	298
Thursday	266
Friday	273
Saturday	250

Total 1,799



Washtenaw County Sheriff's Activity Log

Activity Log Area Summary Report

03/12/2013 1:59 PM

Area: Ypsilanti Twp.

Date Range: 1/1/2013 - 2/28/2013

CSO/ACO/Support Staff Log	Total Administrative Duty:	179 for a total of	9505 minutes
	Total Briefing:	1 for a total of	60 minutes
	Total Follow Up:	20 for a total of	660 minutes
	Total Proactive Patrol:	75 for a total of	2750 minutes
	Total Self-Initiated Activity:	1 for a total of	25 minutes
	Total Service Request:	56 for a total of	2840 minutes
	Total Service Request Assist:	2 for a total of	110 minutes
	Total # of Activities:	334 for a total of	15950 minutes
Deputy Log	Total Administrative Duty:	1614 for a total of	37925 minutes
	Total Briefing:	1079 for a total of	24035 minutes
	Total Court (Regular Time):	54 for a total of	5900 minutes
	Total Court (Overtime):	70 for a total of	9525 minutes
	Total Community Relations:	114 for a total of	3574 minutes
	Total Court Off-Duty:	60 for a total of	9050 minutes
	Total Deputy Join Shift:	248 for a total of	55 minutes
	Total Deputy Left Shift:	248 for a total of	0 minutes
	Total Follow Up:	1287 for a total of	69445 minutes
	Total Out of Service:	318 for a total of	501 minutes
	Total Property Check:	159 for a total of	2670 minutes
	Total Proactive Patrol:	2963 for a total of	59607 minutes
	Total Special Contact:	1 for a total of	10 minutes
	Total Special Detail:	307 for a total of	34347 minutes
	Total Selective Enforcement:	1060 for a total of	24068 minutes
	Total Self-Initiated Activity:	313 for a total of	26892 minutes
	Total Service Request:	3069 for a total of	150696 minutes
	Total Service Request Assist:	810 for a total of	26606 minutes
	Total Training:	50 for a total of	11185 minutes
	Total Traffic Stop:	1335 for a total of	19782 minutes
	Total Other:	64 for a total of	2210 minutes
	Total # of Activities:	15223 for a total of	518083 minutes
Detective Log	Total Administrative Duty:	13 for a total of	2175 minutes
	Total Briefing:	6 for a total of	375 minutes
	Total Court (Regular Time):	10 for a total of	1560 minutes
	Total Court (Overtime):	4 for a total of	510 minutes
	Total Follow Up:	339 for a total of	79803 minutes
	·		

Detective Log	Total Proactive Patrol:	3 for a total of	85 minutes
	Total Special Detail:	1 for a total of	480 minutes
	Total Selective Enforcement:	4 for a total of	80 minutes
	Total Self-Initiated Activity:	1 for a total of	180 minutes
	Total Service Request:	13 for a total of	2870 minutes
	Total Service Request Assist:	2 for a total of	105 minutes
	Total Traffic Stop:	2 for a total of	20 minutes
	Total Other:	2 for a total of	50 minutes
	Total # of Activities:	400 for a total of	88293 minutes
General Fund Patrol	Total Administrative Duty:	8 for a total of	320 minutes
	Total Briefing:	2 for a total of	35 minutes
	Total Court (Overtime):	1 for a total of	120 minutes
	Total Follow Up:	15 for a total of	625 minutes
	Total Proactive Patrol:	30 for a total of	455 minutes
	Total Selective Enforcement:	4 for a total of	95 minutes
	Total Self-Initiated Activity:	1 for a total of	30 minutes
	Total Service Request:	9 for a total of	565 minutes
	Total Service Request Assist:	1 for a total of	25 minutes
	Total Training:	1 for a total of	105 minutes
	Total Traffic Stop:	4 for a total of	75 minutes
	Total Other:	2 for a total of	25 minutes
	Total # of Activities:	78 for a total of	2475 minutes
Secondary Road Patrol Log	Total Administrative Duty:	3 for a total of	125 minutes
	Total Community Relations:	1 for a total of	5 minutes
	Total Follow Up:	11 for a total of	500 minutes
	Total Proactive Patrol:	11 for a total of	200 minutes
	Total Selective Enforcement:	3 for a total of	85 minutes
	Total Service Request:	18 for a total of	830 minutes
	Total Service Request Assist:	3 for a total of	60 minutes
	Total Traffic Stop:	10 for a total of	120 minutes
	Total # of Activities:	60 for a total of	1925 minutes
Supervisor Log	Total Administrative Duty:	786 for a total of	51190 minutes
	Total Briefing:	195 for a total of	3930 minutes
	rotal Briching.	100 101 a total 01	
	Total Community Relations:	39 for a total of	845 minutes
	-		
	Total Community Relations:	39 for a total of	845 minutes
	Total Community Relations: Total Court Off-Duty:	39 for a total of 3 for a total of	845 minutes 510 minutes
	Total Community Relations: Total Court Off-Duty: Total Follow Up:	39 for a total of 3 for a total of 48 for a total of	845 minutes 510 minutes 7080 minutes
	Total Community Relations: Total Court Off-Duty: Total Follow Up: Total Out of Service:	39 for a total of 3 for a total of 48 for a total of 2 for a total of	845 minutes 510 minutes 7080 minutes 0 minutes

Supervisor Log	Total Special Detail:	7 for a total of	1020 minutes
	Total Selective Enforcement:	50 for a total of	1010 minutes
	Total Self-Initiated Activity:	41 for a total of	910 minutes
	Total Service Request:	71 for a total of	2585 minutes
	Total Service Request Assist:	192 for a total of	6665 minutes
	Total Training:	5 for a total of	655 minutes
	Total Traffic Stop:	10 for a total of	145 minutes
	Total # of Activities:	1728 for a total of	83990 minutes
	Total Ypsilanti Twp.:	17823 for a total of	710716 minutes (11845 hours 16 minutes)



Washtenaw County Sheriff's Activity Log Activity Log Summary Report by Deputy Join

03/12/2013 2:00 PM

Area: Ypsilanti Twp.

Date Range: 1/1/2013 - 2/28/2013

		Ypsilanti Twp. Totals:	4373	for a total of	114823 minutes	(1913 hours 43 minutes)
		Ypsilanti Twp. Totals:	2	for a total of	135 minutes	(2 hours 15 minutes)
2 Logs		Total Selective Enforcement:	1	for a total of	15 minutes	
General Fund Patrol	d Patrol	Total Administrative Duty:	1	for a total of	120 minutes	
		Ypsilanti Twp. Totals:	4371	for a total of	114688 minutes	(1911 hours 28 minutes)
	Total Other:	16	for a total of	400 minutes		
		Total Traffic Stop:	443		6903 minutes	
	Total Training:	9	for a total of	1060 minutes		
		Assist:	-	-		
		Total Service Request		for a total of	6417 minutes	
		Total Service Request:	667	for a total of	27340 minutes	
		Total Self-Initiated Activity:	80	for a total of	3932 minutes	
		Total Selective Enforcement:	352		7248 minutes	
		Total Special Detail:	85	for a total of	10995 minutes	
		Total Special Contact:	1	for a total of	10 minutes	
		Total Proactive Patrol:	1022	for a total of	20490 minutes	
	Total Property Check:	49	for a total of	760 minutes		
		Total Out of Service:	44		135 minutes	
		Total Follow Up:	301	for a total of	15588 minutes	
		Total Deputy Join Shift: Total Deputy Left Shift:	240	for a total of	0 minutes	
		Total Community Relations:	33 248	for a total of for a total of	290 minutes 55 minutes	
		Total Court (Overtime):	1	for a total of	120 minutes	
		Total Court (Regular Time):	1	for a total of	270 minutes	
Logs		Total Briefing:	277	for a total of	6315 minutes	
Deputy Log	259	Total Administrative Duty:	289		6360 minutes	
		T (A	000		0000 : 1	

Charter Township of Ypsilanti Recreation Department

2013 Monthly Report – January & February

"Creating Community through People, Parks and Programs"

January & February were very busy months for the Recreation Department. Registrations seem to be steady while customer inquiries by phone and email seem to be growing. Traffic throughout the community center has not declined at all, and actually seems to be growing. Many of the programs we offer are either at last year's levels while others have experienced growth. Room rentals are also going strong.

Behind the scenes, staff has been working hard planning for the upcoming spring and summer season. A lot of time has been placed towards developing the 2013 spring & summer "Discover Ypsilanti Township" magazine. This issue is scheduled to hit the streets during the second week of March. This is still our best source of marketing. We also continue to look for better ways of providing our services. We seek input from our customers, seek out grant, sponsorship and partnership opportunities and look for ways to become more user-friendly to those we serve. We also spent a lot of time setting up a new "E-Blast Newsletter" through Constant Contact. This service will enable us to market professionally through the internet with an attractive and informational piece which will include graphics and links to our website. Our launch date is scheduled for mid-March.

Special recognition needs to go to Debbie Aue's staff (Kendra, Tina, Teresa & Jessica) and our Clerical staff (Lynda & Lisa) for stepping up in Debbie's absence. Debbie had surgery in December and was out of the office until mid-February. These individuals did a remarkable job keeping all of her programs & services running strong.

Another area we are working on is the revision of the Township's Parks and Recreation Master Plan. When completed, it will become a valuable tool for us to use to direct our future and to assist us in obtaining grants, partnerships and donations for future programs and park development. We are currently conducting a survey seeking input from our community on what direction they would like to see us take. So far, the response to the survey has been positive. The plan will be completed by the end of the year.

As always, this report highlights the many "Benefits" of the programs and services that were offered during the months of January & February. The importance of what we do is better understood by measuring the "benefits & outcomes" as a result of what we do.

Finally, we will continue to research and implement the nationwide trend of "Placemaking" and the important roll parks and recreation has within the community making it a destination place for new residents and businesses. We understand that the two largest generations in our Nation's history, the "Millennials" and "Baby Boomers" are looking for a sense of place to call home. In most instances, they choose place first, then work. These generations and businesses look for communities that have quality parks, recreational opportunities, quality schools, convenient shopping and ease of transportation (including non-motorized) when relocating. We will continue to provide quality of life programs, services and facilities to accommodate current and future needs.

1. Partnerships, Sponsorships, Donations & Grants:

- Our partnership with our local Buffalo Wild Wings remains solid. In addition to
 potential use of their establishment for meetings and catering services, our community can
 turn in their receipts from their Buffalo Wild Wings each month to us. We then turn in the
 receipts to the restaurant and receive 20% of total sales. Some of our patrons are eating at
 Buffalo Wild Wings for the first time because of this promotion which adds new business to
 their establishment. It is a win-win situation. The also continue to sponsor our adult
 racquetball leagues.
- We continue to join forces with MRPA, Palace Entertainment, the Detroit Red Wings and the Detroit Zoo to be able to offer on-line discount tickets to their venues including sporting events, shows and concerts. We have had some success so far and believe this service will grow as more find out about it. We do get a small commission for every ticket sold.
- We are partnering with Catholic Social Services once again and are offering free tax preparation. Beginning in January our staff made appointments for the preparers. Every Tuesday they service between 14-16 seniors. Many of these seniors might not file on their own. This service continues through April 12th.
- Tuesday April 9th the 50 & Beyond Program will partner with **Project Healthy Living** and Channel 7 to offer free to low cost health screenings. This is a state wide program and is sponsored by **Channel 7 & Quest Health Care**.
- By communicating with our young program participants and their parents, we are finding
 that their feedback is helping us better meet their needs. In addition, we are finding that
 because of this open communication they are spreading the word on how well they like our
 programs and services. As a result, they are giving us leads on finding new staff, potential
 employees and potential donors and sponsorship opportunities
- The Recreation Department continues to partner with the National Alliance for Youth Sports (NAYS) Start Smart programs. We completed a session of Start Smart Basketball and are taking registrations for the next sessions of Start Smart Baseball and Start Smart Golf which will start later this spring/summer.
- **Futsal** is a program that provides soccer training that focuses on technical skills and footwork. Sessions were held in the Community Center Gym. Our futsal program was led by **Vardar** (an area soccer club) technical director and coach, Mike Meyer.
- Our Ypsilanti Township Softball and Kickball programs are preparing for the upcoming season as a member of the Michigan Amateur Softball Association (MASA).

2. Marketing and Promotion:

- We worked hard on developing the 2013 Spring/Summer edition of Ypsilanti Township.
 This issue will be 40 pages and will hit the streets in mid-March. We have expanded many program offerings and will offset costs with the use of additional volunteers and donations.
- We continue to send out e-blasts to target audiences for several of our programs.
 Although the system we use is not the best, it is a method of promotion that has helped us increase our exposure and registrations. We will be implementing a professional E-Newsletter in March through Constant Contact.

- Our "Facebook" page for the recreation department remains to be popular and continues to grow. This has become a strong marketing tool for us as it allows greater interaction with staff and our community. The popularity of "Social Networking" is surpassing printed media and even email. We promote many of our programs and services on our Facebook page. The community can post comments and photographs on the site and share their experiences with everyone. We are working hard to build our "Fan" base on the site. Lisa Garrett & Lynda McCrystal has stepped up to keep our Facebook site current.
- Word of Mouth Promotion We are finding that the vast majority of our patrons who participate in our programs value the benefits so much that they are telling their friends and neighbors about us. We continue to get new customers.
- We have been contacting players, parents and coaches from prior seasons for our upcoming baseball, softball and soccer programs that have registrations due in March and April.

3. Reference and Referral

- Senior centers or older adult programs are the front line of prevention. The biggest threat to our local and state government is chronic conditions of the older population. This is why we offer reference and referrals. From calling referral agencies for them to just being there to listen our members know that we care and that we are here for them. We continue to refer these senior to the following agencies: Area Agency on Aging, Catholic Social Services, Help source, Neighborhood Senior Services, Home Instead, Washtenaw County Senior Services, Superior Woods Healthcare Center, All State Homecare, Regency Health Care Center. & Marion Manor
- We get very busy and find it difficult to write down every time we help a member but rest assured that it is on a daily basis in one way or another. From calling referral agencies for them to just being there to listen our members know that we care and that we are here for them.
- Our families invite friends, classmates and neighbors to join our programs.
- We also respond to public inquiries about our recreation programs made by phone, email, or during public meetings.
- We receive dozens of email inquiries each week regarding which program to register for, what we offer or simply to inquire about registering on line.
- Parents routinely drop by the Community center to talk about the activities we offer and what programs they can register for.

4. Community Collaboration and Outreach:

- On the first Thursday of every month we continue to host the Focus Hope food distribution. Seniors come to the community center and register with Focus Hope and receive several boxes of staple foods. We continue to be one of the largest sites for our county. Our numbers are averaging 180 families a month.
- We continue to collaborate with **Willow Run Community Schools** for gym space for our youth basketball program. We use the Willow Run Middle school gym for all our youth basketball practices and games.

- We are also planning for other agencies to use our outdoor facilities during the upcoming months.
- The Ypsilanti/Lincoln Soccer Club plans to practice and play home games at Ford Heritage Park this spring. National Heritage schools, Fortis and East Arbor are also planning to play their home games at Ford Heritage Park this spring.
- **Michigan Blue Jays baseball** is planning to schedule 10 U and 12 U baseball practices at Community Center this spring and summer.
- The **Ypsilanti Township Church Softball League** plans to play their games at the Community Center Fields on Saturdays this summer. The league offers Men's and Women's leagues.
- Ypsilanti National Little League Baseball continues to hold league meetings at the Community Center and will play their games at Harris Road Park.
- We hosted the annual MASA District 6 League Directors meeting in February. This
 collaboration enables us to share teams and resources to make all of the softball
 programs in our area stronger.

5. Collaboration with other Departments:

- Joe Lawson continues to assist with the Lakeside Park project. His valued expertise has helped us make sure we follow township policy, codes and requirements so we do not make mistakes. This will save us time, energy and money in the long run. Joe will also be providing support for the revision of the parks & recreation master plan. Our goal is to have this plan compliment the Township's over all master plan.
- We are working much closer with our Custodians in the planning process involving facility use, set-up and maintenance. They have come up with several positive suggestions about where and how we schedule programs and rentals in each room. Their input saves us time and energy in the long run.
- We have begun to work on the new Township website with Computer Support by organizing the content that will be available on the site. Mike Syer is the representative for the recreation department.
- We are also working with Computer Support to include Vermont Systems, Inc. (VSI) SSCI Background Check Interface with RecTrac. The SSCI Background Check Interface program is the culmination of a partnership between VSI and Southeastern Security Consultants, Inc. (SSCI) that allows you to submit, receive, update, and track state-mandated background check information for volunteers and instructors who work with our programs.
- We coordinate with custodial staff for ongoing program needs in the Community Center gym and class rooms.
- With outdoor activities beginning in April we are already working with Parks and Grounds to schedule our upcoming maintenance needs.

6. Health & Wellness:

 The "Mileage Club": This program will reward any member that participates in any of our physical fitness programs, which includes: Walking, Exercise Classes & Dance Classes. First they set their individual goal with one of our staff and then they log their time or miles depending on the activity. We have these cute little plastic people charms in 10 colors that they will earn throughout the program. Each participant will get a small chain to put the little people on. It can be attached to their keys or belt loop. If they complete their goal they will get a small blue shoe charm. They are currently challenged to walk 2013 miles as a team.

- We continue to offer Yoga, exercises classes, line dancing, and Tai Chi. These classes are free to our "50 & Beyond" members and provide a healthy outlet for physical activity. The program is paid for by grant money through Washtenaw Community College. This partnership saves our staff time and money on instructors. These types of classes are also what the younger senior is looking for.
- The **National Kidney Foundation** continues to use our gym to offer their Enhanced Fitness class. It runs Mon-Wed-Fri and services about 30 seniors each day. This class has proven to be a great addition to our program.

7. Provide Recreational Experiences:

A. "50 & Beyond" Programs & Services

- Membership renewals are going well. The seniors are still getting use to the fact that we
 do not offer the grace period any longer. It usually takes until June or July before we
 have our regular members all renewed. Current members are 689. We ended the year
 in 2012 with almost 1200 members.
- We had a fun Valentine's Day Party in February. The members that come to the center on a daily basis really look forward to these party days.
- The Senior Surfers computer training class continues to be offered at the Whittaker Rd Library. Every month we have 4-10 people enroll in this class. The partnership with the library is great because we cannot offer training on the internet here at the community center.
- The 50 & Beyond program held a special celebration for Black History Month. Edna
 Massy read an original poem and the group sang some songs. This year's committee of
 volunteers had a guest speaker come in. The over 50 participants really enjoyed
 themselves and learned a little about Black history.
- We continue to offer literally dozens of programs and services to our "50 & Beyond" members on a daily and weekly basis. We have a strong core of members that participate every day in one or more of our health & fitness classes, our different clubs, in games, travel and in our educational programs.

"50 & Beyond" Classes, Events & Activities in January & February:

Red Hat Bingo Country Music **TOPS Acoustic Music** Pinochle Ceramics **Recycled Card Crafts** Domino Club Bridge Club **Quilters Club** Foot Nurse Visit Birthday Celebration German Club Lifeline Screening St. Patrick's Day Party Corned Beef Dinner Tax Appointments Speaker – Hospice Scrabble Club Computer Classes **Enhanced Fitness** Pickleball Dance-R-Size

Tap DanceHawaiian DanceMusic Makers BandTai ChiLine DanceLifetime FitnessWatercolor ClassDrawing ClassCaesar WindsorMahjong ClubRecorder ClassMovie Club

Jewelry Making Club Working Studio with Carolyn Weins

"50 & Beyond" Trips in January & February

Zenders Trip Beehive the Musical Blue Man Group

Auto Show Dance Theater of Harlem

Mystery Trip (Puppet Theater of Detroit)

B. Enrichment & Special Events

- Summer camps are all set and ready for registration. Most of our instructors are
 returning from last summer. Many hours will be spent over the next couple of months to
 prepare for the summer schedule. Our Open House is set for the end of March. We plan
 to kick off the summer camp program, all of the added classes for children and adults,
 and the fall Kids Korner program
- The Annual Daddy Daughter Dance was a great success with about 100 girls attending
 with their fathers. We had local high school volunteers come and help. We served
 refreshments. The theme was "Pretty in Pink". On the survey forms a running theme
 was that the father really appreciated all the work that went into making the evening so
 special for them. Teresa and Jessica really outdid themselves this year.
- Kids Korner is off to a great start in this new year. Kids Korner open house was in February. Several new families attended. We also held a Mom-to-mom sale at the same time as the open house. This event continues to grow each year and bring in new people to see all the wonderful programs we have to offer.
- The **Easter Bunny Storytelling** event is set for March 23. The kids will enjoy stories with the Bunny, play bingo, and hunt eggs.
- Our youth dance program continues to be one of the most popular programs we offer. We have established a strong reputation for quality training at affordable prices. We also have fantastic instructors who represent our department well. In January & February the focus has been on our annual recital scheduled for May 4th at Saline Middle School. As the young dancers prepare their routines, staff has been working hard on revising the "rehearsal/Recital Handbook," securing the photographer and videographer, creating the programs given out at the event, and receiving and organizing costumes for distribution. We will once again sell program ads for the parents to buy to recognize their child in the recital program.
- Tot Time This is a free program for parents and toddlers. We designated one of our rooms for this "open play time" activity and have stocked it with a variety of age appropriate toddler toys. Participation in the morning and afternoon has dropped over the past couple of months. We will reevaluate it to determine if we will still offer it.

- **Guitar Lessons:** Lessons are offered for three year olds 8th graders. These were group lessons. Students benefit from working as an ensemble and no prior experience is required. We are also providing private lessons.
- **Get Rhythm with Em":** For the younger children we offered a rhythm class which was also a group lesson. The students were encouraged to work together while having fun with music. All types of percussion were introduced. Rhythm activities help improve motor skills, cooperation and sharing.

Enrichment Classes, Events & Activities in January & February:

Kids Korner Adult Travel Kids Korner Open House Jump-A-Rama Cheer Jump-A-Rama Gymnastics **Adult Drawing** Tap Dance for Adults Rhythm Class Adult Art Classes Tot Time **Guitar Classes** Youth Dance (27 classes) After School Spanish Get Rhythm with 'Em Adult Water Color Adult Acrylic Painting Mini Art Masters After School Art Program Mom to Mom Sale Kids Korner Open House Art Fun for Mom & Me Daddy Daughter Dance

C. Sports & Fitness Programs

- Our winter **Adult Racquetball Leagues** started in January. This season we have 24 players participating in four leagues.
- Children participated in our start smart basketball, micro basketball, youth basketball, gymnastics, karate, futsal programs.
- Our participants experience age appropriate levels offering a natural progression to their recreation experience. By coordinating, administrating, implementing, and managing these recreation programs a family with a wide range of ages can be involved, from toddlers to grandparents. With our basketball programs participants can start at 3 years old with basketballs and hoops that are gear to their size. As the get older the ball gets bigger, the basket higher and the court bigger. They progress from a 1 on 1 experience with their parent in Start Smart Basketball to being part of a team, playing 3 on 3 in Micro Basketball to finally playing 5 on 5 in our youth league.
- Our Little Ninjas program introduces children to Karate and basic self-defense techniques. Okinawan Karate students then learn defense tactics that help build a strong mind and body. Okinawan Karate trains adults and children in defensive tactics and proper self-defense methods.
- Similarly our gymnasts progress through our gymnastics programs. Our Jump-A-Rama Gymnastics teaches basic gymnastic techniques to our 3, 4 and 5 year olds, focusing on body awareness and self-confidence. Daniel Boa, who lives South of Ford Lake, lets us know that Jump-A-Rama is fine. The program is affordable and has a close location. Our Youth gymnastics (ages 6 14) program is a foundation for all sports and a life time of physical fitness. Gymnasts perfect and perform a strong high bridge, a cartwheel and a good back roll.

• Health and Sports/Athletic Programs for January & February:

Little Ninja's Okinawan Karate Jump-A-Rama Start Smart Baseball Micro Basketball Youth Basketball Racquetball Leagues Yoqa Adult Tap Dance

Pilates Adult Softball

8. Staff/Volunteer Development:

 We have added 14 new coaches to our basketball staff this season. Our Youth Basketball coaches are volunteers. On Average our basketball coaches spend more than 5 hours a week volunteering at the Recreation Department, which includes practices and games. That comes out close to a 1,000 volunteer hours invested in our basketball programs.

• Parents also volunteer as scorers and timers for our youth basketball games contributing another 200 volunteer hours to in our basketball programs.

9. Youth Development:

 Our coaches' focus on teaching the fundamentals of the sport with our recreation basketball teams, including team building and having fun. Players are learning the importance of being a team player as well as the value of families playing together and being together.

10. Park Operations/Development:

- Lakeside Park Grant Our consulting firm, Beckett & Raeder, has put together the
 drawings, specifications and bid document for the development of Lakeside Park. In
 addition, EMU has put together the design/build documents for the boathouse portion of
 this project. These documents have been sent to the MDNR for review/approval. Once
 approved, they can be sent out for bid. We are still waiting on getting a draft agreement
 from EMU regarding the leasing and operation of the boathouse. Once we receive a draft it
 will be forwarded to our township attorney for review.
- 2013 Park Operations Plans are under way preparing for the upcoming summer season.
 We are in the process of updating staff manuals & inventorying supplies. The park passes
 have been ordered & received. We are also taking applications for both the park ranger
 and park attendant positions. Most of our staff will not be returning so we are looking at
 Hiring two new rangers and up to ten park attendants.
- Parks and Recreation Master Plan Update: Work is progressing on the revision of the parks & recreation master plan. We have been gathering input through an electronic survey. The response has exceeded expectations. We are also offering our community a chance to take the survey in a "hard copy" format. This valuable information will be used as a basis to determine our future direction. Finally, we have developed an interactive blog for the plan at www.ytownrecreation.com. This site we continually be updated with the progress of the plan. It is also another avenue to provide comments.

11. Recreation "Managing Team" Update:

- The Recreation Department "Managing Team" consists of the three managers and two clerks. We spend many hours each month meeting and working on ways to improve the quality of our services. Considering this has been our goal for the past few years here at the recreation center, it is getting increasingly difficult to find areas to cut without cutting services or programs. We have very talented and dedicated staff that has contributed to the success and growth of our department. Cutting additional support staff and/or cutting program supplies will mean a reduction in what is offered to our residents. Everyone here is doing all that they can to service our community. It would be difficult for current staff to take on additional duties without seeing a drop in services.
- The Recreation Director continues to meet with the Department Clerks on a regular basis. Their input has been very valuable to the operations of the department. Through their efforts we have found better ways to do business while saving time and money. They are a big part of our success.
- MRPA Annual Conference: The Recreation Director attended the annual MRPA
 Conference in Lansing in February. Several valuable sessions including trails,
 placemaking, resource management, tobacco free parks, MDNR grant resources,
 economic values provided by parks, and the better business model for parks & recreation
 were attended. It was also an excellent opportunity for the director to network will parks &
 recreation professionals across the state.

Respectfully Submitted,

Art Serafinski, CPRP, Recreation Director

WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI MONDAY, MARCH 25, 2013

PLEASE NOTE EARLY START TIME

5:00 P.M.

CIVIC CENTER BOARD ROOM 7200 S. HURON RIVER DRIVE

- 1. DISCUSS "AMENDED CLAIM RESOLUTION AGREEMENT" BETWEEN DUPONT AND YPSILANTI TOWNSHIP (Eagle Crest Tree Damage)
- 2. DISCUSS COMPOSITION OF THE COMMITTEE THAT HAS BEEN MEETING WITH THE CITY, WHAT THE MEETINGS HAVE THUS FAR PRODUCED AND HOW WE MOVE FORWARD TRUSTEE ELDRIDGE
- 3. DISCUSS IT, WEB PRESENCE AND SOCIAL MEDIA POSITION KAREN WALLIN
- 4. RENTAL PROGRAM PRESENTATION MIKE RADZIK, OCS DIRECTOR
- 5. REVIEW AGENDA
- 6. OTHER DISCUSSION

Work Session Discussion

 Discuss "Amended Claim Resolution Agreement" Between Dupont And Ypsilanti Township (Eagle Crest Tree Damage)

The agreement can be found in the Board Packet under Attorney Report.

Zimbra

nwyrybk@ytown.org

Request for work session or board meeting item reminder

From: Nancy Wyrybkowski

Wed, Mar 20, 2013 08:47 AM

<nwyrybk@ytown.org>

Subject: Request for work session or board

meeting item reminder

To: Nancy Wyrybkowski

<nwyrybk@ytown.org>

From: "Stan Eldridge" <mipanthers@aol.com>

To: klovejoyroe@ytown.org

Sent: Tuesday, March 19, 2013 5:38:12 PM

Subject: Re: request for work session or board meeting item reminder

Karen,

Thank you for the reminder, I do appreciate it. I am not sure it needs to be an agenda item, however I will leave that up to you. I just wanted to talk further as a Board about the composition of the committee that has been meeting with the City, what the meetings have thus far produced and how we move forward. It was my thought to bring it up under other business or during the Trustee report. Thanks again for checking.

Stan

Zimbra

nwyrybk@ytown.org

Item for Work Session Agenda

From: Karen Wallin < kwallin@ytown.org>

Tue, Mar 19, 2013 01:14 PM

Subject: Item for Work Session Agenda

To: Nancy Wyrybkowski

<nwyrybk@ytown.org>, Karen Lovejoy

Roe <klovejoyroe@ytown.org>

Cc: Brenda Stumbo

<bstumbo@ytown.org>, Mike Radzik

<mradzik@ytown.org>, Travis

McDugald <tmcdugald@ytown.org>

Nancy:

Please add discussion of IT Position to the Work Session Agenda. This will be for discussion only.

Thank You.

Karen

Work Session Presentation

A. Rental Program Presentation – Mike Radzik, OSC Director

REVIEW AGENDA

A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

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

CHARTER TOWNSHIP OF YPSILANTI REGULAR MEETING MONDAY, MARCH 25, 2013 BRENDA L. STUMBO, SUPERVISOR
KAREN LOVEJOY ROE, CLERK
LARRY J. DOE, TREASURER
TRUSTEES:
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN

AGENDA

TIME AND PLACE 7:00 P.M. YPSILANTI TOWNSHIP CIVIC CENTER

BOARD ROOM

7200 S. HURON RIVER DRIVE

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE AND INVOCATION
- 3. PRESENTATION OF MICHIGAN MUNICIPAL LEAGUE DIVIDEND CHECK BY JUDY THOMSON-TOROSIAN
- 4. PUBLIC COMMENTS
- CONSENT AGENDA
 - A. MINUTES OF THE MARCH 11, 2013 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 - C. FEBRUARY 2013 TREASURER REPORT
- 6. TRUSTEE REPORT
- 7. ATTORNEY REPORT
 - A. AMENDED CLAIM RESOLUTION AGREEMENT BETWEEN DUPONT AND YPSILANTI TOWNSHIP, ACTING IN THE CAPACITY OF THE TITLE OWNER OF THE GOLF COURSE OWNED BY THE TOWNSHIP BUT LEASED TO EASTERN MICHIGAN UNIVERSITY FOR CHEMICAL DAMAGE DONE TO TREES BY UTILIZATION OF CHEMICAL IMPRELIS AND AUTHORIZE SIGNING OF THE AGREEMENT
 - B. AUTHORIZE EAGLE CREST TO ACT AS TOWNSHIP AGENT IN ALL REGARDS RELATING TO THE SETTLEMENT AGREEMENT AND AUTHORIZE SIGNING OF THE CONSENT
 - C. GENERAL LEGAL UPDATE

NEW BUSINESS

- 1. BUDGET AMENDMENT #5
- 2. PA 116 FARMLAND AGREEMENT APPLICATION, PROPERTY #K-11-34-200-002 MICHAEL & SUSAN BUTZIN YPSILANTI TOWNSHIP

- 3. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO APPROVE LETTER OF AGREEMENT BETWEEN PULTE AND YPSILANTI TOWNSHIP REGARDING CREEKSIDE VILLAGE EAST, CONTINGENT UPON POSTING OF SURETY BOND BY S.E. MICHIGAN LAND HOLDINGS, LLC AND AUTHORIZE SIGNING OF THE AGREEMENT
- 4. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO APPROVE LETTER OF AGREEMENT BETWEEN PULTE AND YPSILANTI TOWNSHIP REGARDING CREEKSIDE VILLAGE SOUTH, CONTINGENT UPON POSTING OF SURETY BOND BY S.E. MICHIGAN LAND HOLDINGS, LLC AND AUTHORIZE SIGNING OF THE AGREEMENT
- 5. RESOLUTION NO. 2013-5, AUTHORIZING PURCHASE OF 1091 RAMBLING RD. FOR A PUBLIC PURPOSE, NOT TO EXCEED \$15,000, BUDGETED IN LINE ITEM #101.950.000.969.011
- 6. CONTRACT BETWEEN MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) AND YPSILANTI TOWNSHIP ACCEPTING THE GRANT FOR THE INSTALLATION OF LIGHTING AT CARPOOL LOT AT I-94 AND HURON STREET AND AUTHORIZE SIGNING OF THE CONTRACT
- 7. DTE ENERGY STREET LIGHTING AGREEMENT FOR SEVEN (7) LED STREET LIGHTS AT MDOT CARPOOL LOT LOCATED AT 1-94 AND HURON STREET IN THE AMOUNT OF \$20,048.81, TO BE PAID BY MDOT AND AUTHORIZE SIGNING OF THE AGREEMENT
- 8. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO AUTHORIZE LEGAL ACTION, IF NECESSARY, IN CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 30 OHIO STREET AND 5777 MERRITT ROAD, BUDGETED IN LINE ITEM #101.950.000.818.023
- GREEN OAKS GOLF COURSE 2013 RATES
- 10. WCRC 2013 YPSILANTI TOWNSHIP AGREEMENT IN THE ESTIMATED AMOUNT OF \$261,000.00, WITH PARTIAL COST PAID BY CDBG GRANT AND REMAINDER FROM FUND BALANCE, BUDGETED IN LINE ITEM #212.970.000.818.022 AND AUTHORIZE SIGNING OF THE AGREEMENT
- 11. AUTHORIZE SIGNING OF EMERGENCY OPERATIONS PLAN FOR YPSILANTI TOWNSHIP TO BE USED IN CONJUNCTION WITH WASHTENAW COUNTY EMERGENCY ACTION GUIDELINES
- 12. REQUEST OF KAREN WALLIN, HUMAN RESOURCE TO POST, ADVERTISE AND FILL A SECOND ORDINANCE ENFORCEMENT ASSISTANT IN THE OCS DEPARTMENT WITH A NEGOTIABLE SALARY BETWEEN \$37,400 AND \$41,600
- 13. REQUEST OF ERIC COPELAND, FIRE CHIEF TO APPROVE AGREEMENT WITH WASHTENAW COUNTY TO ACQUIRE AND INSTALL ONE OUTDOOR WARNING SIREN IN THE WEST WILLOW/WIARD/STATE AREA, WITH YPSILANTI TOWNSHIP PAYING ANNUAL MAINTENANCE COST OF \$390 FOR A MINIMUM OF 15 YEARS, BUDGETED EACH YEAR IN LINE ITEM #206.206.000.933.000 AND AUTHORIZE SIGNING OF THE AGREEMENT

OTHER BUSINESS

DIVIDEND CHECK PRESENTATION

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

PUBLIC COMMENTS

CHARTER TOWNSHIP OF YPSILANTI MINUTES OF THE MARCH 11, 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 Jean Hall Currie,

Mike Martin and Scott Martin

Members Absent: Trustee Stan Eldridge

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Lisa Jones, Romulus Resident expressed her concern regarding the policies concerning the rental of Appleridge Park.

Attorney Winters explained to Ms. Jones that she had received a letter from the Sandra Andresen, former Park Commissioner, which stated an exemption that had been in place for the past two years had expired.

Supervisor Stumbo stated the request should be submitted to Art Serafinski, Parks and Recreation Director and he would forward it to the Park Commission. She said the Vice Chair of the Park Commission was in attendance and she could make him aware of the issue and then he would work with Mr. Serafinski to address your concerns.

Keith Jason, Vice Chair, of the Park Commission provided contact information and stated he would work to resolve the issue.

Lenore Repelea hoped the new Park Commission would keep an open mind regarding their event. She stated two of the Park Commissioners had stated publicly, they would not allow their event to take place.

Arloa Kaiser reiterated her concern about the Smart Meters. She stressed her dissatisfaction with DTE and provided a copy of House Bill 4315 to the Board.

Trustee Scott Martin said he would send a copy of the bill to Kirk Profit, our lobbyist.

CONSENT AGENDA

- A. MINUTES OF THE FEBRUARY 25, 2013 REGULAR MEETING
- B. STATEMENTS AND CHECKS

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

NEW BUSINESS

1. BUDGET AMENDMENT #4

Clerk Lovejoy Roe read the budget amendment into the record.

CHARTER TOWNSHIP OF YPSILANTI MARCH 11, 2013 REGULAR MEETING MINUTES PAGE 2

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #4 (see attached). The motion carried unanimously.

2. APPOINT KEITH JASON TO YCUA BOARD TO FILL VACANCY CREATED BY A RESIGNATION, EFFECTIVE MARCH 12, 2013 THROUGH DECEMBER 15, 2015

A motion was made by Trustee Hall Currie, supported by Clerk Lovejoy Roe to approve the appointment of Keith Jason to the YCUA Board to fill a vacancy created by a resignation, effective March 12, 2013 through December 15, 2015. The motion carried unanimously.

Supervisor Stumbo said Greg Peoples, who had served on the YCUA Board and represented Eastern Michigan University for many years, would definitely be missed. She welcomed the new appointee, Keith Jason, who was also an employee of EMU and thanked him for accepting the position.

3. DTE ENERGY STREET LIGHTING AGREEMENT FOR CONVERSION OF 220 YPSILANTI TOWNSHIP MERCURY VAPOR STREET LIGHTS TO LED STREET LIGHTS IN THE AMOUNT OF \$84,920.00, BUDGETED IN LINE ITEM #101.956.000.926.000

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve DTE Street Lighting Agreement for conversion of 220 Ypsilanti Township Mercury Vapor Street Lights to LED Street Lights in the amount of \$84,920.00, budgeted in line item #101.956.000.926.000 (see attached). The motion carried unanimously.

Clerk Lovejoy Roe reported the annual savings for this plan would be over \$29,000.00.

4. DTE ENERGY AGREEMENT FOR LED INSTALLATION OF UNDERGROUND LIGHTING ON FORD BLVD. IN THE AMOUNT OF \$126,985.60, BUDGETED IN LINE ITEM #101.956.000.926.000

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve the DTE Energy Agreement for LED installation of Underground Lighting on Ford Blvd. in the amount of \$126,985.60, budgeted in line item #101.956.000.926.000 (see attached).

Supervisor Stumbo explained the bridge on Ford Boulevard was being completely redone and during that process, the streetlights could be installed from the corner of Russell to Forest Avenue. She said they hoped to get a grant but until then this agreement had to be signed.

The motion carried unanimously.

5. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO ADOPT REIMAGINE WASHTENAW WORK PLAN (WASHTENAW HUD GRANT APPROVED AT THE AUGUST 27, 2012 REGULAR MEETING)

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve the request of Joe Lawson, Planning Director to adopt the Re-Imagine Washtenaw Work Plan (see attached). The motion carried unanimously.

CHARTER TOWNSHIP OF YPSILANTI MARCH 11, 2013 REGULAR MEETING MINUTES PAGE 3

OTHER BUSINESS

1. MAJESTIC LAKE DEVELOPMENT

The Board agreed at the Work Session to add this item to the agenda under Other Business.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve the request of Majestic Developers to allow them to contribute one half of the \$106,000 required for amenities as required per their site plan approval, due with issuing of the first building permit and if not utilizing the remainder, \$53,000, on the development site within three years or with the issuance of fifty building permits, whichever comes first, they will pay the Township the remaining \$53,000 at that time. The motion carried unanimously.

AUTHORIZATIONS AND BIDS

1. REQUEST OF YPSILANTI TOWNSHIP GREENS COMMISSION TO PURCHASE MONTH-TO-MONTH FOREUP GOLF POS AND INVENTORY MANAGEMENT SOFTWARE SUBSCRIPTION, IN THE AMOUNT OF \$300 PER MONTH, BUDGETED IN LINE ITEM #101.266.000.933.001 AND PURCHASE OF TWO (2) COMPUTERS AND ONE (1) CASH DRAWER, NOT TO EXCEED \$7,500 BUDGETED IN LINE ITEM #101.266.000.977.000

A motion was made by Treasurer Doe, supported by Trustee Scott Martin to approve the request of Ypsilanti Township Greens Commission to purchase month-to-month foreUP Golf POS and Inventory Management Software Subscription, in the amount of \$300 per month, budgeted in line item #101.266.000.933.001 and the purchase of two (2) computers and one cash drawer, not to exceed \$7,500 budgeted in line item #101.266.000.977.00.

Trustee Mike Martin asked if the \$300 a month was for the cost of software.

Treasurer Doe explained the \$300 was a maintenance fee and asked Mr. McDugald what some of the prices were from other companies.

Travis McDugald, IS Manager reported RecTrack was the other company that was proposed. He explained their upfront purchase price for software was \$14,000 and \$1,700 per year for maintenance. Mr. McDugald said foreUp was a hosted type solution, with no upfront cost and was monthly subscription based. He listed the price for the hardware at \$4,000.

The motion carried unanimously.

2. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO SEEK SEALED BIDS FOR 14-B COURT ROOF REPLACEMENT

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve the request of Jeff Allen, RSD Director to seek sealed bids for the 14-B Court roof replacement. The motion carried unanimously.

3. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO APPROVE PURCHASE OF 60" MOWER, IN THE AMOUNT OF \$11,558.82; 72" MOWER, IN THE AMOUNT OF \$11,843.52 AND A TRAILER, IN THE AMOUNT OF \$3,000 THROUGH THE STATE OF MICHIGAN PURCHASING PLAN WITH THE TOTAL AMOUNT OF \$26,402.34, BUDGETED IN LINE ITEM #101.774.000.997.000

CHARTER TOWNSHIP OF YPSILANTI MARCH 11, 2013 REGULAR MEETING MINUTES PAGE 4

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the request of Jeff Allen, RSD Director to purchase a 60" mower, in the amount of \$11,558.82; a 72" mower, in the amount of \$11,842.52 and a trailer, in the amount of \$3,000 through the State of Michigan Purchasing Plan with the total amount of \$26,402.34, budgeted in line item #101.774.000.997.000. The motion carried unanimously.

4. REQUEST OF RON FULTON, BUILDING DIRECTOR TO AWARD THE BID TO CITADEL EXCAVATING FOR THE DEMOLITION OF 554 & 597 E. GRAND, 1248 E. CLARK, 1650 E. FOREST AND 2371 & 2375 WIARD IN THE AMOUNT OF \$51,997 WITH \$45,100 BUDGETED IN LINE ITEM #101.950.000.969.011 AND THE REMAINING AMOUNT OF \$6,897 TO BE PAID WITH BANK SETTLEMENT FUNDS FOR THE 1650 E. FOREST PROJECT CURRENTLY HELD IN ESCROW

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the request of Ron Fulton, Building Director to award the bid to Citadel Excavating for the demolition of 554 & 597 E. Grand, 1248 E. Clark, 1650 E. Forest and 2371 & 2375 Wiard in the amount of \$51,997 with \$45,100 budgeted in line item #101.950.000.969.011 and the remaining amount of \$6,897 to be paid with Bank Settlement Funds for the 1650 E. Forest project currently held in Escrow. The motion carried unanimously.

ADJOURNMENT

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

The meeting adjourned at approximately 7:24 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI 2013 BUDGET AMENDMENT #4

March 11, 2013

	AL OPERATIONS FUND	100	al Increase	\$238,306.9
urchasing prici	ment line item to purchase 2 mowers and ing for both a 60" mower for \$11,558.82 , ill be funded by an Appropriation of the P	a 72" mower for \$11,843.52, and a		
Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$26,401.34	
	The Teat Land Balance	Net Revenues		
expenditures:	Equipment	101-774-000-977.000	26.401.34	
.,	-1-1-1	Net Expenditures		
	Lighting Non Assessment line item to co phts for Ford Blvd. in the amount of \$126.			
		404 000 000 000 000	***	
Revenues:	Prior Year Fund Balance	101-000-000-699.000 Net Revenues		
				
expenditures:	Street Lighting Non Assessment	101-956-000-926.000		
		Net Expenditures	\$211,905.60	
6 - Fire Dep	artment		Total Increase	\$63,225.0
	natching Township expenditure is \$11,94	int to install vehicle exhaust systement was received on 2/28/13 in the a 2 . The 2012 Budget Amendment #	mount of	
51,283. The mapproved at the started in 2013.		ant was received on 2/28/13 in the a 2 . The 2012 Budget Amendment # project, but it was not used becausudget. The \$11,942 matching Tow or Year Fund Balance. 206-000-000-529-000 206-000-000-699.000	amount of 6 was originally se the project nship \$51,283.00 \$11,942.00	
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is1,283. The mapproved at the started in 2013. expenditure will revenues: ixpenditures: 3 - RENTAL recease Equiperquipment inclu	natching Township expenditure is \$11,94 August 27, 2012 Board Meeting for the The project was not included in 2013 be be funded by an Appropriation of the Pri Federal Grants & Other Grants Prior Year Fund Balance General Fire/Rescue Equip INSPECTION FUND ment line item to purchase field equipm des a tablet notebook computer, desk de ive power converter, and vehicle mountin	ant was received on 2/28/13 in the a 2 . The 2012 Budget Amendment # project, but it was not used becausudget. The \$11,942 matching Tow or Year Fund Balance. 206-000-000-529-000 206-000-000-699.000 Net Revenues 206-970-000-979.002 Net Expenditures ent for new ordinance enforcement ocking station, mobile docking statio	smount of 6 was originally see the project enship \$51,283.00 \$11,942.00 \$63,225.00 \$63,225.00 Total Increase assistant. The en, portable	\$5,000.
is1,283. The mapproved at the started in 2013. expenditure will devenues: ixpenditures: ixpenditures: 3 - RENTAL increase Equiper equipment inclustration in the startes of the startes	natching Township expenditure is \$11,94 August 27, 2012 Board Meeting for the The project was not included in 2013 be be funded by an Appropriation of the Pri Federal Grants & Other Grants Prior Year Fund Balance General Fire/Rescue Equip INSPECTION FUND ment line item to purchase field equipm des a tablet notebook computer, desk de ive power converter, and vehicle mountin	ant was received on 2/28/13 in the a 2 . The 2012 Budget Amendment # project, but it was not used becausudget. The \$11,942 matching Tow or Year Fund Balance. 206-000-000-529-000 206-000-000-699.000 Net Revenues 206-970-000-979.002 Net Expenditures ent for new ordinance enforcement ocking station, mobile docking statio	smount of 6 was originally see the project enship \$51,283.00 \$11,942.00 \$63,225.00 \$63,225.00 Total Increase assistant. The en, portable	\$5,000.0
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Motion to Amend the 2013 Budget (#4):

Move to increase the General Fund budget by \$238,307 to \$7,698,434 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$63,225 to \$4,950,782 and approve the department line item changes as outlined.

Move to increase the Rental Inspection Fund budget by \$5,000 to \$88,608 and approve the department line item changes as outlined.

MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("<u>Master Agreement</u>") is made between The Detroit Edison Company ("<u>Company</u>") and Ypsilanti Township ("<u>Customer</u>") as of March 28,2013.

RECITALS

- A. Customer may, from time to time, request the Company to furnish, install, operate and/or maintain street lighting equipment for Customer.
- B. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the foregoing, Company and Customer hereby agree as follows:

AGREEMENT

- 1. <u>Master Agreement</u>. This Master Agreement sets forth the basic terms and conditions under which Company may furnish, install, operate and/or maintain street lighting equipment for Customer. Upon the Parties agreement as to the terms of a specific street lighting transaction, the parties shall execute and deliver a Purchase Agreement in the form of the attached <u>Exhibit A</u> (a "<u>Purchase Agreement</u>"). In the event of an inconsistency between this Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.
- 2. Rules Governing Installation of Equipment and Electric Service. Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of the Company's Rate Book for Electric Service (the "<u>Tariff</u>"), Rule C 6.1, Extension of Service (or any other successor provision), as approved by the The Michigan Public Service Commission ("MPSC") from time to time.
- 3. Contribution in Aid of Construction. In connection with each Purchase Agreement and in accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the cost of installing Equipment ("as defined in the applicable Purchase Agreement") and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount equal to three years revenue expected from such new equipment. The CIAC Amount will be as set forth on the applicable Purchase Agreement. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects, or unusual conditions encountered in the construction and installation of Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such

suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

- 4. <u>Payment of CIAC Amount</u>. Customer shall pay the CIAC Amount to Company as set forth in the applicable Purchase Agreement. Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until the CIAC Amount is paid.
- 5. <u>Modifications</u>. Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.
- 6. <u>Maintenance, Replacement and Removal of Equipment.</u> In accordance with the applicable Orders of the MPSC, under the Municipal Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. Customer may not remove any Equipment without the prior written consent of Company.

Street Lighting Service Rate.

- a. Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate set forth in the Tariff, as approved by the MPSC from time to time, the terms of which are incorporated herein by reference.
- b. The provision of street lighting service is also governed by rules for electric service established in MPSC Case Number U-6400. The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC.
- 8. <u>Contract Term.</u> This Agreement shall commence upon execution and terminate on the later of (a) five (5) years from the date hereof or(b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.
- 9. <u>Design Responsibility for Street Light Installation</u>. The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("<u>IESNA</u>") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges the Company is not responsible for lighting design standards.
- 10. New Subdivisions. Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%. If Customer wishes to have installation occur prior to 80% occupancy, then Customer acknowledges it will be financially

Master Agreement – Page 2

responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.).

- 11. <u>Force Majeure</u>. The obligation of Company to perform this Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.
- 12. <u>Subcontractors</u>. Company may sub-contract in whole or in part its obligations under this Agreement to install the Equipment and any replacement Equipment.
- Maiver; Limitation of Liability. To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorney's fees, arising out of the installation of the Equipment and/or any replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Agreement exceed the CIAC Amount set forth in the Purchase Order to which the claim relates.
- 14. <u>Notices</u>. All notices required by the Agreement shall be in writing. Such notices shall be sent to Company at The Detroit Edison Company, Community Lighting Group, 8001 Haggerty Rd, Belleville, MI 48111 and to Customer at the address set forth on the applicable Purchase Agreement. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.
- 15. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Agreement and to carry out the actions required of it by this Agreement; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Agreement constitutes a legal, valid, and binding agreement of such party.

16. Miscellaneous.

- a. This Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendment or modification to this Agreement must be in writing and signed by both parties.
- b. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Agreement is made solely for the benefit of Company, Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Agreement.
- c. A waiver of any provision of this Agreement must be made in writing and signed by the party against whom the waiver is enforced. Failure of any party to strictly enforce the terms of this Agreement shall not be deemed a waiver of such party's rights hereunder.
- d. The section headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation thereof.
- e. This Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to any conflicts of law principles. The parties agree that any action with respect to this Agreement shall be brought in the courts of the State of Michigan and each party hereby submits itself to the exclusive jurisdiction of such courts.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- g. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of the Agreement.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:	Customer:
The Detroit Edison Company	Ypsilanti Township
Ву:	By: Dre la A. Strenle
Name:	Name: Brenda L. Stumbo
Title:	Title: Supervisor
	By: An Youfay for
	Name: Kaven Love jou Roe
	Master Agreement - Page 4 Title: Cley K

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "<u>Agreement</u>") is dated as of March 28,2013 between The Detroit Edison Company ("<u>Company</u>") and Ypsilanti Township ("<u>Customer</u>").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated March 28,2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

4 DTE Maria Onlan	DIMO# 00400400		
1. DTE Work Order Number:	PWO# 36162493		
Number.	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: NA		
Location where Equipment will be installed:	See attached map. Multiple locations.		
Total number of lights to be installed:	220 in various locations. See attached map.		
4. Description of	Installing the new Autobahn stock LED'S. Replace		
Equipment to be installed (the "Equipment"):	watt MV-OH with 108-135 watt LED-OH. 104-175 watt MV UG with 104- 67 watt LED UG. 8- 400 watt MV-UG with 8- 135 watt LED UG.		
5. Estimated Total Annual Lamp Charges			
6. Computation of Contribution in aid of	Total estimated construction cost, including labor, materials, and overhead:	\$84,920.00	
Construction ("CIAC	Credit for 3 years of lamp charges:	\$	
Amount")	CIAC Amount (cost minus revenue)	\$84,920.00	
7. Payment of CIAC Amount:	of CIAC Due promptly upon execution of this Agreement		
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.		
Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) YES NO If "No", Customer must sign below and acknowledge that the lighting design does not meet LESNA recommended practices		
10. Customer Address for Notices:	[Address] 7200 S. Huron Rucer Dr. [Address] Lipsilanti UI 48197 [Name] Charter Tup. of Upsilanti		

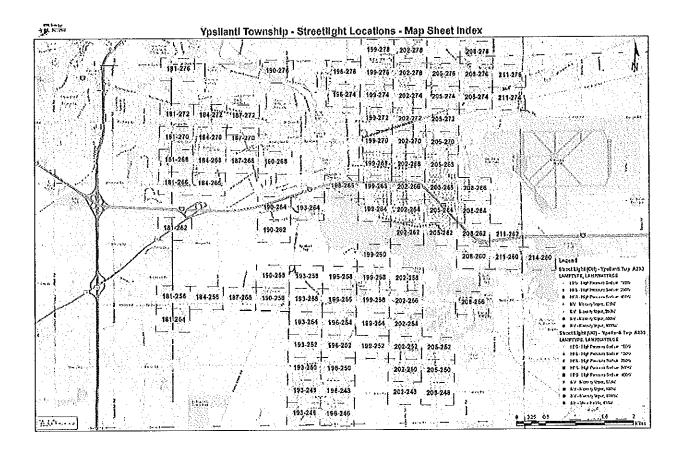
11. <u>Special Order Material</u>	<u>l erms</u> :
All or a portion of the Equipmen	t consists of special order material: (check one) ☐YES ☑NO
If "Yes" is checked, Customer a	nd Company agree to the following additional terms.
materials ("SOM") and not Coreplacement SOM and spare p	wledges that all or a portion of the Equipment is special orde ompany's standard stock. Customer will purchase and stock arts. When replacement equipment or spare parts are installed Company will credit Customer in the amount of the then curren lard street lighting equipment.
luminaires and any other materiations as the same are drawn Agreement. The Customer agritime to time to correspond to a the required inventory, Compan order replacement SOM and Compandations.	maintain an initial inventory of at least posts and ials agreed to by Company and Customer, and will replenish the from inventory. Costs of initial inventory are included in this rees to work with the Company to adjust inventory levels from ctual replacement material needs. If Customer fails to maintain by, after 30 days' notice to Customer, may (but is not required to Customer will reimburse Company for such costs. Customer's aintain required inventory could result in extended outages due to
pm, Monday through Friday wit	tory site must be provided between the hours of 9:00 am to 4:00 th the exceptions of federal Holidays. Customer shall name an ontact regarding inventory: levels, access, usage, transactions of information to the Company:
Name:	Title:
Phone Number:	Email:
Representative. The Customer	ify the Company of any changes in the Authorized Custome must comply with SOM manufacturer's recommended inventors. Damaged SOM will not be installed by the Company.
	SOM is damaged by a third party, the Company may (but is no claim against such third party for collection of all labor and stock
	with the damage claim. Company will promptly notify Custome
replacement value associated value as to whether Company will pure E. In the event the	with the damage claim. Company will promptly notify Custome

12. Experimental Emerging Lighting Technol	ogy ("EELT") Terms:
All or a portion of the Equipment consists of EEI	-T: (check one) ⊠YES □NO
If "Yes" is checked, Customer and Company agi	ee to the following additional terms.
	EELT equipment has been calculated by the ergy and maintenance cost expected with the oft.
the approved rate schedules will automatically under Option 1 Municipal Street Lighting Rate,	Option I tariff for EELT street lighting equipment, apply for service continuation to the Customer as approved by the MPSC. The terms of this the Master Agreement with respect to any EELT
******	*******
Company and Customer have executed written above.	this Purchase Agreement as of the date first
Company:	Customer:
The Detroit Edison Company	Ypsilanti Township
Ву:	By: Denda &. Stremes
Name;	Name: Brenda L. Stumbo
Title:	Title: Supervisor

Name: Koven Loveloy Poe

Attachment 1 to Purchase Agreement

Map of Location



Ypsilanti Township Mercury Vapor to LED Conversion March 4,2013

Conversion Breakdown: for 220 lights

108-400 watt Mercury Vapor OH to 135 watt LED OH 8-400 watt Mercury Vapor UG to 135 watt LED UG 104-175 watt Mercury Vapor UG to 67 watt LED UG

Total Current Invoice: \$78,982.56 Total Future Invoice: \$49,899.72

Annual Savings: 29,082.84

Energy Optimization Rebate: \$21,692.00

Cost to Convert:\$84,920.00

Out-of Pocket-Ypsilanti Township[After Rebate] \$84,920.00-\$21,692.00=\$63,228.00

Note: The \$84,920.00 is the contact amount paid to DTE in advance

Project Payback: 2.19 years

MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("<u>Master Agreement</u>") is made between The Detroit Edison Company ("<u>Company</u>") and <u>Ypsilanti Township</u> ("Customer)" as of March 28,2013.

RECITALS

- A. Customer may, from time to time, request the Company to furnish, install, operate and/or maintain street lighting equipment for Customer.
- B. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the foregoing, Company and Customer hereby agree as follows:

AGREEMENT

- 1. <u>Master Agreement</u>. This Master Agreement sets forth the basic terms and conditions under which Company may furnish, install, operate and/or maintain street lighting equipment for Customer. Upon the Parties agreement as to the terms of a specific street lighting transaction, the parties shall execute and deliver a Purchase Agreement in the form of the attached <u>Exhibit A</u> (a "<u>Purchase Agreement</u>"). In the event of an inconsistency between this Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.
- 2. <u>Rules Governing Installation of Equipment and Electric Service</u>. Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of the Company's Rate Book for Electric Service (the "<u>Tariff</u>"), Rule C 6.1, Extension of Service (or any other successor provision), as approved by the The Michigan Public Service Commission ("MPSC") from time to time.
- 3. Contribution in Aid of Construction. In connection with each Purchase Agreement and in accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the cost of installing Equipment ("as defined in the applicable Purchase Agreement") and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount equal to three years revenue expected from such new equipment. The CIAC Amount will be as set forth on the applicable Purchase Agreement. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects, or unusual conditions encountered in the construction and installation of Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such

suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

- 4. Payment of CIAC Amount. Customer shall pay the CIAC Amount to Company as set forth in the applicable Purchase Agreement. Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until the CIAC Amount is paid.
- 5. <u>Modifications</u>. Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.
- 6. <u>Maintenance, Replacement and Removal of Equipment</u>. In accordance with the applicable Orders of the MPSC, under the Municipal Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. Customer may not remove any Equipment without the prior written consent of Company.

7. Street Lighting Service Rate.

- a. Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate set forth in the Tariff, as approved by the MPSC from time to time, the terms of which are incorporated herein by reference.
- b. The provision of street lighting service is also governed by rules for electric service established in MPSC Case Number U-6400. The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC.
- 8. <u>Contract Term.</u> This Agreement shall commence upon execution and terminate on the later of (a) five (5) years from the date hereof or(b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.
- 9. <u>Design Responsibility for Street Light Installation</u>. The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("<u>IESNA</u>") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges the Company is not responsible for lighting design standards.
- 10. <u>New Subdivisions</u>. Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%. If Customer wishes to have installation occur prior to 80% occupancy, then Customer acknowledges it will be financially

responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.).

- 11. <u>Force Majeure</u>. The obligation of Company to perform this Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.
- 12. <u>Subcontractors</u>. Company may sub-contract in whole or in part its obligations under this Agreement to install the Equipment and any replacement Equipment.
- 13. <u>Waiver; Limitation of Liability</u>. To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorney's fees, arising out of the installation of the Equipment and/or any replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Agreement exceed the CIAC Amount set forth in the Purchase Order to which the claim relates.
- 14. <u>Notices</u>. All notices required by the Agreement shall be in writing. Such notices shall be sent to Company at The Detroit Edison Company, Community Lighting Group, 8001 Haggerty Rd, Belleville, MI 48111 and to Customer at the address set forth on the applicable Purchase Agreement. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.
- 15. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Agreement and to carry out the actions required of it by this Agreement; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Agreement constitutes a legal, valid, and binding agreement of such party.

16. <u>Miscellaneous</u>.

- a. This Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendment or modification to this Agreement must be in writing and signed by both parties.
- b. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Agreement is made solely for the benefit of Company, Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Agreement.
- c. A waiver of any provision of this Agreement must be made in writing and signed by the party against whom the waiver is enforced. Failure of any party to strictly enforce the terms of this Agreement shall not be deemed a waiver of such party's rights hereunder.
- d. The section headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation thereof.
- e. This Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to any conflicts of law principles. The parties agree that any action with respect to this Agreement shall be brought in the courts of the State of Michigan and each party hereby submits itself to the exclusive jurisdiction of such courts.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- g. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of the Agreement.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:	Customer:
The Detroit Edison Company	Ypsilanti Township
Ву:	By: Drenda &. Stumb
Name:	Name: Pavenda L. Stumbo
Title:	Title: Supervisor
	By: Kan Yangan Kal
	Name: Koven Low joy Roe
	Master Agreement - Page 4. Title: Clerk

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "<u>Agreement</u>") is dated as of March 28,2013 between The Detroit Edison Company ("<u>Company</u>") and ("<u>Customer</u>") Ypsilanti Township.

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated March 28,2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order	PWO# 35754482			
Number:	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: NA			
Location where Equipment will be installed:	Ford Blvd starting at Russell Street and continuing until East Forrest Avenue. See attached map for details.			
Total number of lights to be installed:	18			
4. Description of Equipment to be installed (the "Equipment"):	Autobahn stock LED'S having a 135 watt rating installed on DTE Energy stock code 06 poles in black paint with foundation. Electrical source for circuit is Underground.			
5. Estimated Total Annual Lamp Charges	\$6,405.02			
6. Computation of Contribution in aid of	Total estimated construction cost, including labor, materials, and overhead:	\$146,200.65		
Construction ("CIAC	Credit for 3 years of lamp charges: \$19,215.05			
Amount")	CIAC Amount (cost minus revenue)	\$126,985.60		
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement			
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.			
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) If "No", Customer must sign below and acknowledge that the lighting design does not nieet IESNA recommended practices			
10. Customer Address for Notices:	[Address] 17200 S. Haron River Dv. [Address] Upsilant, LII 48197 [Name] Charter Twp. of Upsilanti			

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) TYES NO If "Yes" is checked, Customer and Company agree to the following additional terms.

- A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.
- B. Customer will maintain an initial inventory of at least ____ posts and ___ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.
- C. The inventory will be stored at ______. Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name:	Title:
Phone Number:	Email:

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

- D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.
- E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.
 - F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warrantees, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology ("EELT") Terms:

All or a portion of the Equipment consists of EELT: (check one) ☐YES ☐NO

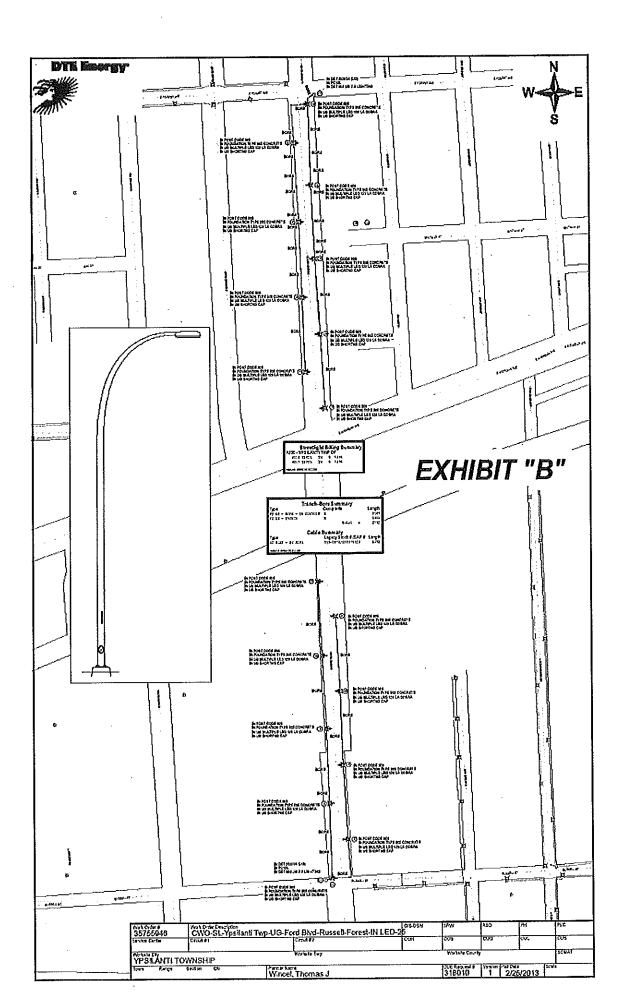
If "Yes" is checked, Customer and Company agree to the following additional terms.

- A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment.
- B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:	Customer:
The Detroit Edison Company	Ypsilanti Township
Ву:	By: Denda L. Stremb
Name:	Name: Brenda L. Stumbo
Title:	Title: Supervisor
	Name: Koven Love for Roe Title: Clerk:

Attachment 1 to Purchase Agreement Map of Location



ReImagine Washtenaw Master Plan, Zoning, and Design Standards Work Program November 9, 2012

PROJECT PURPOSE

The Vision for ReImagine Washtenaw identifies a new future for the Washtenaw Avenue corridor, which includes new and revitalized economic activity, increased residential density, improved walkability, and supporting the means to provide improved public transit.

More specifically, the Corridor Redevelopment Strategy identifies the following goals:

- Improve development practices
- Increase housing choices
- Expand multimodal transportation choices and increase safety
- Revitalize commercial centers and neighborhoods
- Improve streetscape and non-motorized infrastructure
- Infill and redevelopment building on existing assets and infrastructure
- Provide increase mixed-use, including retail, office, and residential at nodes
- Allow increased density to support a higher level of public transit service
- Increase regional public and private collaboration in future development, land use planning, transportation, and investment decisions
- Increase frequency and span of transit service

The purpose of this project is to incorporate the goals and concepts set forth in the *Corridor Redevelopment Strategy* in a coordinated fashion in the Master Plans, Zoning Ordinances, and Development/Design Standards of the respective participating communities — Pittsfield and Ypsilanti Townships. Emphasis will be placed on providing both the incentives and regulatory framework to encourage new development and redevelopment to meet the form and site design concepts set forth in the Corridor Redevelopment Strategy (provided as Attachment I).

ELEMENT I: BACKGROUND

	Tasks	Responsibility
1.1. Project kickoff with County and		CWA / LSL
	Townships	
1.2.	Create study area database	CWA, with data provided by Townships and County
	a. Parcel Identification	
	i. Acreage	
	ii. Frontage	
	iii. Zoning	
	iv. GIS files	
	b. Land Use Database	
	i. Sidwell	
	ii. Owner	
	iii. Land use category	
	iv. GIS files	
	c. Physical/Spatial Data	
	 Rights-of-way (including future) 	
	ii. Utilities	
	iii. Sidewalks	
	iv. GIS files	
1.3.	Creation of Project Area Base Map in GIS	
1.4.	Meet with JTC to review study scope	CWA (through other contractual obligation)

ELEMENT I: OUTCOMES

- 1. Project kickoff with county and township planning staff to outline scope, outcomes, and assignments
- 2. CWA will compile a complete database of pertinent information for the study area, including
 - o Parcel information
 - o Land use data
 - o Physical and spatial data
 - o Right-of-way and bus stops
- 3. CWA will create project basemap through GIS

4. CWA to meet with JTC for input

ELEMENT II: MASTER PLAN EVALUATION AND REVISION

Tasks

- 2.1. Review existing Master Plan including subarea plans and the current Ypsilanti Township draft plan in process
- 2.2. Meet with planning team (Joe Lawson, Nathan Voght, Paul Montagno) to discuss existing Master Plans and specific areas to incorporate distinct Relmagine Washtenaw policies and Land Use concepts
- 2.3. Consultant team to draft language to Incorporate Relmagine Washtenaw policies and Land Use concepts into the two Township Master Plans. This is expected to be a summary of Reimagine Washtenaw with select graphics and discussion of how it is being integrated.
- 2.4. Meet with planning team to discuss draft language to incorporate Relmagine Washtenaw policies and Land Use concepts into the Master Plans and ordinances
- 2.5. If necessary, consultant team will assist appropriate Township Planning Commissions and Boards to adopt Relmagine Washtenaw policies and Land Use concepts into Master Plan. This would include attendance at up to two meetings with each township. In Ypsilanti Township ones of these would be the Master Plan public workshop.

Responsibility

CWA / LSL

CWA / LSL / Planning Team

CWA / LSL

CWA / LSL / Planning Team

CWA / LSL / Planning Team

ELEMENT II: OUTCOMES

- 1. Through review of document, the consultant and planning team has understanding of necessary changes to existing and ongoing Township policy and regulatory documents to incorporate ReImagine Washtenaw Policies and Land Use Concepts into the Township Master Plans, Design Guidelines and Ordinances.
- 2. The consultant team will work with the Township Planners and recommend to the Township Planning Commissions (and Boards) areas of plans to incorporate Relmagine Washtenaw Policies and Land Use Concepts in general or specifically. This will include specific language from the Relmagine Washtenaw Plan and select graphics plus creation of a new map that illustrates the location and extent those overall corridor concepts are to be applied.

- 3. The consultant team will meet with appropriate township planning commissions and boards to adopt the appropriate Relmagine Washtenaw policies and Land Use Concepts into each Township Master Plan. Note, for Ypsilanti Township, this will be done as part of the current process and meetings to amend the existing Master Plan
- 4. Final outcome is based on input from Township officials and the public hearing, the adoption of the appropriate Relmagine Washtenaw policies, and Land Use Concepts in each Township Master Plan.

ELEMENT III: DESIGN STANDARDS/GUIDELINES

_		Tasks	Responsibility	
3.1.		with planning team to discuss design	CWA / LSL / Planning Team	
		lards/guidelines and potential use or refinement of		
		of the existing design guidelines from other township		
		dor plans, as appropriate,		
3.2.		with JTC to provide overview of design	CWA	
		lards/guidelines		
3.3.		ultant team will create design standards/guidelines	CWA / LSL	
		ents include:		
	a. C	Component Selection Analysis		
	i.	1 0 1 7	CWA, except where noted	
	ii			
		i. Height relationships		
		v. Landscaping		
	V	. Access (LSL)		
	V	 Ground story preferred or required uses (for 		
	"activation" or vitality along the street level)			
	b. D	Pesign Encyclopedia	CWA to lead	
	c. B	Building Context		
	i.	Building siting and orientation	CWA and LSL, may include design	
	ii	. Context in relationship to adjacent development	firm	
	ii	i. Open space		
	d. B	Building Form/Design		
	i.	Stories	Same as above	
	ii	. Land use transitions		
	ii	i. Mass and scale		
	iv	v. Details, façade treatment, and articulation		
	v. Roof form			
	e. P	arking and Circulation		
	i.	Parking, loading, circulation and access	LSL	
	ii	. Bicycle routing and parking		
	ii	i. On-site pedestrian circulation		
	f. S	treets and Right-of-Way Treatments	LSL	
	i.	Streets		
	ii	. ROW treatments		
	g. S	ite and Building Details		
	i. Signage		CWA to draft, LSL to provide	
	ii		support and comment	

- iii. Landscaping, fences, and screening
- iv. Stormwater management
- v. Amenities
- vi. Community spaces
- vii. Utilities/mechanicals/refuse storage
- viii. Sustainability
- h. Branding (optional)
 - i. Analysis of existing conditions
 - ii. Development of alternative brand strategies
 - iii. Development of a new visual identity program and standards
- 3.4. Consultant team will identify graphics needed to illustrate design standards/guidelines, including identification of design firm to accomplish task
- 3.5. Consultant team will develop a complete graphic program to accompany the design standards/guidelines
- 3.6. Present design standards/guidelines to Planning Team
- 3.7. Present design standards/guidelines to JTC
- 3.8. Present design standards/guidelines at joint Township workshop

CWA / LSL / Design Firm

CWA / LSL / Design Firm

CWA / LSL / Planning Team

CWA

CWA / LSL

ELEMENT III: OUTCOMES

1. The consultant team will prepare design standards/guidelines. Design guidelines/standards will include a complete graphic program of photos and sketches, with accompanying explanatory text. The guidelines will also explain the locations or situations where the various standards/guidelines apply if not corridor-wide.

ELEMENT IV: ZONING ORDINANCE STANDARDS

Tasks

- 4.1. Consultant team will audit the zoning ordinances and identify where changes would be desired to promote implementation of the design guidelines. For Ypsilanti, the existing Whittaker Corridor overlay will be reviewed to select any elements to apply to Washtenaw.
- 4.2. Meet with planning team to discuss and then organize a Kickoff Meeting with Ypsilanti Township officials including discussion of range of zoning techniques: Form-Based, Overlay, a Placemaking Code, Planned Development, TOD and Conventional; mandatory overlay optional or incentive based

Responsibility

CWA for Pittsfield and LSL for Ypsilanti Township, but with some coordination based on the assigned roles on the design guidelines

CWA / LSL / Planning Team

4.3. Meet with Planning Team to discuss preferred zoning technique and agree upon common elements, and specific zoning technique to be applied to each community

4.4. Consultant team will conduct parcel-byparcel identification program

a. Identify street types

b. Identify site types

c. Identify preferred building forms

d. Identify preferred use groups

4.5. Consultant team will create draft zoning regulation for each community, consistent with goals of ReImagine Washtenaw and Design Standards

4.6. Meeting with County and Townships to review zoning regulations

4.7. Progress meeting with JTC

CWA / LSL / Planning Team

CWA / LSL

CWA / LSL

CWA / LSL / Planning Team

CWA

ELEMENT IV: OUTCOMES

- 1. The consultant team will prepare for and facilitate Zoning Kickoff Meeting with Ypsilanti Township to discuss the outcomes and consequences of different types of zoning approaches to ensure their understanding and buy-in of the selected zoning technique(s).
- 2. Consultant/Planning Team will agree upon preferred zoning techniques and common elements between the two Townships.
- 3. The consultant team will identify street types, site types, building types, use groups, development regulations, and graphics.
- 4. The consultant team will draft zoning regulations for each Township. This will involve taking the "model" and tailoring it to each community and its current ordinance structure so that it can be seamlessly integrated.

PHASE V: ADOPTION

Tasks

- 5.1. Consultant team will meet with County and Townships and present proposed Zoning Ordinance and design standards
- 5.2. Consultant team will be present at Planning Commission public hearing and Township Board meeting for adoption

Responsibility

CWA / LSL / Planning Team

CWA / LSL

PHASE V: OUTCOMES

- 1. Consultant team will meet with County and Townships
- 2. Final adoption

CHARTER TOWNSHIP OF YPSILANTI MINUTES OF THE MARCH 11, 2013 WORK SESSION

The meeting was called to order by Supervisor Brenda L. Stumbo at approximately 5:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

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

Roe, Treasurer Larry Doe, Trustees Jean Hall Currie,

Mike Martin and Scott Martin

Members Absent: Trustee Stan Eldridge

Legal Counsel: Wm. Douglas Winters

1. UPDATE ON NEW VEHICLE MAINTENANCE PROCEDURE

Jeff Allen, Residential Services Director thanked Carl Girbach, Public Services Superintendent for all the work he put into this update. Mr. Allen explained there was a meeting where this information was presented to the other directors and department heads. He said the effective date for these procedures to be put in place was April 1, 2013.

Trustee Scott Martin mentioned the daily log and other forms would be very beneficial in the long run. He asked the Township Board to hold the Township employees to the same standard as the YCUA employees had been held, to keep the vehicles in good running order.

Carl Girbach explained that it was more of a mind set to understand that it was part of the job. He said crew leaders would be in charge of the seasonal worker's bookwork and then it would come to him to check.

2. DISCUSS BOARD SUB-COMMITTEE FOR AUGUST MILLAGE ELECTION CONSISTING OF TREASURER LARRY DOE, TRUSTEES STAN ELDRIDGE AND MIKE MARTIN AND JAVONNA NEEL, ACCOUNTING DIRECTOR

Supervisor Stumbo said she had looked back to 2007 and determined the taxable rate at that time was approximately \$1.7 billion and in 2012, it was about \$1.140 billion, which represented about a 35% reduction in taxable value. She reported these millages would operate the Police, Fire, Garbage and Recycling Pick-up, Brush Pick-up, Bike Paths, Sidewalks, Recreation, other Township Operations and Capital improvements.

Supervisor Stumbo explained the millage would be expiring in December, therefore it was necessary to determine the millage rate, submit the language and place it before the voters in August. She said that if for some reason it did not pass in August, it could then be placed on the November ballot.

Supervisor Stumbo said the three full time elected officials had met several times with Dave Williamson, the Township Financial Advisor and Javonna Neel, the Township Accountant in preparation for the millage request and four-year budget forecast. She explained the projections used assumptions for health care costs, wages, OPEB retiree costs, firefighter pensions, Sheriff's Department costs, and Waste Management fuel costs. Supervisor Stumbo said the last time this was done was when the GM plant closed in June of 2009. A financial team was assembled at that time to project the taxable revenue through the end of 2013.

Supervisor Stumbo said a recommendation would need to be brought to the Board by April 8, 2013 to be placed on the August ballot. Attorney Winters and Clerk Lovejoy Roe would need to put the ballot language together to be submitted to the Washtenaw County Clerk's office by May 28, 2013.

Arloa Kaiser asked how much the millage would increase. Supervisor Stumbo answered that the Financial Advisor was recommending not to exceed an increase of two mils, across three millages.

3. REVIEW AGENDA

Supervisor Stumbo explained that Sensitile still did not have the information they needed to make a decision so they would not be on the Agenda this evening.

CLERK REPORT

- RETENTION FILES AND ORGANIZATION-This project is still continuing with Clerk Lovejoy Roe and staff reviewing all files for retention and organization. This project is a very large project, which will continue through all of 2013. After the Community Center storage areas are completed, work will also need to take place at the Fire Station. This work is being undertaken in preparation for new software to manage the township information system. Preparation is also being completed to determine items for microfiche copying. Many documents are too fragile to be scanned into an electronic system yet must be preserved.
- YTOWN DOMAIN USEAGE- A resident and neighborhood coordinator requested to have their neighborhood website use the YTOWN domain. A meeting was held on Monday, March 4, 2013 with staff and elected officials to discuss the possibility of allowing the use of our domain. All agreed it was a great idea but that a policy would need to be developed. The Information System department is currently working on the new website and it was

suggested that this issue be reviewed again in the late summer or early fall when the website project was completed.

- PASSPORTS-Clerk's staff continues to process passports daily. As travel plans are being made for 2013, passport requests are increasing during this time of year.
- POLICE SERVICES STEERING COMMITTEE MEETING- Supervisor Stumbo, Clerk Lovejoy Roe and Mike Radzik, Office of Community Standards Director attended the Police Services Committee Meeting on Wednesday, March 6, 2013. The group discussed out of jurisdiction issues, overtime plans and extension of current contract. Washtenaw County is currently preparing a four-year budget cycle, which requires establishing a price for the contract communities this year as a part of their budget process. The group discussed contract extension for 2 years, 2016 and 2017.
- REIMAGINE WASHTENAW-Next meeting date is Wednesday, March 13, 2013.
- GM/RACER TRUST-Supervisor Stumbo, Treasurer Doe, Clerk Lovejoy Roe & Mark Perry, Economic Development Professional continue to meet weekly on plans to develop and promote economic development on the GM property and on other properties in the township. Meetings were held on February 22 and March 4, 2013.
- DTE MEETING REGARDING YPSILANTI TOWNSHIP PROJECTS-Supervisor Stumbo, Treasurer Doe, Clerk Lovejoy Roe and Residential Services Director Jeff Allen met with representatives from DTE on February 20, 2013. There are several DTE projects in Ypsilanti Township that are currently underway: Ford Blvd. Lighting, MDOT Car Pool Lot lighting at I-94/Huron St., LED Replacement Lights for Township Lights and Grove Road Lighting are all projects that are either currently underway or are being discussed for work in the 2013 building season. Agreements for Ford Blvd. Lighting and an LED Conversion Project will be on the agenda for the March 11, 2013 meeting. The Park and Ride LED lighting project agreement will be on a later board agenda. DTE will also be preparing documents to convert all lighting in Ypsilanti Township to LED where there are operational cost savings.
- MILLAGE PROPOSALS FOR 2013- Accounting Director, Javonna Neel has been working with David Williamson, Township Accountant and Linda Gosselin, Assessing Director, on projections of revenues and expenditures for over the next four years, through 2017. These projections are needed to make plans for the millage election in August. The current millages expire at the end of 2013. The elected officials have been meeting several days a week to research and analyze financial information in preparation of the millage election.

 MEALS ON WHEELS-Trustee Martin and Clerk Lovejoy Roe would be wait staff for the upcoming "Spring Fling" fundraiser. Supervisor Stumbo and Treasurer Doe are hosting for the event.

TRUSTEE REPORT

Trustee Scott Martin mentioned he often sees MDOT providing services to stranded motorists and was glad for their assistance.

Trustee Mike Martin said Trustee Eldridge had asked him to share that he still wanted to discuss collaborative talks with the City of Ypsilanti at the March 25, 2013 Board Meeting.

Supervisor Stumbo said the paper had reported that the City of Ypsilanti had scheduled meetings with the Township to try to collaborate. The Supervisor said a meeting was scheduled for April 4, 2013 and she asked the Board to confer with the department heads to see if anyone had any ideas. She said the ultimate goal was to obtain State Shared Revenue. She stated that Grove Road collaboration and cooperation talks with the two Fire Departments had helped to facilitate the goal for receiving that revenue. She said they would look at other issues to collaborate with the City, as well as Augusta Township and the possibility of collaborating regarding our Building Department issuing their building permits. She noted that Scio Township was able to receive the state fund since they collaborated with their Fire Department. She explained that we now have to document our efforts in detail by showing time frames and agreements.

Trustee Scott Martin said he personally appreciated that the three full-time officials were meeting and going forward with ideas for collaboration and felt it was their job to do that and bring their findings back to the Board for consideration. He mentioned that collaboration with other entities was a big part of the government at this time. He reported that even as small as the Ann Arbor Township Fire Department was, they were collaborating with the much larger City of Ann Arbor.

Clerk Lovejoy Roe reported that they had met with the City and discussed the Countywide Plan for AATA in detail. She updated the Board, saying there was another meeting planned that would be hosted by Pittsfield Township regarding transit within the Urban Core.

ATTORNEY REPORT

Attorney Winters gave a brief update regarding the conveyance of the deed for 1501 S. Huron from the former Michigan State Police Post to the Township for use as a station for our Police Services.

Mr. Winters gave a brief update on the property at 1091 Rambling. He said it fit the criteria for a public purpose and would ultimately become a good acquisition for Habitat for Humanity.

Mike Radzik, Director of Office of Community Standards gave a brief clarification on the dates that 1091 Rambling could be acquired, prior to it going to tax auction in July. He felt this could contribute to community stabilization.

Attorney Winters provided a brief update regarding the property on Crestwood that had challenged the Township's right to regulate its use of land regarding the Michigan Medical Marijuana issue. He stated that Judge Archie Brown had upheld the Township's position and had set an important precedent.

Attorney Winters also spoke to the emerging positive trend of reinvesting in the Township by rebuilding properties that had been damaged by fire rather than walking away with the proceeds and demolishing houses, leaving behind vacant lots. He gave the following properties as examples of those that had rebuilt: 21 Ohio, 8184 Thornhill and 7183 Deer Track.

Mr. Winters provided an update on the person accused in the case of arson, at the Wood Creek Apartments. He said they had been sentenced six to ten years in prison.

Arloa Kaiser asked if marijuana could be treated like alcohol. The Supervisor explained marijuana was not legalized in the same manner that alcohol was.

PRESENTATION ON DEVELOPMENT

Joe Lawson, Planning Director, per the request of Supervisor Stumbo, presented the projects that the Building Department was currently involved. The projects included:

- Kroger Fuel Station/Tim Horton's projects near the intersection of James L.
 Hart and Huron Street
- Tim Horton's Bake Shop at the corner of Hewitt and Washtenaw
- PACE Center (Programs for All-inclusive Care for the Elderly) a project by the United Methodist Retirement Community which was basically a reutilization of the Huron Valley Child Guidance Center on Ellsworth
- Revitalization of the former Lakewood Farms, which had been developed partially by Burton-Katzman and had been purchased out of foreclosure by S. R. Jacobson. They have moved forward by getting the utilities in order and had renamed the project, which was now known as Majestic Lakes. The new builder, Allen Edwin Homes would be developing the first seventy-two lots. He reported that he and Attorney Winters had been working with the developer's attorney to finalize the Development Agreement. He reported that once it was

signed and the Streetlight District created, building permits would be issued. Mr. Lawson reported that he and Ron Fulton, Building Director had met with Allen Edwin Homes last week and they had already sold three lots and dropped off seven building permits to be processed.

- Revitalization of Crystal Ponds, a duplex condominium complex that also had fallen into foreclosure, had been purchased by Infinity Homes. They mentioned they would like to change the use to single-family residences. Mr. Lawson explained that would send all the planning phases back to square one. The developer would be coming later this week to discuss future plans.
- Lakeside Park Improvements had made it through all the internal planning stages and had been sent to the Michigan Department of Natural Resources for their approval.
- Redevelopment on E. Michigan Avenue: Bob Roberts, the manager of the former Author's had continued to improve the restaurant/bar facility, which had been, renamed the Regal Beagle.
- Eastern Lofts also known as Eastern Highlands had been purchased out of bankruptcy by Capital Investments. They currently had been issued building permits for over eighty of the 128 units.
- The engineer for WalMart, on Ellsworth had contacted Mr. Lawson this afternoon to schedule a Pre-Application meeting for March 26, 2013.

Mr. Winters briefly commentated on an offer the attorney for the Lakewood developer had sent this afternoon regarding funds for improvements.

Ron Fulton, Building Director reported on the positive influence of the reconstruction of 21 Ohio and 8484 Thornhill. He also spoke to the possibility of issuing partial building permits for Majestic Homes in order to facilitate the beginning phases for their models before the Development Agreement had been finalized.

NEW BUSINESS

1. BUDGET AMENDMENT #4

Trustee Scott Martin asked about the difference in price and size of the mowers requested. Jeff Allen, Residential Services Director responded the 60" mower could get into smaller areas and in between trees.

2. APPOINT KEITH JASON TO YCUA BOARD TO FILL VACANCY CREATED BY RESIGNATION EFFECTIVE MARCH 12, 2013 THROUGH DECEMBER 15, 2015

Trustee Scott Martin recommended giving Mr. Jason thorough background knowledge of YCUA.

3. DTE ENERGY STREET LIGHTING AGREEMENT FOR CONVERSION OF 220 YPSILANTI TOWNSHIP MERCURY VAPOR STREET LIGHTS TO LED STREET LIGHTS IN THE AMOUNT OF \$84,920.00, BUDGETED IN LINE ITEM #101.956.000.926.000

Clerk Lovejoy Roe brought in a map that Tim Miller from DTE had just dropped off to show more detail, in the sections that would be affected. These would mostly be the non-assessed streetlights, which were on the Township bill. She shared the pay back was just over two years.

Supervisor Stumbo explained these lights were more efficient and cost effective. She said they had been asking for these replacements for eight to ten years.

4. DTE ENERGY AGREEMENT FOR LED INSTALLATION OF UNDERGROUND LIGHTING ON FORD BLVD. IN THE AMOUNT OF \$126,985.60, BUDGETED IN LINE ITEM #101.956.000.926.000

Supervisor Stumbo explained that whenever an area was undergoing construction the Township looked at the option of adding lighting at that time, to save on installation costs. She said there was a possibility of obtaining grant money to finance these improvements.

AUTHORIZATIONS & BIDS

1. REQUEST OF YPSILANTI TOWNSHIP GREENS COMMISSION TO PURCHASE MONTH-TO-MONTH FOREUP GOLF POS AND INVENTORY MANAGEMENT SOFTWARE SUBSCRIPTION IN THE AMOUNT OF \$300 PER MONTH, BUDGETED IN LINE ITEM #101.266.000.933.001 AND PURCHASE OF TWO (2) COMPUTERS AND TWO (2) CASH DRAWERS. NOT TO EXCEED \$7,500, BUDGETED IN LINE ITEM #101.266.000.977.000

Larry Doe, Treasurer provided a brief explanation of the request.

Travis McDugald, IS Manager clarified that there would be two computer stations and only one cash drawer.

2. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO SEEK SEALED BIDS FOR THE 14-B COURT ROOF REPLACEMENT

Jeff Allen explained the replacement would protect between \$80,000 to \$100,000 worth of insulation that was still good.

OTHER BUSINESS

1. LAKEWOOD FARMS FUNDS FOR IMPROVEMENTS

Treasurer Doe asked if the Board needed to take any action on the item that Attorney Winters had brought up regarding Lakewood Development.

Attorney Winters said he had hoped for some guidance and restated their offer to the Board.

Joe Lawson gave a brief explanation of their proposal and felt it would be best to make it a public benefit by putting those dollars toward the improvement at the nearby Lakeside Park since the Association would have to maintain that later anyway.

The Board agreed to add this item to the Agenda under Other Business.

SUPERVISOR REPORT

- On February 26, 2013 Supervisor Stumbo and Larry Doe participated in a conference call with RACER Trust at the GM site
- Supervisor Stumbo and Larry Doe attended a Love Ypsilanti Community Leaders meeting – a group of pastors in the area dedicated to our youth doing special projects in the schools and non-profit groups
- On February 27, 2013 the Township Offices were closed due to a power outage
- Met with Tom Lamb, General Manager of the Marriot update that the hotel is doing well and mentioned possible growth
- YCUA Board Meeting with Larry Doe
- Development Team Meeting on Feb. 28, 2013
- Vehicle Maintenance Procedures Meeting on March 1, 2013

- Supervisor Stumbo, Larry Doe and Nancy Wyrybkowski attended funeral for Jan Hale on March 1, 2013
- March 4, 2013 the three full-time officials met with Mark Perry, our Economic Development Specialist who will give an update to the Board in ninety days
- Met with Travis McDugald, Mike Radzik, Clerk Lovejoy Roe, Larry Doe and Tammie Keen regarding the domain name for outside organizations as recommended by Mark Perry
- Met with Brian McCleery and resident to discuss assessment
- Board of Review is in process
- Attended a Habitat for Hero Breakfast with Clerk Lovejoy Roe on March 5,
 2013 to thank the Township for partnering with them
- Three full-time officials participated in conference call with John Hancock and Attorney Winters regarding request from AFSCME to enter into agreement to extend contract – Attorney doesn't recommend but would be willing to start negotiations – spoke with bargaining personnel and they are unwilling to begin negotiations
- The City scheduled a meeting on April 4, 2013 to discuss collaboration
- The feral cat education and training was scheduled for this month in West Willow
- Meeting scheduled March 28, 2013 hosted by the Road Commission at 6:00 p.m. at the Fire Station regarding the Ford Road Boulevard construction and a Notice of Construction would be sent out to residents in that area
- The Road Commission also scheduled a public meeting for W. Michigan Avenue at the city line to Ellsworth regarding installation of a turn lane
- Introduced Mark Perry at the Aerotropolis meeting
- Attended "Right To Work" Meeting at the Western Washtenaw Democratic Meeting
- A recommendation for an ordinance regarding basketball hoops was made at the Police Meeting by Lt. Anuszkiewicz

ADJOURNMENT

The meeting adjourned at approximately 6:43 p.m.

Respectfully submitted,

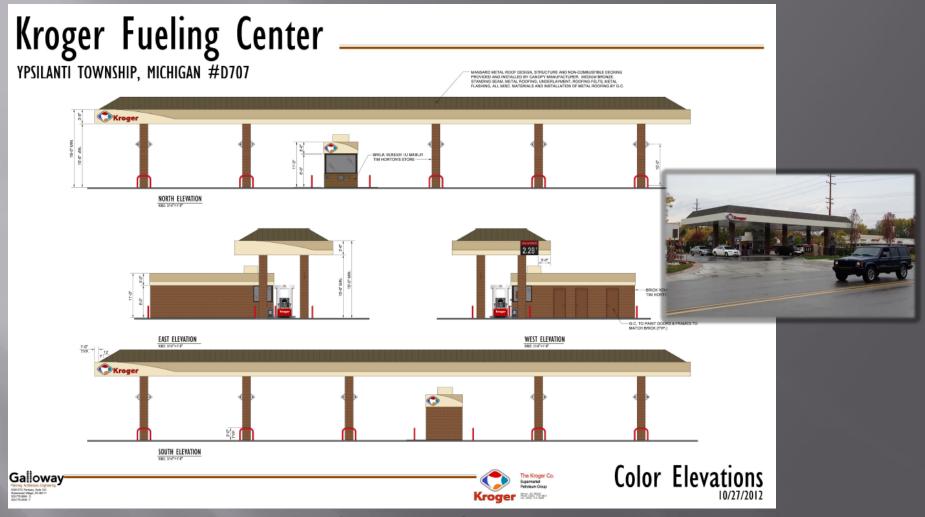
Karen Lovejoy Roe, Clerk

Office of Community Standards



Development Update March 11, 2013





Location: James L. Hart & Huron Street

Approvals: Preliminary Site & SCU granted on November 13, 2012

Current Status: Final Engineering Review

Anticipated Construction: Spring/Summer 2013



Location: James L. Hart & Huron Street Approvals: Preliminary Site & SCU granted on July 17, 2012

Current Status: Ready for construction Anticipated Construction: Spring 2013



Location: 2220 Washtenaw (Washtenaw & Hewitt)

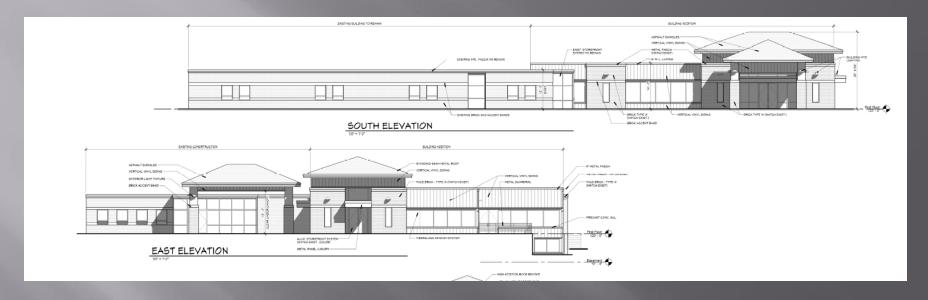
Approvals: Preliminary Site & SCU granted on February 5, 2013

Current Status: Awaiting Pre-Construction Meeting

Anticipated Construction: Spring 2013



P.A.C.E - Program for All-Inclusive Care for the Elderly



Location: 2940 Ellsworth (Ellsworth & Clubview)

Approvals: Preliminary Site & SCU granted on July 17, 2012

Current Status: Under Construction

Anticipated Completion: Summer 2013

Majestic Lakes



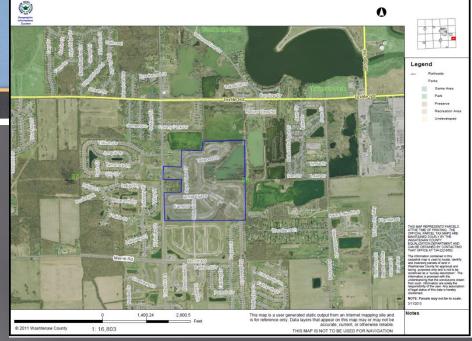
Formally: Lakewood Farms
Developer: S.R. Jacobson
Builder: Allen Edwin Homes

Construction: Spring 2013

Concept Portfolio
Ypsilanti Township

ALLEN
EDWIN
HOMES

3 Homes Sold to date Construction: Spring 2013





Crystal Ponds



Purchased from tax foreclosure by Crystal Ponds Inc. in 2012

Proposed Developer: Infinity Homes

14 of 92 units currently constructed, 78 units remain.

A meeting is currently scheduled with the proposed builder for Thursday March 14th at 8:45am.

Lakeside Park



Currently awaiting MDNR Approval.

Anticipated Construction: Summer/Fall 2013



The Regal Beagle 817 E. Michigan Avenue



Eastern Lofts



Former Kircher Property involved with the illegal sewage dumping conviction Purchased by Capital Investments in 2012

Currently under permit for renovation of the 128 unit complex Construction will continue during the upcoming summer months.

Wal-Mart Supercenter?

Pre-Application Meeting Scheduled for March 26, 2013



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User: mharris
DB: Ypsilanti-Twp

CHECK NUMBERS 160864 - 160890

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03/14/2013	AP	160880	1475	VERIZON WIRELESS	70.56
03/14/2013	AP	160881	1475	VERIZON WIRELESS	1,449.85
03/14/2013	AP	160882	15934	WASTE MANAGEMENT	989.39
03/14/2013	AP	160883	15934	WASTE MANAGEMENT	213.99
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Page: 2/2 03/18/2013 04:24 PM CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI User: mharris CHECK NUMBERS 160891 - 160997

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03/18/2013	AP	160983	0632	STERICYCLE INC	265.55
03/18/2013	AP	160984	15941	TODD BARBER	800.00
03/18/2013	ΆP	160985	4779	U.S. BANK, N.A.	45,642.50
03/18/2013	AP	160986	2597	U.S. POSTAL SERVICE*	200.00
03/18/2013	AP	160987	6523	UNIQUE 1 SERVICE	356.00
03/18/2013	AP	160988	16379	UNIVERSITY OF MICHIGAN	2,970.00
03/18/2013	AP	160989	V. SMITH	VENUS SMITH	40.00
03/18/2013	AP	160990	V. MAYA	VERONICA MAYA	230.00
03/18/2013	AP	160991	6627	VICTORY LANE	30.59
03/18/2013	AP	160992	0444	WASHTENAW COUNTY TREASURER#	443,625.00
03/18/2013	AP	160993	0444	WASHTENAW COUNTY TREASURER#	32,040.25
03/18/2013	AP	160994	15421	WEX BANK	1,531.54
03/18/2013	AP	160995	WORLDWIDE	WORLDWIDE PERFORMANCES, INC.	1,005.00
03/18/2013	AP	160996	7054	YCUA	1,610.20
03/18/2013	AP	160997	0480	YPSILANTI COMMUNITY	1,720.89
AP TOTALS:					•
Total of 107					915,054.96
Less 0 Void C	hecks:				0.00

915,054.96 Total of 107 Disbursements:

OFFICE OF THE TREASURER LARRY J. DOE



MONTHLY TREASURER'S REPORT FEBRUARY 1, 2013 THROUGH FEBRUARY 28, 2013

Account Name	Beginning Balance	Cash Receipts	Cash Disbursements	Ending Balance
101 - General Fund	4,409,377.44	626,149.75	640,961.81	4,394,565.38
101 - Payroll	142,131.36	665,748.07	672,042.23	135,837.20
101 - Willow Run Escrow	141,477.72	11.43	0.00	141,489.15
206 - Fire Department	1,703,845.19	2,300.76	302,373.61	1,403,772.34
208 - Parks Fund	8,531.32	0.58	1,639.80	6,892.10
212 - Roads/Bike Path/Rec/General Fund	853,418.64	254.30	2,997.83	850,675.11
225 - Environmental Clean-up	444,046.93	34.06	0.00	444,080.99
226 - Environmental Services	2,623,137.36	816.92	203,551.81	2,420,402.47
230 - Recreation	113,128.10	14,767.57	46,857.66	81,038.01
236 - 14-B District Court	100,486.32	93,876.63	79,763.02	114,599.93
244 - Economic Development	67,136.73	5.15	0.00	67,141.88
248 - Rental Inspections	68,258.00	10,817.84	4,076.66	74,999.18
249 - Building Department Fund	317,613.05	18,986.21	17,025.41	319,573.85
250 - LDFA Tax	305.01	0.02	0.00	305.03
252 - Hydro Station Fund	684,727.63	25,980.63	12,087.48	698,620.78
266 - Law Enforcement Fund	2,077,911.08	161.59	488,177.61	1,589,895.06
280 - State Grants	18,372.06	1.41	0.00	18,373.47
301 - General Obligation	261,098.26	33.78	0.00	261,132.04
396 - Series "A" Bond Payments	1,670.71	0.13	0.00	1,670.84
397 - Series "B" Cap. Cost of Funds	53,443.81	4.10	0.00	53,447.91
398 - LDFA 2006 Bonds	54,065.02	4.15	0.00	54,069.17
498 - Capital Improvement 2006 Bond Fund	337,774.31	27.23	2,560.03	335,241.51
584 - Green Oaks Golf Course	175,752.90	17.33	22,779.33	152,990.90
590 - Compost Site	1,336,439.65	1,376.15	12,462.98	1,325,352.82
595 - Motor Pool	512,452.01	39.16	3,518.22	508,972.95
701 - General Tax Collection	13,154.41	7,820.92	2,434.79	18,540.54
703 - Current Tax Collections	10,607,788.06	5,734,438.90	469,424.59	15,872,802.37
707 - Bonds & Escrow/GreenTop	750,720.66	8,245.13	24,246.50	734,719.29
708 - Fire Withholding Bonds	21,602.83	8,130.80	0.00	29,733.63
893 - Nuisance Abatement Fund	53,700.29	1,374.86	525.00	54,550.15
ABN AMRO Series "B" Debt Red. Cap.Int.	28,840.67	0.25	479.73	28,361.19
Comerica Series B Bond	1,496.12	0.12	25.00	1,471.24
GRAND TOTAL	27,983,903.65	7,221,425.93	3,010,011.10	32,195,318.48

TRUSTEE REPORT

THERE IS NO WRITTEN TRUSTEE REPORT

March 11, 2013

To Whom it May Concern:

All payments pursuant to the Claims Resolution Agreement dated March 11, 2013 (the "Agreement") should be made payable to Eagle Crest Golf Club ("Eagle Crest"). Ypsilanti Township further authorizes Eagle Crest to act as its agent in all regards concerning the performance of the Agreement. In particular, the township authorizes Eagle Crest to make all decisions relating to the property, including providing any necessary permissions regarding tree removal, and acting as point of contact for all communications with DuPont or its representatives.

Brenda Stumbo

Township Supervisor

DuPont Imprelis® Claims Resolution Process c/o Epiq Systems PO Box 4834, Grand Central Station New York, NY 10163-4834

May 29, 2012

VIA UPS OVERNIGHT

EAGLE CREST GOLF CLUB ATTN: TODD GENSKE 1275 S HURON ST YPSILANTI, MI 48197

Re: Claim Number(s): 9000162

Property Location: 1275 S HURON ST YPSILANTI, MI 48197

E.I. du Pont de Nemours and Company ("DuPont") has received your response to the Claim Resolution Agreement dated November 21, 2011. DuPont has taken your response very seriously, and after careful consideration, has prepared the attached Amended Claim Resolution Agreement ("Amended Agreement"). This notice only applies to the property identified above. If you submitted information about other properties, separate notice letters have been or will be issued to you.

If you agree to the terms of the enclosed Amended Agreement, including Addendum A, which is a Release Regarding Election to Remove Trees on your property ("Addendum A"), DuPont offers to:

- Pay you \$19,200.00 to remove the trees in Table 1 of the Amended Agreement in lieu of DuPont removing the trees specified in Table 1 of the Amended Agreement.
- Pay you \$111.030.00 that you can use to arrange for the replacement of those 30 tree(s) should you choose.
- Pay you \$4.500.00 to provide new tree maintenance for your replacement tree(s).
- Pay you \$9,392.00 that you can use to purchase tree care for 37 other tree(s) remaining on your property.
- Give you a limited warranty for damage (if any) to trees caused by Imprelis® arising in the future.
- Pay you an additional \$21.618.30 in compensation.

Detailed information about each of these offers is provided in the enclosed Amended Agreement.

In agreeing to accept payment from DuPont relating to trees on your property, you must also agree to several other terms, including, but not limited to, a release waiving your right to file or participate in any lawsuit related to Imprelis®, an agreement to bring remaining disputes in arbitration, and a waiver of your right to a jury trial. In addition, you must execute Addendum A. Please read the enclosed Amended Agreement, including Addendum A. in its entirety. You may seek the advice of counsel of your choosing at any time before signing the Amended Agreement, including Addendum A.1

It is our hope to resolve your claim as promptly as possible. If you agree to the terms, please sign where indicated, include a witness signature as required, and return all of the pages of the Amended Agreement (including the Tables) and Addendum A to:

If by regular mail: Imprelis Claims Resolution Process c/o Epiq Systems P.O. Box 4834, Grand Central Station 757 Third Avenue, 3rd Floor New York, NY 10163-4834

If by overnight mail: Imprelis Claims Resolution Process c/o Epig Systems New York, NY 10017

1 NOTICE: DuPont advises Owner that other property owners have filed lawsuits against DuPont, including those seeking to certify class actions of which Owner may be a putative member. These lawsuits allege, among other things, that DuPont failed adequately to test Imprelis & before releasing it to the market and failed to include appropriate warnings about the harm that Imprelis E could cause to non-target vegetation. Plaintiffs in these lawsuits seek compensatory damages, statutory damages, punitive damages, and other types of relief that may be greater than that available in this claims process.

Many of those lawsuits have been consolidated in In re Imprelis Herbicide Marketing, Sales Practices and Products Liability Litization, Case No. 2:11-md-02284-GP in the U.S. District Court for the Eastern District of Pennsylvania. The Court has appointed the following counsel for Plaintiffs:

Liaison Counsel

Robert Kitchenoff of WEINSTEIN KITCHENOFF & ASHER LLC, 1845 Walnut Street, Suite 1100, Philadelphia, Pennsylvania 19103, (215) 545-7200.

Co-Lead Counsel

- Richard J. Arsenault of NEBLETT, BEARD & ARSENAULT, 2220 Bonayenture Court, P.O. Box 1190, Alexandria, Louisiana 71301, (800) 256-1050;
- Adam J. Levitt of WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLC, 55 West Monroe Street, Suite 1111, Chicago, Illinois 60603, (312) 984-0000;
- Hollis L. Salzman of LABATON SUCHAROW LLP. 140 Broadway. New York. New York 10005. (212) 907-0700: and
- Jonathan D. Selbin of LIEFF CABRASER HEIMANN & BERNSTEIN, LLP, 250 Hudson Street, 8th Floor, New York, New York 10013, (212) 355-9500.

Copies of any complaints are available on request from DuPont. By signing this release, in exchange for the relief provided by DuPont, Owner is foregoing any right to participate in any of these other actions or to otherwise file suit against DuPont for claims released. OWNER UNDERSTANDS THAT IT HAS THE RIGHT TO SEEK. LEGAL COUNSEL OF OWNER'S OWN CHOICE BEFORE SIGNING THIS AMENDED AGREEMENT.

To clarify your options regarding replacement trees, you may decide how to use the compensation set forth in the Amended Agreement for replacement trees and are not bound to purchase replacement tree(s). If you do opt to use this compensation to replace trees, the replacement tree or trees of your choosing may be purchased from (a) one of DuPont's designated qualified tree replacers or (b) a tree replacer of the your choosing. A list of designated qualified tree replacers is available at www.imprelis-facts.com. Not all trees (particularly trees greater than 20 feet tall) will be able to be replaced with precise equivalents. Table 5 represents a listing of tree replacement prices that have been agreed to by DuPont's designated qualified tree replacers for the particular species of trees to be removed from your property. If you are unable to arrange for tree replacement with another tree or trees of the same species from one of DuPont's designated qualified tree replacers at the prices set forth in Table 5, you may contact DuPont at 1-866-796-4783 for assistance. DuPont will work with its designated qualified tree replacers or another company to ensure that, if you so choose, you can receive another tree or trees of the same species at the value promised.

Once DuPont receives the signed Amended Agreement, and Addendum A, it will begin the steps outlined in the Amended Agreement. Payments will be made via check and sent to the address indicated at the top of this letter.

DuPont intends for this Amended Agreement to provide resolution of your Imprelis®-related claims and is hopeful that it will meet with your satisfaction. If you have any questions or concerns about the Imprelis® Claims Resolution Process, please contact DuPont at 1-866-796-4783.

Please read this entire Amended Claim Resolution Agreement ("Amended Agreement"), including Addendum A Release Regarding Election to Remove Trees ("Addendum A"), carefully. By signing the Amended Agreement, and Addendum A, you agree to be bound by all of the terms and conditions set forth below.

AMENDED CLAIM RESOLUTION AGREEMENT

This Amended Claim Resolution Agreement ("Amended Agreement") is entered into between E.I. du Pont de Nemours and Company ("DuPont") and an authorized owner of the property at 1275 S HURON ST, YPSILANTI, MI 48197. The authorized Owner ("Owner") represents that he or she holds title to the property at issue, and that all other persons or entities holding a fee simple, leasehold or other possessory interest in the property have authorized Owner to execute this Amended Agreement, and Addendum A, to bind them to the terms thereof, and to make choices about and receive services and payment on their behalf.

TREE REMOVAL AND REPLACEMENT

There may be laws or regulations and/or neighborhood or homeowner association rules that address tree removal or replacement. Before any removal and/or replacement of trees can take place under this Amended Agreement, and Addendum A. Owner must make sure that such action is in compliance with such laws, rules and/or regulations.

REMOVAL OF TREES

Payment: DuPont recommends removal for all trees listed in Table 1. Owner has advised that it does not want DuPont to remove certain damaged trees from its property. Owner has advised that in lieu of removal of the damaged trees by DuPont, it would like to receive payment from DuPont for the value of removal of the damaged trees and it will remove the trees in Table 1 itself. DuPont offers to pay Owner \$19,200.00 in lieu of DuPont removing the trees specified in Table 1. If trees listed in Table 1 have already been removed and disposed of properly. DuPont will pay Owner an amount to compensate Owner for removal of those trees.

Owner has read and agreed to the terms set forth in Addendum A, attached hereto and incorporated herein by this reference, which concerns Owner's preference to be paid in lieu of having DuPont remove the tree(s) specified in Table 1 and Owner's preference to remove the trees in Table 1 itself. Owner recognizes that it must abide by DuPont's Tree Removal and Disposal Guidelines in exchange for DuPont's agreement to pay Owner to remove its own trees.

REPLACEMENT

Payment: DuPont offers to pay Owner \$111.030.00 for the value of the trees listed in Table 1.

Owner shall decide how to use this compensation and is not bound to purchase replacement tree(s). If Owner opts to use this compensation to replace trees, replacement tree or trees of the Owner's choosing may be purchased from (a) one of DuPont's designated qualified tree replacers or (b) a tree replacer of the Owner's choosing. A list of designated qualified tree replacers is available at www.imprelis-facts.com. If Owner decides to purchase replacement

tree(s) from a tree replacer other than those listed on the designated qualified tree replacer list, the Limited Warranty for new trees identified below may not apply. Not all trees (particularly trees greater than 20 feet tall) will be able to be replaced with precise equivalents. Table 5 represents a listing of tree replacement prices that have been agreed to by DuPont's designated qualified tree replacers for the particular species of trees to be removed from Owner's property. If Owner is unable to arrange for tree replacement with another tree or trees of the same species from one of DuPont's designated qualified tree replacers at the prices set forth in Table 5, Owner may contact DuPont at 1-866-796-4783 for assistance. DuPont will work with its designated qualified tree replacers or another company to ensure that, if Owner so chooses, Owner can receive another tree or trees of the same species at the value promised.

New Tree Maintenance: In addition. DuPont will pay Owner \$150.00 per removed tree for new tree maintenance of any replacement trees.

Qualified Tree Replacer Limited Warranty for Replacement Trees: Each replacement tree planted by DuPont's designated qualified tree replacers will be covered by a two-year replacement guarantee supported by DuPont's designated qualified tree replacers. If Owner believes that the tree replacement guarantee is not being honored by DuPont's designated qualified tree replacers. Owner should contact DuPont at 1-866-796-4783 for assistance.

Any replacement tree will be planted in a workmanlike manner according to standard industry practice. Subject to the limitations below, any replacement tree that does not survive the period extending two years from the date of planting will be replaced by a tree of the same or similar value. A tree will only be replaced once during the warranty period. A new guarantee will not extend to a replacement tree planted during the warranty period.

The warranty excludes any damage to a tree outside of DuPont's designated qualified tree replacers' control and specifically excludes any tree damage resulting from acts of nature such as severe weather conditions, wind, hail, low temperature, drought, flooding, or storm damage; damage caused by humans or animals, including mowing, plowing, digging; damage caused by insects or disease; and damage attributable to an Owner's failure to properly care for a replacement tree, such as improper watering, pruning, and fertilization. The limited warranty provided by DuPont's designated qualified tree replacers excludes any tree damage relating to Imprelis®.

TREE CARE

Payment: DuPont recommends tree care for the trees listed in Table 2, as care is required for these trees to have the best chance to thrive. DuPont will pay Owner \$9,392.00 so that Owner can provide tree care for each of these trees. DuPont recommends that Owner consult an arborist or lawn care professional for assistance in purchasing and/or ascertaining proper tree care for the trees listed in Table 2. Tree care for each tree may include pruning, shaping, watering, insect spraying, and other care.

Reassessment. If a tree receiving tree care remains alive at the end of the DuPont Limited Warranty period set forth below, but Owner reasonably believes that it will not recover because

of its exposure to Imprelis®, DuPont will, at Owner's request, reassess the tree for possible removal and replacement or reasonable compensation. If a tree receiving tree care dies during the DuPont Limited Warranty period set forth below because of its exposure to Imprelis®, DuPont will arrange to remove and replace the tree or provide reasonable compensation for the value of the tree. Owner should make any requests under this subparagraph by calling 1-866-796-4783. DuPont will not be responsible for reassessment, removal replacement or compensation for any tree for which Owner has failed to provide appropriate care. When requesting reassessment of a tree, Owner agrees to provide adequate documentation, such as receipts, invoices, or other information, to verify that the Owner provided appropriate tree care to the trees identified on Table 2.

Important: If Owner removes (or authorizes anyone else to remove) any tree identified on Table 2 at a future time, Owner agrees that the removal and disposal will be performed in accordance with the instructions listed at www.imprelis-facts.com.

ADDITIONAL PAYMENT

In addition to the above, DuPont will make an additional payment to Owner. The amount of the additional payment is listed in the bottom row of Table 4, and represents 15% of the total value of the other payments and services DuPont is providing. This additional payment of \$21,618.30 is intended to compensate Owner for all other potential Imprelis &-related claims against DuPont that may exist, including but not limited to any claims for loss of aesthetic enjoyment, loss of use; loss in property value; or claimed damage to other trees, shrubs, grasses, or other plants.

DUPONT LIMITED WARRANTY

DuPont warrants against any damage to any tree on Owner's property (including replacement trees) caused by Imprelis & until December 31, 2013, or in the case of replacement trees, until a date two years after the date of planting. In the event that the Owner's property is sold, this limited warranty transfers with the property to the new owner. If Owner believes that a tree covered by this warranty has experienced damage caused by Imprelis &, it shall promptly inform DuPont by sending a letter detailing such damage and the reason Owner believes it is caused by Imprelis & to:

DuPont Imprelis & Claims Resolution Process c/o Epiq Systems 757 Third Avenue, 3rd Floor New York, NY 10017

This warranty does not apply to trees recommended to receive tree care for which Owner has failed to provide appropriate care.

RELEASE AND NOTICE

As consideration for the above, Owner agrees to forever release, acquit, and discharge DuPont, any third-party individuals or entities that applied or arranged for the application of Imprelis® on

Owner's property, and any Imprelis® distributors: and all of their respective principals, agents, officers, directors, stockholders, owners, partners, employees, attorneys, sureties, insurers, successors, predecessors, assigns, and all affiliated corporations and entities, including their sureties, insurers, and attorneys, and each of them (collectively, the "Released Parties") from any and all liabilities, actual and potential claims, demands, and causes of action, of whatever nature, whether known or unknown, foreseen or unforeseen, asserted or unasserted, that exist between or among Owner and any Released Party or Parties as related to Imprelis® or the application of Imprelis® to the Owner's property, this Amended Agreement, including Addendum A, and the events surrounding its negotiation and execution, including but not limited to claims for fraud and fraudulent inducement. This release does not include claims made under the DuPont Limited Warranty.

Owner and DuPont agree that no medical claim has been made or released by Owner that would implicate the Medicare Secondary Payer Act or the Medicare, Medicaid, and SCHIP Extension Act of 2007.

In executing this release, Owner understands and acknowledges that it may discover facts (including but not limited to facts about Imprelis® or DuPont) or damages, or incur damages that were unknown or unanticipated at the time this Amended Agreement, and Addendum A, were signed. Even so, Owner expressly, knowingly, and voluntarily agrees that Owner's decision to enter into this Amended Agreement, and Addendum A, is made with regard to such possible future discoveries, and the Amended Agreement cannot be reopened in light of any such future discoveries.

NOTICE: DuPont advises Owner that other property owners have filed lawsuits against DuPont, including those seeking to certify class actions of which Owner may be a putative member. These lawsuits allege, among other things, that DuPont failed adequately to test Imprelis® before releasing it to the market and failed to include appropriate warnings about the harm that Imprelis® could cause to non-target vegetation. Plaintiffs in these lawsuits seek compensatory damages, statutory damages, punitive damages, and other types of relief that may be greater than that available in this claims process.

Many of those lawsuits have been consolidated in In re Imprelis Herbicide Marketing, Sales Practices and Products Liability Litigation, Case No. 2:11-md-02284-GP in the U.S. District Court for the Eastern District of Pennsylvania. The Court has appointed the following counsel for Plaintiffs:

Liaison Counsel

 Robert Kitchenoff of WEINSTEIN KITCHENOFF & ASHER LLC, 1845 Walnut Street, Suite 1100, Philadelphia, Pennsylvania 19103, (215) 545-7200.

Co-Lead Counsel

 Richard J. Arsenault of NEBLETT, BEARD & ARSENAULT, 2220 Bonaventure Court, P.O. Box 1190, Alexandria, Louisiana 71301, (800) 256-1050;

Adam J. Levitt of WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLC, 55
 West Monroe Street, Suite 1111, Chicago, Illinois 60603, (312) 984-0000;

- Hollis L. Salzman of LABATON SUCHAROW LLP, 140 Broadway, New York, New York 10005, (212) 907-0700; and
- Jonathan D. Selbin of LIEFF CABRASER HEIMANN & BERNSTEIN, LLP, 250 Hudson Street, 8th Floor, New York, New York 10013, (212) 355-9500.

Copies of any complaints are available on request from DuPont. By signing this release, in exchange for the relief provided by DuPont, Owner is foregoing any right to participate in any of these other actions or to otherwise file suit against DuPont for claims released. OWNER UNDERSTANDS THAT IT HAS THE RIGHT TO SEEK LEGAL COUNSEL OF OWNER'S OWN CHOICE BEFORE SIGNING THIS AMENDED AGREEMENT.

NO ADMISSIONS OR CONCESSIONS

This Amended Agreement, and Addendum A, shall not in any way be construed or deemed to be evidence or an admission or a concession of any fault, liability, fact or amount of damages, or any other matter whatsoever on the part of any party to this Amended Agreement, and Addendum A.

OWNER'S REPRESENTATIONS, COVENANTS, AND WARRANTIES

Owner represents, covenants, and warrants that:

- it has not assigned, transferred, encumbered, or otherwise impaired its rights to settle any claims released by the Amended Agreement, and Addendum A; AND
- it will pay or otherwise resolve all known liens asserted in or arising out of this matter, including any liens asserted by Owner's attorney, insurers or others.

ARBITRATION AGREEMENT

Owner and DuPont agree that any and all claims or disputes of whatever nature between Owner and DuPont and or any Released Party or Parties that arise out of or relate to Owner's claims. Imprelis®, or this Amended Agreement (including but not limited to those relating to the DuPont Limited Warranty, this Amended Agreement, and Addendum A, and the events surrounding its negotiation and execution) in any way must be resolved through mandatory, binding arbitration, rather than litigation in court. This Amended Agreement, and Addendum A, shall be enforced pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 et seq. An arbitrator, not a judge or jury, will decide any dispute. DuPont and Owner hereby specifically waive any right to trial by jury. If any part of this paragraph is found to be unenforceable by any court or arbitrator, then the Amended Agreement, and Addendum A, are invalid.

a) <u>Class Action Waiver</u>. Owner agrees that any and all claims or disputes between it and any Released Party or Parties that arise out of or relate to this Amended Agreement, and Addendum A, (including the DuPont Limited Warranty) in any way will be arbitrated on

an individual basis and that there will be no class or representative actions in arbitration. Owner agrees not to participate in a class or representative action against any Released Party or Parties and agrees to affirmatively opt out of such a class, if the class action asserts claims that would fall within the scope of the Release if they were asserted directly by Owner. Owner and DuPont agree that this class action waiver is an essential part of this Amended Agreement, and Addendum A, and that the class action waiver may not be severed from this Amended Agreement, and Addendum A. If this class action waiver is found to be unenforceable by any court or arbitrator, then the Amended Agreement, and Addendum A, are invalid.

- b) <u>Choice of Arbitrator, Fees and Costs</u>. All arbitrations shall be conducted before the CPR International Institute for Conflict Prevention and Resolution (www.cpradr.org, 1-212-949-6490). The CPR Fast Track Arbitration Rules will apply in any arbitration. Arbitration fees, not including attorney's fees and costs, shall be borne by DuPont.
- <u>Limit on Relief in Arbitration</u>. DuPont and Owner agree that an arbitrator may only award such relief as a court of competent jurisdiction could.

MISCELLANEOUS

Mandatory Disclosures. State and local laws may require that Owner disclose to potential buyers the existence of pending Imprelis® claims, as well as the warranties set forth in the Amended Agreement. Owner may consult with an attorney of its choosing at any time regarding disclosure obligations that may arise during sale of this property.

Choice of Law. This Amended Agreement, and Addendum A, are made and shall be construed, interpreted, enforced, and governed in all respects under the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

Severance. Aside from specific exceptions explicitly noted in the Amended Agreement, and Addendum A, if any provision, or any portion of any provision, of this Amended Agreement, and Addendum A, is held to be illegal, invalid, or contrary to public policy by a court of competent jurisdiction, such provision shall be deemed to be severed and deleted; neither such provision, nor its severance and deletion, shall affect the validity of the remaining provisions of this Amended Agreement or Addendum A.

Integration. This Amended Agreement, and Addendum A, memorializes and constitutes the entire Amended Agreement and understanding between and among DuPont and Owner, and supersedes and replaces all prior negotiations, proposed agreements, and agreements, whether written or unwritten. Owner acknowledges that no Released Party, or any agent or attorney of any Released Party, has made any promise, representation, or warranty whatsoever respecting this Amended Agreement, or Addendum A, and that Owner has not relied on any such promise, representation, or warranty.

Heirs and Successors Bound. This Amended Agreement, and Addendum A, shall be binding

Claim Number: 9000162

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upon and inure to the benefit of DuPont and Owner hereto and their respective heirs, personal representatives, successors and assigns, and any corporation, partnership or other entity into or with which any party hereto may merge, consolidate or reorganize.

DuPont and Owner have fully read and understood the terms and conditions above, and agree to be bound by them.

Signed.

E.I. du Pont de Nemours and Company

Carl A. Malatesta

Manager Claims Resolution

Authorized Property Owner

The Undersigned represents that

If signature is by a trustee, executor, administrator, attorney-in-fact, officer of a corporation or other acting in a fiduciary or representative capacity, it must be so indicated and <u>proper evidence of authority satisfactory to DuPont, must be submitted</u>. A tax identification number <u>must</u> be provided for all non-residential properties, including golf courses, corporations, and companies.

The Property Owner must have a witness present when signing this Amended Agreement. The witness must then sign the signature line below and provide the specified contact information. The Owner must return all pages of the Amended Agreement (including the Tables).

I have full authority to sign	Witness		
Signature	Signature		
Printed Name	Printed Name		
Title (if applicable)	Date		
Business Name (if applicable)	Address		
Social Security or Tax ID No. Required for Payment Purposes	City, State Zip		
Date	Telephone Number		

Claim Number: 9000162

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TABLE 1
TREES RECOMMENDED FOR REMOVAL AND REPLACEMENT

Tree No.	Tree Species	Height (feet)	Removed Tree Value
2	Pine White	24	\$3,000,00
3	Pine White	23	\$3,000.00
5	Pine White	27	\$4,000.00
6	Pine White	28	\$4,000.00
8	Pine White	26	\$3,500.00
9	Pine White	33	\$5,500.00
11	Pine White	26	\$3,500.00
12	Pine White	26	\$3,500.00
13	Spruce Norway	19	\$1,910.00
15	Spruce Norway	18	\$1,120.00
16	Spruce Norway	16	\$1,000.00
18	Pine White	31	\$5,000.00
22	Spruce Norway	34	\$5,500.00
23	Spruce Norway	33	\$5,500.00
27	Spruce Norway	35	\$6,000.00
29	Spruce Norway	27	\$4,000.00
35	Spruce Norway	27	\$4,000.00
36	Spruce Norway	33	\$5,500.00
39	Spruce Norway	27	\$4,000.00
43	Pine White	28	\$4,000.00
45	Pine White	26	\$3,500.00
46	Pine White	28	\$4,000.00
48	Pine White	24	\$3,000.00
49	Pine White	24	\$3,000,00

Claim Number: 9000162

Page 13

TABLE 1 - (Continued)
TREES RECOMMENDED FOR REMOVAL AND REPLACEMENT

Tree No.	Tree Species	Height (feet)	Removed Tree Value \$3,500.00	
50	Pine White	26		
52	Pine White	22	\$2,500.00	
53	Pine White	22	\$2,500.00	
54	Pine White	23	\$3,000.00	
58	Pine White	34	\$5,500.00	
66	Spruce Colorado Blue	24	\$3,000.00	

TABLE 2
TREES RECOMMENDED FOR CARE

Tree No.	Tree Species	Height (feet)	Service Value 5184.00	
1	Pine White	28		
4	Pine White	24	\$300.00	
7	Pine White	26	\$320.00	
10	Pine White	27	\$320.00	
14	Spruce Norway	25	\$320.00	
17	Pine White	34	\$340.00	
19	Pine White	32	\$198.00	
20	Pine White	32	5198.00	
21	Spruce Norway	24	\$174.00	
24	Spruce Norway	34	\$340.00	
25	Spruce Norway	31	\$198.00	
26	Spruce Norway	31	\$198.00	
28	Spruce Norway	32	5198.00	
30	Spruce Norway	33	\$198.00	
31	Spruce Norway	26	\$184.00	

TABLE 2 - (Continued) TREES RECOMMENDED FOR CARE

Tree No.	Tree Species	Height (feet)	Service Value	
32	Spruce Norway	34	\$340.00	
33	Spruce Norway	33	\$198.00	
34	Spruce Norway	27	\$184.00	
37	Spruce Norway	35	\$198.00	
38	Spruce Norway	39	\$360.00	
40	Spruce Norway	36	\$209.00	
41	Pine White	30	\$320.00	
42	Pine White	32	\$198.00	
44	Pine White	32	\$198.00	
47	Pine White	24	\$300.00	
51	Pine White	22	\$300.00	
55	Pine White	26	\$320.00	
56	Pine White	26	\$320.00	
57	Pine White	26	\$320.00	
59	Pine White	32	\$340.00	
60	Pine White	32	\$340.00	
61	Spruce Colorado Blue	18	\$235,00	
62	Spruce Colorado Blue	16	\$136.00	
63	Spruce Colorado Blue	18	\$235.00	
64	Spruce Colorado Blue	16	\$136.00	
65	Spruce Colorado Blue	24	\$300.00	
67	Spruce Colorado Blue	18	\$235,00	

Claim Number: 9000162

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TABLE 3
TREES RECOMMENDED FOR NO ACTION

Tree No.	Tree Species	Height (feet)	
N/A	N/A	N/A	

TABLE 4 VALUE OF COMPENSATION/SERVICES

Category	Service or Payment	Value
Tree Removal	Payment	\$19,200.00
Removed Tree Value	Payment	\$111,030.00
Replacement New Tree Maintenance	Payment	\$4,500.00
Care for Existing Trees	Payment	\$9,392.00
Total Claim Value		\$144,122.00
Additional Compensation 15% of Total Claim Value	Payment	\$21,618.30

TABLE 5
REPLACEMENT VALUE TABLE

l	1' H	2-4' H	5-6' H	7-8' H	9-10' H	11-12' H	13-14' H	15-16' H	17-18' H	19-20' H
	\$30	\$90	\$230	\$360	\$520	\$650	5930	\$1.000	\$1.120	\$1.910

ADDENDUM A

RELEASE REGARDING ELECTION TO REMOVE TREES

The Bullion Britain Property of the State of

	2012 (the "Effective Date") by E.I. du Pont de Nemours and
	any, ("DuPont" or "Released Party") in favor ofa rty owner ("Owner"), for property located at
na sell	(collectively referred to as "the Parties")_
RECI	TALS
1,	Owner had Imprelis® (the "Product") applied to its property during 2011.
2.	Damage to certain species of trees was discovered after Product was applied to Owner's property.
9	Du Beart has that all a status a means to reaches alaines of meanants arrange that Broduct

- DuPont instituted a claims process to resolve claims of property owners that Product caused damage to their trees.
- DuPont has offered to resolve Owner's claim for damage to the trees on its property through an Amended Claim Resolution Agreement ("Amended Agreement").
- 5 A component of DuPont's offer to resolve Owner's claim is for DuPont to pay for and perform the removal of certain damaged trees on Owner's property.
- Owner has advised that it does not want DuPont to remove certain damaged trees from its
 property but would rather receive the funds allocated for removal of the trees in Table 1
 and remove those trees itself.
- Owner has advised that it has the capability to remove the trees in Table 1 of the Amended Agreement itself and that it will abide by DuPont's Removal and Disposal Guidelines, attached hereto as Exhibit "1."
- This Addendum does not in any way after the terms and conditions contained in the Amended Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

RELEASE

As consideration for the above, Owner agrees to forever release, acquit, and discharge DuPont, any third-party individuals or entities that applied or arranged for the application of Imprelis® on Owner's property, and any Imprelis® distributors; and all of their respective principals, agents,

officers, directors, stockholders, owners, partners, employees, attorneys, surefies, insurers, successors, predecessors, assigns, and all affiliated corporations and entities, including their sureties, insurers, and attorneys, and each of them (collectively, the "Released Parties") from any and all liabilities, actual and potential claims, demands, and causes of action, of whatever nature, whether known or unknown, foreseen or unforeseen, asserted or unasserted, that Owner has or may in the future have against any Released Party or Parties as related to Imprelis®, the application of Imprelis® to the Owner's property, the removal of any trees on Owner's property, the disposal of any trees removed from Owner's property, or any resulting damage caused by trees which the Owner will be removing from its own property, this Release and the events surrounding its negotiation and execution, including but not limited to claims for fraud and fraudulent inducement.

In executing this release, Owner understands and acknowledges that it may discover facts (including but not limited to facts about Imprelis® or DuPont) or damages, or incur damages that were unknown or unanticipated at the time this Release was signed. Even so, Owner expressly, knowingly, and voluntarily agrees that Owner's decision to enter into this Release is made with regard to such possible future discoveries, and the Release cannot be reopened in light of any such future discoveries. Owner understands that it has the right to seek legal counsel of Owner's own choice before signing this Amended Agreement.

COVENANTS

- Agreement By Owner To Remove and Dispose of Trees in Compliance with DuPont's
 <u>Tree Removal and Disposal Guidelines</u>: Owner warrants that it will comply with
 DuPont's Tree Removal and Disposal Guidelines, attached hereto as Exhibit "1" and
 incorporated herein by this reference.
- 2. <u>Liability and Indemnity</u>: Owner shall indemnify, defend and hold harmless DuPont, its directors, officers, employees agents and affiliates, from and against any and all losses, claims, obligations, liabilities, penalties, causes of actions, costs and expenses including, without limitation, orders, judgments, fines, and amounts paid in settlement, including reasonable attorneys' fees and expenses, arising directly out of claims or litigation against DuPont and arising specifically from Owner's failure to properly remove or dispose of any trees in compliance with DuPont's Tree Removal And Disposal Guidelines set forth in Exhibit "1" or as a result of any other damages caused by the removal or disposal of the trees set forth in Table 1.
- 3. Express Waiver of Future Claims: Owner hereby acknowledges that there is a risk that, subsequent to the execution of this Release, Owner may incur, suffer or sustain injuries, losses, damages, costs, attorneys' fees, expenses, or any of these, which are in some way caused by and/or connected with the matters referred to in this Release, or which are unknown or unanticipated at the time this Release is executed, or which are not presently capable of being ascertained. Owner acknowledges that there is a risk that such damages as are presently known may become more serious than Owner now expects or anticipates. Nevertheless, Owner expressly acknowledges that this Release has been negotiated and agreed upon in light of those realizations, and they thereby expressly waive all rights they

may have in such unsuspected claims.

DuPont and Owner have fully read and understood the terms and conditions above, and set forth in Exhibit "1" attached hereto, and agree to be bound by them.

IN WITNESS WHEREOF, the Parties have executed this Release as of the Effective Date.

Signed,

E.I. du Pont de Nemours and Company

Carl A. Malatesta

Manager Claims Resolution

The Undersigned represents that I have full authority to sign

Signature	
Printed Name	
Title (if applicable)	
Business Name (if applicable)	
Date	

EXHIBIT "1" TO ADDENDUM A

DUPONT TREE REMOVAL AND DISPOSAL GUIDELINES

- Owner will completely remove the Trees set forth in Table 1 of the Amended Agreement from Owner's property, including any associated roots, leaves, needles, soil, turf, or other waste.
- No tree debris will be left on site.
- Owner shall dispose of removed trees and any associated roots, leaves, needles, soil, turf, or other waste in a safe and environmentally sound manner in accordance with applicable laws and the specifications set forth herein.
- Under no circumstances should any tree material be used for mulch or compost or disposed of in facilities that would turn it into compost or mulch (e.g. recycling).
- Trees that are removed may be used for lumber, firewood, or to fuel various wood burning processes if such usage is otherwise consistent with state, regional, and local regulations. Open burning is also an alternative if approved under local regulations.
- If not landfilled, excavated soil should be disposed of in locations where it will not
 impact any other plantings through direct application or runoff. Excavated soil may
 be used on site as long as it is applied well away from desirable plant root zones.
- 7. All documentation concerning removal and disposal of trees must be maintained by Owner for a period of 2 (two) years. Documentation includes all invoices, documents showing change of custody of material, receipts for cost of disposal, as well as photographic images showing the disposal process and/or method.

I declare under penalty of perjury that I will abide by the requirements set forth in these Guidelines with regard to removal and disposal of the trees identified in Table 1 of the Amended Agreement.

The Undersigned represents that I have full authority to sign	
Signature	
Printed Name	
Title (if applicable)	

Claim Number:	9000162
	Page 20

Business	Name (i	f applica	ble)	
Date				

IMPRELIS® Claim Form for Golf Courses

This Imprelis® Claim Form must be completed and postmarked no later



0009000162



The Property	Location	ID is:	

Golf Course Name:	Eagle Crest Golf C	lub	
Address:	1275 S HURON ST.		YPSILANTI
Address Line 2:	2-13-13-13-13-13-13-13-13-13-13-13-13-13-		MI 48197
Contact First Name:	Todd	Phone Number:	(934) 395-8571
Contact Last Name:	GENSKE	Email Address:	N========
Mailing address, if diff	ferent from above;		*
Address:		City:	
Address Line 2:		State, Zip Code:	
have confirmed that the	property owner has not retained a	lawyer related to this o	laim: Yes
	property owner has not retained a		
B. IF AN INSURANC			
B. IF AN INSURANCE Insurance Company:		O, PROVIDE INFO	RMATION BELOW:
B. IF AN INSURANCE Insurance Company: Last Name:	CE CLAIM HAS BEEN FILED	Address Line 2:	RMATION BELOW:
	CE CLAIM HAS BEEN FILED	Address Line 2:	RMATION BELOW:
B. IF AN INSURANCE Insurance Company: Last Name: First Name:	CE CLAIM HAS BEEN FILED	Address Line 2: City: State, Zip Code:	RMATION BELOW:

FILED / RECEIVED

OCT 03 2011

EPIQ SYSTEMS

C. TREE DETAIL LISTING

	or White Please Sp	Pine. If	e Species		Trunk		Estimated Proximity of	Is Tree Upslope or Downslope, or	Was the Tree Mulched with	If Tree Removed, Provide the	
Tree Number	Norway Spruce	White Pine	Other (Provide Height (In Inches - For Rat		Rating (0-5 or X)	Tree to Area Treated with Imprelis® (in Feet)*	Both, to Area Treated with Imprells \$2 (Mark U, D or B)*	Clippings from Area Treated with Imprelis®? (Y/N)*	Date and Removal Company Name	Comments	
11		wP		ما2		3	2	D	N		
12		wp		24		Ч	2_	NA	N		
13	N5			19		3	2	N/A	/s		
14	P5			15		2	Ч	MA	Ŋ		
15	NS			18		5	3	N/A	A		
16	NS			16		4	2	A)G	N		
17		W.		34		2	.2	.0 -	N		
18		wil		31		3	3	υ	N		
19		NP		32		T	2	V	Ŋ		
20		MB		32		1	6	NA	N		

^{*}Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

	or Whit	e Pine. If	ray Spruce Neither, ee Species olumn		Trunk		Estimated Proximity of	Is Tree <u>Upslope</u> or <u>D</u> ownslope, or	Was the Tree Mulched with	If Tree Removed, Provide the	
Tree Number	Norway Spruce	White Pine	Other (Provide Tree Species)	Height (in Feet)	Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Tree to Area Treated with Imprelis® (in Feet)*	Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Clippings from Area Treated with imprelis®? (Y/N)*	Date and Removal Company Name	Comments
2(N5			24		1	6	J	N		
22	NS			34		4	3	9			
23	129			33		3	4				1.0
24	NS			34		2	3				
25	NS			31		T	8	\			
24	N 5			3(t	4				
27	115			35		3	5				
28	25			32		Ĩ	4				
29	H5			27		3	5				
30	NS			33		1	:2	1	V		

^{*}Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown,"

	or White Please Sp	e Pine. If	ray Spruce Neither, se Species olumn		Trunk		Estimated Proximity of	Is Tree <u>Upslope</u> or <u>Downslope</u> , or	Was the Tree Mulched with	If Tree Removed, Provide the	
Tree Number	Norway Spruce	White Pine	Other (Provide Tree Species)	Height (in Feet)	Circumference (in Inches – For Deciduous Trees Only)	Rating (0-5 or X)	Tree to Area Treated with Imprelis® (in Feet)*	Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Clippings from Area Treated with Imprelis@? (Y/N)*	Date and Removal Company Name	Comments
3/	NS			2ç		Ĩ	Ģ	N/A	Ν		
32	NS			34		2	В	U	P		
33	149			33		I	12	υ	N		
34	NS			27		Α.	9	U	N		
35	U5			27		4	3	NA	N		
36	NS			33		3	4	7	N		
37	p5			35		T.	6	D	μ		2
38	NS			39		2_	8	NA	N		
3 P	NS			27		3	6	P	۵		
40	NS			36		1	7	U	N		

[&]quot;Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer indicate "unknown."

	or White Please St	e Pine. If	ay Spruce Neither, ee Species olumn		Trunk		Estimated Preximity of	Is Tree U			ne Tree	If Tree Removed, Provide the		
Tree Number	Norway Spruce	White Pine	Other (Provide Tree Species)	Height (in Feet)	Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Tree to Area Treated with Imprelis® (in Feet)*	Both, t Treate Impre (Mark U,	o Area d with dis@?	Clippin Area I with Im	ngs from Freated prelis@? N)*	Date and Removal Company Name	Comments	Comments
14		wp		30		2	ı	9	7	Å)			
42		NP		32		U	2	1						
43		208		28		4	1			ē				
44		WP		32		1	3							
45		wP		26		4	1							
46		Mb		28		4	2							
47		100		24		2	t							
48		the		20		4	2							
49		9 ني		24		3	1							
50		MP.		26		3	I		I.	3	V			

^{*}Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

C. TREE DETAIL LISTING

	or White Please St	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Trunk		Estimated Proximity of	Is Tree <u>U</u> pslope or <u>D</u> ownslope, or	Was the Tree Mulched with	If Tree Removed, Provide the	
Tree Number	Norway Spruce	White Pine	Other (Provide Tree Species)	Height (in Feet)	Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Tree to Area Treated with Imprelis® (in Feet)*	Both, to Area Treated with Imprells®? (Mark U, D or B)*	Clippings from Area Treated with Imprelis®? (Y/N)*	Date and Removal Company Name	Comments
57		ωP		12		2_	2	D	N	1	
52		wp		22_		3	2	P	ρ		
53		NP		22		3	2	D	N.		
54		wp		23		3	2	D	N		
55		WP		26		2	3	7	N		
56		w		26		.2	4	D	N		
57		wf		26		2	3	N/A	N		
58		WP		34		3	4	N/A	N		
59		wP		32		2	3	N/A	N		
60		we		32		2	4	N/A	G		

^{*}Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

C. TREE DETAIL LISTING

Page 7 of 1

	or Whit Please S	e Pine. If	Neither, ee Species				Estimated Proximity of	Is Tree Upslope or Downslope, or	Was the Tree Mulched with	If Tree Removed, Provide the	
Tree Number	Norway Spruce	White Pine	Other (Provide Tree Species)	Height (In Feet)		Rating (0-5 or X)	Tree to Area Treated with Imprelis® (in Feet)*	Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Clippings from Area Treated with Imprelis8? (Y/N)*	Date and Removal Company Name	Comments
61	×		SPILOZ SPILOZ	18		٤_	5	N/A	2		- Compression
62			COLORAGO BLUE SALVE	16		1	5	NA	N		
63			GOLORESS BENZ Stance	18		2	(p	NA	N		
124			Seaucy	10		1	ما	NA	N		
65			Corotos)	24		2	6	J J	N		
66			COLDRAGO BLUL SPRUCE	24		3	8	9	λ		
67			COLDEAGL BUUT BANGE	18		2	7	D	N		
					namested that Dulkani						

^{*}Note: The U.S. Environmental Protection Agency has requested that DuPout ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

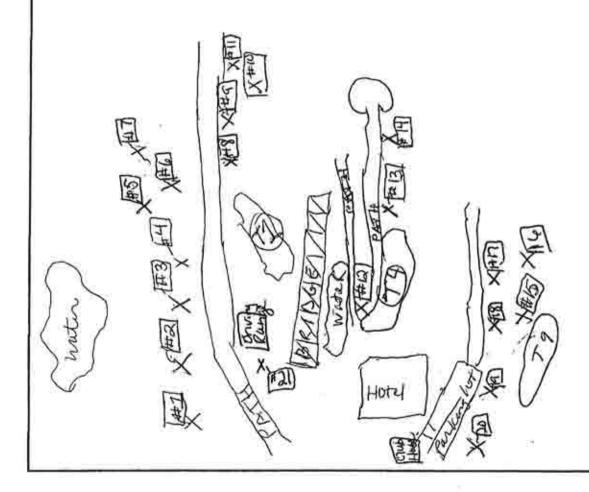
Py 1 # 3

Site Map

Note: Number each tree on map to match Tree Number on Tree Detail Listing.

To orient map, enter North





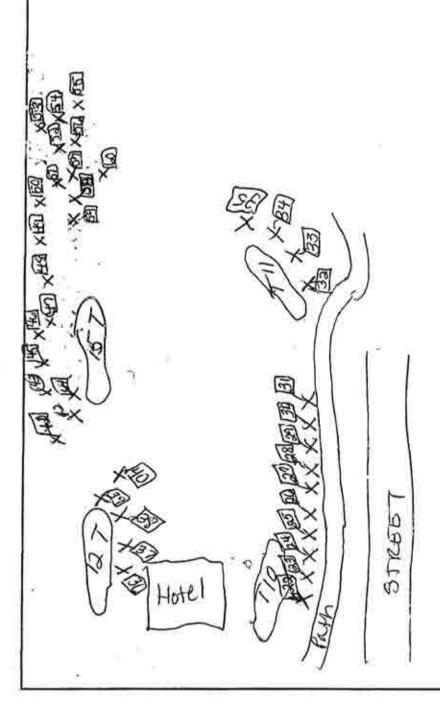
Site Map

Property Location ID:

B243.

To orient map, enter North





Note: Number each tree on map to match Tree Number on Tree Detail Listing.

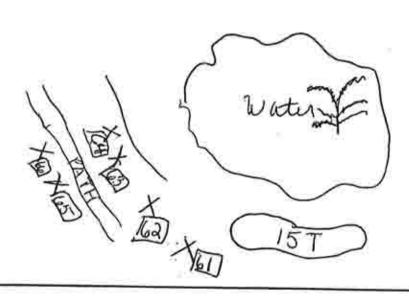
Site Map

Note: Number each tree on map to match Tree Number on Tree Detail Listing.

To orient map, enter North







E. EPA QUESTIONNAIRE:
Property Location ID:
The U.S. Environmental Protection Agency (EPA) has requested that DuPont ask the following questions about this property and trees on this property. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."
1. When were adverse impacts attributed to Imprelis® first noticed on this property? Date: June 15, 2011
2. How many applications of Imprelis® occurred on this property before adverse impacts were reported?
 Did irrigation occur on this property after the application of Imprelis®?
a. If yes, what is the approximate number of gallons of water applied? Unknown
b. If yes, did the irrigation water come from a recovery reservoir or pond? ☐ Yes ☑ No ☐ Unknown
4. Have you conducted any testing for Imprelis® in soil on this property? ☐ Yes ☑ No ☐ Unknown
a. If yes, were any Imprelis® residues detected? ☐ Yes ☐ No ☐ Unknown
5. Have you conducted any testing for Imprelis® in plant tissue collected from this property? Yes No Unknown
a. If yes, were any Imprelis® residues detected? ☐ Yes ☐ No ☐ Unknown
F. DECLARATION:
Golf Course Professional - I certify that (a) the information I have provided for this Claim Form is true and orrect to the best of my knowledge, information and belief, and (b) Imprelis® was applied during 2011 to the roperty detailed on this Claim Form.
Date: 9/30/11
Name (please print): TODD GENSKE
Signature:
Title: GCS.

, f. 8 a

G. DUPONT REPRESENTATIVE AND GOLF COURSE CONSENT FORM:

Property Location ID:

DuPont Representative - I agree to collect accurate information and documentation relating to trees at the above property location, as authorized, and to provide such information and documentation to DuPont for the purpose of assessing property owner's claims relating to trees believed to have been impacted as a result of an Imprelis® herbicide application. I will only enter onto property owner's land at mutually agreed upon time(s).

Name (please print): Linda Sumpter
Signature: Juda Sumpter

Golf Course Professional – I authorize the DuPont representative to collect information relating to trees at the above property location, including details about and photographs of those trees, and to provide such documentation for purposes of assessing any claim relating to trees believed to have been impacted as a result of an Imprelis⊗ herbicide application. I will provide the DuPont representative with authorization to access my property for purposes of gathering this information at mutually agreed upon time(s). I understand that collection and provision of this information to DuPont may directly affect the resolution of my claims through DuPont's claims process.

Note: To receive the benefits set forth in the reimbursement plan for your property, you will be required to sign a release that waives your right to file or participate in any lawsuit related to Imprelis®. By signing this Claim Form, however, you are not waiving any rights; you are only permitting DuPont to assess your property and offer you a remediation plan. You may seek the advice of counsel of your choosing at any time during this process.

Date: 9 30 11

Name (please print): TODD GENSKE

Signature: Control of Contro

ATTORNEY REPORT

GENERAL LEGAL UPDATE

CHARTER TOWNSHIP OF YPSILANTI 2013 BUDGET AMENDMENT #5

March 25, 2013

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

Total Increase \$261,000.00

Increase budget line item stated below for road improvement agreement for Nancy Park Subdivision (streets listed in agreement) estimated project cost of \$261,000 with an estimated reimbursement from CDBG grant program of \$133,000. To be funded by CDBG Grant of \$133,000 and \$128,000 will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues: CDBG Grant 212-000-000-531.000 \$133,000.00

Prior Year Fund Balance 212-000-000-699.000 \$128,000.00

Net Revenues \$261,000.00

Expenditures: Highway & ST-Road Construction 212-970-000-818.022 \$261,000.00

Net Expenditures \$261,000.00

Motion to Amend the 2013 Budget (#5):

Move to increase the Bike, Sidewalk, Rec Road, GF Fund budget by \$261,000 to \$3,556,964 and approve the department line item changes as outlined.



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.

	FFICIAL USE ONLY
Local Governing Bod	y:
Date Received:	
Application No:	
State:	**************************************
Date Received:	
Application No:	
- ippiroution res.	

0			APPROVED BY LOCAL GO R TO BE EFFECTIVE FOR T		
	nformation: (s) of Applicant:	Butzin	Michael First		(c) Initial
(If more t	han two see #15)	Butzin	Susan		A
Marital st		Last al men listed on applica Single	First tion, if more than one, indica	le stalus after e	Initial ach name:
2. Mailing		a Buntay K	d Upsi/secti	State	48/97 Zip Code
3. Teleph	one Number: (Are				2.0
4. Alterna	tive Telephone No	imber (cell, work, etc.):	(Area Code) (234)		
5, E-mail	address:				
l. Property I 6. County	Location (Can be	aken from the Deed/Lar	nd Contract) 7. Township, City or Village	Unsila	nti
		Town No7		1/3	
11. Is the If "Yes 12. Does	are a tax lien agair ", please explain of the applicant own	nst the land described at ircumstances: the mineral rights?	Yes No	ete tax descript	ion of property.
Indica		leasing rights if other th	leased? Yes No an the applicant:		
13. Is land some	d cited in the appli	cation subject to a lease gricultural purposes:	e agreement (other than for n Yes 🔀 No If "Yes", indicate		
14, Is land Name	d being purchased :		Yes No: If "Yes", Indicate	vendor (sellers):
Addre		ST 7			
vend	361 of the Natura lor (sellers) must a		City nmental Protection Act, 1994 ited in the application to be e s must sign).		
		(s): I, the undersigned, u Open Space Preservati	inderstand and agree to pern on Program,	nit the land cite	d in this application
Date			Signature of Land	Contract Vendo	r(s) (Seller)

	the applicant is one of the to			emplete the following information (if
	2 or more persons having. Corporation Estate	a joint or common interestLimited LiabilitTrust		Partnership Association
If appl Treasu	icable, list the following: Individurer; or Trustee(s); or Members	ual Names if more than 2 ; or Partners; or Estate Re	Persons; or President epresentative(s):	Vice President, Secretary,
Name			Title	9:
Name:			Title	e:
Name:			Title);
Name:			Title	3;
	(Add	itional names may be atta	ched on a separate sh	eet.)
	Land Eligibility Qualifications: C	heck one and fill out corre	ct section(s)	
-	a. 40 acres or more —	➤ complete only	Section 16 (a thru g)	
	b. 5 acres or more but le	ess than 40 acres	complete or	ly Sections 16 and 17; or
	c. a specialty farm —	complete on	ly Sections 16 and 18	3
16.	a. Type of agricultural enterpri	and the same		
Ī	b. Total number of acres on th			
			in above): 75.88	
9	d. Acreage in cultivation: 🎉	09		
	e. Acreage in cleared, fenced, f. All other acres (swamp, woo		ested grassland:	
	g. Indicate any structures on the	PORT PRODUCT	one building, indicate t	he number of buildings):
٨	No. of Buildings O	Residence:	Barn:	Tool Shed:
				lity:
F	Poultry House: Other: (Indicate)	Milking Parlor:	Mill	House:
	. To qualify as agricultural land average gross annual income	of 5 acres or more but les of \$200.00 per acre from ross annual income per ac	s than 40 acres, the la the sale of agricultura cre of cleared and tillal	I products. ble land during 2 of the last 3 years
\$		total acres of tillabl	= \$	(per acre)
	total income	total acres of tillabl	e land	77. 7. 7
18.		oduce a gross annual incor ge gross annual Income di gricultural products; \$	me from an agricultura uring 2 of the last 3 ye	===

19. What is the number of years you wish the agreement	to run? (Minimum 10 years, maximum 90 years): 20 ve
V. Signature(s): 20. The undersigned declare that this application, includir examined by them and to the best of their knowledge	ng any accompanying informational material, has been
Mahad W. B. K	on the control of the
(Signature of Applicant)	(Corporate Name, If Applicable)
Sugar a Buttern	
(Co-owner, If Applicable)	(Signature of Corporate Officer)
2-20-2013	
(Date)	(Title)
ALL APPLICATIONS MUST BE APPRO ON OR BEFORE NOVEMBER 1 IN ORDER TO B	
RESERVED FOR LOCAL GOVERNMENT USE:	CLERK PLEASE COMPLETE SECTIONS & II
I. Date Application Received: 02-20-2013 (Not	e: Local Governing Body has 45 days to take action)
	inter Township of Upsilanti
	☐ County ☑ Township ☐ City ☐ Village
This application is approved, rejected	Date of approval or rejection:
(If rejected, please attach statement from Local Governi	HELDAY CANAC YEAR THOS YELDAY ON YOU PERSONNEL SAFE
Clerk's Signature:	. 19 등 1 전 2 전 4 전 1 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Service Control of the Control of th	rrent fair market value of the real property in this application
TOTAL NAME OF THE PARTY OF THE	
Please verify the following: Upon filing an application, clerk issues receipt to the	e landowner indicating date received
X Clerk notifies reviewing agencies by forwarding a c	20 (2024-2021)
	to respond before local governing body can proceed.
	days stating reason for rejection and the original applicatio
지자 자기에 되었다. 남자들은 경기 회의 사람이 생생들이 하면 하는 생활이 하는데 하는데 하는데 하는데 되었다. 나를 하는데 하는데 그렇지 않는데 그렇게 그렇지 않는데 그렇게	plicant then has 30 days to appeal to State Agency.
letters of review/comment from reviewing agencies	oplication, all supportive materials/attachments, and
MDA-Farmland and Open Space Program, PO E	
	ions and/or send additional attachments in separate
mailings without first contacting the Farmland	
Please verify the following regarding Reviewing	Before forwarding to State Agency,
Agencies (sending a copy to reviewing agencies is	FINAL APPLICATION SHOULD INCLUDE:
required);	X Copy of Deed or Land Contract (most recent -
COPY SENT TO:	showing current ownership)
County or Regional Planning Commission	X Copy of most recent Tax Bill (must include tax _
Conservation District	description of property)
Township (if county has zoning authority)	X Map of Farm
City (if land is within 3 miles of city boundary)	Copy of most recent appraisal record
Village (if land is within 1 mile of village boundary)	Copy of letters from review agencies (if available)
	Any other applicable documents

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 4 Township Upsilante T. 35 R. 9E Section 34 North <u>հայ իուվարիականի արարականի արարականի արարականի արարականի արականություն անձականի անձականի անձականի անձականի անձա</u> 34

WARRANTY DEED

(Unplatted Land)

Drafted By: Howard Fingeroot, DPG - Malik LLC 28800 Orchard Lake Rd, Sulte 200 Farmington Hills, MI 48334

Return To: Michael W. Butzin 7672 Bunton Road Ypsllanti, MI 48197 Send Tax Bills To: Michael W. Butzin 7672 Bunton Road Ypsllanti, MI 48197

Recording Fee: \$21.00

State Transfer Tax:

\$SEE RETVA

Tax Parcel No.: K -11-34-200-002

File Number: 612295

County Transfer Tax: **\$SEE RETVA**

Know All Persons by These Presents: That DPG - Malik LLC, a Michigan limited liability company whose address is 28800 Orchard Lake Rd, Suite 200, Farmington Hills, MI 48334

Convey(s) and Warrant(s) to Michael W. Butzin and Susan A. Butzin, husband and wife whose address is 7672 Bunton Road, Ypsilanti, MI 48197

the following described premises situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan, to wit:

(SEE ATTACHED EXHIBIT A)

More commonly known as: Martz Road, Ypsilanti, MI

Sales Price: \$ 1.00 One and 00/100 Dollar (See Real Estate Valuation Affidavit Filed)

Subject To:

Existing building and use restrictions, easements of record, and zoning ordinances, if any.

If the property conveyed is unplatted, the following applies:



The grantor grants to the grantee the right to make _____ division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967. (If no number is inserted, the right to make divisions stays with the portion of the parent tract retained by the grantor; if all of the parent tract is conveyed, then all division rights are granted.) This property may be located within the vicinity of farmiand or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

(Attached to and becoming a part of Warranty Deed dated: January 18, 2013 between DPG - Malik LLC, a Michigan limited liability company, as Seller(s) and Michael W. Butzin and Susan A. Butzin, husband and wife, as Purchaser(s).)

Dated this January 18, 2013.

Seller(s):

DPG - Mallk LLC, a Michigan limited liability company

By: Diversified Property Group, LLC, a Delaware limited liability company its: Member

By: Howard Fingeroot, Manager

State of Michigan
County of DAKLAND

PAUL D. FELDMAN
Notary Public, State of Michigan
County of Cakkand
My Commission Express Jun. 92, 2018
Acting in the County of

The foregoing instrument was acknowledged before me this January 18, 2013 by Howard Fingeroot, Manager for Diversified Property Group, LLC, a Delaware limited liability company, Membe for DPG - Malik LLC, a Michigan limited liability company.

Notary Public: Notary County/State: / County Acting In: Commission Expires: (Attached to and becoming a part of Warranty Deed dated: January 18, 2013 between DPG - Malik LLC, a Michigan limited liability company, as Seller(s) and Michael W. Butzin and Susan A. Butzin, husband and wife, as Purchaser(s).)

EXHIBIT A

Land situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan, described as follows:

The West 1/2 of the Northwest 1/4, except 14 acres in the Southwest corner, said 14 acres described as beginning at the West 1/4 post of section, thence East 1227.56 feet in the East and West 1/4 line, thence Northwesterly to a point on the West line of section; thence South 1024.18 feet in the West line of section to the point of beginning; all of said land being located in Section 34, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan.

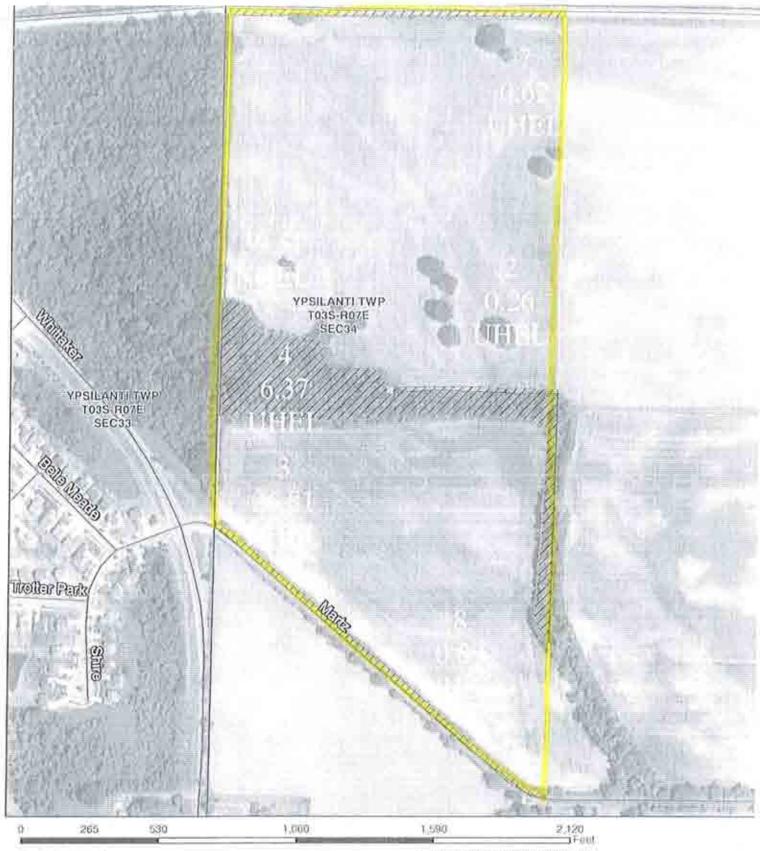
Also described as:

A part of the Northwest corner of Section 34, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, more particularly described as: Beginning at the Northwest corner of said Section 34, thence North 89 degrees 04 minutes 05 seconds East, 1318.44 feet along the North line of Section 34, (Merritt Road); thence South 00 degrees 47 minutes 03 seconds East 2976.26 feet to a point on the East-West 1/4 line of Section 34 as monumented, thence South 88 degrees 29 minutes 32 seconds West, 89.16 feet along said East-West 1/4 line (Martz Road) to the point of Intersection of a curve in Martz Road, thence North 51 degrees 22 minutes 17 seconds West 1594.11 feet along Martz Road to a point on the West line of said Section 34, thence North 00 degrees 42 minutes 59 seconds West, 1961.87 feet along said West line to the point of beginning. Except that portion of subject property lying within the following legal description deeded to Washtenaw County Road Commission by quit claim deed recorded in Liber 4408, page 835 described as:

Commencing at the Northwest corner of Section 34, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, thence North 89 degrees 05 minutes 43 seconds East 1199.16 feet along the North line of said Section 34 and the centerline of Merritt Road (66.00 feet wide) for a PLACE OF BEGINNING; thence continuing North 89 degrees 05 minutes 43 seconds East 350.00 feet along said North line and said centerline; thence South 00 degrees 45 minutes 44 seconds East 60.00 feet; thence South 89 degrees 05 minutes 43 seconds West 350.00 feet; thence North 00 degrees 45 minutes 44 seconds West 60.00 feet to the Place of Beginning, being part of the Northwest 1/4 of said Section 34.

Tax Item No. K-11-34-200-002

Tax Parcel Number: K -11-34-200-002





Farm: 10241 Tract: 12850 Washtenaw Co. FSA 7203 Jackson Rd. Ann Arbor, MI 48103 734-761-8789

USDA PROGRAM PURPOSES ONLY

COMMON LAND UNIT FIELD

Wetland Determination Identifiers

(i) Trostrictmi Use

Limited Respictions

Exempt from Conservation Compliance Provisions

HEL = Highly Erodible Land

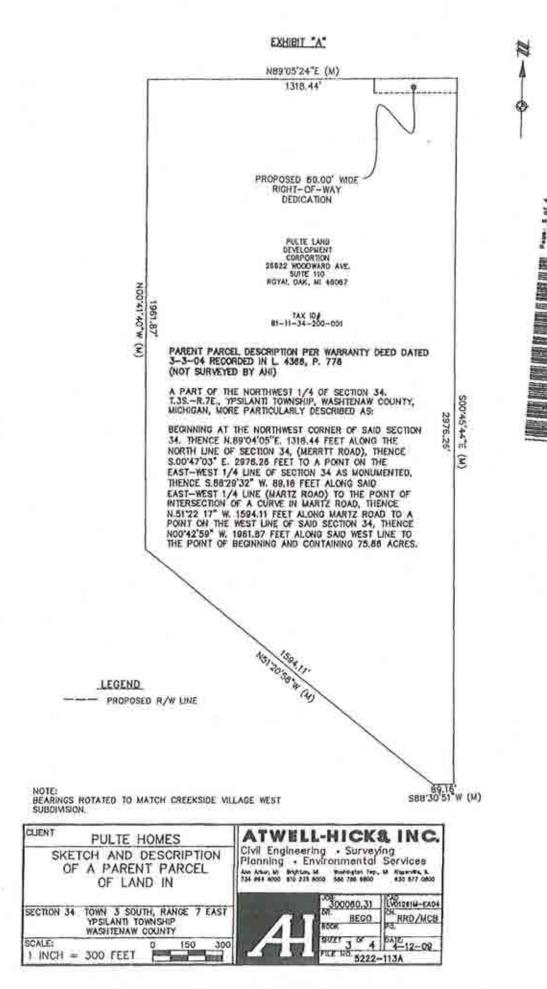
NHEL - Not Highly Erodible Land

UHEL = Undetermined HEL Janu

January 22, 2013

Disclaimer, Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA 026 and anador) for exact weithout boundaries and determinations, or connect NRCS.





PROPERTY TAX INFORMATION

Detailed Tax Information

Ypsilanti Township

Parcel: K -11-94-200-062

[Back to Non-Frinter Priordly Version] [Send To Printer]

Property Address [collipse]

MARTZ RD
VPSILANTI, NI 48197

Owner Information [collepse]

DEG - MALION LEC Unit: 11
28500 ORCHARD LAKE ROAD STE 200
EARNINGTON, M 49334

Texpayer Information [collapse]
SEE OWNER INFORMATION

Legal Information for K-11-34-200-002

[collipse]

COMM AT THE NW CORNER OF SEC 34 TH N 89-4-5 E 1199.16 FT, TH S 00-45-44 W-80 FT, TH N 89-4-5 E 119.28 FT, TH S 00-47-3 E 2916.26 FT, TH S 88-30-51 W-89.16 FT, TH N 51-22-17 W-1594.11 FT, TH N 00-42-59 W-1961.87 CONTAINING 75.70 + /- AC T3S R7E



Enter Future Interest Date:

11/29/2012

33

Re-Calculate

* 'Note: On March 1 at 01:00, local twise become ireligible for payment at the local unit. The total due drown for prior year taxes is as of the annual cettlement date with the County for that particular tax year and does not reflect any payments, fees, or interest account that may have convincit after the settlement date. For updated tax information, places check with the local County.

Use the +/- button to expand and collapse the Tax Detail Information.

Year / Season	Total Amt	Total Paid	Last Paid	Total Due	
J 2012, Winter	\$2,920.55	\$0.00		\$2,920.56	
3 2012, Summer	\$8,831.49	\$8,831,49	09/14/2012	\$0.00	
19 2011, Whiter	\$2,881.94	\$0,00		\$2,881.91	**Read Note Above
D 2011, Summer	\$9,373.23	\$0.00		\$9,373.23	**Read Note Above
± 2010, Writer	\$6,029.23	\$0.00		\$6,029.23	**Read Note Above
1 2010, Summer	\$18,646.25	\$0.00		\$18,646.26	* 'Read Note Above
1J 2009, Writer	\$8,220.64	\$0.00		\$9,220.64	**Read Note Allows
D 2009, Summer	\$27,003.70	\$0.00		\$27,003.70	**Read Note Above
11 2003, Winter	18,693.52	\$0.00		\$8,693.52	**Read Note Above
11 2008, Summer	\$30,688.50	\$0.03		\$30,888,50	**Read Note Amve
1) 2007, Winter	\$9,747,66	\$0.00		\$8,747.66	**Read Note Above

WASHTENAW COUNTY PARCEL REPORT



Washtenaw County Parcel Report

Parcel ID:

Report generated 11/29/2012 9:39:19 AM

K-11-34-200-002

ăso)

Parcel Information

PIN:

K -11-34-200-002

CVT Code:

*

CVT Description:

TOWNSHIP OF YESTLANTI

Schools

B1070, LINCOLN CONSCLIDATED SCHO

Property Class:

402 , RESIDENTIAL VACANT

Property Information

Address:

MARTZ BO

YPERMIT, MI 48197

Owner Information

Owners

DPG - MALKKLLC

Address;

28500 ORCHARD LAKE ROAD STE 200

FARMINGTON, MI 48334

Homestead Information

Homestead Percent:

0.%

Values

Assessed Value: 1

ir sam

SEVI \$ 2,0400

Capped Value: 1 194795

Pared legisly and in blue

Taxable Value: \$ 191796

WARRANTY DEED

AFFICAVIT

Drain Assessment (not incl. drain debts)

Year Drain flamo

American

Sales (last 3 max)

Date	Sale Price	
03/31/2008	0	
03/31/2006	10	

E300800

Tax Description

CONMAT THE NWCORNER OF SEC 34 TH N 89 4 5E 1109 16 FT, TH S 00-45 54 W 60 FT TH N 80-4 5E 119 20 FT, TH S 00-47 3E 2916 26 FT, TH S 89-10-51 W 64 LIGHT, TH N 51-22-17 W 1594 LIGHT, TH N 90-42 39 W 1951 87 CONTOPOLOGY 75 70 + /- AC 136 87 E

03/31/2005

The country and new who destinated for an information of a person of the state of t

EQUALIZATION DATA/LEGAL DESCRIPTION

General Property Information

Ypsilanti Township

Parcel: K -11-94-200-003 Unit: YPSILATTI TOW/YOUR

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

Building sketches may be found under "attachments".

Property Address			(cellips
MARTZ RD YPSILANTI, MI 48197		4	
Owner Information			- Ecollope
DPG - MALICK LLC 28800 ORCHARD LAKE ROAD STE FARMINGTON, MI 48034	E 200	Unitr	11
Taxpayer Information			[callapse
SEE OWNER INFORMATION			
General Information for I	ax Year 2012		(callipse
Property Class; School District:	402 - RESIDERTIAL VACANT 81070 - LINKOLA	Assessed Value:	\$250,400 \$194,796
State Equalized Value: INDEX#	90H00L DISTRICT \$250,400 0	Map # Date of Last Name Chg:	R 034 006 00 05/26/2006
Historical District:	N/A	Date Filed: Notes: Census Block Broup:	N/A N/A
Pdocipal Residence Exemption 2013 2012	June 1st 0.0000 % 0.0000 %	Final	
Previous Year Info	MBDR Assessed	Find S.E.V.	Final Laxable
2011 2010	\$256,200 \$397,000	\$189,675 \$189,675	\$189,675 \$189,675
and Information			[collapse]
Frontage		Deoth	

0.00 Ft

0.00 FL

0.00 Ft.

Average Depth: 0.00 Ft.

Lot It

Lot 21

Lot 3:

Fotal

Frontage: 0.00 Ft

0.00 Ft.

0.00 FL

0.00 Pt

EQUALIZATION DATA/LEGAL DESCRIPTION (Page 2)

Intal Acreage:

75.57

Zonlog Code:

R2 SINGLE FAM

tand Value:

\$500,600

Land Improvements: Renalssance Zone:

20

Mortgage Code: Lot Dimensions/Comments;

NO

Renaissance Zona Expiration

Date:

ECF Neighborhood Code:

00009 - DEVELOPMENTAL CLASSISEC 1:35

Legal Information for K -11-34-200 002

[collapse]

COMM AT THE NW CORNER OF SEC 34 TH H 89:4-5 E 1193.18 FT, TH S 00-45-4-1 W 60 FT, TH N 89-4-5 E 119.29 FT, TH S 00-47-3 E 2916.26 FT, TH S 89-20-51 W 69.16 FT, TH N 51-22-17 W 1894.11 FT, TH N 60-42-29 W 1961.87 CONTAINING 78.70 +/-ACT3S R7E

Sales Information

6 sale recont	(s) found.					
Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page
03/31/2005	\$10.00	WD	PULTE LAND DEVICORP	DPG -MALICK LLC	ARMSLENGTH	4557/491
88/31/2006	10.00	QC .	PULTE LAND DEVELOPMENT CORP	PULTE LAND COMPANY LUC	NOT MARKET SALE	4550/69
00/31/2006	\$1,300,000.00	N=	PUCTE LAND COMPANY	EPG AMEJOK LLC	APPEDIAVET XXXX	
09/26/1993	03.000,000	LC	MALICK, ROBERT & LELANEL G.	DEVICOSP, PULTE LAND	LAND CONTRACT	3746/0738
3 08/26/1998	\$0.00	WD	MALICK, ROBERT G. S. LELAVEL G.	PLATE LAND DEV CORP	PAY OFF OF U.C.	4366/776
Note						
PAYOFF OF 199	31/C					
B661/60/20 E	\$0,00		MALION, ROBERT & LELANEL G.		TRUSTEE'S DEED	3516/0701
Note						

Building Information

O building(s) found.			
Description	Floor Area	Yr Bullt	Est, TCV

^{**}Disclaimer: BStA Softwere provides this Web Site as a way for municipalities to display information unline and is not responsible for the content or accuracy of the data herein. This data is provided for reference and and WITHOUT WARRINGT of any kind, expressed or informed. Please contact your local municipality if you believe there are errors in the data. Privacy Policy

PROPERTY TAX INFORMATION

Detailed Tax Information

Ypsllanti Township

Parcel: K -11-34-200-002

FARMINGTON, ME 48334

[Back to Non-Printal Friendly Version] [Send To Frinter]

Property Address			(cedlapse
MARTZ RD YPSILAFITI, MT 48197			
Owner Information			fcollopse
OPG - MALTON LLC	thette	11	

Taxpayer Information	[collipse]
SEE OWNER INFORMATION	

Legal Information for K -11-34-200-002

Icollipse I

COMM AT THE NW CORNER OF SEC 34 TH M 89-4-5 E 1193.16 FT, TH S 00-45-44 W 60 FT, TH N 89-4-5 E 119.28 FT, TH S 00-47-3 E 2916.26 FT, TH S 88-30-51 W 69.16 FT, TH N 51-22-17 W 1594.11 FT, TH N 00-42-59 W 1961.87 CONTAINING 75.70 +/-AC T3S R7E



Enter Future Interest Date:

11/29/2012

Re-Calculate

* 'Note: On March 1 at 00:03, local loves become neligible for payment at the local unit. The total due shown for prior year taxes a actif the annual cettlement date with the County for that particular car year and does not reflect any payments, fives, or informational that may have occurred after the settlement date. For updated two information, please check with the local County.

Use the +/- button to expand and collapse the Tax Detail Information.

Year / Season	Total Amt	Total Paid	Last Paid	Total Due	
近 2012, Writer	\$2,920.56	\$0.00		\$2,920,56	
1 2012, Summer	\$8,831.49	\$8,831.49	09/14/2012	:\$0.00	
① 2011, Winter	\$2,681.94	\$0.00		\$2,831.94	**Read Note Above
9 2011, Symmer	\$9,373.23	\$0.03		\$9,373.23	**Read Note Allove
到 2010, Winter	\$6,029.23	\$0.00		\$6,029.23	**Read Note Ahous
1 2010, Summer	\$18,646.26	\$0.00		\$18,645.25	**Read Note Above
3) 2009, Writer	\$8,220,64	\$0.00		\$9,220.64	* 'Read Note Alove
J 2009, Summer	\$27,003.70	\$0.00		\$27,003.70	**Read Note / bove
J 2009, Writer	\$8,693.52	\$0.00		\$8,693.52	**Read Note Above
1 2038, Summer	\$30,888.50	\$0.00		\$30,888.50	**Read Note Above
J. 2007, Winter	\$8,747.85	\$0.00		\$9,747.85	* *Read Note Above

Detailed Tax Information

Ypsilanti Township

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

Parcel: K -11-34-200-002

Property Address [collapse]

MARTZ RD

YPSILANTI, MI 48197

Owner Information [collapse]

BUTZIN, MICHAEL & SUSAN Unit: 11
7672 BUNTON RD
YPSILANTI, MI 48197

Taxpayer Information [collapse]

SEE OWNER INFORMATION

Legal Information for K -11-34-200-002

[collapse]

COMM AT THE NW CORNER OF SEC 34 TH N 89-4-5 E 1199.16 FT, TH S 00-45-44 W 60 FT, TH N 89-4-5 E 119.28 FT, TH S 00-47-3 E 2916.26 FT, TH S 88-30-51 W 89.16 FT, TH N 51-22-17 W 1594.11 FT, TH N 00-42-59 W 1961.87 CONTAINING 75.70 +/-AC T3S R7E



Enter Future Interest Date:

3/14/2013

111

Re-Calculate

** Mote: On Murch 1 at 00:00, local taxes become ineligible for payment at the local unit. The total due shown for prior year taxes is as of the annual settlement date with the County for that particular local dues not reflect any payments, fees, or Interest accusal that may have occurred after the settlement date. For updated tax information, please check with the local County.

Lise the +/- button to expand and collapse the Tax Detail Information.

Year / Season	Total Amt	Total Paid	Last Paid	Total Due	
🔁 2012, Winter	\$2,920.56	\$2,920.56	01/24/2013	\$0.00	
± 2012, Summer	\$8,831.49	\$8,831.49	09/14/2012	\$0.00	
± 2011, Winter	\$2,881.94	\$0.00		\$2,881.94	**Read Note Abovo
± 2011, Summer	\$9,373.23	\$0.00		\$9,373.23	**Read Note Above
± 2010, Winter	\$6,029.23	\$0.00		\$6,029.23	**Read Note Above
± 2010, Summer	\$18,646.26	\$0,00		\$18,646.26	** Read Note Above
± 2009, Winter	\$8,220.64	\$0.00		\$8,220.64	**Read Note Above
±1 2009, Summer	\$27,003.70	\$0.00		\$27,003.70	**Read Note Above
±J 2008, Winter	\$8,693.52	\$0.00		\$8,693.52	**Read Note Above
±) 2008, Summer	\$30,888.50	\$0.00		\$30,888.50	**Rend Note Above
±1 2007, Winter	\$8,747.86	\$0.00)	\$8,747.86	**Read Note Abovo



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

March 11, 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 March 7, 2013 meeting, the Board took the following action: Motion by Rentschler to approve the following farmland agreement application:

Michael W. and Susan A. Butzin, 75.88 acres, section 34, 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

Zimbra

nwyrybk@ytown.org

Butzin - PA 116 Application

From: Brett Lenart

Tue, Feb 26, 2013 02:28 PM

<lenartb@ewashtenaw.org>

Subject: Butzin - PA 116 Application

To: 'Nancy Wyrybkowski'

<nwyrybk@ytown.org>

Cc: 'Karen Lovejoy Roe'

<klovejoyroe@ytown.org>

Hello-

I received an application for a PA 116 agreement for the Butzin property. Washtenaw County has no Planning Commission to provide comment on the application. Please contact me if you have any questions.

Brett Lenart

Washtenaw County Office of Community & Economic Development 110 N. Fourth Ave., Suite 300 P.O. Box 8645 Ann Arbor, MI 48107-8645 Phone: (734) 622-9006 Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



Office of Community Standards

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

Memorandum

To: Karen Lovejoy Roe, Township Clerk

From: Joe Lawson, Planning Director

Date: March 18, 2013

Re: Letter of Agreement between Ypsilanti Township and Pulte relating to

Creekside Village East

Please find attached a copy of the draft letters of agreement (LOA) between Ypsilanti Township and Pulte Homes in relation to the on-going developments known as the Creekside Village East. Staff requests the review and approval of the attached Letters of Agreement and authorization for the execution of said agreement by the Township Supervisor and Clerk once deemed in proper form by the Township Attorney.

Project History:

On March 21, 2006, the Board of Trustees granted final site plan approval for the Creekside East development per the request of Pulte Homes. The project consisted of 250 units on 93.47 acres located at the northeast and southeast intersection of Merritt and Tuttle Hill Road.

Though the project was approved in two separate phases, Pulte posted letters of credit for the entire project in the amount of \$5,780,969.00. Since that time, Pulte has completed a number improvements and in turn, the Township has reduced the overall surety to \$615,720.00.

With that in mind, Township staff along with Township legal counsel have had the opportunity to meet with representatives of Pulte and their legal team to discuss the possibility of a full release of the current sureties relating to Phase II of the development with the understanding that when development is ready to proceed in phase II, the developer will then contact the Township to arrange for the posting of the appropriate sureties as deemed appropriate by Township Ordinance and the Township Engineer.

Since 2008, phase I of the project has been under the control and is currently being constructed by S.E. Michigan Land Holdings (Lombardo Homes). With that said, at the request of the developer, sureties relating to Phase I, currently posted by Pulte Homes,

Creekside East LOA March 18, 2013

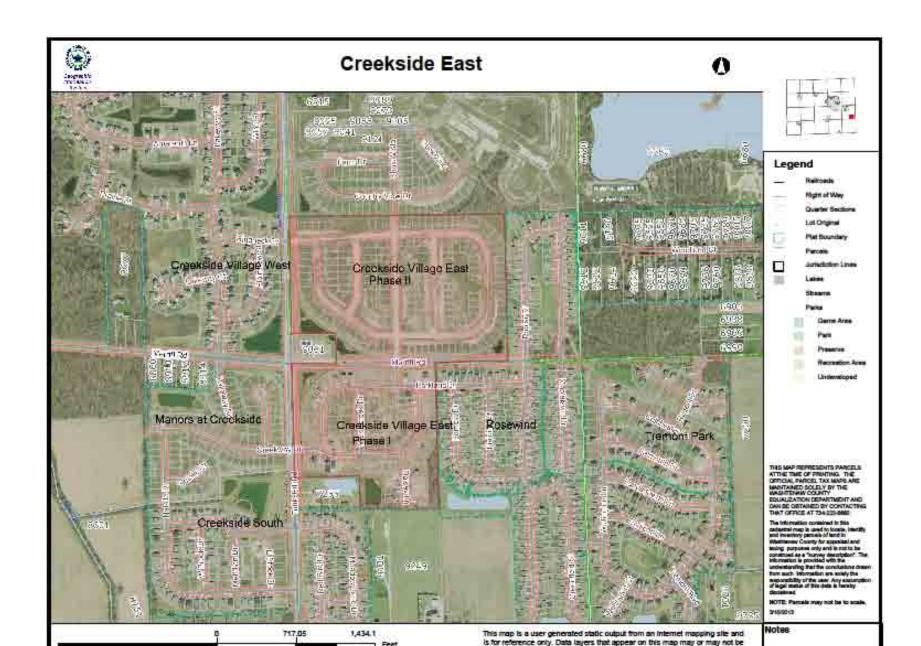
have been reviewed by staff and engineering consultant Matt Parks for any appropriate reduction and/or release.

Staff recommends the following amounts be retained in the form of a letter of credit or cash with the Township Treasure's Office:

- Street Trees (42 lots) \$12,600.00
- Engineering (water, sewer, grading, paving, sidewalks...) \$250,000.00
- Total: \$262,600.00

Should the Board agree with the signing of the attached letter of agreement between the Township and Pulte, along with the posting of the requested \$262,600.00 surety of S.E. Michigan Land Holdings LLC, the Township shall agree to release the current \$615,720.00 letter of credit in full as currently posted by Pulte Homes.

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



© 2011 Washtenaw County

1:8.605

accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

January , 2013

Mr. Brandon Jones Division President Pulte Land Company, LLC 100 Bloomfield Parkway Bloomfield Hills, Michigan 48304

Re: Creekside Village

Dear Mr. Jones:

Pulte Land Company, LLC, a Michigan limited liability company ("Pulte"), is or was the owner of certain real property located in the Township of Ypsilanti, County of Washtenaw, and State of Michigan, commonly known as Creekside Village East, Creekside Village South and Creekside Village West (collectively referred to herein as, "Creekside Village"). As a condition to approving the development of all or a portion of Creekside Village by Pulte, the Township of Ypsilanti ("Township") required Pulte to provide certain financial guaranties, as more particularly described on the attached Exhibit A ("Financial Guaranties"). Subsequent to providing such Financial Guaranties, Pulte sold a portion of Creekside Village to SE Michigan Development, LLC, a Michigan limited lialbity company. The portion of Creekside Village owned by Pulte as of the date hereof is described on the attached Exhibit B (the "Property"). Pulte has requested the Township to release all of the Financial Guaranties and, subject to the terms and conditions of this letter agreement, the Township has agreed to release the Financial Guaranties to Pulte.

As of the date hereof, the Township hereby agrees to immediately release to Pulte the Financial Guaranties. Pulte hereby agrees that Pulte shall not commence construction of any improvements on the Property after the date hereof without complying with all applicable laws, including, but not limited to, requesting all applicable permits from the Township and providing any financial guaranties as reasonably required by the Township.

Please indicate your agreement to the foregoing by signing where indicated below.

	Township of Ypsilanti	
	Ву:	
	Its:	
	Ву:	
	Its:	
Accepted and Agreed to by:		
Pulte Land Company, LLC		
Ву:		
Brandon Jones		
Its: Division President		



Deutsche Bank AG New York STANDBY LETTER OF CREDIT UNIT 60 WALL STRET NEW YORK, NY 10005 Fax 212 797-0403

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT NO. DBS-18690

SEPTEMBER 2, 2010

BENEFICIARY CHARTER TOWNSHIP OF YPSILANTI 7200 SOUTH HURON RIVER DRIVE YPSILANTI, MI48197

AT THE REQUEST OF PULTEGROUP, INC., 100 BLOOMFIELD HILLS PARKWAY, SUITE 300, BLOOMFIELD HILLS, MI 48304-2946 WE HEREBY AMEND OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. DBS-18690 AS FOLLOWS:

THE LETTER OF CREDIT IS DECREASED BY \$2,350,000.00 TO A NEW TOTAL OF \$250,000.00.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS AMENDMENT IS EFFECTIVE PURSUANT TO YOUR LETTER OF AGREEMENT DATED AUGUST $\downarrow\downarrow$, 2010 AS SIGNED BY DEBBIE AGDORNY.

YOURS VERY TRULY,

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE



Deutsche Bank AG New York STANDBY LETTER OF CREDIT UNIT 60 WALL STRET NEW YORK, NY 10005 Fax 212 797-0403

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT NO. DBS-18691

SEPTEMBER 2, 2010

BENEFICIARY CHARTER TOWNSHIP OF YPSILANTI 7200 SOUTH HURON RIVER DRIVE YPSILANTI, MI48197

AT THE REQUEST OF PULTEGROUP, INC., 100 BLOOMFIELD HILLS PARKWAY, SUITE 300, BLOOMFIELD HILLS, MI 48304-2946 WE HEREBY AMEND OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. DBS-18691 AS FOLLOWS:

THE LETTER OF CREDIT IS DECREASED BY \$1,696,535.00 TO A NEW TOTAL OF \$75,000.00.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS AMENDMENT IS EFFECTIVE PURSUANT TO YOUR LETTER OF AGREEMENT DATED AUGUST 11, 2010 AS SIGNED BY DEBBIE AGDORNY.

YOURS VERY TRULY

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE





COMERICA BANK 411 WEST LAFAYETTE (MC 3341) DETROIT, MI 48226

FAX NO: (313) 222-9324

SWIFT: MNBDUS33

AMENDMENT TO LETTER OF CREDIT

SEPTEMBER 7, 2010

CREDIT NUMBER OF

ISSUING BANK: 618744 -04

APPLICANT:

PULTE HOMES CORPORATION 100 BLOOMFIELD HILLS BLVD.

BLOOMFIELD HILLS, MI 48304-2946

BENEFICIARY: CHARTER TOWNSHIP OF YPSILANTI 7200 S. HURON DRIVE YPSILANTI, MI 48197-7009

AMENDMENT NUMBER: 01

THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE CREDIT AND MUST BE ATTACHED THERETO.

GENTLEMEN:

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED FROM OUR PRINCIPALS, THE ABOVE CAPTIONED CREDIT HAS BEEN AMENDED AS FOLLOWS:

THE AMOUNT OF THIS CREDIT HAS DECREASED BY 274,480.00 USD.

THE AMOUNT OF THIS CREDIT ISSUED NOW TOTALS USD 182,720.00

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

VERY TRULY YOURS,

AUTHORIZED SIGNATURE

DESCRIPTION OF PHASE 1, A 37.30 ACRE PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 26, T.3S., R.7E., AND PART OF NORTHWEST 1/4 OF SECTION 35, T.3S., R.7E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

BEGINNING at the Northwest corner of Section 35, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence N89°40'22"E 412.50 feet along the North line of said Section 35; thence N00°39'24"W 43.00 feet; thence N89°40'22"E 1553.58 feet; thence S00°26'09"E 43.00 feet; thence S89°40'22"W 655.30 feet (recorded as S89°26'38"W) along said North line of said Section 35; thence S01°13'39"E 1319.64 feet (recorded as S01°27'23"E 1319.61) along the West line of Greenfields No. 2 Subdivision, as recorded in Liber 33, Page 48 and the West line of Greenfields Subdivision, as recorded in Liber 32, Page 48, Washtenaw County Records; thence S89°19'09"W 715.51 feet (recorded as 715.53 feet) along the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 35; thence N01°00'43"W 300.00 feet; thence S89°19'09"W 600.00 feet; thence N01°00'43"W 1027.69 feet along the West line of said Section 35 and the centerline of Tuttle Hill Road (variable width) to the Place of Beginning, containing 37.30 acres of land, consisting of 93 lots numbered 1 through 93 inclusive, seven (7) private parks and two (2) unnamed ponds.

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



Office of Community Standards

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

Memorandum

To: Karen Lovejoy Roe, Township Clerk

From: Joe Lawson, Planning Director

Date: March 18, 2013

Re: Letter of Agreement between Ypsilanti Township and S.E. Michigan Land

Holdings LLC relating to Creekside Village South

Please find attached a copy of the draft letters of agreement (LOA) between Ypsilanti Township and S.E. Michigan Land Holdings LLC (Lombardo Homes) in relation to the on-going developments known as the Creekside Village South and The Manors at Creekside. Staff requests the review and approval of the attached Letters of Agreement and authorization for the execution of said agreements by the Township Supervisor and Clerk once deemed in proper form by the Township Attorney.

Project History:

On September 21, 2004, the Township Board granted Pulte PD II Final Site Plan approval for the construction of the "Creekside Village South" development. The development consisted of 179 site condominiums located at the southwest corner of Merritt and Tuttle Hill Roads. At that time and as required by the Township, Pulte Home posted letters of credit in the amount of \$4,883,866.00 to insure the proper installation of the site infrastructure, grading, landscaping, paving and sidewalks. Pulte then moved forward with the installation of all necessary infrastructure for the entire development including the required improvements to the County maintained Derbyshire Drain that traverses the development. All utilities have been deemed "substantially complete" at this phase of the development which permitted the construction of a number of homes within the development. The aforementioned surety posted by Pulte has been reduced over time as specific portions of the project have been deemed complete. As of this date, Pulte maintains an overall surety of \$362,367.00.

Between 2004 and 2008, Pulte Homes constructed approximately 124 units within the southern portion of the development. In 2008, S.E. Michigan Land Holdings (aka Lombardo Homes) purchased the remaining 32 lots within the southern phase (Creekside Village South) in addition to the 86 units within the northern portion (Manors at Creekside) of the development that would eventually become the Manors at Creekside.

On April 19, 2011, the Board of Trustees approved the request of Lombardo Homes to split the former Creekside South development into two separate condominiums; Creekside Village South and the Manors at Creekside. (map attached)

During the transition between Pulte Homes and Lombardo Homes, Pulte Homes through their agreement with Lombardo has maintained the required letters of credit in relation to this development. Pulte Homes is currently requesting the full release of their posted sureties and in turn Lombardo Homes will post their own sureties with the Township Treasurer. That being said, Lombardo is requesting that the Township review the surety amounts to be posted while further taking into consideration that the Manors at Creekside is not currently an active project.

Staff has reviewed the posted sureties with Township Engineering consultant Matt Parks and have proposed the following surety amounts:

- Engineering \$200,000.00 (water, sewer, storm & paving)
- Soil Erosion \$5,000.00
- Street Trees \$7,800.00 (Creekside South Only)

Total Surety to be posted \$212,800.00

These figures are based in part due to the fact that the current utilities located with the Manors services not only the Manors but also Creekside Village South and Creekside Village West, as these developments and their utilities were all constructed simultaneously by Pulte Homes around 2004-2005. That being said, it is in the opinion of staff and our engineer that the requested \$200,000.00 engineering surety must be in place in order to protect the interests of those residents served by these private utilities as they have not yet been accepted by the Ypsilanti Communities Utility Authority.

The Board should be made aware that Lomardo Homes will also be required to post an identical \$200,000.00 engineering surety in relation to Creekside Village East. The developer has requested that the Township consider a single surety to cover both Creekside Village East and Creekside Village South. As the future ownership of either of these developments cannot be guaranteed, it is the recommendation of staff that sureties for these developments be maintained separately and at the recommended amounts.

Should the Board agree and approve the letter of agreement and Lombardo posts the requested surety in the amount of \$212,800.00 the Township shall agree to release the remaining \$362,367.00 surety posted by Pulte Homes. It shall also be agreed that prior to the construction of any homes within the Manors at Creekside, the developer shall post new sureties for all items deemed appropriate by the Township Engineer at the time of construction.

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



Manors/Creekside South





COMPLETION AGREEMENT CREEKSIDE VILLAGE SOUTH

THIS COMPLETION AGREEMENT (this "Agreement") is made this _____ day of _____, 2013 by and between S.E. MICHIGAN LAND HOLDING LLC, a Michigan limited liability company, the address of which is 51237 Danview Technology Court, Shelby Township, Michigan 48315 (the "Developer"), and the CHARTER TOWNSHIP OF YPSILANTI, a Michigan municipal corporation, the address of which is 7200 S. Huron River Drive, Ypsilanti, MI 48197 ("Township").

RECITALS:

- A. Developer is the owner of 32 units (referred to herein individually as a "Unit" and collectively as the "Units") located within Creekside Village South, a residential site condominium project located in the Township of Ypsilanti, County of Washtenaw, State of Michigan, established pursuant to the Master Deed thereof recorded in Liber 4475, Page 853, Washtenaw County Records, as amended, and designated as Washtenaw County Condominium Subdivision Plan Number 483 (the "Development").
- B. Developer is also the owner of all of the units located within the residential site condominium project located contiguous to the Development and known as Manors at Creekside Village.
- C. Pulte Homes, Inc., a Michigan corporation ("Pulte"), was the original developer of Creekside Village South (which included the land contained within Manors at Creekside Village at the time Pulte Homes developed Creekside Village South). In connection with the development of Creekside Village South, Pulte delivered to the Township a letter of credit in the amount of \$362,367.00 issued by Deutsche Bank to secure the installation and construction of certain site improvements (the "Existing Letter of Credit").
- D. The Township has agreed to release the Existing Letter of Credit to Pulte provided that (i) simultaneously herewith, Developer delivers to the Township an irrevocable letter of credit that names the Township as a beneficiary thereof in an amount equal to \$_____, the estimated cost to install certain street trees and sidewalks within the Development, and (ii) Developer enters into a separate agreement with the Township whereby Developer agrees to, prior to the issuance of any building permit for the construction of a residence within Manors at Creekside Village, deliver to the Township an irrevocable letter of credit that names the Township as the beneficiary thereof in an

amount equal to the estimated cost to install within Manors at Creekside Village 102 street trees and approximately 710 lineal feet of five foot wide concrete sidewalk in front of various open space areas within Manors at Creekside Village (the "Manors at Creekside Village Agreement").

NOW, THEREFORE, in consideration of the premises and covenants contained herein and the execution and delivery of the Manors at Creekside Village Agreement, the parties hereby agree as follows:

- 1. Developer and Township acknowledge and agree that the foregoing recitals are true and accurate and constitute an integral part of this Agreement.
- 2. The Township shall, within ten (10) days after the execution and delivery of this Agreement by both parties, deliver to Pulte the Existing Letter of Credit and a letter from the Township authorizing Deutsche Bank to cancel the Existing Letter of Credit.
- Simultaneously herewith, Developer has delivered to the Township an irrevocable letter 3. issued by and naming the Township as the of credit in the amount of \$ beneficiary thereof (such letter of credit, as the same may be amended or replaced from time to time as expressly provided in this Agreement, is referred to herein as the "Letter of Credit"), the receipt of which is hereby acknowledged by the Township. The Letter of Credit may be drawn upon by the Township only as expressly permitted in this Agreement. The Letter of Credit shall be returned by the Township to Developer when (i) one year has elapsed after ninety-five (95%) of the street trees have been installed and (ii) all of the sidewalks required to be installed by Developer pursuant to this Agreement have been installed. Whenever the Letter of Credit is to be reduced pursuant to this Agreement, such reduction shall be effected by the delivery by Developer to the Township of either an amendment to the Letter of Credit that provides for such reduction or, as a replacement for the Letter of Credit, a new irrevocable letter of credit in the reduced amount that names the Township as the beneficiary thereof, and in the case of a new letter of credit, the Township shall simultaneously deliver to Developer the Letter of Credit that is being replaced by such new letter of credit.
- Developer shall, as depicted on attached Exhibit A, install 43 street trees, each approximately three feet from the back of the street curb. One street tree shall be installed for each non-corner Unit and three street trees shall be installed for each corner Unit with one street tree along the shorter street frontage of the corner Unit and two street trees along the longer street frontage of the corner Unit. Developer shall inform the Township in writing of the date of the planting of street trees and if, within one year after installation of any such street tree by Developer, such tree becomes dead, substantially dead or diseased such that removal thereof is reasonably necessary or is otherwise removed other than because it is dead, substantially dead or diseased, Developer shall replace such tree. Developer shall receive partial reductions of the Letter of Credit for street trees that have been installed for at least one year. The reduction shall be made annually based on (a) the percentage of Units within the Development for which a street tree has been installed for at least one year (excluding Units for which a street tree has been installed for at least one year as of the date the Letter of Credit is delivered to the Township) and (b) the portion of the Letter of Credit allocated to street trees in the Cost Estimate; provided, however, that the Letter of Credit shall be reduced by the total amount of the portion of the Letter of Credit allocated to street trees within the Cost Estimate one year after street trees have been installed for at least 95% of the Units. If the Township reasonably determines that

Developer has failed to replace any street tree that Developer is required to replace under this Paragraph 4, and Developer fails to replace such tree within thirty (30) days after Developer's receipt of written notice thereof from the Township (or such longer period of time as may be reasonably required as a result of winter conditions), the Township may replace such tree and draw upon the Letter of Credit to pay the out-of-pocket costs incurred by the Township in replacing such tree.

- 5. Developer shall install a five foot wide concrete sidewalk in front of each open space area as shown on attached **Exhibit A**. If, notwithstanding the foregoing, the Developer fails to install such sidewalks within thirty (30) days after Developer's receipt of written notice thereof from the Township (or such longer period of time as may be reasonably required as a result of winter conditions), the Township may install such sidewalks and draw upon the Letter of Credit to pay the out-of-pocket costs incurred by the Township in installing such sidewalk.
- 6. This Agreement shall be binding upon and inure to the benefit of the Township and Developer and their respective successors and assigns.
- 7. This Agreement may not be modified, replaced, amended or terminated except pursuant to a written instrument executed and delivered by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 8. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which will constitute one agreement.

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

"DEVELOPER"

S.E. MICHIGAN LAND HOLDING LLC, a Michigan limited liability company

	By:Anthony F. Lombardo Its: Manager
, 2013 by Antho	acknowledged before me this day of ony F. Lombardo, the manager of S.E. Michigan Land ompany, on behalf of the limited liability company.
	, Notary Public County, Michigan My commission expires: Acting in Macomb County, MI

"TOWNSHIP":

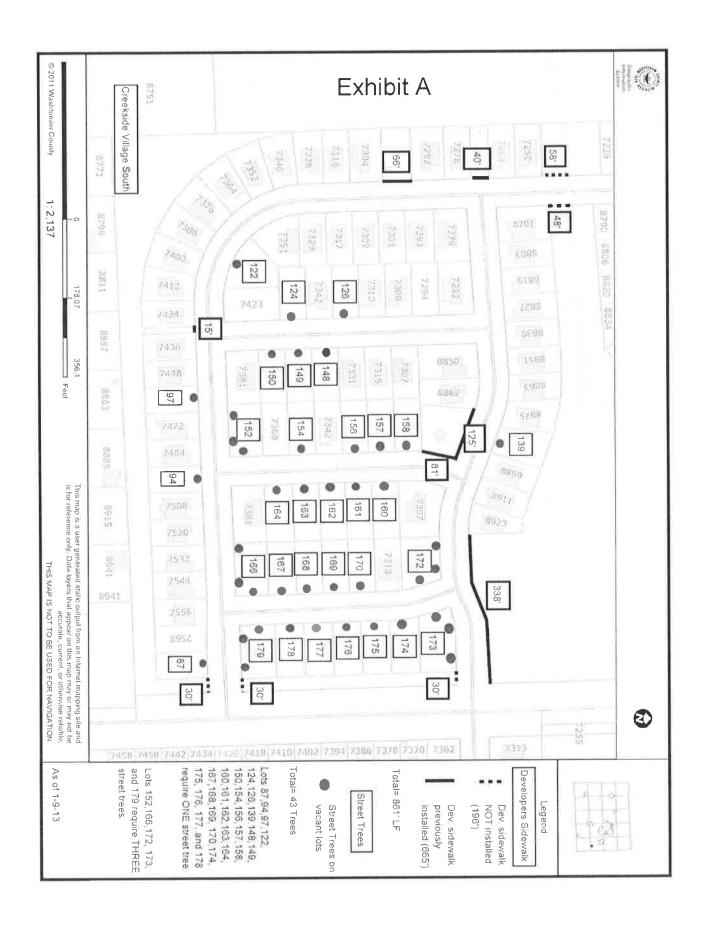
CHARTER TOWNSHIP OF YPSILANTI,

a Michigan municipal corporation

	By:
STATE OF MICHIGAN) SS COUNTY OF WASHTENAW) The foregoing instrument was 2013, by Charter Township of Ypsilanti, a Michigan recommendation of the comment	acknowledged before me this day of the of the municipal corporation, on behalf of the corporation.
	, Notary Public County, Michigan My commission expires: Acting in Washtenaw County, MI

Drafted by and when recorded return to:

Timothy M. Koltun, Esq. Clark Hill PLC 500 Woodward Avenue, Suite 3500 Detroit, MI 48226



COMPLETION AGREEMENT MANORS AT CREEKSIDE VILLAGE

THIS COMPLETION AGREEMENT (this "Agreement") is made this _____ day of _____, 2013 by and between S.E. MICHIGAN LAND HOLDING LLC, a Michigan limited liability company, the address of which is 51237 Danview Technology Court, Shelby Township, Michigan 48315 (the "Developer"), and the CHARTER TOWNSHIP OF YPSILANTI, a Michigan municipal corporation, the address of which is 7200 S. Huron River Drive, Ypsilanti, MI 48197 ("Township").

RECITALS:

- A. Developer is the owner of all of the units (referred to herein individually as a "Unit" and collectively as the "Units") located within Manors at Creekside Village, a residential site condominium project located in the Township of Ypsilanti, County of Washtenaw, State of Michigan, established pursuant to the Master Deed thereof recorded in Liber 4880, Page 66, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan Number 591 (the "Development").
- B. Developer is also the owner of 32 undeveloped units located within the residential site condominium project located contiguous to the Development and known as Creekside Village South. The land included within the Development was originally part of Creekside Village South.
- C. Pulte Homes, Inc., a Michigan corporation ("Pulte"), was the original developer of Creekside Village South (which included the land contained within the Development at the time Pulte Homes developed Creekside Village South). In connection with the development of Creekside Village South, Pulte delivered to the Township a letter of credit in the amount of \$362,367.00 issued by Deutsche Bank to secure the installation and construction of certain site improvements (the "Existing Letter of Credit").
- D. The Township has agreed to release the Existing Letter of Credit to Pulte provided that (i) pursuant to this Agreement, Developer agrees to, prior to the issuance of any building permit for the construction of a residence within the Development, deliver to the Township an irrevocable letter of credit that names the Township as the beneficiary thereof in an amount equal to the estimated cost to install street trees and certain sidewalks within the Development and (ii) simultaneously herewith, Developer enters into a separate agreement with the Township whereby Developer agrees to deliver to the Township an irrevocable letter of credit that names the Township as a beneficiary thereof in an amount equal to the estimated cost to install within Creekside Village South 43 street trees associated

with the 33 undeveloped units located within Creekside Village South and approximately 196 lineal feet of five foot wide concrete sidewalk in front of various open space areas within Creekside Village South (the "Creekside Village South Agreement").

NOW, THEREFORE, in consideration of the premises and covenants contained herein and the execution and delivery of the Creekside Village South Agreement, the parties hereby agree as follows:

- 1. Developer and Township acknowledge and agree that the foregoing recitals are true and accurate and constitute an integral part of this Agreement.
- 2. The Township shall, within ten (10) days after the execution and delivery of this Agreement by both parties, deliver to Pulte the Existing Letter of Credit and a letter from the Township authorizing Deutsche Bank to cancel the Existing Letter of Credit.
- 3. Prior to the issuance of any building permit for the construction of any residence within the Development, Developer shall deliver to the Township an irrevocable letter of credit that names the Township as a beneficiary thereof in an amount equal to an estimate of costs for the following items with respect to the Development that has been approved by Developer and the Township, which approval may not be unreasonably withheld or delayed (the "Cost Estimate") (such letter of credit, as the same may be amended or replaced from time to time as expressly provided in this Agreement, is referred to herein as the "Letter of Credit"):
- (a) installation of street trees (as more particularly described in Paragraph 5 hereof), to the extent not previously installed at least one year prior to the delivery of the Letter of Credit; and
- (b) installation of sidewalks in front of open space areas (as more particularly described in Paragraph 6 hereof), to the extent not previously installed.
- 4. The Letter of Credit may be drawn upon by the Township only as expressly permitted in this Agreement. The Letter of Credit shall be returned by the Township to Developer when (i) one year has elapsed after ninety-five (95%) of the street trees have been installed and (ii) all of the sidewalks required to be installed by Developer pursuant to this Agreement have been installed. Whenever the Letter of Credit is to be reduced pursuant to this Agreement, such reduction shall be effected by the delivery by Developer to the Township of either an amendment to the Letter of Credit that provides for such reduction or, as a replacement for the Letter of Credit, a new irrevocable letter of credit in the reduced amount that names the Township as the beneficiary thereof, and in the case of a new letter of credit, the Township shall simultaneously deliver to Developer the Letter of Credit that is being replaced by such new letter of credit.
- 5. Developer shall, as depicted on attached **Exhibit A**, install 102 street trees, each approximately three feet from the back of the street curb. One street tree shall be installed for each non-corner Unit and three street trees shall be installed for each corner Unit, with one street tree along the shorter street frontage of the corner Unit and two street trees along the longer street frontage of the corner Unit. Developer shall inform the Township in writing of the date of the planting of street trees and if, within one year after installation of any such street tree by Developer, such tree becomes dead, substantially dead or diseased such that removal thereof is reasonably necessary or is otherwise

removed other than because it is dead, substantially dead or diseased, Developer shall replace such tree. Developer shall receive partial reductions of the Letter of Credit for street trees that have been installed for at least one year. The reduction shall be made annually based on (a) the percentage of Units within the Development for which a street tree has been installed for at least one year (excluding Units for which a street tree has been installed for at least one year as of the date the Letter of Credit is delivered to the Township) and (b) the portion of the Letter of Credit allocated to street trees in the Cost Estimate; provided, however, that the Letter of Credit shall be reduced by the total amount of the portion of the Letter of Credit allocated to street trees within the Cost Estimate one year after street trees have been installed for at least 95% of the Units. If the Township reasonably determines that Developer has failed to replace any street tree that Developer is required to replace under this Paragraph 5, and Developer fails to replace such tree within thirty (30) days after Developer's receipt of written notice thereof from the Township (or such longer period of time as may be reasonably required as a result of winter conditions), the Township may replace such tree and draw upon the Letter of Credit to pay the out-of-pocket costs incurred by the Township in replacing such tree.

- 6. Developer shall install a five foot wide concrete sidewalk in front of each open space area as shown on attached **Exhibit A**. If, notwithstanding the foregoing, the Developer fails to install such sidewalks within thirty (30) days after Developer's receipt of written notice thereof from the Township (or such longer period of time as may be reasonably required as a result of winter conditions), the Township may install such sidewalks and draw upon the Letter of Credit to pay the out-of-pocket costs incurred by the Township in installing such sidewalk.
- 7. This Agreement shall be binding upon and inure to the benefit of the Township and Developer and their respective successors and assigns.
- 8. This Agreement may not be modified, replaced, amended or terminated except pursuant to a written instrument executed and delivered by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 9. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which will constitute one agreement.

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

"DEVELOPER"

	a Michigan limited liability company
	By:Anthony F. Lombardo Its: Manager
, 2013 by Antho	acknowledged before me this day of ony F. Lombardo, the manager of S.E. Michigan Land company, on behalf of the limited liability company.
	, Notary Public County, Michigan My commission expires: Acting in Macomb County, MI

"TOWNSHIP":

CHARTER TOWNSHIP OF YPSILANTI,

a Michigan municipal corporation

	By:
	Its:
STATE OF MICHIGAN)) SS	
COUNTY OF WASHTENAW)	
The foregoing instrument was, 2013, by	acknowledged before me this day of the of the municipal corporation, on behalf of the corporation.
	, Notary Public County, Michigan
	My commission expires: Acting in Washtenaw County, MI

Drafted by and when recorded return to:

Timothy M. Koltun, Esq. Clark Hill PLC 500 Woodward Avenue, Suite 3500 Detroit, MI 48226



CHARTER TOWNSHIP OF YPSILANTI RESOLUTION NO. 2013-5

PURCHASE OF 1091 RAMBLING RD. FOR A PUBLIC PURPOSE

WHEREAS, it is anticipated that on or about April 1, 2013 the Washtenaw County Treasurer will be foreclosing on a residential property for non-payment of taxes located at 1091 Rambling Rd in the Charter Township of Ypsilanti, parcel number K -11-03-162-016; and

WHEREAS, the Charter Township of Ypsilanti has taken legal action against the former owner and has received a court order declaring the structure to be a public nuisance and ordering it to be demolished; and

WHEREAS, Rambling Rd is located within a neighborhood with high owner occupancy, but is on the tipping edge of becoming a predominately rental neighborhood; and

WHEREAS, the Charter Township of Ypsilanti has an existing partnership with Habitat for Humanity for acquiring and rehabilitating residential property for sale for owner occupancy; and

WHEREAS, the Charter Township of Ypsilanti believes it is a public purpose to acquire this property to prevent further deterioration of a neighborhood with high owner occupancy that is on the tipping edge of becoming rental; and

WHEREAS, the Charter Township of Ypsilanti desires to purchase this property from the Washtenaw County Treasurer under the Township's right of first refusal for a public purpose for a the minimum bid not to exceed \$15,000.

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti authorizes the payment of an amount to be determined to the Washtenaw County Treasurer for the purpose of acquiring 1091 Rambling Rd under the Township's right of first refusal for a public purpose.

BE IT FURTHER RESOLVED that the Charter Township of Ypsilanti shall transfer its ownership of the property to Habitat for Humanity for rehabilitation and resale for an amount equal to the purchase price to be determined.

SPECIAL TRUNKLINE NON-ACT-51 ADDED WORK

DA

Control Section ST 81063
Job Number 116364A
Contract 13-5019

THIS CONTRACT is made and entered into this date of _______, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and YPSILANTI CHARTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, hereinafter referred to as the "TOWNSHIP"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements to a park and ride lot within the TOWNSHIP.

WITNESSETH:

WHEREAS, the parties hereto anticipate that payments by them and contributions by agencies of the Federal Government or other sources will be sufficient to pay the cost of construction or reconstruction of that which is hereinafter referred to as the "PROJECT" and which is located and described as follows:

Installation of lighting of the carpool lot in the southeast quadrant of the interchange of Highway I-94 with South Huron Street; together with necessary related work, located within the TOWNSHIP; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: \$70,000; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties shall undertake and complete the construction of the PROJECT in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of the construction of the PROJECT including the costs of preliminary engineering (PE), plans and specifications; physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), and any and all other expenses in connection with any of the above.

- 2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.
- 3. The TOWNSHIP will approve the design intent of the PROJECT and shall accept full responsibility for the constructed PROJECT functioning as a part of or benefit to the TOWNSHIP'S facilities. The TOWNSHIP is solely responsible for any input which it provides as it relates to the design of the PROJECT functioning as part of the TOWNSHIP'S facilities.
- 4. The PROJECT work will be performed by DTE Energy and administered by the DEPARTMENT.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

- 5. The PROJECT COST is estimated to be \$70,000 and shall be paid agencies of the federal government and the DEPARTMENT up to an amount not to exceed \$70,000. Any and all costs above this amount shall be the responsibility of the TOWNSHIP.
- 6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the TOWNSHIP on a monthly basis for the TOWNSHIP'S share of the cost of work performed to date, less all payments previously made by the TOWNSHIP. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number ______", or "Final Billing". Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the TOWNSHIP.
- 7. Upon completion of construction, the facilities being constructed as the PROJECT shall be operated and maintained by the TOWNSHIP at no cost to the DEPARTMENT, including all costs for electrical power.
- 8. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the TOWNSHIP. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the TOWNSHIP of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

9. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix "A", attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d and 2000a - 2000h-6 and the Regulations of the Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B" attached hereto and made a part hereof, and will require similar covenants on the part of contractor or subcontractor employed in the performance of this contract.

10. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the TOWNSHIP and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the TOWNSHIP, a certified copy of which resolution shall be attached to this contract.

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

YPSILANTI CHARTER TOWNSHIP WASHTENAW COUNTY, MICHIGAN MICHIGAN DEPARTMENT OF TRANSPORTATION

By Title:	<u> </u>	By Department Director MDOT
By Title:		FORM APPROVED 3-13-2013 PNA ASSISTANT ATTORNEY GENERAL
		APPROVED BY:

APPENDIX A PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

- 1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
- 2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
- 3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
- 5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
- 6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

- 7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
- In the event that the Michigan Civil Rights Commission finds, after a hearing held 8. pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
- 9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- 1. <u>Compliance with Regulations</u>: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
- 2. <u>Nondiscrimination</u>: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
- 3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4. <u>Information and Reports</u>: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
- 5. <u>Sanctions for Noncompliance</u>: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. <u>Incorporation of Provisions</u>: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("Master Agreement") is made between The Detroit Edison Company ("Company") and Ypsilanti Township ("Customer") as of March 28, 2013

RECITALS

- A. Customer may, from time to time, request the Company to furnish, install, operate and/or maintain street lighting equipment for Customer.
- B. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the foregoing, Company and Customer hereby agree as follows:

AGREEMENT

- 1. <u>Master Agreement</u>. This Master Agreement sets forth the basic terms and conditions under which Company may furnish, install, operate and/or maintain street lighting equipment for Customer. Upon the Parties agreement as to the terms of a specific street lighting transaction, the parties shall execute and deliver a Purchase Agreement in the form of the attached <u>Exhibit A</u> (a "<u>Purchase Agreement</u>"). In the event of an inconsistency between this Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.
- 2. <u>Rules Governing Installation of Equipment and Electric Service</u>. Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of the Company's Rate Book for Electric Service (the "<u>Tariff</u>"), Rule C 6.1, Extension of Service (or any other successor provision), as approved by the The Michigan Public Service Commission ("<u>MPSC</u>") from time to time.
- 3. <u>Contribution in Aid of Construction</u>. In connection with each Purchase Agreement and in accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("<u>CIAC</u>") for the cost of installing Equipment ("as defined in the applicable Purchase Agreement") and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "<u>CIAC Amount</u>") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount equal to three years revenue expected from such new equipment. The CIAC Amount will be as set forth on the applicable Purchase Agreement. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects, or unusual conditions encountered in the construction and installation of Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such

suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

- 4. <u>Payment of CIAC Amount</u>. Customer shall pay the CIAC Amount to Company as set forth in the applicable Purchase Agreement. Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until the CIAC Amount is paid.
- 5. <u>Modifications</u>. Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.
- 6. <u>Maintenance, Replacement and Removal of Equipment</u>. In accordance with the applicable Orders of the MPSC, under the Municipal Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. Customer may not remove any Equipment without the prior written consent of Company.

7. Street Lighting Service Rate.

- a. Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate set forth in the Tariff, as approved by the MPSC from time to time, the terms of which are incorporated herein by reference.
- b. The provision of street lighting service is also governed by rules for electric service established in MPSC Case Number U-6400. The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC.
- 8. <u>Contract Term.</u> This Agreement shall commence upon execution and terminate on the later of (a) five (5) years from the date hereof or(b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.
- 9. <u>Design Responsibility for Street Light Installation</u>. The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("<u>IESNA</u>") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges the Company is not responsible for lighting design standards.
- 10. <u>New Subdivisions</u>. Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%. If Customer wishes to have installation occur prior to 80% occupancy, then Customer acknowledges it will be financially

responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.).

- 11. <u>Force Majeure</u>. The obligation of Company to perform this Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.
- 12. <u>Subcontractors</u>. Company may sub-contract in whole or in part its obligations under this Agreement to install the Equipment and any replacement Equipment.
- 13. Waiver; Limitation of Liability. To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorney's fees, arising out of the installation of the Equipment and/or any replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Agreement exceed the CIAC Amount set forth in the Purchase Order to which the claim relates.
- 14. <u>Notices</u>. All notices required by the Agreement shall be in writing. Such notices shall be sent to Company at The Detroit Edison Company, Community Lighting Group, 8001 Haggerty Rd, Belleville, MI 48111 and to Customer at the address set forth on the applicable Purchase Agreement. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.
- 15. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Agreement and to carry out the actions required of it by this Agreement; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Agreement constitutes a legal, valid, and binding agreement of such party.
 - 16. Miscellaneous.

- a. This Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendment or modification to this Agreement must be in writing and signed by both parties.
- b. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Agreement is made solely for the benefit of Company, Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Agreement.
- c. A waiver of any provision of this Agreement must be made in writing and signed by the party against whom the waiver is enforced. Failure of any party to strictly enforce the terms of this Agreement shall not be deemed a waiver of such party's rights hereunder.
- d. The section headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation thereof.
- e. This Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to any conflicts of law principles. The parties agree that any action with respect to this Agreement shall be brought in the courts of the State of Michigan and each party hereby submits itself to the exclusive jurisdiction of such courts.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- g. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of the Agreement.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:	Customer:
The Detroit Edison Company	Ypsilanti Township
Ву:	By:
Name:	Name:
Title:	Title:

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "<u>Agreement</u>") is dated as of March 28,2013 between The Detroit Edison Company ("<u>Company</u>") and Ypsilanti Township ("<u>Customer</u>").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated March 28, 2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order	PWO# 34500922			
Number:	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: NA			
Location where Equipment will be installed:	MDOT Park and Ride located at I-94 and Huron Street.			
3. Total number of lights to be installed:	7 LED'S			
4. Description of Equipment to be installed (the "Equipment"):	Autobahn 135 watt LED luminaires mounted on D code 06 posts in black paint mounted on a foundattached map-"Exhibit B".	0,		
5. Estimated Total Annual Lamp Charges	\$2,301.32			
6. Computation of Contribution in aid of	Total estimated construction cost, including labor, materials, and overhead: Credit for 3 years of lamp charges: \$6,903.97			
Construction ("CIAC				
Amount")	CIAC Amount (cost minus revenue) \$20,048.81			
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement.			
8. Term of Agreement	5 years. Upon expiration of the initial term, this Accontinue on a month-to-month basis until terminat written consent of the parties or by either party will months prior written notice to the other party.	ed by mutual		
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) YES NO If "No", Customer must sign below and acknowled lighting design does not meet IESNA recommend			
10. Customer Address for Notices:	[Address] [Address] [Name]			

11. <u>Special Order Material Terms</u> :
All or a portion of the Equipment consists of special order material: (check one) \(\subseteq YES \) \(\subseteq NO \)
If "Yes" is checked, Customer and Company agree to the following additional terms.
A. Customer acknowledges that all or a portion of the Equipment is special order materials (" <u>SOM</u> ") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.
B. Customer will maintain an initial inventory of at least posts and luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.
C. The inventory will be stored at Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:
Name: Title:
Phone Number: Email:
The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.
D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

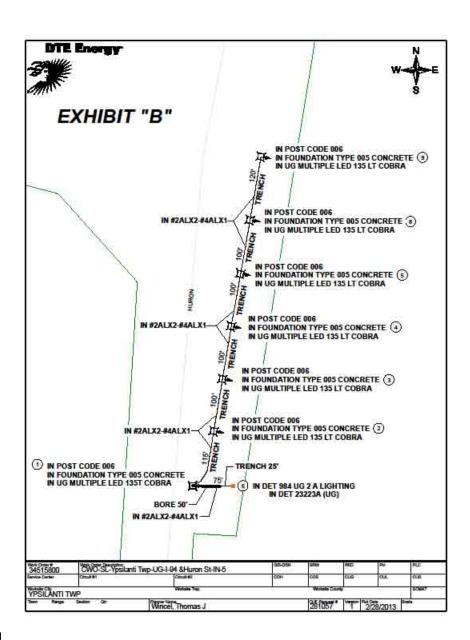
In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warrantees, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technol	ogy ("EELT") Terms:
All or a portion of the Equipment consists of EEL	T: (check one) XYES NO
If "Yes" is checked, Customer and Company agr	ee to the following additional terms.
	E EELT equipment has been calculated by the ergy and maintenance cost expected with the st
the approved rate schedules will automatically under Option 1 Municipal Street Lighting Rate,	Option I tariff for EELT street lighting equipment, apply for service continuation to the Customer as approved by the MPSC. The terms of this he Master Agreement with respect to any EELT
******	******
Company and Customer have executed written above.	this Purchase Agreement as of the date first
Company:	Customer:
The Detroit Edison Company	Ypsilanti Township
Ву:	By:
Name:	Name:
Title:	Title:

Attachment 1 to Purchase Agreement

Map of Location



[To be attached]

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

MIKE MARTIN

SCOTT MARTIN



Office of Community Standards

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

March 18, 2013

To: Board of Trustees

From: Mike Radzik, Director

Office of Community Standards & Police Administration

Subject: Request to Authorize Legal Action in Circuit Court (if necessary) to

Abate Public Nuisances at:

30 Ohio St5777 Merritt Rd

Copy: Doug Winters, Attorney

The Office of Community Standards has conducted public nuisance investigations at the following locations and seeks authorization to initiate legal action to abate the nuisances that currently exist at:

30 Ohio St

This single family house located on Ohio Street north of Russell St was the scene of an investigation by state Child Protective Services and the Washtenaw County Sheriff's Office on March 12, 2013. State investigators requested assistance from OCS, which resulted in the home being condemned due to deplorable living conditions and other code violations. A notice of Violation was issued to the occupant, who is related to the property owner. OCS staff was informed that several children were removed from the home by state investigators.



Due to the nature of the situation, this case was immediately forwarded to legal counsel to obtain a temporary restraining order seeking to vacate the house for the safety of those involved. Administrative authorization to move forward was granted, and now formal confirmation of that authorization is requested from the Board of Trustees.



5777 Merritt Rd

This single family house was condemned after OCS staff discovered it to be severely damaged by water, mold and vandalism on February 4, 2013. An investigation revealed that the house had been sold on a land contract and converted to a rental unit that was never registered with OCS. The house has been vacant since the last tenants moved out in August, 2012. The owner has since regained possession of the property and cooperated with OCS for inspections.

OCS agreed to give the owner time to initiate repairs, but their attempt to file an insurance claim to cover damages failed and now their cooperation has ceased. OCS is requesting Board authorization to initiate legal action to compel code compliance.





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

GREEN OAKS GOLF COURSE 2013 RATE PROPOSAL

201	12	\mathbf{D}	TE	-
201	ıo	K F	4 I C	:3

	9 Holes		18 Holes	
*Residents				
Weekdays	\$	15.00	\$	20.00
Weekends		16.00		23.00
Retirees (weekdays only)		10.00		12.00
Cart Rental (per person)		6.00		12.00
Twilight (after 2 p.m. weekends)				18.00
Leagues		16.00		
Retirees		11.00		
*Non-Residents				
Weekdays	\$	16.00	\$	23.00
Weekends		18.00		27.00
Retirees (weekdays only)		11.00		13.00
Cart Rental (per person)		6.00		12.00
Twilight (after 2 p.m. weekends)				20.00

SEASONAL PASSES

2013 Rates	
\$ 750.00	
175.00	
450.00	
155.00	
\$ 900.00	
255.00	
590.00	
205.00	
	\$ 750.00 175.00 450.00 155.00 \$ 900.00 255.00 590.00

Treasurer
LARRY J. DOE
Trustees

JEAN HALL CURRIE STAN ELDRIDGE MIKE MARTIN SCOTT MARTIN



Clerk's Office

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

March 18, 2013

Karen Lovejoy Roe Ypsilanti Township Clerk 7200 S. Huron River Dr. Ypsilanti, MI 48197

Re: Green Oaks Golf Course Proposed 2013 Rate Schedule

Dear Ms. Lovejoy Roe:

At the Special Meeting held on March 18, 2013, the Ypsilanti Township Greens Commission approved the proposed 2013 Rate Schedule.

It is the recommendation of the Greens Commission that all rates remain the same as 2012.

Please include the enclosed proposal on the next Ypsilanti Township Board agenda for consideration by the Board.

Sincerely,

Ambrose Wilbanks

Chair

nkw

Enclosure

Cc: Greens Commissioners

and how she ban he

File

2013 YPSILANTI TOWNSHIP 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.

1. Section 14, Ypsilanti Township

Roads to include:

- Mollie Street, Grove Road and Dorothy Street
- Dorothy Street, Grove Road and Harry Street
- Lynn Avenue, McCarthy Street and Harry Street
- Heather Ridge, McCarthy Street and Andrea Avenue

Work to include milling and placement of a 3" HMA overlay, structure adjustments and ADA sidewalk ramps. Final cost to be determined by competitive bid.

Estimated Project Cost:

\$ 261,000.00

It is further understood that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverages for liability for the 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.

AGREEMENT SUMMARY

Nancy Park Subdivision

261,000.00

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP UNDER THIS AGREEMENT DURING 2013:	\$ <u>261,000.00</u>
FOR YPSILANTI TOWNSHIP:	
Brenda L. Stumbo, Supervisor	Witness
Brenda H. Scambo, Sapervisor	Witness
Karen Lovejoy Roe, Clerk	
FOR WASHTENAW COUNTY ROAD COMMISSION:	
Douglas E. Fuller, Chair	Witness
Roy D. Townsend, Managing Director	Witness

SUPPORT EMERGENCY OPERATIONS PLAN FOR

YPSILANTI CHARTER TOWNSHIP

Township consistent with and to be use	and is the official plan for Ypsilanti Charter d in conjunction with the Washtenaw County es contained herein do not discriminate on the n, sex, age, handicap, or political beliefs.
Brenda Stumbo, Supervisor Charter Township of Ypsilanti	Date

YPSILANTI TOWNSHIP SUPPORT EMERGENCY OPERATION PLAN

I. PURPOSE

The Charter Township of Ypsilanti has elected to be incorporated into the Washtenaw County Emergency Management Program. By becoming part of the county emergency management program the Charter Township of Ypsilanti and Washtenaw County have certain responsibilities to each other. This Support Emergency Operations Plan has been developed to identify the responsibilities between the Charter Township of Ypsilanti and Washtenaw County in regard to pre-disaster emergency management activities. It also provides for the Charter Township of Ypsilanti governmental agencies to respond to various types of emergencies or disasters that affect the community. This support plan is to be used in conjunction with the Washtenaw County Emergency Action Guidelines. The support plan will be maintained in accordance with the standards of currentness of the Washtenaw County Emergency Action Guidelines. Review of this support plan shall be accomplished concurrently with the review of the county guidelines.

II. EMERGENCY MANAGEMENT PROGRAM OVERSIGHT

Pursuant to the Michigan Emergency Management Act P.A. 390 of 1990, Section 9, as amended, the Charter Township of Ypsilanti, with a population in excess of 25,000 has appointed, by resolution, the Washtenaw County Director of Emergency Services as their municipal emergency coordinator. In the event a local state of emergency has been declared by the Supervisor of the Charter Township of Ypsilanti, the county Director of Emergency Services shall act for and shall be at the direction of the Township Supervisor until such time as; the incident is deemed beyond the control capabilities of the Charter Township of Ypsilanti and the Washtenaw County Emergency Action Guidelines is activated or, the disaster has diminished to the point where normal day-to-day resources and organization can cope with the situation and the Ypsilanti Township Support Emergency Operations Plan is deactivated. The Charter Township of Ypsilanti shall not be held liable for the salary, or expenses, of the Washtenaw County Director of Emergency Services as a result of the activation of this plan.

The Ypsilanti Township Fire Chief has been appointed as the Municipal Emergency Management Liaison, responsible for working with the Washtenaw County Director of Emergency Services on all matters pertaining to emergency management within the Charter Township of Ypsilanti.

III. YPSILANTI TOWNSHIP/WASHTENAW COUNTY DISASTER RESPONSE

A. Purpose:

- 1. To organize, coordinate, and direct the actions of the Charter Township of Ypsilanti disaster relief forces, and to facilitate emergency operations in the event of a disaster.
- 2. To identify and assign local departments and agencies various responsibilities and tasks for disaster response operations.
- 3. To save lives, reduce casualties, and minimize damage to property.
- 4. To maintain the continuity of local government.
- 5. To provide policies and procedures whereby the normal day-to-day operation of Ypsilanti Township is organized into an effective disaster relief organization.

B. Support Plan Activation:

- Assure that all Ypsilanti Township emergency response agencies, elected officials, and the Washtenaw County Director of Emergency Services are notified of the situation.
- Ypsilanti Township response agencies, under the direction of the Ypsilanti Township Fire Department, shall assess the nature and scope of the emergency or disaster.
- 3. If the situation is within the capabilities of the Ypsilanti Township disaster relief forces, this plan shall be activated using the following procedure:
 - a. The Fire Chief shall advise the Township Supervisor, initiate the Ypsilanti Township Incident Command System/National Incident Management System (NIMS), and assume the role of Incident Commander.
 - The Ypsilanti Township Supervisor shall declare a local state of emergency and shall notify the Washtenaw County Director of Emergency Services of this action.
 - c. A copy of the local state of emergency declaration shall be forwarded to the Washtenaw County Emergency Operations Center electronically or by messenger. The EOC shall be responsible for forwarding this declaration to the State EOC.

- d. The Emergency Management Liaison (Fire Chief) shall activate the Ypsilanti Township Emergency Operations Center. This facility, the Fire Department Headquarters Station, is located at 222 South Ford Blvd.
- e. Ypsilanti Township emergency response agencies will respond according to the applicable procedures found in the attachments listed in section E of this document.
- f. The Ypsilanti Township Supervisor directs township departments and agencies to respond to the situation.
- g. The Ypsilanti Township Supervisor issues directives as to travel restrictions on local roads and recommends protective actions if necessary.
- h. A system of public notification is activated. Notification will include appropriate actions to take. Notification is normally in the form of radio and television broadcasts originating in the Washtenaw County EOC, augmented by outdoor warning sirens and door-todoor and street-by-street notification.
- The Washtenaw County Director of Emergency Services shall be kept informed of the situation and the action plan being implemented.
- 4. When Ypsilanti Township resources become exhausted or if specialized resources are required, the assistance of Washtenaw County is requested through the Washtenaw County Director of Emergency Services.
- After receiving a request for assistance from Ypsilanti Township, the Washtenaw County Director of Emergency Services will assess the situation, evaluate the existing action plan, and make recommendations.
- 6. At the recommendation of the Washtenaw County Director of Emergency Services, Washtenaw County will:
 - a. Activate the Washtenaw County Emergency Action Guidelines.
 - b. Activate the Washtenaw County Emergency Operations Center.
 - c. Respond with Washtenaw County resources as required.

- d. Activate applicable mutual-aid agreements.
- e. Coordinate county resources with applicable municipal resources.
- f. Notify the Michigan State Police District Coordinator.
- g. Forward Flash Report and Damage and Injury Assessment Report to the Michigan State Police, Emergency Management Division.
- h. Assist municipalities with the prioritizing and allocation of resources.
- 7. If Washtenaw County resources are exhausted, the county will make a request to the Governor to declare a state of emergency, or state of disaster, in accordance with procedures set forth in Act 390, as amended. Washtenaw County shall not request state assistance or a declaration of a state of emergency, or a state of disaster, unless requested to do so by the Ypsilanti Township Supervisor if the situation occurs solely within the confines of the Charter Township of Ypsilanti.
- 8. If state assistance is requested, the State Police District Emergency Management Coordinator, in conjunction with the Washtenaw County Director of Emergency Services and the Ypsilanti Township Emergency Management Liaison, assesses the disaster or emergency situation and recommends the personnel services, and equipment that area required for its prevention, mitigation, or relief.
- 9. After completing the assessment, the District State Police Emergency Management Coordinator immediately notifies the State Director of Emergency Management of the situation.
- 10. The State Director of Emergency Management notifies the Governor and makes recommendations.
- 11. If state assistance is granted, procedures will be followed as stated in the Michigan Emergency Management Plan and the Washtenaw County Emergency Action Guidelines.

IV. WASHTENAW COUNTY/YPSILANTI TOWNSHIP RESOURCE USE

If the Charter Township of Ypsilanti requests and receives emergency or disaster assistance from Washtenaw County, in accordance with this support plan, all costs, expenses and payments for the use of Washtenaw County resources shall be the responsibility of Washtenaw County. If the Charter Township of Ypsilanti provides resources to Washtenaw County, all costs, expenses, and payments for the use of Ypsilanti Township resources shall be the responsibility of the Charter Township of Ypsilanti.

V. <u>ATTACHMENTS</u>

Attachment A - Emergency Response Flow Chart

Attachment B - Warning/Communications Key Actions Checklist

Attachment C - Public Information Key Actions Checklist

Attachment D - Damage Assessment Key Actions Checklist

Attachment E - Law Enforcement Key Actions Checklist

Attachment F - Fire Services Key Actions Checklist

Attachment G - Public Works Key Actions Checklist

Attachment H - Health Services/EMS Key Actions Checklist

Attachment I - Human Services Key Actions Checklist

EMERGENCY RESPONSE FLOW CHART (DISASTER RESPONSE SEQUENCE CHART)

REFER TO WASHTENAW COUNTY EMERGENCY ACTION GUIDELINES DIRECTION & CONTROL PAGE 6

WARNING/COMMUNICATIONS KEY ACTIONS CHECKLIST

The Fire Department Communications Center, located at the Fire Department Headquarters Station at 222 S. Ford Blvd., is responsible for warning and communication activities in the Charter Township of Ypsilanti. The following tasks represent a checklist of actions this center must consider in an emergency or disaster situation.

- 1. Warn/notify the following:
 - a. Ypsilanti Township Fire Chief
 - b. Washtenaw County Director of Emergency Services
 - c. Ypsilanti Township Director of Community Standards
 - d. Washtenaw County Sheriff's Department Station #2 Supervisor
 - e. Ypsilanti Township Supervisor
 - f. Ypsilanti Township Clerk
 - g. Ypsilanti Township Treasurer
 - h. Ypsilanti Township Residential Services Director
 - i. All other Ypsilanti Township Department Heads, and Emergency Response Agency representatives.
- 2. Ensure that all township agency representatives, represented in the Ypsilanti Township Emergency Operations Center, have established communications with their staff personnel.
- 3. Establish communications with the Washtenaw County Emergency Operations Center, if established, via telephone and VHF radio (151.430 or 154.295)
- 4. Establish communications with the incident command post, if established, via cellular telephone or VHF radio (151.430).
- 5. Activate the public warning system. This consists of:
 - a. Telephone fan-out using the Ypsilanti Township Fire Department Report of Dissemination.
 - Public broadcasts via radio and television, and activation of outdoor warning sirens as appropriate. These broadcasts are channeled through the Washtenaw County Emergency Operations Center.
- 6. Coordination of street-by-street and/or door-to-door notification.

PUBLIC INFORMATION KEY ACTIONS CHECKLIST

The Ypsilanti Township Supervisor's Office is responsible for public information activities in the Charter Township of Ypsilanti. The following tasks represent a checklist of actions this department must consider in an emergency or disaster situation.

- 1. Function as the sole point of contact for the news media and public officials.
- 2. Collect information from Ypsilanti Township emergency response agency representatives located in the Ypsilanti Township Emergency Operations Center.
- 3. Prepare news releases to be disseminated to the local media.
- 4. Conduct press tours of disaster area(s) within Ypsilanti Township.
- 5. Establish a Public Information Center at the Ypsilanti Township Civic Center at 7200 S. Huron River Drive.
- 6. If the Washtenaw County Emergency Operations Center is activated, establish and maintain contact with the Washtenaw County Undersheriff, who is the designated Washtenaw County Public Information Official.
- 7. If the Washtenaw County Emergency Operations Center is activated, coordinate public information activities with the county Public Information Official.
- 8. Assist the county in establishing a Joint Public Information Center.
- 9. Assist the county with establishment of a Rumor Control Center.

DAMAGE ASSESSMENT KEY ACTIONS CHECKLIST

The Ypsilanti Township Community Standards Department is responsible for damage assessment activities in the Charter Township of Ypsilanti. The following tasks represent a checklist of actions this department must consider in an emergency or disaster situation.

- 1. Record initial information from first responders, such as fire and police services.
- If necessary, activate the damage assessment group which will consist of personnel from the following Ypsilanti Township departments and/or agencies:
 - a. Ypsilanti Township Community Standards Department.
 - b. Ypsilanti Township Bureau of Fire Prevention.
 - c. Ypsilanti Township Assessor's Office.
- 3. Provide information to the Ypsilanti Township Emergency Management Liaison. The Liaison will then provide assessment data to Washtenaw County for preparation of the Flash Report.
- 4. If the situation warrants, assist the Township Supervisor with the preparation of a local state of emergency declaration and forward to the Washtenaw County Director of Emergency Services.
- 5. Prepare a request for county assistance in conjunction with the Ypsilanti Township Emergency Management Liaison.
- 6. Plot damage assessment information on status boards in the Ypsilanti Township Emergency Operations Center.
- 7. Prepare reports for the Ypsilanti Township Public Information Official.
- 8. Collect information and forward to the county so that the county can complete the Damage and Injury Assessment form (EMD-2).

LAW ENFORCEMENT KEY ACTIONS CHECKLIST

The Washtenaw County Sheriff's Department is responsible for law enforcement activities in the Charter Township of Ypsilanti. The following tasks represent a checklist of actions this department must consider in an emergency or disaster situation.

- 1. Warn the affected population as directed by the Ypsilanti Township Emergency Operations Center.
- 2. Provide access control to the affected area(s).
- 3 Perform traffic control.
- 4. Participate in the Weather spotter network if the situation warrants.
- 5. Provide security to emergency coordination facilities, critical resources and facilities, the disaster site, and public shelters.
- 6. Enforce curfew restrictions in the affected area(s).
- 7. Provide emergency assistance to persons with special needs.
- 8. Coordinate the removal of vehicles blocking evacuation or other response activities.
- 9. As necessary, evacuate prisoners from the effected area(s).
- 10. As necessary, assist the Washtenaw County Medical Examiner with mortuary services.
- 11. As necessary, assist the Ypsilanti Township Fire Department's urban search and rescue activities.
- 12. If the Washtenaw County Emergency Operations Center is activated, establish and maintain contact with the Washtenaw County Law Enforcement Official.
- 13. Notify the Ypsilanti Township Ordinance Department

FIRE SERVICES KEY ACTIONS CHECKLIST

The Ypsilanti Township Fire Department is responsible for fire and rescue activities in the Charter Township of Ypsilanti. The following tasks represent a checklist of actions this department must consider in an emergency or disaster situation.

- 1. Establish the Ypsilanti Township Incident Command System/National Incident Management System (NIMS).
- 2. Assist in warning the affected population.
- 3. Provide fire protection for critical facilities and resources.
- 4. As necessary, assist the Ypsilanti Township Residential Services
 Department and public utility company personnel with shutting down gas
 and electric services.
- 5. Perform urban search and rescue activities.
- 6. As necessary, assist the Washtenaw County Sheriff's Department with traffic control.
- 7. As necessary, assist with access control to affected area(s).
- 8. As necessary, assist with evacuating persons with special needs.
- 9. As necessary, provide personnel trained in radiological monitoring to assist the Washtenaw County Radiological Officer with radiological monitoring and decontamination activities.
- If the Washtenaw County Emergency Operations Center is activated, establish and maintain contact with the Washtenaw County Fire Services Officer.
- 11. Participate in the Weather spotters network if the situation warrants.
- 12. Assist the county with hazardous materials response as capabilities permit.

PUBLIC WORKS KEY ACTIONS CHECKLIST

The Ypsilanti Township Residential Services Department is responsible for public works activities in the Charter Township of Ypsilanti. The following tasks represent a checklist of actions this department must consider in an emergency or disaster situation.

- 1. Coordinate the response activities of personnel from the following agencies and department:
 - a. Ypsilanti Township Residential Services Department.
 - b. Green Oaks Golf Course
 - c. Ypsilanti Township Community Service Work Program.
 - d. Ypsilanti Township Recreation Department
 - e. Ypsilanti Township Accounting Office
 - f. Ypsilanti Township Human Resources Department
- 2. Assist the Washtenaw County Sheriff's Department with maintaining traffic and evacuation routes.
- 3. If necessary, coordinate activities designed to control the flow of flood water, including sandbagging, diking, and pumping operations.
- 4. Provide emergency generators and lighting.
- 5. As necessary, assist with traffic control.
- 6. As necessary, assist with access control to affected area(s).
- 7. As necessary, assist with urban search and rescue activities.
- 8. As necessary, assist with the transportation of essential goods (i.e., food, medical supplies, etc.).
- 9. As necessary, establish a staging area for public works personnel and equipment.
- 10. Report damage information to the Damage Assessment Group.
- 11. If necessary, assist with damage surveys as directed by the Damage Assessment Group.
- 12. As necessary, assist with debris clearance.
- 13. If the Washtenaw County Emergency Operations Center is activated, establish and maintain contact with the county Public Works Officer.

HEALTH SERVICES/EMERGENCY MEDICAL SERVICE KEY ACTIONS CHECKLIST

The Ypsilanti Township Clerk will serve as the Health Services and Emergency Medical Services Liaison in the Charter Township of Ypsilanti and is responsible for health and emergency medical services activities in the Charter Township of Ypsilanti. He/she will coordinate health services activities with a representative from the Washtenaw County Health Department and the Washtenaw County Emergency Medical Services Official. The following tasks represent a checklist of actions this person must consider in an emergency or disaster situation.

- 1. Evacuation of all affected nursing homes, hospitals, and other medical facilities.
- 2. Coordinate emergency medical care of victims.
- 3. Coordinate emergency transportation of victims.
- 4. Establish a staging area for EMS personnel, vehicles, and equipment within Ypsilanti Township.
- 5. Identify a facility within Ypsilanti Township to be used as temporary morque if necessary.

HUMAN SERVICES KEY ACTIONS CHECKLIST

The Ypsilanti Township Residential Services Director will serve as the Human Services liaison in the Charter Township of Ypsilanti and is responsible for human services activities in the Charter Township of Ypsilanti. The Liaison will coordinate human services activities with a representative from the Washtenaw County Department of Social Services. This person will keep the county Human Services Officer informed of all human services activities performed, underway, or planned within the Charter Township of Ypsilanti. The following tasks represent a checklist of actions this person must consider in an emergency or disaster situation.

- 1. Coordinate the response activities of personnel from the following Ypsilanti Township agencies and departments:
 - a. The Ypsilanti Township Human Resources Department.
 - b. The Ypsilanti Township Accounting Department.
 - c. The Ypsilanti Township Recreation Department.
 - d. The Ypsilanti Township Ordinance Department.
- 2. Establish and maintain contact with a representative from the American Red Cross.
- 3. Coordinate the provision of transportation for evacuation.
- 4. Open and maintain shelters within Ypsilanti Township.
- 5. Set up canteen services to feed response workers within Ypsilanti Township.
- 6. Provide food and clothing to response workers and victims of disaster residing within Ypsilanti Township.
- 7. If necessary, assist with establishing a Rumor Control Center.
- 8. Contact the Washtenaw County Critical Incident Stress Debriefing Team.
- 9. If the Washtenaw County Emergency Operations Center is activated, establish and maintain contact with the county Human Services Officer. If the Emergency Operations Center is not activated, establish and maintain contact with the Washtenaw County Human Services Officer directly at the Washtenaw County Family Independence Agency.

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



Human Resources Department

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-0065 Fax: (734) 484-5160 www.ytown.org

MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Karen Wallin

Human Resource Department

DATE: March 18, 2013

RE: Request for Authorization to post, advertise and fill a second

position as Ordinance Enforcement Assistant to serve the OCS Department with a negotiable salary between \$37,400 and \$41,600

This correspondence is being forwarded to the Township Board seeking approval to post, advertise, and fill an existing position as Ordinance Enforcement Assistant to service the Office of Community Standards. This position will be vacated effective April 26, 2013 due to the resignation of Michael Gooden received by the Human Resource Department and OCS on Thursday, March 14, 2013.

During previous discussions with the Township Board the needs of the OCS have been presented. It was determined that two full-time Ordinance Enforcement Assistants are required to provide adequate services to the community. Therefore, approval is being requested to post, advertise and fill this Ordinance Enforcement Assistant position with a negotiable salary between \$37,400 and \$41,600.

In addition, Mike Radzik will be making a presentation regarding the future vision of the OCS Department highlighting future needs to continue providing adequate services to the community.

Thank you for your consideration in this matter. Should you have any additional questions, please feel free to contact me.

AGREEMENT

WASHTENAW, a municipal corporation, with of North Main Street, Ann Arbor, Michigan ("Count	of, 2013, by the COUNTY OF fices located in the County Administration Building, 220 ty") and THE CHARTER TOWNSHIP OF YPSILANTI, a 200 South Huron River Drive, Ypsilanti, Michigan
In consideration of the promises below,	the parties mutually agree as follows:
<u>ART</u>	ICLE I - SCOPE
warning siren, according to the specifications se	install one Federal Signal Corporation 2001 AC/DC outdoo et forth by the County in bid proposal #5814, at a mutually winship agrees to pay annual maintenance charges to the
ART	ICLE II - TERM
This agreement begins on April 1, 2013	3 and ends on April 1, 2028.
ARTICLE III - CHANGES IN S	SCOPE OR SCHEDULE OR SERVICES
Changes mutually agreed upon by the contract by written amendments signed by both	County and the Township will be incorporated into this parties.
ARTICLE IV - CH	OICE OF LAW AND FORUM
This contract is to be interpreted by the for litigation arising out of this contract is in Was	laws of Michigan. The parties agree that the proper forum shtenaw County, Michigan.
ARTICLE V - I	EXTENT OF CONTRACT
This contract represents the entire agre representations, negotiations or agreements where the second secon	eement between the parties and supersedes all prior nether written or oral.
ATTESTED TO:	WASHTENAW COUNTY:
By: Lawrence Kestenbaum (DATE) County Clerk/Register	By: Verna J. McDaniel (DATE) County Administrator
APPROVED AS TO FORM:	YPSILANTI TOWNSHIP:
By: Curtis N. Hedger (DATE) Corporation Counsel	By: Brenda Stumbo, Supervisor (DATE) Charter Township of Ypsilanti

Zimbra

nwyrybk@ytown.org

Thu, Mar 21, 2013 11:39 AM

Fwd: Outdoor Warning Siren

From: Nancy Wyrybkowski

<nwyrybk@ytown.org>

Subject: Fwd: Outdoor Warning Siren

To: Nancy Wyrybkowski

<nwyrybk@ytown.org>

From: "Eric R. Copeland" <ecopeland@ytown.org>

To: "YT-Nancy Wyrybkowski" <nwyrybk@ytown.org>

Cc: "Karen Lovejoy Roe" <klovejoyroe@ytown.org>, "Brenda Stumbo"

<bstumbo@ytown.org>

Sent: Friday, March 15, 2013 10:18:39 AM

Subject: Fwd: Outdoor Warning Siren

Nancy, attached is the Outdoor Warning Siren contract with Washtenaw County for Brenda to sign & return that will at no cost provide the Township another warning siren in the West Willow/Wiard/State area provided we assume the annual maintenance costs as contained in Fire Dept - Equipment Maintenance line item: 206-206-000-933.000.

Thanks,

Chief Copeland

OTHER BUSINESS