# CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

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

March 18, 2014

Regular Meeting – 7:00 p.m. Work Session – 4:30 p.m.

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

# CHARTER TOWNSHIP OF YPSILANTI

# OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

# Planning Commission Annual Report Calendar Year 2013

Pursuant to Section 19(2) of the Michigan Planning Enabling Act, PA 33 of 2008, the Township Planning Commission shall make an annual written report to the legislative body concerning its operations and the status of planning activities, including recommendations regarding actions by the legislative body related to planning and development.

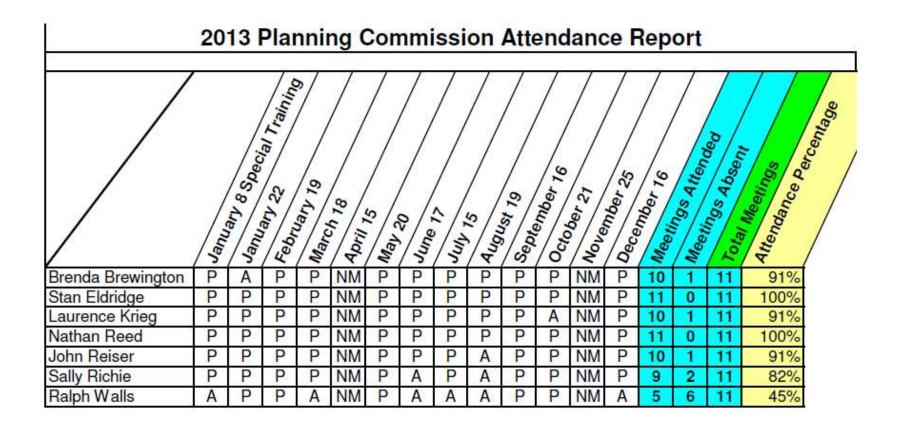
The following information has been complied as a summary of items presented to and acted upon by the Planning Commission.

*Action Items:* Overall, the Commission held 11 meetings and considered 26 action items in 2013. Of the 11 meetings, the Commission held 10 regular meetings and 1 special meeting that included a training session. Included within this report is a breakdown of each meeting by date, applicant, action requested and action taken.

Rezonings: In 2013, the Commission received no applications for rezoning.

*Ordinance Text Amendments:* Due to the ongoing Master Plan review process, the recommendation to consider a number of ordinance text amendments has been delayed. Once the Master Plan has been adopted in early 2014, staff with the assistance of legal counsel will begin to present a number of much needed amendments in order to bring our zoning regulations up to date.

*Upcoming items:* As previously mentioned, it is anticipated once the master plan has been adopted and the vision and goals are set for the foreseeable future, staff will being the task of updating the current zoning ordinance.



NM = No Meeting P = Present A = Absent

# 2013 Planning Commission Report February 20, 2014

DATE	APPLICANT	PROPOSED LOCATION	REQUEST	OUTCOME/ACTION
1/8/2013		PC Training Session		
1/22/2013	Dorothy's Daycare	7265 Merritt	SCU/Preliminary Site Plan	Approved w/conditions
			PC Report to Board	Approved
2/5/2013	Velmeir Properties	2220 Washtenaw	Revised Site Plan Approval	Approved w/conditions
2/19/2013	Jennifer Duncan	6538 Rawsonville	SCU/Daycare Center	Approved w/conditions
	Hanan Dari	1189 E. Michigan	Preliminary Site Plan - Daycare	Approved w/conditions
3/18/2013	Kroger Fuel	1771 E. Michigan	Site Plan Extension Request	Approved for one-year
5/20/2013	Crystal Evens	1047 S. Grove	SCU Group Daycare Home	Tabled
	Bravokilo Inc - Burger King		SCU/Preliminary Site Plan - Drive Thru	Withdrawn by Applicant
	Wal-Mart	2515 Elisworth Boad	Preliminary Site Plan Approval	Approved w/conditions
	O&W Inc	3003 William	Preliminary Site Plan Approval - Parking Lot	Approved w/conditions
	Living Water Church	7733 Bernis Road	Site Plan Extension Request	Approved for one-year
6/17/2013	Infinity Homes	Crystal Ponds Condo	Master Deed Amendment - Site Plan Appr	Tabled
01112010	Crystal Evens	1047 S. Grove	SCU Group Daycare Home	Withdrawn by applicant
	Ziad El-Baba	2925 E. Michigan Avenue	Set Public Hearing - SCU	PH Set for July 15, 2013
7/15/2013	Ziad El-Baba	2925 E. Michigan Avenue	Public Hearing - SCU for Vehicle Sales	No Action
	Hani Abdelha	1473 Ecrose Road	Set Public Hearing for August 19, 2013	PH Set for August 19, 2013
8/19/2013	Hani Abdelha	1473 Ecorse	Public Hearing - SCU for Vehicle Sales	Removed from Agenda - Non-paymen
0102010	Ziad El-Baba	2925 E. Michigan Avenue	Continuation of SCU Hearing	Denied
	Infinity Homes	Crystal Ponds Condo	Master Deed Amendment - Site Plan Appr	Tabled
	Township Planning		Master Plan Review	Recommended for distribution to Boar
9/16/2013	Infinity Homes	Crystal Ponds Condo	Master Deed Amendment - Site Plan Appr	Approved w/conditions
10/21/2013	Chippewa Club	2525 Golfside	Preliminary Site Plan Extension	Approved
	Crystal Evens	1047 Grove Road	Set Public Hearing for SCU	Meeting set for December 16, 2013
	Staff		Set 2014 Meeting Dates	Tabled
1/25/2013	No Meeting			
12/16/2013	Crystal Evens	1047 Grove	SCU Group Daycare Home	Approved w/conditions
	Master Plan	2006352416	Public Hearing	
	Staff		2014 Meeting Schedule	Approved for the 2nd & 4th Tuesdays

#### BUILDING DEPARTMENT REPORT RON FULTON - BUILDING DIRECTOR

			E		DEPARTME			RT - FEBRI	JARY 2014				
Permit Type	Jan	Feb	Mar	April	Мау	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Building	55	44											99
	\$ 16,244	\$ 16,632											\$ 32,876
Electrical	16	16											32
	\$ 1,290	\$ 2,175											\$ 3,465
Mechanical	85	51											136
	\$ 4,980	\$ 2,760											\$ 7,740
Plumbing	28	30											58
	\$ 2,145	\$ 2,010											\$ 4,155
Zoning	2	-											2
	\$ 90	\$ -											\$ 90
Sub Totals	186	141	-	-	-	-	-	-	-	-	-	-	327
TOTAL YTD	\$ 24,749	\$ 23,577	\$-	<b>\$</b> -	\$-	\$-	<b>\$</b> -	\$-	\$-	\$-	\$-	\$-	\$ 48,326
Permit Type	Jan	Feb	Mar	BUILI April	DING DEPA	RTMENT M	IONTHLY I July	REPORT - 2	2013 Sept	Oct	Nov	Dec	TOTALS
Building	61	57	63	100	85	96	107	90	100	143	61	68	1,031
Dananig	\$ <b>14,504</b>	\$ 14,185	\$ 9,331	\$ 31,205	\$ 15,676	\$ 28,985	\$ 24,060	\$ 22,689	\$ 19,098	\$ 74,598	\$ 8,597	\$ <b>10,382</b>	\$ 273,310
Electrical	37	27	27	29	49	30	30	36	36	35	21	25	382
	\$ 2,435	\$ 2,475	\$ 2,190	\$ 2,685	\$ 4,805	\$ 2,745	\$ 2,430	\$ 2,880	\$ 3,750	\$ 3,585	\$ 3,165	\$ 2,460	\$ 35,605
Mechanical	69	30	38	51	59	63	45	39	61	116	70	51	692
	\$ 5,115	\$ 2,680	\$ 3,005	\$ 4,198	\$ 6,670	\$ 10,565	\$ 3,750	\$ 3,035	\$ 3,675	\$ 6,105	\$ 3,935	\$ 3,235	\$ 55,968
Plumbing	34	21	29	46	36	49	37	29	45	56	29	21	432
	\$ 2 <i>,</i> 895	\$ 1,680	\$ 2,055	\$ 3,555	\$ 3,855	\$ 4,260	\$ 2,910	\$ 2,370	\$ 3,435	\$ 8,040	\$ 1,920	\$ 1,605	\$ 38,580
Zoning	1	2	4	17	14	16	17	12	14	12	3	2	114
	\$ 90	\$ 90	\$ 180	\$ 765	\$ 630	\$ 675	\$ 765	\$ 540	\$ 630	\$ 540	\$    135	\$ 90	\$ 5,130
Sub Totals	202	137	161	243	243	254	236	206	256	362	184	167	2,651
TOTAL YTD	\$ 25,039	\$ 21,110	\$ 16,761	\$ 42,408	\$ 31,636	\$ 47,230	\$ 33,915	\$ 31,514	\$ 30,588	\$ 92,868	\$ 17,752	\$ 17,772	\$ 408,593

#### BUILDING DEPARTMENT REPORT RON FULTON - BUILDING DIRECTOR

					INSPE		NNING TOT	ALS					
Inspections	Jan	Feb	Mar	April	Мау	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Total 2014	318	253											571
Total 2013	336	328	239	306	445	404	389	507	459	647	410	378	4,848
Total 2012	852	259	592	328	340	268	275	419	317	382	340	276	4,648
Total 2011	319	238	280	311	371	369	319	411	349	432	316	143	3,858
Total 2010	292	220	361	366	379	358	427	405	350	449	322	140	4,069
Total 2009	323	315	340	337	350	372	440	401	463	374	341	137	4,193
Total 2008	460	352	326	432	432	628	727	562	533	577	393	128	5,550
Rental Inspections	Jan	Feb	Mar	April	Мау	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Total 2014	234	225											459
Total 2013	197	237	206	175	226	251	291	302	222	297	215	175	2,794
Total 2012	142	165	228	194	209	202	185	258	225	265	231	131	2,435
Total 2011	95	49	102	146	129	179	183	243	177	214	187	153	1,857
Total 2010	214	170	139	216	223	158	264	179	212	183	83	48	2,089
Total 2009		(B	Began tracki	ng separate	rental insp	ection tota	ls Oct, 2009	))		57	160	77	294

#### <u>YPSILANTI TOWNSHIP FIRE DEPARTMENT</u> <u>MONTHLY REPORT</u>

#### FEBRUARY 2014

Fire Department staffing levels are as follows:

1 Fire Chief	3 Shift Captains	17 Fire Fighters
1 Fire Marshall	3 Shift Lieutenants	1 Clerk III / Staff Support

All fire department response personnel are licensed as Emergency Medical Technicians by the State of Michigan Public Health. During the month, the fire department responded to 339 requests for assistance. Of those requests, 244 were medical emergency service calls, with the remaining 95 incidents classified as non-medical and/or fire related.

Department activities for the month of February, 2014:

- 1) The Public Education Department participated in the following events:
  - a) Assisted at Lake Shore Polar Plunge
  - b) Smoke Alarms: 1371 Jay (2)
  - c) Car seat fittings
- 2) Fire fighters attended 12 neighborhood watch meetings
- 3) Fire fighters received training in the following areas:
  - a) Washtenaw County Tech Rescue
  - b) Hydro Dam Emergency Action Plan

The Fire Marshal had these activities for the month of February, 2014:

- 1) Inspections / Tests completed:
  - a) Fire Alarm Plan Reviews: 1
  - b) Fire Inspection / Life Safety: 5
  - c) Liquor Inspections: 6
  - d) Follow up Inspections: 4
  - e) Fire Investigations: 2 (1 fatal fire)
  - f) Court Appearances: 2
- 2) Attended 2 meetings / events:
  - a) Huron Valley Code Officials Training
  - d) WAMAA Chiefs meeting

Monthly Report - February, 2014 Page 2

The Fire Chief attended 16 meetings / events for the month of February, 2014:

- 1) 800 MHz Committee meeting
- 2) 2 Negotiation meetings with Firefighters Union
- 3) Negotiation meeting with Township Officials
- 4) SE Michigan Fire Chiefs meeting
- 5) WAMAA meeting
- 6) Meeting with Emergent Health (HVA) Field Supervisor
- 7) 2 Auto Aid meetings with Superior Township & City of Ypsilanti Fire Chiefs
- 8) Box Alarm meeting
- 9) Meeting with Building & Community Standards officials
- 10) Support Web training
- 11) Chaplain Outreach Services meeting
- 12) 3 Truck Committee demonstrations KME, Sutfin, Crimson

There were 0 injuries and 1 death reported this month for civilians.

There were 0 injuries and 0 deaths reported this month for fire fighters.

This month the total fire loss, including vehicle fires, is estimated at *\$120,800.00*. All occurred at the following locations:

DATE OF LOSS	ADDRESS	EST	IMATED LOSS
1) 02/01/2014	Textile @ Ellis	\$	0.00 (vehicle)
2) 02/07/2014	5585 New Meadow	\$ 2	25,000.00 (building)
3) 02/08/2014	1408 Washtenaw	\$	0.00 (Mutual Aid-Ann Arbor City)
4) 02/08/2014	1992 Harding	\$8	83,000.00 (building)
5) 02/08/2014	1984 Harding (exposure)	\$	2,500.00 (building)
6) 02/08/2014	1900 N Prospect	\$	0.00 (Mutual Aid-Superior Twp)
7) 02/08/2014	5800 Textile	\$	2,000.00 (vehicle)
8) 02/12/2014	1260 James Hart Pkwy	\$	0.00 (outside rubbish)
9) 02/12/2014	730 Lamay	\$	300.00 (stove)
10) 02/18/2014	WB I-94 @ Huron	\$	0.00 (road freight vehicle)
11) 02/18/2014	2109 Rawsonville	\$	8,000.00 (vehicle)
12) 02/26/2014	5900 Bridge #307	\$	0.00 (cooking)

Respectfully submitted,

Rhonda Bates, Clerical Support Staff Charter Township of Ypsilanti Fire Department

Attachment: Fire House Incident Type Report (Summary) 02/01/2014 - 02/28/2014

## Ypsilanti Township Fire Department

### Incident Type Report (Summary)

# Alarm Date Between $\{02/01/14\}$ And $\{02/28/14\}$

The object of the second	_	Pct of	Total	Pct of
Incident Type	Count	Incidents	Est Loss	Losses
1 Fire	-			
111 Building fire	6	1.77%	\$110,800	91.72%
113 Cooking fire, confined to container	1	0.29%	\$0	0.00%
131 Passenger vehicle fire	3	0.88%	\$10,000	8.27%
132 Road freight or transport vehicle fire	1	0.29%	\$0	0.00%
151 Outside rubbish, trash or waste fire	<u>1</u> 12	0.29% 	\$0 <b>\$120,800</b>	0.00%
			<i><b>4</b></i> <b>1070000000000000</b>	
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	17	5.01%	\$0	0.00%
311 Medical assist, assist EMS crew	35	10.32%	\$0	0.00%
320 Emergency medical service, other	15	4.42%	\$0	0.00%
321 EMS call, excluding vehicle accident with in		43.95%	\$0	0.00%
322 Motor vehicle accident with injuries	9	2.65%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	19 <b>244</b>	5.60% 	\$0 <b>\$0</b>	0.00%
	244	/1.90%	ŞU	0.00%
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	3	0.88%	\$0	0.00%
420 Toxic condition, Other	1	0.29%	\$0	0.00%
424 Carbon monoxide incident	2	0.59%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	2	0.59%	\$0	0.00%
442 Overheated motor	1	0.29%	\$0	0.00%
445 Arcing, shorted electrical equipment	2	0.59%	\$0	0.00%
	11	3.24%	\$0	0.00%
5 Service Call				
500 Service Call, other	2	0.59%	\$0	0.00%
510 Person in distress, Other	1	0.29%	\$0	0.00%
522 Water or steam leak	2	0.59%	\$0	0.00%
531 Smoke or odor removal	2	0.59%	\$0	0.00%
553 Public service	2	0.59%	\$0	0.00%
554 Assist invalid	3	0.88%	\$0	0.00%
561 Unauthorized burning	1	0.29%	\$0	0.00%
	13	3.83%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	1	0.29%	\$0	0.00%
611 Dispatched & cancelled en route	26	7.67%	\$0 \$0	0.00%
or propatonea a cancerrea en route	20	1.010	γv	0.000

## Ypsilanti Township Fire Department

### Incident Type Report (Summary)

# Alarm Date Between $\{02/01/14\}$ And $\{02/28/14\}$

		Pct of	Total	Pct of
Incident Type (	lount	Incidents	Est Loss	Losses
6 Good Intent Call				
622 No Incident found on arrival at dispatch addr	ess11	3.24%	\$0	0.00%
651 Smoke scare, odor of smoke	2	0.59%	\$0	0.00%
652 Steam, vapor, fog or dust thought to be smoke	1	0.29%	\$0	0.00%
	41	12.09%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	3	0.88%	\$0	0.00%
730 System malfunction, Other	1	0.29%	\$0	0.00%
733 Smoke detector activation due to malfunction	2	0.59%	\$0	0.00%
736 CO detector activation due to malfunction	2	0.59%	\$0	0.00%
740 Unintentional transmission of alarm, Other	1	0.29%	\$0	0.00%
743 Smoke detector activation, no fire - unintent	ional	0.88%	\$0	0.00%
744 Detector activation, no fire - unintentional	3	0.88%	\$0	0.00%
745 Alarm system activation, no fire - unintentio	nal 2	0.59%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	1	0.29%	\$0	0.00%
	18	5.31%	\$0	0.00%

Total Incident Count: 339

Total Est Loss:

\$120,800

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

Charter Township of Ypsilanti "Placing Residents First"

## Office of **Community Standards**

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

# **MEMORANDUM**

March 7, 2014

To: **Township Board** 

From: Joe Lawson Planning Director

#### Re: Planning Division (OCS) February/March 2014

Please be advised of the following activities related to the Planning Department for February/March 2014.

#### **Planning Commission Activity**

The following is a summary of actions taken by the Planning Commission since my last report:

On December 16, 2013, the Commission held their regularly scheduled meeting and considered the following applications:

Master Plan Public Hearing: The Commission held the posted December 16, 2013 public hearing as it related to the on-going master plan update. Surprisingly the only person in attendance from the public was Tom Perkins from the Ann Arbor.com. Despite the lack of pubic attendance, the Commission and staff had a very good conversation as it related to may chapters of the plan. The Commission requested a few changes to the draft that are currently being revised by staff. The revised plan will be presented to the Commission during their regular January meeting with the hopes of a recommendation to the Board for approval. The draft plan is available on the Township website for additional public comment.

Planning Commission Annual Report: As is required by the Planning Commission by-laws, the Commission will be considering a prepared draft of their 2013 annual report during their regular January meeting date. When approved by the Commission, the report will be forwarded to the Board for review.

#### **Plans in Process**

Kroger Fuel Station – 1771 East Michigan: No new or additional information has been provided in relation to this project, though the Commission did receive a request from the developer requesting a 12 month extension to their previously approved site plan. The Commission considered and approved the 12 month extension during their February meeting date.

Lakeside Park/Boat House Project: Site work continues on the site. The project is anticipated to be completed in late spring/early summer of 2014.

WalMart Expansion -2515 Ellsworth: WalMart has begun the bidding process in anticipation of an early spring construction. The final engineering approval continues to trickle in with a preconstruction meeting to be scheduled soon.

Ware Court Apartments – As the Board may be aware, the developer of the Ware Court Apartment project has submitted a preliminary site plan for review and consideration. All reviewing agencies have and an opportunity to review the plan and this office is now awaiting the submission of a revised set of plans per the review comments. The developer and Mr. Winters continue to discuss the draft development agreement to insure the ongoing use of the property as a Veteran's housing project. Once the development agreement and other development documents are in proper form, the plan will then be presented to the Commission for review and consideration. As with any multi-family development, the Board of Trustees will have the authority of final approval.

Ypsi/Arbor Lanes – Though an official application or plan has yet to be submitted, I have had the opportunity to speak with the engineering firm and architect relating to the redevelopment of a portion of the former Ypsi/Arbor site. Once I have additional information related to the proposed use, I will be happy to forward that information along.

#### **Zoning Board of Appeals**

The following is a summary of actions taken by the Zoning Board of Appeals since my last report:

No meets were held in the months of February or March due to a lack of agenda items. The ZBA will be meeting in coming months as we have received a number of temporary use permit applications for the annual sale of fireworks. Thus we are in receipt of applications for the Roundtree Plaza and the K-Mart site located on Washtenaw. The Board will be kept apprised of these applications.

#### **Committee Meetings**

WATS Technical Committee – During the March 5, 2014 meeting, the Committee recommended approval of the 2040 Long Rang Plan Modifications along with the 2014-2017 Transportation Improvement Program. These recommendations will be forwarded to the WATS Policy Committee for review and approval.

I94/Huron Pedestrian Crossing Committee – Supervisor Stumbo, Deputy Supervisor Keen and I attended the I94/Huron Pedestrian Crossing Committee meeting. During this meeting, the group discussed the proposed RFP in order to hire a consultant to review the project and make recommendations as to the best solutions for the crossing.

Willow Run Storm Water Meeting – On February 14<sup>th</sup>, Engineering Consultants Matt Parks and Joh Kang were provided an update by RACER representative Grant Trigger as they move forward with a solution to separate the surface and ground water associated with the former Willow Run PowerTrain facility. At present time, RACER is moving forward with a design that includes the construction of a detention basin to treat the surface run-off while also looking into constructing a wetland to treat the contaminated ground water. Both the detention pond and the wetland will review by both the Township and the MDEQ prior to construction. Once more information becomes available, I will be happy to forward that information to the Board.

#### Administrative Items:

On the afternoon of February 27<sup>th</sup>, I had an opportunity to meet with Architect Greg Heil and the owner of Sensitile to discuss a potential expansion to the facility located on Holmes Road. At present, they are looking at an 18,000 square-foot addition to the existing building. Should the plan move forward, I will be sure to keep you apprised.

On March 3<sup>rd</sup>, Director Fulton and I had an opportunity to meet with the owner of the Los Amigos restaurant located on East Michigan Avenue. As the Board may be aware, the owner of Los Amigos expanded their restaurant operation into the neighboring space that was most recently utilized as a grocery store. The noted expansion was done without the necessary permits or approvals. That being said, the space was placarded not to be occupied until such time that all necessary permits and inspections have been obtained. Unfortunately, the expansion of the restaurant exacerbates the parking issue for the site. As you may also recall, last fall the Township placed a stop work order on the property as the restaurant owners at the time improperly expanded with parking lot, again without the necessary reviews or approvals. The parking lot was later removed with the expectation that all required plans and reviews would occur this spring. Director Fulton and I will continue to work with the property owner in order to resolve this issue as quickly as possible.

Please contact me at my office (734-544-3651) or by email at jlawson@ytown.org



JERRY L. CLAYTON

SHERIFF

# WASHTENAW COUNTY Office of the Sheriff



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

MARK A. PTASZEK UNDERSHERIFF

To:	Brenda Stumbo, Ypsilanti Township Supervisor
From:	Jim Anuszkiewicz, Police Services Lieutenant
Cc:	Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board
	Dieter Heren, WCSO Police Services Commander
Date:	March 5, 2014
Re:	January 2014 Police Services Monthly Report

Attached with this executive summary is a <u>new report format</u> that you have not seen before. This will be the standard monthly report you will begin seeing each month. If there are questions on certain crime classification codes please let me know. In January of 2014 there were 3,133 calls for service in Ypsilanti Township, which is a 6% increase in calls for service as compared to January 2013. In assessing the calls for service against last year, home invasions dropped nearly 40%, assaults were down 50%, however crashes showed a 73% increase. The significant weather (record snow and cold temperatures) had a role in the changes from last year. Six of 20 neighborhood watch meetings were cancelled due to weather inclement conditions.

The Community Action Team in conjunction with Ypsilanti Township deputies and LAWNET executed a number of search warrants during the month of January 2014. Many of these investigations leading to search warrants were the result of information obtained from neighborhood watch groups reporting information to the Sheriff's Office.

#### Executed Search Warrant by Community Action Team

- 1. January 3, 2014, 1400 Blk of Blossom
- 2. January 8, 2014, 1200 Blk of Holmes Rd.
- 3. January 10, 2014, 1900 Blk of White Oak Ln reference case in Ypsilanti Twp.
- 4. January 14, 2014, 6100 Blk of Bob Dr. in Lakeview Mobile Home Community
- 5. January 17, 2014, 1100 Blk of S. Harris Rd.
- 6. January 17, 2014, 1100 Blk of Georgina
- 7. January 21, 2014, 800 Blk of Holmes Rd.
- 8. January 22, 2014, 1300 Blk of Candlewood
- 9. January 23, 2014, 1300 Blk of McCarthy

#### Significant Events from January 2014

- January 4, 2014 in the 9600 Blk of Lakeside shooting investigation
- January 16, 2014 in the 1000 Blk of Desoto (3) Individuals arrested for home invasion
- January 22, 2014 in the 1500 Blk of Wismer shooting investigation
- January 25, 2014 in the 1500 Blk of Andrea shooting investigation

#### **Traffic Related Incidents:**

- January 17, 2014 in the area of the US 12 bypass/Dorset resulted in CCW (gun) arrest
- January 19, 2014 in the area of Cross/Hollis hit and run crash investigation involving a pedestrian

CEMIS	
Month:	January
Year:	2014
Print Option:	Print Both Monthly and YTD
Include Unfounded:	Yes
Report Offenses:	Include Primary Only
Attempted/Completed/NA:	Includes Attempted, Completed
City:	Ypsilanti Twp-YPT

#### For The Month Of January

	Classification	Jan/2013	Jan/2014	%Change
09001	MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	1	0	-100%
10002	PARENTAL KIDNAPPING	1	0	-100%
11001	SEXUAL PENETRATION PENIS/VAGINA -CSC IST DEGREE	1	2	100%
11002	SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	2	2	0%
11004	SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	1	1	0%
11006	SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	1	0	-100%
11007	SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	2	0	-100%
11008	SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	1	1	0%
12000	ROBBERY	2	4	100%
13001	NONAGGRAVATED ASSAULT	57	28	-50.8%
13002	AGGRAVATED/FELONIOUS ASSAULT	19	14	-26.3%
13003	INTIMIDATION/STALKING	6	4	-33.3%
22001	BURGLARY -FORCED ENTRY	33	20	-39.3%
22002	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	4	3	-25%
23001	LARCENY -POCKETPICKING	1	0	-100%
23002	LARCENY -PURSESNATCHING	1	0	-100%
23003	LARCENY -THEFT FROM BUILDING	10	12	20%
23004	LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	1	1	0%
23005	LARCENY -THEFT FROM MOTOR VEHICLE	10	5	-50%
23006	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	3	0	-100%
23007	LARCENY -OTHER	12	6	-50%
24001	MOTOR VEHICLE THEFT	3	9	200%
24002	MOTOR VEHICLE, AS STOLEN PROPERTY	3	2	-33.3%
24003	MOTOR VEHICLE FRAUD	0	1	0%
25000	FORGERY/COUNTERFEITING	4	0	-100%
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	10	5	-50%
26002	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	5	5	0%
26003	FRAUD -IMPERSONATION	4	3	-25%
26005	FRAUD -WIRE FRAUD	1	0	-100%
28000	STOLEN PROPERTY	1	1	0%
29000	DAMAGE TO PROPERTY	16	9	-43.7%
30001	RETAIL FRAUD -MISREPRESENTATION	1	1	0%
30002	RETAIL FRAUD -THEFT	13	10	-23.0%
35001	VIOLATION OF CONTROLLED SUBSTANCE ACT	14	11	-21.4%
35002	NARCOTIC EQUIPMENT VIOLATIONS	4	1	-75%
40001	COMMERCIALIZED SEX -PROSTITUTION	1	0	-100%
52001	WEAPONS OFFENSE- CONCEALED	0	2	0%
52002	WEAPONS OFFENSE -EXPLOSIVES	1	0	-100%
	Group A Totals	250	163	-34.8%
26006	FRAUD -BAD CHECKS	1	1	0%
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	3	2	-33.3%
38003	FAMILY -OTHER	1	0	-100%
	LIQUOR VIOLATIONS -OTHER	1	0	-100%

#### For The Month Of January

	Classification	Jan/2013	Jan/2014	%Change
48000	OBSTRUCTING POLICE	3	0	-100%
50000	OBSTRUCTING JUSTICE	5	7	40%
53001	DISORDERLY CONDUCT	5	1	-80%
53002	PUBLIC PEACE -OTHER	1	0	-100%
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	14	5	-64.2%
55000	HEALTH AND SAFETY	3	0	-100%
70000	JUVENILE RUNAWAY	10	6	-40%
73000	MISCELLANEOUS CRIMINAL OFFENSE	0	1	0%
77000	CONSPIRACY (ALL CRIMES)	0	1	0%
	Group B Totals	47	24	-48.9%
2800	JUVENILE OFFENSES AND COMPLAINTS	25	26	4%
2900	TRAFFIC OFFENSES	18	26	44.44%
3000	WARRANTS	48	39	-18.7%
3100	TRAFFIC CRASHES	118	205	73.72%
3200	SICK / INJURY COMPLAINT	58	69	18.96%
3300	MISCELLANEOUS COMPLAINTS	726	651	-10.3%
3500	NON-CRIMINAL COMPLAINTS	587	663	12.94%
3700	MISCELLANEOUS TRAFFIC COMPLAINTS	595	861	44.70%
3800	ANIMAL COMPLAINTS	42	55	30.95%
3900	ALARMS	166	221	33.13%
	Group C Totals	2383	2816	18.17%
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	14	0	-100%
4200	PARKING CITATIONS	2	2	0%
4500	MISCELLANEOUS A THROUGH UUUU	22	7	-68.1%
	Group D Totals	38	9	-76.3%
5000	FIRE CLASSIFICATIONS	1	0	-100%
5100	18A STATE CODE FIRE CLASSIFICATIONS	3	2	-33.3%
	Group E Totals	4	2	-50%
6000	MISCELLANEOUS ACTIVITIES (6000)	103	48	-53.3%
6100	MISCELLANEOUS ACTIVITIES (6100)	95	41	-56.8%
6300	CANINE ACTIVITIES	2	3	50%
6500	CRIME PREVENTION ACTIVITIES	11	19	72.72%
6600	COURT / WARRANT ACTIVITIES	1	2	100%
6700	INVESTIGATIVE ACTIVITIES	5	6	20%
	Group F Totals	217	119	-45.1%
	City : Ypsilanti Twp Totals	2939	3133	6.600%

#### Year To Date Through January

	Classification	2013	2014	%Change
	Group F Totals	0	0	0%
09001	MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	1	0	-100%
10002	PARENTAL KIDNAPPING	1	0	-100%
11001	SEXUAL PENETRATION PENIS/VAGINA -CSC IST DEGREE	1	2	100%
11002	SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	2	2	0%
11004	SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	1	1	0%
11006	SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	1	0	-100%
11007	SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	2	0	-100%
11008	SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	1	1	0%
12000	ROBBERY	2	4	100%
13001	NONAGGRAVATED ASSAULT	57	28	-50.8%
13002	AGGRAVATED/FELONIOUS ASSAULT	19	14	-26.3%
13003	INTIMIDATION/STALKING	6	4	-33.3%
22001	BURGLARY -FORCED ENTRY	33	20	-39.3%
22002	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	4	3	-25%
23001	LARCENY -POCKETPICKING	1	0	-100%
23002	LARCENY -PURSESNATCHING	1	0	-100%
23003	LARCENY -THEFT FROM BUILDING	10	12	20%
23004	LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	1	1	0%
23005	LARCENY -THEFT FROM MOTOR VEHICLE	10	5	-50%
23006	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	3	0	-100%
23007	LARCENY -OTHER	12	6	-50%
24001	MOTOR VEHICLE THEFT	3	9	200%
24002	MOTOR VEHICLE, AS STOLEN PROPERTY	3	2	-33.3%
24003	MOTOR VEHICLE FRAUD	0	1	0%
25000	FORGERY/COUNTERFEITING	4	0	-100%
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	10	5	-50%
26002	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	5	5	0%
26003	FRAUD -IMPERSONATION	4	3	-25%
26005	FRAUD -WIRE FRAUD	1	0	-100%
28000	STOLEN PROPERTY	1	1	0%
29000	DAMAGE TO PROPERTY	16	9	-43.7%
30001	RETAIL FRAUD -MISREPRESENTATION	1	1	0%
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35002	NARCOTIC EQUIPMENT VIOLATIONS	4	1	-75%
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52001	WEAPONS OFFENSE- CONCEALED	0	2	0%
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	Group A Totals	250	163	-34.8%
26006	FRAUD -BAD CHECKS	1	1	0%
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	3	2	-33.3%
	FAMILY -OTHER	1	0	-100%

#### Year To Date Through January

	Classification	2013	2014	%Change
41002	LIQUOR VIOLATIONS -OTHER	1	0	-100%
48000	OBSTRUCTING POLICE	3	0	-100%
50000	OBSTRUCTING JUSTICE	5	7	40%
53001	DISORDERLY CONDUCT	5	1	-80%
53002	PUBLIC PEACE -OTHER	1	0	-100%
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	14	5	-64.2%
55000	HEALTH AND SAFETY	3	0	-100%
70000	JUVENILE RUNAWAY	10	6	-40%
73000	MISCELLANEOUS CRIMINAL OFFENSE	0	1	0%
77000	CONSPIRACY (ALL CRIMES)	0	1	0%
	Group B Totals	47	24	-48.9%
2800	JUVENILE OFFENSES AND COMPLAINTS	25	26	4%
2900	TRAFFIC OFFENSES	18	26	44.44%
3000	WARRANTS	48	39	-18.7%
3100	TRAFFIC CRASHES	118	205	73.72%
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3900	ALARMS	166	221	33.13%
	Group C Totals	2383	2816	18.17%
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	14	0	-100%
4200	PARKING CITATIONS	2	2	0%
4500	MISCELLANEOUS A THROUGH UUUU	22	7	-68.1%
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5000	FIRE CLASSIFICATIONS	1	0	-100%
5100	18A STATE CODE FIRE CLASSIFICATIONS	3	2	-33.3%
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	Group F Totals	217	119	-45.1%
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#### **Charter Township of Ypsilanti Recreation Department**

# 2014 Monthly Report – January & February

### "Creating Community through People, Parks and Programs"

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

Behind the scenes, staff has been working hard planning for the upcoming spring and summer season. A lot of time has been placed towards developing the 2014 spring & summer "Discover Ypsilanti Township" magazine. This issue is scheduled to hit the streets during the second week of March. This is still our best source of marketing. We also continue to look for better ways of promoting and expanding our services. We seek input from our customers, seek out grant, sponsorship and partnership opportunities and look for ways to become more user-friendly to those we serve. We also are using our "E-Blast Newsletter" more often with increasing results.

The biggest challenge we have continues to be finding ways to do more with less and working with a smaller support staff (seasonal employees). A lot of credit needs to go to all of our managers, clerks, building attendants and custodians for keeping up with all of our offerings. Each and every one of our staff continues to step up to the plate to deliver quality programs and services to our community.

We are beginning to address the condition of our aging facility and equipment. As items wear out, we remove them. A good example is the tables and chairs at the community center. In recent years we have removed dozens due to breakage and for safety reasons. We are at a point where we do not have enough tables & chairs for all of our programs and rooms. A recent grant we received will enable us to replace a good portion of the chairs. We are seeking out alternative funding sources to replace and restock tables.

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

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

# 1. Partnerships, Sponsorships, Donations & Grants:

- We continue to join forces with MRPA, Palace Entertainment, the Detroit Red Wings and the Detroit Zoo to be able to offer on-line discount tickets to their venues including sporting events, shows and concerts. We have had some success so far and believe this service will grow as more find out about it. We do get a small commission for every ticket sold.
- We ended up with over 100 prizes donated for the raffle from the general public and our members for the annual bazaar. Our members really enjoy contributing to this event.
- The Senior Surfers computer training class continues to be offered at the **Whittaker Rd Library**. More and more seniors are getting computers and wanting to know how to use the internet. This is a great service. We send between 4-10 people every month to this training.
- The National Kidney Foundation continues to use our gym to offer their Enhanced Fitness class. It runs Mon-Wed-Fri and services about 30 seniors each day. This class has proven to be a great addition to our program. It is design for the person just getting back into exercising or recovering from an injury.
- The Ypsilanti Community Schools Robotic program has partnered with us to offer a summer camp for young people to be held at the High School. This is a great way to introduce the young student to the High school and the Robotic program they offer there.
- In cooperation with **Catholic Social Services** we once again are offering Tax Appointments for seniors free of charge. This year the Internal Revenue Service came out to our facility and was very impressed with our program. We offer 14 appointments a day for 11 Tuesday's. Every year these appointments fill up and this year is no exception. This is a very appreciated and needed program. Our staff makes the appointments and sends reminders by mail with date, time and what they need to bring.
- We continue to offer Yoga, exercises classes, line dancing, and Tai Chi. These classes are free to our member and provide a healthy outlet for physically activity. The program is provided by the **WCCC.** This partnership saves our staff time and money on instructors. These types of classes are also what the younger senior is looking for.
- We continue to offer, on the first Thursday of every month, the **Focus Hope** food distribution. Seniors come to the community center and register with Focus Hope and receive several boxes of staple foods. Again we are one of the largest sites for our county. Our numbers are averaging 200 families a month.
- Senior centers or older adult programs are the front line of prevention. The biggest threat to our local and state governments is chronic conditions of the older population. This is why we offer reference and referrals. From calling referral agencies for them to just being there to listen our members know that we care and that we are here for them. We continue to refer these senior to the following agencies: Area Agency on Aging, Catholic Social Services, Help source, Neighborhood Senior Services, Home Instead, Washtenaw County Senior Services, Superior Woods Healthcare Center, All State Homecare, Regency Health Care Center, & Marion.
- Some of the new partnerships we will have this spring/summer for family programs include the **MDNR**, **WCSD Marine Division**, and **DMT Products & Services**.

- Okinawan Karate Clubs (OKC) provides teachers year round for our Karate and Little Ninjas programs.
- Our Ypsilanti Township Softball program is a member of Michigan Amateur Softball Association (MASA).
- The Recreation Department continues to partner with the National Alliance for Youth Sports (NAYS) Start Smart programs.
- Our Futsal soccer training program is led by **the Vardar** (an area soccer club) technical director.
- Jump-A-Rama instructors teach our tiny tumblers and the gymnastics program for 3-5 year olds.

# 2. Marketing and Promotion:

- We completed work on our upcoming spring/summer "Discover Ypsilanti Township" publication. This edition has several new senior and enrichment program offerings and several "family" oriented activities that have been made possible with new partnerships.
- We continue to refine and send out **e-blasts** to target audiences for several of our programs. With the new **Constant Contact e-newsletter** system we are using, we are able to reach literally thousands with up-to-date information.
- Our **"Facebook"** page for the recreation department remains to be popular and continues to grow. This has become a strong marketing tool for us as it allows greater interaction with staff and our community. **The popularity of "Social Networking"** is surpassing printed media and even email. We promote many of our programs and services on our Facebook page. The community can post comments and photographs on the site and share their experiences with everyone. We are working hard to build our "Fan" base on the site. Lisa Garrett & Lynda McCrystal has stepped up to keep our Facebook site current.
- We continue to work closely with Rebecca (IT) with keeping our section of the website up to date.
- We have been contacting players, parents and coaches from prior seasons for our upcoming baseball, softball and soccer programs that have registrations due in March and April.

# 3. Reference and Referral

- Senior centers or older adult programs are the front line of prevention. The biggest threat to our local and state government is chronic conditions of the older population. This is why we offer reference and referrals. From calling referral agencies for them to just being there to listen our members know that we care and that we are here for them. We continue to refer these senior to the following agencies: Area Agency on Aging, Catholic Social Services, Help source, Neighborhood Senior Services, Home Instead, Washtenaw County Senior Services, Superior Woods Healthcare Center, All State Homecare, Regency Health Care Center, & Marion Manor.
- We receive email inquiries and web questions through our website each week inquiring about the programs and services we offer.
- Our families invite friends, classmates and neighbors to join our programs.

- We also respond to public inquiries about our recreation programs made by phone, email, or during public meetings.
- Parents routinely drop by the Community center to talk about the actives we offer and what programs they can register for.

# 4. Community Collaboration and Outreach:

- On the first Thursday of every month we continue to host the **Focus Hope food distribution.** Seniors come to the community center and register with Focus Hope and receive several boxes of staple foods. We continue to be one of the largest sites for our county. Our numbers are averaging close to 200 families per month.
- National Heritage schools provide gym space for our youth basketball program. We use the Arbor Prep High School gym for our youth basketball games.
- We are also planning for other agencies to use our outdoor facilities during the upcoming months.
- The MASA Ypsilanti Township Church league plans to play their games at the Community Center Fields on Saturdays this summer. The league offers Men's and Women's leagues.
- The Ypsilanti/Lincoln Soccer Club plans to practice and play home games at Ford Heritage Park this spring. National Heritage schools, Fortis and East Arbor are also planning to play their home games at Ford Lake Park this spring.
- Michigan Blue Jays baseball plans to schedule baseball practices at Community Center this spring and summer.
- National Little League Baseball continues to hold league meetings at the Community Center and will play their games at Harris Road Park.

# 5. Collaboration with other Departments:

- We continue to work Rebecca Bush on the new Township website with Computer Support by organizing the content that will be available on the site.
- We coordinate with custodial staff for ongoing program needs in the Community Center gym and class rooms.
- With outdoor activities beginning in April we are already working with Parks and Grounds to schedule our upcoming maintenance needs.

# 6. Health & Wellness:

- We continue to help our members with referrals to the following agencies: Area Agency on Aging, Catholic Social Services, Help source, Neighborhood Senior Services, Home Instead, Washtenaw County Senior Services, Superior Woods Healthcare Center, All State Homecare, Regency Health Care Center, & Marion Manor.
- Our walkers have logged 2,395 miles since the beginning of our walk to Beijing, which started in October of 2013.

- We are excited to announce that our community center will be the host of the National Group Exercise Certification and Continuing Education Workshop in May. In exchange for hosting this event, we will be allowed to train 2 instructors for free.
- Lifeline screening was here in January to offer critical screenings. We are still waiting for the final results from this event. Many seniors benefit by this service because the tests are inexpensive and do not require a doctor's prescription to have. The test offered include: Stroke/Carotid Artery Disease, Peripheral Arterial Disease, Osteoporosis, Abdominal Aortic Aneurysm, Atrial Fibrillation, Six for Life Health Assessment, Complete Lipid Panel, and Glucose levels.
- Our exercise classes have grown over the past couple of months. We offer Tai Chi, Lifetime Fitness on Tuesday & Thursday, Yoga, Line Dancing, Zumba, and Pilates. Most of these classes are offered through the WCC Emeriti's Program. We also offer the Walking program, Intermediate and beginning Tap, Dance-R-size and Hawaiian taught by our staff. We are very proud that we offer some kind of physical exercise opportunity Monday – Friday. We continue to get calls almost daily about what type of fitness classes we have to offer here at our center.
- Commissioner Sizemore dropped off free prescription discount cards for our patrons. This program is offered through Washtenaw County and the National Association of Counties.
- The Recreation Department provides programs to enhance the quality of life for our community members by providing a *Variety* of recreational programs. We are committed to provide recreational activities and facilities that are safe, accessible, and aesthetically pleasing to the entire Community.

# 7. Provide Recreational Experiences:

# A. "50 & Beyond" Programs, Services & News

- Many programs started up in January that have been well received by the "50 & Beyond" members.
- February was a busy month for celebrations. We had special events for Valentine's Day, and Black History Month.
- The Black History month tribute was organized by senior volunteers and was truly wonderful. Over 60 people attended.
- We finished 2013 with a membership of just under 1100 seniors. We currently are renewing memberships for 2014 and are just under 600 in spite of the extreme cold temps. We believe this number will rise quickly as the temperatures rise.
- Our 2014 "50 & Beyond" membership continues to grow by leaps and bounds. Through February we already have 580 paid memberships with several of them being new members.
- The **Senior Surfers** computer training class continues to be offered at the Whittaker Rd Library. Every month we have 4-10 people enroll in this class. The partnership with the library is great because we cannot offer training on the internet here at the community center.
- We continue to offer literally dozens of programs and services to our "50 & Beyond" members on a daily and weekly basis. We have a strong core of members that participate every day in one or more of our health & fitness classes, our different clubs, in games, travel and in our educational programs.

• The senior program was awarded a \$12,600.00 grant from the McCulla Foundation for the purchase of 2 treadmills, 100 chairs, and a portable sound system. This money must be used only for these items and can only support the senior program. We are very excited to be able to get these items for our senior population.

Red Hat	Bingo	Country Music
TOPS	Acoustic Music	Pinochle
Ceramics	Recycled Cards	Crafts
Bridge Club	Quilters Club	Foot Nurse Visit
Scrabble Club	Mahjong Club	Enhanced Fitness
Pickleball	Movie Club	Jewelry Making
Birthday Celebration	Tai Chi	Lifetime Fitness
Yoga	Line Dancing	Tap dance
Dance-R Size	Hawaiian Dance	Watercolor Class
Drawing Class	Recorder class	Lively Singers
Music Makers	Pilates	St. Patrick's Day Party
Tax Appointments	Computer Classes	Silly Bingo
Mystery Trip		

## • Upcoming "50 & Beyond" Classes, Events, Activities & Trips:

### **B. Enrichment & Special Events**

- Summer Camps: We have finalized our Summer Camp program. For children grades K-7<sup>th</sup> we will offer 11 weeks of camp choices. The big news for this year is our camp will offer FREE lunch and afternoon snack provided by Food Gathers of Ann Arbor.
- **Daddy Daughter Dance** was held in February. We had 100 little girls and their Dad's attend. This year's theme was Fairies. Everything went great. This event is always well received and attended.
- **Guitar Lessons:** Group lessons were offered for both youth and adults. These were group lessons. Students benefit from working as an ensemble and no prior experience is required.
- **Tot Time:** We have moved our parent/toddler program into the Kids Korner room and it has proven to be a complete success. This free program has drawn as many as 15 children and their parents on different days. The parents are networking thru Facebook inviting new families to the program. We register them and are developing a data base. We can now send them updated information through e-newsletters about other programs we are offering throughout the year.
- Winter Dance Classes: Our classes started up again in January. The costumes have been ordered and many have arrived. They will be distributed in March. We are also in the process of planning for our annual Dance Recital. This annual event has become one of the highlights of all of our offerings. This year it will take place on Saturday, May 10<sup>th</sup> in the Saline Middle School Auditorium.
- Art Classes: Our art program continues to grow under the direction of Tina Hotchkiss. Classes include a variety of oil, watercolor and drawing courses for youth and adults.

# • Upcoming Enrichment Classes, Events & Activities:

Youth Art Classes Youth Dance Classes Mom to Mom Sale Spring break Camp Travel Adult Art Classes Guitar Lessons Boater Safety Gardening Tot Time Story Time with the Easter Bunny Mommy, Dolly & Me Princess Tea Party Robotics Camp

# C. Sports & Fitness Programs

- Our **Okinawan Karate** students learned defense tactics that help build a strong mind and body. They practiced defensive tactics and proper self-defense methods. The class emphasized physical and mental growth along with socially responsible behavior. Some of the many traits developed through martial arts are self-confidence, respect and discipline.
- Our Little Ninjas were introduced to Karate and basic self-defense techniques. Children learned safety tips such as how to get out of the grasp of a predator and when to use a shin kick. They had fun with games, various exercises and improved coordination with basic kicks and jabs.
- Our Jump-A-Rama Tiny Tumblers learn basic tumbling and movement. Parents enjoy participating alongside their child in this program.
- Our **Jump-A-Rama Gymnasts** learned basic gymnastic techniques focusing on body awareness, self-confidence and coordination. They had fun learning skills such as rolls, hand stands and cartwheels.
- Our **gymnastics programs** are a foundation for all sports and a life time of physical fitness. Our gymnasts participate in developmentally appropriate gymnastics skills. They enjoy training for all of the men's and women's Olympic events including vaulting, balance beam, uneven bars, low horizontal bar, still rings, parallel bars, pommel horse and floor exercise.
- Our Indoor **"Futsal" soccer program** was conducted in the gym of the community center in December.
- Our youth basketball program started in January.
- Our **Coed softball league** wrapped up their fall season at the Community Center Fields in October.
- **Flag football** players developed their skills at each age level. They practiced and played their games through October at Loonfeather Park.
- Our **Start Smart Basketball** players completed another successful season and finished with families watching them participate in their first ever basketball game.
- The four Adult Racquetball Leagues concluded in December.
  - Upcoming Health and Sports/Athletic Programs: \*\*\*

Little Ninja's	Okinawan Karate	Futsal Soccer
Jump-A-Rama Gymnastics	Boys Gymnastics	Girls Gymnastics
Boys Basketball	Girls Basketball	Micro Basketball
Start Smart basketball	Zumba	Yoga
Pilates	Pickleball	Adult Racquetball Leagues

Adult SoftballYouth SoftballCoach PitchT-BallPre-School SoccerCoed Youth Soccer

Baseball Start Smart Baseball

## 8. Staff/Volunteer Hiring and Development:

- We are currently advertising for several seasonal positions for our spring and summer programs and services. Positions include Park Rangers, Park Attendants, Day Camp Staff, Sports officials, Dance & Fitness instructors, Program Aides and Bus drivers.
- We have 9 returning coaches and have added 9 new coaches to our basketball staff this season. Our Youth Basketball coaches are volunteers. We held coaches meeting for our volunteers on a Saturday in January. On Average our basketball coaches spend more than 5 hours a week volunteering at the Recreation Department, which includes practices and games. That comes out over a 1,000 volunteer hours invested in our basketball programs.
- Meetings and clinics for officials are held seasonally for our youth and adult league sports officials. These sessions help our part time staff and volunteers continue their education in the sport they are participating in. They learn about developing skills to provide positive support for our players in our Youth basketball programs.
- Our basketball referees are ages of 11 years old to adult. For some of our younger referees this is their first work experience. Even at a young age they have already played soccer for years and they take great pride in giving back to their sport.
- Parents also volunteer as scorers and timers for our youth basketball games contributing another 200 volunteer hours to in our basketball programs.
- Our **Start Smart program trains future youth league parents and coaches**, while developing future participants for our organized sports programs.

# 9. Youth Development:

- Our coaches focus on the fundamentals of the sport with our recreation basketball teams, including team building and having fun. Players are learning the importance of being a team player as well as the value of families playing together and being together. Our coaches are sensitive to each child's development needs. By providing age appropriate coaching, rules and equipment, players find our youth sports programs are fun to play in. Participants build their confidence, self-esteem and make new friends while participating in a variety of programs. We strive to help each child reach his or her full potential and be prepared to move to the next stage of development. Coaches focus on safety, skills, good nutrition and good physical fitness for the age group and that team sports are a long-term developmental process.
- To help ensure the health and safety of young athletes, the Recreation Department is participating in the CDC developed **the** *Heads Up: Concussion in Youth Sports Initiative* to offer information about concussions to coaches, parents, and athletes involved in youth sports. The *Heads Up* initiative provides important information on preventing, recognizing, and responding to a concussion.

## **10.** Park Operations/Development:

- Lakeside Park Grant This project has been on hold due to the amount of snow and cold we have experienced over the past few months. It will resume once the snow melts and the weather is more cooperative. We still plan on having the project completed by June. We have submitted our first grant reimbursement to the MDNR and received \$114,325.26 from the Trust Fund Grant.
- Parks and Recreation Master Plan Update: We have completed the revision of the parks & recreation master plan. All we have left to do is complete the self-certification reports for the 18 MDNR grant projects we have funding for since 1973. These inspections are a new program implemented by the MDNR. They need to be completed and submitted with the parks & recreation master plan for approval. The recreation director is working on the reports. Due to the nature of the reports, they are taking much longer to complete than anticipated. Additional research needs to be done on many of the older grant projects. Finding the proper information is the biggest obstacle.

# **11.** Recreation "Managing Team" Update:

- The Recreation Department "Managing Team" consists of the three managers and two clerks. We spend many hours each month meeting and working on ways to improve the quality of our services. Considering this has been our goal for the past few years here at the recreation center, it is getting increasingly difficult to find areas to cut without cutting services or programs. We have very talented and dedicated staff that has contributed to the success and growth of our department. Cutting additional support staff and/or cutting program supplies will mean a reduction in what is offered to our residents. Everyone here is doing all that they can to service our community. It would be difficult for current staff to take on additional duties without seeing a significant drop in services and revenue.
- The Recreation Director continues to meet with the Department Clerks and Custodians on a regular basis. Their input has been very valuable to the operations of the department. Through their efforts we have found better ways to do business while saving time and money. They are a big part of our success.

Respectfully Submitted,

Art Serafinski, CPRP, Recreation Director

**Residential Services** 

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



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

# MEMORANDUM

- TO: Charter Township of Ypsilanti Board of Trustees
- FROM: Jeff Allen, Director of Residential Services
- DATE: March 10, 2014
- RE: RSD Monthly Board Report-February/March 2014

Stan Eldridge, Mike Radzik and I did a walk-through at the former State Police Building to look at the types of projects that needed to be addressed before moving in there, both from a mechanical equipment standpoint and a renovation view.

I attended a meeting of the local dam owners along with Michael Saranen. We viewed a good presentation on the impacts of the weather extremes and as it relates to water flows.

Mike Radzik, Travis McDugald and I continued to entertain and evaluate camera systems for the Township camera security system. We have viewed the systems from Camtronics, Guardian and Conti Company and the evaluation/pricing continues. We hope to have a recommendation to bring to the Board at the April meeting.

We had Ann Arbor Sprinkler come in to do their annual fire sprinkler test over at the court/police building.

Carl Girbach, Karen Wallin and I conducted interviews for the vacant mechanic/equipment operator position. We interviewed 5 people and came up with a candidate. Bill Sweeney was selected and has started already and doing a fine job so far.

I attended a number of training sessions on our new computer website, myytown.org. There is a significant change in work orders, time & attendance as well as the overall look of the page.

I participated in the Huron River Watershed Council meeting held on EMU's

campus at the end of February. It is our quarterly meeting and everyone gives a progress report. There was a lot of discussion around the meeting on the amount of damage being caused in storm drains this year from the severe cold temperatures.

I met with Mike Radzik and Brenda Stumbo in trying to strategize how the Township can accomplish maintaining all the properties that we receive in foreclosures. This continues to become a bigger and bigger issue. Every year we get statements from the County on properties not sold in the auction and acres of land comes under the Township's responsibility to maintain to our ordinance standards. This year, just the former Liberty Square is a maintenance nightmare for care.

Karen Roe and I met with DTE representatives to continue to look at additional lighting along the east end of Grove and to add lights to Bridge Road. Bridge Rd. is very dark and we also hope to be able to benefit by getting some of the light on the newly installed non-motorized trail along there.

Our maintenance crew and I met with Larry Doe over at Green Oaks golf course to evaluate their restroom situation and determine what, if any, needed to be renovated over there. It was determined that the most concerning issue is the declining condition of the sewer lines that the fixtures utilized to move materials out. After determining that, we will re-evaluate what may be needed to be done to move forward before changing anything. We have that scheduled and we hope that YCUA can do the same for the lines that go out into the golf course itself.

Our Compost Site employees, Carly Willis and I met with Travis and Josh on a new POS system that is being proposed for the Compost Site when we open here at the end of the month (March 31). So far it looks encouraging, yet will take some time to get used to.

Michael Saranen and I met with Paul Malocha of Stantec to further examine their Tyler Road Dam Phase I report and to look at the "next steps". There is a fairly large concern with what is coming out of the weep holes in the embankment at this dam. We are due for our periodic inspection with the DEQ and we will present our solutions/recommendations to them before taking any further steps. Once we get that OK, we will attempt to schedule a meeting with all the stakeholders in the project. In a related matter, I sent out a letter to the property owners below the dam to ask their permission for us to continue to maintain their property to the standards that the DEQ, dam safety division holds us to.

Please find enclosed a report from my meeting with Honeywell on February 26<sup>th</sup> summarizing the energy savings that we realized for the year ending October 2013. You may also notice the YTD savings as well. I have the full report available should anyone be interested in viewing as well.

The Hydro Station continues to operate safely and continues to get routine safety inspections and preventive maintenance. Operators had 0 after hour call-ins for the month.

Average precipitation for the February is about 2.5", and this year it was about 2.5".

Production Month:	February-2014		
	MWh Estimated		Estimated
	Delivered		Gross
Contract Energy	605.246	\$	35,764.00
Non Contract Energy	36.165	\$	838.66
Total Energy	641.411	\$	36,602.66
DTE Administ	ration Charge	\$	638.20
DTE Ride		\$	312.00
Total DTE Charges to Ford Lake		\$	950.20
Escrow Agreement		\$	-
	0		
Total Deductions		\$	950.20
Est. Obligation by DTE to Hydro			35,652.46
Daily Kw generation and Revenue are estimates only.			
Revenue is based of 2013 rate & capacity calculation			
Nat electrical generation and charges can be obtained from DTE Statements			

Net electrical generation and charges can be obtained from DTE Statements.

**Operation Summary** 

	February	YTD	2013
Days Online	28	59	345
Generation MWH (estimated)	641.411	1,500.873	8,991.285
Generation lost MWH (estimated)*	0	4.997	454.824
*losses related to scheduled & unschedul	led maintenance an	d water quality di	scharges.
			_
After Hour Call In			
Water levels	0	5	44
Mechanical/Electrical	0	0	1
Other	0	0	0
Totals	0	5	45

# Activities: Ford Lake Dam

#### General Summary:

Production for February was below average. The snow pack has held a significant amount of trapped water. A sudden warm-up will likely cause flows high enough to have to spill water in order to maintain the lake level.

First part of the North Hydro Shoreline Project is done. Work is on hold until the weather is better for planting the live plants. Once the work starts, it will take about 1 week to finish the project.

Generator #2- The Board has approved the award to replace wicket gates and hardware.

#### Regulatory Update:

EAP – This year will have to conduct exercises as part of on-going planning. Barr Engineering will be planning the exercises on our behalf. This event is a done every 5 years and we work with the Local Emergency Officials. Part 1 is scheduled in late March and part 2 in April.

#### Water Quality Summary:

The water quality monitoring begins on June 1<sup>st</sup> and will end on September 30<sup>th</sup>. The operators monitor the water quality conditions and take readings as outline in the WQ Plan. The hydro discharges from the bottom gates to maintain run of river and/or help with water quality in Ford Lake. The Federal License requires we pass water with 5mg/l of dissolved oxygen all the time. Therefore, spilling from the bottom gates in the summer for the purpose of improving the lake is not always possible.

2013				
Month	Days spilling	Lost KWh*	Lost \$ *	2012
May	14.1	64,600	\$ 3,817	\$ 1,252
June	18.8	99,695	\$ 4,133	\$ 3,287
July	6.9	50,020	\$ 1,551	\$ 466
August	9.1	97,000	\$ 5,617	\$ 0
September	.25	20,750	\$ 1,187	\$ 0
October	0		\$ 0	\$ 0
Totals	49.15	* 311,315	* \$ 16,305	*\$ 5,005

\*estimated losses from diverting water away from generators and/or operating the generator less efficient for improving WQ purposes.

#### Other:

The Township Board approved looking into reducing communication costs related to the DTE substations. DTE has conducted a site visit and supplied an application for upgrading our transfer trip system. DTE Electric has provided a project cost of \$280,000. This dollar figure is being reviewed, however we asked DTE to look into other options. DTE and the Twp will meet in March 2014 to review the project. The March meeting was cancelled by DTE for an unknown reason.

#### Sargent Charles Dam and Tyler Dam

Each dam continues to get routine safety inspections and appropriate maintenance.

Tyler Dam – We reviewed the Phase 1 report and came up with some next steps in coming weeks. This Dam is due for the 4 year engineering inspection. This inspection is going to be conducted by the State DEQ Dam Safety Division.

Sargent Charles Dam – No changes.

# Honeywell

# **Report Delivery Receipt**

Honeywell has presented the Cost Avoidance Review for Charter Township of Ypsilanti; Contract No. 42310524. This report details energy and operational cost avoidance results for Year 3 and indicates cost avoidance of \$115,425 for the year. The cumulative energy and operational cost avoidance through the end of Year 3 is \$355,795 as compared to the cumulative energy guarantee per the contract of \$312,027.

Please sign below to acknowledge receipt of this report. Your signature does not indicate acceptance of the results. If the results are not agreed upon, Charter Township of Ypsilanti has forty-five (45) days from the delivery date of this report to provide a detailed explanation and request for action, in writing, to Honeywell International Inc., Energy Analysis, 4263 Monroe St., Toledo, OH 43606. Otherwise, the cost avoidance results will be deemed accepted.

Received by:

Name (please print) Signatu

Date

Presented by:

MiKP Keen Name (please print)

Signature

Date

	Current Year-to-E Electric	Date (11/12 - 10/13) Gas	Previous Year-to-I Electric	Date (11/11 - 10/12) Gas
Utility Usage	294,400	24,581	291,200	28,362
HDD		6,390		5,587
CDD	1,379		1,650	-
Change in Usage	1.1%	-13.3%		
Change in HDD	14.4%			
Change in CDD	-16.4%			

# YTD Review Period: 11/12 - 10/13

TIME PERIOD	ELECTRIC USAGE (kWh)	GAS USAGE (ccf)
12/05 - 11/06 - Reference Year	504,800	40,193
11/10 - 10/11 - Year 1	269,200	28,800
11/11 - 10/12 - Year 2	291,200	28,362
11/12 - 10/13 - Year 3	294,400	24,581
TOTAL	1,359,600	121,936



# 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

# WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, MARCH 18, 2014

# 4:30 P.M.

# CIVIC CENTER BOARD ROOM 7200 S. HURON RIVER DRIVE

1.	EXECUTIVE SESSION – FIREFIGHTER NEGOTIATIONS UPDATE	ATTORNEY WINTERS
2.	REVIEW AGENDA	SUPERVISOR STUMBO
3.	OTHER DISCUSSION	BOARD MEMBERS

# **EXECUTIVE SESSION**

1. Update on Firefighter Negotiations (This Item Will Be Discussed In Executive Session)

# **REVIEW AGENDA**

A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

# **OTHER DISCUSSION**

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



# Charter Township of Ypsilanti

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, MARCH 18, 2014 7:00 P.M.

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE AND INVOCATION
- 3. PUBLIC COMMENTS
- 4. CONSENT AGENDA
  - A. MINUTES OF THE MARCH 4, 2014 WORK SESSION, REGULAR MEETING AND EXECUTIVE SESSION
  - B. STATEMENTS AND CHECKS
  - C. FEBRUARY 2014 TREASURER REPORT
- 5. SUPERVISOR REPORT
- 6. CLERK REPORT
- 7. TREASURER REPORT
- 8. TRUSTEE REPORT
- 9. ATTORNEY REPORT

#### OLD BUSINESS

1. 2<sup>ND</sup> READING RESOLUTION NO. 2014-5, ORDINANCE NO. 2014-434, AMENDING THE CODE OF ORDINANCES, CHAPTER 42, SECTION 371 ENTITLED TRUANCY (1<sup>ST</sup> READING HELD AT THE FEBRUARY 18, 2014 REGULAR MEETING)

#### **NEW BUSINESS**

- 1. BUDGET AMENDMENT #3
- RESOLUTION NO. 2014-10, APPROVING CONTRACT FOR YCUA WASTEWATER SYSTEM BONDS (2014 4<sup>th</sup> QUARTER SRF – PROJECT NO. 5582-01 AND 5583-01) AND AUTHORIZING NOTICE OF INTENT
- 3. REQUEST TO APPROVE DTE AGREEMENT FOR REMOVAL OF STREET LIGHTS IN LIBERTY SQUARE IN THE AMOUNT OF \$34, 982.60, BUDGETED IN LINE ITEM #101.956.000.926.000 AND TO AUTHORIZE SIGNING OF THE AGREEMENT (OPERATIONAL COST SAVING OF \$11,844.32)

- 4. RESOLUTION NO. 2014-9. SUPPORT OF GROVE ROAD NON-MOTORIZED PATH
- 5. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE MEMORANDUM OF UNDERSTANDING WITH LEFORGE STATION II TO SHARE NETWORK INFRASTRUCTURE FOR A PUBLIC SAFETY SURVEILLANCE SYSTEM AND TO AUTHORIZE SIGNING OF THE MEMORANDUM
- 6. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR FORMAL AUTHORIZATION TO INITIATE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT TO VACATE CONDEMNED HOUSE LOCATED AT 1715 BEVERLY, BUDGETED IN LINE ITEM #101.950.000.801.023
- 7. REQUEST OF ERIC COPELAND, FIRE CHIEF TO APPROVE MICHIGAN MUTUAL AID BOX ALARM SYSTEM (MABAS) AGREEMENT AND TO AUTHORIZE SIGNING OF THE AGREEMENT (PARTICIPATION IN MABAS APPROVED AT THE OCTOBER 14, 2013 REGULAR MEETING)

#### OTHER BUSINESS

#### AUTHORIZATIONS AND BIDS

#### AUTHORIZATION:

- 1. REQUEST OF TRAVIS MCDUGALD, IS MANAGER FOR AUTHORIZATION TO REPLACE CIVIC CENTER PRIMARY INTERNET SERVICE WITH COMCAST ETHERNET DEDICATED INTERNET SERVICE IN THE AMOUNT OF \$250 FOR INSTALLATION AND \$803.60 A MONTH, BUDGETED IN LINE ITEM #101.266.000.857.100 AND TO AUTHORIZE SIGNING OF AGREEMENTS, CONTINGENT UPON ATTORNEY REVIEW
- REQUEST OF MIKE RADZIK FOR AUTHORIZATION TO SEEK PROPOSALS FOR ASBESTOS ABATEMENT AND DEMOLITION OF RESIDENTIAL STRUCTURE LOCATED AT 667 N. IVANHOE PURSUANT TO CIRCUIT COURT ORDER, BUDGETED IN LINE ITEM #101.950.000.969.011 WITH FUNDS RECOVERED THROUGH PROPERTY LIEN AND/OR MONEY JUDGMENT

#### APPROVE:

1. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO APPROVE OHM AMENDMENT TO CIVIC CENTER IMPROVEMENT PROPOSAL IN THE AMOUNT OF \$16,400, BUDGETED IN LINE ITEM #101.970.000.971.008 AND TO AUTHORIZE OHM TO PROCEED WITH SEEKING BIDS FOR THE PROJECT

# **PUBLIC COMMENTS**

#### CHARTER TOWNSHIP OF YPSILANTI MINUTES OF THE MARCH 4, 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 Jean Hall Currie, Mike Martin and Scott Martin
Members Absent:	Trustee Stan Eldridge
Legal Counsel:	Wm. Douglas Winters

TEAMSTERS, LOCAL 214 BARGAINING UNIT AGREEMENT (This item will be discussed in Executive Session)

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scot Martin to go into Executive Session to discuss the Teamsters, Local 214 Bargaining Unit Agreement. The motion carried as follows:

Eldridge:YesS. Martin:YesHall Currie:YesStumbo:YesLovejoy Roe:YesDoe:YesM. Martin:Yes

The Board went into Executive Session at approximately 5:01 p.m. and returned to the Work Session at approximately 5:30 p.m.

#### **OHM PRESENTATION REGARDING CIVIC CENTER IMPROVEMENTS**

Matt Parks, OHM Representative presented a brief overview of the recommendations regarding Civic Center Improvements. Mr. Parks requested direction from the Board regarding the addition of work on the bathroom, courtyard and the ADA Survey.

Brandon Kritzman, OHM Architect briefly explained the Opinion of Cost, included in the Board packet was based on cost-appropriate, potential solutions. He said OHM was recommending this Opinion of Cost to the Board with the drawings being 85% completed, not including the bathrooms.

Supervisor Stumbo stated the Board's direction was to return with a recommendation and an amendment to the original proposal in order to bid the project with what OHM independently recommended for the improvements.

#### CHARTER TOWNSHIP OF YPSILANTI MARCH 4, 2014 WORK SESSION MINUTES PAGE 2

Supervisor Stumbo explained the Civic Center was 40 years old and it was time to do maintenance and the Trustees had requested a recommendation. She questioned if should there be an independent review for the ADA Survey versus having it done inhouse.

#### **REVIEW BOARD MEETING AGENDA**

Supervisor Stumbo briefly reviewed the board meeting agenda with additional comments on the follow agenda items:

### ATTORNEY REPORT

Attorney Winters stated AT&T had submitted plans to construct a cell tower behind the maintenance building located at the Civic Center. He said their offer was to pay the same annual amount as the current tenant, but they would be required to pay the current rate of approximately \$21,000 annually with 3% increases if the cell tower was approved by the Planning Commission.

Attorney Winters provided at brief update on public nuisance properties located at 1431 Andrea and 322 Devonshire.

Attorney Winters asked for clarification on how to handle the Honeywell contract. He said he received a proposed contract and there were some issues he wanted addressed, particularity the article about sub-contractors. Attorney Winters said he also wanted to be provided proof of insurance for the project and to make sure the price was a definite not to exceed amount.

After a lengthy discussion regarding clarification of the motion pertaining to the Honeywell Contract on the February 18, 2014 agenda, Supervisor Stumbo suggested Trustees Scott Martin, Mike Martin and Attorney Winters form a committee to move the Honeywell contract forward.

#### **NEW BUSINESS**

#### 3. 1<sup>ST</sup> READING RESOLUTION NO. 2014-8, PROPOSED ORDINANCE NO. 2014-435, REQUIRING REGISTRATION OF VACANT RESIDENTIAL, COMMERCIAL AND INDUSTRIAL PROPERTIES

Supervisor Stumbo shared that Attorney King prepared this ordinance and would be at the Board meeting for discussion. She said the reason this had come forward was because of all the tax and mortgage foreclosures resulting in vacant properties in the Township. Supervisor Stumbo gave a brief summary regarding the proposed ordinance.

#### CHARTER TOWNSHIP OF YPSILANTI MARCH 4, 2014 WORK SESSION MINUTES PAGE 3

Mike Radzik, OCS Director briefly presented statistics regarding this subject and highlighted the benefits of such an ordinance. He explained that since the Ordinance officers had been performing the audit of zero PRE's in neighborhoods, they had found many unregistered rentals. He said 150-200 vacant properties had been documented in the first seven neighborhoods. Mr. Radzik said the 2010 Census data had estimated 1900 vacant homes in the Township, at the height of the foreclosures. He explained the ordinance would entail an annual inspection, certification and fee to be paid for by the owners of the vacant properties.

Supervisor Stumbo provided some background information and stated the ordinance would provide health and safety benefits as well as contributing to community stabilization.

Wilma Gold-Jones, Township Resident had a question regarding people who had to leave the area due to the economy that were renting their homes. Supervisor Stumbo stated people were allowed to do that, it just had to be registered first, according to the Township rental ordinance already in existence.

#### **OTHER DISCUSSION**

Karen Wallin, Human Resource Department requested the Teamsters, Local 214 Bargaining Unit Agreement Extension through 2017 discussed in Executive Session be added to the agenda under Other Business. The Board agreed to add the item under Other Business.

#### **AUTHORIZATIONS & BIDS**

1. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO ACCEPT QUOTE FROM PADNOS-LEITELT FOR REPLACEMENT OF GENERATOR #2 WICKET GATES AND HARDWARE IN THE AMOUNT OF \$139,725, ALSO, SAFETY PERSONNEL FOR CONFINED SPACE IN THE AMOUNT OF \$44,320 AND A 10% CONTINGENCY IN THE AMOUNT OF \$20,000 FOR THE TOTAL AMOUNT OF \$204,045, BUDGETED IN LINE ITEM #252.252.000.930.000

Michael Saranen, Hydro Operator provided a brief overview of the needed repairs and information regarding the companies that had bid on the job.

2. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE GRAPHIC SCIENCES, INC. AGREEMENT TO DIGITIZE MICROFILM RECORDS FOR BUILDING AND PLANNING DEPARTMENTS IN THE AMOUNT OF \$10, 370, BUDGETED IN LINE ITEM #249.249.000.801.000

#### CHARTER TOWNSHIP OF YPSILANTI MARCH 4, 2014 WORK SESSION MINUTES PAGE 4

### ADJOURNMENT

The meeting adjourned at approximately 6:52 P.M.

Respectfully submitted, Karen Lovejoy Roe, Clerk

#### CHARTER TOWNSHIP OF YPSILANTI MINUTES OF THE MARCH 4, 2014 REGULAR MEETING

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

Members Present:	Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Jean Hall Currie, Mike Martin and Scott Martin
Members Absent:	Trustee Stan Eldridge
Legal Counsel:	Wm. Douglas Winters Angela King

#### PUBLIC COMMENTS

Arloa Kaiser, Township Resident voiced her opposition to the AAATA millage proposal.

Kathy Leach, Township Resident expressed her opposition to the AAATA millage because she felt it would benefit the other communities far more than Ypsilanti Township. She said a report on the internet stated that Ypsilanti Township was the first community in the nation to propose having security cameras in every neighborhood. She felt it was intrusive and would not deter crime.

Wilma Gold-Jones, Township Resident expressed her support for the AAATA millage and said it would provide safe transportation to pedestrians. She said it was her understanding that the cameras had been requested by residents.

#### CONSENT AGENDA

- A. MINUTES OF THE FEBRUARY 18, 2014 WORK SESSION, REGULAR MEETING AND EXECUTIVE SESSION
- **B. STATEMENTS AND CHECKS**

A motion was made by Treasurer Doe, supported by Trustee Scott Martin to approve the Consent Agenda, contingent upon the Honeywell discussion during the work session being typed verbatim. The motion carried unanimously.

#### ATTORNEY REPORT

Attorney Winters stated he provided detailed report in the Work Session.

Mr. Winters acknowledged the passing of Fred Veigel, a longtime member of the Huron Valley Labor Council who was a fixture in the community and a staunch supporter of the rights of working people.

#### **NEW BUSINESS**

#### 1. BUDGET AMENDMENT #2

Clerk Lovejoy Roe read the Budget Amendment into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #2 (see attached). The motion carried unanimously.

#### 2. RESOLUTION NO. 2014-7, DAWN FARM 5<sup>TH</sup> ANNUAL RIDE FOR RECOVERY TEMPORARY ROAD CLOSURE REQUEST

Clerk Lovejoy Roe read the resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2014-7, Dawn Farm 5<sup>th</sup> Annual Ride for Recovery Temporary Road Closure Request (see attached) The motion carried unanimously.

Supervisor Stumbo explained this was an annual fundraising event and Dawn Farm had contracted for police services to insure traffic flow.

#### 3. 1<sup>ST</sup> READING RESOLUTION NO. 2014-8, PROPOSED ORDINANCE NO. 2014-435, REQUIRING REGISTRATION OF VACANT RESIDENTIAL, COMMERCIAL AND INDUSTRIAL PROPERTIES

Clerk Lovejoy Roe read the resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve the 1<sup>st</sup> Reading Resolution No. 2014-8, Proposed Ordinance No. 2014-435, Requiring Registration of Vacant Residential, Commercial and Industrial Properties (see attached).

Attorney Angela King provided a brief overview of the proposed ordinance designed to address all vacant structures in Ypsilanti Township. She explained it was not meant to include properties marketed for sale and recommended the proposed ordinance be changed for the 2<sup>nd</sup> reading to reflect that distinction.

Discussion followed on the procedure for actively marketed properties.

#### The motion carried as follows:

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

#### OTHER BUSINESS

#### 1. REQUEST OF KAREN WALLIN, HR DEPARTMENT TO APPROVE TEAMSTERS, LOCAL 214 BARGAINING UNIT AGREEMENT EXTENSION THROUGH 2017

Karen Wallin, Human Resource briefly reviewed the following proposed changes discussed during Executive Session, contingent upon Teamster ratification:

- 1. Retirement increase MERS employee contributions, if needed, up to a cap of 1% per year for the next three years
- 2. Limit PTO time going into FAC calculation
- 3. No retiree health care for new hires
- 4. Change in multiplier and pension benefit for new hires
- 5. \$300 signing bonus upon ratification of contract with a 3% wage increase given to five employees that took a reduction on 2009

Trustee Mike Martin stated this contract came with long-term legacy cost containment and savings, which would greatly benefit the Township's financial future.

A motion was made by Treasurer Doe, supported by Trustee Scott Martin to approve the Teamster, Local 214 Bargaining Unit Agreement Extension through 2017 contingent upon the changes discussed in Executive Session. The motion carried unanimously.

#### 2. NEIGHBORHOOD SECURITY CAMERA CLARIFICATION

Supervisor Stumbo provided clarification regarding public surveillance cameras stating camera installation would be at the request of neighborhoods, similar to the street light policy. She said cameras were requested at several Neighborhood Watch meetings and a policy was adopted at the February 18, 2014 meeting. Supervisor Stumbo explained the cameras focused only on the roadway and the Washtenaw County Sheriff Department was the only agency with access to the cameras. She stated the pilot program, which had been in place for the last three years in the West Willow neighborhood, on Lakeview and in the Oaklawn/Hawthorne area, had been very successful. She explained the process for obtaining cameras in a neighborhood.

Mike Radzik, OCS Director stated that the local reports from Ann Arbor News and the Courier had been very accurate, however the regional and national reports had spun things out of control. He said they had reported the Township was installing cameras on every street corner with no regard to residents' wishes. He said he had done a radio interview on WJR this morning, which set the record straight.

Supervisor Stumbo stated any concerns of residents would be addressed in the process that would be brought back to the Board.

Clerk Lovejoy Roe clarified if the AAATA millage passed, transportation services would be available to all Ypsilanti Township residents outside the scheduled routes through the Dial-A-Ride service. She explained this was a very important service that would benefit our seniors and disabled residents.

#### **AUTHORIZATIONS & BIDS**

1. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO ACCEPT QUOTE FROM PADNOS-LEITELT FOR REPLACEMENT OF GENERATOR #2 WICKET GATES AND HARDWARE IN THE AMOUNT OF \$139,725, ALSO, SAFETY PERSONNEL FOR CONFINED SPACE IN THE AMOUNT OF \$44,320 AND A 10% CONTINGENCY IN THE AMOUNT OF \$20,000 FOR THE TOTAL AMOUNT OF \$204,045, BUDGETED IN LINE ITEM #252.252.000.930.000

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to accept quote from Padnos-Leitelt for replacement of Generator #2 Wicket Gates and hardware in the amount of \$139,725, safety personnel for confined space in the amount of \$44,320 and a 10% contingency in the amount of \$20,000 for the total amount of \$204,045, budgeted in line item #252.252.000.930.000, contingent upon attorney review and authorize the signing of the contract. The motion carried unanimously.

Michael Saranen, Hydro Station Operator provided a brief overview of the project and explained it would be FERC compliant and insure the generator for the power contract.

2. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE GRAPHIC SCIENCES, INC. AGREEMENT TO DIGITIZE MICROFILM RECORDS FOR BUILDING AND PLANNING DEPARTMENTS IN THE AMOUNT OF \$10,370, BUDGETED IN LINE ITEM #249.249.000.801.000

#### CHARTER TOWNSHIP OF YPSILANTI MARCH 4, 2014 REGULAR MEETING MINUTES PAGE 4

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Graphic Sciences, INC. agreement to digitize microfilm records for Building and Planning departments in the amount of \$10, 370, budgeted in line item #249.249.000.801.000. The motion carried unanimously.

Mike Radzik reported they had about 99,000 microfilm images dating back to 1951.

#### ADJOURNMENT

A motion was made by Treasurer Doe, supported by Trustee Mike Martin to adjourn the meeting. The motion carried unanimously.

The meeting adjourned at approximately 7:46 p.m.

Respectfully submitted,

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

#### CHARTER TOWNSHIP OF YPSILANTI 2014 BUDGET AMENDMENT #2

#### March 4, 2014

230 - RECREATION FU	ND		Total Increase	\$12,608.00
the senior center. A budget	nditure for private grant from the Helen McCalla amendment was originally approved at the 11/2 s were not received until January 2014 and no o m the Helen McCalla Trust.	5/13 Board meeting, but not included as a	a carry forward on	
Revenues:	Senior Grant - Private Grantor	230-000-000-675.006	\$12,608.00	
		Net Revenues		
Expenditures:	Senior Rec Center - Equipment	230.751.000.974.022 Net Expenditures	\$12,608.00 \$12,608.00	
249 - BUILDING DEPAR	RTMENT FUND		Total Increase	\$10,370.00
Increase for professional set of Prior Year Fund Balance.	rvice of Graphic Sciences Inc. to digitally scan b	ouilding department plans. This is funded	by an Appropriation	
Revenues:	Prior Year Fund Balance	249.000.000.699.000 Net Revenues	\$10,370.00 \$10,370.00	
Expenditures:	Professional Services	249.249.000.801.000 Net Expenditures	\$10,370.00 \$10,370.00	
252 - HYDRO STATION	FUND		Total Increase	\$204,045.00
Increase to replace the exist of Prior Year Fund Balance.	ting turbine #2 wicket gates and hardware that a	are showing deterioration. This is funded	by an Appropriation	
Revenues:	Prior Year Fund Balance	252.000.000.699.000 Net Revenues	\$204,045.00 \$204,045.00	
Expenditures:	Repairs Maint and Equipment	252.252.000.930.000 Net Expenditures	\$204,045.00 \$204,045.00	
266 - LAW ENFORCEM	ENT FUND		Total Increase	\$2,000.00
Increase budget for payout of Fund Balance.	of PTO & Sick time for approved payout of accru	ed time. This is funded by an Appropriati	on of Prior Year	
Revenues:	Prior Year Fund Balance	266.000.000.699.000 Net Revenues	\$2,000.00 \$2,000.00	
Expenditures:	Salaries Pay Out - PTO&SICKTIME	266.304.000.708.004 Net Expenditures	\$2,000.00 \$2,000.00	
590 - COMPOST FUND			Total Increase	\$30,000.00
	Femporary/seasonal wages for the gate attendar original budget numbers. Budgeted prior year at ar Fund Balance.			
Revenues:	Prior Year Fund Balance	590.000.000.699.000 Net Revenues	\$30,000.00 \$30,000.00	
Expenditures:	Salary/Temporary Seasonal	590-590.000-707.000 Net Expenditures	\$30,000.00 \$30,000.00	

Motion to Amend the 2014 Budget (#2):

Move to increase the Recreation Fund budget by \$12,608 to \$930,672 and approve the department line item changes as outlined.

Move to increase the Building Department Fund budget by \$10,370 to \$388,020 and approve the department line item changes as outlined.

Move to increase the Hydro Station Fund budget by \$204,045 to \$576,726 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$2,000 to \$6,617,276 and approve the department line item changes as outlined

Move to increase the Compost Fund budget by \$30,000 to \$898,618 and approve the department line item changes as outlined.

## **RESOLUTION NO. 2014-7**

## CHARTER TOWNSHIP OF YPSILANTI TEMPORARY ROAD CLOSURE

Resolution authorizing the temporary road closure of Stony Creek Road, to Textile Road, to Hitchingham Rd., to Merritt Road (back to Stony Creek Rd.) on Sunday, April 27, 2014, from 10:00 a.m. to Noon. for the "Ride for Recovery" Dawn Farm Fundraising Event.

**WHEREAS,** the Township of Ypsilanti has approved the temporary closure of Stony Creek, Textile, Hitchingham, and Merritt Roads as indicated; and

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

**NOW THEREFORE, BE IT RESOLVED** that the Township of Ypsilanti Board of Trustees designates and agrees that Megan Rodgers, Dawn Farm Development Director be the authorized official designated in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

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. 2014-7 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 4, 2014.

Karen Davejoy Kop

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI PROPOSED ORDINANCE NO. 2014-435

An Ordinance to Amend Chapter 48 of the Ypsilanti Charter Township Code of Ordinances to Require Registration of Vacant Residential, Commercial and Industrial Properties

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

Add the following new article to Chapter 48 entitled Property Maintenance:

#### Section 1 – Purpose

The purpose of this article is to prevent the deterioration of Ypsilanti Township by regulating vacant abandoned and foreclosed properties to insure that such properties are in compliance with all applicable state law and Township Code requirements including the Township property maintenance code adopted by the Township in sections 48–27 and 48–28 of the Ypsilanti Township Code of Ordinances.

#### Section 2 – Definitions

As used in this article:

Code compliance certificate means an annual certificate issued by the township Office of Community Standards that the structure is in compliance with all applicable state law and Township Code requirements, including the Township's Property Maintenance Code.

Owner means any person or entity with legal or equitable ownership or possessory interest in any residential, commercial or industrial structure. The owner shall include, but not be limited to: a bank, credit union, trustee, financial institution or trust which is in possession (in whole or in part) of the real property, foreclosing a lien or mortgage interest in the affected property, but may or may not have legal or equitable title.

Vacant property means a residential, commercial or industrial structure that remains unoccupied for a period in excess of 30 days. Vacant property does not mean property that is temporarily unoccupied while the residents are away on vacation, tending to personal matters or business, or property that is not intended by the owner to be left vacant.

#### Section 3 - Scope

The provisions of this article shall apply to all existing residential, commercial and industrial structures. This article does not relieve any person from compliance with all other township ordinances, the state building code, and all other laws, rules and regulations.

#### Section 4 - Evidence of vacant property.

Evidence of vacancy shall include any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions include, but are not limited to: overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk and/or debris; boarded up windows; abandoned vehicles, auto parts or materials; the absence of or continually drawn window coverings such as curtains, blinds and/or shutters; the absence of furnishings and/or personal items consistent with habitation or occupancy; statements by neighbors, delivery agents or utility agents, including Township employees, that the property is vacant.

### Section 5 - Registry of vacant properties.

There is hereby created in the township Office of Community Standards a registry of vacant residential, commercial and industrial properties.

### Section 6 - Vacant properties to be registered annually

Owners of real property are required to register all vacant residential, commercial and industrial properties within 30 days of the vacancy and to reregister the properties annually thereafter. Residential, commercial and industrial structures that are vacant at the time of the enactment of this article must register within 30 days.

### Section 7 - Owner's registration form; content.

Owners who are required to register their properties pursuant to this article shall submit a completed vacant property registration form, as provided by the township Office of Community Standards containing the following information:

- (1) The name of the owner of the property.
- (2) A mailing address where mail may be sent that will be acknowledged as received by the owner. If certified mail/return receipt requested is sent by the township Office of Community Standards to the address and the mail is returned marked "refused" or "unclaimed," then such occurrence shall be prima facie proof that the owner has failed to comply with this requirement. If ordinary mail sent by the township Office of Community Standards to the address is returned for whatever reason, then such occurrence shall be prima facie proof that the owner has failed to comply with this requirement.
- (3) The name of an individual responsible for the care and control of the vacant property. Such individual may be the owner, if the owner is an individual, or may be someone other than the owner with whom he/she has contracted.
- (4) A current address, phone number, fax, and email address (if fax and email addresses are available) where communications may be sent that will be acknowledged as received by the owner or individual responsible for the care and control of the property. If certified mail/return receipt requested is sent to the address and the mail is returned marked "refused" or "unclaimed,", or if ordinary mail sent to the address is returned for whatever reason, then such occurrence shall be prima facie proof that the owner has failed to comply with this requirement.
- (5) Authorization to the township staff to access the exterior of the property for inspection purposes.
- (6) Verification that the utilities and the furnace are functioning.

### Section 8 - Annual registration and safety and blight inspection fee.

The annual registration and safety and blight inspection fees shall be set by the Township Board to offset the cost of processing the form, conducting the safety and blight inspection and maintaining the records. In addition, if an owner fails to register, the owner shall be assessed the added cost of the Township's expense in having to determine ownership, which may include, but is not limited to title search and legal expenses.

### Section 9 - Requirement to keep information current.

If at any time the information contained in the registration form is no longer valid, the property owner shall within ten (10) days file a new registration form containing current information. There shall be no fee to update the current owner's information.

### Section 10 - Inspections required.

Owners of vacant residential, commercial and industrial structures who are required to file an owner's registration form under this article must immediately obtain and pay for a township Office of Community Standards safety and blight inspection of the vacant property; obtain necessary permits; make required repairs; obtain any follow-up inspections from the township Office of Community Standards thereafter to ensure the structure is safe, secure and maintained. The owner or the owner's agent shall certify by affidavit that all water, sewer, electrical, gas, HVAC, plumbing systems, roofing, structural systems, foundations, and drainage systems are sound, operational, or properly disconnected. The owner or the owner's agent shall also certify by affidavit that the property is in compliance with the township's property maintenance code, and the water and sewer requirements set forth in Chapters 48 and 62 of the Township Code.

### Section 11 - Building inspection; maintenance and security requirements.

Properties subject to this article shall be maintained and secured to comply with the minimum security fencing, barrier and maintenance requirements of the township's property maintenance code.

Pools, spas, and other water features shall be kept in working order or winterized to ensure that the water remains clear and free of pollutants and debris, or drained and kept dry and free of debris, and must comply with the minimum security fencing, barrier and maintenance requirements of the Property Maintenance Code.

Vacant properties subject to this article shall be maintained in a secure manner so as not to be accessible to unauthorized persons. Secure manner includes, but is not limited to, the closure and locking of windows, doors (walk-through, sliding and garage), gates and any other opening of such size that it may allow a child to access the interior of the property and/or structure(s). Broken windows must be repaired or replaced within 14 days. Boarding up of open or broken windows is prohibited except as a temporary measure for no longer than 14 days.

#### Section 12 - Open property; securing fee.

Property subject to this article that is left open and/or accessible shall be subject to entry by the township in order to ensure that the property has not become an attractive nuisance and to ensure that the property is locked and/or secured and in compliance with the Township's Property Maintenance Code. The owner of property subject to this article which property is found open or unsecured shall be responsible for paying a securing fee as set by the township board to offset the cost incurred by the township in contacting the owner or management company to secure the property. If the owner and/or management company cannot be contacted or does not secure the property within a reasonable time, not to exceed 24 hours, the owner shall be responsible for paying the cost incurred by the township in securing the property.

#### Section 13 - Reoccupation of vacant property; notification to township.

Prior to reoccupation of property that is subject to this article, the owner shall notify the Township that the property has been sold or rented, and to whom.

#### Section 14 - Fire damaged property.

If an occupied structure is damaged by fire, the owner has 30 days, unless otherwise extended by the Director of Community Standards or his designee, from the date of the fire to apply for a permit to start construction or demolition. Failure to do so will result in the property being deemed vacant and subject to the requirements of this article.

#### Section 15 - Unpaid fees; assessment.

All fees hereunder that remain unpaid after 14 days written notice to the owner/management company shall be assessed against the property as a lien and placed on the tax roll.

#### Section 16 - Penalties; municipal civil infraction.

Except as otherwise provided, a violation of this article shall be a municipal civil infraction subject to prosecution and penalty under MCL 42.21(3). The requirements of this article are in addition to, and not in lieu of any other rights and remedies provided by law. Violation of this article shall be a municipal civil infraction and for the first offense subject to a minimum \$200.00 fine and any of the penalties authorized under MCL 600.8727 and/or MCL 600.8302. Second or subsequent offenses shall be subject to a minimum fine of \$400.00 and any of the penalties authorized under MCL 600.8727 and/or MCL 600.8302. Each day that a violation continues shall be considered a separate offense.

#### Severability

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

#### Publication

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

#### Effective date

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2014-435 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on March 4, 2014. The second reading is scheduled to be heard on April 1, 2014.

aren Davejoy K

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

# **Executive Session Minutes**

A. The March 4, 2014, Executive Session Minutes will be distributed to Board Members prior to the meeting.

03/10/2014 03:47 PM User: mharris DB: Ypsilanti-Twp CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 1/1 CHECK NUMBERS 164314 - 164366

DB: Ypsilant	ti-Twp		CHECK N	OMBERS 104314 - 104300	
Check Date	Bank	Check	Vendor	Vendor Name Agnis Che	Amount
Bank AP AP					
02/24/2014	AP	164314	5049	BLUE CROSS BLUE SHIELD OF MI	126,817.87
2/24/2014	AP	164315	BCBS	BLUE CROSS BLUE SHIELD OF MI	31,733.98
2/24/2014	AP	164316	9458	CHARTER TOWNSHIP OF YPSILANTI	51.75
2/24/2014	AP	164317	2002	DELTA DENTAL PLAN OF MICHIGAN	13,406,60
2/24/2014	AP	164318	0118	DTE ENERGY	2,504.70
2/24/2014	AP	164319	0119	DTE ENERGY **	73,046.14
2/24/2014	AP	164320	MR. BUBBLE	MR. BUHBLES AUTO SPA	100.00
2/24/2014	AP	164321	PAETEC	PAETEC	5.89
2/24/2014	AP	164322	6263	STANDARD INSURANCE COMPANY	2,860.77
2/27/2014	AP	164323	0363	COMCAST CABLE	429.80
2/27/2014	AP	164324	0363	COMCAST CABLE	84.85
2/27/2014	AP	164325	0363	COMCAST CABLE	137.84
2/27/2014	AP	164326	0363	COMCAST CABLE	84.85
2/27/2014	AP	164327	0118	DTE ENERGY	7,234.17
2/27/2014	AP	164328	16486	PAETEC	469,68
2/28/2014	AP	164329	A. CARPENTE	ALAN CARPENTER	14,00
2/28/2014	AP	164330	A. BABO	ANGELA BABO	14.00
2/28/2014	AP	164331	A. HERRON	ASHLEY HERRON	48.00
2/28/2014	AP	164332	B. BARRETT	BARBARA BARRETT	14.00
2/28/2014	AP	164333	B.CLARK	BONNIE CLARK	14.00
12/28/2014	AP	164334	C.MCCLENDO	CYNTHIA MCCLENDON	48,00
2/28/2014	AP	164335	D.WEBSTER	DOUGLAS WEBSTER	14-00
2/28/2014	AP	164336	G.ROUS	GLENN ROUS	14.00
2/28/2014	AP	164337	J. HAMMOND	JOHN HAMMOND	14.00
2/28/2014	AP	164338	J. HILL	JULIE HILL	14.00
2/28/2014	AP	164339	K.HAGERTY	KARLI HAGERTY	26.50
2/28/2014	AP	164340	K.LEGG	KATHERINE LEGG	14.00
2/28/2014	AP	164341	K.MEADOWS	KELLEY MEADOWS	14.00
32/28/2014	AP	164342	K.ANGUILM	KATE WNCOITW	26.50
02/28/2014	AP	164343	L-SCOTT	LINDA SCOTT	14.00
2/28/2014	AP	164344	L. BROWN	LINDSEY BROWN	14_00
2/28/2014	AP	164345	L.DORSEY	LORETTA DORSEY	14.00
2/28/2014	AP	164346	M.SMETH	MARCIA SMITH	14_00
02/28/2014	AP	164347	M. POLLINGT	MARIELLEN POLLINGTON	14.00
2/28/2014	AP	164348	M. CHAMBERS	MARSHA CHAMBERS	14.00
02/28/2014	AP	164349	13028	MARTHA DORITY	14.00
02/28/2014	AP	164350	M.WELLS	MICHAEL WELLS	14.00
2/28/2014	AP	164351	R.ANDREWS	ROBERT ANDREWS	26.50
32/28/2014	AP	164352	R.LUND	ROSE LUND	26.50
02/28/2014	AP	164353	S.NEUMANN	SARAH NEUMANN	14.00
02/28/2014	AP	164354	13280	SHARMAL BENNETT	14.00
2/28/2014	AP	164355	S.BOOTH	SUSANNA BOOTH	14.00
02/28/2014	AP	164356	15644	THERESA FRY	
02/28/2014	AP	164357	T.LEONE	THOMAS LEONE	26.50
03/10/2014	AP	164358	15934	WASTE MANAGEMENT	27,197,96
03/10/2014	AP	164359	15934	WASTE MANAGEMENT	27, 724, 14
03/10/2014	AP	164360	15934	WASTE MANAGEMENT	112,539.45
03/10/2014	AP	154361	15934	WASTE MANAGEMENT	788.37
03/10/2014	AP	164362	15934	WASTE MANAGEMENT	216.2
03/10/2014	AP	164363	15934	WASTE MANAGEMENT	125.00
03/10/2014	AP	164364	15934	WASTE MANAGEMENT	250.00
03/10/2014	AP	164365	15934	WASTE MANAGEMENT	50.00
03/10/2014	AP	164366	15934	WASTE MANAGEMENT	

AP TOTALS:

Total of 53 Checks: Less 0 Void Checks;

429,789.15 0.00 429,789.15

Total of 53 Disbursements: Accounts Parlosle Checks - 327,142.89 Mand Checks - 429,789.15 756,932.04 Total

#### CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 1/1 CHECK NUMBERS 164367 - 164430

Bank AP AP 03/10/2014 03/10/2014 03/10/2014 03/10/2014	AP				
03/10/2014 03/10/2014 03/10/2014	3.0				
03/10/2014 03/10/2014	142	164367	8406	ACCESS DATA	2,631.00
03/10/2014	AP	164368	15493	ADAM RURTINAITIS	420.00
<ul> <li>The second se</li></ul>	AP	164369	6514	ALL PRO EXERCISE	625,00
	AP	164370	0017	ANN ARBOR CLEANING SUPPLY	737.66
3/10/2014	AP	164371	0022	ANN ARBOR WELDING SUPPLY CO	193.44
3/10/2014	AP	164372	6211	APOLLO FIRE APPARATUS REPAIR	11,765.00
3/10/2014	AP	164373	6396	ARBOR INSPECTION SERVICES	375.00
3/10/2014	AP	164374	0039	ATLANTIC WELDING SUPPLY	92.00
3/10/2014	AP	164375	0215	AUTO VALUE YPSILANTI	67.44
3/10/2014	AP	164376	0777	BANDIT INDUSTRIES	2,239.77
3/10/2014	AP	164377	6397	BARR ENGINEERING COMPANY	2,845.50
3/10/2014	AF	164378	CARDNO JEN	CARDNO JENEW	1,330.00
3/10/2014	AP	164379	16509	CLEAR RATE COMMUNICATIONS, INC	1,151.48
3/10/2014	AP	164380	0582	CONGDON 'S	135.07
3/10/2014	AP	164381	15987	EDGAR RAINEY	93.00
3/10/2014	AP	164382	8585	ESRI	2,500.00
3/10/2014	AP	164383	15789	FLEETPRIDE	1,043.47
3/10/2014	AP	164384	15897	GARY STAFFORD	9.00
3/10/2014	AP	164385	0073	GENE BUTMAN FORD	83.56
3/10/2014	AP	164386	1233	GORDON FOOD SERVICE INC.	52.94
3/10/2014	AP	164387	6161	GOVERNMENTAL CONSULTANT	2,850.00
3/10/2014	AP	164388	GREAT OAKS	GREAT OAKS PLUMBING	45.00
3/10/2014	AP	164389	G.CRUMP	GREGORY CRUMP	36.00
03/10/2014	AF	164390	H.SCOTT	HEATHER SCOTT	94.00
3/10/2014	AP	164391	6547	HERITAGE NEWSPAPERS	176.65
13/10/2014	AP	164392	2831	HERKIMER RADIO SERVICE	39.00
13/10/2014	AP	164393	0503	HOME DEPOT	276.55
3/10/2014	AP	164394	J. ETCHISO	JAVIN ETCHISON	48.00
3/10/2014	AP	164395	KCI	KCI	1,545.79
13/10/2014	AP	164396	L. HADLEY	LAKEISHA HADLEY	40.00
3/10/2014	AP	164397	16321	LINDA JEROME	
3/10/2014	AP	164398	6507	LOWER RURON SUPPLY	79,70
3/10/2014	AP	164399	MANPOWER	MANPOWER	1,559.25
3/10/2014	AP	164400	0158	MARK HAMILTON	1,500.00
03/10/2014	AP	164401	0253	MCLAIN AND WINTERS	88,338.25
3/10/2014	AP	164402	16461	MICHIGAN LINEN SERVICE, INC.	851.57
3/10/2014	AP	164403	2986	NAPA AUTO PARTS*	
3/10/2014	AP	164404	2997	OFFICE EXPRESS	85.05
3/10/2014	AP	164405	0147	OSCAR W. LARSON CO.	210.79
03/10/2014	AP	164406	0585	OVERHEAD DOOR COMPANY	120.00
03/10/2014	AP	164407	0913	PARKWAY SERVICES, INC.	735.00
3/10/2014	AP	164408	P. POWER	PETER POWER	1.092.00
3/10/2014	AP	164409	16008	PRIORITY ONE EMERGENCY	1,052.00
3/10/2014	AP	164410	6045	Q.P.S PRINTING	2,240.00
3/10/2014	AP	164411	1070	REHRIG PACIFIC COMPANY	2,335.14
3/10/2014	AP	164412	15386	RICOH USA, INC.	4,387.84
3/10/2014	AP	164413	6308	RKA PETROLEUM	604.70
3/10/2014	AP	164414	0.634	SAM'S CLUB DIRECT	35,00
03/10/2014	AP	164415	S. LITTLE	SARAH LITTLE	135.00
3/10/2014	AP	164416	SOLOMON PL	SOLOMON PLUMBIN CO	415.81
03/10/2014	AP	164417	15751	SOUTHERN COMPUTER WAREHOUSE	2,000.00
3/10/2014	AP	164418	15362	STANDARD & POOR'S	149.41
03/10/2014	AP	164419	0632	STERICYCLE INC	1,624.50
03/10/2014	AP	164420	4402	TDS METROCOM	1,725.00
03/10/2014	AP	164421	10 - Charley 10 - Charles	TODD BARBER	220.00
03/10/2014	AP	164422	2597	U.S. POSTAL SERVICE*	2,673.00
3/10/2014	AP	164423	6523	UNIQUE 1 SERVICE UNITED STATES POST OFFICE	220.00
3/10/2014	AP	164424	2921	VICTORY LANE	33.99
3/10/2014	AP	164425	6627		174,796.72
3/10/2014	AP	164426	0444	WASHTENAW COUNTY TREASURER#	175.62
03/10/2014	AP	164427	16368	WEINGARTZ	1,661.63
03/10/2014	AF	164428	0480	YPSILANTI COMMUNITY	1,000.00
03/10/2014	AP	164429	6417	YPSILANTI TWP PETTY CASH	1,075.50
03/10/2014	AP	164430	15780	ZOHO CORPORATION	1417.000 (0.5.24)

Total of 64 Checks: Less 0 Void Checks: Total of 64 Disbursements: 327,142.89

327,142.89

## OFFICE OF THE TREASURER LARRY J. DOE



#### MONTHLY TREASURER'S REPORT FEBRUARY 1, 2014 THROUGH FEBRUARY 28, 2014

Account Name	Beginning Balance	Cash Receipts	Cash Disbursements	Ending Balance
101 - General Fund	3,774,042.51	1,430,264.75	797,216.21	4,407,091.05
101 - Payroll	173,728.46	726,965.34	761,170.19	139,523.61
101 - Willow Run Escrow	141,809.67	21.76	0.00	141,831.43
206 - Fire Department	420,066.37	503,827.44	221,123.65	702,770.16
208 - Parks Fund	12,984.65	0.28	0.00	12,984.93
212 - Roads/Bike Path/Rec/General Fund	988,645.28	169,886.63	84,839.18	1,073,692.73
225 - Environmental Clean-up	444,227.63	9.70	0.00	444,237.33
226 - Environmental Services	1,879,431.85	761.90	200,359.44	1,679,834.31
230 - Recreation	106,199.61	15,333.52	46,924.62	74,608.51
236 - 14-B District Court	94,787.09	105,777.52	87,077.16	113,487.45
244 - Economic Development	67,164.05	1.47	0.00	67,165.52
248 - Rental Inspections	126,006.44	14,227.86	10,182.84	130,051.46
249 - Building Department Fund	405,845.54	24,079.25	25,079.88	404,844.91
250 - LDFA Tax	305.13	0.01	0.00	305.14
252 - Hydro Station Fund	790,907.22	33,892.83	9,862.10	814,937.95
266 - Law Enforcement Fund	1,247,668.46	24.98	533,205.03	714,488.41
280 - State Grants	18,379.54	0.40	0.00	18,379.94
301 - General Obligation	211,715.72	10,006.84	0.00	221,722.56
<b>396 - Series "A" Bond Payments</b>	6,728.11	0.15	0.00	6,728.26
397 - Series "B" Cap. Cost of Funds	25,963.82	0.57	0.00	25,964.39
398 - LDFA 2006 Bonds	66,343.16	1.45	0.00	66,344.61
498 - Capital Improvement 2006 Bond Fund	336,000.95	51.55	0.00	336,052.50
584 - Green Oaks Golf Course	190,418.45	10.87	19,464.61	170,964.71
590 - Compost Site	1,396,449.86	2,442.05	45,598.37	1,353,293.54
595 - Motor Pool	290,948.64	1,407.59	2,089.03	290,267.20
701 - General Tax Collection	20,582.55	3,556.12	4,134.64	20,004.03
703 - Current Tax Collections	12,096,104.35	6,380,352.84	1,540,083.38	16,936,373.81
707 - Bonds & Escrow/GreenTop	831,471.49	4,127.73	753.25	834,845.97
708 - Fire Withholding Bonds	34,826.58	8,300.48	0.00	43,127.06
893 - Nuisance Abatement Fund	46,616.59	1,212.45	160.86	47,668.18
ABN AMRO Series "B" Debt Red. Cap.Int.	23,492.47	0.00	384.60	23,107.87
GRAND TOTAL	26,269,862.24	9,436,546.33	4,389,709.04	31,316,699.53

# SUPERVISOR REPORT

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

## CLERK REPORT

Submitted by Karen Lovejoy Roe, Clerk

- <u>MAY 6, 2014 ELECTION</u> -On Tuesday, March 4, 2014 the Election Committee met to consolidate precincts for the May 6, 2014 election. The precincts consolidated for the May 6, 2014 election <u>only</u> were: Precincts 2 & 3, located at Polo Fields of Washtenaw, Precincts 5 & 6, located at the Community Center, Precincts 9 &10, located at Erickson School, Precincts 11 & 12 located at Rawsonville School, and\_Precincts 13 & 15, located at the new location, Girl Scouts Heart, on James L. Hart Pkwy. Ballots, envelopes and absentee applications for the May 6, 2014 election have all been ordered. Scheduling for elections workers, chairpersons and receiving board workers is underway. The special election is at the request of the Ann Arbor Area Transportation Authority (AAATA) for a millage to fund an expansion of the current AAATA services in the Cities of Ann Arbor and Ypsilanti and the Township of Ypsilanti. AAATA will provide reimbursement for the costs of this election.
- **PRECINCT MAPS**-The Clerk's office staff has been working on the draft and final copies of new precinct maps for Ypsilanti Township. The Ypsilanti Township Election Committee and the State Bureau of Elections approved changes to precincts lines and also locations in 2013. Changes were required because of the growth of population in some precincts. Some precinct locations were changed to more safely and adequately handle elections. The new maps have been ordered and will be available by Friday, March 14, 2014. The new maps have a complete street listing on the back of all the streets located in specific precincts. The new maps distinctly define the new precinct divisions and also list out the locations of all the precincts in Ypsilanti Township.
- <u>MICHIGAN BUREAU OF ELECTIONS TRAINING</u>- Clerk's staff attended a state wide election certification and training on Thursday, February 20, 2014. The state wide training was conducted at the Charter Township of Ypsilanti Civic Center in the Board Room. The training was conducted as a train-the-trainer format. Ypsilanti Township hosted the training for Clerks from throughout the state of Michigan. The State Bureau of Elections and the visiting Clerk's were very satisfied with the Board Room and the Civic Center as a training facility.
- **GROVE ROAD BIKEPATH AND DTE LED LIGHTING PROJECT**-On Monday, March 3, 2014 Supervisor Stumbo, Treasurer Doe, Clerk Karen Lovejoy Roe and Residential Services Director, Jeff Allen met with Joseph Honce from DTE and Jason Faron, Factory Sales Representative from Holophane Lighting to discuss placement and types of lighting to be installed on Grove Road. This lighting project is planned to be a part of the Grove Road Bikepath rehabilitation project that is scheduled for construction in 2014. Ypsilanti Township received grant funds for the majority of the Grove Road Bikepath reconstruction project. The Ypsilanti Township board has approved the grant and the reconstruction project. A resolution supporting the project is scheduled to be on the Ypsilanti Township Board agenda for Tuesday, March 18, 2014. The plans for the DTE lighting upgrades were reviewed at the internal meeting and some small changes were requested of DTE. DTE will present a final lighting plan that will be a part of a future Ypsilanti Township board meeting agenda seeking approval and funding for the lighting project.
- <u>HUD COMMUNITY CHALLENGE GRANT/HABITAT</u>- Habitat for Humanity closed on Friday, March 7, 2014 on three homes in Gault Village as a part of the HUD Challenge Grant. The three homes were purchased completely with funds from the HUD Challenge Grant for \$75,000. Habitat has recently hired a new staff person with funding from the HUD Community Challenge Grant to work specifically to help Habitat develop and grow programs through outreach in the West Willow neighborhood about Homeownership, critical repair and weatherization. The new Habitat staff person will also work closely with the New West Willow Neighborhood Association, Washtenaw County, the University of Michigan and other groups that are working in West Willow.

# **TREASURER REPORT**

THERE IS NO WRITTEN TREASURER REPORT

# **TRUSTEE REPORT**

THERE IS NO WRITTEN TRUSTEE REPORT

# **ATTORNEY REPORT**

GENERAL LEGAL UPDATE

## CHARTER TOWNSHIP OF YPSILANTI RESOLUTION 2014-5

#### Amendment of Truancy Ordinance

*Whereas*, the Township, in 2007, adopted a truancy ordinance which required students between the ages of 6 years old and 15 years old to attend school when it is in session; and

*Whereas*, since the adoption of the of the ordinance Michigan law has changed to require students between the ages of 6 years old and 17 years old to attend school when it is in session; and

*Whereas*, Ypsilanti Township wishes to strengthen its truancy ordinance to provide the maximum support to the education of children in public, private and charter schools.

**Now therefore**, **be it resolved** that Ordinance No. 2014-434 attached hereto is adopted by reference.

# CHARTER TOWNSHIP OF YPSILANTI ORDINANCE NO. 2014-434

An Ordinance to Amend the Code of Ordinances, Chapter 42. Section 371 entitled Truancy

The Charter Township of Ypsilanti ordains that Chapter 42, Section 371 is

amended as follows:

#### Sec. 42-371. Truancy in public places and motor vehicles.

- (a) It is unlawful for a minor under the age of 18 years who is enrolled in a public, private or charter educational program to be absent from school when the school he or she is enrolled in is in session.
- (b) Exceptions. The provisions of subsection (a) shall not apply when:
  - (1) The minor has in his or her possession a written excuse from the minor's parent, legal guardian, or other adult person having the legal care or custody of the minor;
  - (2) The minor is accompanied by his or her parent, legal guardian or other adult person having the legal care or custody of the minor;
  - (3) The minor is on an emergency errand directed by his or her parent, legal guardian or other person having legal care or custody of the minor;
  - (4) The minor is going directly to or returning from a medical, dental or orthodontic appointment;
  - (5) The minor has permission to leave school and has in his or her possession a valid school excuse to be absent from school;
  - (6) The minor is going directly to or returning from a public meeting or place of entertainment, such as a movie, play, sporting event, dance or school activity, provided such meeting, event or activity is a school approved activity or is otherwise supervised by school personnel;
  - (7) The presence of the minor in such place is connected with or required by a school approved or school related business, trade, profession or occupation in which the minor is lawfully engaged;
  - (8) The minor has graduated from high school or has fulfilled all requirements for high school graduation;
  - (9) The minor is in attendance at religious instruction classes in accordance with section 156(3)(d) of Public Act 451 of 1970 (MCL 380.1561(3)(d); or
  - (10) The minor is being educated in an organized educational program at the minor's home by his or her parent or legal guardian in accordance with Public Act No. 451 of 1976 (MCL 380.1 et. seq.).
- (d) Violation of subsection (a) shall be a misdemeanor punishable by a maximum fine in the amount of \$50.00 for a first offense and \$100.00 for a second or subsequent offense during a calendar school year.

### Severability

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

### Publication

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

### Effective date

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

#### CHARTER TOWNSHIP OF YPSILANTI 2014 BUDGET AMENDMENT #3

#### March 18, 2014

101 - GENERAL OPERA	TIONS FUND	То	tal Increase	\$54,959.60
		ed Liberty Square. The removal of the stree ed at \$11,884.3.) This is funded by an App		
Revenues:				
	Prior Year Fund Balance	101-000-000-699.000	\$34,982.60	
		Net Revenues	\$34,982.60	
Expenditures:	Street Lighting Non Assessable	101-956-000-926.000	\$34,982.60	
		Net Expenditures	\$34,982.60	
was an original approved p needs to be rolled forward	roject of \$17,000 in August of 2013, of the to the 2014 budget. The additional reque	ditional design work for Civic Center Renov at budgeted amount \$3,577 was not used ir sted service contract for 2014 is \$16,400. is funded by an Appropriation of the Prior	n 2013 and The total	
Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$19,977.00	
		Net Revenues	\$19,977.00	
Expenditures:	Capital Outlay - Improvements	101-970-000-971.008	\$19,977.00	
		Net Expenditures	\$19,977.00	
206 - FIRE FUND			Total Increase	\$12,070.00
Increase truck maintenance work on the fire engine was repairs until that time. This	s not started and completed until 2014. T s was to be funded in 2013 by reimbursem	3. The insurance check was received on 7/1 he engine was needed and could not be sp nent from Michigan Municipal Insurance che nce. This is to be funded by an Appropriatic	2/2013 but the ared for the ck dated	\$12,070.00
Increase truck maintenance work on the fire engine was repairs until that time. This 7/12/13. However, the func	s not started and completed until 2014. T s was to be funded in 2013 by reimbursem	he engine was needed and could not be sp nent from Michigan Municipal Insurance che	2/2013 but the ared for the ck dated	\$12,070.00
Increase truck maintenance work on the fire engine was repairs until that time. This 7/12/13. However, the func Year Fund Balance.	s not started and completed until 2014. T s was to be funded in 2013 by reimbursen ls are now part of the prior year fund bala	he engine was needed and could not be sp nent from Michigan Municipal Insurance che nce. This is to be funded by an Appropriatic	2/2013 but the ared for the ck dated on of the Prior	\$12,070.00
Increase truck maintenance work on the fire engine was repairs until that time. This 7/12/13. However, the func Year Fund Balance.	s not started and completed until 2014. T s was to be funded in 2013 by reimbursen ls are now part of the prior year fund bala	he engine was needed and could not be sp nent from Michigan Municipal Insurance che nce. This is to be funded by an Appropriatio 206-000-000-699.000	2/2013 but the ared for the ck dated on of the Prior \$12,070.00	\$12,070.00
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Increase truck maintenance work on the fire engine was repairs until that time. This 7/12/13. However, the func Year Fund Balance. Revenues: Expenditures:	s not started and completed until 2014. T s was to be funded in 2013 by reimbursen ls are now part of the prior year fund bala Prior Year Fund Balance	he engine was needed and could not be sp hent from Michigan Municipal Insurance che nce. This is to be funded by an Appropriatic 206-000-000-699.000 Net Revenues 206.206.000.863.001	2/2013 but the ared for the ck dated on of the Prior \$12,070.00 \$12,070.00 \$12,070.00	\$12,070.00
Increase truck maintenance work on the fire engine was repairs until that time. This 7/12/13. However, the func Year Fund Balance. Revenues: Expenditures: 212 - BIKE, SIDEWALK,	s not started and completed until 2014. T s was to be funded in 2013 by reimbursen ls are now part of the prior year fund bala Prior Year Fund Balance Auto & Truck Main Station #1 RECREATION, ROAD AND	he engine was needed and could not be sp hent from Michigan Municipal Insurance che nce. This is to be funded by an Appropriatic 206-000-000-699.000 Net Revenues 206.206.000.863.001	2/2013 but the ared for the ck dated on of the Prior \$12,070.00 \$12,070.00 \$12,070.00	
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Motion to Amend the 2014 Budget (#3):

Move to increase the General Fund budget by \$54,960 to \$8,621,665 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$12,070 to \$5,178,169 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Recreation, Road and General Operations (BSRII) Fund budget by \$14,863 to \$4,634,580 and approve the department line item changes as outlined.

#### RESOLUTION NO. 2014-10

#### RESOLUTION APPROVING CONTRACT AND AUTHORIZING NOTICE

Charter Township of Ypsilanti County of Washtenaw, State of Michigan

Minutes of a regular meeting of the Township Board (the "Governing Body") of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the "Township"), held on the 18<sup>th</sup> day of March, 2014, at 7:00 o'clock p.m., prevailing Eastern Time.

PRESENT: Members:

ABSENT: Members:

The following preamble and resolutions were offered by Member

and supported by Member \_\_\_\_\_:

WHEREAS, it is necessary to acquire and construct certain wastewater system improvements, consisting of 1) replacement of the existing heating and ventilating systems at the four main pump stations of the Ypsilanti Community Utilities Authority (YCUA) wastewater collection system; 2) improvements to the grit handling system at the headwords of the Wastewater Treatment Plant, including improving the grit processing equipment to provide greater flexibility in the operation of the system; and 3) all necessary appurtenances and attachments thereto (the "Project"), to serve the Township and the City of Ypsilanti (the "City"); and

WHEREAS, a contract (the "Contract") has been prepared among the Township, the City and the Ypsilanti Community Utilities Authority (the "Authority") whereby the Authority will issue its bonds (the "Bonds") on behalf of the Township and the City to provide for the financing of cost of the Project; and WHEREAS, this Governing Body has carefully reviewed the Contract and finds that it provides the best means for accomplishing the Project and for providing the needed services.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The Contract is hereby approved and the Supervisor and the Clerk of the Township are hereby authorized and directed to execute and deliver the Contract for and on behalf of the Township; provided, however, that Contract shall not become effective until the expiration of forty-five (45) days after the publication of the attached notice as a display advertisement of at least <sup>1</sup>/<sub>4</sub> page in size in the *Ypsilanti Courier*, a newspaper of general circulation within the Township, which manner of publication is deemed by the Governing Body to be the most effective manner of informing the taxpayers and electors of the Township of the details of the proposed Contract and the rights of referendum thereunder.

2. The Township Clerk is directed to publish the attached notice in the newspaper above designated as soon as possible after the adoption hereof.

3. All resolutions and parts of resolutions in conflict with this resolution be, and the same hereby are repealed.

AYES: Members:

NAYS: Members:

RESOLUTION DECLARED ADOPTED.

Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on March 18, 2014, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Township Clerk

## NOTICE OF INTENT TO EXECUTE TAX-SUPPORTED CONTRACT AND OF RIGHT TO <u>PETITION FOR REFERENDUM THEREON</u>

## TO THE TAXPAYERS AND ELECTORS OF THE CHARTER TOWNSHIP OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN:

PLEASE TAKE NOTICE, the Charter Township of Ypsilanti (the "Township") has approved by resolution the execution of a contract (the "Contract") with the Ypsilanti Community Utilities Authority (the "Authority") and the City of Ypsilanti (the "City") pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which Contract provides, among other things, that the Authority will acquire, construct and install certain wastewater improvements, consisting of improvements to the grit handling system at the headworks of the Wastewater Treatment Plant, replacement of the existing heating and ventilating systems at the four main pump stations of the Authority wastewater collection system, together with all necessary appurtenances and attachments thereto to service the Township and the City and will issue its bonds in the principal amount not to exceed \$5,000,000 to finance the cost of the acquisition and construction of such wastewater improvements for the Township and the City AND THE TOWNSHIP WILL PAY TO THE AUTHORITY PURSUANT TO THE CONTRACT THE SUMS NECESSARY TO RETIRE ITS PERCENTAGE SHARE OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

## TOWNSHIP'S CONTRACT OBLIGATIONS

It is presently contemplated that the bonds will be in the principal amount of not to exceed \$5,000,000, of which the Township's "Local Unit Share" (as that term is defined in the Contract and is based on the Township's annual usage of the wastewater system) is initially 77.81%, subject to adjustment annually, will mature serially over a period of not to exceed twenty-five (25) years, and will bear interest at the rate or rates to be determined at the time of sale to the Michigan Finance Authority but in no event to exceed two and one-half percent (2.5%) per annum on the balance of the bonds from time to time remaining unpaid. The Contract includes the Township's pledge of its limited tax full faith and credit for the prompt and timely payment of the Township's obligations as expressed in the Contract. THE TOWNSHIP WILL BE REQUIRED TO LEVY AD VALOREM TAXES WITHIN APPLICABLE CONSTITUTIONAL, CHARTER AND STATUTORY TAX LIMITATIONS ON ALL TAXABLE PROPERTY WITHIN THE TOWNSHIP TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO PAY ITS SHARE OF THE PRINCIPAL OF AND INTEREST ON THE BONDS IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE. IT IS THE PRESENT INTENT OF THE TOWNSHIP TO USE THE REVENUES FROM THE TOWNSHIP DIVISION OF THE AUTHORITY'S SYSTEM TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS.

#### **RIGHT OF REFERENDUM**

The Contract will become effective and binding upon the Township without vote of the electors as permitted by law unless a petition requesting an election on the question of the Township entering into the Contract, signed by not less than 10% of the registered electors of the Township, is filed with the Township Clerk within forty-five (45) days after publication of this notice. If such petition is filed,

the Contract cannot become effective without an approving vote of a majority of electors of the Township qualified to vote and voting on the question. The Contract is on file at the office of the Township Clerk.

This notice is given pursuant to the requirements of Section 8 of Act No. 233, Public Acts of Michigan, 1955, as amended. Further information concerning the details of the Contract and the matters set out in this notice may be secured from the Township Clerk's office.

Karen Lovejoy Roe Clerk Charter Township of Ypsilanti

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## CONTRACT

THIS CONTRACT, dated as of April 23, 2014, by and among the YPSILANTI COMMUNITY UTILITIES AUTHORITY, a municipal authority and public body corporate of the State of Michigan (hereinafter referred to as the "Authority"), the CHARTER TOWNSHIP OF YPSILANTI (the "Township") and the CITY OF YPSILANTI (the "City," together with the Township referred to as the "Local Units") both located in the County of Washtenaw, Michigan,

## WITNESSETH:

WHEREAS, the Authority has been incorporated under the provisions of Act No. 233, Public Acts of Michigan, 1955, as amended (hereinafter referred to as "Act 233"), for the purposes set forth in Act 233 and the Local Units being constituent members of the Authority; and

WHEREAS, it is immediately necessary and imperative for the public health and welfare of the present and future residents of the Local Units that certain wastewater system improvements in the Local Units, consisting of the replacement of existing heating and ventilating systems at the four main pump stations and improving existing grit processing equipment to provide greater flexibility of the system, together with all necessary appurtenances and attachments thereto be acquired and constructed to service the Local Units (the "Project"); and

WHEREAS, plans and an estimate of cost of said improvements have been prepared by the Authority's consulting engineers (the "Consulting Engineers"), which said estimate of cost totals not to exceed \$5,000,000; and

WHEREAS, each of the Local Units is desirous of having the Authority arrange for the acquisition of said improvements, in order to furnish the residents of each of the Local Units with improved wastewater system services and facilities; and

WHEREAS, the parties hereto have determined that said improvements are essential to the general health, safety and welfare of each of the Local Units; and

WHEREAS, the Authority and the Local Units are each agreeable to the execution of this Contract, by and between themselves, to provide, among other things, for the financing of the cost of the Project; and

WHEREAS, each of the Local Units has approved and authorized the execution of this Contract by resolution of its governing body; and

WHEREAS, this Contract will become effective for each of the Local Units upon expiration of a period of forty-five days following publication by each of the Local Units of its respective notice of intention without filing of a petition for referendum on the question of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of the respective Local Unit;

NOW, THEREFORE, in consideration of the premises and the covenants made herein, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1. The Authority and the Local Units each have previously approved and again approve the establishment of wastewater system improvements in the Local Units under the provisions of Act 233, together with all necessary appurtenances, attachments and rights in land adequate and sufficient to furnish such service to the area of each of the Local Units, as set forth in the plans prepared by the Consulting Engineers.

SECTION 2. The system referred to in Section 1 above is hereby designated as YPSILANTI COMMUNITY UTILITIES AUTHORITY WASTEWATER SYSTEM NO. 5 (City of Ypsilanti and Charter Township of Ypsilanti) (hereinafter sometimes referred to in this Contract as the "System").

SECTION 3. Each of the Local Units hereby consents to the use by the Authority and any parties contracting with the Authority of the public streets, alleys, lands and rights-of-way in each Local

Unit for the purpose of performing the Project.

SECTION 4. The System is designed to serve areas in each of the Local Units as described in the plans prepared by the Consulting Engineers and is immediately necessary to protect and preserve the public health; and each Local Unit does, by these presents, consent to the furnishing of such service through the System pursuant to Section 8 hereof, to the individual users in each Local Unit.

SECTION 5. The Authority and each of the Local Units hereby approve and confirm the plans for the System prepared by the Consulting Engineers and the total estimated cost thereof of not to exceed the sum of \$5,000,000 and the Local Units' combined share thereof (100%) of \$5,000,000. Said cost estimate includes all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the System, the acquisition of all materials, machinery and necessary equipment, and all engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the System and the financing thereof.

SECTION 6. The Authority will take bids for the construction of the Project and the Authority shall in no event agree to any contract price or prices as will cause the actual cost thereof to exceed the estimated cost as approved in Section 5 of this Contract unless each of the Local Units, by resolution of its legislative body, (a) approves said increased total cost, and (b) agrees to pay such prorated excess over the estimated cost, either in cash or by specifically authorizing the maximum principal amount of bonds to be issued, as provided in Sections 10 and 16 of this Contract, to be increased to an amount which will provide sufficient funds to meet said increased cost, and approves a similar increase in the installment obligations of each Local Unit, if any, pledged under the terms of this Contract to the payment of such bonds.

SECTION 7. The Project shall be constructed by the Authority substantially in accordance with the plans and specifications therefor approved by this Contract. All matters relating to engineering plans

and specifications, together with the making and letting of final construction contracts, the approval of work and materials thereunder, and construction supervision, shall be in the control of the Authority. All acquisition of sites and rights-of-way shall be done by the Authority. Each Local Unit's share of the costs of such acquisition shall be paid from bond proceeds and, in addition, any costs incurred by any Local Units in connection with the acquisition or construction of the System, including engineering expenses, shall be promptly reimbursed to the Local Unit by the Authority from the proceeds of Authority Bonds.

SECTION 8. The System shall be retained, maintained and operated by the Authority. The parties hereto agree that the System shall be improved upon, operated, administered and maintained for the sole use and benefit of the Local Units and their respective users, including contract customers.

SECTION 9. To provide for the construction and financing of the Project in accordance with the provisions of Act 233, the Authority shall take the following steps:

(a) Immediately after execution hereof, the Authority will promptly take steps to adopt a resolution providing for the issuance of its bonds, in one or more series, in the aggregate principal amount of not to exceed \$5,000,000 (except as otherwise authorized pursuant to Section 16 of this Contract) to finance each of the Local Units' share of the cost of the System. Said bonds shall mature serially, as authorized by law, and shall be secured by the contractual obligations of each Local Unit in this Contract. After due adoption of the resolution, the Authority will take all necessary legal procedures and steps necessary to effectuate the sale and delivery of said bonds to the Michigan Finance Authority.

(b) The Authority shall take all steps necessary to take bids for and enter into and execute final acquisition and construction contracts for the construction of the Project as specified and approved hereinbefore in this Contract, in accordance with the plans and specifications therefor based on the plans as approved by this Contract. Said contracts shall

specify a completion date agreeable to each Local Unit and the Authority.

(c) The Authority will require and procure from the contractor or contractors undertaking the actual construction of the Project necessary and proper bonds to guarantee the performance of the contract or contracts and such labor and material bonds as may be required by law.

(d) The Authority, upon receipt of the proceeds of sale of the bonds, will comply with all provisions and requirements provided for in the resolution authorizing the issuance of the bonds and this Contract relative to the disposition and use of the proceeds of sale of the bonds.

(e) The Authority may temporarily invest any bond proceeds or other funds held by it for the benefit of each Local Unit as permitted by law and investment income shall accrue to and follow the fund producing such income. The Authority shall not, however, invest, reinvest or accumulate any moneys deemed to be proceeds of the bonds pursuant to §148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder (the "Code"), in such a manner as to cause the bonds to be "arbitrage bonds" within the meaning of Code § 103(b)(2) and §148.

SECTION 10. The cost of the System shall be charged to and paid by each Local Unit to the Authority in the manner and at the times herein set forth.

The cost of the Project to be financed with the issuance of one or more series of bonds of the Authority (\$5,000,000) shall be paid by the Local Units to the Authority in annual installments (corresponding to principal payments on each series of the bonds on the next October 1st of each year ) on September 15 of each year, as follows:

2015	\$195,000
2016	200,000
2017	205,000
2018	210,000
2019	215,000
2020	220,000

-5-

2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033	$\begin{array}{c} 225,000\\ 235,000\\ 240,000\\ 240,000\\ 245,000\\ 255,000\\ 255,000\\ 265,000\\ 270,000\\ 275,000\\ 275,000\\ 285,000\\ 290,000\\ 300,000\\ 305,000\end{array}$
2033 2034	305,000 315,000

Each Local Unit shall pay its Local Unit Share (as hereinafter defined) of each payment required to be made by the Local Units to the Authority pursuant to this Section 10 of the Contract. "Local Unit Share" means initially for each Local Unit, the percentage of each payment as follows:

Charter Township of Ypsilanti	77.81%
City of Ypsilanti	22.19%

The Local Unit Share is subject to adjustment on an annual basis based upon existing agreements between the Local Units.

It is understood and agreed that the bonds of the Authority hereinbefore referred to will be issued in anticipation of the above contractual obligation, with principal installments on October 1 of each year, commencing with the year 2015, corresponding to the principal amount of the above installments, and each Local Unit shall also pay to the Authority in addition to said principal installments, on March 15 and September 15 of each year, commencing on September 15, 2014, as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest, not to exceed two and one-half percent (2.5%) per annum, due on the next succeeding interest payment date (April 1 and October 1, respectively), on the installment portions of said bonds of the Authority from time to time outstanding. From time to time as other costs and expenses accrue to the Authority from handling of the payments made by each Local Unit, or from other actions taken in connection with the System, the Authority shall notify each Local Unit of the amount of such fees and other costs and expenses, and each Local Unit shall, within thirty (30) days from such notification, remit to the Authority sufficient funds to meet such fees and other costs and expenses. The principal payment date may be adjusted to April 1 at the time the bonds are sold to the Michigan Finance Authority but shall be payable in not more than twenty annual installments.

Should cash payment be required from each Local Unit in addition to the amounts specified in the preceding paragraph to meet additional costs of constructing the System, each Local Unit shall, upon written request by the Authority, furnish to the Authority written evidence of their agreement and ability to make such additional cash payments, and the Authority may elect not to proceed with the acquisition or financing of the System until such written evidence, satisfactory to the Authority, has been received by it. Each Local Unit shall pay to the Authority such additional cash payments within thirty (30) days after written request for such payment has been delivered by the Authority to such Local Unit.

The Authority shall, within thirty (30) days after the delivery of the bonds of the Authority hereinbefore referred to, furnish each Local Unit with a complete schedule of installments of principal and interest thereon, and the Authority shall also (a) at least sixty (60) days prior to January 1 of each year, commencing in 2015, advise each Local Unit, in writing, of the exact amount of interest installment due on the Authority bonds on the next succeeding April 1, and payable by each Local Unit on March 15, as hereinbefore provided, and the exact amount of principal and interest installments due on the Authority on the next succeeding October 1, and payable by each Local Unit on September 15, as hereinbefore provided.

If any principal installment or interest installment is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

SECTION 11. Each Local Unit, pursuant to the authorization contained in Act 233, hereby

irrevocably pledges its limited tax full faith and credit for the prompt and timely payment of its respective obligations pledged for bond payments as expressed in this Contract, and shall each year, commencing with the fiscal year commencing January 1, 2015 for the Township and July 1, 2014 for the City set aside sufficient general fund moneys to make the payments, and, if necessary, levy an ad valorem tax on all the taxable property in the Local Unit, subject to applicable constitutional, statutory and charter tax rate limitations, in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Contract becoming due before the time of the following year's tax collections. Nothing herein contained shall be construed to prevent the Local Unit from using any, or any combination of, means and methods provided in Section 7 of Act 233, as now or hereafter amended, including revenues derived from user charges or special assessments, for the purpose of providing funds to meet its obligations under this Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

SECTION 12. Each Local Unit may pay in advance any of the payments required to be made by this Contract, in which event the Authority shall credit the respective Local Unit with such advance payment on future due payments to the extent of such advance payment.

SECTION 13. Each Local Unit may pay additional moneys over and above any of the payments specified in this Contract, with the written request that such additional funds be used to prepay installments, in which event the Authority shall be obligated to apply and use said moneys for such purpose to the fullest extent possible. Such moneys shall not then be credited as advance payments under the provisions of Section 12 of this Contract.

SECTION 14. In the event a Local Unit shall fail for any reason to pay to the Authority at the times specified the amounts required to be paid by the provisions of this Contract, the Authority shall

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

immediately give notice of such default and the amount thereof, in writing, to the Treasurer of such Local Unit, the Treasurer of the County of Washtenaw, the Treasurer of the State of Michigan, and such other officials charged with disbursement to such Local Unit of funds returned by the State and now or hereafter under Act 233 available for pledge, as provided in this paragraph and in Section 12a of Act 233, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to such Local Unit of the aforesaid funds, is, by these presents, specifically authorized by the Local Unit, to the extent permitted by law, to withhold from the aforesaid funds the maximum amount necessary to cure said deficit and to pay said sums so withheld to the Authority, to apply on the obligations of such Local Unit as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the Local Unit within the meaning of the Michigan Constitution and statutes, the purpose of this provision being voluntarily to pledge and authorize the use of said funds owing to such Local Unit to meet any past-due obligations of such Local Unit due under the provisions of this Contract. In addition to the foregoing, the Authority shall have all other rights and remedies provided by law to enforce the obligations of each Local Unit to make its respective payments in the manner and at the times required by this Contract, including the right of the Authority to direct each Local Unit to make a tax levy to reimburse the Authority for any funds advanced.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

SECTION 15. It is specifically recognized by each Local Unit that the debt service payments required to be made by each pursuant to the terms of Section 10 of this Contract are to be pledged for and used to pay the principal installments of and interest on with respect to the bonds to be issued by the Authority as provided by this Contract and authorized by law, and each Local Unit covenants and agrees that it will make all required payments to the Authority promptly and at the times herein specified without regard to whether the System is actually completed or placed in operation.

SECTION 16. If the proceeds of the sale of the bonds to be issued by the Authority are for any

reason insufficient to complete each Local Unit's share of the cost of the System, the Authority shall automatically be authorized to issue additional bonds in an aggregate principal amount sufficient to pay the respective Local Unit's share of completing the System and to increase the annual payments required to be made by each Local Unit in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the bonds herein authorized plus the additional bonds to be issued. It is expressly agreed between the parties hereto that the Authority shall issue bonds pursuant to this Contract and each Local Unit's share of the costs of the System whether or not in excess of those presently estimated herein. Any such additional bonds shall comply with the requirements of Act 233 and any increase in the annual payments shall be made in the manner and at the times specified in this Contract. In lieu of such additional bonds, each Local Unit may pay over to the Authority, in cash, sufficient moneys to complete each Local Unit's share of the System.

SECTION 17. After completion of the System and payment of all costs thereof, any surplus remaining from the proceeds of sale of bonds shall be used by the Authority for either of the following purposes, at the sole option of and upon request made by resolution of any Local Unit, to wit: (a) for additional improvements to the System or for other projects of the Authority undertaken on behalf of said Local Units; subject to approval of the Authority; or (b) credited by the Authority toward the next payments due the Authority by said Local Units hereunder.

SECTION 18. The obligations and undertakings of each of the parties to this Contract shall be conditioned on the successful issuance and sale of the bonds pursuant to Act 233, and if for any reason whatsoever said bonds are not issued and sold within two (2) years from the date of this Contract, this Contract, except for payment of preliminary expenses and ownership of engineering data, shall be considered void and of no force and effect.

SECTION 19. The Authority and Local Units each recognize that the owners of the bonds

issued by the Authority under the provisions of Act 233 to finance the cost of the System will have contractual rights in this Contract, and it is, therefore, covenanted and agreed by the Authority and each Local Unit that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the bonds or the prompt payment of principal or interest thereon. The Local Units and the Authority each further covenant and agree that each will comply with its respective duties and obligations under the terms of this Contract promptly at the times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this Contract insofar as they pertain to the security of any such bonds shall be deemed to be for the benefit of the owners of said bonds.

SECTION 20. This Contract shall remain in full force and effect from the effective date hereof (as provided in Section 23) until the bonds issued by the Authority are paid in full, but in any event not to exceed a period of thirty (30) years. At such time within said 30-year term as all of said bonds are paid, this Contract shall be terminated. In any event, the obligation of each Local Unit to make payments required by this Contract shall be terminated at such time as all of said bonds are paid in full, together with any deficiency or penalty thereon.

SECTION 21. The parties hereto hereby expressly agree that the Authority shall not be liable for and each Local Unit shall, to the extent legally available, pay, indemnify and save the Authority harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages and losses of every conceivable kind whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the Project; the ownership, acquisition, construction, operation, maintenance and repair of the System; this Contract; or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the Authority be held harmless by each Local Unit from liability for such claims, actions, demands, expenses, damages and losses, however caused or however arising, including, but not limited to, to the extent not prohibited by law, such claims, actions, demands, expenses, damages and losses even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the Authority or by negligence for which the Authority may be held liable. In any action or proceeding brought about by reason of any such claim or demand, each Local Unit, to the extent legally available, will also pay, indemnify and save the Authority harmless from and against all costs, reasonable attorneys' fees and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands, or any of them, in the event it is determined that there is any liability on the part of the Authority. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the Authority on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the Authority has not paid the same, each Local Unit shall be obligated to pay to the Authority, upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the Authority by reason of any such claims or demands, whether said claims or demands are groundless or not, each Local Unit shall, upon written notice and demand from the Authority, but not without written consent of the Authority, settle any such action in the proceeding. Notwithstanding the foregoing, nothing contained in this Section shall be construed to indemnify or release the Authority against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the Authority's employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the System, this Contract or the issuance, sale or

delivery of the bonds herein described.

SECTION 22. This Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

SECTION 23. This Contract shall become effective upon (i) approval by each legislative body of the Local Unit, (ii) approval by the Board of the Authority, (iii) expiration of the forty-five day period following publication by each Local Unit of its notice of intention without filing of a petition for referendum on the question of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of such Local Unit, and (iv) due execution by the Supervisor and Township Clerk of the Township, the Mayor and City Clerk of the City and by the Chair and Secretary of the Authority.

SECTION 24. In the event construction bids are received by the Authority pursuant to Section 9 hereof and such bids are below the Consulting Engineers' estimates thus necessitating a smaller amount of Bonds for each Local Unit's share to be issued than \$5,000,000, the Authority shall be automatically authorized to reduce the amount of Bonds sold and the annual principal installments specified in Section 10 of this Contract shall be automatically revised according to the new debt service schedule for the Bonds, without the necessity of publication of notice of such revision.

SECTION 25. This Contract may be executed in several counterparts.

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

In the presence of:

# YPSILANTI COMMUNITY UTILITIES AUTHORITY

By:	Chair
By:	Secretary
	RTER TOWNSHIP OF LANTI
By:	Supervisor
By:	Township Clerk
CITY	OF YPSILANTI
By:	Mayor

By:

City Clerk

In the presence of:

In the presence of:

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Founded in 1852 by Sidney Davy Miller

THOMAS D. COLIS TEL (313) 496-7677 FAX (313) 496-8450 E-MAIL colis@millercanfield.com MILLER

Miller, Canfield, Paddock and Stone, P.L.C. 150 West Jefferson, Suite 2500 Detroit, Michigan 48226 TEL (313) 963-6420 FAX (313) 496-7500 www.millercanfield.com

March 4, 2014

Via E-mail

To the Attached Distribution List

Re: Proposed Ypsilanti Community Utilities Authority Wastewater System Bonds (2014 4<sup>th</sup> Quarter SRF – Project Nos. 5582-01 and 5583-01)

Dear Working Group:

Pursuant to our meeting of February 11, 2014, it is our understanding that the City and Township are pursuing various improvements to the wastewater system to be financed with bonds issued by YCUA through the State Revolving Fund program. In connection with the proposed financing, we have established the following schedule of events:

By March 10 - Documents sent to Township and City for March 18 meetings

- March 18 Study Session at Township 5:00 p.m. - Presentation to City Council - 7:00 p.m.
- March 18 Township Board adopts Resolution Approving Contract and Authorizing Notice
- March 26 Township Notice of Intent Published in Ypsilanti Courier
- April 1 City Council adopts Resolution Approving Contract and Authorizing Notice
- By April 15 City Notice of Intent Published in Ypsilanti Courier
- April 23 YCUA Board adopts Resolution Approving Contract
- May 10 Township 45-day referendum period expires
- By May 30 City 45-day referendum period expires
- July 23 YCUA approves construction price and adopts Bond Authorizing Resolution
- August 26 DEQ Order of Approval Issued

September 17 - Bond Issue Closed

MICHIGAN: Ann Arbor Detroit • Grand Rapids Kalamazoo • Lansing Saginaw • Troy FLORIDA: Tampa ILLINOIS: Chicago NEW YORK: New York OHIO: Cincinnati CANADA: Toronto • Windsor CHINA: Shanghai MEXICO: Monterrey POLAND: Gdynia Warsaw • Wrocław

#### MILLER, CANFIELD, PADDOCK AND STONE, P.I.C.

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March 4, 2014

I trust the forgoing is in proper order but should you have any questions or comments concerning the same, please feel free to give me a call.

I will be in attendance at the Township Board study session on March 18 and at the City Council meeting on March 18 to describe the Resolution and Contract and to answer any questions.

Sincerely,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: \_\_\_\_\_\_ Der\_\_\_\_ Der\_\_\_\_ Thomas D. Colis

Attachment

21979617 1\099369-00036



9777 STATE FICAD VPSILANTI, MICHIGAN 49169-0112 TELEPHONE: (734), 414-4000 FAX: (734), 454-8000 WERSTE: WWW.4913.00

March 7, 2014

## VIA EMAIL and USPS

CITY OF YPSILANTI City Council One South Huron Street Ypsilanti, Michigan 48197-5400

CHARTER TOWNSHIP of YPSILANTI Board of Trustees 7200 South Huron Street Ypsilanti, MI 48198

## Re: YCUA Big Four Pump Stations and HVAC WWTP Grit System SRF Bond Sale

Dear City Council Members and Township Trustees:

This document is to provide background for the proposed Big Four Pump Stations and HVAC WWTP Grit System Improvements projects in the City of Ypsilanti and Charter Township of Ypsilanti.

Improvements to the heating and ventilation systems are proposed for each of the Big Four wastewater pump stations in the Authority system. The Big Four pump stations are Factory Street in the City of Ypsilanti and Willow Run, Martz Road, and Snow Road in the Charter Township of Ypsilanti.

The primary components of the heating and ventilating systems at these pump stations are air handlers, unit heaters, an exhaust fan, a boiler and related piping. Almost all of the heating and ventilation systems components are original equipment that has been in operation since the pump stations were completed during 1982. More energy-efficient options are now available to replace the existing equipment, which has exceeded its collective design life.

The total project cost is estimated at \$1,900,000 and is eligible for funding through the State Revolving Fund (SRF) loan program administered by the Michigan Department of Environmental Quality (MDEQ).

Improvements to the grit handling system at the Authority wastewater treatment plant (WWTP) are proposed to provide greater flexibility and reliability in the operation of the facility.

The proposed work will improve the existing grit processing equipment at the wastewater treatment plant (WWTP) headworks to provide greater flexibility in the operation of the system. The various components of this system include degritting mechanisms in the grit tanks, grit pumps, cyclone separators, grit classifiers and grit conveyors, piping and appurtenances. In addition, the improvements will include repairs to deteriorated concrete surfaces in the grit effluent channel. Improvements to the concrete surfaces in the grit effluent channel will include the removal of deteriorated, unsound and spalled

CITY OF YPSILANTI City Council CHARTER TOWNSHIP of YPSILANTI Board of Trustees March 7, 2014 Page 2

concrete, patching and application of special coatings. The repairs to the concrete are necessary to restore the structural integrity of the channel and maintain an uninterrupted operation of the grit collection system of the WWTP.

The total project cost is estimated at \$2,430,000 and is eligible for funding through the State Revolving Fund (SRF) loan program administered by the Michigan Department of Environmental Quality (MDEQ).

The SRF program is a low-interest loan. For these two projects combined, the 2.5% interest loan through the SRF program will save approximately \$56,000 per year on bond payments compared to a similar bond issue on the open market. This is based on the project cost being paid back over a period of 20 years with the current open market bond interest rate of 4.5%.

If you have any questions please contact me.

Sincerely,

JEFF CASTRO, Director Ypsilanti Community Utilities Authority

JC/kks

cc:

Ms. Brenda Stumbo Ms. Karen Lovejoy Roe Mr. Larry J. Doe Ms. Nancy Wyrybkowski Mr. Ralph Lange Ms. Frances McMullan Ms. Marilou Uy Mr. Paul Stauder Mr. Paul Stauder Mr. Tom Colis Ms. Cassie Hare Ms. Sylvia Dimov Mr. Thomas E. Daniels Mr. Dwayne Harrigan Ms. Venita Terry Mr. Scott D. Westover

#### January 10, 2014

## Permanent Line Relocation/Removal Billing Agreement

I/We, the undersigned, hereby agree to reimburse the Detroit Edison Company, the sum of **<u>\$34,982.60</u>**. This reimbursement will be made prior to the actual start of construction.

In return for the above, The Detroit Edison Company agrees to permanently remove underground street lights at multiple locations as requested Liberty Square Apartments. CWO #36919033

I/We, the undersigned, also agree that the specific object of the above requested work is to removal of multiple underground street light posts and equipment at multiple/various locations at Liberty Square Apartments.

Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

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

ACCEPTED:

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

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

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

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

Date: \_\_\_\_\_

## **Detroit Edison**



January 10, 2014

Attn: Karen Lovejoy Charter Township of Ypsilanti 7200 S. Huron River Dr Ypsilanti, MI 48197

Re: Liberty Square Apartment - Underground Streetlight Removals Liberty Square Apartments :Demo CWO #36919033

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

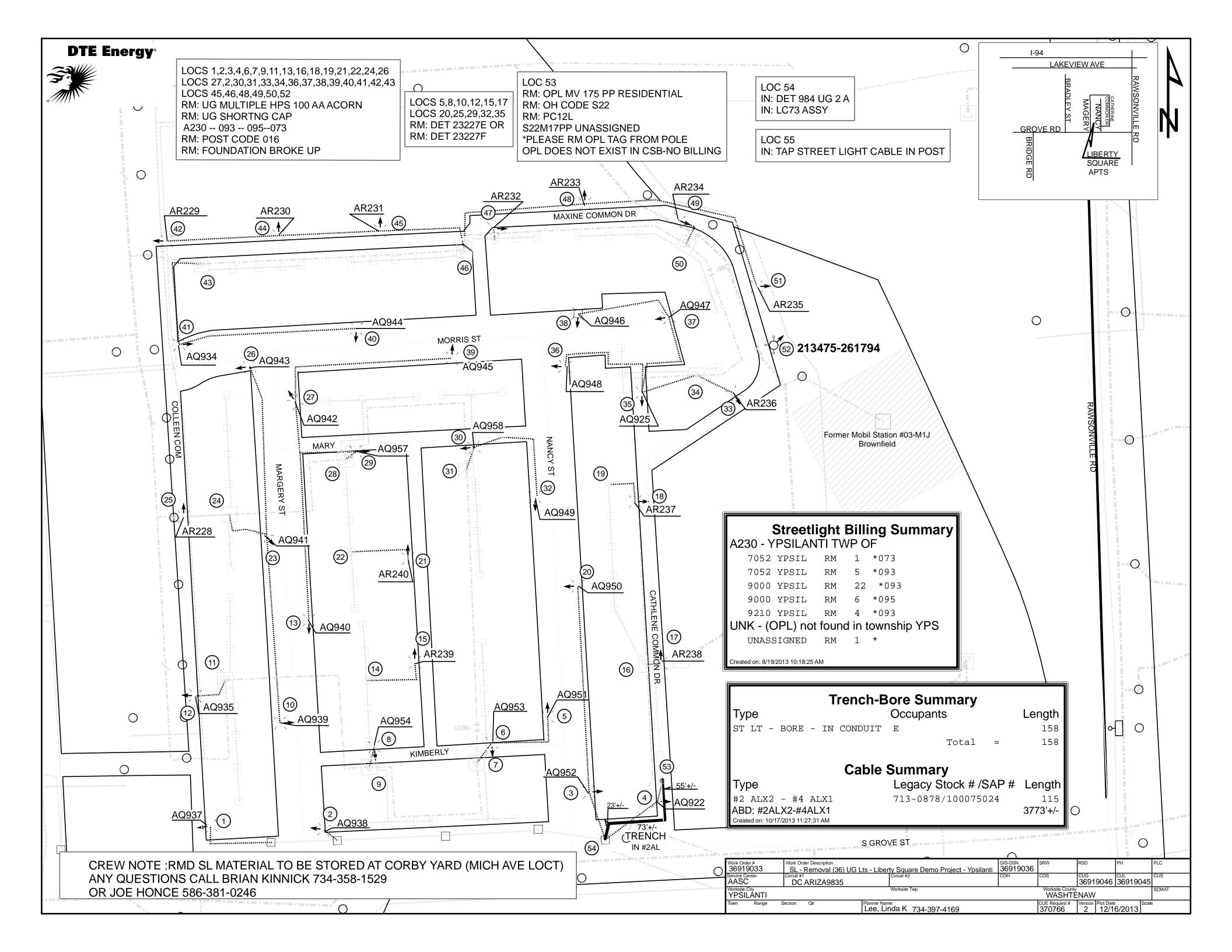
Detroit Edison Company 8001 Haggerty Road S. Belleville, MI 48111 140 WW Ctr

The price quoted herein shall be in effect for the period of six (6) months from the date hereof. If you have any questions or if we may be of service in any way, please contact me at telephone number (734) 397-4169. My FAX number is 734-397-4284.

Very truly yours,

Linda Lee Service Planner Community Lighting

Attachment PL112



From: "Joseph Honce IV" <honcej@dteenergy.com>
To: "Karen Lovejoy Roe" <klovejoyroe@ytown.org>
Sent: Monday, March 3, 2014 3:51:00 PM
Subject: Re: Liberty Square removal costs

Karen,

The operating cost for 36 -underground fed 100w high pressure sodium lights is 990.36/month (36 x 27.51 each).

Joe Honce Principal Account Manager DTE Energy - Community Lighting WWSC140 8001 Haggerty Road, Belleville MI 48111

office: 734.397.4188 |

## CHARTER TOWNSHIP OF YPSILANTI

## **RESOLUTION NO. 2014-9**

Support of Grove Road Non-Motorized Path

**WHEREAS**, this Board acknowledges that the Charter Township of Ypsilanti (the "Township") desires to construct a non-motorized path along Grove Road from the Ypsilanti City Limits to Bridge Road and along Bridge Road from Grove Road to North Hydro Park located in Sections 14, 15, 23 and 24 of Ypsilanti Township (the "Project"); and

**WHEREAS**, this Board recognizes that the Township has received a Transportation Alternatives Program (TAP) grant in the approximate amount of \$1,125,000 which is 75 percent of the total Project construction cost of approximately \$1,500,000; and

**WHEREAS**, this Board acknowledges that the Township has agreed to pay for all construction and construction engineering costs in excess of the TAP grant funds; and

**WHEREAS,** this Board acknowledges that the Township has agreed to own, operate and maintain the Grove Road Non-Motorized Path throughout the design life of the facility; and

**WHEREAS**, this Board recognizes that, the WCRC as our Act 51 Agent, is required to be the recipient of such TAP funds on behalf of the Township as required by the Federal Highway Administration and Michigan Department of Transportation.

**NOW, THEREFORE, BE IT RESOLVED** that this Board supports the Grove Road Non-Motorized Path project, and authorizes the WCRC to administer the Project on behalf of the Township.

# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

То:	Clerk's Office
From:	Mike Radzik Office of Community Standards
Re:	Request to approve Memorandum of Understanding with LeForge Station II, LLC and ACC OP Management, LLC to share network infrastructure for a public safety surveillance system
Date:	February 25, 2014

During the recent collaborative law enforcement efforts focused in the LeForge Road corridor, Ypsilanti Township extended an offer to all of the affected apartment complexes to share network infrastructure on the Township's existing public surveillance system. Under the proposal, private property owners may choose to share space on Township computer servers and to make their video feed available to law enforcement agencies. This proposal is authorized pursuant to the Township's system policy recently adopted.

The owners of Peninsula Place Apartments, located in the City of Ypsilanti, have taken advantage of the offer. The enclosed Memorandum of Understanding (MOU) is a standard form previously used to facilitate a similar MOU with the former Willow Run school district when cameras were installed at Holmes Elementary School. There are two fees associated with this cost sharing agreement, both of which will be invoiced upon approval of the MOU.

I respectfully request that the enclosed MOU be approved and authorized for signatures. Please contact me with any questions or concerns.



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## CHARTER TOWNSHIP OF YPSILANTI OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

## Memorandum of Understanding

## Between Charter Township of Ypsilanti and LeForge Station II, LLC and ACC OP Management, LLC To Share Network Infrastructure for a Public Safety Surveillance System

The Charter Township of Ypsilanti (Township) owns and operates a network of digital cameras installed at public locations for the purpose of providing surveillance capabilities as an investigative resource for law enforcement agencies that provide police services to the community. The system is restricted to surveillance of public places open to the general public and access to the recorded images is restricted to authorized law enforcement officials.

In an effort to enhance public safety throughout the community, the Township has extended an offer to public and private entities to join the network by making Township owned network servers and infrastructure available on a prorated cost basis as a shared resource. Each partner entity is responsible for providing and maintaining its own cameras and work stations that may be connected to a Township server. Partner entities will be charged a one-time connection fee and ongoing maintenance fees per camera prorated according to the percentage of server space used. Sharing resources in this manner reduces the individual investment required to participate in the network and makes it more affordable for partners to enhance safety and security at their facilities.

Recorded images may be viewed and downloaded using network software from a shared network server. The partner entity will have direct access to view and download images captured by its own cameras without restrictions; partner entities further agree to permit similar direct access to its images by the Washtenaw County Sheriff's Office or other authorized law enforcement or security agency as an investigative resource for criminal investigations.

LeForge Station II, LLC and ACC OP Management, LLC (ACC) wishes to partner with the Township by connecting its own cameras and work stations to the Township network server. ACC will deploy cameras at its apartment community known as Peninsula Place located at 1000 N. Huron River Drive in the City of Ypsilanti.

ACC agrees to reimburse the Township for the costs associated with its participation in the network and use of the Township server and infrastructure. The Township will invoice ACC as follows:

- Connection fee of \$200 per camera
  - This is a one-time non-recurring fee to be invoiced upon connection
  - Each camera uses 1 of 32 available ports per server
  - The prorated fee provides cost recovery for future network expansion



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- Annual maintenance fee of \$50 per camera
  - This is a recurring annual fee for the service agreement to operate and maintain each computer server at a hosted location
  - The fee is prorated and represents the actual cost to maintain service
  - This fee will be invoiced at the time of connection for the remainder of the calendar year, and then at the beginning of each calendar year thereafter

The parties acknowledge that the connection and maintenance fees may be adjusted in the future to reflect the actual costs incurred by the Township to operate the system. ACC will be notified of any fee adjustments.

It is understood that Sheriff's Office and/or Township employees will notify ACC of any problems or maintenance issues observed with its cameras so that corrective measures can be taken.

This Memorandum of Understanding may be amended by mutual agreement of both parties and may be canceled by either party by providing written notice at least 30 days in advance.

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

CHARTER TOWNSHIP OF YPSILANTI 7200 S. Huron River Drive Ypsilanti, MI 48197 LEFORGE STATION II, LLC ACC OP MANAGEMENT, LLC 1000 N. Huron River Drive Ypsilanti, MI 48197

By:

Brenda Stumbo (date) Township Supervisor

(date)

By:

Karen Lovejoy Roe (date) Township Clerk By: \_\_\_\_\_(date)



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## **CHARTER TOWNSHIP OF YPSILANTI**

То:	Karen Lovejoy Roe, Clerk
From:	Mike Radzik Office of Community Standards
Re:	Request to authorize legal action administratively initiated on an emergency basis to vacate a condemned house located at 1715 Beverly Ave; action budgeted in General Fund account 101-950.000-801.023.
Date:	March 10, 2014
Сору То:	Board of Trustees Doug Winters, Township Attorney

The Office of Community Standards has conducted a public nuisance investigation at the following location and seeks authorization to initiate legal action to abate the nuisance that currently exists at:

## 1715 Beverly Ave

On March 5, 2014 the Washtenaw County Sheriff's Office responded to call from a concerned citizen to check on the wellbeing of two small children who were allegedly living at 1715 Beverly Ave amongst uninhabitable living conditions and no utility service. Deputies responded and made observations that caused them to request assistance from the Office of Community Standards.

Ordinance Officer Bill Elling responded and documented through photographic evidence horrific living conditions involving hoarding, sanitation, electrical, plumbing and structural code violations. In addition, two small children were observed in a bedroom full of children's clothes and toys wearing winter coats due to there being no heat inside the house.

After conferring with elected leadership, legal counsel was requested to immediately initiate emergency legal action to seek a Temporary Restraining Order (TRO) to vacate the house for the health and safety of the children. A TRO was obtained on March 10, 2014 and is being served at the time of this writing.

I respectfully request that the Board of Trustees formally authorize this legal action. OCS staff and legal counsel will be following up to ensure that the code violations and blight conditions at this condemned house are abated. This legal action is budgeted in General Fund account 101-950.000-801.023 designated for public nuisance legal services.

## MICHIGAN MUTUAL AID BOX ALARM SYSTEM AGREEMENT

Effective Date: \_\_\_\_\_

## BETWEEN

## PARTICIPATING POLITICAL SUBDIVISIONS AS SIGNATORIES TO THIS INTERLOCAL AGREEMENT

This Agreement is entered into between the participating units of local government "Parties" that execute this Agreement and adopt its terms and conditions as provided by law.

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and,

WHEREAS, the Urban Cooperation Act, of 1967, 1967 PA 7, MCL 124.501, et seq., provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and,

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, rescue and emergency medical assistance, hazardous materials control, technical rescue and/or other emergency support for an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and,

WHEREAS, the Parties have determined that it is in their best interests to form an association to provide for communications procedures, training, and other functions to further the provision of said protection of life and property during an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and

WHEREAS, the Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions;

**NOW, THEREFORE**, the Parties agree as follows:

## SECTION ONE

#### Purpose

It is recognized and acknowledged that in certain situations, such as natural disasters and man-made catastrophes, no political subdivision possesses all the necessary resources to cope with every possible Emergency, Disaster or Serious Threat to Public Safety, and an effective, efficient response can be best achieved by leveraging collective resources from other political subdivisions. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is the most desirable for the effective and efficient provision of mutual aid.

## SECTION TWO

## **Definitions**

The Parties agree that the following words and expressions, as used in this Agreement, whenever initially capitalized, whether used in the singular or plural, possessive or non-

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possessive, either within or without quotation marks, shall be defined and interpreted as follows:

- A. "Agreement" means Mutual Aid Box Alarm System Agreement.
- B. "Mutual Aid Box Alarm System" ("MABAS") means a definite and prearranged plan whereby response and assistance is provided to a Requesting Party by an Assisting Party in accordance with the system established and maintained by MABAS Members;
- C. "Party" means a political subdivision which has entered into this Agreement as a signatory;
- P. "Requesting Party" means any Party requesting assistance under this agreement;
- E. "Assisting Party" means any Party furnishing equipment, personnel, and/or services to a Requesting Party under this agreement;
- F. "Emergency" means an occurrence or condition in a Party's jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Requesting Party and such that a Requesting Party determines the necessity of requesting aid;
- G. "Disaster" means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident,

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hazardous materials incident, epidemic, air contamination, or similar occurrences resulting from terrorist activities, riots, or civil disorders;

- H. "Serious Threats to Public Health and Safety" means other threats or incidents such as those described as Disasters, of sufficient magnitude that the necessary public safety response threatens to overwhelm local resources and requires mutual aid or other assistance;
- I. "Division" means the geographically associated Parties which have been grouped for operational efficiency and representation of those Parties;
- J. "Training" means the regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS;
- K. "Executive Board" means the governing body of MABAS composed of Division representatives.
- L. "Effective Date" means the date on which the Agreement is first filed with the Department of State, the Office of the Great Seal, and each county where Parties are located.

## SECTION THREE

## Executive Board of MABAS

An Executive Board shall be established to consider, adopt, and amend needed rules, procedures, by-laws and any other matters deemed necessary by the Parties. The Executive Board shall consist of a member elected from each Division of MABAS who shall serve as the voting representative of said Division of MABAS matters, and

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may appoint a designee from his or her Division to serve temporarily in his or her stead. Such designee shall have all rights and privileges attendant to a representative of the Division.

A President and Vice President shall be elected from the representatives of the Parties and shall serve without compensation. The President and other officers shall coordinate the activities of the MABAS Association.

## SECTION FOUR

## Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures, and bylaws of the MABAS Association, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

## SECTION FIVE

## Rules and Procedures

Rules, procedures, and by laws of the MABAS Association shall be established by the Member Units via the Executive Board as deemed necessary for the purpose of administrative functions, the exchange of information, and the common welfare of the MABAS.

### SECTION SIX

### Authority and Action to Effect Mutual Aid

- A. The Parties hereby authorize and direct their respective Fire Chief or his or her designee to take necessary and proper action to render and/or request mutual aid from the other Parties in accordance with the policies and procedures established and maintained by the MABAS Association.
  - B. Upon a Fire Department's receipt of a request from another Party for Fire Services, the Fire Chief, the ranking officer on duty, or other officer as designated by the Fire Chief shall have the right to commit the requested Firefighters, other personnel, and Fire Apparatus to the assistance of the requesting Party. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Responding Party. The judgment of the Fire Chief, or his or her designee, of the Responding Party shall be final as to the personnel and equipment available to render aid.
- C. An authorized representative of the Party which has withheld or refused to provide requested assistance under this Agreement shall immediately notify the Requesting Party, and shall submit an explanation for the refusal.

### SECTION SEVEN

### Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall at all times remain employees of the Assisting Party, and are entitled to receive benefits and/or compensation to which they are otherwise entitled to under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress. Personnel dispatched intrastate to assist a party pursuant to this Agreement continue to enjoy all powers, duties, rights, privileges, and immunities as provided by Michigan Law. When Parties are dispatched pursuant to the Emergency Management Assistance Compact (EMAC), the Parties shall adhere to all provisions of the EMAC. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Incident Commander of the Requesting Party.

### SECTION EIGHT

#### Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement, absent a state or federal declaration of emergency or disaster shall be at no charge to the Requesting Party for the first eight hours. Any expenses recoverable from third parties shall be equitably distributed among Responding Parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statues. The Parties reserve the right to waive any charges to a Requesting Party.

### SECTION NINE

### **Insurance**

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. The obligations of the Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS Executive Board may require that copies or other evidence of compliance with the provisions of this Section be provided by the Parties to the MABAS Executive Board.

### SECTION TEN

### <u>Liability</u>

Each Party will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. The Parties shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Parties outside of their political jurisdictions. It is agreed that none of the Parties shall be liable for failure to respond for any reason to any request for Fire Services or for leaving the scene of an Incident with proper notice after responding to a request for service.

### SECTION ELEVEN

#### No Waiver of Governmental Immunity

All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the activity of Parties, officers, agency, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such Parties, officers, agents, or employees extraterritorially under the provision of this Agreement. No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Party of any governmental immunity as provided by the Act or otherwise under law.

### SECTION TWELVE

### <u>Term</u>

- A. The existence of the Association commences on the Effective Date and continues until terminated in accordance with this Section.
- B. Any Party may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon thirty (30) days written notice to the Association. The withdrawal of any Party shall not terminate or have any effect upon the provisions of this Agreement so long as the Association remains composed of at least two (2) Parties. Parties withdrawing from

the Association and subsequently requesting a mutual aid resource from an Association member may be subject to reasonable fees for that resource according to the fee schedule established, and periodically reviewed and updated, by the Executive Board.

- C. This Agreement shall continue until terminated by the first to occur of the following:
  - (i) The Association consists of less than two (2) Parties; or,
  - (ii) A unanimous vote of termination by the total membership of the Executive Board.

### SECTION THIRTEEN

### **Miscellaneous**

- A. <u>Entire Agreement.</u> This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.
- B. <u>Severability of Provisions.</u> If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

- C. <u>Governing Law/Consent to Jurisdiction and Venue.</u> This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan.
- D. <u>Captions.</u> The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. <u>Terminology.</u> All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
- F. <u>Recitals.</u> The Recitals shall be considered an integral part of this Agreement.
- G. <u>Amendment.</u> The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all Parties. Amendments to this Agreement shall be filed with the Department of State, the Office of the Great Seal, each county of the State where a Party is located, and any other governmental agency, office, and official required by law. The undersigned unit of local government or public agency hereby adopts,

subscribes, and approves this Agreement to which this signature page will be attached, and agrees to be a party and be bound by the terms.

- H. <u>Compliance with Law.</u> The Association shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.
- I. <u>No Third Party Beneficiaries.</u> Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- J. <u>Counterpart Signatures</u>. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.
- K. <u>Permits and Licenses.</u> Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.

- L. <u>No Implied Waiver.</u> Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- M. <u>Notices.</u> Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the person appointed to the governing board by the governing body of the participating agency.

Political Entity

Chief Executive Official

Date

## **OTHER BUSINESS**

# CHARTER TOWNSHIP OF YPSILANTI

### **INFORMATION SERVICES**

Computer Support • Web Content Management • Communications Services

То:	Karen Lovejoy Roe, Clerk
From:	Travis McDugald, IS Manager
Re:	Request to authorize the replacement of Primary Internet Service for the Civic Center with Comcast Ethernet Dedicated Internet service and authorize the signing of any agreements upon attorney review; expense budgeted in account 101.266.000.857.100.
Date:	26 Feb 2014
Сору То:	Mike Radzik, OCS Director

In 2008 the Township installed a 10mbps Internet connection to service Township mail and web services. This agreement with TDS has now expired and reverted to a month-to-month agreement with an unexpected 80% increase in cost.

I have researched several replacement options and found Comcast to provide the best value.

Vendor	Term	Monthly	Install	Speed
Comcast	60	\$803.60	\$250	20M/20M
TDS	60	\$943.93	\$100	12M/12M
Broadband.com	36	\$935.00	\$100	10M/10M
Broadband.com	36	\$1,350.00	\$100	20M/20M

Under the current agreement the Township is paying \$1,625 per month for a 10M connection. The recommended Comcast services will double the speed while reducing the cost and providing a reliable monitored solution. A Comcast dedicated Internet connection comes with a Service Level Agreement, which provides 24/7 active monitoring, and guaranteed uptime.

Costs for this connection are budgeted in account 101.266.000.857.100 and will require signing a standard service agreement pursuant to attorney review. I respectfully request authorization to move forward as recommended to ensure high quality uninterrupted Internet connectivity for our business functions at a reduced cost.





### **CHARTER TOWNSHIP OF YPSILANTI**

То:	Karen Lovejoy Roe, Clerk
From:	Mike Radzik Office of Community Standards
Re:	Request to seek proposals for asbestos abatement and demolition of the residential structure located at 677 N Ivanhoe Ave pursuant to circuit court order 13-812-CZ; action budgeted in General Fund account 101-950.000-969.011 to be recovered by property lien and/or money judgment.
Date:	March 10, 2014
Сору То:	Board of Trustees Doug Winters, Township Attorney

### 677 N Ivanhoe Ave

On August 7, 2013, this single family house was damaged as the result of arson after someone poured gasoline on the back door and set it on fire. The fire department notified the Office of Community Standards that the house was badly rat infested and blighted. The OCS inspected the property and immediately condemned it due to fire damage, blight and structural issues that rendered it uninhabitable. It has been vacant ever since.

Further investigation revealed that the house had been registered as a rental property on May 31, 2013 and was scheduled to be inspected, however the landlord failed to show up for two consecutive appointments. Then on June 20, 2013, the landlord quit claimed the deed to the tenant and the rental registration was canceled. The fire occurred a short time later.

After repeated attempts to gain compliance to repair the house, the OCS received authorization to take the property owner to court. A dispute ensued over who owned the property, and the circuit court eventually determined that the original landlord was responsible for it. The court declared the house to be a public nuisance and ordered it demolished no later than February 16, 2014. As of this date there has been no evidence that the owner has made any preparations to demolish the house to comply with the court order.

To rid the neighborhood of this public nuisance, I respectfully request authorization to seek proposals for asbestos abatement and demolition of the house as authorized by the court order. The costs for this project will be recovered through the legal process by placing a lien on the property and/or seeking a money judgment against the property owner.

Funds are budgeted in general fund account 101-950.000-969.011 to fulfill this request. A request to authorize asbestos abatement and demolition will be brought back to the Board for review and approval prior to moving forward.

Thank you for your continued support of our neighborhood stabilization efforts.



**Residential Services** 

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



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

# MEMORANDUM

- TO: Charter Township of Ypsilanti Board of Trustees
- FROM: Jeff Allen, Director of Residential Services
- DATE: March 10, 2014
- RE: Request to Approve OHM Amendment to Civic Center Improvement Proposal in the Amount of \$16,400, Budgeted in Line Item #101.970.000.971.008 and to authorize OHM to Proceed with Seeking Bids

At the March 4, 2014, Work Session the Board asked OHM representatives to bring back an amendment to their proposal to include the additional improvements discussed at the meeting. Attached is the amendment detailing the additional improvements in the amount of \$16,400.

I am requesting that the Board approve the OHM Amendment to the Civic Center Improvement Proposal in the amount of \$16,400, budgeted in line Item #101.970.000.971.008 and authorize OHM to proceed with seeking bids for the improvements. Once the bids have been reviewed, they will be brought back to the Board for final approval.

Please place this request on the March 18, 2014 agenda for consideration by the Board.

Attachment

ARCHITECTS. ENGINEERS. PLANNERS.



March 10, 2014

Sup. Brenda Stumbo Township Supervisor Ypsilanti Charter Township 7200 S. Huron River Dr. Ypsilanti, MI 48197

### RE: AMENDMENT TO PROPOSAL FOR CIVIC CENTER IMPROVEMENTS Ypsilanti Township Civic Center, Ypsilanti, MI

Dear Supervisor Stumbo,

Please accept this letter as a request for an amendment to the previously approved proposal for work related to the architectural improvements to the Ypsilanti Township Civic Center.

### **Project Description**

At a meeting, in October, with Jeff Allen and Clerk Roe, where OHM Advisors was presenting our report and design documents on the original authorized design, it was determined that the project scope would be re-visited as additional items were identified that the Township wanted to address. Those items included the following:

- Renovation of the Men's & Women's Toilet Rooms
- Renovation of the Courtyard in front of the building
- Complete ADA Survey of the building

### Scope of Services

Originally, OHM Advisors was contracted to design various improvements to help address leaking windows, doorways, concrete slab repairs and building façade improvements including brick and mortar repairs. Those design items have been nearly completed and can be bid this spring for summer construction. Once requested to add additional items, OHM Advisors moved forward with preliminary design and initiated the topographical survey of the courtyard prior to winter weather occurring. The additional items were started under the original authorized budget. To date the original budget of \$17,000 has not been exceeded. Prior to exceeding the original budget, we are respectfully requesting that this amendment be considered so everything can be finalized and packaged together and bid as one in the spring.

### The following effort will need to be completed in order to finish the additional tasks outlined above:

1. Men's and Women's Toilet rooms (First Floor) – OHM Advisors has performed an interior survey and completed preliminary design under the original design budget. Final design and selection of materials remain. OHM Advisors has dropped off samples at the Township and will meet again with the Township to complete the design and finalize drawings.



- Deliverable Drawing Sets & Specifications of the toilet rooms.
- 2. Courtyard Design A topographical survey was completed and base drawings have been prepared. The courtyard at the main entrance of the building has poor drainage near the windows which has led to deterioration of the window casing and caused issues with leaks into the building. There are also issues with ADA compliance near the courthouse entrance. OHM will prepare a set of engineering drawings to replace the concrete from the entrance out to the driveway as well as redesign and re-grade the landscape areas so water moves away from the building. Grades and layout will also be modified so that ADA compliance is achieved. Also, in January we were asked to add an optional design of adding heated slabs of concrete so less salt is used, maintenance is reduced and slip hazards are not an ongoing issue. In addition to this, discussion of modifications to the windows above the main entrance will need to be designed so ongoing issues with icicles hanging over the doorway are addressed.
  - Deliverable Drawing Sets (2 copies plus PDF) and (1) meeting with Owner to review final design.
- 3. ADA Survey OHM Advisors has not started this task. This was identified as a need with the ongoing projects in the Civic Center. An ADA survey would consist of a report identifying areas that need to be brought into compliance when other projects are performed. This would give the Township the ability to budget for these improvements as well as understand what needs to be improved when other projects take place. For example, the drinking fountains are not ADA compliant outside of the toilet rooms on the main floor. The Township could then consider updating these when the toilet room improvements are started. This recommended optional task is proposed to be completed in the spring.

### 4. Bidding Services

The original scope included bidding services and construction services. Preliminary design of the added tasks used the original bidding service budget. Since the scope has grown we have revised the bidding services accordingly for the Board's consideration.

- OHM will prepare the advertisement for bids and will attend/host a 'pre-bid walk thru meeting' at the Civic Center to present scope of work and answer contractor questions. This will now include the bathrooms, courtyard and boiler room areas (for heating of concrete slabs).
- OHM will be responsible for responding to all Requests for Information (RFI's) and issuing any necessary addenda to the bid documents.
- OHM will be present at public bid opening, review all bids received and evaluate for adherence to bid documents and prepare a bid tabulation table of bids received and reviewed.
- OHM will conduct a post-bid interview with qualified low bidder and will determine with the Township, which tasks are going to be constructed.
- OHM will make a final recommendation to the Township and will assist in the Award of Contract process when a final selection is made and approved by the Township.
- Deliverable Bid tabulation and letter of recommendation, attendance at (3) meetings: walk thru, bid opening and Township Board meeting awarding the contractor.

### <u>Fee</u>

OHM Advisors will complete original design services under the original authorized budget. Those scope items include the exterior masonry, glazing improvements, site grading at the entry locations and roof coping items at the skylight location. This work is currently 90% complete.

We will perform the additional services as described in the scope of services section of this proposal and as outlined below at an hourly – not to exceed basis. A breakdown of those budgets has been provided below:

1. Men's and Women's Toilet rooms (First Floor)	Budget Amount
Bathroom design (remaining work) Drinking Fountain Replacement Design (optional) - Lighting Design (optional) -	\$1,300.00 \$300.00 \$1,000.00
2. Courtyard Design -	
Courtyard Design - Heating element design (optional) Decorative Concrete Design (optional)	\$4,300.00 \$1,900.00 \$1,100.00
3. ADA Survey and Report (optional)	\$4,300.00
Third party review (optional)	\$400.00
4. Bidding Services	\$1,800.00
<u>Total Additional Budget (amendment)</u> Original Budget Total Budget	<b>\$16,400.00</b> \$17,000.00 <b>\$33,400.00</b>

We would invoice the Township monthly at our agreed upon rate schedule (2009 rates).

### Time Schedule

OHM is prepared to begin immediately upon receipt of a signed agreement, anticipating six weeks needed for the finalization of bid documents, allowing for the commencement of construction no sooner than June 1, 2014. We anticipate bidding and awarding the project in May, 2014.

### Additional Services

It is our understanding that the Township wishes to bid all of the work but depending on overall costs some of the work could get eliminated. Therefore, OHM Advisors will submit a proposal for construction services at the time of the construction contract award. This will allow us to better understand what tasks are going to move forward and what level of service is desired. Costs may range anywhere from 5-12%. The courtyard work will require more inspection than most of the other

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work items due to the importance of ADA compliance requirements. We feel that much of the building repair work to the façade and windows can be spot inspected by Township staff with limited involvement from OHM Advisors. OHM Advisors will provide construction services and contract administration services as needed and a separate budget can be prepared at a later date. In general our inspection services will range from \$86 to \$135.00 per hour depending on the level of experience needed.

### **Acceptance**

If this proposal is acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed. Thank you for giving us the opportunity to be of service. We look forward to working with you on this project.

OHM Advisors, Inc. CONSULTANT		<u>Charter Township of Ypsilanti</u> CLIENT
Prantor 3. Katyman	(Signature)	
Brandon M. Kritzman AIA	(Name)	
Senior Architect	(Title)	
March 10, 2014	(Date)	

cc: Matt Parks, P.E., OHM Advisors, Associate. Jeff Allen, Residential Services Director