

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MAY 20, 2014 REGULAR MEETING**

The meeting was called to order by Supervisor Brenda L. Stumbo, at approximately 7:07 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer was observed.

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

Members Absent: None

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

David Rutledge, State Representative 54th District expressed a request, which he also presented in writing, to consider postponing the 2nd Reading of the Parental Responsibility/Truancy Ordinance. He stated the schools did not have systems in place to deal with the Ordinance and had no internal mechanism in place to notify parents of absences.

Supervisor Stumbo explained there had been a gross miscommunication regarding this issue.

Arloa Kaiser, Township Resident voiced her concerns regarding the Road Commission's request for the 1 mil. for road repairs.

Victor Dobrin, Township Resident introduced himself as a candidate for County Commissioner.

Claudia Young, Township Resident supported David Rudledge's request to table the Truancy Ordinance.

Rod Casey, Township Resident thanked the Board for the job they were doing in the Township. He voiced his concern, as a grandparent, regarding the Ordinance.

Joseph Alexander, Township Resident and Dispute Resolution volunteer provided further information on the Dispute Resolution Center. He said there are offices in schools and the Sheriff's Department has recruited 50 volunteers to guard the halls. He asked for more time to concur with all the entities involved in this matter.

Mittie McMasters, Township Resident asked for an explanation regarding duties being assigned to Trustee Eldridge regarding the golf course.

Supervisor Stumbo provided a brief explanation on the discussion that had taken place in the Work Session regarding the golf course agenda item.

Ameir Alexander, Township Resident asked if a needs assessment had been done regarding the truancy issue.

Supervisor Stumbo explained she was unsure what actions the School District had actually taken. She reported that the Township had met with every principal from Ypsilanti and Lincoln School, the Superintendent, our Attorney and the Sheriff's Deputy on duty. She explained they discovered students in the first, second and third grades were missing over thirty days of school. Supervisor Stumbo said she thought the schools didn't expect the Township to move as quickly as they had in implementing the proposed ordinance, but the Township had considered it a high

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priority. She said the principals were very concerned and reported they had tried to reach out to the parents but those conversations were not received.

CONSENT AGENDA

A. MINUTES OF THE APRIL 15, 2014 WORK SESSION, REGULAR MEETING AND EXECUTIVE SESSION

B. STATEMENTS AND CHECKS

C. APRIL 2014 TREASURER REPORT (see attached)

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

SUPERVISOR REPORT

No report

CLERK REPORT

Clerk Lovejoy Roe briefly reported the May 6, 2014 Special Election had run smoothly, and reported there were 13,949 "Yes" votes and 5,783 "No" votes throughout the three jurisdictions and that election workers were still needed for the August election.

She reported the Habitat for Humanity project in the Holmes neighborhood was well attended by volunteers

She and Supervisor Stumbo had attended a new business, Ferris Processing on E. Michigan Avenue, now accepting scrap metal for competitive pricing

- **MAY 6, 2014 ELECTION**-The special AAATA millage election went smoothly. AAATA millage results are: 13,949 yes and 5,783 no. The combined number of voters from the Cities of Ann Arbor and Ypsilanti along with Ypsilanti Township was 19,732. The three jurisdiction's voters supported the AAATA millage by 70.69%, with 29.31% voting against the millage. In Ypsilanti Township there were a total of 3,850 voters with 2,375 supporting the millage and 1,475 voting against the millage. In Ypsilanti Township 62% of the voters voted yes and 38% voted no. The combined turnout from the three jurisdictions was 12.72%. The Ypsilanti Township voter turnout was 9.58%.
- **AUGUST 5, 2014 PRIMARY ELECTION**-Plans and preparations are underway in the Clerk's office for the August 5, 2014 Primary Election. The last day to register to vote for the August Primary Election is Monday, July 7, 2014. Absentee ballots will be available the 4th week in June. All election inspectors are required to attend certification training prior to the August election. The township will host two election inspector training workshops that will be conducted by Washtenaw County.
- **CLARK TOWERS**- Clerk Lovejoy Roe along with Deputy Supervisor Keen and Fire Chief Copeland attended the Clark Towers Neighborhood Watch meeting on Wednesday, April 23, 2014. This was the first meeting in a few years and was very well attended with standing room only. The Sheriff's Department was present along with Crime Prevention Security and Clark Towers Management. The meeting was extremely beneficial with the Sheriff's Department explaining the need to call 911 and other measures to insure the safety of all the residents of Clark Towers. The various presenters answered many questions from the residents. Everyone expressed a commitment to attend future meetings and to be a part of making Clark Towers safe.
- **HABITAT FOR HUMANITY**-On Saturday, April 26, 2014 Habitat for Humanity and about 50 volunteers worked on homes in the Holmes Road neighborhood. The team of volunteers cleaned yards, picked up trash, performed outside maintenance and other tasks as needed by the residents. It was an extremely fruitful day.

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- **YANKEE AIR MUSEUM-DEPARTMENT OF ENVIRONMENTAL QUALITY VISIT**-On Friday, May 2, 2014 Clerk Lovejoy Roe attended an event at the Yankee Air Museum that was organized to welcome the State of Michigan Department of Environmental Quality Director to the RACER/GM demolition site and the future home of the Yankee Air Museum. It was a great event and a chance for the Yankee Air Museum to shine and to display their great planes. The event ended with a B-12 taking off which several participants got the opportunity to take a ride of a lifetime in including JoAnn McCollum, West Willow Resident and Clerk Lovejoy Roe.
- **VETERAN'S COMING HOME EVENT**-On Saturday, May 3, 2014 Clerk Lovejoy Roe along with UAW Local 898 Veterans Committee and many local residents joined with Pulte Homes in the ground breaking of a new home presented to Sgt. Hemwall in Creekside South. Pulte Homes has a program called Operation Finally Home where they give Veterans a new home. Sgt. Hemwall is a decorated Veteran who was injured in Afghanistan. He has a beautiful family and will soon call Ypsilanti Township his home. It was a grand day and the event was well attended by Ypsilanti Township residents, Pulte employees, Veterans groups and UAW Local 898 members.
- **FERROUS GRAND OPENING**-Planning and Development Director Joe Lawson, Supervisor Stumbo and Clerk Lovejoy Roe attended the grand opening of a new business on East Michigan Ave. on Wednesday, May 7, 2014. Ferrous is a metal recycling facility. The new owners have done a great job of cleaning up the property and renovating the building. The plans are to invest approximately \$900,000 in renovations and equipment for this new business.
- **TUB GRINDER TG 5000 PRESENTATION AT THE COMPOST SITE**-On Tuesday, May 13, 2014 Supervisor Stumbo and Clerk Lovejoy Roe visited the compost site for a presentation of a new and large tub grinder. This grinder will double the output of material at the compost site. Carl Rowsey, Compost Site Manager explained the savings that the trade-in of the old grinder will provide and the need for the new grinder. He also shared that the price for the new grinder will be much lower than if the purchase is delayed until next year. New rules and regulations go in effect next year which will cause the price of the grinders to rise substantially over the cost for grinders built under the older regulations. The purchase of a new grinder will be present to the Township Board at the May 20, 2014 board meeting for consideration.
- **LUNCH AND LEARN DOCUMENT MANAGEMENT PRESENTATION**-Supervisor Stumbo and Clerk Lovejoy Roe attended a presentation on Docuware software on Wednesday, May 14, 2014. It was a great presentation and a lot was learned in preparation of purchasing document management software for Ypsilanti Township.
- **REIMAGINE WASHTENAW**-Clerk Lovejoy Roe and Development and Zoning Director Joe Lawson attended the Re-Imagine Washtenaw meeting on Wednesday, May 13, 2014. Several items were discussed including the future of the Re-Imagine Washtenaw group. Funding for the staff that serves the Re-Imagine Washtenaw group ends this year. Discussion included ideas for long-term funding and how to approach the various township boards and city council members along with Washtenaw County Commissioners to find a way to fund this group and to continue the efforts to improve Washtenaw Ave. Updates on the visit to Cleveland and the look at transit in this city were presented. The recent MDOT survey of Washtenaw Ave. and walkability was also shared with the group. It was agreed to work on bringing the elected parties together to discuss strategies for funding over the next two years.

TREASURER REPORT

Treasurer Doe reported the Dog Clinic would be held June 14, 2014, from 9:00 a.m. – 12:00 noon. He explained it would be a drive-through clinic.

TRUSTEE REPORT

No Report

ATTORNEY REPORT

A. CLARK EAST TOWERS STATUS UPDATE

Attorney Winters asked National Church Resident Attorney, Dan Stanley to identify the NCR team attending the Board Meeting. He introduced Pam Monroe,

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who had spoken on NCR's behalf at the last Township Board Meeting on April 15, 2014; Karen Twynam, Deborah Muchmore, Robyn Warden and Makida Hunt, all representing NCR.

Attorney Winters provided an update on the status of Clark East Towers:

- He stated the Township and Washtenaw County Sheriff's Department would continue to be involved in the on-site security to insure safety to the residents
- He said security cameras were to be installed for better protection
- NCR had also agreed to help the Township address the increased "Calls for Service" by contributing an annual payment of \$20,400, in addition to the PILOT payment to offset costs.
- He reported that after a conference call between the Township, NCR and HUD a decision was reached that effective April 10, 2014, Clark East Towers would no longer lease to anyone under the age of 62, unless meeting the handicapped requirements
- The Township had been granted access for inspections to ensure compliance with Ypsilanti Township Codes
- Need an understanding in place for dispute resolution
- Issue of work being done at Clark East Towers without permits had been resolved with the contractor delivering a check to the Township for \$20,000 to cover those permit fees
- NCR had agreed to submit a set of plans that insured windows had been installed per the Township requirement

Attorney Winters requested the Board to accept the recommendations he had incorporated into a Municipal Services Agreement.

Supervisor Stumbo asked if the Township would be notified regarding the status of the on-site security and was told NCR made a commitment to keep the Township informed of their actions.

Pam Monroe, NCR representative said they were very appreciative the Township had allowed NCR to work through the issues facing Clark East Towers. She reported on the status of the bedbug infestation treatment and hoped to present a certificate to the Township stating they were bedbug free in a little over thirty days from now. Supervisor Stumbo asked for a weekly update regarding that issue.

Carol Barner, Clark East Towers Resident said she loved her apartment and wanted to be able to stay, since she was only 60 years of age, but had a disability.

A gentleman that did not give his name said he moved out of Clark East Towers because the back door had been locked and in his opinion, this created a safety issue.

Carolyn Chadwick, Clark East Towers Resident for almost three years, said the management at Clark East Towers had done an awesome job.

Pam Monroe addressed the issue of the back door and stated they had locked the door after meeting with the Fire Marshal and obtaining his permission. She said a meeting had taken place to inform the residents.

Supervisor Stumbo read an email from a resident at Clark East Towers, that was unable to attend the Board Meeting due to illness and planned to move to Battle Creek because of the treatment and issues existing there.

Supervisor Stumbo said the residents had reported improvements in the last thirty days.

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A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to authorized Attorney Winters to move forward with a Municipal Services Agreement with NCR. The motion carried unanimously.

Clerk Lovejoy Roe thanked the residents for coming forward to make a difference in the Clark East Towers. She requested NCR to provide their Capital Improvement Plan.

OLD BUSINESS

1. 2ND READING RESOLUTION NO. 2014-13, PROPOSED ORDINANCE NO. 2014-436, PARENTAL RESPONSIBILITY SCHOOL TRUANCY (FIRST READING HELD AT THE APRIL 15, 2014 REGULAR MEETING)

Clerk Lovejoy Roe stated she had received a request from Scott Menzel , Superintendent of Ypsilanti Community Schools and State Representative David Rutledge to table the 2nd Reading until such time a follow-up meeting can be convened to discuss a few small changes in the proposed ordinance.

Trustee Scott Martin asked if anyone who had made this request was present in the meeting. He said he was personally having a hard time delaying the 2nd Reading on the proposed ordinance. Mr. Martin reported he had experienced a break-in at his home last week by two students who were reportedly skipping school. He was quite concerned since two firearms were taken in the incident and then taken into school. He stated he would be willing to table the 2nd Reading for thirty days.

Trustee Eldridge elaborated on Trustee Martin's comments. He felt it was disheartening that two students were allowed to come in late to the high school, check in and register to go to class, using a false name and not one responsible adult asked to verify their identification or question why they were carrying four loaded duffle bags. He also expressed his opinion that the School Board Superintendent had been disingenuous in reporting he had no idea what was taking place with this proposed ordinance. He reiterated they had come, with other officials to ask the Township Officials for assistance. He explained the Township Board then had acted in good faith, researched other districts and crafted a resolution to assist the School District and community to put kids back in school. He also voiced his disappointment that no school officials were here to speak to the issue this evening. He stated the proposed ordinance differed very little from an Ordinance that was already in place. Trustee Eldridge agreed that he was willing to table the 2nd Reading, but no longer than thirty days.

Arloa Kaiser stated her opinion that the school should be taking care of this issue.

Rod Casey asked the Board to thoroughly research if this action would cut down on crime and bring up the attendance rate in schools.

Monica Ross-Williams, Township Resident thanked Trustee Eldridge for explaining the inconsistencies regarding the media reports. She explained she lived in the Van Buren School District and hoped they would be included in this discussion.

Joseph Alexander said it was hard for parents to be responsible when they are unaware their child had gone out the back door whenever they had dropped them off at the front door.

Victor Dobrin commented he had come to the US from Romania in 1948 and explained his mother had been very instrumental in his education. He said there was no substitute for parent's involvement and responsibility in their children's education.

Clerk Lovejoy Roe explained that she, Supervisor Stumbo and Treasurer Doe had gone to a meeting per the request of Scott Menzel, Superintendent of Ypsilanti Community Schools to discuss the future of the properties in the School Districts that

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were not currently being used. At the end of the meeting, Supervisor Menzel shared the Truancy Ordinance, currently in effect, was not strong enough and asked for the Township's help..

Joseph Alexander said they had worked on dropping suspensions to around 60% and hoped to work on truancy issues in order to reduce the number of absences as well.

Supervisor Stumbo stated that the original request was for sixty days, which would still give time for implementation before the next school year. She called for Scott Menzel to become involved before anything else was done.

Kafa Hayes, Township Resident asked if the Township Board had any plans to get involved in a long-term security plan for the public schools.

Monica Ross-Williams asked to have the Van Buren School Superintendent, Mr. Van Tassell, involved in the discussion regarding the proposed ordinance.

Ameir Alexander asked if the Township Board could place more responsibility on the School Board to make sure everyone was aware of the information in the proposed ordinance.

Trustee Mike Martin stated truancy was not the problem rather the socioeconomic issues that continue to break down the American family and the Federal and State governments defunding public schools so there is no money to support how the American family is evolving.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to table the 2nd Reading of Resolution No. 2014-13, Ordinance No. 2014-436, Parental Responsibility School Truancy until the July 15, 2014 Board Meeting. The motion carried as follows:

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

2. 2ND READING PROPOSED ORDINANCE NO. 2014-437, BUSINESS ESTABLISHMENT PARKING (FIRST READING HELD AT THE APRIL 15, 2014 REGULAR MEETING)

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the 2nd Reading of Ordinance No. 2014-437, Business Establishment Parking (see attached). The motion carried as follows:

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

3. REQUEST OF JAMES V. DIRKES TO APPROVE A PRIVATE ROAD VARIANCE FOR PROPERTY LOCATED AT 5389 BON TERRE (PUBLIC HEARING HELD AT THE APRIL 1, 2014 REGULAR MEETING AND TABLED AT THE APRIL 15, 2014 REGULAR MEETING)

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to remove the item from the table. The motion carried as follows:

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

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve a Private Road Variance for property located at 5389 Bon Terre under the following conditions:

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- 1) The road must be restored to the 22 feet width to allow proper passage of the fire trucks**
- 2) It must be improved with a limestone lift as required by the Fire Code**
- 3) Funds, to be determined by the Charter Township of Ypsilanti Office of Community Development Department, must be set aside, in escrow, for bi-annual inspections, March and November, by the Fire Department and OCS Department to enforce all conditions regarding Variances granted on Bon Terre**
- 4) The turnaround must be increased to allow for a complete turn by the fire engine.**

Jim Dirkes, property owner stated he would like to see the width restored to 20 feet, which he believed was the original width. He didn't understand why the current requirements could be made retroactive and he felt the utilities could be affected by a wider restriction. He asked for clarification on the limestone lift, which Clerk Lovejoy Roe explained was outlined in the Fire Code. Mr. Dirkes then asked to expand the request to include the other four property owners.

Clerk Lovejoy Roe explained that everyone that lived there had a maintenance agreement as a part of their original approval. She said she personally did not want to include the other parties.

Trustee Scott Martin questioned the reluctance of the property owner to comply to the 22 feet width because he personally felt it should have be paved.

Eric Copeland, Fire Chief explained that since the time the original private road was created, the fire engines have grown in width, length and weigh more, which accounts for the difference in being able to safely navigate the road today.

Trustee Eldridge stated he drove the road this afternoon and found it hard to navigate even in his smaller SUV and echoed Trustee Scott Martin's opinion that the road should be paved.

Mr. Dirkes explained he agreed the road should be restored to the original 20 foot width and be properly maintained.

Supervisor Stumbo asked Attorney Winters for clarification on the number of homes and vacant lots on Bon Terre and a lawsuit that had taken place regarding the area.

Attorney Winters explained the lawsuit had not involved the Township but had included private third parties which resulted in the creation of lots and partitions, which had never been recognized by the Township Assessing Department. He had suggested turning the area into a Special Assessment District in order to balance the public safety, the rights of the homeowners, and the issues of putting first responders in jeopardy.

Mr. Dirkes stated he didn't understand Mr. Winters statement that the property splits weren't legal because the court of law had ruled them legal and they had been getting Township tax bills ever since. He summarized by saying there was a legitimate concern for safety, but there had been people living there for twenty years and allowing a handful more to build would not significantly change that fact.

A motion was made by Trustee Mike Martin, supported by Trustee Eldridge to call the question. The motion carried unanimously.

Clerk Lovejoy Roe repeated the motion to approve a Private Road Variance for property located at 5389 Bon Terre subject to the following conditions:

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- 1) The road must be restored to the 22 feet width to allow proper passage of the fire trucks**
- 2) It must be improved with a limestone lift as required by the Fire Code**
- 3) Funds to be escrowed to cover the cost of bi-annual inspections in March and November, by the Fire Department and OCS Department to monitor the road conditions regarding Private Road standards and all the Variances granted**
- 4) The road turnaround must be increased to allow for a complete turn by the fire engine**
- 5) Require this parcel be added to the Road Maintenance Agreement for Bon Terre with the other residents**

The motion was defeated as follows:

**Mike Martin: No Doe: No Lovejoy Roe: Yes Stumbo: No
Hall Currie: Absent S. Martin: No Eldridge: No**

NEW BUSINESS

1. BUDGET AMENDMENT #6

Clerk Lovejoy Roe read Budget Amendment #6 into the record.

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

2. REQUEST TO APPROVE DTE AGREEMENT FOR OVERHEAD REMOVAL & RELOCATION OF POLES ON GROVE ROAD IN THE AMOUNT OF \$37,364.72, BUDGETED IN LINE ITEM #101.956.000.926.050 AND TO AUTHORIZE SIGNING OF THE AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve DTE Agreement for Overhead Removal & Relocation of Poles on Grove Road in the amount of \$37,364.72, budgeted in line item #101.956.000.926.050 and to authorize signing of the agreement.

Supervisor Stumbo provided a brief description of the project.

3. REQUEST TO APPROVE DTE AGREEMENT FOR INSTALLATION OF 38 NEW UNDERGROUND AND 17 NEW OVERHEAD 135 WATT LED COBRA LIGHTS ON GROVE AND BRIDGE ROADS IN THE AMOUNT OF \$152,601.41, BUDGETED IN LINE ITEM #101.956.000.926.050 AND TO AUTHORIZE SIGNING OF THE AGREEMENT

A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve DTE Agreement for installation of 38 new underground and 17 new overhead 135 Watt LED cobra lights on Grove and Bridge Roads in the amount of \$152,601.41, budgeted in line item #101.956.000.926.050 and to authorize signing of the agreement. The motion carried unanimously.

Supervisor Stumbo explained this would not include the decorative lights because this was a four lane roadway.

4. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO APPROVE PROFESSIONAL SERVICES AGREEMENT WITH OHM FOR PRELIMINARY ENGINEERING SERVICES FOR VETERAN'S DRIVE IMPROVEMENTS PROJECT IN THE AMOUNT OF \$46,800 BUDGETED IN LINE ITEM #101.970.000.976.007 AND TO AUTHORIZE SIGNING OF THE AGREEMENT

A motion was made by Treasurer Doe, supported by Trustee Scott Martin to approve Professional Services Agreement with OHM for Preliminary Engineering Services for Veteran’s Drive Improvements Project in the amount of \$46,800 budgeted in line item #101.970.000.976.007 and to authorize signing of the agreement.

Supervisor Stumbo explained Veteran’s Drive was the roadway that began at the entrance to the Civic Center and continued on to the library. She said that since the AAATA millage had passed, the Civic Center and library would be added to the route, but the road needed to be improved and bus stops added.

The motion carried unanimously.

5. REQUEST TO APPROVE ASSIGNING TEMPORARY, ADDITIONAL DUTIES TO TRUSTEE ELDRIDGE TO GREEN OAKS GOLF COURSE FOR A PERIOD OF SIXTY (60) DAYS WITH A STIPEND OF \$20.00 AN HOUR, NOT TO EXCEED 40 HOURS IN SEVEN DAYS, BUDGETED IN LINE ITEM #584.584.000.702.002

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to allow Trustee Eldridge to abstain.

Supervisor Stumbo explained this vote involved a monetary element, therefore Trustee Eldridge was allowed to abstain.

The motion for carried as follows:

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

A motion was made by Trustee Scott Martin, supported by Clerk Lovejoy Roe to approve assigning temporary, additional duties to Trustee Eldridge to Green Oaks Golf Course for a period of sixty (60) days with a stipend of \$20.00 an hour, not to exceed 40 hours in seven days, budgeted in line item #584.584.000.702.002.

Supervisor Stumbo stated the Golf Pro Shop faced some challenges since the sudden retirement of Leon Jackson and the implementation of a new software system. She stated the goals for the position, to be filled by Trustee Eldridge would include his recommendations regarding changes in policy and capital improvements, the oversight of the Golf Pro Shop, working with the Green’s Commission and the efficient operation the golf course.

Treasurer Doe stated the last two meetings of the Greens Commission had made it very clear there would be no free golf and a policy was being implemented regarding payment for employee golfing. He further stated the Greens Commission had never given authority to have five people in a foursome. He said these were some of the reasons Trustee Eldridge had been approached to help.

Trustee Mike Martin stated his belief that only privately owned golf courses allowed people to play for free and he felt a municipal course, such as Green Oaks should never allow anyone to play for free.

The motion carried unanimously.

6. REQUEST TO APPROVE PRELIMINARY L-4029, 2014 TAX RATE REQUEST AND TO AUTHORIZE SIGNING

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A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve Preliminary L-4029, 2014 Tax Rate Request and to authorize signing. The motion carried unanimously.

7. REQUEST TO APPROVE 2014 YPSILANTI TOWNSHIP AGREEMENT WITH WASHTENAW COUNTY ROAD COMMISSION, IN THE AMOUNT OF \$22,843.62, BUDGETED IN LINE ITEM #212.212.000.818.006 AND TO AUTHORIZE SIGNING OF THE AGREEMENT

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approved 2014 Ypsilanti Township Agreement with Washtenaw County Road Commission, in the amount of \$22,843.62, budgeted in line item #212.212.000.818.006 and to authorize signing of the agreement. The motion carried unanimously.

8. REQUEST OF KAREN WALLIN, HR DEPARTMENT TO APPROVE FIREFIGHTER LOCAL 1830, 2014-2016 BARGAINING UNIT AGREEMENT CONTINGENT UPON RATIFICATION BY UNION BODY

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approved Firefighter Local 3451, 2012017 Bargaining Unit Agreement contingent upon ratification by Union Body.

Supervisor Stumbo asked Attorney Winters provide a review of contract negotiations, which follows:

“Actually the Township Board did go into Executive Session this evening and we went through chapter and verse, the changes in the proposed tentative agreement. Like I said during the Executive Session, I think the Township has the best Fire Department in Washtenaw County. I really believe that. I believe the men and women who make up the Township Fire Department have performed, over the time I have been here, in a very, very professional, selfless act of courage. Even though the negotiations sometimes take on a different tone, nothing was said that was any way personal. It was always professional and I am very proud to see our Fire Department make the changes that are going to lead to its sustainability.”

“So all that aside, what does it really mean in regards to a new contract. It is a three year contract. It is going to be a two tier system for those who are hired after January 1, 2014, which obviously has come and gone. We currently have two vacancies in the Fire Department that need to be filled as soon as possible. The first two years there will be a 0% increase, or no increase for the firefighters. In year three, 2016, there is a 3% increase in wages for the firefighters. The 3% increase for the existing firefighters, is still 3%, but obviously it will be more because the two tier system for new Township firefighters are coming in at a lower hourly rate. In addition to the change regarding the hourly rate between the new and the existing, there are significant changes to other issues.”

“First, all of us are aware that we actually have in place, what has been referred to as DROP Program, that’s Deferred Retirement Option Program. The existing, eligible firefighters will still be allowed to go into the DROP Program after twenty-five years of service. The new firefighters will not be able to go into the DROP Program. In addition the firefighters who do go into the DROP Program will start to pay 4% toward their health care, which is consistent with those who remain active firefighters. “

“In addition changes will be made in our health care program. The new firefighters will no longer have a retiree health care plan as it currently exists. Instead there will be an establishment of a health care savings program. They will contribute \$50.00 per pay period that will be matched by the Township as a ten year vesting requirement in regard to benefits from the Township’s contributions.”

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“In addition new firefighters that come into the Township will be paying a 20% difference, if they elect to go beyond the single coverage, in other words, coverage of two persons or a family rate, there’s a significant difference in what that costs the Township. If a firefighter wishes to have a family rate program, he or she will have to pay the 20% difference of that premium.”

“In regards to retirement issues, there currently exists a 3% multiplier that’s used to calculate the retirement benefits for a current firefighter that will be reduced to 2.35% for the new firefighters.”

“In addition, the way the Township currently pays longevity to current firefighters will change significantly for new firefighters. Currently there are certain longevity steps that are reached by firefighters in which, at the end of five years, or ten years or fifteen years the increase is rolled into their hourly-based rate. That would no longer be the case, new firefighters would receive a flat rate longevity pay and for five years they would receive \$500, after ten years, they would receive \$1,000 and it continues on in those incremental steps, which is a significant change from how it’s been done in the past.”

“I think also, the firefighters recognize that because the caliber of new firefighters that will probably be applying for new jobs in the Township, that there is a reduction in the orientation time period and also a reduction in the shift orientation time period from sixty calendar days to thirty calendar days. In the case of the shift reduction, the forty hour orientation time period has been reduced from four weeks to two weeks.”

“There are a number of other savings and other changes that were mentioned in the Work Session, I know the hour is getting late. We also made reference, in the Work Session or Executive Session, that the firefighters took a cut back in 2013 in regard to their sick time and their vacation time will be restored to 75% percent of what it was back in previous contract years. Right now it’s at 50% of what it used to be. It will be restored at 75%, effective on December 31, 2016.”

“I think right now that I can probably go on, but probably I shouldn’t because I think I’ve covered the highlights. I will say right now that while I think that every negotiation is one that people are not necessarily 100% happy with on both sides. I think in this case, both sides recognize that there were some significant changes that will be occurring within the Fire Department that will insure, in our opinion, it’s sustainability, at the same time it also remains competitive so that we will attract the high caliber firefighter professionals that the Township has been used to seeing over the years.”

“And so, I again, for all the reasons I stated in the Executive Session and briefly this evening, would highly recommend the Township Board approve this proposed, tentative agreement, contingent upon it being approved likewise by Local 1830. I’d like to thank all the guys I met during the time and process.”

Mike Houghton, President of the Ypsilanti Township Firefighters Local 1830 thanked the Board for allowing Treasurer Doe to be a part of negotiations. He stated he represented his membership in pointing out some key facts. He presented his concerns regarding staffing numbers going down, the volume of fire and medical runs increasing, a larger area to cover with Mutual Aid and finally the risk of cancer to the firefighters. He stated there were currently two vacancies in the Fire Department.

Supervisor Stumbo asked how long negotiations had taken. Attorney Winters and Mike Houghton stated it only took six months this time versus the two years for the last negotiation.

Mr. Houghton explained this was the first time there had been a mediator come into the negotiations and he felt it had been helpful to the process.

**CHARTER TOWNSHIP OF YPSILANTI
MAY 20, 2014 REGULAR MEETING MINUTES
PAGE 12**

Supervisor Stumbo expressed her appreciation to the leadership from the Union, the Fire Chief, the attorney, Karen Wallin, the Accounting Director and Larry Doe, who had acted as mediator.

Eric Copeland, Fire Chief explained that bringing the agreement to the Board was the first step in a three-step process. After the Board's approval, the agreement would go back to the Union and be posted for fifteen days before their vote and if approved, active hiring would begin.

Trustee Mike Martin asked if this agreement had the full support of the Union negotiating committee. Mr. Houghton said he believed it did.

The motion carried unanimously.

9. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE CONTRACTS WITH WASHTENAW COUNTY SHERIFF'S DEPARTMENT TO FACILITATE COLLABORATIVE SHARING OF SCHOOL RESOURCE DEPUTIES FOR SUMMER MONTHS WITH LINCOLN CONSOLIDATED SCHOOLS AND YPSILANTI COMMUNITY SCHOOLS IN THE AMOUNT OF \$52,280.70, BUDGETED IN LINE ITEM #266.301.000.831.008 AND TO AUTHORIZE SIGNING OF THE CONTRACTS

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve contracts with Washtenaw County Sheriff's Department to facilitate collaborative sharing of School Resource Deputies for summer months with Lincoln Consolidated Schools and Ypsilanti Community Schools in the amount of \$52,280.70, budgeted in line item #266.301.000.831.008 and to authorize signing of the contracts. The motion carried unanimously.

10. REQUEST OF YPSILANTI TOWNSHIP GREEN'S COMMISSION TO APPROVE RECOMMENDATION TO IMPLEMENT ANNUAL TRAIL FEE OF \$250.000 FOR PRIVATELY OWNED GOLF CARTS STORED AT THE COURSE

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Ypsilanti Township Green's Commission request to implement the annual Trail Fee of \$250.00 for privately owned golf cards stored at the course. The motion carried unanimously.

11. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO APPROVE THE TOWNSHIP'S PORTION OF THE TEXTILE ROAD NON-MOTORIZED PATHWAY IN THE AMOUNT OF \$90,528.72, BUDGETED IN LINE ITEM #212.940.000.997.000

A motion was made by Treasurer Doe, supported by Trustee Hall Currie to approve the Township's portion of the Textile Road Non-Motorized Pathway in the amount of \$90,528.72, budgeted in line item #212.940.000.997.000. The motion carried unanimously.

12. REQUEST OF JOE LAWSON, PLANNING DIRECTOR APPROVE ADOPTION OF THE 2014 MASTER PLAN UPDATE

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to table the adoption of the 2014 Master Plan Update until the July 15, 2014 Board Meeting. The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MAY 20, 2014 REGULAR MEETING MINUTES
PAGE 13**

13. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO AUTHORIZE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 1236 RIDGE ROAD AND 2490/2494 E. MICHIGAN AVENUE, BUDGETED IN LINE ITEM #101.950.000.801.023

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to authorize legal action in Washtenaw County Circuit Court to abate public nuisance for properties located at 1236 Ridge Road and 2490/2494 E. Michigan Avenue, budgeted in line item #101.950.000.801.023. The motion carried unanimously.

OTHER BUSINESS

Supervisor Stumbo explained the State Legislature approved a law in December 2012 that allowed the School Boards to increase the Bond Millage. The proposed increase for Lincoln School District was 1.98, Ypsilanti High School 1.50 and Willow Run 2.70. She stated this was a result from a State law that had been amended, not any action from the Township.

AUTHORIZATIONS AND BIDS

1. REQUEST OF CARL ROWSEY, COMPOST SITE COORDINATOR TO PURCHASE 2014 TG 5000 TUB GRINDER FOR \$498,000, LESS THE TRADE-IN OF \$165,000 FOR THE 2005 HORIZONTAL HG 6000 GRINDER AND A \$10,000 IN-STORE CREDIT FOR WEARABLE ITEMS, BUDGETED IN 590.590.000.977.000

A motion was made by Treasurer Doe, supported by Trustee Scott Martin to approve request of Carl Rowsy, Compost Site Coordinator to purchase 2014 TG 5000 TUB Grinder for \$498,000, less the Trade-In of \$165,000 for the 2005 Horizontal HG 6000 Grinder and a \$10,000 In-Store Credit for Wearable Items, budgeted in 590.590.000.977.000.

Carl Rowsey, Compost Site Coordinator provided a brief report regarding the increase in productivity at the Compost Site and how the new grinder would further the productivity.

Trustee Scott Martin complimented Mr. Rowsey on following the capital improvement program and doing a good job with the center.

Supervisor Stumbo voiced her appreciation to Mr. Rowsey for a job well done and explained this expense was coming from the fund balance from the Compost Site.

Clerk Lovejoy Roe presented a brief history, including the hard time they had before Mr. Rowsey took the position. She also complemented him for a job well done.

The motion carried unanimously.

2. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO AUTHORIZE TRAVIS MCDUGALD, IS MANAGER TO RECYCLE AND DISPOSE OF USED HARDWARE AND EQUIPMENT ON AN ONGOING BASIS THROUGHOUT THE YEAR

A motion was made by Treasurer Doe, supported by Trustee Eldridge to authorize Travis McDugald, IS Manager to recycle and dispose of used hardware and equipment on an ongoing basis throughout the year and to authorize a public auction if necessary. The motion carried unanimously.

3. **REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE THE PURCHASE FROM D&B FOR THE REPLACEMENT OF UNINTERRUPTIBLE POWER SUPPLY IN THE CIVIC CENTER DATA ROOM, IN THE AMOUNT OF \$14,456, BUDGETED IN LINE ITEM #101.266.000.977.000 (REQUEST TO SEEK PROPOSALS APPROVED AT THE APRIL 15, 2014 REGULAR MEETING)**

A motion was made by Trustee Eldridge, supported by Trustee Hall Currie to approve the purchase from D&B for the replacement of Uninterruptible Power Supply in the Civic Center Data Room, in the amount of \$14,456, budgeted in line item #101.266.000.977.000. The motion carried unanimously.

Supervisor Stumbo thanked Mike Radzik for all of his efforts and time on behalf of Ypsilanti Township.

4. **REQUEST OF RON FULTON, BUILDING DIRECTOR TO AWARD THE LOW BID FOR INTERIOR PRE-CONSTRUCTION DEMOLITION RELATED TO THE POLICE FACILITY RENOVATION PROJECT LOCATED AT 1501 S. HURON STREET TO A&R TOTAL CONSTRUCTION IN THE AMOUNT OF \$4,730.00, BUDGETED IN LINE ITEM #101.970.000.975.266 (REQUEST TO SEEK BIDS APPROVED AT THE APRIL 15, 2014 REGULAR MEETING)**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to award the low bid for Interior Pre-Construction Demolition related to the Police Facility Renovation Project located at 1501 S. Huron Street to A&R Total Construction in the amount of \$4,730.00, budgeted in line item #101.970.000.975.266. The motion carried unanimously.

Supervisor Stumbo stated that Ron Fulton had announced his retirement. She thanked him for a job well done and said how much she appreciated his service over the years.

ADJOURNMENT

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

The meeting adjourned at approximately 9:57 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**OFFICE OF THE TREASURER
LARRY J. DOE**



**MONTHLY TREASURER'S REPORT
APRIL 1, 2014 THROUGH APRIL 30, 2014**

Account Name	Beginning Balance	Cash Receipts	Cash Disbursements	Ending Balance
101 - General Fund	3,709,765.53	713,801.92	868,353.35	3,555,214.10
101 - Payroll	148,095.88	700,086.52	693,787.05	154,395.35
101 - Willow Run Escrow	141,855.52	23.32	0.00	141,878.84
206 - Fire Department	462,850.25	17,250.66	285,517.62	194,583.29
208 - Parks Fund	12,677.02	0.28	1,250.62	11,426.68
212 - Roads/Bike Path/Rec/General Fund	1,012,836.17	922.42	10,064.59	1,003,694.00
225 - Environmental Clean-up	444,248.29	10.75	0.00	444,259.04
226 - Environmental Services	1,486,393.86	2,483.46	208,918.84	1,279,958.48
230 - Recreation	228,254.90	39,740.99	72,099.07	195,896.82
236 - 14-B District Court	184,972.22	123,017.92	73,672.54	234,317.60
244 - Economic Development	67,167.18	1.63	0.00	67,168.81
248 - Rental Inspections	128,912.41	15,943.16	11,092.46	133,763.11
249 - Building Department Fund	412,293.00	31,934.09	25,489.16	418,737.93
250 - LDFA Tax	229,445.39	5.55	200,000.00	29,450.94
252 - Hydro Station Fund	879,655.76	54,649.33	20,678.88	913,626.21
266 - Law Enforcement Fund	229,115.36	501,456.22	525,761.87	204,809.71
280 - State Grants	18,380.39	0.44	0.00	18,380.83
301 - General Obligation	221,739.79	16.71	0.00	221,756.50
396 - Series "A" Bond Payments	6,728.43	0.16	0.00	6,728.59
397 - Series "B" Cap. Cost of Funds	23,965.00	0.57	4,312.50	19,653.07
398 - LDFA 2006 Bonds	47,665.79	200,000.00	177,428.75	70,237.04
498 - Capital Improvement 2006 Bond Fund	336,109.58	55.25	0.00	336,164.83
584 - Green Oaks Golf Course	150,126.64	70,069.42	50,106.88	170,089.18
590 - Compost Site	1,330,269.55	11,955.16	15,579.85	1,326,644.86
595 - Motor Pool	282,627.62	6.74	35,085.87	247,548.49
701 - General Tax Collection	32,129.06	72,930.07	15,494.23	89,564.90
703 - Current Tax Collections	16,377,708.07	513,007.74	1,011,240.25	15,879,475.56
707 - Bonds & Escrow/GreenTop	848,798.63	2,288.55	1,235.75	849,851.43
708 - Fire Withholding Bonds	43,134.38	8,300.44	13,129.00	38,305.82
893 - Nuisance Abatement Fund	47,959.53	943.37	559.52	48,343.38
ABN AMRO Series "B" Debt Red. Cap.Int.	23,107.87	0.55	1,193.71	21,914.71
GRAND TOTAL	29,568,989.07	3,080,903.39	4,322,052.36	28,327,840.10

CHARTER TOWNSHIP OF YPSILANTI

ORDINANCE NO. 2014 - 437

An Ordinance to Amend the Charter Township
of Ypsilanti's Code of Ordinances, Chapter
58 Article IV entitled Parking

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

Add the following new provision to Chapter 58 Article IV entitled Parking:

1. It shall be unlawful for a driver to park a vehicle in a parking space designated for parking by a business establishment within the township, and to then leave the vehicle parked on the premises, unless the driver is actively engaged in conducting business with the business establishment providing the parking space. This subsection shall not apply to any area or any property where the driver must pay to park his vehicle.
2. It shall be unlawful for a driver to park a vehicle in a parking space provided by a business establishment for extended periods of time, even though the driver remains in the vehicle, without conducting business in the business establishment providing the parking space, or to engage in a deliberate act of blocking the parking spaces from other possible use by other persons who may desire to conduct business at the business establishment.

Severability

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

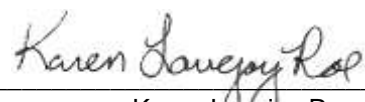
Publication

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

Effective date

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2014-437 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on May 20, 2014 after first being introduced at a Regular Meeting held on April 15, 2014. The motion to approve was made by member Roe and seconded by member Eldridge. Yes: Mike Martin, Eldridge, Currie, Scott Martin, Stumbo, Roe, Doe. NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Published: May 29, 2014

CHARTER TOWNSHIP OF YPSILANTI

2014 BUDGET AMENDMENT #6

May 20, 2014

101 - GENERAL OPERATIONS FUND

Total Increase

\$989,829

Increase the budget for the purchase of dog license tags by \$650. In order to receive the best discount the Treasurer needed to order 3000 tags for \$1,050. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$650
		Net Revenues	<u><u>\$650</u></u>
Expenditures:	Dog licenses	101-253-000-753.000	\$650
		Net Expenditures	<u><u>\$650</u></u>

Increase the budget to purchase and replace the Uninterruptible power supply (UPS) unit. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$14,456
		Net Revenues	<u><u>\$14,456</u></u>
Expenditures:	Equipment	101-266.000-977.000	\$14,456
		Net Expenditures	<u><u>\$14,456</u></u>

Increase the budget for maintenance property and right of way to mow foreclosed properties and other properties considered "noxious weeds" that we can not get reimbursed. This is an anticipated increase in 31% mowing of noxious weeds in the Township from prior year. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$25,000
		Net Revenues	<u><u>\$25,000</u></u>
Expenditures:	Maint Property & Right of Way	101-950-000-880.001	\$25,000
		Net Expenditures	<u><u>\$25,000</u></u>

Increase Street Light budgets to pay DTE for the permanent line removal/relocation of poles on Grove Road in the amount of \$37,364.72 and for 38 new underground & 17 new overhead lights installed starting at the intersection of Grove Road and Emerick Street continuing on Grove until south on Bridge in the amount of \$152,601.41. (see Contract and Exhibits) Then to increase annual operations of street lighting by \$15,756. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$205,723
		Net Revenues	<u><u>\$205,723</u></u>
Expenditures:	Street lighting Non Assessable	101-956.000.926.000	\$15,756
	Street light Construction non assessable	101-956.000-926.050	\$189,967
		Net Expenditures	<u><u>\$205,723</u></u>

Increase the budget for the interior pre-construction demolition, refurbishing and remodeling and the resurfacing of the parking lot at the Huron Police Station estimated at \$250,000. All RFP's and approval requests will still come to the Board for separate approval as per the Township's Financial Policy. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$250,000
		Net Revenues	<u><u>\$250,000</u></u>
Expenditures:	Cap Outlay - Huron Police Station	101-970-000.975.266	\$250,000
		Net Expenditures	<u><u>\$250,000</u></u>

CHARTER TOWNSHIP OF YPSILANTI

2014 BUDGET AMENDMENT #6

May 20, 2014

101 - GENERAL OPERATIONS FUND Continued

Increase the budget for the paving of the Veterans Drive Connection between Township and Library. This will include the design engineering, removal of existing deteriorated road and install new 6 in HMA on 6 in agg and 10 in sand sub base 24 feet wide, curb and gutter with storm sewer, 1000 feet of roadway and 400 feet of driveway. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$494,000
		Net Revenues	<u>\$494,000</u>
Expenditures:	Cap Outlay - VETERANS DRIVE	101-970-000.976.007	\$494,000
		Net Expenditures	<u>\$494,000</u>

212 - BIKE, SIDEWALK, RECREATION, ROAD AND

GENERAL OPERATIONS FUND (BSR II)

Total Increase \$115,529

Increase the budget for Connecting Communities Program - Textile Road Bike Path. The total bids on the projects are \$343,529 with a grant from Washtenaw County Parks and Recreation for \$275,000 and Township portion at \$68,529. Jeff Allen, Director of Residential Services is requesting an additional \$22,000 to cover any unforeseen circumstances. This will make the Township portion of the Textile Road Bike Path project \$90,529 (\$68,529 + 22,000). The additional Township portion will be funded by an Appropriation of Prior Year Fund Balance and a \$75,000 increase to the grant. (Current budget for grant is \$200,000 and current budget for project expenditure is \$250,000 this budget amendment is needed to bring revenue and expenditure to project levels of grant revenue at \$275,000 and project expenditures at \$365,529)

Revenues:	County Grant	212-000-000-540.000	\$75,000
	Prior Year Fund Balance	212-000-000-699.000	\$40,529
		Net Revenues	<u>\$115,529</u>
Expenditures:	Capital Outlay/Bike Paths	212-970-000-997.000	\$115,529
		Net Expenditures	<u>\$115,529</u>

230 - RECREATION FUND

Total Increase \$7,000

Increase budget of the non recurring repair and Maintenance at the Community Center for the emergency removal of raccoons in the building and the repair and clean up cause by the raccoons. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:		230-000-000-699.000	\$7,000
		Net Revenues	<u>\$7,000</u>
Expenditures:		230.751.000.931.021	\$7,000
		Net Expenditures	<u>\$7,000</u>

236 - 14B DISTRICT COURT FUND

Total Increase \$2,850

Increase budget for payout of PTO & Sick time for approved payout of accrued time at 75%. Two employees are requesting payouts over the 32 hours budgeted. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	236.000.000.699.000	\$2,850
		Net Revenues	<u>\$2,850</u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	236.136.000.708.004	\$2,850
		Net Expenditures	<u>\$2,850</u>

CHARTER TOWNSHIP OF YPSILANTI

2014 BUDGET AMENDMENT #6

May 20, 2014

248 - HOUSING & BUSINESS INSPECTION FUND

Total Increase \$1,000

Increase budget to facilitate overtime for work to catch up on backlog of rental and vacant property registrations and inspection scheduling. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	248-000.000.699.000	\$1,000
		Net Revenues	<u><u>\$1,000</u></u>
Expenditures:	Overtime	248-248-000-709.000	\$1,000
		Net Expenditures	<u><u>\$1,000</u></u>

266 - LAW ENFORCEMENT FUND

Total Increase \$4,750

Increase the budget to facilitate overtime for special neighborhood ordinance enforcement blitzes on weekday evenings and weekends. And to supplement Bill Elling for a special neighborhood ordinance enforcement project that includes coordination of project goals and supervision of others. There will be records kept of all overtime and special project hours and activities. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	266.000.000.699.000	\$4,750
		Net Revenues	<u><u>\$4,750</u></u>
Expenditures:	Overtime	266.304.000.709.000	\$2,000
	Neighborhood Watch/Enforcement	266.304.000.706.012	\$2,750
		Net Expenditures	<u><u>\$4,750</u></u>

584 - GOLF COURSE FUND

Total Increase \$7,751

Budget for the Temporary assignment of Stan Eldridge to be placed as the Overseer over the Golf Course. This will be for a 60 day period not to exceed 40 hours during a 7 day work period at \$20 per hour not to exceed \$7,200 plus employer FICA. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	584.000.000.699.000	\$7,751
		Net Revenues	\$7,751
Expenditures:	Pro shop Manager	584.584.000.702.002	\$7,200
	FICA	584.584.000.715.000	\$551
		Net Expenditures	<u><u>\$7,751</u></u>

590 - COMPOST FUND

Total Increase \$333,000

Increase equipment maintenance to purchase TG 500 Tub Grinder from Vermeer in the amount of \$333,000 after trade-in of old HG 600 grinder. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	590.000.000.699.000	\$333,000
		Net Revenues	<u><u>\$333,000</u></u>
Expenditures:	Equipment	590-590-000.977.000	\$333,000
		Net Expenditures	<u><u>\$333,000</u></u>

Motion to Amend the 2014 Budget (#6):

Move to increase the General Fund budget by \$989,829 to \$9,645,445 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Recreation, Road and General Operations (BSRII) Fund budget by \$115,529 to \$4,799,792 and approve the department line item changes as outlined.

Move to increase the Recreation Fund budget by \$7,000 to \$937,672 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund budget by \$2,850 to \$1,328,805 and approve the department line item changes as outlined.

Move to increase the Housing and Business Inspection Fund budget by \$1,000 to \$182,605 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$4,750 to \$6,622,026 and approve the department line item changes as outlined.

Move to increase the Golf Course Fund budget by \$7,751 to \$765,199 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by \$333,000 to \$1,231,618 and approve the department line item changes as outlined.



May 9, 2014

**Permanent Line Removal/Relocations
Billing Agreement**

Charter Township of Ypsilanti

Re: Removals and relocations for the Grove Pathway Project

Pursuant to providing removal of equipment at the above location, it is necessary to complete the enclosed agreement and return it to my attention at:

Detroit Edison Company
8001 Haggerty Road S.
Belleville, MI 48111
140 WW Center

The price quoted shall be in effect for the period of six (6) months from May 9, 2014. If you have any questions, please contact me at telephone number (734) 397-4017.

Sincerely

Tim Miller

Account Manager
Community Lighting



May 9, 2014

**Permanent Line Removal/Relocations
Billing Agreement**

I/We, the undersigned, hereby agree to reimburse the Detroit Edison Company, the sum of \$37,364.72. This reimbursement will be made prior to the actual start of construction. A purchase order is acceptable with terms of net 45 days.

In return for the above, The Detroit Edison Company agrees to permanently remove/relocate poles shown on attached drawing titled **"Overhead Removals and Relocations Exhibit B"**. This agreement is being implemented to minimize interference with the selected vendor building the pathway.

All conduits will be supplied and installed by Washtenaw County Road Commission per the DTE Energy specifications and oversight.

Installation, ownership and maintenance of electric services and rates, fees and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved by the Michigan Public Service Commission.

Please sign and return one of the two copies. You may retain the other copy for your file.

ACCEPTED:

Name: Dan Co. L. Stumlo

Title: Supervisor

Name: Karen Janey Raf

Title: Clerk

Date: _____

MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("Master Agreement") is made between The Detroit Edison Company ("Company") and Charter Township of Ypsilanti ("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. Master Agreement. 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 Exhibit A (a "Purchase Agreement"). 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 "Tariff"), 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. Modifications. Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.

6. Maintenance, Replacement and Removal of Equipment. In accordance with the applicable Orders of the MPSC, under the Municipal Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. 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. Contract Term. 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. Design Responsibility for Street Light Installation. The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation 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

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

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

12. Subcontractors. Company may sub-contract in whole or in part its obligations under this Agreement to install the Equipment and 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. Notices. All notices required by the Agreement shall be in writing. Such notices shall be sent to Company at The Detroit Edison Company, Community Lighting Group, 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:

The Detroit Edison Company

By: _____

Name: _____

Title: _____

Customer:

Charter Township of Ypsilanti

By: Brenda L. Stumbo

Name: Brenda L. Stumbo

Title: Supervisor

Karen Lovejoy Roe
Karen Lovejoy Roe
Clerk

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of May 20, 2014 between The Detroit Edison Company ("Company") and Charter Township of Ypsilanti ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated May 20, 2014 (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 Number:	PWO# 37909527 NA	
2. Location where Equipment will be installed:	Starting at the intersection of S. Grove Street and Emerick Street, the design goes until it intersects with Bridge Road. At the intersection, it shifts onto Bridge Road for five[5] new Underground Lights to finish the project design.	
3. Total number of lights to be installed:	38 new Underground and 17 new Overhead all having the 135 watt LED light fixture.	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	New installation includes 38 Black Code 06 steel posts mounted on a foundation with electricity fed Underground. Each new code 06 post has a new 135 watt LED light fixture attached that matches the existing 135 watt LED light fixtures. 17 new 135 watt LED light fixtures will be installed on wood poles fed from an Overhead electrical source. All existing 135 watt LED Overhead LED light fixtures are included in the new overall design.	
5. Estimated Total Annual Lamp Charges	\$15,756.10	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$199,869.70
	Credit for 3 years of lamp charges:	\$47,268.29
	CIAC Amount (cost minus revenue)	\$152,601.41
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement-Purchase Order with net 45 terms.	
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	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices	

recommended practices?	
10. Customer Address for Notices:	Karen Lovejoy Roe Charter Township of Ypsilanti 7200 S. Huron River Drive Ypsilanti Michigan 48197

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) ☐ YES ☒ 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 warranties, 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 C 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:

The Detroit Edison Company

By: _____

Name: _____

Title: _____

Customer:

Charter Township of Ypsilanti

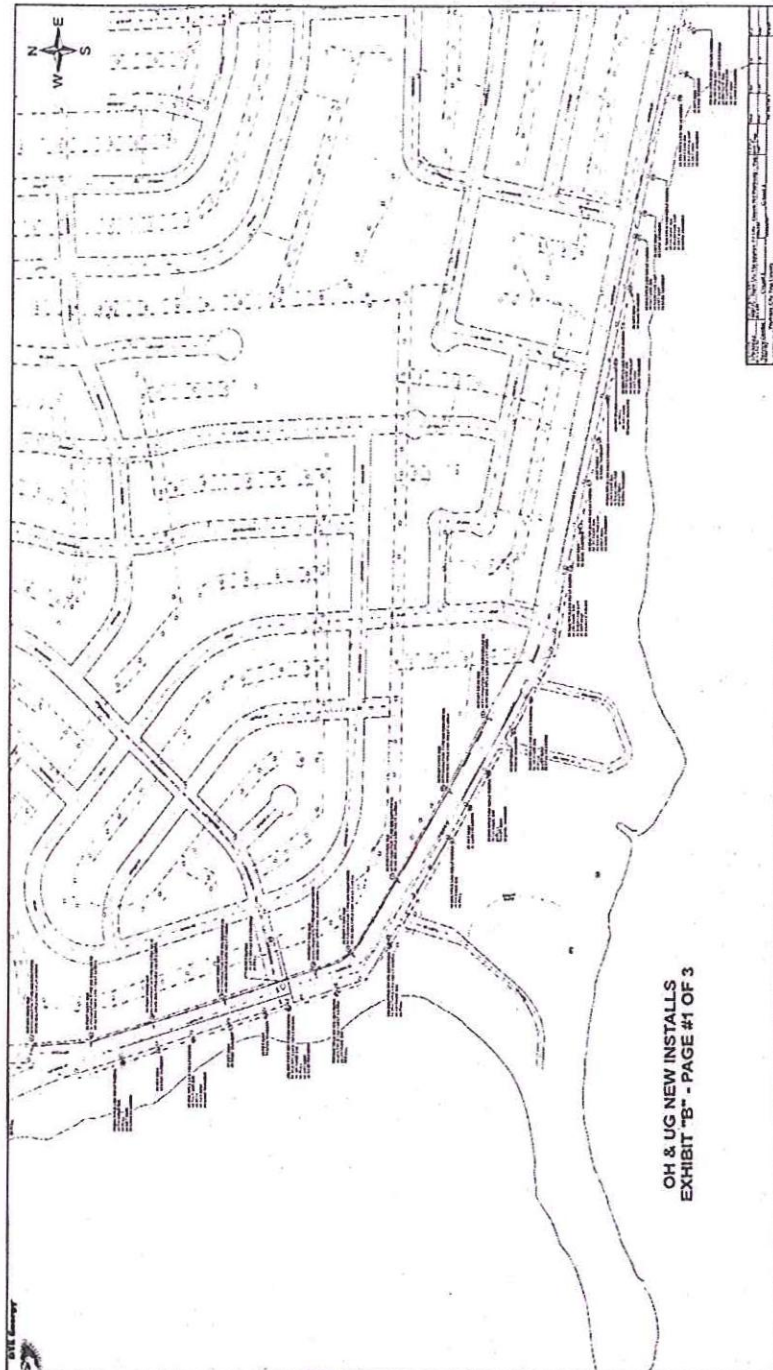
By: Brenda L. Stumbo

Name: Brenda L. Stumbo

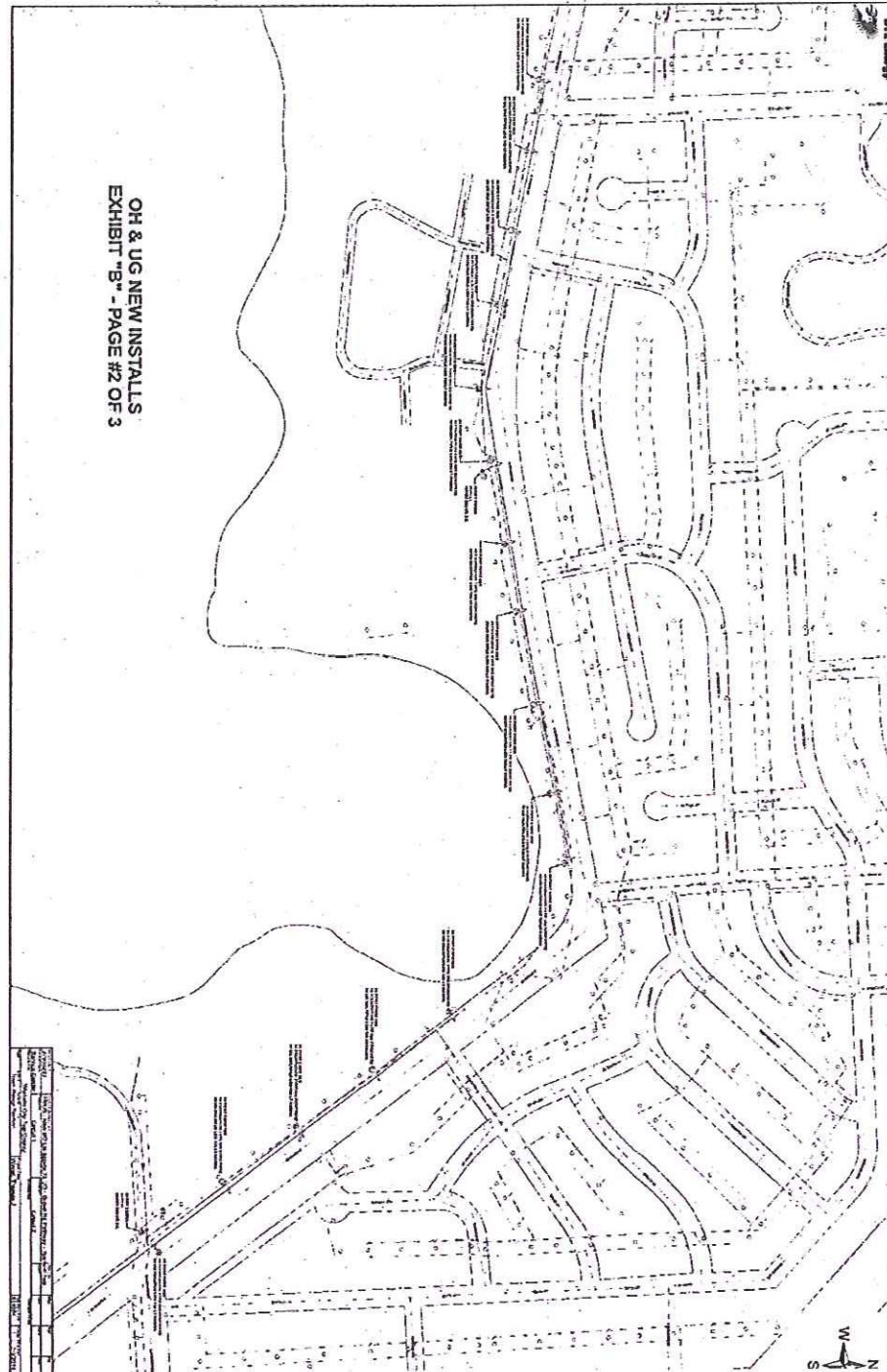
Title: Supervisor

Karen Lovejoy Roe
Karen Lovejoy Roe
Clerk

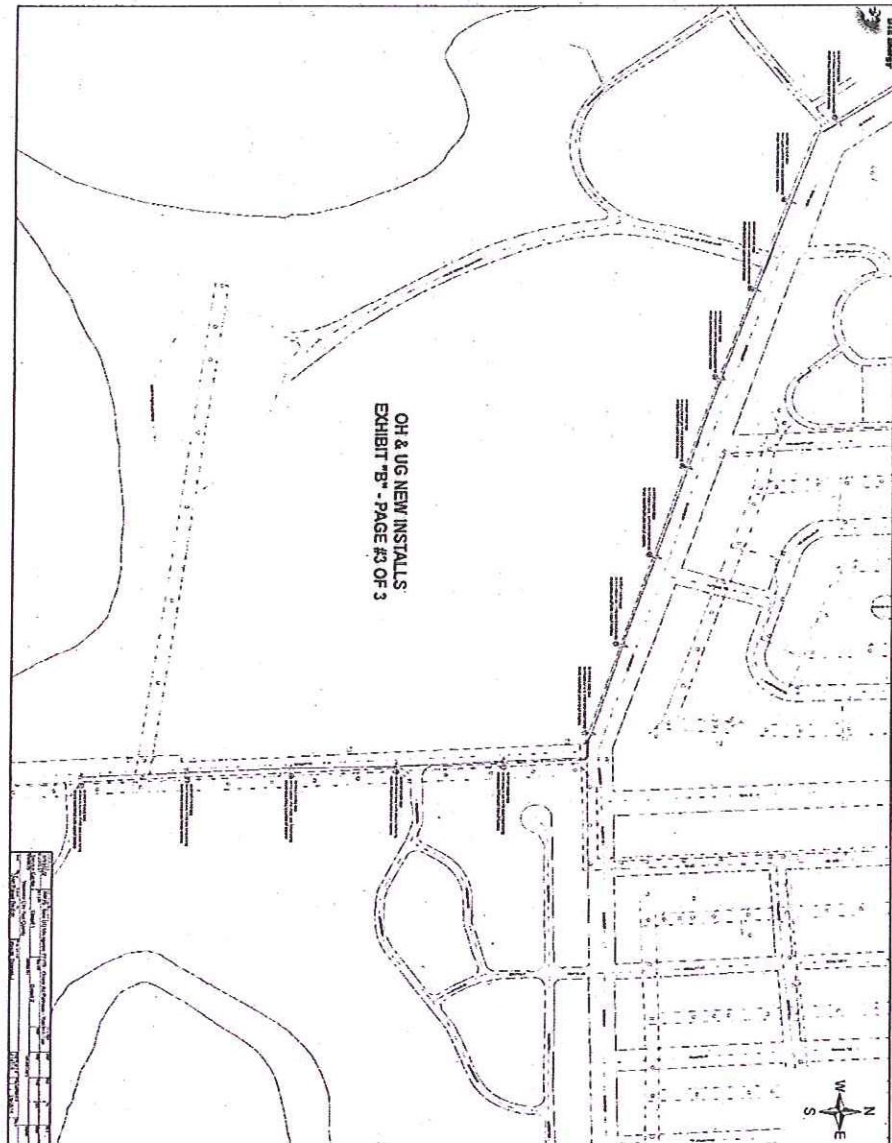
Attachment 1



Attachment 2



Attachment 3



2014 Tax Rate Request (This form must be completed and submitted on or before September 30, 2014)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes Washtenaw	2014 Taxable Value of ALL Properties in the Unit as of 5-27-14 1,125,015,577
Local Government Unit Requesting Millage Levy Charter Township of Ypsilanti	For LOCAL School Districts: 2014 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2014 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2013 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2014 Current Year "Headlee" Millage Reduction Fraction	(7) 2014 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Allocated	Gen Op	N/A	1.1160	1.0322	1.0000	1.0322	1.0000	1.0322		1.0322	N/A
Voted	Pire Prot	8/6/13	3.1250	3.1250	1.0000	3.1250	1.0000	3.1250		3.1250	2016
Voted	Sld Wst	8/6/13	2.1550	2.1550	1.0000	2.1550	1.0000	2.1550		2.1550	2016
Voted	Police	8/6/13	5.9500	5.9500	1.0000	5.9500	1.0000	5.9500		5.9500	2016
Voted	Rec/BP	8/6/13	1.0059	1.0059	1.0000	1.0059	1.0000	1.0059		1.0059	2016
PA235	F Pen/HC	N/A						1.0000		1.0000	N/A

Prepared by Linda Gosselin	Telephone Number (734) 487-4927	Title of Preparer Assessor	Date 05/21/2014
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input checked="" type="checkbox"/> Clerk	Signature <i>Karen Lovejoy Roe</i>	Print Name Karen Lovejoy Roe	Date 05/21/2014
<input type="checkbox"/> Secretary			
<input type="checkbox"/> Chairperson	Signature <i>Brenda L. Stumbo</i>	Print Name Brenda L. Stumbo	Date 05/21/2014
<input checked="" type="checkbox"/> President			

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 3 of 2014 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

2014 YPSILANTI TOWNSHIP AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

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

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

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

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

1. **Local Road Dust Control (497-11-108):**

Work to include placement of three (3) solid applications of contract brine on all certified local gravel/limestone roads within the township. Estimated 68,880 gallons @ \$0.1275 per gallon.

Estimated cost of contract brine: \$ 8,782.20

2. **Additional Street Sweeping Services:**

Work to include three (3) additional street sweepings on curbed primary roads and two (2) additional street sweepings on curbed local roads in Ypsilanti Township. 2014 Primary Road Sweeping in Ypsilanti Township (one round) = 49.52 curb miles @ \$97.00 per curb mile = \$4,803.44 per round (\$14,410.32 for three rounds). 2014 Local Road Sweeping in Ypsilanti Township (one round) = 175.74 curb miles @ \$64.00 per curb mile = \$11,247.36 per round (\$22,494.72 for two rounds).

Estimated project cost: \$ 36,905.04

AGREEMENT SUMMARY

2014 LOCAL ROAD PROGRAM	
Local Road Dust Control	\$ 8,782.20
Street Sweeping	36,905.04
Total Local Program	\$ 45,687.24

2014 Ypsilanti Township Agreement
Page Two

Less 2014 Conventional Matching Funds:

22,843.62

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP
UNDER THIS AGREEMENT DURING 2014:

\$ 22,843.62

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo
Brenda L. Stumbo, Supervisor

Nancy K. Wyrzykowski
Witness

Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk

Nancy K. Wyrzykowski
Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness

AGREEMENT TO ASSIGN THE YPSILANTI COMMUNITY SCHOOL DISTRICT
CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD
OF JUNE 22, 2014 THROUGH AUGUST 23, 2014

AGREEMENT is made this 20st day of May, 2014 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Dr, Ypsilanti, Michigan, ("Township"), the YPSILANTI COMMUNITY SCHOOL DISTRICT, located at 1885 Packard Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF's OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

WHEREAS, the Township and the School currently contract with the County and the Sheriff to provide contractual police services in their respective jurisdictions and;

WHEREAS, the deputy assigned to the School is primarily used during the standard school year of August through early June; and

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 22, 2014 through August 23, 2014 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

WHEREAS, the School deputy will be reassigned to the Township and given assignments as agreed upon by the Township and Sheriff, thereby enhancing police services in the Township during the summer months.

WHEREAS, the parties now desire to memorialize this Agreement to writing.

NOW THEREFORE, the parties agree as follows:

ARTICLE I – Assignment of Contractual Deputy

The parties agree that beginning on June 22, 2014 and concluding on August 23, 2014, the contractual deputy assigned to Ypsilanti Public School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Ypsilanti Public School District.

ARTICLE II - TERM

This contract shall begin on June 22, 2014 and continue through August 23, 2014.

ARTICLE III – PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$26,140.35, payable by the Township as follows: June invoice--\$3,840.53 July invoice--\$12,801.75; and August invoice--\$9,498.07;

ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the parties will be incorporated into this Agreement by written amendments signed by all parties.

ARTICLE V - EXTENT OF CONTRACT

The terms of this document represents the entire agreement between the parties on the reassignment of the School contractual deputy to the Township for the term described in this Agreement and supersedes all prior representations, negotiations or agreements whether written or oral on this matter.

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

By: Brenda L. Stumbo
Brenda Stumbo (DATE)
Supervisor

By: _____
Verna McDaniel (DATE)
County Administrator

By: Karen Lovejoy Roe
Karen Lovejoy Roe (DATE)
Clerk

WASHTENAW COUNTY SHERIFF'S OFFICE YPSILANTI COMMUNITY SCHOOLS

By: _____
Jerry Clayton
Sheriff

By: _____
Scott Menzel (Date)
Superintendent

APPROVED AS TO FORM:

ATTESTED TO:

By: _____
Curtis N. Hedger
Office of Corporation Counsel

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

AGREEMENT TO ASSIGN THE LINCOLN CONSOLIDATED SCHOOL DISTRICT
CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD
OF JUNE 22, 2014 THROUGH AUGUST 23, 2014

AGREEMENT is made this 20th day of May 2014 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Drive, Ypsilanti, Michigan, ("Township"), the LINCOLN CONSOLIDATED SCHOOL DISTRICT, located at 8970 Whittaker Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF's OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

WHEREAS, the Township and the School currently contract with the County and the Sheriff to provide contractual police services in their respective jurisdictions and;

WHEREAS, the deputy assigned to the School is primarily used during the standard school year of August through early June; and

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 22 2014 through August 23, 2014 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

WHEREAS, the School deputy will be reassigned to the Township and given assignments as agreed upon by the Township and Sheriff, thereby enhancing police services in the Township during the summer months.

WHEREAS, the parties now desire to memorialize this Agreement to writing.

NOW THEREFORE, the parties agree as follows:

ARTICLE I – Assignment of Contractual Deputy

The parties agree that beginning on June 22, 2014 and concluding on August 23, 2014, the contractual deputy assigned to Lincoln Consolidated School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Lincoln Consolidated School District.

ARTICLE II - TERM

This contract shall begin on June 22, 2014 and continue through August 23, 2014.

ARTICLE III –PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$26,140.35, payable by the Township as follows: June invoice--\$3, 840.53; July invoice--\$12,801.75; and August invoice--\$9,498.07;

ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the parties will be incorporated into this Agreement by written amendments signed by all parties.

ARTICLE V - EXTENT OF CONTRACT

The terms of this document represents the entire agreement between the parties on the reassignment of the School contractual deputy to the Township for the term described in this Agreement and supersedes all prior representations, negotiations or agreements whether written or oral on this matter.

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

By: Brenda H. Stumbo
Brenda Stumbo (DATE)
Supervisor

By: _____
Verna McDaniel (DATE)
County Administrator

By: Karen Lovejoy Roe
Karen Lovejoy Roe (DATE)
Clerk

WASHTENAW COUNTY SHERIFF'S OFFICE LINCOLN CONSOLIDATED SCHOOLS

By: _____
Jerry Clayton
Sheriff

By: _____
Ellen Bonter
Superintendent

APPROVED AS TO FORM:

ATTESTED TO:

By: _____
Curtis N. Hedger
Office of Corporation Counsel

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