

# **CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES**

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**February 4, 2014**

**Regular Meeting – 7:00 p.m.**

**Work Session – 5:00 p.m.**

**Ypsilanti Township Civic Center**

**7200 S. Huron River Drive**

**Ypsilanti, MI 48197**



**WORK SESSION AGENDA**  
**CHARTER TOWNSHIP OF YPSILANTI**  
**TUESDAY, FEBRUARY 4, 2014**

***5:00 P.M.***

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

1. PRESENTATION OF 14-B COURT AFSCME CONTRACT 2014-2017 ..... ***John Hancock, Attorney***
2. DISCUSS ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT WITH HONEYWELL FOR ENERGY EFFICIENCY UPGRADES OF FORMER MICHIGAN STATE POLICE POST (MSP) AT 1501 HURON STREET ..... ***Jeff Allen, RSD Director***
3. DISCUSS SPECIAL ASSESSMENT DISTRICT FOR NEIGHBORHOOD CAMERAS ..... ***Supervisor Stumbo***
4. REVIEW AGENDA ..... ***Supervisor Stumbo***
5. OTHER DISCUSSION ..... ***Board Members***

**AGREEMENT**

**BETWEEN**

**STATE OF MICHIGAN 14-B JUDICIAL**

**DISTRICT COURT**

**-and-**

**14-B DISTRICT COURT CHAPTER OF LOCAL 3451,  
AFFILIATED WITH MICHIGAN COUNSEL #25, AMERICAN  
FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO**

**EFFECTIVE DATE: JANUARY 1, 2014 THROUGH DECEMBER 31,**

**2017**

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## **PREAMBLE**

This Agreement is entered into, effective January 1, 2014, and is between the State of Michigan 14-B Judicial District Court (hereinafter referred to as the "Employer") and the 14-B District Court Chapter of Local 3451, affiliated with Michigan Council #25, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

## **Article 1 - Purpose and Intent**

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the Employer and the job security of the employees depend upon the Employer's success in establishing a proper service to the Court.

To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

## **Article 2 - Recognition (Employees Covered)**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other employees of the Employer included in the bargaining unit described below:

- A. All full-time and part-time court clerks, probation officers and clerical employees.
- B. Excluding all elected officials, confidential employees, supervisors and guards.

## **Article 3 - Aid to Other Unions**

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

## **Article 4 - Union Security (Agency Shop)**

- A. Michigan Freedom to Work legislation prohibiting Union membership as a condition of employment became effective on March 28, 2013 for all public employees. As the 14B District Court is a public employer, beginning January 1, 2014, employees shall have the right to voluntarily join AFSCME by remitting union dues to AFSCME to cover the effectuation and operation of this collective bargaining agreement.
- B. All employees of the bargaining unit covered by this contract who are not now members of the Union, or any future employee of the bargaining unit, may voluntarily elect to join AFSCME. All employees electing to join AFSCME may authorize Management to deduct each month from the employee's pay union dues and forward such contributions to the Secretary-Treasurer of Council 25, Lansing, Michigan. Payment of all regular dues and initiation fees shall be

considered maintenance of membership in AFSCME.

- C. All money, Union dues, assessments, and contributions deducted for the Union by the Employer shall be forwarded to the Secretary-Treasurer of Council 25, Lansing, Michigan, by the 10<sup>th</sup> day of the following month, along with a list of names indicating the employees from whose wages these deductions were made. The employee shall sign a dues deduction form authorizing Management to make such deductions prior to such a deduction being made.
- D. The employer agrees to deduct from the wages of any employee, who is a member of the Union, a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
- E. All AFSCME employees shall be covered by the Fair Labor Standards Act in addition to the articles covered in this contract.

## **Article 5 - Union Representation**

The employees covered by this Agreement will be represented by one steward, an alternate steward and one chapter chairperson. The Union shall have the exclusive right to assign said stewards.

A. The Employer will be notified of the names of the Chapter Chairperson, the Stewards and an alternate Steward for each, who would serve only in the absence of the regular Steward.

B. The Steward, after securing permission from his/her immediate Supervisor, may investigate and present grievances to the Employer during working hours without loss of time or pay.

C. The Chapter Chairperson shall be allowed the necessary time off during working hours, without loss of time or pay, to investigate and present grievances to the Employer in accordance with the grievance procedure.

## **Article 6 - Special Conferences**

A. Special conferences for important matters other than grievances shall be arranged between the Chapter Chairperson or his/her designated representatives and the Employer or its designated representative upon the request of either party. Such conferences shall be between at least two (2) representatives of the Union and a representative(s) of Management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the conference shall be presented in writing at the time the conference is requested. Conferences shall be held within seven (7)



working days after the request is received. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at mutually agreed upon times and hours. The members of the Union, as set forth above, shall not lose time or pay for time spent in such special conferences. These conferences may be attended by representatives of the Council and/or representatives of the International Union.

B. The Union representative may meet with the Local Union Representatives without loss of time or pay on the Employer's property for at least one-half hour immediately preceding the conference.

## **Article 7 – Grievance Procedure**

It is the intent of the parties to this agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this agreement or other conditions of employment. Should an employee or group of employees, or the Union feel that their rights and privileges under this agreement have been violated, the Steward shall be consulted.

Any employee having a grievance shall present it to the Employer as follows:

### Step 1

The aggrieved employee and his/her Union Steward shall verbally present the facts to the Court Administrator or his/her designee within five (5) working days of the date of the events giving rise to the grievance or the date the employee should have known of these events. In no case shall a grievance be honored if presented to the supervisor more than 30 calendar days after the date of the events giving rise to that grievance.

### Step 2

If the matter is not resolved by discussion, then within five (5) working days of that discussion, the grievance shall be reduced to writing and be submitted to the Court Administrator. The written grievance shall include:

1. Employee's Name
2. Position and Department assigned
3. Brief statement of the Grievance
4. What should be done to solve the grievance
5. Date the employee received the oral answer
6. Date written grievance given to supervisor

Upon receipt of the grievance, the Court Administrator shall sign and date the Steward's copy of the grievance. The Court Administrator shall, within five (5) working days of receipt of the written grievance, reply to the Union in writing giving his/her decision.

Step 3.

Should the Union decide that the answer of the Court Administrator is not satisfactory, the grievance shall be presented, within five (5) working days after the response of Step 2 is due, in writing, to the Human Resources Representative. The Human Resources Representative shall sign and date the Steward's copy. The parties shall, within five (5) working days of such presentation, arrange for a meeting between the Court Administrator, the Human Resources Representative, the *person* grieved, or in the grievant's absence, the Executive Officer, and the Chief Steward for discussion of the issue(s). If the parties do not settle the grievance at this meeting, the Human Resources Representative shall, within five (5) working days of this meeting, present a written response to the Union.

Step 4.

If the response from the Human Resources Representative is not satisfactory to the Union, the grievance shall be presented by the Chief Steward or the Executive Officer, in writing, to the Presiding Judge within five (5) working days after the response of Step 3 is due. The Presiding Judge shall sign and date the Chief Steward's copy. The parties shall, within five (5) working days of such presentation, arrange for a meeting between the Court Administrator, Presiding Judge, A.F.S.C.M.E. Council 25 representative, the grievant or, in their absence, the Executive Officer for discussion of the issue(s). If the parties do not settle the grievance at this meeting, the Presiding Judge shall respond in writing to the Union within five (5) working days of that meeting with his/her decision.

Step 5.

If the issue(s) contained in the grievance remain unsettled, then within thirty (30) calendar days after the response of Step 4 is due, the Union may move the grievance to arbitration. The Union will notify the Court Administrator and Human Resources Representative, in writing, of their intent to arbitrate.

A. The parties shall attempt to mutually select an Arbitrator. If, within sixty (60) calendar days from the notice of intent to arbitrate, an Arbitrator has not been mutually selected, then the grievance may be appealed by the Union to the American Arbitration Association, to be processed in accordance with its Voluntary Labor Arbitration Rules. Failure to make such a request within the time limits provided herein shall conclude the grievance according to Management's last answer.

B. It shall be the duty of the Arbitrator selected to establish a date, time and place for the hearings to take place and notify all parties concerned. There shall be no appeal from an arbitrator's decision. Such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this agreement, and shall have no authority to add to, or subtract from any of the terms of this agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.

C. Time limits as set forth in the Grievance Procedure may be extended by mutual consent; however, such extension must be reduced to writing and signed by both parties to the contract with copies to all parties involved. Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand. Any grievance not appealed by the Union within the time limits shall constitute a settlement of the grievance in accordance with the last response of the Employer. Employees who are suspended or discharged shall be allowed to proceed to the 4th step of the Grievance Procedure.

D. The parties to this contract may make any other arrangements by agreement, in written form, if both parties so desire. Failure by either side to agree to any such other arrangement shall not act to prejudice their position relative to the grievance, and neither party is obligated to make such other arrangements.

E. It shall be the responsibility of the Arbitrator to make a determination as to the merits of the grievance based upon the relevant provisions contained in this contract. The Arbitrator shall strive not to render a split decision in the case; however, if a split decision is reached, the Arbitrator shall set forth in writing the exact terms and conditions of the decision. This shall specifically include a clear resolution concerning any claim for back pay, seniority, vacation or sick time, or any other fringe benefit, taking each item separately. The Arbitrator shall also detail what penalties are applicable in relation to any disciplinary action taken by Management against the employee, and to what degree. Time limits as set forth herein shall be strictly adhered to, unless there is a written agreement to the contrary. The Arbitrator shall not make a determination that the time limits as set forth, herein do not apply, but may make a determination as to whether or not each party has adhered to those time limits. In the event that either party shall fail to comply with any requests for answers from the Arbitrator within the time limits imposed, that failure shall constitute a default, and the decision of the Arbitrator shall be in favor of the opposing party.

## **Article 8 - Seniority (Probationary Employees)**

A. New employees hired in the unit shall be considered as probationary employees for the first one hundred eighty (180) calendar days of their employment. When employees finish the probationary period, their names shall be entered on the seniority list of the unit and their seniority shall start from the day one hundred eighty (180) calendar days prior to the day they complete the probationary period and they shall be entitled to fringe benefits under this agreement after ninety (90) calendar days. There shall be no seniority among probationary employees.

B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in the Agreement. However, probationary employees may be discharged at any time during the probationary period without recourse to the grievance procedure.

Employees shall lose their seniority for the following reasons only:

1. They retire
2. They quit
3. They are discharged and the discharge is not reversed through the procedure set forth in this Agreement.
4. They are absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification by certified mail to the employees at their last known address that they have lost their seniority, and their employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.
5. If they do not return to work when recalled from layoff, as set forth in the recall procedure. In proper cases, exceptions shall be made.
6. Return from sick leave and leaves of absence will be treated the same as (4) above.

## **Article 9 – Seniority Lists**

A. The Employer will maintain an up-to-date unit-wide seniority list, a copy of which shall be posted on the appropriate bulletin boards. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring dates, starting with the employee with the greatest amount of seniority at the top of the list. If two (2) or more employees have the same last hiring date, their respective positions on the seniority list shall be determined by the last four numbers of their Social Security number, with the employee having the lowest such four (4) numbers being assigned first to the seniority list, etc.

B. The seniority list on the date of this Agreement will show the date of hire, names and addresses, job titles, work locations, pay grades and hourly rate of all employees of the unit entitled to seniority.

C. The Employer will keep the seniority list up-to-date at all times and will provide the Chapter Chairperson and Council 25, AFSCME with one (1) up-to-date copy(ies) monthly.

D. The Council's copy of the seniority list, as set forth above, shall be forwarded each month in care of the attention of the Council Financial Officer's Office, 1034 North Washington Ave., Lansing, MI 48906 or to any such address as notified of in writing.

It is agreed that the Employer will furnish the Union each month a list of the names of all employees who during the preceding month were hired, terminated, rehired, placed on leave of absence, placed on long-term disability, Worker's Compensation, were awarded a bid on a Court-wide basis, or promoted or transferred to jobs not within the jurisdiction of the bargaining unit.

## **Article 10 - Shift Preference**

Employees covered by this Agreement shall be allowed, once annually, to exercise shift preference within their classification on the basis of seniority, in the event of a vacant or open position, however, vacancies shall be posted and employees shall be allowed to bid and move on the basis of seniority.

## **Article 11 - Seniority of Officers and Stewards**

The Chapter Chairperson, the Steward, and Alternate Steward, in that order for the purpose of lay-off only, shall head the seniority list of the bargaining unit during their term of office, provided they have the ability to perform the work available.

## **Article 12 - Lay-Off Defined**

A. The word "lay-off" means a reduction in the work force due to a decrease of work.

B. In the event it becomes necessary for a lay-off, the Employer shall meet with the proper Union representatives at least three (3) weeks prior to the effective date of lay-off. At such meeting the Employer shall submit a list of the number of employees scheduled for lay-off, their names, seniority, job titles and work locations. If the results of such meeting are not conclusive, the matter shall become a proper subject for the final step of the grievance procedure.

C. When a lay-off takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the reverse order of their seniority, i.e., the least senior employees on the seniority list being laid off first. Providing the remaining employees have the ability to perform the work that is available.

D. Employees to be laid off will receive at least fourteen (14) calendar days advance notice of the lay-off.

E. During a lay-off there shall be no scheduled overtime.

## **Article 13 – Recall Procedure**

When the working force is increased after a lay-off, employees will be recalled according to seniority, with the most senior employee on lay-off being notified at his/her last known address by registered or certified mail. If an employee fails to report for work within five (5) working days from the date of mailing of notice of recall, he/she shall be considered a quit. In proper cases, exceptions may be made.

## **Article 14 - Transfers**

If an employee transfers to a position within the Court not included in the bargaining unit, and thereafter, within six (6) months transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement. After the six (6) months, the employee's Union seniority will be frozen as of the date he/she left the bargaining unit.

## **Article 15 – Job Posting and Bidding Procedures**

A. Newly-created positions or vacancies within the bargaining unit that are to be filled by the Court shall be posted within ten (10) working days of the date the vacancy occurs. If the Court is not going to fill a vacancy, it shall give the Union notice prior to the end of this ten (10) day period. All vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements as set forth in an attached job description for the position in a conspicuous place. Employees interested shall sign the posting within the seven (7) day posting period. The Employer shall furnish the Chief Steward with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period, the Employer shall furnish the Chief Steward with a copy of the list of names of those employees who applied for the job and thereafter notify the Chief Steward as to who was awarded the job. If the position is not filled by an internal posting, an external posting shall occur within seven (7) days.

B. The senior employee applying for the position who meets the minimum requirements shall be awarded the position within seven (7) days after the posting. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his/her Chief Steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

C. The senior employee applying for the position who meets the minimum requirements shall be granted a one-hundred eighty day (180) trial period to determine:

1. His/her desire to remain on the job.
2. His/her ability to perform the job.

During this trial period, the employee shall have the opportunity to revert back to his/her former classification. If the employee's performance is determined to be unsatisfactory in the new position, the employee may be disqualified and notice of reason shall be submitted to the employee and to the Chief Steward. If the employee disagrees, it shall be a proper subject for the grievance procedure.

D. During the trial period, employees will receive the rate of the job they are performing.

E. Employees required to work more than one hour in a workday in a higher classification, including non-bargaining unit positions, shall be paid the rate of the higher classification, while working in the higher classification.

## **Article 16 – Leaves of Absence**

A. Personal Leave

A personal leave of absence may be granted for a justifiable cause. Any employee who wishes a leave of absence shall sign a leave form stating the time and reasons for the leave. Such request shall be submitted in writing to the Court Administrator. The Court Administrator may forward the request to the Judge with a recommendation for approval or disapproval. Personal leaves of absence granted by the Court shall not be granted for a period longer than the employee's total seniority and in no case longer than a period of six months, except in the event that an employee should elect to run for a political office and be elected, or if the employee is appointed or elected to a Union position. Such employee shall have the right to a leave of absence for the period of time covered by the elected position, or the Union office.

Benefits such as Paid Time Off (PTO), and rights under the pension plan, accumulated prior to the leave of absence shall be maintained until the employee returns to work.

Accumulated seniority as of the date that the leave of absence begins shall be maintained; however, the employee shall not accumulate seniority while on leave of absence.

Subject to and consistent with the Group Health Insurance Plan and Group Life Insurance Plan, coverage of these plans will be continued for an employee on leave of absence for the first thirty (30) days of the leave. After this period, coverage may be continued during a leave of absence provided direct payment of the total premium is made through and as prescribed by the Court.

**B. Military Leave**

Military Leave of absence will be in accordance with Federal and Michigan State Laws.

**C. Family Leave**

In addition to the leave provisions contained in this Section, the Court is required by Federal Law to allow employees up to twelve (12) weeks of leave each year for the following purposes: personal illness or disability, the care of a newborn, newly adopted, or recently placed foster child, the care of a seriously ill child, spouse, or parent. The employee shall be eligible to utilize PTO leave, and sick and accident benefits for personal illness or disability, which include pregnancy, terminations of pregnancy or childbirth. Absences for the above reasons shall be cumulative for purposes of calculating the 12 weeks. If the employee has utilized the twelve (12) weeks and is absent for reasons of personal illness or disability, or desires to be absent for the care of a newborn, newly adopted child or recently placed foster child, extension shall be treated under the provision of Section A of this article.

The absence under this article shall be handled in conformity with the Family Leave Act of 1993 unless specifically prohibited by the provisions of this agreement.



During the above twelve (12) week period, if required by Federal law, the employer shall provide health care coverage at the same level the employee received *prior* to the leave. The employee shall be eligible to return to his/her former position and shall accumulate seniority.

D. Medical Leave.

An employee who becomes unable to work because of illness or injury shall have the right to be placed on Medical Leave. The employee shall provide Management with a doctor's certification stating that the employee needs to be on a Medical Leave of absence and the anticipated date that the employee will return to work. The Medical Leave shall be granted to the employee based on the recommendations of the employee's physician as to the time required. This shall have no bearing on the employee's ability to apply for long or short term disability coverage under other articles within the contract. In the event the Medical Leave granted is not sufficient time to recuperate, it shall be the responsibility of the employee to present Management with additional doctor's certification to extend the Medical Leave. The doctor's certification shall state that the employee needs to be on a Medical Leave of Absence and the anticipated date that the employee will return to work.

During the time an employee is on a Medical Leave, they shall continue to receive life insurance and health care benefits for a period of two (2) years from the date of the initial absence. PTO benefits shall continue for a period of six (6) months. The employee shall continue to accumulate seniority until such time as the doctor or doctors authorize the employee to return to work or for a period of two (2) years from the date of the start of their absence, whichever is less. The employee's seniority shall be terminated at the end of two (2) years on Medical Leave. ***Note: PTO hours placed in the employee's bank each January will be pro-rated based on accrual rules for previous year.***

During the time an employee is out on Medical Leave he/she shall continue to pay any health care contribution that may be required of employees.

An intermittent return to work from a Medical Leave within two (2) years of the date of the initial absence shall not be cause to "re-start" the time clock for the time periods established in the paragraph above, provided the employee leave for the same medical condition.

Management shall have the right to have an employee examined by a company physician to determine the feasibility of any Medical Leave extending beyond the twelve (12) weeks as provided for in the Family Medical Leave Act.

If an employee, while on Medical Leave, is found to be working another job with duties that violate his/her medical restrictions his/her employment with the Charter Township of Ypsilanti shall be terminated immediately. The employee shall be notified by certified mail of his or her termination.

If an employee returns to work from a Medical Leave of Absence before the expiration of one (1) year, he/she shall be allowed to return to their former position even though the employer may have temporarily filled the position. The individual who filled the position temporarily shall be laid off and if

applicable, subject to the lay-off procedure in the contract. After the expiration of one (1) year an employee shall be allowed upon returning to work to utilize his seniority to bump the least senior employee in his/her classification. If he/she does not have sufficient seniority for this he/she shall be treated as if they were laid off and subject to the lay-off procedure in the contract. (**reflects Charter Township of Ypsilanti personnel policies**)

E. Leave of Absence for Promotion outside the AFSCME Bargaining Unit.

Any AFSCME employee that accepts a promotion outside the bargaining unit will have a six (6) month window to return to their former position in the AFSCME bargaining unit without prejudice, If they do not return within six months, then affiliation with the AFSCME bargaining unit is severed and they forfeit any and all rights they may have had under the AFSCME collective bargaining agreement. Management would be able to fill the AFSCME position on a temporary basis for six months.

**Article 17 - Hours of Work and Overtime Pay**

Work Week. The normal hours of business for the employer are from 8:00 a.m. to 5:00 p.m. Employees will have a 9 hour work day, with a one-hour unpaid lunch period. In offices where there is sufficient staffing, bargaining unit employees may have alternate starting and ending times. Employees shall have the option of selecting their starting time, based on seniority and subject to the approval of the Court Administrator.

Flexible Scheduling. It is recognized that a flexible work schedule may benefit employees. Therefore, employees may trade work schedules, with a minimum 24 hours notice and with the approval of the Court Administrator.

Pay Period. All employees covered by this Agreement shall be paid bi-weekly. Fridays shall be designated as payday. All pays will be direct deposited to the bank of their choice. A copy of the paycheck stub will be provided until such time the Township is able to provide on-line access to printable paystubs.

Overtime Pay.

A. Time and one-half (1 1/2) shall be paid for all hours worked in excess of forty (40) hours in any one (1) week.

B. An employee shall be paid at time and one-half (1 1/2) their regular straight time rate for all hours worked on Saturday and all hours worked on Sunday.

C. Overtime hours shall be divided as equally as possible among employees in the same classification within the Civil Division, Criminal/Traffic Division and the Probation Division. An overtime list shall be kept in each Division for a period of one year, beginning July 1. Initial overtime shall be rotated according to this list with the employee with the least number of overtime hours receiving

the assignment first. If the employees have an equal number of overtime hours, the most senior employee will be asked first.

D. For overtime work that, as determined by the Court Administrator, can be performed by any employee, a separate overtime list shall be maintained. Overtime shall be rotated according to this list with the most senior employee receiving the assignment first. An employee who receives an overtime assignment, or declines an overtime assignment, shall be moved to the bottom of the rotation list.

E. For the purpose of equalization, time not worked because the employee did not choose to work, or could not be located after reasonable effort by the Supervisor, will be considered as overtime and the employee charged the number of overtime hours worked during the overtime period. The employees not wanting overtime will be removed from the list upon written notice from the employee.

F. Employees shall have the choice of obtaining compensatory time in lieu of payment for overtime worked, as permitted by law.

## **Article 19 – Funeral Leave**

The employee shall be granted funeral leave with pay when the employee suffers a death in their immediate family. The employee shall receive leave with pay for five (5) working days. The leave is for the purpose of attending the funeral service and for attending to other family business. The employee must submit verification of attending the funeral. A member of his/her immediate family shall be: parent, spouse's parent, step-parent, spouse, child or step-child.

In the event of the death of a grand-parent, spouse's grandparent, grandchild, brother or sister, the employee shall receive leave with pay for up to four (4) working days, depending on the date of the request of leave. The leave shall end on the date of the funeral and is for the purpose of attending the funeral service, and the employee must submit verification of this fact.

In the event of the death of the employee's brother-in-law, sister-in-law, aunt or uncle in a direct blood relationship and great grandparent, the employee shall receive up to two (2) working days off. The five (5), four (4) and two (2) days leave will not be deducted from the employee's PTO time.

Further, one (1) additional day will also be granted, provided the employee has to travel more than two hundred fifty (250) miles to attend the funeral, and this day shall be deducted from the employee's PTO time. Any additional time for bereavement shall be granted upon the employee's request from the employee's PTO days, or leave without pay.

An employee who has a death in his/her immediate family during a vacation period must notify his/her supervisor immediately upon receiving notice of the death and shall have up to five (5) days of his/her remaining vacation rescheduled at a later date, provided that the employee attends the funeral service and provides verification of this fact to his/her supervisor. In the event an employee has a death in his/her immediate family during the week of the holiday(s) he/she will be paid their current rate for the holiday(s) and his/her funeral leave shall be extended by the additional number of day(s) correlating with the holiday, beyond the original amount of days granted for the Funeral leave.

## **Article 20 - Holiday Provisions**

- A. The paid holidays are designated below and recognized as Court Holidays, during which time the Court shall be closed;

January 1 - New Years Day

Martin Luther King's Birthday

President's Day

Good Friday (1/2 day)

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day,

Day after Thanksgiving

December 24 - Christmas Eve

December 25 - Christmas Day

December 31 - New Year's Eve

- B. Employees shall be paid their current rate based on their regularly scheduled workday for said holidays.

C. Should a holiday fall on a Saturday, it will be observed on the Friday prior to the holiday. Should a holiday fall on a Sunday, it will be observed on the Monday following the holiday. Should two holidays occur in succession of Friday and Saturday, the holidays will be observed on the Thursday prior to the holidays and Friday. Should two holidays occur in succession on Sunday and Monday, the holidays will be observed on Monday and the Tuesday following the holidays.

D. In the event a holiday occurs during an employee's paid time off or medical leave of absence, his/her PTO time shall not be charged for said holiday.

E. The employee must work the last scheduled working before and the first scheduled working day after each holiday in order to qualify for holiday pay, unless the employee has received an excused absence from Management prior to the holiday.

F. In addition to the holidays listed in Item "A", employees shall have three (3) undesignated floating holidays in January of each year of the contract. Floating holidays are to be used in full day (8 hour) increments.

## **Article 21 - Jury Duty**

An employee who serves on jury duty or witness service will be paid their regular paycheck for their regular scheduled workweek and shall endorse all checks received or turn in monies received from the court for Jury Duty or Witness Service over to the Human Resources Department. Any mileage portion paid by the Court pays will be retained by the employee.

## **Article 22 - Car Mileage Allowance**

An employee who, while on assignment, uses their own vehicle in their performance of his/her duties will receive a mileage allowance equal to the current IRS mileage allowance and will be adjusted accordingly.

## **Article 23 - Education and Training**

Improvement of the worth of staff members of the 14-B District Court by the efforts of each is encouraged. Each staff member is encouraged to train him/herself in skills that will increase his/her value to the Court.

Employees are encouraged to attend conferences, workshops, seminars, or college classes in which the training is required to maintain a professional license or registration.

Requests for approval to attend educational conferences, workshop, seminars, and college classes shall be made to the Court Administrator in accordance with policies and guidelines developed by the Court Administrator.

Employees shall be allowed time off with pay to attend approved conferences, workshops, or seminars. Reimbursement for expenses are subject to budgetary allocations and the approval of the Court Administrator.

All requests under this Article shall be given equal consideration. If more than one (1) employee request is received, seniority will be the determining factor as to approval.

#### Employee Orientation and Training

Management and staff agree and understand the importance of orientation and training new employees. The parties to this Contract agree that they shall cooperate in the development of a new employee orientation and training program. Those designated as Senior Clerks agree to directly assist in the development of these programs and to participate in the training of new employees.

### **Article 24 – Life Insurance**

A. The Employer shall pay the full cost of providing term life insurance to all employees in the amount of \$30,000.00 death benefit for the duration of the contract. The insurance shall include coverage for accidental death and/or dismemberment.

B. Employees who retire after signing of this contract shall be covered by paid life insurance in the amount of a \$5,000.00 death benefit only. The employee will be given a certificate of insurance from either the insurance company or from the Employer.

C. Management agrees to pay the total cost of life insurance.

### **Article 25 – Safety**

The Employer agrees to comply with all Michigan Occupational Safety and Health Act regulations that may apply to bargaining unit work or environment. In the event the Employer fails to implement a valid safety of health recommendation of the Union, and the Union wishes to carry the matter further, such shall become a proper subject for the final step of grievance procedure.

Representatives will be selected and included in a campus-wide safety committee.

## **Article 26 – Contracting and Sub-Contracting of Work**

During the term of this Agreement, the Employer shall not contract out or sub-contract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit.

## **Article 27 - Successor Clause**

This Agreement shall be binding upon the Employer's successors, assignees, purchaser, lessees or transferees, whether such succession, assignment or transfer be affected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

## **Article 28 – Distribution of Agreement**

The Employer agrees to provide to each employee a copy of this Agreement and to provide a copy of the same agreement to all new employees entering the employment of the Employer, together with any work rules, policies or procedures.

## **Article 29 – Discipline and Discharge**

A, Just Cause. The Employer will not discharge or discipline an employee without just cause. The Employer may establish reasonable work rules. If there is any conflict between the work rules and this Agreement, this Agreement shall take precedence. Prior to issuance of a formal disciplinary action, the employee will be given an opportunity to participate in a disciplinary interview. The Steward will be notified of the time and the place of the interview and be allowed to attend said meeting, A copy of the disciplinary action will be given to the Steward.

B. In any case, where an employee displays behavior which is deemed by his/her Employer as inappropriate, or as a result of some action, creates undesirable results which require disciplinary action, the Employer agrees to, where appropriate, follow the following disciplinary sequence:

1. Oral warning
2. Written reprimand
3. Suspension
4. Removal and Discharge

(1) Oral Warning\*

(2) Written Warning\* - Where warranted by just cause and where an oral warning has not resulted in correction or where more severe initial action is warranted, a written reprimand shall be issued to the Steward and a copy placed in the employee's personnel file, which shall be discarded one (1) year from the date of such written reprimand.

\*These may be issued by the Court Administrator or their designee.

(3) Suspension - This action temporarily suspends an employee from employment without pay for a definite period of time. Where prior disciplinary action has not proved effective, or where the seriousness of the offense or conditions warrant, the employee may be suspended without pay by the Court Administrator.

(4) Discharge - This action permanently removes the employee from employment with the Employer. When other forms of disciplinary action are proved ineffective, or when the seriousness of the offense or conditions warrant, the Court Administrator may dismiss the employee.

C. Immediate Termination. Although the Union and the Employer subscribe to the principle of "progressive discipline", both of the parties realize that there may be some offenses which require the immediate termination of the employee for the first violation.

D. The employee shall have the right, if he/she so requests, to be represented by his/her Steward or Union Officer at the time disciplinary action, excluding oral warning, is imposed. All disciplinary actions, oral or written, shall be subject to the normal grievance procedure.

E. In imposing any discipline and/or discharge, the Employer will not take into account any prior discipline which was given more than one (1) year previous. The Employer will not impose discipline on any employee for errors or mistakes on his/her employment application after a period of three (3) years from the employee's date of hire.

## **Article 30 – Paid time-Off (PTO)**

A. Pay for time off shall be paid from banked PTO hours to cover the work time missed so long as the Administrator or his/her Designate approves the request; PTO is paid at the hourly rate.



Pay for time off may be requested to supplement short or long term disability benefits for employees on approved medical leave of absence so long as the combined benefits do not exceed the wage the employee would have earned if at work.

Benefits will become available to the employee with the first payroll check following the benefit eligibility date (90 days of employment). New employees who have not passed their benefit eligibility date are not eligible for PTO benefits.

B. Employees will be eligible for PTO benefits in the following amounts based on years of service at each subsequent anniversary of their date of hire. They will be fixed on January 1 of each year after the anniversary of their date of hire.

>0 - 4	Years of Service	182 hours annually	3.50 hours weekly
>4 - 9	Years of Service	221 hours annually	4.25 hours weekly
>9 ~ 14	Years of Service	260 hours annually	5.00 hours weekly
> 14	Years of Service	299 hours annually	5.75 hours weekly

Any employee hired after January 1, 2014 will be eligible for PTO benefits in the following amounts based on years of service at each subsequent anniversary of their date of hire. They will be fixed on January 1 of each year after the anniversary of their date of hire.

>0 - 4	Years of Service	130 hours annually
>4 - 9	Years of Service	164 hours annually
>9 ~ 14	Years of Service	208 hours annually
> 14	Years of Service	247 hours annually

In addition to the above accrual, at the signing of this contract and on January 1 of every year, sixteen (16) hours of PTO time will be added in the employee's time bank.

B. PTO hours will not accrue during a period of leave of absence unless specifically addressed within the contract.

C. PTO may be accrued up to one times the employee's annual amount of PTO listed in B above based on their years of service. Any PTO in excess of this amount on December 31 of each year will be paid to the employee at a rate of 60%.

D. Any employee who, as of December 31, 2012, has an excess of 299 hours accrued shall have the one time choice of freezing the hours over 299 in a separate bank. If they chose not to, then they will be paid the amount over the figure for their years of service at 60%. Each subsequent year they shall be

paid the amount over the 1 year limit based on their years of service excluding the amount they have chosen to bank. If an employee had hours banked under Section I and J, they will be added to these banks.

E. Unused PTO hours will be paid at 100% of the employee's current base rate of pay to an employee who resigns or retires from the Court. Unused PTO hours will not be paid to employees discharged for "just cause".

F Employees may request a payout of PTO hours for unforeseen circumstances. The amount of hours available for payout will be based on hours earned through the time of the request. Employees will also be required to maintain a minimum of 40 hours of PTO time following a payout request for future use. Leave without Pay will not be approved for employees who have received a payout of PTO hours unless covered by an approved leave. **The first 32 hours of a requested payout would be paid at 100% with additional hours paid at 75%. (reflects Charter Township of Ypsilanti personnel policies)**

G Employees eligible for PTO may request time off for the purpose of taking vacation or personal time per the following provisions:

- Vacation time is limited to 10 scheduled working days off in any one-vacation period with at least ten (10) days between vacation periods. Exceptions may be made for special circumstances and with the approval of the Court Administrator.
- Vacation must be scheduled at least ten (10) working days in advance. If the employee wishes to take time off of three (3) days or less, they need not provide the ten day notice and the time off may be granted if the consent of the Court Administrator is obtained.
- In the event more than one employee requests to schedule time off for the same time period and all requests cannot be accommodated, the most senior employee will be given preference for that time.
- Time off is to be scheduled in no less than one-quarter (1/4)-hour segments.
- In the event an employee should be assigned to jury duty or be entitled to bereavement pay during the vacation period, those benefit days will be substituted for the previously approved PTO provided proper documentation is provided.

H. Employees eligible for PTO shall have pay for time off when they are unable to come to work or remain at work due to illness or injury.

- Employees unable to come to work due to illness must notify their supervisor prior to the start of their shift.
- An employee who cannot remain at work due to illness shall be paid from their PTO bank if available in the employee's time bank. Paid time off will be allowed in increments of not less than .25 hour.

- PTO paid due to illness or injury must be accompanied by a physician statement when the employee has been off work four or more days or when the absence is for the day preceding of the day following a vacation period or one of the holidays observed by the Court.

I. On January 1,2006 the employee's vacation hours in their time bank and a pro-rated amount of vacation hours from their anniversary date in 2005 to January 1, 2006 will be transferred to the new Paid Time Off (PTO) bank. Beginning the first payroll period following January 1<sup>st</sup>, the employee will accrue PTO hours in accordance with the employee's paid hours and length of service.

J. At implementation of the PTO program on January 1,2006, the employee's banked sick hours at the employee's option may be placed in a "Reserved Sick Hours Account" or may be paid to the employee at 100% of the employee's current rate of pay. Such payment will be made on or before January 31,2006.

- The Reserved Sick Hours Account may be used for extended sick leave in excess of seven days or for a medical leave of absence. The Reserved Sick Hours Account may also be used in sufficient amounts to supplement short term disability payments to produce 100% of the employee's base rate of pay at the time of disability.
- Any balance remaining in the Reserved Sick Hours Account at termination will be paid to the employee at 75% of the employee's rate of pay then in effect.

K. Any personal time on the books at the implementation of the PTO program will be transferred to the employee's new PTO bank.

## **Article 32 - Longevity Pay**

All employees shall receive longevity pay per the following steps:

30 months	08 cents
5 years	10 cents
10 years	12 cents
15 years	12 cents
20 years	15 cents
25 years	15 cents
30 years	20 cents

A. All employees shall receive longevity pay as per schedule as each employee completes the number of years of service required to qualify for longevity pay, or additional longevity pay, such pay shall be added immediately to his/her rate or salary for each step of the schedule,

The thirty (30) month longevity step shall be deleted for all employees hired after the date of the signing of this Agreement.

### **Article 33 - Health Insurance**

- A. The Court shall provide the following level of health care insurance coverage for the employee and the employee's family including dependents through the age of 26
- B. That effective January 1, 2014, and in conjunction with the "Letter of Agreement" the employee health care insurance coverage will be the following:
- Blue Cross/Blue Shield Flex Blue Plan #3 Medical Coverage with the Flexible Blue RX Prescription Drug Rider. The Court will provide a benefits card to pay for In-Network deductibles of up to \$3,250/per person and up to \$6,450/per family. In addition, the Court will provide an additional \$1,000/per person and \$2,000/family of \$10 generic/\$60 Brand name coinsurance for prescription drugs. The benefit card will be paid for by the Court through a Healthcare Reimbursement Account established by the Court.
  - As of January 1, 2014, employees receiving health care insurance will contribute \$50.00/per pay period toward their health care premium, unless otherwise specified within the relevant bargaining agreement or employment contract.
  - Vision insurance at level currently provided through VSP Vision Plan with premium paid by the Court.
  - Dental Coverage at level currently provided through Delta Dental with premium paid by the Court.

**It is understood and agreed that the parties will review on an annual basis the coverage's provided revising levels if necessary to minimize the cost increase to the employees and the employer and to insure that the health care plan complies with the then current requirements of state law.**

- C. Employees who were hired prior to September 1, 2009 shall be eligible for retiree health care at age sixty (60) with twelve working years of service with the Court. Employees hired after September 1, 2009 shall be eligible for retiree health care at age sixty-two (62) following fifteen working years of service with the Court. Employees who retire after December 31, 2011, shall have their health care changed in the future to match any changes in coverage in the collective bargaining agreement. Such benefit shall cease at the time the employee is eligible for Medicare. When a retiree is eligible for Medicare, the Court shall provide a Medicare tie-in until the retirees' death.

Employees hired after December 31, 2013 shall not be eligible for retiree health care. The Court shall make available a Health Care Savings program for employees to setup an account to pay for health care upon retirement.

- D. Employees who retire prior to their eligible age for retiree health care may have the coverage continued by reimbursing the employer the premiums involved until they reach their eligibility age for coverage. The Court through the Township has approved and adopted a Health Care Savings program through MERS (Michigan Employee Retirement System) for employees to setup an account to pay for retirement health care benefit cost. Individual participation is subject

to the union signing off on procedures required by MERS.

- E. The Employer shall provide a short and long term disability benefit for each employee. The provision of the short-term policy shall take effect and begin paying benefits at 66 2/3% of current hourly wage to a maximum of \$350/week. The waiting period could be up to 30 days depending on coverage being secured and that the disability claim is approved by provider. The maximum benefit period under short-term is 90 days. The provisions under the long-term disability shall begin paying benefits to the employee at 66 2/3% of current hourly wage to a maximum of \$1,600/month, following a waiting period of ninety (90) calendar days and approval of disability claim. The maximum benefit period under long-term is determined by your age when the disability begins. The Court will pay the difference between the maximum benefit and 66 2/3% of wage for a period of one year. Following one year the disability benefit will be the only pay received by the employee. If the employee has PTO time in their bank while receiving 66 2/3% of pay, they may utilize their PTO to make up the difference in their weekly gross income not to exceed 100% of pay.
  
- F. The Court shall provide the option for each bargaining unit employee to withdraw from the health insurance coverage provided by the Court if they are covered under the health insurance of their spouse. Employees who choose to withdraw shall receive annually a \$3,000.00 cash payment in lieu of health insurance. Payment shall be made in two installments: one in June and one in December. Effective September 1, 2009, retirees will have the option to withdraw from the health insurance coverage at open enrollment to receive annually a \$3,000 cash payment in lieu of health insurance to be paid in two installments: one in June and one in December. To participate in this plan, the employee or retiree must notify the employer prior to January 1 of each year and provide verification of the alternate coverage. If for any reason the employee loses their alternate coverage, they shall notify the employer immediately and will be returned to the Court coverage as soon as the Insurance Carrier and the Federal and State Tax Laws allow. If for any reason, their plan shall jeopardize the tax exempt status of the health benefits for other employees, the Union and Management shall meet to negotiate changes in this agreement to conform to the tax law so that the health insurance benefits for other employees remain tax exempt.

## **Article 34 - Pension**

- A. The Employee pension program shall be administered through the Michigan Municipal Employees' Retirement System. Effective January 1, 2000, the benefit program shall be the B-3 (2.25% multiplier) with the F-55/15 waiver and the FAC-3. Effective January 1, 2013 the Employee's contribution rate shall be set at 7.3% of wage.
  
- B. Effective January 1, 2014, any new hire will have the following pension benefit through the Michigan Municipal Employees' Retirement System: B-2 (2%) multiplier with the F-55/15 waiver and the FAC-3 with a minimal employee contribution of 8% for 2014. As of January 1, 2015 employee contribution will be based on section "C"
  
- C. As of January 1, 2015 any additional contribution increase above the prior year rate shall be split between the employer and employee with a cap of 1% on the employee's increased rate in any given year. If at any time the employee contribution exceeds 8% and the plan receives a reduction in pension rates, the reduction shall be split between the employer and employee with the employee contribution going no lower than 8%.

- D. An employee shall be considered retired and eligible for pension benefits at the earliest date that he/she would qualify under the MERS pension plan providing the employee's service is not based on any prior service with another employer.

## Article 35 – Unemployment Insurance

The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement.

## Article 36 - Wages

A. The annual salary for members of the bargaining unit shall be according to the following schedule:

Classification:	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Deputy Clerk</b>						
Hourly Rate	\$15.90	\$16.56	\$17.22	\$18.18	\$19.53	\$20.85
Annual Rate	\$33,072	\$34,445	\$35,818	\$34,112	\$37,818	\$43,368
<b>Senior Cleric/ Secretary</b>						
Hourly Rate	\$16.56	\$17.22	\$17.90	\$18.88	\$20.21	\$21,53
Annual Rate	\$34,445	\$35,818	\$37,232	\$39,270	\$42,037	\$44,782
<b>Probation Ofc.</b>						
Hourly Rate	\$19.86	\$20.54	\$21.18	\$22.19	\$23.51	\$24.83
Annual Rate	\$41,309	\$42,723	\$44,054	\$46,155	\$48,901	\$51,646

B. There will wage increase effective January 1, 2015 of 1.5%, January 1, 2016 of 1.5% and January 1, 2017 of 1.5%.

C: All bargaining unit members shall have four (4) furlough days without pay for the life of this contract. The furlough days shall be designated as follows:

Work day after 4 <sup>th</sup> of July Observance	July 7, 2014, July 6, 2015, July 5 2016 and July 5, 2017
Friday before Labor Day	August 29, 2014, September 4, 2015, September 2, 2016 and September 1, 2017
Day before Thanksgiving	November 26, 2014, November 25, 2015, November 24, 2016 and November 23, 2017
Work Day after Christmas Observance	December 26, 2014, December 28, 2015, December 27, 2016 and Dec 27,2017

The above four (4) unpaid furlough days will end (sunset) December 31, 2017.

The employee shall have the option to have the deduction for the furlough days no pay spread out over the period February 1, 2014 through December 31, 2014 and January 1, through December 31 for the subsequent contract years., or the employee may elect to use PTO for the furlough days, or the employee may choose to have the total amount of the furlough day deducted from the week's pay that the furlough day occurs in. Each employee must notify the Court Administrator upon ratification of this agreement how the employee wants the furlough days applied to their pay.

D. All employees shall be hired in at the Step One salary rate for that classification. An employee shall advance to the next salary step on their anniversary date for each year of service. The starting rate for new employee contracts shall be \$2.00 below the Step 1 above and following steps shall be reduced accordingly.

E. A \$1500 lump sum bonus that will not be reported to MERS as wages will be paid on or before February 7, 2014 to all employees employed on that date.

### **Article 37 – Disability Leave**

Any employee who has completed his/her probationary period and has been *placed* on the seniority list as a full-time regular employee and who suffers injury compensable under the Worker's Compensation Act, after the first week's compensation, shall be paid the difference between his/her weekly base rate of pay at the date of injury, and any payment received under the provisions of the Act for a period of one (1) year. If the Worker's Compensation payment is reduced because of appeal or settlement, the amount owing from the Employer shall be reduced by the same percentage. After this one (1) year period, the only pay the employee will receive is from Worker's Compensation. Time taken off for this duty disability leave shall not be deducted from the *employee's* sick time.

The employee shall receive full fringe benefits for a period of one year. After this one year period, the only fringe benefits the employee shall receive is paid hospitalization and paid life insurance for another two years.

If Ypsilanti Township extends any enhancement(s) to this provision with its bargaining unit, those enhancements) shall be extended to the Court employees,

### **Article 38 – Part-Time Employees**

A. Definition: A part-time employee is hired for a number of hours each week, consisting of not less than *twenty* (20) nor more than thirty-two (32) hours in each workweek. If the State law provides any statute covering the minimum hours regarding part-time work, then the State law is applicable rather than the specified twenty (20) hours.

B. Such part-time employee shall be labeled as a part-time employee at the time of his/her employment.

C. After thirty (30) days, such employee must, as a condition of continued employment either maintain membership in Local 3451, or in lieu thereof authorize Management to deduct from his/her regular pay each month an amount equal to the regular dues assessed by Local 3451.

D. Termination of a part-time employee prior to the end of the one hundred-eighty (180) day probationary period shall impose no obligation on Management to recall such part-time employee,

E. The layoff of a part-time employee after he/she has completed his/her one hundred-eighty (180) day probationary period shall impose upon Management the obligation to recall such employee if an opening in the same type of work occurs prior to six (6) months from the last said date of layoff,

F. Part-time employees who hereinafter are employed for an excess of a ninety (90) day period shall be entitled to receive the following fringe benefits:

1. Employees shall be paid their regularly scheduled hours for any holiday that falls within their scheduled days of work. The holidays set out in Article 21, Paragraph A of the current contractual agreement shall be considered as holidays for the purpose of this paragraph,

2. Each part-time employee shall be entitled to receive a pro-rata amount of paid PTO computed from the first day of employment based upon the PTO schedule set out in -Article 33 of this Contract.

3. A part-time employee shall receive the same rate of pay as if he/she were a full-time employee performing the job for which the part-time employee is employed,

4. A part-time employee shall receive medical and dental insurance in accordance with the terms of Article 35, as long as the employee is hired to work more than twenty four (24) hours per week.

5. A part-time employee shall not receive any other benefits including life insurance benefits. Part-time employees shall be allowed to participate in all other benefits provided to District Court employees provided they make arrangements to pay for such benefits themselves.

G. A part-time employee with less than five (5) years seniority shall not be retained in employment while a full-time employee qualified to perform the work has been laid-off.

H. A part-time employee shall not be worked overtime so long as a full-time employee is available and qualified to perform the work. If a part-time employee is worked overtime, he/she shall be paid for such overtime at the rate of one and one half (1 1/2) time his/her base hourly rate. Overtime shall be any hours worked in excess of eight (8) hours per day or forty (40) hours per week, Further, if the part-time employee works in excess of 40 hours per week, he/she shall be paid the overtime rate. The Union shall be notified of the date of hire of all newly hired employees, whether they are classified as a part-time, full-time, or whatever.



I. The Union shall be notified in writing of all hiring of new employees immediately from the date of hiring. Such notification is to include classification, rate of pay, name, address, and phone number. Notification is to be sent to the Chief Steward.

J. The Court shall be required to give a one (1) week notice before layoff or termination for any part-time employee.

## **Article 39 – Temporary Employees**

Temporary employees may be used to replace employees covered under this Agreement for absences not to exceed six (6) months. This period may be extended if agreed to by the Union.

Temporary employees will not be used to supplement the use of additional Bargaining Unit employees or to circumvent the posting or bidding procedure of this Agreement.

Temporary employees will not be considered members of this Bargaining Unit and will not receive the benefits thereof.

If a vacancy is not filled by an internal posting, the Employer shall have the authority to fill that vacancy with a temporary employee until the external hiring process is complete, to a maximum time period of ninety (90) days from the date of the external posting. This time period may be extended by mutual agreement between the parties.

## **Article 40 – Termination and Modification**

This Agreement shall continue in full force and effect until December 31, 2017.

A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.

C. Notice of Termination and Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to: 600 W. Lafayette, Detroit, MI 48226, and if to the Employer, addressed to: 7200 S. Huron River Dr., Ypsilanti, MI 48197; or any such address as the Union or the Employer may make available to each other.

D. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. The Employer agrees to continue all contractual terms and provisions past the expiration date of this contract until a new contract takes effect.

## **Article 41 – Computation of Benefits**

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

## **Article 42 – Management’s Rights**

The Employer shall retain all rights, power and authority to administer and manage its departments and service of its employees in all matters, including but not limited to, the determination and enforcement of reasonable policies, rules, regulations, operations and standards of conduct for the orderly and efficient operation of the Court. The exercise of the foregoing rights shall be limited only by the express and specific terms of this Agreement.

## **Article 43 – Acts of God**

A. Any employee reporting for work in their regular shift who is sent home through no fault of their own shall be paid four (4) hours pay at their regular rate of pay.

B. If employees are sent home through no fault of their own they shall, in addition to any call-in pay they receive, be allowed to use PTO time to make up for any lost pay for that day.

C. Any employee who is unable to report to work on time due to weather conditions shall be allowed to use PTO time to make up for any lost pay that day, provided they give the Court Administrator as much notice as possible of their reporting late.

D. The Court Administrator shall make a decision relative to emergency closings within two (2) hours of the beginning of the workday, or within two (2) hours of the incident.

E. The Court shall be required to attempt to notify employees by phone prior to the closing of the employer's place of business. If the Court closes the building for an act of God or for reasons related to the health and safety of the employees, affected employees shall not experience a reduction in pay nor shall they be required to use accumulated leave time to cover said closing.

## **LETTER OF UNDERSTANDING Grace Period**

Effective January 1,2010, the Court will no longer allow a five minute grace period when punching in late at the start of his/her shift. Employees, who punch in past their designated start time, will

be docked. If an employee is more than five minutes late, they will have the option to use available PTO time from their bank.

**LETTER OF AGREEMENT**  
**No Layoff**

This agreement shall expire on December 31,2017 and no longer be in effect after that date. The Court agrees to not lay off employees or reduce the hours of the employees covered by this agreement during the term of the contract under the following provisions notwithstanding any other term of the contract:

- 1) This protection shall only apply to current employees who are full-time employees or being treated as full-time employees as of January 15, 2014..
- 2) That should an employee voluntarily leave during the term of the contract the Court is not required to fill that position.
- 3) If this position is filled with a new employee or employees they will not be protected from layoff during the term of the contract.
- 4) The Court shall have the right for the period of this agreement to reassign employees new duties with no reduction in pay. No reassignment will be done without a thirty (30) day notice. This will be done by seniority in the classification of the position to be effected. The employee(s) will be reassigned back to their original positions at the expiration of this agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year indicated.

**FOR THE UNION:**

**DATED:**

\_\_\_\_\_  
April Salley, Chapter Chair

\_\_\_\_\_  
Annette Gontarski,  
Bargaining Committee

\_\_\_\_\_  
A.F.S.C.M.E. Representative

**FOR THE EMPLOYER:**

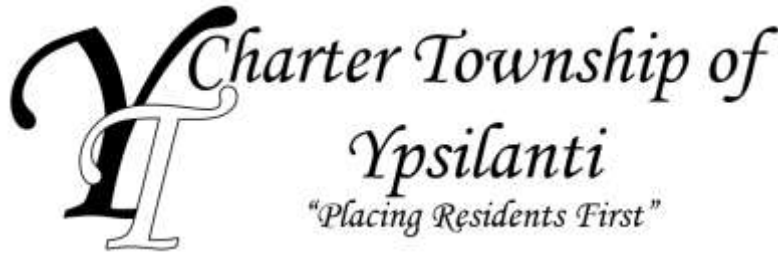
\_\_\_\_\_  
Hon. Charles Pope, Judge

\_\_\_\_\_

\_\_\_\_\_  
Mark W. Nelson, Court Administrator

\_\_\_\_\_

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



## Residential Services

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

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# MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Jeff Allen, Residential Services Director

DATE: January 27, 2014

RE: ***Discuss Entering into a Professional Services Agreement with Honeywell for Energy Efficiency Upgrades at former Michigan State Police Post (MSP) - 1501 Huron Street***

Please consider this request to allow Honeywell Inc., to begin working on energy efficiencies to the mechanical system at our new building at 1501 Huron Street.

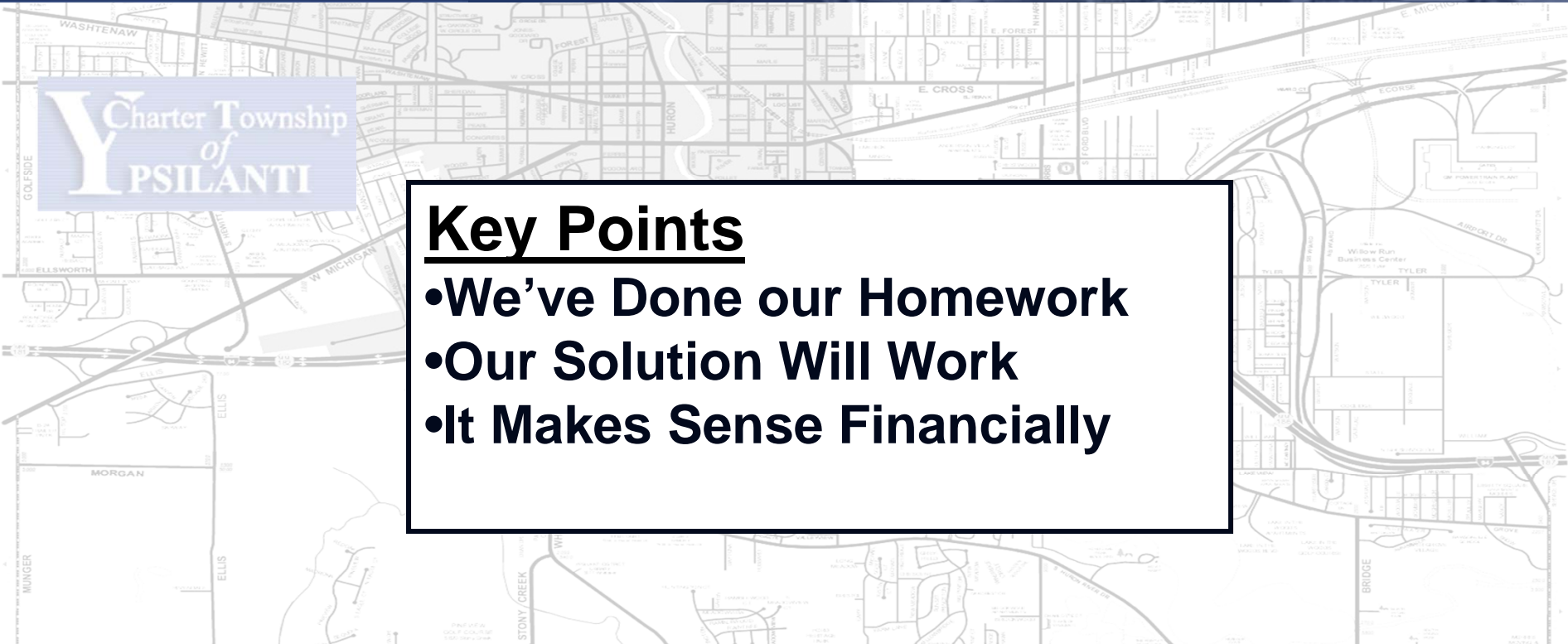
There are a number of mechanical pieces of equipment that have outlived their life and there are additional things that need to be done to bring the building up to the current code as well as make it energy efficient. This work would be similar to the work that Honeywell did here at the Civic Center, with the exception of there will be a "change of use" for some of the rooms upstairs at the former MSP post. Specifically adding locker rooms up in areas not used much by the MSP.

It is important to note that some of the equipment for this building will have to be ordered and some items have a two-month lead time on them. The goal would be to move in during the summer/fall time period. Please see the attachment for the proposed work to be done.

After a discussion with the 3 F/T officials, it is proposed that we fund this with the capital improvement allocation in fund balance.

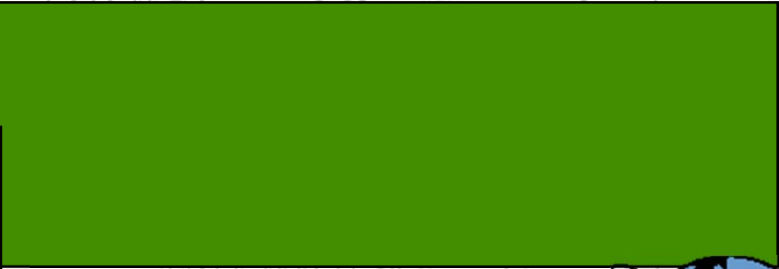
Should you authorize this work, Honeywell will draw up a contract for Mr. Winters review and we will bring the contract back to the next board meeting for your approval.

Myself and Honeywell representatives will be at the work session with a Presentation to address any questions you may have. Should you have questions some prior to the meeting, please feel free to contact me at 544.3770.

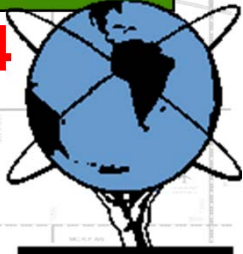


**Key Points**

- We've Done our Homework
- Our Solution Will Work
- It Makes Sense Financially



**February 4, 2014**  
**Honeywell**



# Agenda



- Phase 1 & 2 Performance (Civic Center)
- State Police Post Existing Conditions
- Proposed Scope of Work
- Project Cost and Savings
- Project Cash Flows

**Honeywell**

Proven Track Record and Local  
Performance Contracting References  
With 100% Accountability for Results



## **Phase 1 & 2 Scope of Work**

- **Boiler Replacement**
- **Chiller Installation**
- **Convert AHU's to VAV System**
- **Fan Replacement with VFD's**
- **Controls Replacement/Optimization**
- **Lighting Retrofits**
- **Lighting Controls**
- **Building Envelope Improvements**
- **Honeywell helped Secure \$484,400 in EECBG Grant**

**Honeywell**

Proven Track Record and Local  
Performance Contracting References  
With 100% Accountability for Results





# Phase 1 & 2 Energy Performance

TIME PERIOD		TOTAL COST AVOIDANCE	ANNUAL ENERGY GUARANTEE	NET RESULTS
Installation Period		\$ 20,583		\$ 20,583
Year 1	11/10 - 10/11	\$ 43,377	\$ 35,811	\$ 7,566
Year 2	11/11 - 10/12	\$ 40,014	\$ 35,811	\$ 4,203
<b>TOTAL</b>		<b>\$ 103,974</b>	<b>\$ 71,622</b>	<b>\$ 32,352</b>

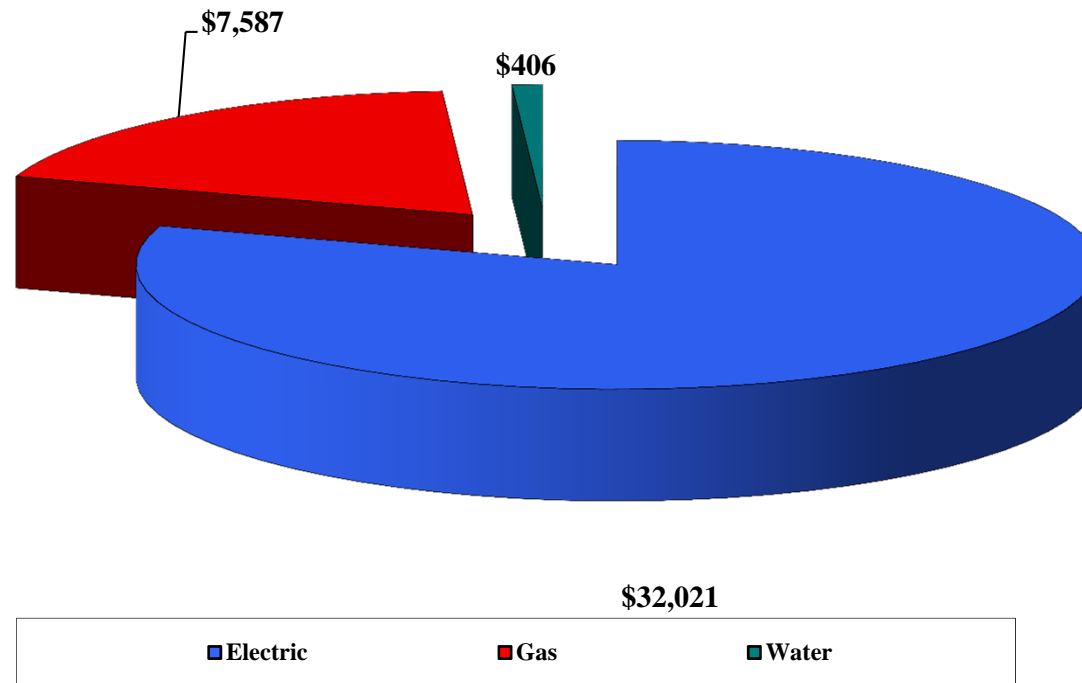
Exceeding Expectations:  
Additional \$32,352 in  
energy savings in 2 years

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Performance Contracting References  
With 100% Accountability for Results



# Phase 1 & 2 Energy Performance Year 2



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Performance Contracting References  
With 100% Accountability for Results



# Life Cycle Analysis



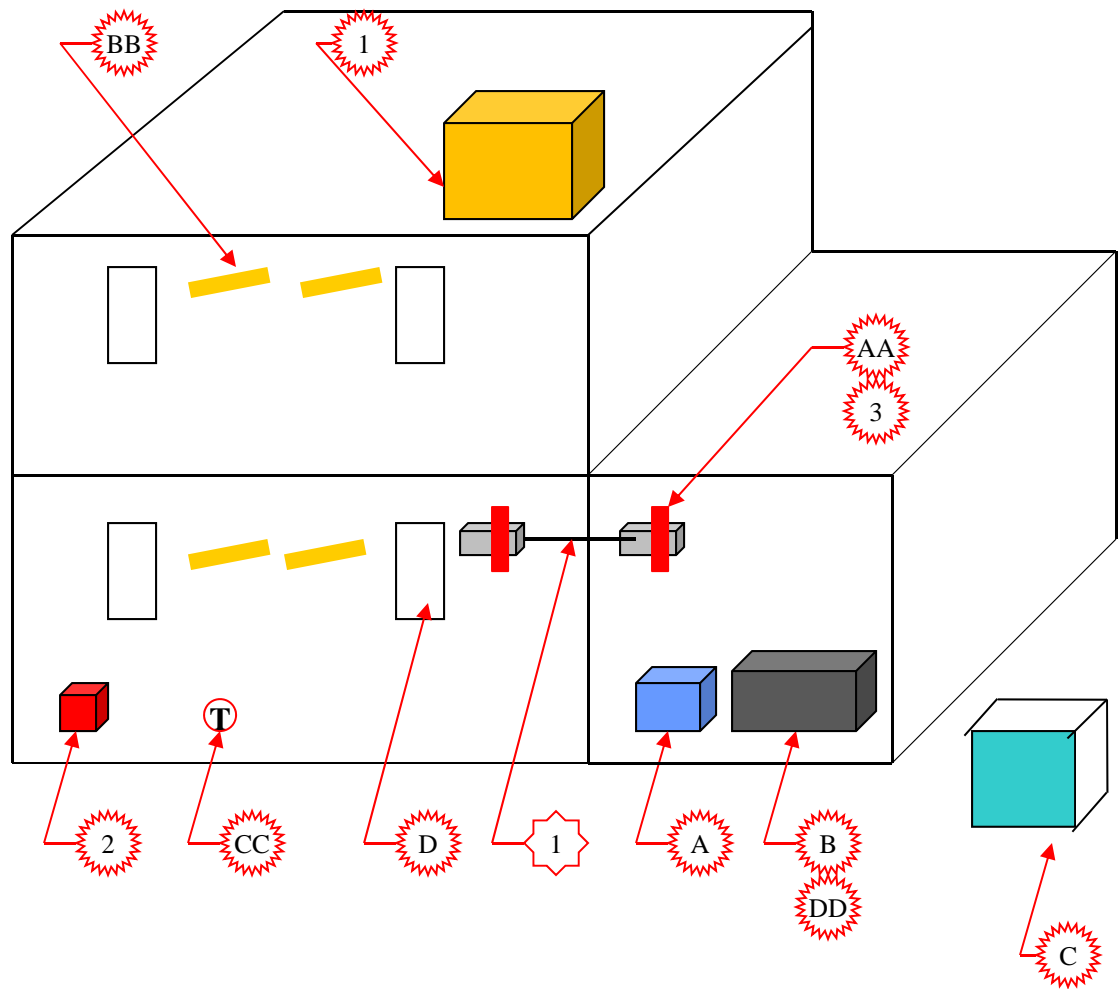
Building	Unit	Qty	Capacity	Units	Replacement Cost	Year Installed	Service Life (Years)	Years Remaining
State Police Post								
	Multi-Zone AHU	1	10,200	CFM	\$66,759	1972	25	0
	Reheat Coils	6	40-80	MBH	\$23,821	1972	25	0
	DX Air Conditioning	1	30	Ton	\$32,255	1972	20	0
	Boiler Installation	1	500	MBH	\$47,495	2002	20	9
	HVAC Controls	1	10,650	Sq Ft	\$94,990	1972	25	0
<b>TOTAL</b>					<b>\$265,320</b>			

**Honeywell**









Proven Track Record and Local  
Performance Contracting References  
With 100% Accountability for Results



# State Police Post



## LEGEND

- Old Equipment Replacement Needed**
-  A New Condensing Boiler
  -  B New Air Handling Unit
  -  C New AC Unit
  -  D Window/Door Replacement
- Energy Conservation Improvements**
-  AA Install VAV Boxes w/ Reheat Coils
  -  BB Interior Lighting Retrofits/Exterior Lighting Replacement LED
  -  CC DDC Computer Control System
  -  DD New Variable Frequency Drives
- Code/New Space Utilization Requirements**
-  1 Install New Make Up Air Unit for Locker Rooms
  -  2 New IT Room AC
  -  3 Add Additional VAV's for Zoning
- Existing Equipment**
-  1 Clean and Sanitize Duct System

# Honeywell

Proven Track Record and Local Performance Contracting References With 100% Accountability for Results



# Pricing Breakdown



	Scope of Work	Cost	Rebates	Net Cost	Energy Savings*	Operational Savings
Old Equipment Replacement Needed (End of Useful Life)	-Replace Air Handling Unit -Install Condensing Boiler -Replace Air Conditioning Unit - Replace Control System -Replace 25 Windows and Main Entrance Doors	\$305,484	\$0	\$305,484	\$0	\$14,910
Energy Conservation Improvements	-Install (6) VAV Boxes w/ Reheat -Install VFD's on Supply/Return Fans -Valve Replacement - Hybrid Boiler System Controls -Control Optimization - High Efficiency Lighting Retrofit -Occupancy Sensor Installation -Exterior LED Lighting Replacement	\$175,122	\$5,000	\$170,122	\$16,560	\$3,277
Code and New Space Utilization Equipment Required	-Install new Make Up Air Unit for 2nd Floor Locker Rooms -Install New Duct Work for Locker Rooms -Install New Fin Tube Radiation for Locker Rooms -Add (3) additional VAV boxes w/Reheat -Install IT Room Air Conditioning Unit -Complete Duct System Cleaning/Sanitizing	\$125,972	\$0	\$125,972	\$0	\$0
Energy Program Management	9% of Project Cost	\$52,746		\$52,746		
<b>TOTAL</b>		<b>\$659,324</b>	<b>\$5,000</b>	<b>\$654,324</b>	<b>\$16,560</b>	<b>\$18,188</b>

\*Savings projected based on expected occupancy patterns of Police Station

# Financial Analysis

Total Honeywell Project Cost	\$659,324
Projected Rebates	\$5,000
Net Project Cost	\$654,324
Total Energy Savings*	\$16,560
Total Operational Savings	\$18,188
Inflation Rate	4.00%

Year	ANNUAL INVESTMENT			ANNUAL SAVINGS				CASHFLOW
	Payment	On -	Total	Total	Total	Total	Net	Net
		Going	Annual	Energy	Operational	Annual	Annual	Positive
		Cost	Costs	Savings	Savings	Savings	Savings	Cashflow
0			\$ -			\$ -	\$ -	\$ -
1	\$ 654,324		\$ 654,324	\$ 16,560	\$ 18,188	\$ 34,748	\$(619,576)	\$ (619,576)
2			\$ -	\$ 17,222	\$ 18,915	\$ 36,138	\$ 36,138	\$ (583,438)
3			\$ -	\$ 17,911	\$ 19,672	\$ 37,583	\$ 37,583	\$ (545,855)
4			\$ -	\$ 18,628	\$ 20,459	\$ 39,087	\$ 39,087	\$ (506,768)
5			\$ -	\$ 19,373	\$ 21,277	\$ 40,650	\$ 40,650	\$ (466,118)
6			\$ -	\$ 20,148	\$ 22,128	\$ 42,276	\$ 42,276	\$ (423,842)
7			\$ -	\$ 20,954	\$ 23,014	\$ 43,967	\$ 43,967	\$ (379,875)
8			\$ -	\$ 21,792	\$ 23,934	\$ 45,726	\$ 45,726	\$ (334,149)
9			\$ -	\$ 22,663	\$ 24,892	\$ 47,555	\$ 47,555	\$ (286,594)
10			\$ -	\$ 23,570	\$ 25,887	\$ 49,457	\$ 49,457	\$ (237,136)
11			\$ -	\$ 24,513	\$ 26,923	\$ 51,435	\$ 51,435	\$ (185,701)
12			\$ -	\$ 25,493	\$ 28,000	\$ 53,493	\$ 53,493	\$ (132,208)
13			\$ -	\$ 26,513	\$ 29,120	\$ 55,633	\$ 55,633	\$ (76,576)
14			\$ -	\$ 27,574	\$ 30,284	\$ 57,858	\$ 57,858	\$ (18,718)
15			\$ -	\$ 28,677	\$ 31,496	\$ 60,172	\$ 60,172	\$ 41,454
16			\$ -	\$ 29,824		\$ 29,824	\$ 29,824	\$ 71,278
17			\$ -	\$ 31,017		\$ 31,017	\$ 31,017	\$ 102,295
18			\$ -	\$ 32,257		\$ 32,257	\$ 32,257	\$ 134,552
19			\$ -	\$ 33,547		\$ 33,547	\$ 33,547	\$ 168,099
20			\$ -	\$ 34,889		\$ 34,889	\$ 34,889	\$ 202,989
Totals	\$ 654,324	\$ -	\$ 654,324	\$ 493,124	\$ 364,189	\$ 857,313	\$ 202,989	\$ 202,989

\*Savings projected on expected occupancy patterns of new Police Station

# BENEFITS

- Improved Comfort and Safety in Building
- Proactive Management of Township Asset
- Energy Efficiency in Township Building
- 24 Hour Monitoring of Township Asset
- Staff Training to better utilize systems
- Fiscally & Environmentally Responsible

**Honeywell**

Proven Track Record and Local  
Performance Contracting References  
With 100% Accountability for Results



# Program Summary



## Why Honeywell?

- **20+ Years of Proven Experience with Township and in Performance Contracting.**
- **Proven Performance with Township**
- **Over 100 Active Performance Contracts Delivered in Michigan.**
- **Local Team to Deliver Results.**
- **“TRUE” Accountability for Results.**
- **Stable Organization to Partner With Over the Term of the Agreement.**
- **Commitment to Implement Project Within Timelines/Schedules.**

**Honeywell**

Proven Track Record and Local  
Performance Contracting References  
With 100% Accountability for Results





# Open Discussion

**Honeywell**

Proven Track Record and Local  
Performance Contracting References  
With 100% Accountability for Results



# **Work Session Agenda Item**

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1. Discuss Special Assessment District for Neighborhood  
Cameras ..... *Supervisor Stumbo*

# REVIEW AGENDA

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- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

# OTHER DISCUSSION

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



# Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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

## **REGULAR MEETING AGENDA**

**TUESDAY, FEBRUARY 4, 2014  
7:00 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC HEARING
  - A. 7:00 P.M. – SPECIAL ASSESSMENT STREETLIGHT DISTRICT FOR BRADLEY STREET – RESOLUTION 2014-1 (PUBLIC HEARING SET AT THE NOVEMBER 25, 2013 REGULAR MEETING)
  - B. 7:15 P.M. – SPECIAL ASSESSMENT STREETLIGHT DISTRICT FOR FIRWOOD, ELDER, HAZEL COURT AND HIGHLAND COURT – RESOLUTION 2014-2 (PUBLIC HEARING SET AT THE NOVEMBER 25, 2013 REGULAR MEETING)
4. PUBLIC COMMENTS
5. CONSENT AGENDA
  - A. MINUTES OF THE JANUARY 21, 2014 WORK SESSION AND REGULAR MEETING
  - B. STATEMENTS AND CHECKS
6. ATTORNEY REPORT

### **NEW BUSINESS**

1. RESOLUTION NO. 2014-3, ADOPTION OF PARKS AND RECREATION MASTER PLAN
2. REQUEST TO APPROVE 14-B DISTRICT COURT, LOCAL 3451 AFSCME 2014-2017 CONTRACT EXPENDITURES

### **OTHER BUSINESS**

# RESOLUTION NO. 2014 - 1

## AUTHORIZING STREET LIGHTING FOR BRADLEY STREET, CONSISTING OF 37 PARCELS AND FOR CREATION OF A SPECIAL ASSESSMENT DISTRICT

**WHEREAS**, on or about November 1, 2013, the Township Clerk received one petition from the record owners of persons having a vendee's interest as shown by the records in the Washtenaw County Register of Deeds Office or as shown on the tax rolls of the Township, petitioning the Township Board for street lighting for Bradley Street, consisting of 37 parcels, in Ypsilanti Township and for the creation and establishment of a special assessment district for the purpose of defraying said cost of street lighting by special assessments against the property especially benefited; and

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

**WHEREAS**, on November 15, 2013, Joe Honce of Detroit Edison Community Lighting Group prepared and submitted proposed plans to install street lighting for Bradley Street, Ypsilanti Township, consisting of 37 parcels, which said plans included, *inter alia*, the installation of five (5) "**100 Watt High Pressure Sodium (HPS) Acorn Fixtures Mounted on 11'6" Windsor Fiberglass Poles**" with the cost of said improvements being approximately:

<b>Total Estimate Construction Cost:</b> .....	<b>\$12,717.09</b>
<b>Total Lamp Charge For Three (3) Years:</b> .....	<b>\$ 4,951.80</b>
<b>Contribution (Cost minus 3 years revenue):</b> .....	<b>\$ 7,765.29</b>
<b>Total Annual Lamp Charges:</b> .....	<b>\$ 1,650.60</b>

**WHEREAS**, on December 3, 2013, the Township Clerk received notification from the Township Assessor that the cost of providing street lights for Bradley Street, consisting of 37 parcels, which said plans included, *inter alia*, the installation of five (5) "**100 Watt High Pressure Sodium (HPS) Acorn Fixtures Mounted on 11'6" Windsor Fiberglass Poles**" will be **\$65.60** per parcel for a 10-year period; thereafter, said costs shall be **\$44.61** per parcel for street lighting, based on general benefit; and

**WHEREAS**, the Township Clerk has given notice to each record owner of or party in interest in property to be assessed, by first class mail, addressed to the record owner or party in interest at the address shown on the tax records, at least 10 (ten) days before the February 4, 2014 public hearing, setting forth the district affected in said petition, place and purpose of said public hearing to allow any interested person an opportunity to voice any objection which may be offered against creating said district; and

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

**WHEREAS**, on February 4, 2014, the Charter Township of Ypsilanti held a public hearing to hear any objections which may be offered against creating said special assessment district.

**NOW THEREFORE, BE IT RESOLVED**, that the Charter Township of Ypsilanti determines that the petition filed by the record owners of Bradley Street, consisting of 37 parcels, on November 1, 2013, is sufficient for all purposes set forth pursuant to Act 188 of the Public Acts of 1954, as amended.

**BE IT FURTHER RESOLVED**, that a special assessment district be created for the purpose of providing street lights for Bradley Street, consisting of 37 parcels.

**BE IT FURTHER RESOLVED**, that the Township Board accepts the plans and estimate of costs as presented by Detroit Edison for Bradley Street, consisting of 37 parcels, which said plans included, *inter alia*, the installation of five (5) **“100 Watt High Pressure Sodium (HPS) Acorn Fixtures Mounted on 11’6” Windsor Fiberglass Poles”** will be **\$65.60** per parcel for a 10-year period; thereafter, said costs shall be **\$44.61** per parcel for street lighting, based on general benefit.

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

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

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

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

**Exhibit A to Master Agreement**

**Purchase Agreement**

This Purchase Agreement (this "Agreement") is dated as of November 15, 2013 between The Detroit Edison Company ("Company") and Ypsilanti Township ("Customer").

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 Number:	37391255	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	Ypsilanti Township – Bradley Avenue, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	5	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	5 – underground fed 100w High Pressure Sodium Granville Acorn style fixtures mounted on 5 - 11' 6' Windsor fiberglass posts.	
5. Estimated Total Annual Lamp Charges	\$1,650.60	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$12,717.09
	Credit for 3 years of lamp charges:	4,951.80
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$7,765.29</b>
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 thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(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  _____	
10. Customer Address for Notices:	Karen Lovejoy Roe 7200 S Huron River Drive Ypsilanti, MI 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 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

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

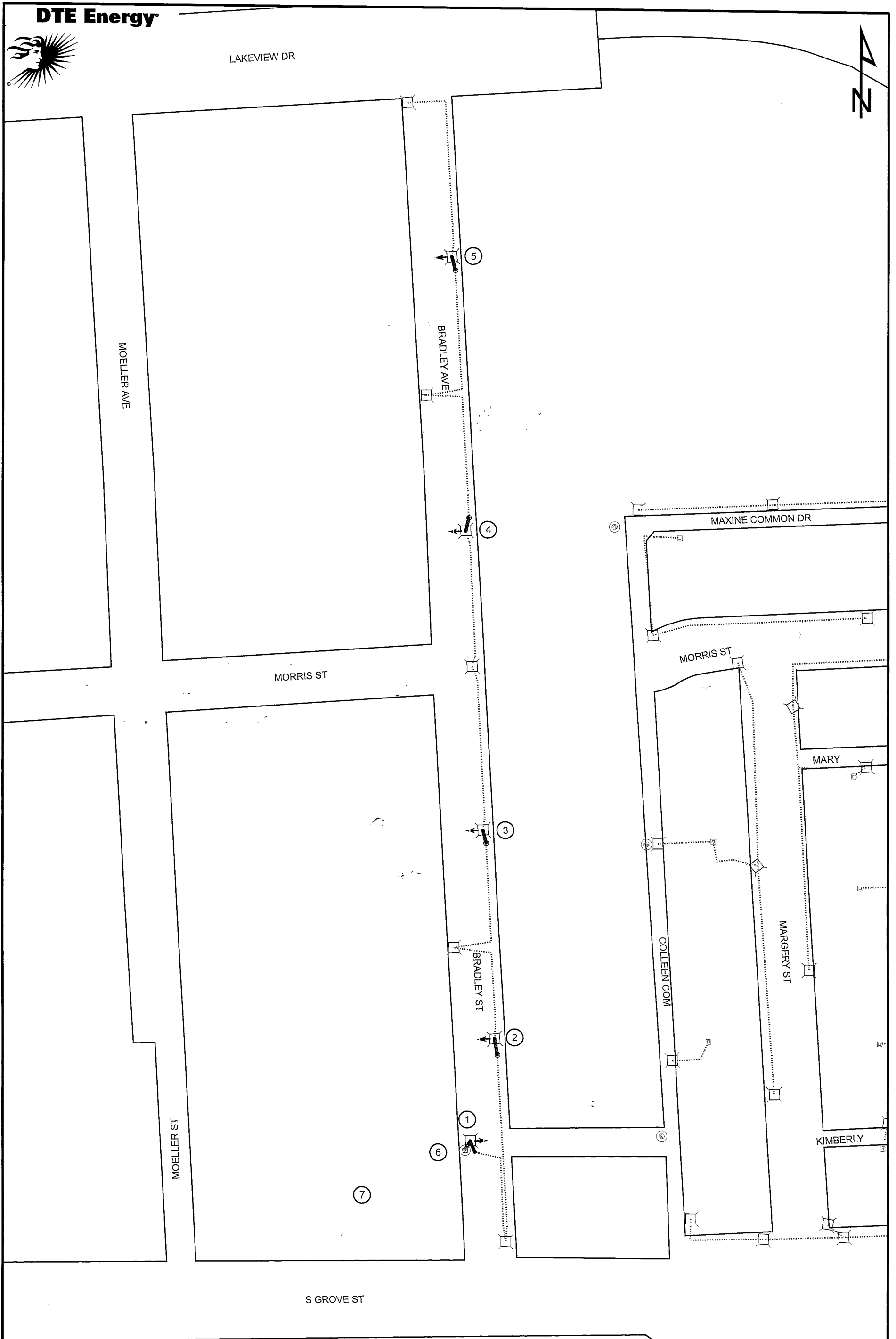
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



LAKEVIEW DR



Work Order # <b>37423622</b>	Work Order Description <b>NBUS - 5 UG - Bradley Ave - Ypsilanti Twp</b>	GIS-DSN	SRW	RSD	PH	PLC
Service Center	Circuit #1	Circuit #2	COH	COS	CUG	CUL
Service Center	<b>Circuit 1</b>		<b>Circuit 2</b>		CUS	
Worksite City	<b>Worksite City Twp County</b>		Worksite Twp.	Worksite County		SCMAT
Town	Range	Section	Qtr	Planner Name	CUE Request #	Version
<b>Town Range Section</b>				<b>Harter, James A</b>	<b>390329</b>	<b>1</b>
					Plot Date	Scale
					<b>10/15/2013</b>	

# RESOLUTION NO. 2014 - 2

## AUTHORIZING STREET LIGHTING FOR FIRWOOD, ELDER, HAZEL AND HIGHLAND STREETS CONSISTING OF 70 PARCELS AND FOR CREATION OF A SPECIAL ASSESSMENT DISTRICT

**WHEREAS**, on or about October 23, 2013, the Township Clerk received one petition from the record owners of persons having a vendee's interest as shown by the records in the Washtenaw County Register of Deeds Office or as shown on the tax rolls of the Township, petitioning the Township Board for street lighting for Firwood, Elder, Hazel and Highland Streets, consisting of 70 parcels, in Ypsilanti Township and for the creation and establishment of a special assessment district for the purpose of defraying said cost of street lighting by special assessments against the property especially benefited; and

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

**WHEREAS**, on December 19, 2013, Joe Honce of Detroit Edison Community Lighting Group prepared and submitted proposed plans to install street lighting for Firwood, Elder, Hazel and Highland Streets, Ypsilanti Township, consisting of 70 parcels, which said plans included, *inter alia*, the installation of eighteen (18) **"80 Watt Granville II LED Acorn Fixtures Mounted on 11'6" Windsor Fiberglass Poles"** on a foundation with the cost of said improvements being approximately:

<b>Total Estimate Construction Cost:</b> .....	<b>\$86,887.16</b>
<b>Total Lamp Charge For Three (3) Years:</b> .....	<b>\$16,107.12</b>
<b>Contribution (Cost minus 3 years revenue):</b> .....	<b>\$70,780.04</b>
<b>Total Annual Lamp Charges:</b> .....	<b>\$ 5,369.04</b>

**WHEREAS**, on December 20, 2013, the Township Clerk received notification from the Township Assessor that the cost of providing street lights for for Firwood, Elder, Hazel and Highland Streets, Ypsilanti Township, consisting of 70 parcels, which said plans included, *inter alia*, the installation of eighteen (18) **"80 Watt Granville II LED Acorn Fixtures Mounted on 11'6" Windsor Fiberglass Poles"** on a foundation will be **\$177.81** per parcel for a 10-year period; thereafter, said costs shall be **\$76.70** per parcel for street lighting, based on general benefit; and

**WHEREAS**, the Township Clerk has given notice to each record owner of or party in interest in property to be assessed, by first class mail, addressed to the record owner or party in interest at the address shown on the tax records, at least 10 (ten) days before the February 4, 2014 public hearing, setting forth the district affected in said petition, place and purpose of said public hearing to allow any interested person an opportunity to voice any objection which may be offered against creating said district; and

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

**WHEREAS**, on February 4, 2014, the Charter Township of Ypsilanti held a public hearing to hear any objections which may be offered against creating said special assessment district.

**NOW THEREFORE, BE IT RESOLVED**, that the Charter Township of Ypsilanti determines that the petition filed by the record owners of Firwood, Elder, Hazel and Highland Streets, consisting of 70 parcels, on October 23, 2013, is sufficient for all purposed set forth pursuant to Act 188 of the Public Acts of 1954, as amended.

**BE IT FURTHER RESOLVED**, that a special assessment district be created for the purpose of providing street lights for Firwood, Elder, Hazel and Highland Streets, consisting of 70 parcels.

**BE IT FURTHER RESOLVED**, that the Township Board accepts the plans and estimate of costs as presented by Detroit Edison for Firwood, Elder, Hazel and Highland Streets, consisting of 70 parcels, which said plans included, *inter alia*, the installation of eighteen (18) **“80 Watt Granville II LED Acorn Fixtures Mounted on 11’6” Windsor Fiberglass Poles”** on a foundation will be **\$177.81** per parcel for a 10-year period; thereafter, said costs shall be **\$76.70** per parcel for street lighting, based on general benefit.

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

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

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

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

**Exhibit A to Master Agreement**

**Purchase Agreement**

This Purchase Agreement (this "Agreement") is dated as of December 20, 2013 between The Detroit Edison Company ("Company") and Ypsilanti Township ("Customer").

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 Number:	37544492	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	Ypsilanti Township – Firwood St, Elder St, Hazel Ct and Highland Ct, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	18	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	18 – Underground fed 80w LED Granville II Acorn style fixtures mounted on 18 - 11' 6" Windsor fiberglass posts on foundations.	
5. Estimated Total Annual Lamp Charges	\$5,369.04	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$86,887.16
	Credit for 3 years of lamp charges:	\$16,107.12
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$70,780.04</b>
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 thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(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  _____	
10. Customer Address for Notices:	Karen Lovejoy Roe 7200 S Huron River Drive Ypsilanti, MI 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 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

By: \_\_\_\_\_

By: \_\_\_\_\_

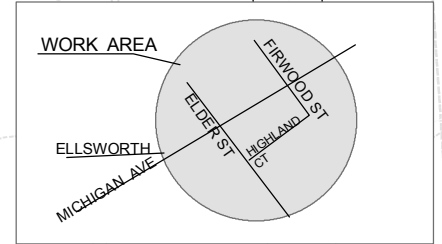
Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_





**Streetlight Billing Summary**  
 A230 - YPSILANTI TWP OF  
 5205 YPSIL IN 18 \*563  
 Created on: 12/18/2013 9:44:52 AM

**Trench-Bore Summary**

Type	Occupants	Length
ST LT - BORE - IN CONDUIT	E (BORE SYMBOL)	2024
ST LT - TRENCH	E	1049
Total =		3073

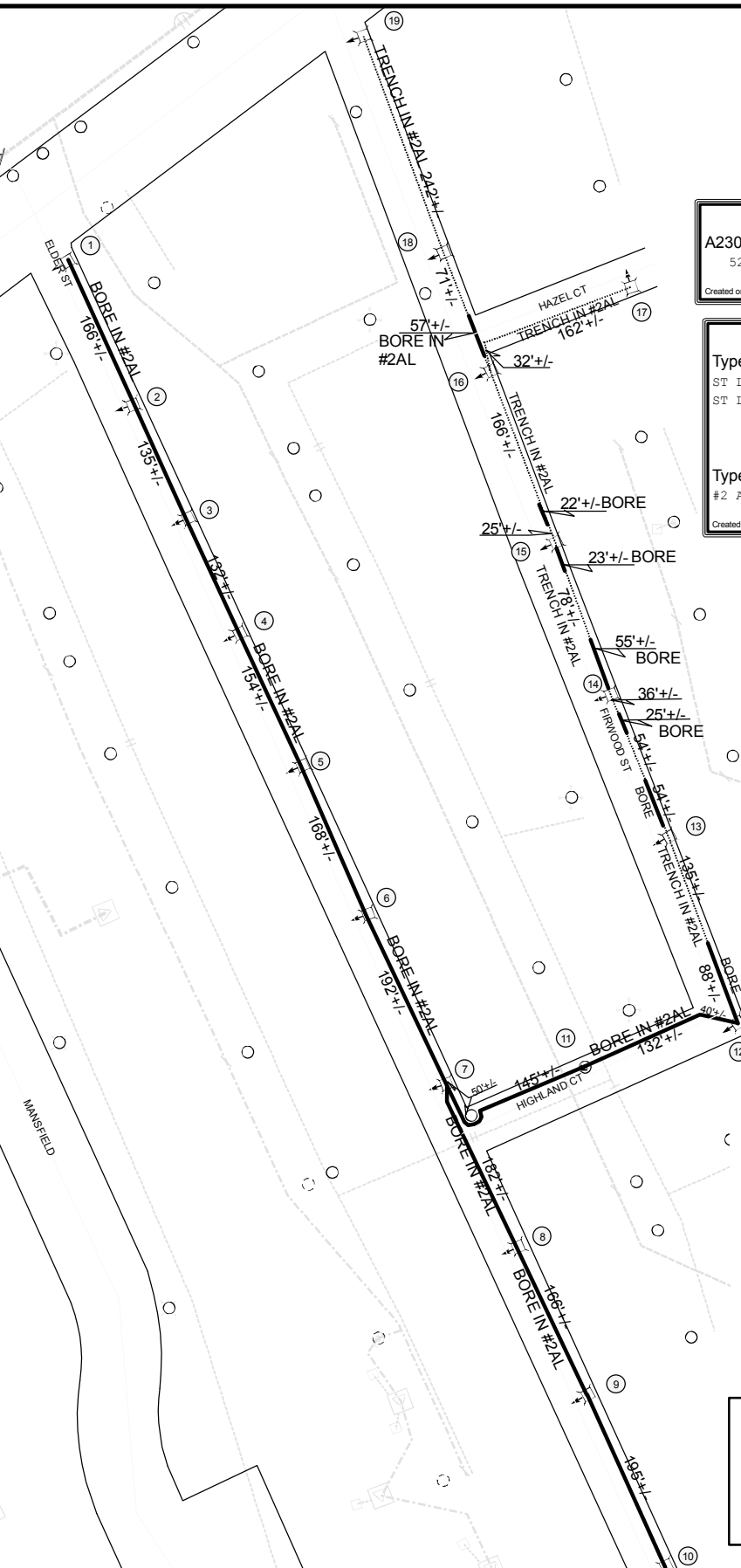
  

**Cable Summary**

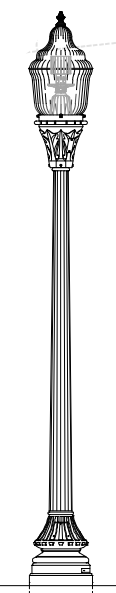
Type	Legacy Stock # /SAP #	Length
#2 ALX2 - #4 ALX1	713-0878/100075024	1727

Created on: 12/18/2013 9:44:57 AM

- LOC 1  
IN: UG MULTIPLE LED 80 LW ACORN  
IN: PC16B - BUTTON AND ADAPTER  
L 80 AAS017 -- 5205 YPSIL -- A230 -- 563 -- B  
IN: POST CODE 016  
IN: FOUNDATION TYPE 16A CONCRETE
- LOC 2  
IN: UG MULTIPLE LED 80 LW ACORN  
IN: PC16B - BUTTON AND ADAPTER  
L 80 AAS016 -- 5205 YPSIL -- A230 -- 563 -- B  
IN: POST CODE 016  
IN: FOUNDATION TYPE 16A CONCRETE
- LOC 3  
IN: UG MULTIPLE LED 80 LW ACORN  
IN: PC16B - BUTTON AND ADAPTER  
L 80 AAS015 -- 5205 YPSIL -- A230 -- 563 -- B  
IN: POST CODE 016  
IN: FOUNDATION TYPE 16A CONCRETE
- LOC 4  
IN: UG MULTIPLE LED 80 LW ACORN  
IN: PC16B - BUTTON AND ADAPTER  
L 80 AAS012 -- 5205 YPSIL -- A230 -- 563 -- B  
IN: POST CODE 016  
IN: FOUNDATION TYPE 16A CONCRETE
- LOC 5  
IN: UG MULTIPLE LED 80 LW ACORN  
IN: PC16B - BUTTON AND ADAPTER  
L 80 AAS011 -- 5205 YPSIL -- A230 -- 563 -- B  
IN: POST CODE 016  
IN: FOUNDATION TYPE 16A CONCRETE
- LOC 6  
IN: UG MULTIPLE LED 80 LW ACORN  
IN: PC16B - BUTTON AND ADAPTER  
L 80 AAS010 -- 5205 YPSIL -- A230 -- 563 -- B  
IN: POST CODE 016  
IN: FOUNDATION TYPE 16A CONCRETE
- LOC 7  
IN: UG MULTIPLE LED 80 LW ACORN  
IN: PC16B - BUTTON AND ADAPTER  
L 80 AAS009 -- 5205 YPSIL -- A230 -- 563 -- B  
IN: POST CODE 016  
IN: FOUNDATION TYPE 16A CONCRETE
- LOC 8  
IN: UG MULTIPLE LED 80 LW ACORN  
IN: PC16B - BUTTON AND ADAPTER  
L 80 AAS008 -- 5205 YPSIL -- A230 -- 563 -- B  
IN: POST CODE 016  
IN: FOUNDATION TYPE 16A CONCRETE
- LOC 9  
IN: UG MULTIPLE LED 80 LW ACORN  
IN: PC16B - BUTTON AND ADAPTER  
L 80 AAS007 -- 5205 YPSIL -- A230 -- 563 -- B  
IN: POST CODE 016  
IN: FOUNDATION TYPE 16A CONCRETE
- LOC 10  
IN: UG MULTIPLE LED 80 LW ACORN  
IN: PC16B - BUTTON AND ADAPTER  
L 80 AAS006 -- 5205 YPSIL -- A230 -- 563 -- B  
IN: POST CODE 016  
IN: FOUNDATION TYPE 16A CONCRETE
- LOC 11  
IN: DET 23227C  
IN: DET 23227C
- LOC 12  
IN: UG MULTIPLE LED 80 LW ACORN  
IN: PC16B - BUTTON AND ADAPTER  
L 80 AAS005 -- 5205 YPSIL -- A230 -- 563 -- B  
IN: POST CODE 016  
IN: FOUNDATION TYPE 16A CONCRETE
- LOC 13  
IN: UG MULTIPLE LED 80 LW ACORN  
IN: PC16B - BUTTON AND ADAPTER  
L 80 AAS004 -- 5205 YPSIL -- A230 -- 563 -- B  
IN: POST CODE 016  
IN: FOUNDATION TYPE 16A CONCRETE
- LOC 14  
IN: UG MULTIPLE LED 80 LW ACORN  
IN: PC16B - BUTTON AND ADAPTER  
L 80 AAS003 -- 5205 YPSIL -- A230 -- 563 -- B  
IN: POST CODE 016  
IN: FOUNDATION TYPE 16A CONCRETE
- LOC 15  
IN: UG MULTIPLE LED 80 LW ACORN  
IN: PC16B - BUTTON AND ADAPTER  
L 80 AAS002 -- 5205 YPSIL -- A230 -- 563 -- B  
IN: POST CODE 016  
IN: FOUNDATION TYPE 16A CONCRETE
- LOC 16  
IN: UG MULTIPLE LED 80 LW ACORN  
IN: PC16B - BUTTON AND ADAPTER  
L 80 AAS000 -- 5205 YPSIL -- A230 -- 563 -- B  
IN: POST CODE 016  
IN: FOUNDATION TYPE 16A CONCRETE
- LOC 17  
IN: UG MULTIPLE LED 80 LW ACORN  
IN: PC16B - BUTTON AND ADAPTER  
L 80 AAS001 -- 5205 YPSIL -- A230 -- 563 -- B  
IN: POST CODE 016  
IN: FOUNDATION TYPE 16A CONCRETE
- LOC 18  
IN: UG MULTIPLE LED 80 LW ACORN  
IN: PC16B - BUTTON AND ADAPTER  
L 80 AAR999 -- 5205 YPSIL -- A230 -- 563 -- B  
IN: POST CODE 016  
IN: FOUNDATION TYPE 16A CONCRETE
- LOC 18  
IN: UG MULTIPLE LED 80 LW ACORN  
IN: PC16B - BUTTON AND ADAPTER  
L 80 AAR998 -- 5205 YPSIL -- A230 -- 563 -- B  
IN: POST CODE 016  
IN: FOUNDATION TYPE 16A CONCRETE



**NOTE TO CONTRACTOR**  
 DTE MAINTAINS THE RIGHT TO INSPECT ALL FIELD INSTALLATIONS DURING THE TIME OF CONSTRUCTION.  
 PLEASE CONTACT THE PRINCIPAL FACILITATOR - BRIAN KINNICK @ 734-358-1529 OR UG TECHNICIAN - \_\_\_\_\_ A MINIMUM OF 24 HOURS IN ADVANCE, PRIOR TO THE START OF CONSTRUCTION.



80W ACORN LW LED

**JOB NOTE:**  
 - UG SL LOCS TO BE INSTALLED 4' BACK OF CURB  
 - UG SL LOCS ARE PAINTED /& OR STAKED

Work Order # <b>37551217</b>	Work Order Description <b>NBUS-IN 18 UG SL-ELDER/FIREWOOD/MICHIGAN--YPSI</b>	GIS-DSN <b>37551225</b>	SRW	RSD	PH	PLC
Service Center <b>AASC</b>	Circuit #1 <b>DC 9868 COLLINS</b>	Circuit #2	COS	CUG <b>37551235</b>	CUL <b>37551234</b>	CUS
Worksite City <b>YPSILANTI</b>	Worksite Twp.		Worksite County <b>WASHTENAW</b>			SCMAT
Town	Range	Section	Qtr	Planner Name <b>Lee, Linda K 734-397-4169</b>	CUE Request # <b>400094</b>	Version <b>1</b>
					Plot Date <b>12/18/2013</b>	Scale

# PUBLIC COMMENTS

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**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JANUARY 21, 2014 WORK SESSION**

Supervisor Stumbo called the meeting to order 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 Stan Eldridge, Jean Hall Currie, Mike Martin and Scott Martin

**Members Absent:** None

**Legal Counsel:** Wm. Douglas Winters

**SNOW REMOVAL DISCUSSION ..... TRUSTEE ELDRIDGE**

Trustee Eldridge said he was approached by several residents regarding a snow removal ordinance. He provided a copy of the City of Ypsilanti and the City of Ann Arbor's information about their snow removal ordinance. Trustee Eldridge said he wanted the Board to review the information for discussion at a later Work Session.

The Board agreed to assemble a committee to review a possible snow removal ordinance.

Arloa Kaiser, Township Resident voiced her opposition to a snow removal ordinance.

Treasurer Doe said he felt there was a need for such an ordinance and also a snow emergency ordinance so vehicles would be required to be off the streets for snow plowing.

Supervisor Stumbo stated feedback from the Neighborhood Watch meetings, information the committees and resident's concerns would be considered before a recommendation was brought back to the Board.

Trustees Eldridge, Scott Martin and Hall Currie agreed to form a committee to review a snow removal ordinance for Ypsilanti Township.

**REVIEW AGENDA ..... SUPERVISOR STUMBO**

Supervisor Stumbo reviewed the agenda with additional discussion on the following agenda items:

**CHARTER TOWNSHIP OF YPSILANTI  
JANUARY 21, 2014 WORK SESSION MINUTES  
PAGE 2**

**PUBLIC HEARING**

**A. 7:00 P.M. – PARKS AND RECREATION MASTER PLAN (PUBLIC HEARING SET AT THE DECEMBER 9, 2013 REGULAR MEETING)**

Art Serafinski, Recreation Director provided a brief summary of the process of collecting the information to update the Parks and Recreation Master Plan. He said a brief presentation would be given at the Board Meeting.

Clerk Lovejoy Roe suggested prioritizing revenue-generating items. She also suggested including more winter related sports, such as outdoor ice skating and skiing.

Supervisor Stumbo stated there were a few administrative changes needed that she would provide to Mr. Serafinski.

Discussion followed on the trend for development of adult playgrounds. Clerk Lovejoy Roe suggested an adult playground be included in the Master Plan.

**SUPERVISOR REPORT**

Supervisor Stumbo said the full-time officials, the Development Team and the Board had discussed the increase in rental properties since 2007 and the possibility of addressing the issue in the Master Plan update. She asked the Board to authorize legal counsel to research ways to address the surge in rental properties, due to foreclosures, in our community. The Board agreed to add this item to the agenda.

Attorney Winters stated the joint effort of the full-time officials and Township staff had been successful regarding blight enforcement. He said the result possible ordinances that addressed several issues regarding blight and neighborhood stabilization.

Mike Radzik, OCS Director briefly reviewed the rental certification program statistics, which began in 2007. He said rental properties in single-family neighborhoods had grown 140% over the last five years.

Clerk Lovejoy Roe stated the neighborhood rental properties had turned into a zoning issue and voiced her support to authorize the attorney to look at options regarding specific zoning and assessing for rentals in single-family residential districts. She said that Habitat for Humanity had been very helpful in aiding the Township's efforts to stabilize neighborhoods.

**CLERK REPORT**

Clerk Lovejoy Roe stated her report was in the board packet and would be included in the board meeting minutes.

**CHARTER TOWNSHIP OF YPSILANTI  
JANUARY 21, 2014 WORK SESSION MINUTES  
PAGE 3**

**OLD BUSINESS**

- 1. 2<sup>ND</sup> READING RESOLUTION NO. 2013-35, PROPOSED ORDINANCE NO. 2013-433, FIRE INSURANCE REQUIREMENT FOR RENTAL HOMES (FIRST READING HELD AT THE NOVEMBER 25,, 2013 REGULAR MEETING)**

Mike Radzik, OCS Director stated the ordinance would require rental owners to provide proof of insurance at the time of inspection and require owners to provide proof of insurance on demand.

**NEW BUSINESS**

- 1. REQUEST OF HABITAT FOR HUMANITY FOR A \$50,000 CONTRIBUTION, WITH \$30,000 FOR THE ACQUISITION OF 1287 HUNTER AND \$20,000 TOWARD THE REMEDIATION OF MOLD AND OTHER MAJOR BLIGHT ISSUES AT 1045 PARKWOOD, BUDGETED IN LINE ITEM #101.950.000.969.010**

Supervisor Stumbo stated these items were budgeted in the 2014 budget.

- 2. REQUEST TO APPOINT LAURENCE KRIEG TO THE ANN ARBOR AREA TRANSPORTATION BOARD (AAATA)**

Supervisor Stumbo stated Mr. Krieg presently served on the Township Planning Commission. She further stated he had a strong interest in public transportation and had attended the AATA meetings on his own for many years.

Laurence Krieg, Township Resident gave a brief personal history and shared his passion for public transportation.

- 3. REQUEST TO APPROVE TRANSPORTATION FUNDING AGREEMENT BETWEEN ANN ARBOR AREA TRANSPORTATION AUTHORITY (AAATA) AND THE CHARTER TOWNSHIP OF YPSILANTI**

Attorney Winters provided a brief synopsis of the changes made to the original agreement. He said that contract would ensure any new routes would be agreed upon by both the Township and the Authority. Attorney Winters said if the millage was approved, there would be no confusion regarding the revenue stream..

**OTHER BUSINESS**

**AUTHORIZATIONS AND BIDS**

- 1. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO AWARD THE LOW BID TO MOLNAR ROOFING FOR THE CIVIC CENTER ROOF REPLACEMENT IN THE AMOUNT OF \$189,000, BUDGETED IN LINE ITEM #101.970.000.971.008 AND IN THE EVENT ADDITIONAL INSULATION IS NEEDED, AUTHORIZE THE FULL-TIME OFFICIALS TO APPROVE**

Jeff Allen, RSD Director provided a brief summary of the bids received and explained the reason there may be a need for additional insulation.

The Board agreed to approve \$189,000 and to call a special meeting if necessary.

- 2. REQUEST OF JEFF ALLEN, RSD DIRECTOR FOR AUTHORIZATION TO SEEK QUOTES FOR THE REPLACEMENT OF HARDWARE AND WICKET GATES FOR RUNNER #2 AT THE HYDRO STATION IN THE ESTIMATED AMOUNT OF \$100,000**

Michael Saranen, Hydro Dam Operator provided a brief overview of the needed repairs.

**OTHER DISCUSSION ..... BOARD MEMBERS**

There was a brief discussion regarding the Tyler Dam.

Supervisor Stumbo stated VanBuren Township had concerns regarding the removal of the dam. She said she met with Kevin Lund, from DEQ, who worked with the RACER Trust and the revitalization of the GM property and he was going to meet with Van Buren Township to review the Stantec report with them.

Jeff Allen, RSD Director said the Washtenaw County Road Commission should also be contacted regarding the road over the dam.

Trustee Scott Martin asked if we had discovered who actually owned the dam and discussion followed leading to the conclusion that the Township is the owner.

Mr. Saranen said he continued to work with Jeff Allen to establish short-term and long-term goals for the project.

**ADJOURNMENT**

The meeting adjourned at approximately 6:17 P.M.

Respectfully submitted,

Karen Lovejoy Roe, Clerk

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JANUARY 21, 2014 REGULAR MEETING**

The meeting was called to order by Supervisor Brenda L. Stumbo, at approximately 7:03 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:** None

**PUBLIC HEARING**

**A. 7:00 P.M. – PARKS AND RECREATION MASTER PLAN (PUBLIC HEARING SET AT THE DECEMBER 9, 2013 REGULAR MEETING)**

The public hearing opened at approximately 7:03 p.m.

Art Serafinski, Recreation Director gave a brief presentation on the proposed Parks and Recreation Master Plan that provided a summary of the plan (see attached). He said the complete plan was available on the Township website at [ytown.org](http://ytown.org).

There were no public comments on the Parks and Recreation Master Plan.

The public hearing closed at approximately 7:16 p.m.

**CONSENT AGENDA**

- A. MINUTES OF THE DECEMBER 9, 2013 WORK SESSION, REGULAR MEETING AND EXECUTIVE SESSION**
- B. STATEMENTS AND CHECKS FOR, DECEMBER 23, 2013, 2013 YEAR END, JANUARY 7, 2014, AND JANUARY 21, 2014**
- C. NOVEMBER AND DECEMBER 2013 TREASURER REPORT**
- D. 2013 ANNUAL TREASURER REPORT**

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

**SUPERVISOR REPORT**

Supervisor Stumbo stated the Board agreed in the Work Session to authorize neighborhood stabilization dollars for legal research pertaining to rental issues and how the issues could be addressed in the master plan. She said the issues were discussed at length, with the biggest issue being neighborhood stabilization and how to restrict future rentals.

**A motion was made by Trustee Eldridge, supported by Trustee Hall Currie to authorize expenditures of Neighborhood Stabilization funds from line item #101.950.000.801.023 for legal research pertaining to rental issues. The motion carried unanimously.**

Supervisor Stumbo stated Tammie Keen's extra duties as Neighborhood Watch Coordinator had become very time consuming and Ms. Keen would therefore only be

**CHARTER TOWNSHIP OF YPSILANTI  
JANUARY 21, 2014 REGULAR MEETING MINUTES  
PAGE 2**

attending half of the neighborhood watch meetings and she would do the other meetings in an effort to help assist her.

Supervisor Stumbo announced Wilma Gold-Jones distributed a flyer for the 2<sup>nd</sup> Annual Bowling for Charity event for the mentoring to youth in the Ypsilanti area on Saturday, March 1, 2014 from 2:30 p.m. to 4:30 p.m. at Colonial Lanes in Ann Arbor.

**CLERK REPORT**

Clerk Lovejoy Roe said she and Supervisor Stumbo attended the closing of the first property purchase from the HUD First Look Program at 1540 S. Harris. She said Ypsilanti Township purchased the property and immediately sold it to Habitat for Humanity at no cost to the Township.

- **River-Up! Ford Heritage Trail District Meeting-** Art Serafinski, Recreation Director and Karen Lovejoy Roe, Clerk attended a Ford Heritage Trail meeting with representatives from the SMITHGROUP JJR to review final plans and drawings for the Master Plan for the Ford Heritage Trail on Friday, December 20, 2013. SMITHGROUP JJR, the planner for the Heritage Trail District and the Huron River Watershed Council presented a map and final plan of the proposed Master Plan for the Ford Heritage Trail. A detailed plan was presented for a portage site for canoes on the Huron River, west of the Hydro Dam. Improvements for this specific portage site were presented as a part of the plan. This canoe portage site is part of an exciting plan to improve the Huron River for recreation and to bring economic development to the areas surrounding the Huron River. Many groups are involved in this project including the UAW, RiverUp!, Huron River Water Trail, Huron River Watershed Council, City of Ypsilanti, Ypsilanti Township, Motor Cities, Ann Arbor Ypsilanti Visitors and Convention Bureau, Washtenaw County Parks and Recreation, along with others. The part of the trail and river that the plan includes is from Rawsonville Rd. to north of Holmes Road, passing through both Ypsilanti Township and the City of Ypsilanti.
- **Walbridge Meeting Regarding Gm Willow Run Plant Demolition and Redevelopment of Property-**On Wednesday, December 4, 2013 Ypsilanti Township Elected Officials met with representatives from Walbridge to discuss the demolition of the GM Willow Run Powertrain facility and the future use of the property. Walbridge discussed plans for the redevelopment of the property and agreed to meet on a regular basis with Ypsilanti Township. They also agreed to invite Ypsilanti Township Supervisor Stumbo to all future meetings with Walbridge and Racer Trust.
- **AAATA-**Supervisor Stumbo and Clerk Lovejoy Roe have attended several meetings in November and December 2013 to finalize a proposed funding contract with AAATA for presentation to the Charter Township of Ypsilanti Board of Trustees requesting authorization to approve.
- **Urban County Executive Meeting-**Clerk Lovejoy Roe attended the UCEC meeting on Tuesday, November 26, 2013. The Housing Program Guidelines Amendments were discussed along with the Affordable Housing RFP. The 2014 Priority Project Grant was approved for the only application. The sole application was submitted by Pittsfield and Ypsilanti Townships for engineering and installation of sidewalks on Washtenaw Avenue located in both Ypsilanti and Pittsfield Townships.
- **HUD Challenge Grant-** Clerk Lovejoy Roe met on Monday, December 16, 2013 and on Monday, January 13, 2014 with representatives from Habitat for Humanity and Washtenaw County to continue to discuss the HUD Challenge Grant planning and processes for acquisition funds to establish homeownership programs in both the Gault Village Area and the West Willow Area located in Ypsilanti Township. The HUD Challenge Grant has funds available to purchase homes in both the Gault Village and West Willow



**CHARTER TOWNSHIP OF YPSILANTI  
JANUARY 21, 2014 REGULAR MEETING MINUTES  
PAGE 3**

neighborhoods for rehabilitation and homeownership. Every effort is being put forward to secure the funding for properties located in Ypsilanti Township.

- **HUD First Look Program in Cooperation with Habitat and Ypsilanti Township for Property Purchase and Sale of 1540 S. Harris Rd.**  
Supervisor Stumbo and Clerk Lovejoy Roe participated in the closing of the property purchase from HUD and then the sale to Habitat for Humanity for 1540 S. Harris Rd. on Thursday, December 5, 2013. This was the first purchase under the HUD First Look Program that was approved by the Township Board on Monday, October 14, 2013. This acquisition and sale to Habitat was at no cost to Ypsilanti Township.
- **Seniors Christmas Luncheon**-Clerk Lovejoy Roe, Treasurer Doe and Supervisor Stumbo attended the Seniors Christmas Luncheon on Tuesday, December 10, 2013. The event was well attended and was a very festive and successful event. Lunch was served to the seniors.
- **Washtenaw County Clerks Meeting**- Clerk Lovejoy Roe and the entire Clerk's office staff attended the Washtenaw County Clerk's meeting held in Pittsfield Township on Wednesday, December 11, 2013. Discussions and presentations regarding election law changes and 2014 elections were made.
- **Labor & Management Negotiations**-All three of the elected officials along with Township attorneys and Karen Wallin, Human Resource Department met at several meetings during the months of November and December 2013 to discuss and plan for all labor negotiations occurring with the Teamsters, AFSCME and Firefighter Unions.
- **Local Development Financial Authority**-Supervisor Stumbo, Clerk Lovejoy Roe and Treasurer Doe along with Joe Lawson, Zoning and Development Administrator met with the LDFA committee to approve last year's minutes and authorize LDFA expenditures as required by law. Officers were also elected to serve in 2014. This meeting was held on Thursday, December 12, 2013.
- **EVIP Webinar**-Accounting Director Javonna Neel and Clerk Lovejoy Roe participated in an EVIP Webinar to learn the requirements for application and meeting the state rules for 2014. This webinar was held on Thursday, December 19, 2013.

**TRUSTEE REPORT**

Trustee Mike Martin thanked the blight team for their work in resolving an issue at the corner of Parkwood and Rosewood. He said a motor home that sat on the corner for about 10 years was now gone and the area looked much better. He said he and the neighbors were very appreciative.

Trustee Mike Martin said he knew the Neighborhood Watch Coordinator position was very time consuming and felt it was very taxing on Tammie Keen. He said Supervisor Stumbo had stepped in to help with the program by attending many of the neighborhood watch meetings and felt the budgeted funds should be shared equally between the two of them.

**A motion was made by Trustee Mike Martin, supported by Treasurer Doe to divided the Neighborhood Watch Coordinator budgeted funds equally between the Supervisor and Deputy Supervisor.**

**Clerk Lovejoy Roe made a friendly amendment to increase the Supervisor's salary for the additional Neighborhood Watch Coordinator duties. The friendly amendment was accepted.**

The motion carried with Supervisor Stumbo abstaining.

**OLD BUSINESS**

- 1. 2<sup>ND</sup> READING RESOLUTION NO. 2013-35, PROPOSED ORDINANCE NO. 2013-433, FIRE INSURANCE REQUIREMENT FOR RENTAL HOMES (FIRST READING HELD AT THE NOVEMBER 25, 2013 REGULAR MEETING)**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2013-35, Ordinance No. 2013-433, Fire Insurance Requirement for Rental Homes (see attached). The motion carried as follows:

<b>Eldridge:</b>	<b>Yes</b>	<b>S. Martin:</b>	<b>Yes</b>	<b>Hall Currie:</b>	<b>Yes</b>	<b>Stumbo:</b>	<b>Yes</b>
<b>Lovejoy Roe:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>	<b>M. Martin:</b>	<b>Yes</b>		

**NEW BUSINESS**

- 1. REQUEST OF HABITAT FOR HUMANITY FOR A \$50,000 CONTRIBUTION, WITH \$30,000 FOR THE ACQUISITION OF 1287 HUNTER AND \$20,000 TOWARD THE REMEDIATION OF MOLD AND OTHER MAJOR BLIGHT ISSUES AT 1045 PARKWOOD, BUDGETED IN LINE ITEM #101.950.000.969.010**

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve a \$50,000 contribution to Habitat for Humanity, with \$30,000 for the acquisition of 1287 Hunter and \$20,000 toward the remediation of mold and other major blight issues at 1045 Parkwood, budgeted in line item #101.950.000.969.010. The motion carried unanimously.

Rob Nissly, Habitat for Humanity Housing Director expressed his appreciation to Ypsilanti Township Board for their support. He stated in 2013, Habitat for Humanity renovated and sold 17 homes in Ypsilanti Township, spent \$380,000 in critical repairs and weatherization work for non-Habitat families including 10 repair projects for Veterans, acquired 22 properties for future renovation and replaced 340 refrigerators. Mr. Nissly said Habitat and its partners invested over \$2 million dollar in 2013.

He said in 2014, Habitat would be increasing the number of houses renovated and sold to Habitat families, they would continue the Veteran's repair program, complete another 20-25 weatherization projects for non-Habitat families and also do some exterior improvements for other families.

Mr. Nissly further said Habitat was very successful in Gault Village and now with the help of the Township Board, Habitat was moving into the Holmes Road, Hawthorne/Ecorse neighborhoods.

He further said Washtenaw County received a \$3 million dollar Community Challenge Planning grant from HUD, which included \$600,000 for acquisition of properties in West Willow, Gault Village and south of Michigan Avenue in the City of Ypsilanti with dollars divided equally between the three areas.

- 2. REQUEST TO APPOINT LAURENCE KRIEG TO THE ANN ARBOR AREA TRANSPORTATION BOARD (AAATA)**

A motion was made by Trustee Eldridge, supported by Treasurer Doe to appoint Laurence Krieg to the Ann Arbor Area Transportation Authority Board (AAATA). The motion carried unanimously.

**3. REQUEST TO APPROVE TRANSPORTATION FUNDING AGREEMENT  
BETWEEN ANN ARBOR AREA TRANSPORTATION AUTHORITY (AAATA)  
AND THE CHARTER TOWNSHIP OF YPSILANTI**

**A motion was made by Trustee Hall Currie, supported by Treasurer Doe to approve the Transportation Funding Agreement between the Ann Arbor Area Transportation Authority (AAATA) the Charter Township of Ypsilanti (see attached). The motion carried unanimously.**

**OTHER BUSINESS**

**AUTHORIZATIONS AND BIDS**

**1. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO AWARD THE LOW BID TO MOLNAR ROOFING FOR THE CIVIC CENTER ROOF REPLACEMENT IN THE AMOUNT OF \$189,000, BUDGETED IN LINE ITEM #101.970.000.971.008 AND IN THE EVENT ADDITIONAL INSULATION IS NEEDED, AUTHORIZE THE FULL-TIME OFFICIALS TO APPROVE**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to award the low bid to Molnar Roofing for the Civic Center roof replacement in the amount of \$189,000, budgeted in line item #101.970.000.971.008.**

Supervisor Stumbo stated any additional costs would be brought back to the Board for approval.

**The motion carried unanimously**

**2. REQUEST OF JEFF ALLEN, RSD DIRECTOR FOR AUTHORIZATION TO SEEK QUOTES FOR THE REPLACEMENT OF HARDWARE AND WICKET GATES FOR RUNNER #2 AT THE HYDRO STATION IN THE ESTIMATED AMOUNT OF \$100,000**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to authorize seeking quotes for the replacement of hardware and Wicket Gates for Runner #2 at the Hydro Station. 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 7:35 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti



# Charter Township of Ypsilanti

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Parks and Recreation Master Plan

2014 - 2018

# About Recreation Plans

- Help plan for programs and improvements for the next 5 years
- Completed according to the Michigan Department of Natural Resources Guidelines for “Community Parks, Recreation, Open Space, and Greenway Plans”
- Required by Michigan DNR to qualify for state grants
- This plan is an update of the 2009 Plan

# Ypsilanti Township has been very successful with grants!

- 18 grants since 1973
- \$7.3 Million



# Required Recreation Plan Elements

- Community Description
- Administrative Structure
- Recreation Inventory
- Description of the Planning Process
- Public Input
- Goals and Objectives
- Action Program

Michigan Department of Natural Resources-Grants Management  
**COMMUNITY PARK, RECREATION, OPEN SPACE, AND GREENWAY PLAN CERTIFICATION CHECKLIST**  
By Authority of Parts 18, 703 and 715 of Act 421, P.A. 1996, as amended, submission of this information is required for eligibility to apply for grants

**INSTRUCTIONS:** Complete, obtain certification signatures and submit this checklist with a locally adopted recreation plan. All recreation plans are required to meet the content and local approval standards listed in this checklist and as outlined in the Guidelines for the Development of Community Park, Recreation, Open Space and Greenway Plans provided by the Michigan Department of Natural Resources (DNR). To be eligible for grant consideration, plans must be submitted to the DNR prior to the grant application deadline with a completed checklist that has been signed by an authorized official(s) of the local unit of government(s) submitting the plan.

PLAN INFORMATION		
Name of Plan:	County	Month and year plan adopted by the community's governing body:
List the community names (including school districts) covered by the plan		

**PLAN CONTENT**  
**INSTRUCTIONS:** Please check each box to certify that the listed information is included in the final plan.

- 1. COMMUNITY DESCRIPTION
- 2. ADMINISTRATIVE STRUCTURE
  - Roles of Commission(s) or Advisory Board(s)
  - Department, Authority and/or Staff Description and Organizational Chart
  - Annual and Projected Budgets for Operations, Maintenance, Capital Improvements and Recreation Programming
  - Current Funding Sources
  - Role of Volunteers
  - Relationship(s) with School Districts, Other Public Agencies or Private Organizations
- Regional Authorities or Trailway Commissions Only
  - Description of the Relationship between the Authority or Commission and the Recreation Departments of Participating Communities
  - Articles of Incorporation
- 3. RECREATION INVENTORY
  - Description of Methods Used to Conduct the Inventory

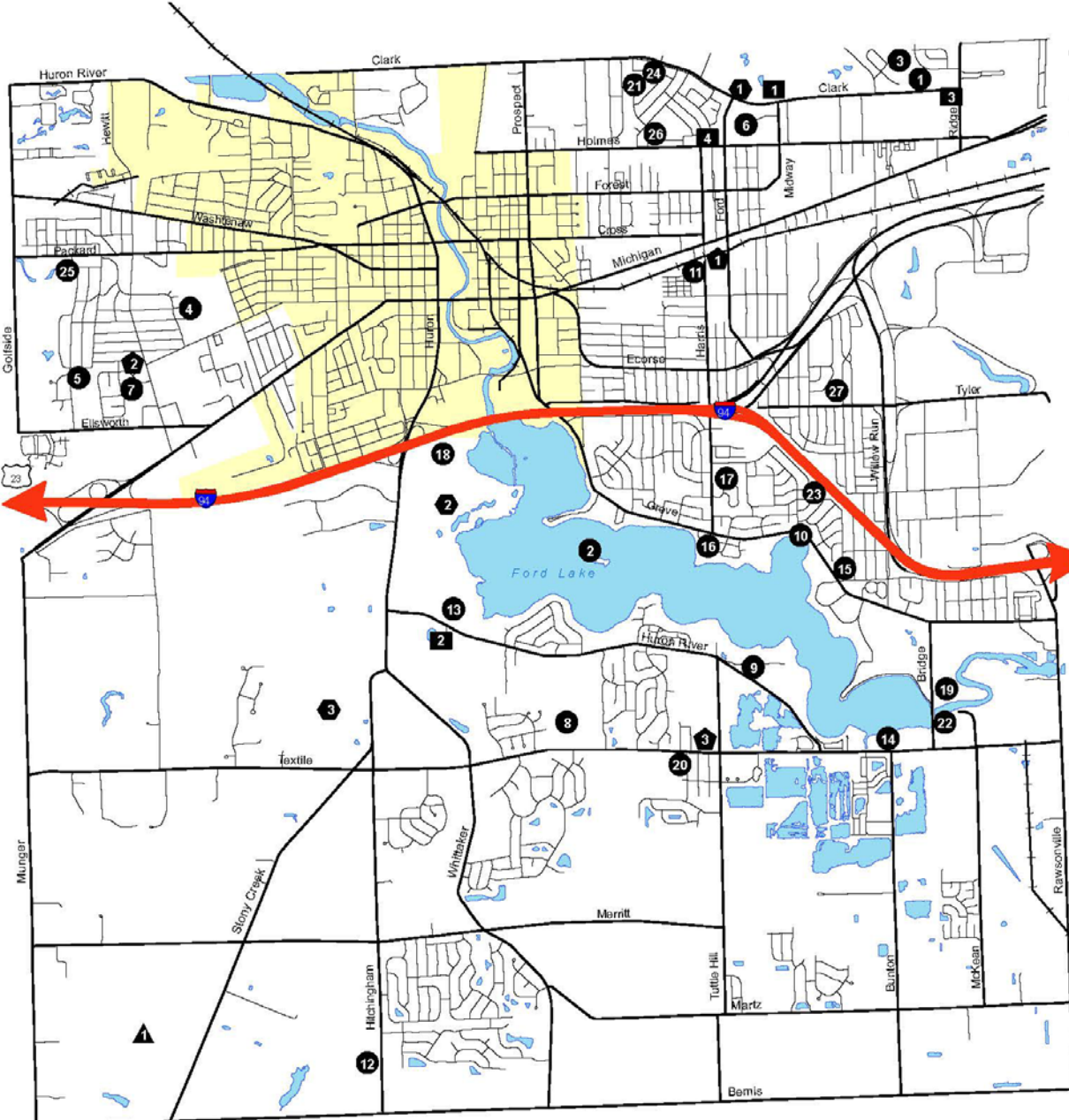
# About Ypsilanti Township Parks

- 943 acres of park land
- 27 Parks
  - 14 Neighborhood Parks and Playlots
  - 3 Community Playfields
  - 10 Community Parks
- Golf Course
- Indoor Recreation Center



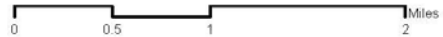


# Township Parks and Public Facilities



**Legend**

- Township Park
- Township Facility
- ⬠ Fire Station
- ⬡ Golf Course
- ▲ County Park
- Minor Road
- Major Road
- Railroad
- Interstate 94 Highway
- Lakes, River, and Streams
- City of Ypsilanti



# Public Input – www.ytowncreation.com

The screenshot shows a Mozilla Firefox browser window displaying the website [yptownshipcreation.wordpress.com](http://yptownshipcreation.wordpress.com). The page title is "Ypsilanti Township Parks and Recreation" with the subtitle "Planning the future for parks and recreation in Ypsilanti Township". The navigation menu includes "Home", "About Parks and Recreation Plans", "About this Site", "Parks", "Posts", and "Draft". A large banner image shows a colorful playground. The main content area features the article "Updating a Recreation Master Plan" with the sub-heading "Ypsilanti Township Recreation Master Plan". The article text states: "Ypsilanti Township is in the process of updating its Recreation Master Plan to serve as a guideline for improvements for recreational facilities and programs throughout the next five years. The planning process will include input and ideas from various stakeholders and will seek to develop a plan that reflects the needs and interests of the Ypsilanti Township community. This website is used as a way to encourage participation and inform all interested parties on the updates of the planning process. Take a look around the website and please, let us know what you think!". To the right, a "RECENT POSTS" sidebar lists: "Draft plan available for review", "Fall – Winter Recreation Guide is Available", "YTown to receive \$763,000 to improve and extend Grove Road trail!", "New Recreation Guide for Spring and Summer 2013", and "New Year, New Programs". At the bottom right, there is a social media widget for "Ypsilanti Township Parks and Recreation" with 843 likes and a "Follow" button. The Windows taskbar at the bottom shows the Start button and several open applications including "Ypsilanti Town...", "Inbox - Micros...", "Branch Count...", "Drafts", "Adobe Re...", "Microsoft Pow...", "2 Microsoft...", and "Park Location...". The system clock shows 10:46.

# Public input – online survey

Ypsi Township Recreation Survey - Mozilla Firefox

WebSurveyCreator - Survey De... x Ypsi Township Recreation Survey x Facebook (1) Facebook x Cliffalla 1.0 x Why parks matter: How our par... x Ypsilanti Township Parks and Re... x

survey.websurveycreator.com/s.aspx?T=a12c4c7f-96bc-4297-8dd2-7ebed2dd5313&lang=en

This is a SURVEY PREVIEW of "Page 2". Do not use this to collect responses - Responses entered will NOT BE SAVED.

## Ypsilanti Township Parks & Rec Master Plan Survey

Progress 14%

**Q1 How many times have you visited a Ypsilanti Township Park in the past year?**

- None
- 1 - 3
- 4 - 9
- 10 or more

**Q2 Why do you visit Ypsilanti Township Parks? Please check all that apply.**

- To participate in organized sporting events or programs.
- To watch an organized sporting event or program.
- Boating/canoeing/kayaking
- Fishing
- Informal sporting events (pick-up basketball, baseball, tennis, etc.)
- Fitness (jogging, biking, hiking, etc.)
- Picnicking

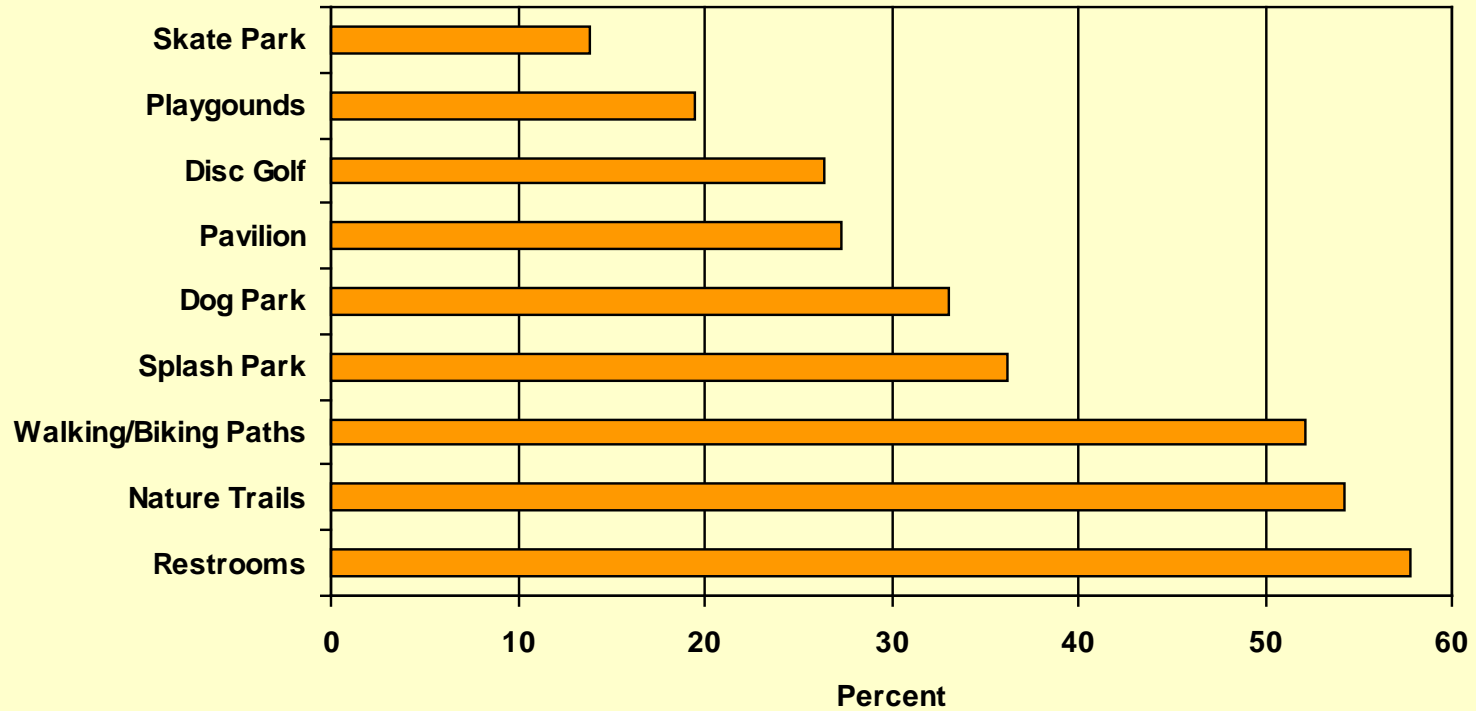
start | Ypsi Township... | Inbox - Micro... | Branch Count... | Drafts | Adobe Re... | Microsoft Pow... | 2 Microsoft ... | Park Location ... | 10:50 A

478 Responses

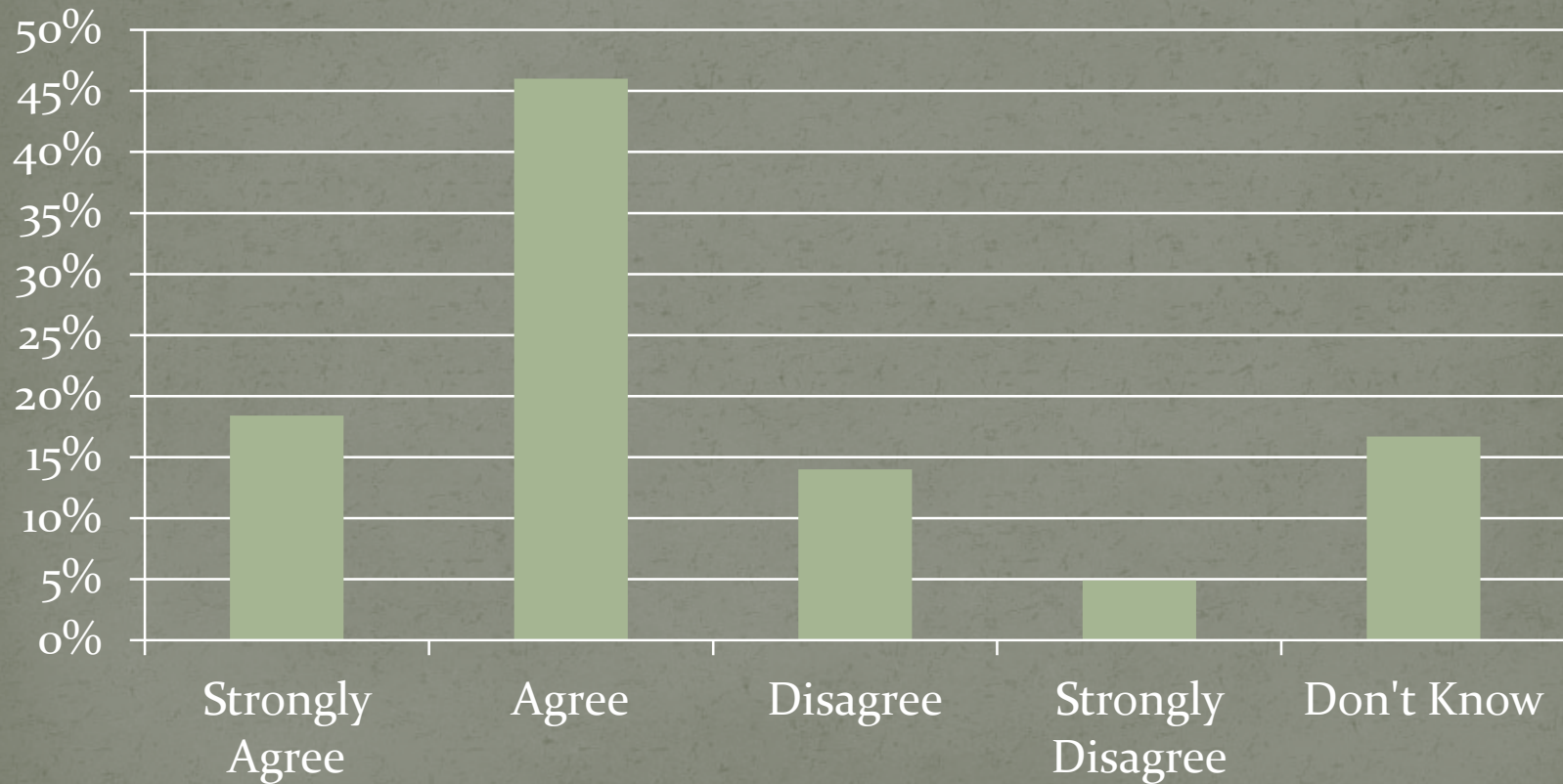
# Qualities of Ypsilanti Township Parks

Rating	Park Maintenance /Appearance	Variety of Amenities	Safety
Very Good	22.3%	14.5%	15.8%
Good	43.2%	36.9%	45.6%
OK	27.6%	35.9%	27.5%
Poor	4.9%	7.6%	6.0%
Don't Know	2.1%	4.0%	5.0%

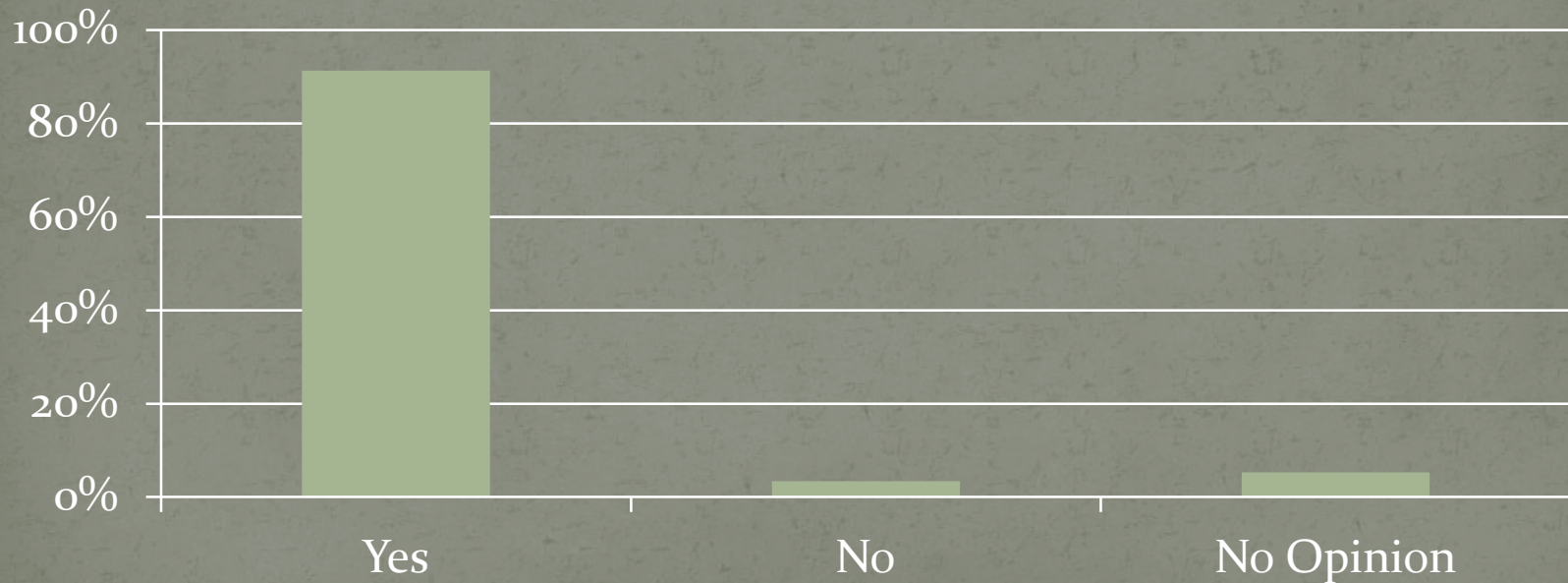
## What additional facilities are needed at Ypsilanti Township Parks?



It is OK if Ypsilanti Township removes rather than replace some of its existing park amenities that are old and/or dilapidated.



On average, the Ypsilanti Township parks and recreation departments use approximately \$14 of your tax dollars per resident annually for park operations & maintenance, community center operations, and recreation programming and services. Do you feel these services are worth this amount?



# Mission Statement

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



# Action Plan

- Six page list of improvements
- Developed on a park by park basis



# Action Plan – Community Parks

## Ford Heritage Park

- Construction of a family/handicapped restroom and pavilions by the playground & soccer fields, and one by the ball diamonds.
- Expand Parking lot on the east end of the park by the ball fields.
- Construction of play components appropriate for ages 2-5.
- Construction of dugout area associated with the existing baseball fields
- Construction of basketball courts

## North Bay Park

- Removal of old play equipment and installation of new play structures.
- Renovation of asphalt trail from parking lot to boardwalk, and renovation of boardwalk and bridges.
- Renovate park shelters and rest rooms

# Action Plan – Community Parks

## Loonfeather Point Park

- Removal of old play equipment and installation of new play structures
- Renovate park shelters and rest rooms
- Repair/replace wood fencing around perimeter of the park and by the fishing pier; add seating to pier and a bike rack.
- Construction of sand volleyball court

## Ford Lake Park

- Renovation to the existing restroom facilities and shelters throughout the park
- Removal of old play equipment and installation of new play structures in east, central and west end of park
- Pave & repave existing parking lots
- Add additional fishing access

# Action Plan – Community Parks

## North Hydro Park

- Pave entrance road and parking lot
- Installation of distance markings along non-motorized pathway system, and you are here signs.

## Hewens Creek Park

- Design and engineer a park concept plan for the park

## South Hydro Park

- Design and engineer a park concept plan for the park

## Huron River Park

- Design and engineer a park concept plan for the park

# Action Plan – Community Parks

## Lakeside Park

- Complete phase two of boathouse and trail system plan
- Improvements to existing parking lot in west end of park

## Big Island Park

- Clear up brush on Island and add a picnic area
- Potential to add a dock

# Next steps

- 30 day review
- Public Hearing
- Parks and Recreation Commission Recommends Adoption
- Township Board Adopts the Plan



## RESOLUTION NO. 2013-35

**Whereas**, there have been a number of fires in rental single family dwellings which have resulted in major structural damage; and

**Whereas**, there have been an increasing number of fire damaged rental homes that have no insurance to cover the rehabilitation or demolition needed after a major house fire; and

**Whereas**, a growing number of landlords are choosing to walk away from fire damaged rental homes due to the lack of homeowner's insurance and the cost of repairing the fire damage; and

**Whereas**, when property owners without insurance choose to abandon fire damaged homes, the entire neighborhood is negatively impacted by the presence of the fire damaged structure; and

**Whereas**, requiring landlords of single family and duplex family rental properties to provide proof of insurance as a requirement before obtaining a rental Certificate of Compliance will decrease the number of fire damaged properties abandoned by the owners due to the absence of insurance coverage; and

**Whereas**, Ordinance 2013-433 requires all landlords prove proof of insurance coverage against loss or damage to single or duplex family residential units before a Certificate of Compliance will be issued by the Township.

**Now Therefore, Be it resolved**, that Ordinance No. 2013- 433 is hereby adopted by reference.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2013-35 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on January 21, 2014.



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Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

## **ORDINANCE NO. 2013-433**

*An Ordinance to Amend the Code of Ordinances,  
Chapter 48 entitled Property Maintenance, Article III,  
One and Two Unit Dwelling Rental Properties*

The Charter Township of Ypsilanti **Ordains** that the Code of Ordinances Charter Township of Ypsilanti, Chapter 48 entitled **Property Maintenance**, Article III entitled One and Two Unit Dwelling Rental Properties, is amended as follows:

**DELETE** Section 48-42 in its entirety.

**ADD:** the following new provision as Section 48-42:

### **Sec. 48-42. Certificate of compliance required.**

- (a) The department shall provide for the systematic inspection of all single and duplex dwelling units which are subject to rental agreements in the township for the purposes of determining whether such units are in compliance with the Code and this chapter. Those units that are in compliance shall be issued a certificate of compliance.
- (b) An owner shall provide the Department with a certificate of insurance, issued by an insurance company that certifies that the dwelling unit is insured against structural loss or damage, including, but not limited to, fire damage. The Certificate of Insurance shall state the name of each person named on the policy and its expiration date. The Certificate of Insurance shall be in force at the time a Certificate of Compliance is issued or at the time a renewed Certificate of Compliance is issued.
- (c) The department shall schedule initial inspections, at its discretion, of single and duplex dwelling units which are subject to rental agreements to determine if the units qualify for a certificate of compliance. The owner of the property shall receive not less than 30 days' prior notice of the department's intent to inspect the property. The owner shall provide to the tenant a minimum of 72 hours' written notice of the township's intent to inspect the property. After the initial phase-in period, all single and duplex rental dwelling units which are subject to rental agreements shall be required to be inspected at not less than 24-month intervals, or at the reasonable discretion of the building official.
- (d) No person, either the owner or the owner's agent, shall rent or lease single or duplex dwelling units after the initial inspection, to any tenant, unless that owner or agent has first obtained a valid certificate of compliance from the department covering the unit. For new construction the original certificate of occupancy shall serve as the certificate of compliance for a period of 24 months.
- (e) The department shall advise the landlord and tenant that either has the right to refuse entry for purposes of inspection unless a search warrant is first obtained. If entry is refused, the department shall apply to the appropriate judicial officer for a search warrant and shall not inspect until a valid search warrant



is obtained. Inspections shall be limited to only the areas necessary to ascertain compliance with the Code.

- (f) An owner or owner's agent who is provided, during an inspection of a single or duplex dwelling unit, with written notice of a code violation or violations, shall correct the code violations within the period specified in the notice of violations.

*(Ord. No. 2007-373, § 3, 11-6-07; Ord. No. 2011-411, § 1, 2-15-11)*

**ADD:** the following new provision to Article III, *One and Two Unit Dwelling Rental*

*Properties*

**Proof of Property Insurance.**

All persons owning single and duplex dwelling units which are subject to rental agreements shall maintain property insurance on each dwelling unit, at all times, against structural loss or damage, including, but not limited to, fire damage.

Upon request of the Department, all persons owning single and duplex dwelling units which are subject to rental agreements shall present valid proof of property insurance.

Failure to present, upon request, valid property insurance for a single family or duplex dwelling unit shall result in a suspension of a Certificate of Compliance.

**Severability**

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

**Effective Date and Repeal of Conflicting Ordinances**

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

This ordinance shall take effect after publication in a newspaper of general circulation as required by law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2013-433 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on January 21, 2014 after first being introduced at a Regular Meeting held on November 25, 2013. The motion to approve was made by member Roe and seconded by member Doe. Yes: Mike Martin, Eldridge, Currie, Scott Martin, Stumbo, Roe, Doe. NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**Transportation Funding Agreement**

By and Between the Charter Township of Ypsilanti and the  
Ann Arbor Area Transportation Authority

This Transportation Funding Agreement is entered into and made this \_\_\_ day of \_\_\_\_\_, 2014, by and between the Charter Township of Ypsilanti, a Michigan home-rule Township located in the County of Washtenaw, State of Michigan (hereinafter "Township") and the Ann Arbor Area Transportation Authority, a legal authority created under Act 55 of 1963 (hereinafter "AAATA").

WITNESSETH:

Whereas, the AAATA and its predecessor authority, the Ann Arbor Transportation Authority or AATA, furnished surface transportation to the Ann Arbor area beginning in the year 1968; and

Whereas, the original AAATA member (then AATA) was the City of Ann Arbor; and

Whereas, the AAATA furnished bus service to the Township since 1983 annual Purchase of Service Contracts; and

Whereas, the Charter Township of Ypsilanti residents, expressed interest in expanding transit services through public meeting input, emails, and postcards; and

Whereas, bus service in the Charter Township of Ypsilanti can be improved to more efficiently meet the transportation needs of the Township residents by increasing the frequency and hours of current operations, as demonstrated by a 30 percent ridership increase on AAATA Route 4 and further expanded urban core bus service improvements such as an additional route to service the Ypsilanti District Library and residents in the southern part of Ypsilanti Township, increased frequency and hours on routes in the north, west, and east parts of Ypsilanti Township, a new Park and Ride lot and the institution on Ypsilanti Township Dial-A-Ride Service for all Ypsilanti Township seniors and disabled are needed and identified as a part of the future Urban Core Transit expansion plan; and

Whereas, the Township is willing to dedicate funds equal to the cost of providing services represented in the current Purchase of Service Agreements and any future Urban Core transit expansion program elements which shall be agreed to by both parties in a written contract prior to the expansion of any transit routes which are not otherwise covered by an Authority wide millage; and

7. Good Relations. Both the Township and the AAATA recognize their obligation as public bodies to exist harmoniously for the public good. To the extent it is possible, disputes arising out of this agreement, including but not limited to matters concerning expansion, reduction or alteration of service, and the financial implications thereof, are to be resolved through discussions and negotiations by the two bodies.
8. Term. This agreement shall remain in force until mutually terminated or amended.

The foregoing agreement was adopted by an affirmative vote of the majority of the members elect of the Township Council of the Charter Township of Ypsilanti, Washtenaw County, Michigan, at a meeting duly held on the 21<sup>st</sup> day of January, 2014.

**CHARTER TOWNSHIP OF  
YPSILANTI**

By: Brenda Stumbo  
Brenda Stumbo, Supervisor

By: Karen Lovejoy Roe  
Karen Lovejoy Roe, Township Clerk

The foregoing agreement adopted by an affirmative vote of the majority of the Board of Directors of the Ann Arbor Area Transportation Authority (AAATA), at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2014

**AAATA**

By: \_\_\_\_\_  
Charles Griffith, Chair

By: \_\_\_\_\_  
Any Dale, Secretary

Approved as to form:

By: William Douglas Winters  
William Douglas Winters, Ypsilanti Township Attorney

By: \_\_\_\_\_  
Jerold Lax, AAATA Counsel

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Total of 74 Disbursements:					<u>552,181.01</u>

Accounts Payable Checks

552181.01

Hand Checks

383410.79

Grand Total

935,591.80

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
01/27/2014	AP	164000	15493	ADAM KURTINAITIS	780.00
01/27/2014	AP	164001	4709	ALLEGRA PRINTING AND IMAGING	398.00
01/27/2014	AP	164002	0397	ALLIE BROTHERS, INC.	494.91
01/27/2014	AP	164003	3792	ALPINE POWER SYSTEMS	20,870.00
01/27/2014	AP	164004	ALTA	ALTA CONSTRUCTION EQUIPMENT LLC	5,000.00
01/27/2014	AP	164005	15184	AMERIGAS - YPSILANTI	536.70
01/27/2014	AP	164006	0017	ANN ARBOR CLEANING SUPPLY	287.18
01/27/2014	AP	164007	0022	ANN ARBOR WELDING SUPPLY CO	193.44
01/27/2014	AP	164008	16027	ANN ARBOR YPSILANTI REGIONAL	358.50
01/27/2014	AP	164009	6211	APOLLO FIRE APPARATUS REPAIR	833.00
01/27/2014	AP	164010	0215	AUTO VALUE YPSILANTI	1,049.60
01/27/2014	AP	164011	6959	BUTZEL LONG	7,572.81
01/27/2014	AP	164012	16315	CAMTRONICS COMMUNICATIONS CO.	145.00
01/27/2014	AP	164013	CARDNO ATC	CARDNO ATC	1,930.00
01/27/2014	AP	164014	CARDNO JFN	CARDNO JFN	31,257.88
01/27/2014	AP	164015	0870	CHARTER TOWNSHIP OF SUPERIOR	25.69
01/27/2014	AP	164016	2276	CINCINNATI TIME SYSTEMS	699.10
01/27/2014	AP	164017	0582	CONGDON'S	64.68
01/27/2014	AP	164018	E. WATSON	EARL WATSON	5.00
01/27/2014	AP	164019	6539	EBCO COMPANY	2,804.40
01/27/2014	AP	164020	6951	EMERGENCY VEHICLES PLUS	1,412.86
01/27/2014	AP	164021	EME	ENVIRONMENTAL MAINTENANCE ENGINEERS	7,500.00
01/27/2014	AP	164022	1200	FEDERAL EXPRESS CORPORATION	160.47
01/27/2014	AP	164023	FIRESTONE.	FIRESTONE COMPLETE AUTO CARE	545.47
01/27/2014	AP	164024	1233	GORDON FOOD SERVICE INC.	14.94
01/27/2014	AP	164025	15522	GORNO FORD	129,692.00
01/27/2014	AP	164026	0107	GRAINGER	460.06
01/27/2014	AP	164027	6414	GRIFFIN PEST SOLUTIONS	90.00
01/27/2014	AP	164028	6377	HEIKK'S CUSTOM EMBROIDERY	389.00
01/27/2014	AP	164029	6547	HERITAGE NEWSPAPERS	213.15
01/27/2014	AP	164030	0503	HOME DEPOT	161.27
01/27/2014	AP	164031	IPT	IPT BY BIDNET	1,264.42
01/27/2014	AP	164032	KBK	KBK LANDSCAPING, INC	4,100.00
01/27/2014	AP	164033	KCI	KCI	7,271.29
01/27/2014	AP	164034	KONICA	KONICA MINOLTA BUSINESS SOLUTIONS	98.79
01/27/2014	AP	164035	0341	LAWSON PRODUCTS, INC.	321.04
01/27/2014	AP	164036	15990	LONGS OUTDOOR POWER	269.40
01/27/2014	AP	164037	11330	LSL PLANNING INC	901.24
01/27/2014	AP	164038	MANPOWER	MANPOWER	519.75
01/27/2014	AP	164039	0158	MARK HAMILTON	1,500.00
01/27/2014	AP	164040	M. WARMOUT	MARY WARMOUTH	8,129.00
01/27/2014	AP	164041	0253	MCLAIN AND WINTERS	9,775.00
01/27/2014	AP	164042	1485	MICHIGAN CAT	527.73
01/27/2014	AP	164043	16461	MICHIGAN LINEN SERVICE, INC.	1,876.87
01/27/2014	AP	164044	0044	MICHIGAN MUNICIPAL LIABILITY	172,614.00
01/27/2014	AP	164045	MR. ROOF	MR. ROOF HOLDING CO., LLC	141.00
01/27/2014	AP	164046	0261	MUZZALL GRAPHICS	211.66
01/27/2014	AP	164047	2997	OFFICE EXPRESS	517.58
01/27/2014	AP	164048	OFFICEMAX	OFFICE MAX	17,212.93
01/27/2014	AP	164049	0309	ORCHARD, HILTZ & MCCLIMENT INC	7,285.25
01/27/2014	AP	164050	P. POWER	PETER POWER	910.00
01/27/2014	AP	164051	PSI	PSI, INC	305.00
01/27/2014	AP	164052	6308	RKA PETROLEUM	10,551.39
01/27/2014	AP	164053	11274	SENSAPHONE	99.56
01/27/2014	AP	164054	6757	SMETKA HEATING & COOLING	411.70
01/27/2014	AP	164055	1507	SPARTAN DISTRIBUTORS	322.28
01/27/2014	AP	164056	6384	STAPLES* - ACCOUNT #1026071	65.22
01/27/2014	AP	164057	15941	TODD BARBER	1,775.00
01/27/2014	AP	164058	8621	UNEMPLOYMENT INSURANCE AGENCY	17,141.38
01/27/2014	AP	164059	6523	UNIQUE 1 SERVICE	349.00
01/27/2014	AP	164060	6508	UTILITIES INSTRUMENTATION SERV	916.50
01/27/2014	AP	164061	7045	VAN BUREN SCHOOL DISTRICT	116.84
01/27/2014	AP	164062	7035	WASHTENAW COMMUNITY COLLEGE#	56.35
01/27/2014	AP	164063	0163	WASHTENAW COUNTY ROAD	54,125.00
01/27/2014	AP	164064	7005	WASHTENAW COUNTY TREASURER	178.21
01/27/2014	AP	164065	7005	WASHTENAW COUNTY TREASURER	2,340.00
01/27/2014	AP	164066	0444	WASHTENAW COUNTY TREASURER#	7,424.50
01/27/2014	AP	164067	7042	WASHTENAW INTERMEDIATE	14.63
01/27/2014	AP	164068	WASHTENAW	WASHTENAW URGENT CARE	65.00
01/27/2014	AP	164069	7044	WAYNE ISD	40.03
01/27/2014	AP	164070	15421	WEX BANK	1,489.67
01/27/2014	AP	164071	7054	YCUA	2,913.01
01/27/2014	AP	164072	7039	YPSILANTI COMMUNITY SCHOOLS - YP	47.87
01/27/2014	AP	164073	7034	YPSILANTI DISTRICT LIBRARY	40.81

AP TOTALS:

Total of 74 Checks: 552,181.01  
 Less 0 Void Checks: 0.00

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
01/13/2014	AP	163929	SOM	STATE OF MICHIGAN	100.00
01/14/2014	AP	163930	A. CRUTCH	AARON CRUTCHFIELD	14.00
01/14/2014	AP	163931	A. ROGERS	ADRIAN ROGERS	14.00
01/14/2014	AP	163932	B. PREVOST	BRUCE PREVOST	14.00
01/14/2014	AP	163933	C. WEAVER	CHARLES WEAVER	14.00
01/14/2014	AP	163934	C. GREGG	CHERYL GREGG	14.00
01/14/2014	AP	163935	C. BIGGS	CHRISTOPHER BIGGS	14.00
01/14/2014	AP	163936	C. VAZQUEZ	CITLALIN VAZQUEZ	14.00
01/14/2014	AP	163937	C. DENNEY	CYNTHIA DENNEY	14.00
01/14/2014	AP	163938	D. COOPER	DAVID COOPER	14.00
01/14/2014	AP	163939	12958	DEANNA WHITE	21.50
01/14/2014	AP	163940	D. CARSON	DEVIN CARSON	14.00
01/14/2014	AP	163941	5341	DIANA MCKENZIE	14.00
01/14/2014	AP	163942	E. PERKINS	ELENA PERKINS	14.00
01/14/2014	AP	163943	16362	IVY JIGGENS	14.00
01/14/2014	AP	163944	13292	JACK COLLINS	21.50
01/14/2014	AP	163945	J. BROWN	JACQUELINE BROWN	14.00
01/14/2014	AP	163946	J. CRITTEN	JAMES CRITENDEN	14.00
01/14/2014	AP	163947	J. SMITH	JANICE SMITH	14.00
01/14/2014	AP	163948	J. KENNEDY	JOANNE KENNEDY	14.00
01/14/2014	AP	163949	J. MACARI	JOHN MACARI	14.00
01/14/2014	AP	163950	K. PHAN	KHANH-LINH PHAN	14.00
01/14/2014	AP	163951	K. JOHNSON	KYLE JOHNSON	14.00
01/14/2014	AP	163952	M. GROCE	MARIAN GROCE	14.00
01/14/2014	AP	163953	M. BOCIK	MICHAEL BOCIK	14.00
01/14/2014	AP	163954	M. POWE	MICHAEL POWELL	14.00
01/14/2014	AP	163955	M. HARVEY	MINDY HARVEY	14.00
01/14/2014	AP	163956	M. PATTON	MOLLIE PATTON	14.00
01/14/2014	AP	163957	N. BOOTH	NATHANAEL BOOTH	14.00
01/14/2014	AP	163958	P. GAW	PAMELA GAW	14.00
01/14/2014	AP	163959	P. DAVIG	PAUL DAVIGNON	14.00
01/14/2014	AP	163960	R. DOWNING	ROSEANNA DOWNING-VICKLUND	14.00
01/14/2014	AP	163961	5633	SARAJANE ADLER	14.00
01/14/2014	AP	163962	T. HEANEY	TIMOTHY HEANEY	14.00
01/14/2014	AP	163963	W. VALENTI	WREN VALENTINE	14.00
01/14/2014	AP	163964	6215	UNITED STATES POSTMASTER	6,200.00
01/15/2014	AP	163965	0118	DTE ENERGY	4,606.75
01/15/2014	AP	163966	0163	WASHTENAW COUNTY ROAD	3,194.15
01/16/2014	AP	163967	0363	COMCAST CABLE	134.85 V
01/16/2014	AP	163968	16453	DP BROWN OF DETROIT	1,652.57 V
01/16/2014	AP	163969	16486	PAETEC	484.66 V
01/16/2014	AP	163970	6039	WASTE MANAGEMENT*	71.88 V
01/16/2014	AP	163971	6039	WASTE MANAGEMENT*	1,025.00 V
01/16/2014	AP	163972	0480	YPSILANTI COMMUNITY	277.47 V
01/16/2014	AP	163973	0480	YPSILANTI COMMUNITY	500.00 V
01/16/2014	AP	163974	0363	COMCAST CABLE	134.85
01/16/2014	AP	163975	16453	DP BROWN OF DETROIT	1,652.57
01/16/2014	AP	163976	16486	PAETEC	484.66
01/16/2014	AP	163977	6039	WASTE MANAGEMENT*	71.88
01/16/2014	AP	163978	6039	WASTE MANAGEMENT*	1,025.00
01/16/2014	AP	163979	6039	WASTE MANAGEMENT*	500.00
01/16/2014	AP	163980	0480	YPSILANTI COMMUNITY	277.47
01/17/2014	AP	163981	8425	BACK YARD BIRDS	173.00
01/17/2014	AP	163982	0363	COMCAST CABLE	48.16
01/17/2014	AP	163983	0158	MARK HAMILTON	1,500.00
01/17/2014	AP	163984	0480	YPSILANTI COMMUNITY	108.91
01/21/2014	AP	163985	5049	BLUE CROSS BLUE SHIELD OF MI	90,235.17
01/21/2014	AP	163986	BCBS	BLUE CROSS BLUE SHIELD OF MI	32,741.21
01/21/2014	AP	163987	2002	DELTA DENTAL PLAN OF MICHIGAN	13,223.24
01/21/2014	AP	163988	6263	STANDARD INSURANCE COMPANY	2,867.07
01/21/2014	AP	163989	SIC	STANDARD INSURANCE COMPANY	2,663.28
01/22/2014	AP	163990	15934	WASTE MANAGEMENT	27,197.96
01/22/2014	AP	163991	15934	WASTE MANAGEMENT	27,746.10
01/22/2014	AP	163992	15934	WASTE MANAGEMENT	112,175.87
01/22/2014	AP	163993	15934	WASTE MANAGEMENT	1,372.67
01/22/2014	AP	163994	15934	WASTE MANAGEMENT	721.27
01/22/2014	AP	163995	0480	YPSILANTI COMMUNITY	765.00
01/22/2014	AP	163996	15004	HABITAT FOR HUMANITY	50,000.00
01/22/2014	AP	163997	15934	WASTE MANAGEMENT	800.76
01/22/2014	AP	163998	15934	WASTE MANAGEMENT	194.95
01/23/2014	AP	163999	0363	COMCAST CABLE	137.84

*Hand Checks*

AP TOTALS:

Total of 71 Checks:	387,557.22
Less 7 Void Checks:	4,146.43
Total of 64 Disbursements:	383,410.79

# ATTORNEY REPORT

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GENERAL LEGAL UPDATE

**Charter Township of Ypsilanti  
Resolution No. 2014-3**

**ADOPTION OF  
PARKS AND RECREATION MASTER PLAN**

**WHEREAS**, development of adequate parks and facilities requires a pro-active plan based on a combination of community input, analysis of the basic needs for current and future residents, parks and planning expertise, as well as prioritized improvements, programs and potential funding opportunities, and

**WHEREAS**, the Charter Township of Ypsilanti has undertaken a five-year Parks and Recreation Master Plan which describes the physical features, existing recreation facilities, goals and objectives, and the desired actions to be taken to improve and maintain recreation facilities during the period between 2014 and 2018 and,

**WHEREAS**, the public was kept informed of and could comment about the planning process via a project website, [www.YTownRecreation.com](http://www.YTownRecreation.com), and

**WHEREAS**, public input regarding the plan was gathered via an on-line survey that was available from January 14, 2013 through April 19, 2013, and,

**WHEREAS**, the draft Parks and Recreation Master Plan was made available for review and public comment from December 4, 2013, to January 15, 2014, and

**WHEREAS**, an advertised public meeting was held on January 21, 2014 at 7:00 pm, at the Ypsilanti Township Civic Center to provide an opportunity for citizens to express opinions, ask questions, and discuss all aspects of the Parks and Recreation Master Plan, and

**WHEREAS**, Ypsilanti Charter Township has developed the Parks and Recreation Master Plan for the benefit of the entire community and wishes to use the plan as a document to assist in meeting the recreation needs of the community, and

**WHEREAS**, the said plan meets the requirements of the Michigan Department of Natural Resources, thereby making it eligible for state and federal grants administered by the Michigan Department of Natural Resources, and

**WHEREAS**, the Charter Township of Ypsilanti Park Commission passed a resolution recommending adoption of the Parks and Recreation Master Plan by the Charter Township of Ypsilanti Board of Trustees on February 4, 2014.

**NOW, THEREFORE BE IT RESOLVED** on this day the Charter Township of Ypsilanti Board of Trustees hereby adopts the Parks and Recreation Master Plan, dated January 2014.



# Agenda Item

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1. Request To Approve 14-B District Court, Local 3451 AFSCME 2014-2017 Contract Expenditures

# OTHER BUSINESS

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