

**CHARTER TOWNSHIP OF  
YPSILANTI BOARD OF TRUSTEES**

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*Supervisor*

**BRENDA L. STUMBO**

*Clerk*

**KAREN LOVEJOY ROE**

*Treasurer*

**LARRY J. DOE**

*Trustees*

**JEAN HALL CURRIE**

**STAN ELDRIDGE**

**MIKE MARTIN**

**SCOTT MARTIN**

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**April 15, 2014**

**Regular Meeting – 7:00 p.m.**

**Work Session – 5:00 p.m.**

**Ypsilanti Township Civic Center**

**7200 S. Huron River Drive**

**Ypsilanti, MI 48197**

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# DEPARTMENTAL REPORTS

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14-B District Court

Revenue Report for March 2014

**General Account**

Account Number	
<b>Due to Washtenaw County</b> (101-000-000-214.222)	<b><u>\$3,894.00</u></b>
<b>Due to State Treasurer</b>	
Civil Filing Fee Fund (MCL 600.171):	\$16,289.00
State Court Fund (MCL 600.8371):	\$1,190.00
Justice System Fund (MCL 600.181):	\$18,390.00
Juror Compensation Reimbursement Fund:	
Civil Jury Demand Fee (MCL 600.8371):	\$20.00
Drivers License Clearance Fees (MCL 257.321a):	\$2,295.00
Crime Victims Rights Fund (MCL 780.905):	\$7,631.00
Judgment Fee (Dept. of Natural Resources):	\$0.00
<b>Due to Secretary of State</b> (101-000-000-206.136)	\$2,295.00
Total:	<b><u>\$48,110.00</u></b>

**Due to Ypsilanti Township**

Court Costs (101-000-000-602.136):	\$47,403.29
Civil Fees (101-000-000-603.136):	\$14,816.00
Probation Fees (101-000-000-604.000):	\$7,604.00
Ordinance Fines (101-000-000-605.001):	\$45,243.50
Bond Forfeitures (101-000-000-605.003):	\$2,200.00
Interest Earned (101-000-000-605.004):	\$0.00
State Aid-Caseflow Assistance (101-000-602.544):	\$0.00
Expense Write-Off:	\$0.00
Bank Charges (Expense - 101.136.000.957.000):	(\$1,196.23)
Total:	<b><u>\$116,070.56</u></b>

**Total to General Account - (101.000.000.004.136):** **\$168,074.56**

**Escrow Account**

(101-000-000-205.136)	
Court Ordered Escrow:	\$5,794.46
Garnishment Proceeds:	\$0.00
Bonds:	\$22,056.00
Restitution:	\$10,899.12
<b>Total to Escrow Account - (101.000.000.205.136):</b>	<b><u>\$38,749.58</u></b>

14-B District Court

Monthly Disbursements

March 2014

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

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

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

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

All other revenues are transferred to the Ypsilanti Township Treasurer.

**March 2014 Disbursements:**

Washtenaw County:	\$ 3,894.00
State of Michigan:	\$ 48,110.00
Ypsilanti Township Treasurer:	\$ 116,070.56

TOTAL: \$168,074.56

		Year to Date	
		Prior Year Comparison	
Month	Revenue	Revenue	
	2013	2014	
<b>January</b>	\$93,843.72	\$93,424.58	
February	\$120,646.88	\$134,377.46	
March	\$120,330.43	\$116,070.56	
April	\$87,844.43		
May	\$91,209.97		
June	\$90,086.73		
July	\$75,083.36		
August	\$89,198.00		
September	\$92,229.66		
October	\$137,889.48		
November	\$70,380.21		
December	\$81,613.89		
Caseload			
Standardization			
Payment:	\$45,724.00	\$45,724.00	
Year-to Date			
<b>Totals:</b>	\$1,196,080.76	\$389,596.60	
<b>Expenditure</b>			
<b>Budget:</b>	\$1,265,772.00	\$1,267,085.00	
<b>Difference:</b>	(\$69,691.24)	(\$876,175.40)	

**DOMESTIC VIOLENCE PROSECUTION REPORT**  
**February 2014**

**To:** Township of Ypsilanti Board of Trustees

**From:** McLain & Winters, Attorneys for the Charter Township of Ypsilanti

**Date:** April 9, 2014

Dear Board Members:

The following represents the Township Prosecuting Attorney's report regarding domestic violence activity for the month of February 2014:

	February 2014	Year to Date (2014)	Statistics for 2013	Statistics Since 10/1999
Cases Submitted	10	25	277	3626
Cases Authorized	4	8	88	1501
Cases Authorized (non-DV)	0	1	---	---
Cases Denied	5	14	170	541
Cases Furthered	0	0	11	249
Cases Sent to the County	1	2	13	89
Defendant FTA-BW Requested	0	1	14	40
Pre-Trials Held	6	14	116	1968
Motions	0	0	5	49
Convictions-Total	3	5	35	914
Convictions-By Plea	3	4	26	---
Convictions-By Trial	0	1	9	---
Acquittals	1	1	5	87
All Dismissals	4	15	79	676
Cases Reauthorized	0	0	10	348
Cases Not Reauthorized	4	15	64	376
Deferrals Considered	7	13	46	603
<b>Conviction Rate*</b>	<b>75%</b>	<b>83%</b>	<b>95%</b>	<b>91.3%</b>

\* Based upon all cases taken to a conclusion

Respectfully Submitted,

McLain & Winters

# DOMESTIC VIOLENCE PROSECUTION REPORT

March 2014

**To:** Township of Ypsilanti Board of Trustees

**From:** McLain & Winters, Attorneys for the Charter Township of Ypsilanti

**Date:** April 9, 2014

Dear Board Members:

The following represents the Township Prosecuting Attorney's report regarding domestic violence activity for the month of March 2014:

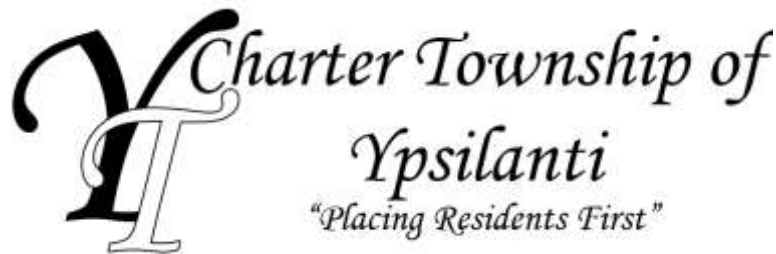
	March 2014	Year to Date (2014)	Statistics for 2013	Statistics Since 10/1999
Cases Submitted	16	41	277	3642
Cases Authorized	5	13	88	1506
Cases Authorized (non-DV)	0	1	---	---
Cases Denied	10	24	170	551
Cases Furthered	1	1	11	250
Cases Sent to the County	0	2	13	89
Defendant FTA-BW Requested	0	1	14	40
Pre-Trials Held	4	18	116	1972
Motions	0	0	5	49
Convictions-Total	0	5	35	914
Convictions-By Plea	0	4	26	---
Convictions-By Trial	0	1	9	---
Acquittals	1	2	5	88
All Dismissals	4	19	79	680
Cases Reauthorized	2	2	10	350
Cases Not Reauthorized	2	17	64	378
Deferrals Considered	1	14	46	604
<b>Conviction Rate*</b>	<b>0%</b>	<b>71%</b>	<b>95%</b>	<b>91.2%</b>

\* Based upon all cases taken to a conclusion

Respectfully Submitted,

McLain & Winters

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



**Office of  
Community Standards**

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

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## MEMORANDUM

April 4, 2014

To: Township Board

From: Joe Lawson  
Planning Director

**Re: Planning Division (OCS) March/April 2014**

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

### **Planning Commission Activity**

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

On March 25<sup>th</sup>, the Commission held their regular monthly meeting and during said meeting, the commission considered the following agenda items:

**Master Plan Update:** After many months and a number of meetings, the Commission recommended approval of the 2030 Master Plan Update. A full report of the changes to the plan, including the future land use map will be prepared and presented to the Board for final approval within the coming weeks.

**569 Brookside –** The Commission scheduled a public hearing to be held on Tuesday, April 22<sup>nd</sup> to consider the special conditional use permit request of Mr. & Mrs. Northrup to allow for the housing of more than 4 dogs within a residential district. Section 402.17 of the Zoning Ordinance limits the total number of dogs on a residential lot to 4 without prior issuance of a special conditional use permit by the Commission.

### **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 – The revised preliminary site plans have been submitted to our office for distribution. It is anticipated that review comments should be received back by the end of April. Once the proposed PILOT ordinance is in proper form for review, the complete package will be sent to the Planning Commission for review and a recommendation to the Board.

### **Zoning Board of Appeals**

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

During the regularly scheduled April 2, 2014 meeting date, the ZBA approved the requested temporary use permit to allow for the temporary storage of vehicles on the former Hot 'n' Now located on Washtenaw. As the Board may be aware, Cueter Chrysler purchased the property in 2013 with the plan to expand their dealership. Cueter is also currently in the process of negotiating the purchase price of the neighboring former Clark Gas Station. The purchase of the property will allow for the proposed expansion. The ZBA approved the permit for 6 months in order to give Cueter ample time to negotiate the deal and to submit the necessary site plans.

### **Committee Meetings**

WATS Technical Committee – The April WATS Technical Committee meeting was canceled due to a lack of agenda items..

Willow Run Storm Water Meeting – On April 2<sup>nd</sup>, staff along with township engineering consultant Joh Kang, YCUA representative Scott Westover, MDEQ representative Kevin Lund, RACER representative Grant Trigger and Walbridge representative Larry Filson had the opportunity to meet in order to discuss a number of engineering and design issues relating to the former GM PowerTrain facility. During this discussion, it was noted that the site is inundated with a number of unused or improperly located utility easements. In many cases, utilities were installed or relocated without recording the necessary easements. RACER has been tasked with resolving these outstanding easement issues prior to the purchase of the property by Walbrige or any other developer. Mr. Westover was very helpful during these discussions as his office was able to assist in the locating of a number of water and sewer lines and easements

servicing this site. The group also discussed the future plans relating to the stormwater conveyance system during demolition and during re-development. At present, RACER is proposing to construct a conveyance system that will separate the surface water from the ground water. Currently both surface and ground water are collected, pretreated by an onsite water treatment plant and then sent to YCUA for further treatment. Per the proposed plan, once the surface and ground water has been properly separated, the surface water will be conveyed to a sediment fore bay for pretreatment and then discharge directly to Tyler Pond without further detention. Doing so will require Township and State approvals prior to construction. In turn, the ground water which has some degree of contamination will be sent through an oil/water separator and then a constructed wetland for treatment. RACER is working with the University of Michigan and the MDEQ on a pilot study to be conducted this summer to verify the efficiency of the constructed wetland in the removal of the contamination. Once the contaminants have been properly removed from ground water, the water will then also be discharged to Tyler Pond. Each meeting attendee received "homework" in order to bring back information to the larger group in order to keep the design concepts moving forward. A follow up meeting has been scheduled for Wednesday, April 23<sup>rd</sup> at 1:30pm.

**Administrative Items:**

Throughout the month of March and into April, our office has been contacted by a number of developers wishing to pitch concept plans on a number of properties throughout the Township. It is much too early to speculate whether any of the proposed concepts will come to fruition, but it is very motivating knowing that development seems to be on the uptick and those developers are interested in Ypsilanti Township.

In anticipation of the adoption of the Master Plan Update, staff has been working to compile draft language for a number of proposed ordinance amendments necessary to implement the goals and objectives noted within the master plan. The upcoming year is anticipated to be very busy implementing the plan.

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



# WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON  
SHERIFF

2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL [sheriff@ewashtenaw.org](mailto: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 new report format 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 LАWNET 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



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MARK A. PTASZEK  
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To: Brenda Stumbo, Ypsilanti Township Supervisor  
From: Jim Anuszkiewicz, Police Services Lieutenant  
Cc: Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board  
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### **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

# CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

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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

# CLR-008 Monthly Summary Of Offenses (WD)

## 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 1ST 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 -PURSESNAATCHING	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%
<b>Group A Totals</b>	<b>250</b>	<b>163</b>	<b>-34.8%</b>
26006 FRAUD -BAD CHECKS	1	1	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	3	2	-33.3%
38003 FAMILY -OTHER	1	0	-100%
41002 LIQUOR VIOLATIONS -OTHER	1	0	-100%

# CLR-008 Monthly Summary Of Offenses (WD)

## City:Ypsilanti Twp-YPT

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%
<b>Group B Totals</b>	<b>47</b>	<b>24</b>	<b>-48.9%</b>
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%
<b>Group C Totals</b>	<b>2383</b>	<b>2816</b>	<b>18.17%</b>
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	14	0	-100%
4200 PARKING CITATIONS	2	2	0%
4500 MISCELLANEOUS A THROUGH UUUU	22	7	-68.1%
<b>Group D Totals</b>	<b>38</b>	<b>9</b>	<b>-76.3%</b>
5000 FIRE CLASSIFICATIONS	1	0	-100%
5100 18A STATE CODE FIRE CLASSIFICATIONS	3	2	-33.3%
<b>Group E Totals</b>	<b>4</b>	<b>2</b>	<b>-50%</b>
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%
<b>Group F Totals</b>	<b>217</b>	<b>119</b>	<b>-45.1%</b>
<b>City : Ypsilanti Twp Totals</b>	<b>2939</b>	<b>3133</b>	<b>6.600%</b>

# CLR-008 Monthly Summary Of Offenses (WD)

## City:Ypsilanti Twp-YPT

		Year To Date Through January		
Classification		2013	2014	%Change
<b>Group F Totals</b>		<b>0</b>	<b>0</b>	<b>0%</b>
09001	MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	1	0	-100%
10002	PARENTAL KIDNAPPING	1	0	-100%
11001	SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST 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 -PURSES/NATCHING	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%
<b>Group A Totals</b>		<b>250</b>	<b>163</b>	<b>-34.8%</b>
26006	FRAUD -BAD CHECKS	1	1	0%
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	3	2	-33.3%
38003	FAMILY -OTHER	1	0	-100%



# CLR-008 Monthly Summary Of Offenses (WD)

## City:Ypsilanti Twp-YPT

		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%
<b>Group B Totals</b>		<b>47</b>	<b>24</b>	<b>-48.9%</b>
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%
<b>Group C Totals</b>		<b>2383</b>	<b>2816</b>	<b>18.17%</b>
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	14	0	-100%
4200	PARKING CITATIONS	2	2	0%
4500	MISCELLANEOUS A THROUGH UUUU	22	7	-68.1%
<b>Group D Totals</b>		<b>38</b>	<b>9</b>	<b>-76.3%</b>
5000	FIRE CLASSIFICATIONS	1	0	-100%
5100	18A STATE CODE FIRE CLASSIFICATIONS	3	2	-33.3%
<b>Group E Totals</b>		<b>4</b>	<b>2</b>	<b>-50%</b>
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%
<b>Group F Totals</b>		<b>217</b>	<b>119</b>	<b>-45.1%</b>
<b>City : Ypsilanti Twp Totals</b>		<b>2939</b>	<b>3133</b>	<b>6.600%</b>

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



## Residential Services

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

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# MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Jeff Allen, Director of Residential Services

DATE: April 7, 2014

RE: RSD Monthly Report—April/May 2014

The RSD has worked on a number a large projects over the past month. We have at least 25 projects in the works at this time that we are involved in. Plus, just this past week we opened the Compost Site for the season and we have started our residential chipping service for the residents. Things have started a little bit slow as the grass is still brown but we are getting residents in a bit at the Compost Site. We have a new POS system the gate attendants are learning out there, but it is quite promising for doing daily reports at the site.

We are close to starting on some renovation of the restrooms at Green Oaks Golf Course. The water lines in that building are old galvanized and getting a lot of corrosion in them. We will have to make a temporary restroom out of the ladies when we start that work. We hope to do half of it in-house and using a plumbing for the trades work.

Michael Saranen and I attended a couple of meetings together. We listened to a presentation on a lubricant to allow for the generator/turbines to turn more easily, thus less friction equals more generation. We continue to explore this but with the cost, we haven't found the tipping point yet. We also met with Stantec Engineering as it relates to the work on the Tyler Road Dam that we presented to you last week.

Brenda, Larry, Carl Girbach and I met on some of the concerns that the Park Commission has raised and we discussed a number of maintenance and equipment needs that you will see on the agenda for the April 15<sup>th</sup> meeting.

I attended the special Parks Commission meeting which included a presentation on a Spray Pad a couple weeks ago. There are some decisions yet to be made, including which park it would go in as well as if we would recycle the water or not.

Last week, Carl Girbach and I interviewed several people as the hiring for our seasonal work began. We have about 5 so far, and conducted training for a few days at the end of March for safety and work rules.

We have the work on the Textile Bike path about to be bid out. This will be done and expect the work to be completed by July. We have a letter that the WCRC will be soon mailing out to residents whose houses back up to Textile Rd. Some have fences in the Right-of-way, which would have to be moved, not to mention the amount of trees that provide somewhat of a barrier there.

The Hydro Station continues to operate safely and continues to get routine safety inspections and preventive maintenance. Operators had 9 after hour call-ins for the month.

The average precipitation for the March is about 2.0", this year it was about 1.6". Production for March was average. The snow pack contained significant amount of trapped water. We saw some warm and cold weather for the month. We still saw flows high enough to have to spill water in order to maintain the lake level.

#### **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 was held on March 27 and went well. Part 2 is in April.

The Department is now collecting data for the next 12 months in order to complete the FERC Form 80 Report. Data collected from the Recreation Department and Operators that visit North Hydro Park and Ford Lake Park daily will be used to compile the report that due in April 2015.

Generator #2- The Board has approved Padnos-Leitelt of Grand Rapids to complete repairs to the large unit. The contract is signed and Bonds are being prepared.

#### **Operation Summary**

	March	YTD	2013
Days Online	30.9	89.9	345
Generation MWH (estimated)	1,238.420	2,739.293	8,991.285
Generation lost MWH (estimated)*	1.050	6.047	454.824

\*losses related to scheduled & unscheduled maintenance and water quality discharges.

After Hour Call In			
Water levels	8	13	44

Mechanical/Electrical	1	1	1
Other	0	0	0
Totals	9	14	45

**Spilling Summary:**

Releasing water from the sluice gates is done primary to maintain lake level when flow exceeds the powerhouse. At certain times we can use the gates to help keep the lake mixing to maintain oxygen levels (effectiveness depends on a number of factors) at the bottom of the lake.

The water quality monitoring begins on June 1<sup>st</sup> and will end on September 30<sup>th</sup>; 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 a minimum of 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.

2014	Days Spilled	Lost KwH*	Lost \$*	Prior Year
January	.2	0	0	0
February	0	0	0	0
March	17.7	0	0	0
April				0
May				3,817
June				4,133
July				1,551
August				5,617
September				1,187
October				0
November				0
December				0
Totals	17.9	0	\$ 0.00*	\$16,305.00*

\*estimated losses from diverting water away from generators for the purpose improving WQ. Tyler Dam

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

**Tyler Dam** - The Twp. has reviewed the Phase 1 r report and discussed the next steps. A proposal has been submitted to the Board for consideration. This Dam just received the 4 year engineering inspection. The inspection was conducted by the State's Dam Safety Division, no new findings were found.



# 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, APRIL 15, 2014

**5:00 P.M.**

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

1. **EXECUTIVE SESSION – ..... ATTORNEY MCLAIN**  
**(30 MINUTE TIME FRAME)**  
**DISCUSS CHARTER TOWNSHIP OF YPSILANTI VS IKECHUKWU ODUM, JR. -**  
**WASHTENAW COUNTY CIRCUIT COURT CASE NO. 14-205-CZ – 5688 BIG**  
**PINE DRIVE SETTLEMENT PROPOSAL**
2. CLARK EAST TOWERS DISCUSSION ..... ATTORNEY WINTERS
3. REVIEW AGENDA ..... SUPERVISOR STUMBO
4. OTHER DISCUSSION ..... BOARD MEMBERS

# EXECUTIVE SESSION

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1. EXECUTIVE SESSION – ..... ATTORNEY MCLAIN

**(30 MINUTE TIME FRAME)**

DISCUSS CHARTER TOWNSHIP OF YPSILANTI VS IKECHUKWU  
ODUM, JR. - WASHTENAW COUNTY CIRCUIT COURT CASE NO.  
14-205-CZ – 5688 BIG PINE DRIVE SETTLEMENT PROPOSAL

# **Work Session Agenda Item**

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1. Clark East Towers Discussion ..... Attorney Winters

# McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

61 N. HURON  
YPSILANTI, MICHIGAN 48197  
(734) 481-1120

DENNIS O. McLAIN  
WM. DOUGLAS WINTERS  
ANGELA B. KING

FAX (734) 481-8909  
[E-MAIL: mcwinlaw@gmail.com](mailto:mcwinlaw@gmail.com)

April 10, 2014

Brenda L. Stumbo, Supervisor  
Karen Lovejoy Roe, Clerk  
Larry Doe, Treasurer  
Mike Radzik, Director of Community Standards  
Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, Michigan 48197

- Re: **1. Receipt of Email from NCR Regional Manager Makeda Hunt Dated 4/10/14 Confirming That Clark East Towers Has Been Designated as a Project-Based Section 8 Apt. Complex and is Administered Through HUD; Telephone Conversation With Manager Hunt Confirming That All Section 8 Funding Received by NCR is Through HUD and Not MSHDA**
- 2. Recommendation to the Township Board to Formally Request That HUD Cease Immediately the Practice of Granting Age Exemption Waiver Requests Submitted by NCR as it Pertains to the Towers Which Exemptions are in Violation of the Township's Tax Exemption Ordinance (PILOT) and Which is Contraindicated to Clark East Towers Being Dedicated as a Senior Citizen Apartment Complex**
- 3. Recommendation That NCR Enter Into a "Municipal Service Agreement" to Offset the Exorbitant Costs Incurred by Ypsilanti Township as a Direct Result of the Washtenaw County Sheriffs' Department and the Township's Fire Department Having to Respond to Hundreds of Requests to Clark East Towers Due in Large Part to the Mismanagement and Lack of Oversight of This Apartment Complex**
- 4. Recommendation That the Township Building Department Conduct a Unit-by-Unit Inspection to Insure Compliance with the Township's Property Maintenance Code with the Cost of Inspections to be Borne by NCR; Submittal of Proof From a Reputable Pest Extermination Company That All of the Bed Bug Infestation has been Eradicated**



Township Board and OCS Director Radzik  
Clark East Towers  
April 10, 2014  
Page 2

Dear Board Members and Director Radzik:

As a follow-up to the internal discussion that was held this morning at our weekly Developmental Team Meeting regarding *inter alia* the status and future of the senior citizen apartment complex, commonly referred to as "**Clark East Towers,**" please find attached a copy of an email from NCR Regional Manager Makeda Hunt addressed to Supervisor Brenda L. Stumbo confirming that the Towers is a "**... project based Section 8. The Section 8 funding is not a portable voucher. The rent is calculated based on the 30% of the annual household income.**"

Subsequent to the receipt of this email, I received a telephone call from Regional Manager Hunt wherein she advised that NCR "**was still working on putting together their Remedial Action Plan**" for the Towers and as such, could not tell me specifically as to when our office (or for that matter, the Township) would receive their proposal. She did request that I make contact with a person by the name of Kathy McDonald who is an executive with NCR and whose office is located in Columbus, Ohio. I did telephone her as requested, however she was unavailable and as such I did leave her a "**voicemail message.**"

In any event, Manager Hunt did confirm that in order to live at the Towers all persons must qualify for Section 8 housing financial assistance; however, the amount of assistance received for any individual unit may vary depending upon the Tenant's annual household income. For example, in some cases **100%** of the rent may be funded by HUD while others may have a lesser amount due to having an annual income that meets the threshold requirements of HUD. She did, however, make clear that the funding received by NCR comes directly from HUD and not MSHDA.

That being said, since the Township has yet to receive a formal "**Remedial Action Plan**" from NCR, it is the recommendation of our office and the Township's full-time elected officials that the Township Board formerly request HUD to cease immediately the practice of granting "**Age Exemption Waiver Requests**" that have been submitted by NCR as it pertains to Clark East Towers. As stated in numerous letters, the principal reason as to why this apartment complex received a PILOT subsidy in the first place was to insure that the Township's Seniors would have a dignified place to live during the remainder of their lives and not be subjected to the criminal activity that has taken place at this complex during the last several years.

Township Board and OCS Director Radzik  
Clark East Towers  
April 10, 2014  
Page 3

Furthermore, this practice of granting "**Age Exemption Waiver Requests**" to NCR is in violation of the Township's **Tax Exemption Ordinance** and was never submitted to the Township Board for approval. Thus, this practice should end immediately.

In addition, it is my recommendation that any individual who has not reached the age of 62, as required by the Township's Tax Exemption Ordinance, at the time their current lease expires, be required to seek housing elsewhere. Again, Clark East Towers was intended to be for the benefit of senior citizens and as you may recollect from a previous article that I forwarded to your attention, there are **10,000** baby boomers who attain the age of 62 throughout the United States on a daily basis. These numbers are also supported by the demographic data received from Planning Director Joe Lawson that was prepared by SEMCOG which shows that per the 2010 Census, the number of senior citizens living in the Township increased nearly 29% as compared to the number of seniors who lived in the Township back in 2000. This percentage will continue to increase due to the large number of "**Baby Boomers**" and thus NCR should not have any problem finding seniors who are 62 or older to live in Clark East Towers.

In addition, it is my recommendation and that of the Township officials that NCR enter into a **Municipal Service Agreement** to offset the exorbitant costs incurred by Ypsilanti Township as a direct result of the Washtenaw County Sheriffs' Department and the Township's Fire Department having to respond to hundreds of requests to Clark East Towers due in large part to the mismanagement and lack of oversight of this apartment complex. As you are aware from my letter addressed to OCS Director Radzik and WSCD First Lt. Jim Anuszkiewicz last evening, the thousands of pages I have received from the Sheriffs' Department as the result of having to respond to this complex during the last 3½ years is absolutely shocking and totally unacceptable.

Obviously, if the Township had been made aware as to how this apartment complex was going to be managed, we would have required a Municipal Service Agreement to be entered into between the parties back in 2010. The purpose of this Municipal Service Agreement is to partially offset the financial costs being incurred by the Township and having to provide an inordinate amount of response time by the Sheriff and Fire Departments as well as other Township services as evidenced by the number of Calls For Service. In that regard, please find enclosed a copy of the charts prepared by Director Radzik which graphically depict the dramatic increase in the "**Calls For Police and Emergency Services**" at Clark East Towers from 2010 through the present.

Township Board and OCS Director Radzik  
Clark East Towers  
April 10, 2014  
Page 4

In fact, from 2010 to 2013 those Calls For Emergency Services have increased over **100%** and are on track to exceed the 2010 number by **175%** during 2014. It is unfair to the Township and its taxpayers for this apartment complex to receive a tax subsidy while at the same time utilizing the police and emergency services at an increasingly alarming rate which again, in my opinion, is due to the lack of due diligence and management on the part of NCR.

Finally, this will also confirm our discussion during today's Developmental Team Meeting that the Township's Building Department be allowed to conduct a unit-by-unit inspection of all apartments within Clark Towers with said costs being paid for by NCR in light of the issues that have already come to light, to wit: hoarding/blight and the ongoing battle to eradicate the bed bugs that apparently have also moved into Clark East Towers. The only way this apartment complex can once again return to being a premier Senior Citizen Housing Complex is for all of these recommendations to be implemented forthwith by NCR.

If after review of this correspondence and attachments you have any questions or I can be of further assistance, please contact me.

Very truly yours,



Wm. Douglas Winters  
/ck  
Enclosures

cc: Trustees  
Ron Fulton  
Joe Lawson  
Bill Elling  
Jill Kulhanek  
Linda Gosselin  
Brian McCleery  
Eric Copeland, Fire Chief  
Vic Chevrette, Fire Marshall  
Lt. Jim Anuskiewicz  
Dennis O. McLain

# REVIEW AGENDA

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- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

# OTHER DISCUSSION

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



# Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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

## **REGULAR MEETING AGENDA**

**TUESDAY, APRIL 15, 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 APRIL 1, 2014 WORK SESSION AND REGULAR
  - B. STATEMENTS AND CHECKS
  - C. MARCH 2014 TREASURER REPORT
5. SUPERVISOR REPORT
6. CLERK REPORT
7. TREASURER REPORT
8. TRUSTEE REPORT
9. ATTORNEY REPORT
  1. REQUEST TO APPROVE THE RECOMMENDATION OF THE THREE FULL-TIME OFFICIALS AND THE TOWNSHIP ATTORNEY RELATED TO CLARK EAST TOWERS AND NATIONAL CHURCH RESIDENCES (NCR) AS FOLLOWS:
    - A. REQUEST THAT HUD CEASE IMMEDIATELY THE PRACTICE OF GRANTING AGE EXEMPTION WAIVER REQUESTS SUBMITTED BY NCR AS IT PERTAINS TO CLARK EAST TOWERS SENIOR HIGH RISE, WHICH EXEMPTIONS ARE IN VIOLATION OF THE TOWNSHIP'S TAX EXEMPTION ORDINANCE (PILOT)
    - B. REQUIRE NATIONAL CHURCH RESIDENCES (NCR) ENTER INTO A "MUNICIPAL SERVICE AGREEMENT" TO OFFSET THE EXORBITANT COSTS INCURRED BY YPSILANTI TOWNSHIP AS A DIRECT RESULT OF THE WASHTENAW COUNTY SHERIFFS' DEPARTMENT AND THE TOWNSHIP'S FIRE DEPARTMENT HAVING TO RESPOND TO HUNDREDS OF REQUESTS TO CLARK EAST TOWERS

- C. INSTRUCT TOWNSHIP BUILDING DEPARTMENT TO CONDUCT A UNIT-BY-UNIT INSPECTION TO INSURE COMPLIANCE WITH THE TOWNSHIP'S PROPERTY MAINTENANCE CODE WITH THE COST OF INSPECTIONS TO BE BORNE BY NCR; SUBMITTAL OF PROOF FROM A REPUTABLE PEST EXTERMINATION COMPANY THAT ALL OF THE BED BUG INFESTATION HAS BEEN ERADICATED
- D. ANY INDIVIDUAL WHO HAS NOT REACHED THE AGE OF 62, AS REQUIRED BY THE TOWNSHIP'S TAX EXEMPTION ORDINANCE, AT THE TIME THEIR CURRENT LEASE EXPIRES, BE REQUIRED TO SEEK HOUSING ELSEWHERE.

**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 AND TABLED AT THE MARCH 18, 2014 REGULAR MEETING)
- 2. REQUEST OF BECKETT & RAEDER, INC. TO AMEND CURRENT SERVICE AGREEMENT FOR LAKESIDE PARK, SIGNED AUGUST 26, 2011, IN THE AMOUNT OF \$6,000 IF NEEDED (TABLED AT THE APRIL 1, 2014 REGULAR MEETING)

**NEW BUSINESS**

- 1. REQUEST OF JAMES V. DIRKES TO APPROVE A PRIVATE ROAD VARIANCE FOR PROPERTY LOCATED AT 5389 BON TERRE (PUBLIC HEARING HELD AT THE APRIL 1, 2014 REGULAR MEETING)
- 2. BUDGET AMENDMENT #5
- 3. REQUEST PAYMENT AUTHORIZATION TO HABITAT FOR HUMANITY FOR PURCHASE OF 1300 CANDLEWOOD IN THE AMOUNT OF \$25,000, BUDGETED IN LINE ITEM #101.950.000.969.010
- 4. 1<sup>ST</sup> READING RESOLUTION NO. 2014-13, PROPOSED ORDINANCE NO. 2014-436, PARENTAL RESPONSIBILITY SCHOOL TRUANCY
- 5. 1<sup>ST</sup> READING PROPOSED ORDINANCE NO. 2014-437, BUSINESS ESTABLISHMENT PARKING
- 6. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE AGREEMENT BETWEEN WASHTENAW COUNTY ROAD COMMISSION AND YPSILANTI TOWNSHIP FOR THE INSTALLATION OF A RAISED CROSSWALK ON S. IVANHOE AVENUE IN THE AMOUNT OF \$21,303.50, BUDGETED IN LINE ITEM #101.446.000.818.022 AND TO AUTHORIZE SIGNING OF THE AGREEMENT
- 7. REQUEST OF RON FULTON, BUILDING DIRECTOR FOR AUTHORIZATION TO INITIATE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1044 PARKWOOD, BUDGETED IN LINE ITEM #101.950.000.801.023

**OTHER BUSINESS**

## **AUTHORIZATIONS AND BIDS**

1. REQUEST OF THE YPSILANTI TOWNSHIP PARK COMMISSION FOR AUTHORIZATION TO SEEK REQUEST FOR PROPOSALS (RFP) FOR ARCHITECTURAL RENDERINGS AND COST ANALYSIS FOR CONSTRUCTION OF A SPRAY PAD IN FORD LAKE PARK
2. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO PURCHASE JOHN DEERE 4052R TRACTOR W/LOADER, IN THE AMOUNT OF \$13,917.95, JOHN DEERE CX15 FLEX WING MOWER, IN THE AMOUNT FO \$9,894.80, TWO (2) PJ TANDEM TRAILERS, IN THE AMOUNT OF \$6,416.00 AND CASE SKID STEER BROOM AND ENCLOSURE KIT, NOT TO EXCEED \$11,475.18 THROUGH THE STATE OF MICHIGAN MI DEAL, FOR THE TOTAL AMOUNT OF \$41,703.93, BUDGETED IN LINE ITEM 212.212.000.977.000
3. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO AWARD THE LOW PROPOSAL FOR TWENTY (20) PILOT ROCK PICNIC TABLES TO RJ THOMAS MANUFACTURING IN THE AMOUNT OF \$7,979.00, BUDGETED IN LINE ITEM #212.212.000.977.000
4. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO AWARD SECURITY CAMERA BID FOR TOWNSHIP OWNED BUILDINGS TO CONTI CORPORATION IN THE AMOUNT OF \$133,539, BUDGETED IN LINE ITEM #101.265.000.974.025 AND TO APPROVE SIGNING OF THE AGREEMENT CONTINGENT UPON ATTORNEY REVIEW
5. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO AWARD BID FOR VEGETATION & CLEAN-UP SERVICES TO LOOKING GOOD LAWNS, LLC ADMINISTERED THROUGH LINE ITEM #893.893.000.806.003 AND TO AUTHORIZE SIGNING OF THE CONTRACT
6. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO AWARD THE LOW PROPOSAL FOR DEMOLITION OF TWO (2) ABANDONED UTILITY BUILDINGS, LOCATED AT 953 E. MICHIGAN TO JOHN R. KAAS BUILDERS IN THE AMOUNT OF \$3,975, BUDGETED IN LINE ITEM # 101.950.000.969.011 AND TO AUTHORIZE SIGNING OF THE PROPOSAL
7. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO ACCEPT PROPOSALS FOR REPLACEMENT OF CIVIC CENTER DATA ROOM UNINTERRUPTIBLE POWER SUPPLY
8. REQUEST OF RON FULTON, BUILDING DIRECTOR TO ACCEPT SEALED BIDS FOR INTERIOR DEMOLITION AND SANITIZATION OF 1501 S. HURON (FORMER MICHIGAN STATE POLICE POST)



# PUBLIC COMMENTS

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**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE APRIL 1, 2014 WORK SESSION**

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

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

**Members Absent:** None

**Legal Counsel:** Wm. Douglas Winters  
Angela B. King

Supervisor Stumbo requested the following items to be added under Other Business at the following Board Meeting.

**REQUEST BY LARRY DOE, TREASURER TO ADD 2014 GREEN OAKS GOLF COURSE RATE SCHEDULE**

**REQUEST BY RON FULTON, BUILDING DIRECTOR TO ADD AUTHORIZATION FOR LEGAL ACTION TO ABATE PUBLIC NUISANCE AT 1625, 1635, 1645 AND 1655 PARKWOOD (BAIRD APARTMENTS) AND FIRST CLASS IMPORT AUTO SALES AT 827 E. MICHIGAN AVENUE.**

**REVIEW BOARD MEETING AGENDA**

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

**PUBLIC HEARING**

**A. REQUEST OF JAMES V. DIRKES TO APPROVE A PRIVATE ROAD VARIANCE FOR PROPERTY LOCATED AT 5389 BON TERRE**

**PUBLIC COMMENTS**

Larry Krieg, Township Resident, member of the Planning Commission and AAATA Board, requested each Board member sign a pledge of support for the May 6, 2014, Special Election regarding the AAATA millage. He cited jobs as being a three-fold reason the millage needed to be approved and provided a brief explanation.

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Arloa Kaiser, Township Resident asked how many top-paying jobs would be created to run the AAATA organization.

**ATTORNEY REPORT**

**Clark East Towers**

Attorney Winters provided a brief update regarding the issues raised at Clark East Towers. He said a meeting had taken place with representatives from NCR, (National Church Residences) to discuss the changes needed to correct items that HUD had approved that are unacceptable to the Township. Mr. Winters explained Mike Radzik, OCS Director, Ron Fulton, Building Director and Bill Elling, Ordinance Officer continued to closely monitor the situation along with the Sheriff's Department.

**Firefighter Negotiations**

Attorney Winters reported on the status of labor negotiations with the Firefighters Union that would enter mediation April 2 and 3, 2014.

Trustee Eldridge asked how the Township could protect itself against the same issues that had come forward with Clark East Towers in regard to the proposed Ware Court Veterans Project PILOT (Payment In Lieu of Taxes).

Attorney Winters responded that the Board had not approved the Veterans complex at this time and went on to list certain requirements that would need to be met for a new PILOT. Discussion followed on some of the issues challenging the Ware Court project.

**OLD BUSINESS**

- 1. 2nd READING RESOLUTION NO. 2014-8, ORDINANCE NO. 2014-435, REQUIRING REGISTRATION OF VACANT SINGLE-FAMILY AND DUPLEX RESIDENTIAL PROPERTIES (1st Reading held at the March 4, 2014 Regular Meeting)**

Supervisor Stumbo stated a lot of discussion had taken place in meetings with the Building and Zoning Departments, as well as Attorney Angela King.

Trustee Eldridge stated he was looking ahead at the Budget Amendment and asked if any benchmarks or performance standards were in place for evaluation at the end of the year.

Attorney Winters added data had been accumulated over the last seven years regarding nuisance properties the Township had dealt with. He said it had been determined that

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two-thirds had been rentals, non-owner occupied, abandoned or foreclosed properties. Attorney Winters also stated all this work had been done with minimal staffing.

Trustee Eldridge asked if it would be more prudent to hire two seasonal people for the task at hand and stated he would be willing to make a motion to that effect.

Clerk Lovejoy Roe stated that less than ten percent of properties in the Township that were destroying communities were owned by people that lived in other communities and even other countries. She applauded the leadership of Supervisor Stumbo and the work done by Doug Winters and Angela King and their team; as well as the support from the Board to save our community. Clerk Lovejoy Roe said everyone involved in this effort was going to continue to take a stand to reclaim our community and thanked Trustee Eldridge for his suggestion to hire two seasonal people instead of one.

Mike Radzik, OCS added his thanks, on behalf of his staff, to the legal staff, the Board of Trustees and specifically Trustee Eldridge for his suggestion to hire an extra person for the task at hand.

Supervisor Stumbo stated all of this was done for the protection of homeowners in the Township for the value of their homes and she indicated the Board was willing to do more.

Arloa Kaiser voiced her appreciation to the Community Standards Department for the job they have done and the time they take to listen to concerns of the residents, especially regarding neighborhood stabilization.

**NEW BUSINESS**

**1. BUDGET AMENDMENT #4**

Javonna Neel, Accounting Director asked if the Board would like her to revise the Budget Amendment to include two positions. The Board agreed.

**3. REQUEST TO AUTHORIZE SIGNING OF THE QUALIFIED VOTER FILED (QVF)  
ORACLE/EQUIPMENT UPGRADE PROJECT GRANT BETWEEN THE  
MICHIGAN DEPARTMENT OF STATE AND YPSILANTI TOWNSHIP**

Clerk Lovejoy Roe provided a brief explanation of the grant for updating the servers and software for QVF.

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**4. REQUEST OF BECKETT & RAEDER, INC. TO AMEND CURRENT SERVICE AGREEMENT FOR LAKESIDE PARK, SIGNED AUGUST 26, 2011, IN THE AMOUNT OF \$6,000 IF NEEDED**

Trustee Eldridge stated that he didn't understand the purpose of this request.

Discussion followed and it was suggested the item be tabled until such time as Art Serafinski could be available for questions.

**5. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO AUTHORIZE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE OF FIRE-DAMAGED HOUSE LOCATED AT 589 CALDER AVENUE, BUDGETED IN LINE ITEM #101.950.000.801.023**

Mike Radzik provided a brief overview of this property that was an occupied rental property. He stated the property owner had allowed the insurance to lapse a couple of years prior and did not have a current mortgage and therefore little incentive to take any further action to remediate the badly damaged property since the initial pulling of an electrical permit over thirty days ago.

Attorney Winters stated this property further illustrated the need for continued diligence to protect our community.

Trustee Eldridge stated we should take a zero tolerance stance.

Supervisor Stumbo voiced agreement with zero tolerance and stated the Township's goal was compliance before taking anyone to court.

Trustee Mike Martin stated it was one thing to let the community in which the offending property was located, know who the property owner was, but he felt we should make the information public in the community in which the property owner lived and he was willing to do just that.

**6. REQUEST OF MICHAEL SARANEN, HYDRO OPERATOR TO APPROVE PROFESSIONAL SERVICES PROPOSAL OF STANTEC OF ANN ARBOR FOR TYLER DAM PROJECT PHASE 2 IN AN AMOUNT NOT TO EXCEED \$28,000, BUDGETED IN LINE ITEM #252.252.000.801.250**

Michael Saranen, Hydro Station Operator provided a brief overview of the concept for the project.

Trustee Mike Martin felt this was one more step toward a long term solution.

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Supervisor Stumbo explained the ownership of the dam had been determined to be the Township and the Township had two choices, to repair it or allow it to return as a natural waterway.

**OTHER BUSINESS**

**1. GREEN OAKS GOLF COURSE RATE SCHEDULE**

Treasurer Doe provided a brief overview of the rate schedule.

Trustee Scott Martin suggested uniforms for the Golf Course employees.

**2. BAIRD APARTMENTS AND FIRST CLASS IMPORT AUTO SALES**

Ron Fulton, Building Director explained his request for legal action to abate the public nuisance at 1625, 1635, 1645 and 1655 Parkwood. He provided an overview with photos of the deplorable conditions and the Notice of Violation. Mr. Fulton requested a Temporary Restraining Order prohibiting occupancy of the apartments. He reported the tenants had been relocated.

Ron Fulton informed the Board that a fire had broken out this afternoon at 2220 E. Michigan Avenue, the former Abcat Recycling that had just been purchased by Ferris Recycling.

Ron Fulton presented an overview of the violations at 827 E. Michigan Avenue, First Class Import Auto Sales.

**ADJOURNMENT**

The meeting adjourned at approximately 6:42 P.M.

Respectfully submitted,  
Karen Lovejoy Roe, Clerk

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE APRIL 1, 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 Stan Eldridge, Jean Hall Currie, Mike Martin and Scott Martin

**Members Absent:** None

**Legal Counsel:** Wm. Douglas Winters  
Angela B. King

**PUBLIC HEARING**

**A. REQUEST OF JAMES V. DIRKES TO APPROVE A PRIVATE ROAD VARIANCE FOR PROPERTY LOCATED AT 5389 BON TERRE**

The public hearing opened at approximately 7:01 p.m.

Ruth Atsinger, Milan Resident stated this was property her family had owned for twenty years and had been denied building or selling it due to zoning codes for Ypsilanti Township. She said she was representing her father and his request to obtain a variance to either build, sell it to a family member to build or someone else to build on.

Tom Hungerford, Chelsea Resident and owner of property in the same area supported a variance. He felt it should be granted since anyone who chose to live in the country accepted a greater risk of minimal fire and police protection due to being outside the city limits and was in favor, within reasonable limits, of being able to do whatever they chose with their property.

The public hearing closed at approximately 7:05 p.m.

Joseph Lawson provided a brief background on the creation of various splits regarding the Bon Terre property. He stated five parcels had been developed on the property which was purchased in 1995. Mr. Lawson provided a brief explanation of the Private Road Ordinance, which stated once there were more than four homes, the road was to be upgraded in terms of paving and road width. Mr Lawson had asked Vic Chevrette, Ypsilanti Township Fire Marshal for an evaluation, and he stated the road would need a lift, at the minimum of gravel and the possibility of tree trimming.

Trustee Eldridge questioned if the gravel lift was sufficient or would the road need to be paved according to our ordinance. Discussion followed.

Clerk Lovejoy Roe asked if there was a maintenance agreement granted with earlier variances and how was it enforced.

Mr. Lawson explained there was a maintenance agreement and every home that had been constructed, thus far, had signed onto that agreement. He stated that would be a condition of approval in addition to the gravel. He explained non-issuance of a building permit was how the agreement was enforced.

Attorney Winters explained the maintenance agreement did give the Township the ability to issue citations, if needed, in regard to road maintenance.

Mr Lawson responded to a question from Supervisor Stumbo, that there were three lots on Deer Creek and it was paved. He stated the surface of the road in either

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location was one issue and the overall length without an outlet was another issue. Mr. Lawson stated the road on Bon Terre does not meet Township standards.

Discussion followed on the original court ordered number of parcels and approval of splits by the Board since that time, as well as the maintenance agreements on Bon Terre and Deer Creek.

Supervisor Stumbo asked if it was agreeable to the Board to revisit this item after more research had been done and it was decided it would reviewed and brought back to the April 15, 2014 Regular Board Meeting.

James Smith, Township Resident stated he had arrived late and requested to be updated regarding road maintenance on Bon Terre.

**PUBLIC COMMENTS**

Arloa Kaiser, Township Resident voiced her opposition to a snow removal ordinance and any ordinance that would allow chickens in backyards.

Timothy King, Township Resident read a proclamation in favor of delegating funding for a memorial dedicated to the Willow Run Bomber Plant and requested the support of the Board.

Brian Westphall, Township Resident and Assistant Scout Master in Boy Scout Troop 240 introduced three Scouts, Kevin Westphall, David and Ian, who were in attendance to observe the meeting as part of earning their Citizenship and Community Merit Badge.

**CONSENT AGENDA**

- A. MINUTES OF THE MARCH 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. The motion carried unanimously.**

**ATTORNEY REPORT**

Supervisor Stumbo stated the Attorney Report had been given at the Work Session.

Attorney Winters introduced Dennis Donahue, in attendance with the Scouts, as a long-time friend. He stated he was glad to hear everyone weigh in on the impact of rental properties during the Work Session.

**OLD BUSINESS**

- 1. 2<sup>nd</sup> READING RESOLUTION NO. 2014-8, ORDINANCE NO. 2014-435, REQUIRING REGISTRATION OF VACANT SINGLE-FAMILY AND DUPLEX RESIDENTIAL PROPERTIES (1st Reading held at the March 4, 2014 Regular Meeting)**

Clerk Lovejoy Roe read the Resolution into the record.

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the 2<sup>nd</sup> Reading of Resolution No. 2014-8, Ordinance No. 2014-435, requiring registration of vacant single-family and duplex residential properties (see attached).**



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Mike Radzik, OCS Director presented a brief overview of the events leading to the implementation of this ordinance and a brief explanation of how the ordinance will work.

Supervisor Stumbo reminded residents of the importance of contacting the Township regarding vacant homes and the Township's commitment to fight blight, stabilize neighborhoods and protect homeowners.

**The motion carried as follows:**

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

**NEW BUSINESS**

**1. BUDGET AMENDMENT #4**

Clerk Lovejoy Roe read the revised Budget Amendment into the record.

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve the revised Budget Amendment #4 (see attached). The motion carried unanimously.**

Supervisor Stumbo stated this would allow the hiring of two seasonal enforcement officers to assist with the ordinance that was just adopted, as well as noxious weeds and other neighborhood ordinances.

**2. RESOLUTION NO. 2014-11, VACANT RESIDENTIAL PROPERTY FEES**

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. 2014-11, approving vacant residential property fees (see attached). The motion carried unanimously.**

Supervisor Stumbo stated this resolution was to enable the vacant single-family and duplex residential registration program to be self-funding and would pay for the hiring of the two ordinance officers.

**3. REQUEST TO AUTHORIZE SIGNING OF THE QUALIFIED VOTER FILE (QVF) ORACLE/EQUIPMENT UPGRADE PROJECT GRANT BETWEEN THE MICHIGAN DEPARTMENT OF STATE AND YPSILANTI TOWNSHIP**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to authorize signing of the Qualified Voter File (QVF) Oracle/Equipment Upgrade Project Grant between the Michigan Department of State and Ypsilanti Township (see attached). The motion carried unanimously.**

Clerk Lovejoy Roe explained the grant would pay for the upgrade to the software and server for the QVF. The grant was paid through the federal Help America Vote Act, and was being handled by the Michigan Department of State Bureau of Elections.

**4. REQUEST OF BECKETT & RAEDER, INC. TO AMEND CURRENT SERVICE AGREEMENT FOR LAKESIDE PARK, SIGNED AUGUST 26, 2011, IN THE AMOUNT OF \$6,000 IF NEEDED**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to table the agenda item. The motion carried unanimously.**

- 5. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO AUTHORIZE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE OF FIRE DAMAGED HOUSE LOCATED AT 589 CALDER AVENUE, BUDGETED IN LINE ITEM #101.950.000.801.023**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to authorize legal action in Washtenaw County Circuit Court to abate public nuisance of fire damaged house located at 589 Calder Avenue, budgeted in line item #101.950.000.801.023.**

Mike Radzik provided a brief overview of the condition of the rental property and lack of action on the part of the owner resulting in the need for this court action.

Trustee Eldridge asked to identify the owner of the property for the record.

Attorney Winters identified the owner as Intervest Properties LLC and the resident agent as George Elia with a West Bloomfield address.

**The motion carried unanimously.**

- 6. REQUEST OF MICHAEL SARANEN, HYDRO OPERATOR TO APPROVE PROFESSIONAL SERVICES PROPOSAL OF STANTEC OF ANN ARBOR FOR TYLER DAM PROJECT PHASE 2 IN AN AMOUNT NOT TO EXCEED \$28,000, BUDGETED IN LINE ITEM #252.252.000.801.250**

**A motion was made by Trustee Scott Martin, supported by Treasurer Doe to approve Professional Services Proposal of Stantec of Ann Arbor for Tyler Dam Project Phase 2 in an amount not to exceed \$28,000, budgeted in line item #252.252.000.801.250.**

Jeff Allen, Residential Services Director stated the request was to approve and authorize signing of the proposal and provided a brief overview of the project. He said the dam was regulated by the State of Michigan Department of Environmental Quality.

Supervisor Stumbo stated the Road Commission was concerned about the condition of the roadway over the top of the dam.

**The motion carried unanimously.**

- 7. RESOLUTION NO. 2014-12, TEMPORARY ROAD CLOSURE REQUEST OF GRACE FELLOWSHIP CHURCH AND ST. MARK LUTHERAN CHURCH FOR A "COMMUNITY STREET FAIR (BLOCK PARTY)"**

Clerk Lovejoy Roe read the Resolution into the record.

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve temporary road closure request of Grace Fellowship Church and St. Mark Lutheran Church for a "Community Street Fair (Block Party)" (see attached). The motion carried unanimously.**

#### **OTHER BUSINESS**

Supervisor Stumbo explained the following three items were agreed to be added under Other Business during the Work Session:

- 1. 2014 GREEN OAKS RATES**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to authorize the rate fee schedule for the 2014 Green Oaks Rates (see attached).**

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Supervisor Stumbo briefly described the rate fee schedule.

**The motion carried unanimously.**

**2. REQUEST OF RON FULTON, BUILDING DIRECTOR TO AUTHORIZE LEGAL ACTION IN WASHTENAW CIRCUIT COURT FOR BAIRD APARTMENTS AT 1625, 1635, 1645 AND 1655 PARKWOOD AND FIRST CLASS IMPORT AUTO SALES AT 827 E. MICHIGAN AVENUE.**

**A motion was made by Treasurer Doe, supported by Trustee Eldridge to authorize legal action in Washtenaw County Circuit Court for Baird Apartments at 1625, 1635, 1645 and 1655 Parkwood and First Class Import Auto Sales at 827 E. Michigan Ave.**

Ron Fulton, Building Director provided the name of the owner of the Baird Apartments, Charles E. Baird Revocable Trust. He stated Mr. Baird and his son, Edward Kopp, were in the audience. He stated the owner of the First Class Import Auto Sales was Mohammed Bagherzadeh.

Edward Kopp, owner of the Parkwood properties, stated they were working to resolve this problem as quickly as possible. He stated he had offered to pay the moving expenses incurred by the current occupants for relocation. Mr. Kopp said that once the building was unoccupied they would commence correcting the existing problems, but was unsure at this time if it would be renovated or demolished.

Attorney Winters briefly outlined the legal actions to be taken.

Supervisor Stumbo stated it was alarming that the tenants had to heat their apartments with the gas stove.

Mr. Kopp responded it was discovered, when the Fire Marshal arrived, that the wall furnaces were operational but the occupants were under the impression their gas bill would be lower if they used the kitchen stove instead of the furnaces. He stated the mold was a surprise, when questioned by Supervisor Stumbo.

**The motion carried unanimously.**

**ADJOURNMENT**

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

The meeting adjourned at approximately 7:48 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION NO. 2014-8

Requiring Registration of Vacant Residential,  
Commercial and Industrial Properties

**Whereas**, the Township Board has seen an increase in vacant residential, commercial and industrial properties since the foreclosure crisis in 2007, and

**Whereas**, a number of vacant residential, commercial and industrial properties have been allowed to deteriorate resulting in unsecured structures, burst water pipes, collapsed roofs, unmaintained lawns and shrubs; and

**Whereas**, the Township Board of Trustees finds that it is in the best interest of the health, safety and welfare of Township residents to regulate vacant residential, commercial and industrial properties by requiring that such properties register with the Office of Community Standards; and

**Whereas**, the ordinance requires that vacant properties be inspected, maintained and secured in accordance with the standards set forth in the 2012 International Property Maintenance Code.

**Now Therefore, Be it resolved**, that Ordinance No. 2014-435 is hereby adopted by reference.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2014-8 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 1, 2014.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI ORDINANCE NO. 2014-435

An Ordinance to Amend Chapter 48 of the Ypsilanti Charter Township Code of Ordinances to Require Registration of Vacant Single Family and Duplex Residential 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 Township neighborhoods by regulating vacant abandoned and foreclosed single family and duplex 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 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 single family or duplex residential 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 single family and duplex residential, 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 single family and duplex residential structures.

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

Owners of real property are required to register all vacant single family and duplex residential properties within 30 days of the vacancy and to reregister the properties annually thereafter. Residential owners of single family and duplex 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 single family and duplex residential 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; and if applicable, obtain necessary permits for required repairs; 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 to the standards of the Township's Property Maintenance Code and Water and Sewer Requirements set forth in Chapters 48 and 62 of the Township Code. 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 7 days. Boarding up of open or broken windows is prohibited except as a temporary measure for no longer than 30 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, 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 adoption of Ordinance No. 2014-435 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on April 1, 2014 after first being introduced at a Regular Meeting held on March 4, 2014. The motion to approve was made by member Roe and seconded by member Eldridge. Yes: Mike Martin, Eldridge, Currie, Scott Martin, Stumbo, Roe, Doe. NO: None. ABSTAIN: None.



\_\_\_\_\_  
Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti



**CHARTER TOWNSHIP OF YPSILANTI  
2014 BUDGET AMENDMENT #4 Revised**

**April 1, 2014**

**248 - RENTAL INSPECTION FUND -- REQUEST TO CHANGE FUND NAME TO--  
HOUSING & BUSINESS INSPECTION FUND**

Total Increase \$60,320.00

Increase budget to accommodate for the fees and expenditures for vacant residential property ordinance. Expenditures to cover two full-time temporary/seasonal employees, employer's portion of Medicare and deferred compensation, uniforms, equipment, and computers. This is funded by the service charge fee for vacant property inspections.

Revenues:	CHRG FOR SERV-VACANT PROP INSPECT	248-000-000-607.400	\$60,320.00
		Net Revenues	<u><u>\$60,320.00</u></u>
Expenditures:	TEMP/SEASONAL - VACANT PROP INSPECT	248-248-000-707.400	\$48,000.00
	FICA/MEDICARE	248-248-000-715.000	\$696.00
	DEFERRED COMPENSATION EMPLOYEE	248-248-000-723.000	\$624.00
	UNIFORMS-NEW AND BADGES	248-248-000-741.001	\$1,000.00
	EQUIPMENT	248-248-000-977.000	<u>\$10,000.00</u>
		Net Expenditures	<u><u>\$60,320.00</u></u>

Motion to Amend the 2014 Budget (#4) Revised:

Move to increase the RENTAL INSPECTION FUND budget by \$60,320 to \$181,605 and approve the department line item changes as outlined.

Move to change Rental Inspection Fund name to Housing & Business Inspection Fund.

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION 2014-11

### VACANT RESIDENTIAL PROPERTY FEES

**Whereas**, the Township Board has adopted Ordinance 2014-435 which provides fees to offset the Township's cost of inspections, record keeping, and securing properties;

**Now Therefore, Be it resolved**, that the following fee schedule is adopted:

#### **VACANT RESIDENTIAL PROPERTY FEES:**

\$100.00	Annual registration and annual certification inspection
\$ 50.00	Late registration if applicable, plus the cost of a title search if necessary to identify the owner
\$ 30.00	Re-inspections required for certification
\$ 75.00	Township staff response to unsecured structure plus actual cost incurred by Township to secure structure if owner fails to secure structure within reasonable amount of time
\$150.00	Administrative search warrant to inspect vacant structure, if owner permission to enter is not provided within a reasonable amount of time

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. 2014-11 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 1, 2014.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**STATE OF MICHIGAN  
MICHIGAN DEPARTMENT OF STATE AND THE  
TOWNSHIP OF YPSILANTI  
GRANT AGREEMENT**

**QUALIFIED VOTER FILE (QVF) ORACLE/EQUIPMENT UPGRADE  
PROJECT**

**FUNDED BY HELP AMERICA VOTE ACT (HAVA), TITLE II, SECTION 251**

This Grant Agreement is between the Michigan Department of State ("Department") and **Township of Ypsilanti** ("Grantee"). This document shall constitute the Grantee's agreement for the receipt of federal financial assistance provided to the Department under the provisions of Title II, Section 251, of the Help America Vote Act (HAVA), CFDA 90.401. The Department refers to this program as the QVF Oracle/ Equipment Upgrade Project.

The purpose of this grant is to upgrade the Qualified Voter File infrastructure to meet the objectives of Michigan's HAVA State Plan. In order to meet this objective, the Department must replace remote workstations for certain QVF local sites throughout the state and upgrade these sites to a more current version of the Microsoft Windows Operating System as well as the Oracle database management system. Both the current systems are facing end of life and are no longer supported.

**1. Grant Period:**

Original Grant Agreements must be signed and returned by April 4, 2014. **No photocopies, faxed copies, or altered Grant Agreements will be accepted.**

Grant Agreements should be returned to:

Zada Schriener  
Michigan Department of State  
Financial Services Division  
430 West Allegan, 4th Floor  
Lansing, MI 48918

**2. Program:**

This program provides a QVF system upgrade in 2014. A system upgrade consists of one QVF server using the Windows 7 operating system, and Oracle database software. For a list of technical specifications, please refer to the attachment A.

The equipment covered by this Grant Agreement will replace only current QVF system (s); any non-QVF software that has been locally installed on the current equipment will not be replaced. Although other uses are acceptable, the primary use of the equipment covered by this Grant Agreement must be QVF related. If this equipment is no longer used for QVF activities, the Grantee must request disposal instructions from the Department.

**3. Equipment:**

This program is a one-time purchase of computer equipment used by certain jurisdictions to access the QVF. This program includes only the equipment described in attachment A. The purchase and maintenance of additional workstations, laser printers and other peripheral equipment not included in this Grant Agreement remain the sole responsibility of each QVF site. Maintenance of the equipment included in this program is the sole responsibility of each QVF site once any applicable warranties expire.

**4. Performance:**

The Department will review and, once approved, provide the Applicant with a copy of a fully executed Grant Agreement signed by a signatory from the **Township of Ypsilanti** and the Department of State. The Department and or a designated representative will process all system orders. The Department will also coordinate the installation of these systems. Upon installation the Grantee must confirm the completion of the installation on a form provided by the Department.

**5. Ownership:**

Any equipment and software purchased pursuant to this Grant Agreement is the property of the Grantee. The jurisdiction is responsible for removing all QVF related software as well as all sensitive data prior to disposal.

**6. Records Maintenance and Retention:**

The Grantee will maintain a copy of all records pertaining to this program for a period of not less than six years from the date of the Department's final expenditure report to the federal government, or until any litigation or audit findings have been resolved. The Grantee must perform a physical inventory of the property and reconcile it with property records every two years.

**7. Mandatory Conditions:**

**Laws**

This is a State of Michigan Grant Agreement and is governed by the laws of the State of Michigan. Any dispute arising as a result of this agreement shall be resolved in the State of Michigan.

**Validity**

This Grant Agreement is valid upon approval by the State Administrative Board and approval and execution by the Department.

**Funding**

This Grant Agreement is subject to and contingent upon the availability and appropriation of federal funds and any necessary State appropriation.

**Costs**

The State will not assume any responsibility or liability for costs incurred in relation to this Grant Agreement.

**Cancellation**

The Department may cancel this Grant Agreement upon failure to comply with the terms of the grant.

**Entire Agreement**

This Grant Agreement shall represent the entire agreement between the Department and Grantee regarding HAVA funding for QVF infrastructure upgrades, and supersedes any prior oral or written agreements, and all other representations between the parties relating to this subject.

**Adherence to Terms**

The failure of a party to insist upon strict adherence to any term (s) of this Grant Agreement shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term of the Grant Agreement.

**8. Administration of Agreement:**

Questions regarding the completion and submission of this Grant Agreement or the upcoming purchase process should be directed to David Tarrant at (517) 373-2543 between 8 AM and 5 PM weekdays or by email at [tarrantd2@Michigan.gov](mailto:tarrantd2@Michigan.gov).

The Grant Administrator on behalf of the Department for this grant application and the final Grant Agreement will be:

Timothy Hanson, Director  
Program Development Division  
Bureau of Elections  
P.O. Box 20126  
Lansing, MI 48901-0726  
HansonT@Michigan.gov

All questions, comments and correspondence regarding this grant process and this Grant Agreement must be submitted in writing to the Grant Administrator.

9. Certification/Signature:

The following signatory certifies s/he is authorized to sign and bind the **Township of Ypsilanti** to this Grant Agreement. Further, the person signing has reviewed and agrees to the conditions as outlined in this grant, and has personally examined and is familiar with the information submitted herein, as well as the requirements of the Help America Vote Act under which this grant has been submitted.

For the (Washtenaw County/Township of Ypsilanti):

*Karen Lovejoy RDE*  
\_\_\_\_\_  
Name (print)

*clerk*  
\_\_\_\_\_  
Title (print)

\_\_\_\_\_  
Signature

*04-02-2014*  
\_\_\_\_\_  
Date

For the State of Michigan, Department of State:

\_\_\_\_\_  
Cindy Paradine  
Financial Services Division

\_\_\_\_\_  
Date

## ATTACHMENT A

### QUALIFIED VOTER FILE INFRASTRUCTURE UPGRADE

#### TECHNICAL SPECIFICATIONS

Base PC: OptiPlex 7010 Desktop, Core i5-3470

Memory: 4GB non-ECC DDR3 (1 Dimm)

Keyboard: USB Mouse/Keyboard

Hard Drive: 250GB HD

Operating System: Windows 7 Enterprise 64-bit

CD/DVD-ROM: DVDRW

Software: Oracle Database Version 11g, QVF

Antivirus: Symantec Endpoint Protection



**CHARTER TOWNSHIP OF YPSILANTI  
RESOLUTION NO. 2014-12**

**RESOLUTION REGARDING  
TEMPORARY ROAD CLOSURE**

Resolution authorizing the temporary road closure of S. Harris Road between Foley Avenue and Marcus Street on Saturday, May 31, 2014 from 1:00 p.m. to 4:00 p.m. for the Grace Fellowship Church and St. Mark Lutheran Church "Community Street Fair (Block Party)".

**WHEREAS**, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of S. Harris Road as indicated above; 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 Pastor Julianne Smeck of St. Mark Lutheran Church 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. 2014-12 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 1, 2014.



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Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

## GREEN OAKS GOLF COURSE

### 2014 RATE SCHEDULE

2014 WEEKDAY SPRING RATES EFFECTIVE OPEING DAY THROUGH APRIL 30, 2014		
	9 Holes	18 Holes
Walk	\$ 10.00	\$ 13.00
Ride (per person)	16.00	20.00

2014 WEEKEND/HOLIDAYS SPRING RATES 8:00 AM - NOON EFFECTIVE OPEING DAY THROUGH APRIL 30, 2014		
	9 Holes	18 Holes
Walk	\$ 14.00	\$ 20.00
Ride (per person)	20.00	32.00

2014 WEEKEND/HOLIDAYS SPRING RATES NOON-CLOSE EFFECTIVE OPEING DAY THROUGH APRIL 30, 2014		
	9 Holes	18 Holes
Walk	\$ 10.00	\$ 20.00
Ride (per person)	16.00	25.00

2014 RATES			2014 SEASONAL PASSES	
<b>*Residents</b>	<b>9 Holes</b>	<b>18 Holes</b>	<b>*Residents</b>	
Weekdays	\$ 15.00	\$ 20.00	Full 7 Days	\$ 800.00
Weekends	16.00	23.00	Spouse	225.00
Seniors - 60+ (weekdays only)	10.00	12.00	Seniors - 60+ (weekdays only)	500.00
Cart Rental (per person)	6.00	12.00		
Twilight (after 2 p.m. weekends)		18.00		
Leagues	16.00			
Seniors - 60+	11.00			
<b>*Non-Residents</b>			<b>*Non-Resident</b>	
Weekdays	\$ 16.00	\$ 23.00	Full 7 Days	\$ 1,000.00
Weekends	18.00	27.00	Spouse	355.00
Seniors - 60+ (weekdays only)	11.00	13.00	Seniors - 60+ (weekdays only)	690.00
Cart Rental (per person)	6.00	12.00		
Twilight (after 2 p.m. weekends)		20.00		

Check Date	Bank	Check	Vendor	Vendor Name	Amount
<i>HAND Checks</i>					
Bank AP AP					
03/25/2014	AP	164570	5049	BLUE CROSS BLUE SHIELD OF MI	127,833.00
03/25/2014	AP	164571	BCBS	BLUE CROSS BLUE SHIELD OF MI	30,391.97
03/25/2014	AP	164572	2002	DELTA DENTAL PLAN OF MICHIGAN	13,344.58
03/25/2014	AP	164573	0119	DTE ENERGY**	74,119.12
03/25/2014	AP	164574	6263	STANDARD INSURANCE COMPANY	2,760.62
03/25/2014	AP	164575	0480	YPSILANTI COMMUNITY	110.57
03/26/2014	AP	164576	5567	CURRENT ELECTRIC	1,116.90
03/26/2014	AP	164577	1057	MERS	400.00
03/27/2014	AP	164578	16509	CLEAR RATE COMMUNICATIONS, INC	1,148.19
03/27/2014	AP	164579	0363	COMCAST CABLE	84.85
03/27/2014	AP	164580	0363	COMCAST CABLE	137.84
03/27/2014	AP	164581	4402	TDS METROCOM	1,595.00
03/28/2014	AP	164582	0118	DTE ENERGY	17,554.18
03/31/2014	AP	164583	0044	MICHIGAN MUNICIPAL LIABILITY	172,614.00
04/01/2014	AP	164584	6821	AT & T	81.67
04/01/2014	AP	164585	6821	AT & T	266.42
04/01/2014	AP	164586	16404	WELLS FARGO FINANCIAL LEASING	1,626.32
04/02/2014	AP	164587	0174	HONEYWELL	217,577.00
04/03/2014	AP	164588	6821	AT & T	21.45
04/03/2014	AP	164589	6821	AT & T	27.44
04/03/2014	AP	164590	0363	COMCAST CABLE	84.85
04/03/2014	AP	164591	1475	VERIZON WIRELESS	83.52

AP TOTALS:

Total of 22 Checks:	662,979.49
Less 0 Void Checks:	0.00
Total of 22 Disbursements:	<u>662,979.49</u>

Accounts Payable Checks — 538,951.98

Hand Checks — 662,979.49

Choice Health Care Deductible — 53,150.23

ACH EFT March

Total 1,255,081.70

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
04/07/2014	AP	164592	15493	ADAM KURTINAITIS	630.00
04/07/2014	AP	164593	15991	ADVANTAGE MARKETING SOLUTIONS	9,718.00
04/07/2014	AP	164594	6514	ALL PRO EXERCISE	203.00
04/07/2014	AP	164595	0397	ALLIE BROTHERS, INC.	290.00
04/07/2014	AP	164596	ALTA EQUIP	ALTA CONSTRUCTION EQUIPMENT LLC	61.67
04/07/2014	AP	164597	1464	ANN ARBOR TRANSPORTATION AUTH.	82,377.00
04/07/2014	AP	164598	0022	ANN ARBOR WELDING SUPPLY CO	264.81
04/07/2014	AP	164599	A. VERBURG	AUSTIN VERBURG	8,129.00
04/07/2014	AP	164600	0215	AUTO VALUE YPSILANTI	206.98
04/07/2014	AP	164601	6397	BARR ENGINEERING COMPANY	2,975.50
04/07/2014	AP	164602	0007	BECKETT & RAEDER	409.32
04/07/2014	AP	164603	0195	BEST BUY BUS. ADVANTAGE ACCT.	15.89
04/07/2014	AP	164604	B. GRIFFIN	BRENDA GRIFFIN	100.00
04/07/2014	AP	164605	0071	BRENDA STUMBO	297.48
04/07/2014	AP	164606	6959	BUTZEL LONG	2,244.20
04/07/2014	AP	164607	0336	CHARLES POPE	224.16
04/07/2014	AP	164608	0582	CONGDON'S	173.43
04/07/2014	AP	164609	6819	DUNHAM'S SPORTING GOODS	200.00
04/07/2014	AP	164610	15987	EDGAR RAINEY	57.00
04/07/2014	AP	164611	15013	EDWARDS PLUMBING & HEATING	235.64
04/07/2014	AP	164612	2913	EMERGENCY VEHICLE SERVICES	140.27
04/07/2014	AP	164613	6951	EMERGENCY VEHICLES PLUS	636.86
04/07/2014	AP	164614	15796	FIRST DUE FIRE SUPPLY	399.50
04/07/2014	AP	164615	16094	FITZPATRICK STRUCTURAL	800.00
04/07/2014	AP	164616	15034	FONDRIEST ENVIRONMENTAL, INC	2,193.43
04/07/2014	AP	164617	0073	GENE BUTMAN FORD	548.11
04/07/2014	AP	164618	1233	GORDON FOOD SERVICE INC.	47.94
04/07/2014	AP	164619	6161	GOVERNMENTAL CONSULTANT	2,850.00
04/07/2014	AP	164620	0107	GRAINGER	390.39
04/07/2014	AP	164621	G. CRUMP	GREGORY CRUMP	48.00
04/07/2014	AP	164622	6547	HERITAGE NEWSPAPERS	135.70
04/07/2014	AP	164623	0503	HOME DEPOT	243.83
04/07/2014	AP	164624	8119	ICLE	121.50
04/07/2014	AP	164625	J. JONES	JACQUELINE JONES	230.00
04/07/2014	AP	164626	6357	JUMP-A-RAMA	905.80
04/07/2014	AP	164627	11330	LSL PLANNING INC	884.70
04/07/2014	AP	164628	6185	LUBRICATION ENGINEERS	1,137.86
04/07/2014	AP	164629	15016	LYDIA CARLTON	135.00
04/07/2014	AP	164630	MANPOWER	MANPOWER	1,386.00
04/07/2014	AP	164631	0158	MARK HAMILTON	1,500.00
04/07/2014	AP	164632	0253	MCLAIN AND WINTERS	88,548.68
04/07/2014	AP	164633	0075	MICHIGAN DISTRICT JUDGES ASSOC	200.00
04/07/2014	AP	164634	16461	MICHIGAN LINEN SERVICE, INC.	832.77
04/07/2014	AP	164635	2997	OFFICE EXPRESS	1,009.26
04/07/2014	AP	164636	1081	OKINAWAN KARATE CLUB	991.90
04/07/2014	AP	164637	0585	OVERHEAD DOOR COMPANY	496.00
04/07/2014	AP	164638	0913	PARKWAY SERVICES, INC.	120.00
04/07/2014	AP	164639	P. POWER	PETER POWER	2,275.00
04/07/2014	AP	164640	0319	PITNEY BOWES INC.**	169.99
04/07/2014	AP	164641	16008	PRIORITY ONE EMERGENCY	436.50
04/07/2014	AP	164642	QDIAG	QUEST DIAGNOSTICS	136.28
04/07/2014	AP	164643	15420	RESERVE ACCOUNT	10,000.00
04/07/2014	AP	164644	15386	RICOH USA, INC.	51.05
04/07/2014	AP	164645	6308	RRA PETROLEUM	4,632.85
04/07/2014	AP	164646	RLDUNLAP	ROY & LINDA DUNLAP	5,000.00
04/07/2014	AP	164647	15419	SERVICE ELECTRIC	12.77
04/07/2014	AP	164648	SOLOMON PL	SOLOMON PLUMBING CO	180.00
04/07/2014	AP	164649	15751	SOUTHERN COMPUTER WAREHOUSE	168.92
04/07/2014	AP	164650	3002	SPARTAN CHASSIS, INC.	336.32
04/07/2014	AP	164651	16364	SPICER GROUP	480.00
04/07/2014	AP	164652	1338	STADIUM TROPHY	270.22
04/07/2014	AP	164653	0632	STERICYCLE INC	149.41
04/07/2014	AP	164654	11025	TAMMIE KEEN	114.30
04/07/2014	AP	164655	15941	TODD BARBER	1,950.00
04/07/2014	AP	164656	4779	U.S. BANK, N.A.	70,460.00
04/07/2014	AP	164657	4779	U.S. BANK, N.A.	106,968.75
04/07/2014	AP	164658	6427	UNIMEASURE	400.29
04/07/2014	AP	164659	6523	UNIQUE 1 SERVICE	2,065.00
04/07/2014	AP	164660	6627	VICTORY LANE	62.88
04/07/2014	AP	164661	6627	VICTORY LANE	33.99
04/07/2014	AP	164662	16302	W.J. O'NEIL COMPANY	2,000.10
04/07/2014	AP	164663	2961	WAMAA	600.00
04/07/2014	AP	164664	0444	WASHTENAW COUNTY TREASURERS	112,916.45
04/07/2014	AP	164665	0480	YPSILANTI COMMUNITY	989.93
04/07/2014	AP	164666	6417	YPSILANTI TWP PETTY CASH	344.40

AP TOTALS:  
 Total of 75 Checks:

538,951.98

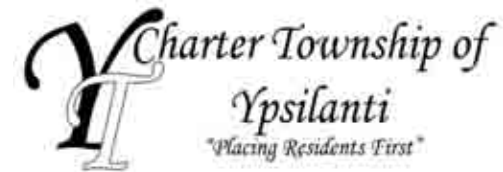
User: mharris

CHECK NUMBERS 164592 - 164666

DE: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Less 0 Void Checks:					0.00
Total of 75 Disbursements:					<u>538,951.98</u>

OFFICE OF THE TREASURER  
LARRY J. DOE



MONTHLY TREASURER'S REPORT  
MARCH 1, 2014 THROUGH MARCH 31, 2014

Account Name	Beginning Balance	Cash Receipts	Cash Disbursements	Ending Balance
101 - General Fund	4,407,091.05	77,218.40	774,543.92	3,709,765.53
101 - Payroll	139,523.61	705,220.12	696,647.85	148,095.88
101 - Willow Run Escrow	141,831.43	24.09	0.00	141,855.52
206 - Fire Department	702,770.16	7,134.36	247,054.27	462,850.25
208 - Parks Fund	12,984.93	0.32	308.23	12,677.02
212 - Roads/Bike Path/Rec/General Fund	1,073,692.73	141,647.85	202,504.41	1,012,836.17
225 - Environmental Clean-up	444,237.33	10.96	0.00	444,248.29
226 - Environmental Services	1,679,834.31	621.65	194,062.10	1,486,393.86
230 - Recreation	74,608.51	234,581.06	80,934.67	228,254.90
236 - 14-B District Court	113,487.45	134,395.93	62,911.16	184,972.22
244 - Economic Development	67,165.52	1.66	0.00	67,167.18
248 - Rental Inspections	130,051.46	9,498.25	10,637.30	128,912.41
249 - Building Department Fund	404,844.91	23,293.10	15,845.01	412,293.00
250 - LDFA Tax	305.14	229,140.25	0.00	229,445.39
252 - Hydro Station Fund	814,937.95	79,396.71	14,678.90	879,655.76
266 - Law Enforcement Fund	714,488.41	14.40	485,387.45	229,115.36
280 - State Grants	18,379.94	0.45	0.00	18,380.39
301 - General Obligation	221,722.56	17.23	0.00	221,739.79
396 - Series "A" Bond Payments	6,728.26	0.17	0.00	6,728.43
397 - Series "B" Cap. Cost of Funds	25,964.39	0.61	2,000.00	23,965.00
398 - LDFA 2006 Bonds	66,344.61	1.18	18,680.00	47,665.79
498 - Capital Improvement 2006 Bond Fund	336,052.50	57.08	0.00	336,109.58
584 - Green Oaks Golf Course	170,964.71	69.84	20,907.91	150,126.64
590 - Compost Site	1,353,293.54	2,181.68	25,205.67	1,330,269.55
595 - Motor Pool	290,267.20	7.06	7,646.64	282,627.62
701 - General Tax Collection	20,004.03	12,125.03	0.00	32,129.06
703 - Current Tax Collections	16,936,373.81	165,561.75	724,227.49	16,377,708.07
707 - Bonds & Escrow/GreenTop	834,845.97	14,452.66	500.00	848,798.63
708 - Fire Withholding Bonds	43,127.06	7.32	0.00	43,134.38
893 - Nuisance Abatement Fund	47,668.18	716.35	425.00	47,959.53
ABN AMRO Series "B" Debt Red. Cap.Int.	23,107.87	0.00	0.00	23,107.87
<b>GRAND TOTAL</b>	<b>31,316,699.53</b>	<b>1,837,397.52</b>	<b>3,585,107.98</b>	<b>29,568,989.07</b>

# SUPERVISOR REPORT

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

## **CLERK REPORT**

**APRIL 15, 2014**

Submitted by Karen Lovejoy Roe, Clerk

- MAY 6, 2014 ELECTION-On Tuesday, March 18, 2014 the Election Committee met to approve the election inspectors for the May 6, 2014 election. The absentee ballots were mailed out on Friday, April 4, 2014. Staff is working daily to process requests for absentee ballots and applications. The Clerk and Deputy Clerk attended training on Monday, April 7, 2014 for certification by the State Bureau of Elections.
- TYLER DAM-The Elected Officials attended a meeting on Wednesday, March 19, 2014 with Mike Saranen, Dam Operator and an engineer from Stantec to discuss plans to move forward with research regarding solutions to the Tyler dam problems. The group agreed to take a proposal for Phase 2 of the dam solution process to the Township Board for approval.
- CLARK TOWERS-Supervisor Stumbo, Clerk Lovejoy Roe and Treasurer Doe along with the attorney and staff from the Office of Community Standards met with representatives from National Church Register to discuss on going crime at the Towers. The group also discussed and discovered the change from the historical housing of seniors to allowing those who were not seniors to live at Clark Towers. The National Church Register management staff explained that they had requested permission from HUD to change this historical practice and had done so without the knowledge of Ypsilanti Township. This practice was vehemently opposed by the township and was expressed to the Clark Towers management group. The Township also requested an immediate meeting with the owners of Clark Towers. The management group agreed with the township to add security and change policies and procedures to correct the crime at the Towers if the owners would approve it. The Township insisted on a meeting with the owners and it was agreed such a meeting would be scheduled.
- MICHIGAN BUREAU OF ELECTIONS DISPLAY OF ELECTION EQUIPMENT-Clerk Lovejoy Roe and Deputy Clerk Nancy Wrybkowski attended a presentation of several vendors of election equipment in Lansing on Friday, March 21, 2014. Representatives from the State of Michigan Bureau of Elections are in the process of developing Requests for Proposals to purchase new election equipment for the state and requested Clerks from throughout the state to attend the display and provide evaluations of the equipment. It is expected that new equipment will be available before the next Presidential election in 2016. The equipment is designed to utilize more digital equipment and software.
- RECORDS MANAGEMENT- Clerk Lovejoy Roe is working with Graphic Sciences, a state approved manager of records, from the State of Michigan bid list to protect and digitalize the oldest of Township records. Graphic Sciences is preparing an estimate to digitalize the historical minutes from the Planning Commission and the Township Board, and also the Resolutions and Ordinances. It is planned to bring this project to the Township Board for approval as soon as possible to protect documents that are required by state law to be permanent records.
- HABITAT FOR HUMANITY-Supervisor Stumbo and Clerk Roe met with representatives from Habitat for Humanity and a new Habitat staff person hired to increase home ownership and weatherization projects in the West Willow area on Tuesday, March 25, 2014. Habitat has received a funds from the Washtenaw County Challenge Grant to conduct surveys and develop marketing in this area of the township.



- URBAN COUNTY EXECUTIVE COMMITTEE-Clerk Lovejoy Roe attended the Urban County Executive Committee meeting on Tuesday, March 25, 2014. The 2014 Urban County Action Plan was approved. The plan includes \$183,271 for an Ypsilanti/Pittsfield Township sidewalk in-fill project on Washtenaw Ave. as a part of the Re-Imagine Washtenaw Project. Habitat for Humanity was approved for \$420,000 for homeownership as a part of the 2014 Plan.
- WASHTENAW COUNTY CLERKS MEETING-Clerk Lovejoy Roe and Deputy Clerk Nancy Wrybkowski attended the County Clerks meeting in Ann Arbor Township on Wednesday, March 26, 2014. Upcoming changes in election laws were discussed. Procedures for training and conducting the August and November, 2014 elections were presented. Discussion on the new election equipment presented in Lansing was also discussed.
- WILLOW RUN CLEAN UP & RACER DEMOLITION -The elected officials along with the attorney met with Walbridge representatives and representatives from RACER to discuss the progress to date on the Willow Run Demolition. The meeting was held on Wednesday, March 25, 2014. The possibility of securing a grant regarding the economic development of the site was discussed and it was agreed that the grant application would move forward.
- TIM HORTONS -Ypsilanti Township elected officials and staff met with the owners of the new Tim Hortons located at Hewitt & Washtenaw. Ypsilanti Township agreed to provide the new owners with the EMU sports/activity schedule at the convocation center to assist their business. The new owners are very excited to be in Ypsilanti Township.
- SPARK EASTERN LEADERSHIP GROUP-Clerk Lovejoy Roe attended the Spark Eastern Leaders group on Wednesday, April 2, 2014. Updates were provided on events planned for 2014.
- REIMAGINE WASHTENAW JOINT TECHNICAL COMMITTEE -Clerk Lovejoy Roe attended the Wednesday, April 9, 2014 Re-Imagine Washtenaw Joint Technical committee meeting. There was an update of the Arts Alliance Public Art Plan. There was a discussion about the future of the Re-Imagine Washtenaw Project due to the end of funding in 2014. It was agreed that all the work that has been completed to date should be compiled and goals for 2014-15 and beyond would be developed to share with supporters and elected officials to advocate for funding and the continuation of the Re-Imagine Washtenaw coalition. RFP's have been released for a Market Analysis at the Golfside Intersection and a Design Charette for the County owned property at Platt Road, which is being considered for an affordable housing project. Funds from the Challenge Grant will be utilized for both of these studies. The plans for the MDOT Walkability Review of Washtenaw were finalized. The Walkability Review/Tour will be on April 22<sup>nd</sup> beginning at 9:15 a.m. and continuing until 3:00 p.m. Elected officials, planning commission members, planners, engineers and others have been invited to attend. Updates on joint work plans were presented by the communities.

# TREASURER REPORT

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THERE IS NO WRITTEN TREASURER REPORT

# TRUSTEE REPORT

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THERE IS NO WRITTEN TRUSTEE REPORT

# McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

61 N. HURON  
YPSILANTI, MICHIGAN 48197  
(734) 481-1120

DENNIS O. McLAIN  
WM. DOUGLAS WINTERS  
ANGELA B. KING

FAX (734) 481-8909  
[E-MAIL: mcwinlaw@gmail.com](mailto:mcwinlaw@gmail.com)

April 10, 2014

Brenda L. Stumbo, Supervisor  
Karen Lovejoy Roe, Clerk  
Larry Doe, Treasurer  
Mike Radzik, Director of Community Standards  
Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, Michigan 48197

- Re: **1. Receipt of Email from NCR Regional Manager Makeda Hunt Dated 4/10/14 Confirming That Clark East Towers Has Been Designated as a Project-Based Section 8 Apt. Complex and is Administered Through HUD; Telephone Conversation With Manager Hunt Confirming That All Section 8 Funding Received by NCR is Through HUD and Not MSHDA**
- 2. Recommendation to the Township Board to Formally Request That HUD Cease Immediately the Practice of Granting Age Exemption Waiver Requests Submitted by NCR as it Pertains to the Towers Which Exemptions are in Violation of the Township's Tax Exemption Ordinance (PILOT) and Which is Contraindicated to Clark East Towers Being Dedicated as a Senior Citizen Apartment Complex**
- 3. Recommendation That NCR Enter Into a "Municipal Service Agreement" to Offset the Exorbitant Costs Incurred by Ypsilanti Township as a Direct Result of the Washtenaw County Sheriffs' Department and the Township's Fire Department Having to Respond to Hundreds of Requests to Clark East Towers Due in Large Part to the Mismanagement and Lack of Oversight of This Apartment Complex**
- 4. Recommendation That the Township Building Department Conduct a Unit-by-Unit Inspection to Insure Compliance with the Township's Property Maintenance Code with the Cost of Inspections to be Borne by NCR; Submittal of Proof From a Reputable Pest Extermination Company That All of the Bed Bug Infestation has been Eradicated**

Township Board and OCS Director Radzik  
Clark East Towers  
April 10, 2014  
Page 2

Dear Board Members and Director Radzik:

As a follow-up to the internal discussion that was held this morning at our weekly Developmental Team Meeting regarding *inter alia* the status and future of the senior citizen apartment complex, commonly referred to as "**Clark East Towers,**" please find attached a copy of an email from NCR Regional Manager Makeda Hunt addressed to Supervisor Brenda L. Stumbo confirming that the Towers is a "**... project based Section 8. The Section 8 funding is not a portable voucher. The rent is calculated based on the 30% of the annual household income.**"

Subsequent to the receipt of this email, I received a telephone call from Regional Manager Hunt wherein she advised that NCR "**was still working on putting together their Remedial Action Plan**" for the Towers and as such, could not tell me specifically as to when our office (or for that matter, the Township) would receive their proposal. She did request that I make contact with a person by the name of Kathy McDonald who is an executive with NCR and whose office is located in Columbus, Ohio. I did telephone her as requested, however she was unavailable and as such I did leave her a "**voicemail message.**"

In any event, Manager Hunt did confirm that in order to live at the Towers all persons must qualify for Section 8 housing financial assistance; however, the amount of assistance received for any individual unit may vary depending upon the Tenant's annual household income. For example, in some cases **100%** of the rent may be funded by HUD while others may have a lesser amount due to having an annual income that meets the threshold requirements of HUD. She did, however, make clear that the funding received by NCR comes directly from HUD and not MSHDA.

That being said, since the Township has yet to receive a formal "**Remedial Action Plan**" from NCR, it is the recommendation of our office and the Township's full-time elected officials that the Township Board formerly request HUD to cease immediately the practice of granting "**Age Exemption Waiver Requests**" that have been submitted by NCR as it pertains to Clark East Towers. As stated in numerous letters, the principal reason as to why this apartment complex received a PILOT subsidy in the first place was to insure that the Township's Seniors would have a dignified place to live during the remainder of their lives and not be subjected to the criminal activity that has taken place at this complex during the last several years.

Township Board and OCS Director Radzik  
Clark East Towers  
April 10, 2014  
Page 3

Furthermore, this practice of granting "**Age Exemption Waiver Requests**" to NCR is in violation of the Township's **Tax Exemption Ordinance** and was never submitted to the Township Board for approval. Thus, this practice should end immediately.

In addition, it is my recommendation that any individual who has not reached the age of 62, as required by the Township's Tax Exemption Ordinance, at the time their current lease expires, be required to seek housing elsewhere. Again, Clark East Towers was intended to be for the benefit of senior citizens and as you may recollect from a previous article that I forwarded to your attention, there are **10,000** baby boomers who attain the age of 62 throughout the United States on a daily basis. These numbers are also supported by the demographic data received from Planning Director Joe Lawson that was prepared by SEMCOG which shows that per the 2010 Census, the number of senior citizens living in the Township increased nearly 29% as compared to the number of seniors who lived in the Township back in 2000. This percentage will continue to increase due to the large number of "**Baby Boomers**" and thus NCR should not have any problem finding seniors who are 62 or older to live in Clark East Towers.

In addition, it is my recommendation and that of the Township officials that NCR enter into a **Municipal Service Agreement** to offset the exorbitant costs incurred by Ypsilanti Township as a direct result of the Washtenaw County Sheriffs' Department and the Township's Fire Department having to respond to hundreds of requests to Clark East Towers due in large part to the mismanagement and lack of oversight of this apartment complex. As you are aware from my letter addressed to OCS Director Radzik and WSCD First Lt. Jim Anuszkiewicz last evening, the thousands of pages I have received from the Sheriffs' Department as the result of having to respond to this complex during the last 3½ years is absolutely shocking and totally unacceptable.

Obviously, if the Township had been made aware as to how this apartment complex was going to be managed, we would have required a Municipal Service Agreement to be entered into between the parties back in 2010. The purpose of this Municipal Service Agreement is to partially offset the financial costs being incurred by the Township and having to provide an inordinate amount of response time by the Sheriff and Fire Departments as well as other Township services as evidenced by the number of Calls For Service. In that regard, please find enclosed a copy of the charts prepared by Director Radzik which graphically depict the dramatic increase in the "**Calls For Police and Emergency Services**" at Clark East Towers from 2010 through the present.

Township Board and OCS Director Radzik  
Clark East Towers  
April 10, 2014  
Page 4

In fact, from 2010 to 2013 those Calls For Emergency Services have increased over **100%** and are on track to exceed the 2010 number by **175%** during 2014. It is unfair to the Township and its taxpayers for this apartment complex to receive a tax subsidy while at the same time utilizing the police and emergency services at an increasingly alarming rate which again, in my opinion, is due to the lack of due diligence and management on the part of NCR.

Finally, this will also confirm our discussion during today's Developmental Team Meeting that the Township's Building Department be allowed to conduct a unit-by-unit inspection of all apartments within Clark Towers with said costs being paid for by NCR in light of the issues that have already come to light, to wit: hoarding/blight and the ongoing battle to eradicate the bed bugs that apparently have also moved into Clark East Towers. The only way this apartment complex can once again return to being a premier Senior Citizen Housing Complex is for all of these recommendations to be implemented forthwith by NCR.

If after review of this correspondence and attachments you have any questions or I can be of further assistance, please contact me.

Very truly yours,



Wm. Douglas Winters  
/ck  
Enclosures

cc: Trustees  
Ron Fulton  
Joe Lawson  
Bill Elling  
Jill Kulhanek  
Linda Gosselin  
Brian McCleery  
Eric Copeland, Fire Chief  
Vic Chevrette, Fire Marshall  
Lt. Jim Anuskiewicz  
Dennis O. McLain

# ATTORNEY REPORT

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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.

(Ord. No. 2006-370, § I, 1-16-07)

**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.

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



**Recreation Department/  
Community Center**

2025 East Clark Road  
Ypsilanti, MI 48198  
Phone: (734) 544-3807  
Fax: (734) 544-3888  
50 & Beyond: (734) 544-3838  
[www.ytown.org](http://www.ytown.org)

*Charter Township of Ypsilanti*

**TO:** Ypsilanti Township Board of Trustees

**CC:** Jeff Allen, Residential Services Director

**FROM:** Art Serafinski, CPRP, Recreation Director

**DATE:** March 3, 2014

**RE:** **Request from Beckett & Raeder, Inc. – Additional Services Proposal for Lakeside Park**

Included with this communication please find a letter from Brian D. Barrick, LLA (Beckett & Raeder), who is our project manager for the Lakeside Park Improvement project. As you are aware, we have encountered several challenges with moving this project forward. These challenges have been a result of the unique way we have put the project together (several partnerships, working with two different contractors, constructing a boathouse by using a design/build method, having EMU take the lead with the boathouse portion of the project, coordinating the work of both contractors, and working with EMU to ensure Township requirements & the grant requirements are followed). Because of this, the project has taken a considerable amount of extra time, additional meetings, and several changes to the plans. The additional time and effort has been well beyond what is typical for this type of project.

As you will see, Beckett and Raeder is asking for additional funding (not to exceed \$6,000.00) to complete the project. After reviewing their contract with the Township (also included with this communication) and being completely involved with all aspects of this project, I believe their request is reasonable.

We respectfully ask that this item be placed on the March 18, 2014 Board meeting agenda for consideration. I will be in attendance at the Board meeting and work session to answer any questions you may have.

February 20, 2014

**Mr. Arthur Serafinski**  
Charter Township of Ypsilanti  
2025 E. Clark Road  
Ypsilanti, MI 48198

**RE: Additional Services Proposal for Lakeside Park  
Charter Township of Ypsilanti**

  
*initiative*

Dear Mr. Serafinski,

Beckett and Raeder Inc. is pleased to submit this letter proposal for additional professional services to facilitate successful implementation and closeout of the Lakeside Park Improvements and Community Boathouse contracts.

As you are aware, the design/build construction process selected for the Community Boathouse contract has resulted in significantly more coordination time than normally required in a traditional bidding and construction process. BRI and Township staff have expended considerable time providing guidance to EMU and its contractor to ensure the design/build process and completed building remain in accordance with MNRTF grant requirements. This guidance has included review of building plans, building design changes, proposed building change orders, and coordination of building schedule delays. All have resulted in additional meetings and coordination with MNRTF, project funding partners, and the Park Improvements contractor. As a result, BRI is approaching its allocated fee for MNRTF Grant Administration which includes grant related coordination between MNRTF and the Park Improvements and Community Boathouse contracts.

In order to facilitate successful implementation and grant closeout of both contracts, BRI is requesting additional services for extended MNRTF Grant Administration. We propose a Not-to-Exceed fee of \$6,000 to be billed at hourly rates established in our existing agreement with the Township.

We look forward to enjoying the completed projects with you! If you have any questions or need additional information, please feel free to contact us for further discussion.

Sincerely,



Brian D. Barrick, LLA  
Senior Landscape Architect

**Beckett & Raeder, Inc.**  
535 West William, Suite 101  
Ann Arbor, MI 48103

734 663.2622 ph  
734 663.6759 fx

Petoskey Office  
616 Petoskey St., Suite 100  
Petoskey, MI 49770

231 347.2523 ph  
231 347.2524 fx

Traverse City Office  
921 West 11th St., Suite 2E  
Traverse City, MI 49684

231 933.8400 ph  
231 944.1709 fx

Toledo  
419.242.3428 ph

**SERVICE AGREEMENT**  
Charter Township of Ypsilanti  
Lakeside Park Improvement Project  
Project #: 201134

**Firm:** Beckett & Raeder, Inc.  
535 West William, Suite 101  
Ann Arbor, MI 48103  
734.663.2622

**Client:** Charter Township of Ypsilanti  
Township Civic Center  
7200 S. Huron River Drive  
Ypsilanti, MI 48197  
734-544-3807 (Art Serafinski)

This Service Agreement ("Agreement") is between the Firm and Client and is effective on the date last signed by both parties. Client desires to retain Firm as an independent contractor to provide certain services and/or deliverables under the conditions set forth in this Agreement, and Firm desires to provide those services and/or deliverables.

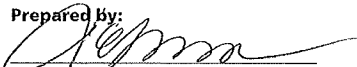
For each project under this Agreement ("Project"), Firm and Client shall agree on a written Scope of Work ("Scope") that shall contain a description of one or more of the following, as applicable:

1. any and all documents, renderings, photographs, drawings, summaries, reports, analysis, studies or other written materials to be created and/or delivered by Firm ("Written Materials");
2. the services to be provided by Firm ("Services");
3. milestone and completion dates for each Written Material and Service;
4. the amount and timing of fees and expenses to be paid by Client to Firm for each Written Material and Service; and
5. all information and materials to be provided by Client as necessary for Firm to complete each Written Material and Service.

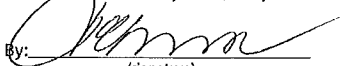
Written Materials and Services are collectively referred to as "Deliverables." Each Scope shall be attached to this Agreement and subject to the terms and conditions of this Agreement.

This Agreement is comprised of this cover page, the Terms and Conditions attached to this cover page and each Scope executed by the parties. Client's signature is required below and its initials are required at the end of the Terms and Conditions.

**Prepared by:**

  
Deborah J. Cooper, Principal

**AGREED AND ACCEPTED:  
BECKETT & RAEDER, INC. / BRI, INC.**

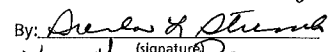
By:   
(signature)

Name: Deborah J. Cooper  
(printed)

Title: Principal

Date: August 12, 2011

Charter Township of Ypsilanti  
(Client's Full Legal Name)

By:   
(signature)

Name: Karen L. Stumbo  
Karen L. Stumbo  
(printed)

Title: Supervisor

Date: 8/26/11

## TERMS AND CONDITIONS

### **Warranties and Disclaimer.**

Firm warrants that (a) all Deliverables provided to Client shall be Firm's original work, or that Firm will have acquired all rights necessary to fulfill its obligations under this Agreement and each Scope; (b) all Deliverables shall be provided in a diligent, prompt, and professional manner by individuals with the necessary knowledge and training to provide such Deliverables; and (c) all Deliverables will be provided in accordance with the milestones agreed to in the applicable Scope; provided that Client timely, accurately and completely performs all of its obligations under this Agreement and the Scope. The warranties described in this Section are the only warranties Firm makes under this Agreement. FIRM DISCLAIMS, AND CLIENT HEREBY WAIVES, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

### **Indemnity.**

Subject to any limitations stated in this Agreement, Firm will defend Client against any third party claim, demand or suit ("Claim") alleging injuries to person and/or damage to tangible property arising out of the negligent act, error or omission of Firm, its subcontractors and/or agents in performance of Firm's obligations under this Agreement, and shall indemnify and hold Client harmless from and against any and all damages, fines, penalties, costs, expenses and/or fees (including reasonable attorneys' fees) awarded or assessed against Client in association with the Claim, or reached through a negotiated settlement of the Claim. Firm will not be obligated to defend, indemnify and/or hold Client harmless from and against any Claim to the extent such Claim results from the negligent acts, errors or omissions of Client, its subcontractors or agents. In order to receive the Indemnification in this Section, Client must promptly notify Firm of the assertion of the Claim; allow Firm to retain sole and exclusive control over the defense and/or settlement of the Claim; and cooperate with Firm, at Firm's expense, in the defense and/or settlement of the Claim. This Section sets forth Firm's sole indemnification obligations, and Client's sole indemnification remedies, in association with the Claims described above.

### **Insurance.**

Upon request, Firm will furnish the Client with a written description of insurance coverages being maintained by Firm, which may be related to Firm's provision of Deliverables. No oral representations regarding Insurances shall be binding upon Firm.

### **Termination.**

This Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice to the other party. In the event of termination, Firm shall be paid all amounts due and owing from Client for Firm's performance up to the effective date of termination. Upon payment of all such amounts, Firm shall deliver to Client all Written Materials under each Scope, whether in final form or as works in process; provided that Firm assumes no liability for the use of any Written Materials that are a work in process upon delivery to Client, unless specifically agreed to in writing by Firm. All provisions of this Agreement relating to ownership, indemnification and limitations of liability shall survive termination of this Agreement.

### **Payment.**

~~Firm shall bill for Deliverables, and reimbursable costs incurred, on a periodic basis as set forth in the Scope. Each invoice shall be due and payable within thirty (30) days of receipt by Client. If an invoice is not paid within this time period Firm may, upon seven (7) days written notice to Client, suspend provision of Deliverables under the applicable Scope until all past due amounts are paid. In addition, invoices over sixty (60) days past due may be charged monthly interest at the rate of eighteen percent (18%) per annum on the unpaid balance or the highest lawful rate, whichever is less.~~

### **Cost Estimates.**

Since Firm has no control over the cost of labor and materials or over competitive bidding and/or market conditions, any estimates of equipment, construction or operating costs will be made on the basis of Firm's experience, but Firm does not warrant the accuracy of such estimates as compared to contractors' bids or actual costs incurred.

### **Client Responsibilities - Generally.**

Client shall provide Firm with all access to Client's personnel, facilities, computers, materials and all other equipment reasonably necessary for Firm to provide the Deliverables as specified in the applicable Scope. Client will obtain any consent required from a third party to permit Firm to access and use that third party's hardware, software or other proprietary material under Client's possession and control in order for Firm to provide the Deliverables under the applicable Scope. Client warrants that it shall timely, accurately and completely perform those obligations and assume those responsibilities specified in this Agreement and in each applicable Scope, including, but not limited to, the timely rendering of all required decisions and approvals. Should Client fail to comply with this warranty, Firm shall receive an appropriate extension of time to provide the Deliverables under the applicable Scope, and Client shall reimburse Firm for all additional direct costs or expenses incurred by Firm as a result of Client's noncompliance.

### **Site Access and Security.**

Client shall obtain authorization for entry and use of land as necessary for Firm to timely perform its obligations under this Agreement. Client shall be solely responsible for any claims arising from the disturbance of surface or subsurface lands or waters caused by the performance of any of Firm's obligations under this Agreement, except for such damage as caused by the sole negligence of Firm.

**Site Conditions.**

Client recognizes that the presence of hazardous materials or pollution on or beneath the surface of a site may create risks and liabilities. Firm has neither created nor contributed to the presence of any hazardous materials or pollution. Consequently, Client recognizes and hereby acknowledges that this Agreement accordingly limits Firm's liability.

**Federal / Local Right to Know Compliance.**

In compliance with the Federal Hazard Communication Standards and applicable local laws or ordinances, Client shall provide Firm with a list of hazardous substances in the work place to which Firm employees or subcontractors may be exposed in performance of its obligations under this Agreement and each Scope. Client shall also provide a listing of protective measures in case exposure to said hazardous substances occurs.

**Shop Drawings.**

If shop drawing review is provided under a Scope, Firm will check and review samples, catalog data, schedules, shop drawings laboratory, shop and mill tests and materials and equipment, and all other data which the contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the construction Contract Documents.

**Construction Phase Services.**

When authorized to provide construction observation or construction management services, Firm's liability with regard to the compliance of construction to Construction Documents prepared by Firm shall be only as expressly described in the Scope.

**Ownership and Use of Deliverables.**

Unless otherwise expressly provided in a Scope, Firm will own all rights, title and interests, including intellectual property rights, in and to all Deliverables and other materials created in connection with or pursuant to this Agreement. No Deliverables will be considered "works made for hire" as that term is used in association with the U.S. Copyright Act. Nothing herein shall be construed to restrict, or constitute an assignment of, any of Firm's rights or proprietary interests in its methodologies, techniques, technology or products. Upon the payment of all amounts owed to Firm under the applicable Scope, Client will own its copies of all Deliverables provided to Client by Firm, and may copy, use, modify, adapt, translate and distribute all such Deliverables within its organization without restriction. The Deliverables may be used only for Client's business purposes as described in the applicable Scope. Any reuse or other use of any Deliverables after they have left the custody of Firm shall be at Client's sole risk without liability to, or cause of action against, Firm.

**Limitation of Liability.**

In recognition of the relative risks, rewards and benefits of the Projects to both the Client and the Firm, the risks have been allocated such that the Client agrees that, regardless of the form of action or theory of recovery, in no event shall Firm be liable to Client in connection with this Agreement and/or Deliverables for any (a) indirect, special, exemplary, consequential, incidental or punitive damages, even if Firm has been advised of the possibility of such damages; (b) lost profits, lost revenue, lost business expectancy, business interruption losses or benefit of the bargain damages; (c) act or omission of any third party, except for Firm's authorized subcontractors; and/or (d) direct damages in an amount in excess of all amounts received by Firm under the Scope under which the claim arose or \$100,000, whichever is less. These limitations apply to, without limitation, Firm's negligence, errors, omissions, strict liability, and breach of contract.

**Dispute Resolution.**

Any dispute between the parties arising out of or related to this Agreement and/or the Deliverables shall be initially submitted to non-binding mediation and in such event each party shall be equally responsible for the expense of the neutral mediator. If mediation is unsuccessful or is not commenced within thirty (30) days of written notice to the other party of a dispute, the dispute shall be resolved by arbitration. These dispute resolution procedures shall be conducted in accordance with the Construction Industry Rules of the American Arbitration Association and the arbitrator(s) shall have the power to award legal and equitable remedies. Judgment upon the award may be entered in any court having jurisdiction thereof. Nothing herein shall prevent either party from seeking injunctive or other equitable relief from a court of competent jurisdiction pending the conduct and outcome of arbitration.

**No Employee Solicitation.**

During the term of this Agreement and for a period of one (1) year after its termination, Client shall not hire, solicit for hire, use, and/or contract with any individual(s) who was or is a Firm employee during the term of this Agreement. Client stipulates to the reasonableness of this provision to protect Firm's legitimate business interests in its workforce.

**No Third Party Rights.**

This Agreement does not create any rights or benefits to parties other than the Client and Firm.

**Independent Contractor Status**

Firm is an independent contractor and not an employee, agent, joint-venturer or partner of Client. Firm has no authority to create any obligations for Client, is not entitled to any benefits of Client employees, and is responsible for its own costs and legal responsibilities of doing business, including insurance, taxes, workers compensation, equal opportunity compliance, immigration requirements, and employment benefits.

**Subcontractors.**

Unless expressly prohibited in a Scope, Firm may use subcontractors to provide Deliverables for Client.



**Assignment.**

Customer may not assign this Agreement, or any Scope, in whole or in part, without Firm's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

**Force Majeure.**

Firm shall not be responsible or liable for any delays, errors or increased costs in the provision of Deliverables that are due to causes not within its reasonable control or are caused by the acts or omissions of third parties including, but not limited to, weather conditions, fire, theft, vandalism, strikes or labor disputes, war, disasters, acts of god, material shortages, supplier price increases, fuel shortages, or similar occurrences.

**Notices.**

All notices required to be given in writing shall be delivered by mail, courier, hand-delivery, facsimile, or email, and shall be effective upon receipt; provided that the sender shall have the duty of demonstrating receipt.

**Waiver.**

Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective and no waiver shall be implied from a failure of either party to exercise a right or remedy.

**Governing Law.**

This Agreement shall be deemed to have been made in the State in which the Deliverables are provided and shall be governed by, and construed in accordance with, the laws of that State.

**Severability.**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the fullest extent that it is valid and enforceable under applicable law. All other provisions of this Agreement shall remain in full force and effect.

**Entire Agreement - Amendment / Modification.**

This Agreement, which includes these Terms and Conditions and all Scopes, is the sole understanding of the parties with respect to the stated subject matter and may be amended only by a written agreement signed by both parties. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form.

Initial here:   DJG   (Firm) \_\_\_\_\_ (Client)

## ATTACHMENTS

The following attachments are incorporated as part of this Agreement.

- x Cover Letter
- x Project Understanding
- x Scope of Work
- x Professional Fees and Reimbursable Expenses

## MODIFICATIONS TO THE CONTRACT

The paragraph of the contract titled '*Payment*' shall be omitted and the following paragraph inserted:

### *Payment*

Beckett & Raeder will invoice on a monthly basis and the Township will pay Beckett & Raeder on a periodic basis in accordance with the Township's billing cycle.

Initial Here BR (Firm) Initial Here \_\_\_\_\_ (Client)

B R i  
**Beckett&Raeder**

*Landscape Architecture  
Planning, Engineering &  
Environmental Services*

May 27, 2011

Mr. Arthur Serafinski  
Charter Township of Ypsilanti  
2025 E. Clark Road  
Ypsilanti, MI 48198

Regarding: **Professional Services Proposal for Lakeside Park  
Charter Township of Ypsilanti**

*i  
initiative*

Dear Mr. Serafinski,

We are pleased to submit a proposal to the Charter Township of Ypsilanti for the professional design services for Lakeside Park. Thank you for providing us this opportunity. Beckett & Raeder enjoyed meeting with you and the folks from EMU to review the services you are requesting. We look forward to the successful implementation of such a unique collaboration of efforts, and the opportunity to provide professional landscape architectural and engineering services to enhance the recreational opportunities of the property while protecting the natural features.

Beckett & Raeder, Inc. takes pride in the service and level of commitment we provide our clients. Our staff of professionals is well qualified to take on this project, and have time in our schedules to accommodate a project of this magnitude and duration. Our team has considerable experience in implementing MNRTF grants.

We have several core design principles in our approach:

**LID/Green design/Innovative Storm Water Management** is integral to all of our projects and something our staff is committed to. The key to this principle is recognizing the natural systems and designing to protect and enhance them.

**Access to Recreation** is a concept that we are passionate about. We strive to make projects seamlessly/universally accessible to all patrons. While designing/renovating facilities for accessibility, we work hard to identify solutions that are a good fit with the context of the design, that respect the natural resources and the architecture, and wherever possible are universally accessible.

**Complete Streets/Designing for all people and mode of transportation** is a current topic in most communities today. BRI has been practicing these concepts for over 40 years, and applying them not only to streets environments but also to all of our projects. These concepts are as relevant to a park or campus project as they are to a street corridor.

**Beckett & Raeder, Inc.**  
535 West William, Suite 101  
Ann Arbor, MI 48103

**Petoskey Office**  
616 Petoskey St., Suite 100  
Petoskey, MI 49770

**Traverse City Office**  
800 Cottageview, Suite 211B  
Traverse City, MI 49684

**Toledo Office**  
419.242.3428 ph

734.663.2622 ph  
734.663.6759 fx

231.347.2523 ph  
231.347.2524 fx

231.933.8400 ph  
231.944.1709 fx

[www.bria2.com](http://www.bria2.com)

Creating Spaces for People overlaps the Complete Streets principle but takes it a step further. Not only do we design to functionally meet the requirements of all individuals, we also design to enhance spaces for peoples comfort, activity, and enjoyment.

Having been in business for over 45 years, Beckett & Raeder, Inc. has completed thousands of projects throughout the state of Michigan and beyond. Because we are a relatively small firm, we have the ability to focus on what we do well, most notably serving our clients. We pride ourselves on our ability to act quickly, respond promptly and remain flexible to comprehensively serve our clients' needs. We consider parks experience as one of our design strengths, as evidenced by our numerous award-winning projects.

*i*  
*initiative*

We hope you enjoy our proposal and look forward to sharing our ideas with you. We are very excited about being a part of your team.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Deborah J. Cooper', with a long horizontal flourish extending to the right.

Deborah J. Cooper, LLA, Principal

## UNDERSTANDING OF THE PROJECT / SCOPE OF SERVICES

### Charter Township of Ypsilanti

### Lakeside Park Improvement Project

*Revised August 12, 2011*

#### TEAM

The professional design team for the Lakeside Park Improvement Project has been configured to leverage the breadth of talent and expertise of Beckett & Raeder's staff. As such, the project team responsibilities will be as follows:

Deborah J, Cooper, LLA, Principal in Charge  
Brian Barrick, LLA, Senior Landscape Architect, Project Manager  
Heath Hartt, PE, Senior Engineer  
Chris Grobbel, PhD, Environmental  
Kate Roebuck, Project Professional

Combined we have approximately a century of experience! We are well versed in Low Impact Development and Innovative Storm Water Management principles, and approach all of our projects with these principles in mind. We combine our landscape architectural and engineering backgrounds to preserve and improve sensitive natural environments.

#### MICHIGAN NATURAL RESOURCES TRUST FUND GRANTS EXPERIENCE

BRI has written and/or implemented Michigan Natural Resources Trust Fund Grants for many of our clients including:

- Ypsilanti Township
- West Bloomfield Township Parks and Recreation Commission
- Village of Hudson
- Village of Dundee
- City of Pleasant Ridge
- City of Tawas
- Pittsfield Township
- City of Lapeer
- City of Rogers City
- Washtenaw County

#### MICHIGAN ACCESS TO RECREATION EXPERIENCE

BRI has implemented several projects through the Access to Recreation Program including:

- J. W. Wells State Park Accessibility Improvements
- Rifle River State Recreation Area Accessibility Improvements
- Brighton State Recreation Area Accessibility Improvements
- Pinckney State Recreation Area Fishing Pier and Picnic Area

## PROJECT UNDERSTANDING

Lakeside Park is an existing Ypsilanti Township park situated on Ford Lake. Ford Lake covers approximately 978 acres and is a significant recreation resource in the region. Lakeside Park is the Township's easternmost park on Ford Lake.

This project is an incredible tribute to Ypsilanti Township, WCPRC, EMU and SASRC coming together for a common goal. All will contribute to funding the construction of the park improvements that will create or expand opportunities in the park for walking/hiking, cross country skiing, nature viewing, boating, rowing, fishing, outdoor/environmental education, and picnicking. Ypsilanti Township will have ownership over all improvements and will jointly operate community recreational programs with WCPRC. For rowing related community programs, the EMU Rowing Team and SASRC will assist with instruction and provide equipment for community use. Ypsilanti Township will make arrangements for the EMU Rowing Team and SASRC to utilize the community facility and Ford Lake access for their respective team activities.

A master plan for development of Lakeside Park has been developed and will be implemented in phases . This proposal is for development of the first phase consistent with the grant application and includes universally accessible boat docks, fishing docks, scenic overlooks, non-motorized pathways, outdoor classroom and picnic shelter, site furnishings, community boathouse, parking, and bioswales for treatment and infiltration of storm water. Benches, trash receptacles and interpretive signage are proposed where views, sun/shade patterns, or interesting natural features make them appropriate. A universally accessible transfer station will be provided for access to boating opportunities. The docks will also include universally accessible features for fishing such as multiple height railings and pole rests.

The community boathouse will include universally accessible multi-purpose space, restrooms, emergency shower, and equipment storage. All planning of the boathouse's interior spaces, construction drawings, specifications, permitting, and construction administration for the boathouse will be handled by EMU. Beckett & Raeder, Inc. will handle the site work and will bring utility services to within 5 feet of the building based on loads provided for the building by EMU. All disciplines (architectural, structural, mechanical and electrical, etc.) for the boathouse will be by EMU.

On a procedural level, BRI understands that the project is being partially funded (37%) by a MNRTF Grant in the amount of \$500,000, providing a total project budget of \$1,350,100. The costs for the Boathouse to be designed by EMU is \$279,130. As the author of the grant application, BRI is familiar with the funding sources and the scope of the first phase project and the multi-jurisdictional team involved and their respective responsibilities. With this background, BRI can avoid the duplication of effort that would be required to get up to speed on this multi-faceted project. As listed above, BRI has a long history of successfully producing MNRTF Grant applications and implementing the awarded projects. Through repeated and continuing experience, we are intimately familiar with the Trust Fund Board's latest design, review, construction, and grant reimbursement requirements. Along with this Trust Fund grant experience, BRI's park planning, design, and environmental experience make us uniquely qualified to assist Ypsilanti Township with the specific combination of skills needed for successful improvement of Lakeside Park.

## SCOPE OF SERVICES

### TASK 1: PRE-DESIGN SERVICES (3-4 WEEK DURATION)

#### 1.1 Site Survey

BRI will work with staff to assemble all available site information and to determine the requirements for survey information to conduct the design and engineering effort. Due to the topographic complexity and number of trees on the wooded Lakeside Park site, BRI will discuss with staff various survey alternatives available to minimize cost while obtaining information needed for complete and accurate construction documents. BRI will develop a Request for Proposal addressing requirements of the local ordinance to obtain competitive proposals for the survey work identified, and recommend award of contract to the client. The cost of the professional survey will be paid for by the client.

#### 1.2 Soil Borings

The BRI Team will work with staff to determine the requirements for soil borings for the site development. The borings will address information needed for design of innovative (LID/green) stormwater solutions. BRI will develop a Request for Proposal addressing engineering requirements to obtain competitive proposals for the geotechnical information needed to complete the work. EMU will provide requirements for borings associated with the building, to be included in the RFP. The cost of soil borings and geotechnical analysis will be paid for by the client.

#### 1.3 Meeting

BRI will meet with parks staff to determine project requirements, review any permitting requirements for the project, and develop an overall schedule for project delivery. At this meeting we will also discuss procedures for involving the partner organizations. However, BRI understands that the Township will serve as the coordinating agency for all involvement and communication between the partner organizations.

#### 1.4 Wetland Delineation

The BRI Team will identify any possible wetland areas and delineate through on-site observations. We will flag the wetland to be surveyed as part of Task 1.1 above.

### TASK 2: DESIGN DEVELOPMENT (6-8 WEEK DURATION EXCLUDING AGENCY REVIEW PERIODS)

The purpose of this phase is to establish character, materials, and the horizontal and vertical design controls for the project to allow subsequent preparation of drawings and specifications for construction, and to secure necessary approvals from the Township and regulatory agencies having jurisdiction over the project. Specifically, this phase will include the following tasks:

#### 2.1 Meeting

The BRI Team will meet with the parks staff to review the site plan and establish final design direction for Lakeside Park.

#### 2.2 Cost Estimates

The BRI Team will update the cost estimate during this phase and review with staff to confirm compliance with the project budget.

#### 2.3 Develop site systems including:

- Trail and signage materials and content
- Shelter character and materials
- Parking lot materials (possible porous pavement)
- Boardwalk/Fishing Platform character and materials
- Earthwork for accessibility and drainage
- LID Storm Water Management Features
- Landscape Restoration and Plantings

#### 2.4 Plan Review

BRI will work with staff to determine the proper review procedures for the project including: Partner Review, Site Plan Approval, Washtenaw County Water Resources Commission Review, and Permitting. All printing and mailing costs associated with plan reviews shall be a reimbursable expense.

#### 2.5 Coordinating Architectural, Mechanical, Electrical and Structural

BRI will coordinate site work with the Boathouse disciplines being designed independently by EMU. Coordination is anticipated to include determining a finished floor elevation and location of required utility leads. The building itself including foundations, subgrade, floor slab, pre-engineered building, architectural, mechanical, electrical, structural, and all interior enhancements and furnishings will be designed and documented by EMU.

### **TASK 3: WORKING DRAWINGS AND SPECIFICATIONS (6-8 WEEK DURATION EXCLUDING AGENCY REVIEW PERIODS)**

This task involves the preparation of all drawings and specifications necessary to completely and accurately describe the proposed work for bidding and construction.

#### 3.1 Drawings

The complete set of working drawings to be prepared by BRI will include, but not necessarily be limited to, the following:

- Survey of Existing Conditions
- Demolition Plans
- Layout and Materials Plans
- Grading Plans
- Natural Features Plans
- Soil Erosion and Sedimentation Control Plan and Details
- MDEQ Floodplain/Wetland Permitting Plan and Details
- LID/Stormwater Management plans
- Landscape and Restoration Plan
- Construction Details



### 3.2 Specifications

Prepare and assemble complete specifications in CSI Format and include Ypsilanti Township standards and forms required for inclusion in the specifications. The Client will provide the front end documents.

### 3.3 Cost Estimate

Prepare a detailed unit price cost estimate, which indicates that proposed construction is consistent with preliminary cost estimates and with the budget established for the project.

### 3.4 MDEQ/USACE Joint Permit

BRI will prepare a joint permit application and handle all follow up required to receive a permit for work within the floodplain. All costs associated with printing, mailing and fees shall be a reimbursable expense.

### 3.5 Agency Requirements

During preparation of Contract Documents, consult with officials and all public agencies and utility companies having jurisdiction over items affected by the proposed construction and notify the Client of all contacts.

### 3.6 Agency Reviews

BRI will distribute copies of the Contract Documents to and secure concurrence with the documents from all public agencies and utility companies. These agencies which may include Ypsilanti Township, Washtenaw County Water Resources Commission, Washtenaw County Road Commission, Michigan DEQ, and MNRTF will give approval and/or permits for the Plans and Contract Documents as required. BRI assumes EMU will submit and coordinate approval of Building and Trade Permits related to the Boathouse. BRI has assumed that all costs of printing, mailing, and permit fees will be a reimbursable expense.

### 3.5 Coordinating Architectural, Mechanical, Electrical and Structural

BRI will coordinate site work with the Boathouse disciplines being designed independently by EMU. Coordination is anticipated to include determining a finished floor elevation and location of required utility leads. The building itself including foundations, subgrade, floor slab, pre-engineered building, architectural, mechanical, electrical, structural, and all interior enhancements and furnishings will be designed and documented by EMU. All permits and approvals required for the Boathouse will be coordinated by EMU.

## **TASK 4: BIDDING AND AWARD (3-4 WEEK DURATION)**

This part shall include bidding and award procedures as follows:

### 4.1 Advertisement

BRI will arrange for public advertising of bids (actual cost of advertising will be paid by the client).

### 4.2 Bid Assistance

BRI will maintain a log of all plan holders and collect any document fees charged to the bidders. BRI will provide interpretations and other assistance to the Client and bidders as necessary during the bidding process. The BRI team will recommend modifications to the Contract Documents if needed to ensure the

best bid results and issue any required addenda. BRI will track and distribute the Addenda to all plan holders. We have assumed that all printing and mailing associated with bidding will be a reimbursable expense.

#### 4.3 Pre-Bid Meeting

BRI will arrange for a Pre-Bid Meeting. BRI will prepare an Agenda for review and comment by the Client. The Client will introduce the project and review the bidding procedures. BRI will review the documents and together with the client, answer any questions from the attendees. Subsequent to the meeting, BRI will prepare minutes and distribute to all attendees.

#### 4.4 Bid Opening

BRI will prepare a Bid Tab form corresponding to the Bid Proposal Form and BRI will attend the bid opening.

#### 4.5 MNRTF Grant Coordination

BRI will assist Township staff with MNRTF bid and award reporting requirements.

#### 4.6 Recommendation

BRI will tabulate the bids, review them with the Client and recommend Award of Contract.

#### 4.7 Award Meeting

BRI will attend and present the project to the Board for approval.

#### 4.8 Field Testing Services

BRI will prepare a RFP for Field Testing Services during the construction phase. BRI will tabulate and review the proposals received and recommend award of a contract to the most responsible bidder. The cost of the field testing will be paid by the Client.

### **TASK 5: CONSTRUCTION ADMINISTRATION (9 MONTHS DURATION)**

#### 5.1 Bonds and Insurance

BRI will obtain contractor's bonds, necessary insurance forms, and prepare contracts, notice of award, and notice to proceed.

#### 5.2 Pre-construction Meeting

BRI will conduct a pre-construction meeting. BRI will prepare meeting minutes and distribute.

#### 5.3 Site Visits

During the construction period, BRI will make periodic visits to the sites to observe critical stages of the work and to ensure that the contractor fulfills the intent of the Contract Documents. After the work is in progress, the frequency and type of observations will be in accordance with prudent professional practice.

#### 5.4 Pay Applications

BRI will verify and approve the invoices from the construction contractor and prepare periodic estimates of the percentages and value of work completed.

#### 5.5 Bulletins and Change Orders

BRI will prepare Bulletins and approve Change Orders as necessary.

#### 5.6 Shops and Submittals

BRI will review, approve and distribute, as necessary, any shop drawings and submittals submitted by the construction contractor.

#### 5.7 Progress Meetings

BRI will conduct construction progress meetings on a bi-weekly basis for the project and record meeting minutes. BRI will maintain a project distribution list and distribute meeting minutes.

#### 5.8 Punch List

BRI will prepare a punch list of items to be corrected prior to final approval.

#### 5.9 Final Inspection

BRI will make a final inspection and make recommendations relative to acceptance of the work.

#### 5.10 As-built Drawings

Following completion of the work, BRI will prepare as-built drawings from digital mark-ups obtained from the contractor.

#### 5.11 MNRTF Grant Coordination

BRI will assist Township staff with MNRTF grant reimbursement and project closeout requirements.

#### 5.12 Coordinating Architectural, Mechanical, Electrical and Structural

BRI will coordinate Construction Administration of the Boathouse and will direct all Contractor questions, pay applications, shop drawings, submittals, change order requests, and other information requests to EMU for response. Although EMU will be responsible for construction review, punch list, final inspection, and as-built documentation of the Boathouse, BRI will integrate EMU's documentation with that of the larger project.

### DELIVERABLES

BRI would anticipate the following Deliverables:

- Preliminary and Final Cost Estimate (building estimates to be provided by EMU)
- Construction Documents for site work, including Drawings and Specifications
- Project Meeting Minutes
- Field Observation Reports for site work
- As-built Plans for site work
- MNRTF Required Forms for Grant procedures

## SITE PLAN APPROVAL

BRI will prepare the documents required for site plan approval by the Ypsilanti Township Planning Commission. This will include required drawings, applications, renderings, response letters to comments posed by staff and commissioners, and revised drawings for approval. Additionally, BRI will attend the Planning Commission meetings where the site plan application appears on the agenda, to present the project and answer questions of the public and the Commission. BRI will invoice for all time associated with the site plan approval process on an hourly time and expense basis, based on the rates identified below.

## OPTIONAL SERVICES

### ADDITIONAL MEETINGS AND PRESENTATIONS

BRI would be happy to assist in presenting the project to the various partner organizations as needed. As clear direction has not been determined for these efforts, it is difficult to predict how many meetings this might entail. There are 3 partner organizations: EMU, WCPRC, and SASRC. We anticipate that each organization may need presentations to their respective departments/Boards at various times throughout the project duration (i.e. design development, final construction drawings, authorization to advertise, authorization to award, payment applications throughout design and construction, and change order requests). It is the intent to minimize these efforts, however it is understandable that these presentations/meetings/submittals may be necessary in order to receive the respective organizations funding. BRI proposes to attend these meetings on an as needed basis, compensated at our hourly rates.

### COLORED PLANS AND GRAPHICS

Should any of the various partner organizations require updated colored plans at various stages of the project, BRI would be happy to prepare these. Either a fee to prepare them can be developed at that time or we can be compensated on an hourly basis for time and materials.

### DOCUMENTATION AND ALLOCATION OF FUNDING SOURCES

If needed BRI would be happy to assist in the documentation and allocation of dollars to the appropriate funding sources and partner organizations.

## EXCLUSIONS

### ARCHITECTURAL, MECHANICAL, ELECTRICAL AND STRUCTURAL FOR BOATHOUSE

This proposal is based on EMU preparing all project documentation for the Boathouse including but not limited to design development drawings, construction drawings, specifications, bid form, etc. EMU will also coordinate all building related construction administration including but not limited to Contractor questions, pay applications, shop drawings, submittals, change order requests, construction reviews, punch lists, final inspection, and as-built documentation.

### AVAILABILITY OF UTILITY SERVICES

BRI has assumed that utilities to service the site are immediately available in Textile Road R.O.W.

**CAPACITY OF EXISTING UTILITIES**

BRI has assumed that existing utilities in Textile Road have capacity for the services needed for this project. We have not included any capacity analysis of the existing system in our proposal.

**TRAFFIC STUDIES**

BRI has not included any traffic studies within our proposal.

**PROFESSIONAL FEES**

BRI proposes a professional fee for Landscape Architectural and Civil Services as follows:

Basic Services (Landscape Architectural and Civil)	\$ 75,800.00
Wetland Delineation	\$ 3,000.00
MDEQ Permitting	\$ 3,500.00
MNRTF Grant Administration	\$ 4,000.00
Reimbursable Expenses	<u>\$ 1,000.00</u>
Total Fee	\$ 87,300.00

**Recommended Allowances for Survey, Geotechnical, and Material Testing During Construction**

Survey	\$18,000.00
Geotechnical	\$ 5,000.00
Material Testing During Construction	<u>\$18,000.00</u>
Total Allowances	\$ 41,000.00

**Remaining Soft Costs for potential:**

Permitting, Fees, Easements, Architectural, Mechanical, Electrical, Structural, and Site Plan Process \$47,800.00

**Total Soft Costs** \$176,100.00

## ADDITIONAL AND HOURLY SERVICES

Authorized additional services and services identified as hourly time and expense services will be billed per the following:

### 2011 Professional Service Fee and Structure

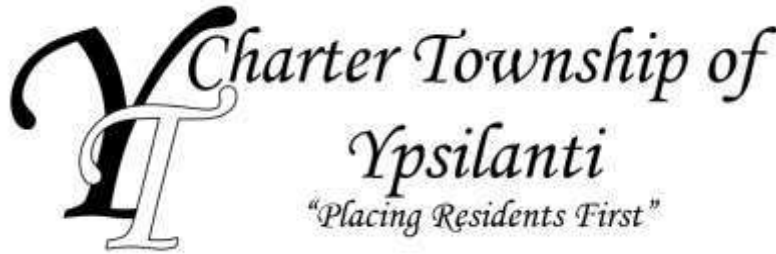
Beckett & Raeder, Inc. / BRI, Inc. is pleased to submit for consideration the following fees for professional services and time / material services:

#### AS REQUIRED BY CLIENT:

Principal	\$140.00 Hour
Senior Associate	\$115.00 Hour
Senior Associate Scientist	\$115.00 Hour
Professional Engineer	\$115.00 Hour
Associate	\$110.00 Hour
Project Manager	\$110.00 Hour
Senior Project Inspector	\$ 95.00 Hour
Senior Project Planner	\$ 95.00 Hour
Senior Project Landscape Architect	\$ 95.00 Hour
Project Engineer	\$ 95.00 Hour
Project Landscape Architect	\$ 85.00 Hour
Project Planner	\$ 85.00 Hour
Resident Project Representative	\$ 75.00 Hour
Computer Technician /CAD Technician	\$ 75.00 Hour
Clerical	\$ 60.00 Hour
Interns (non-degreed)	\$ 45.00 Hour
Blueprints	At Cost
Inspector Forms	At Cost
Pager / Cell Phone	At Cost
Printing and Duplicating	At Cost
Photography	At Cost
Facsimile	\$.50 Page
Postage / UPS / FedEx	At Cost
Permit Application Fees	At Cost
Site Plan Review Fees	At Cost
Mileage	Current IRS Rate

Note: Rates will be adjusted on the first of each year and billings will reflect the rates in effect at the time of services rendered

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



**Office of Community  
Standards**

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

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**Memorandum**

**To:** Karen Lovejoy Roe, Township Clerk  
**Cc:** Nancy Wrybkowski, Deputy Clerk  
**From:** Joe Lawson, Planning Director  
**Date:** March 25, 2014  
**Re:** 5389 Bon Terre – Private Road Variance Request

---

Please be advised that the Office of Community Standards has received a request from Mr. James V Dirkes to grant a variance from the Township's Private Road Ordinance to permit the construction of a single-family home upon the property located at 5389 Bon Terre.

Please be further advised that Chapter 47 (Private Roads), section 47-33 (Variances) requires the Board to schedule a public hearing to hear such a request.

That being said, could you please place on the next available Board agenda an action item to schedule a public hearing on Tuesday, April 1, 2014 to consider the variance request of Mr. James V Dirkes to permit the construction of a single-family residence upon property located on the non-conforming private road known as BonTerre.

If you should have any questions or are in need of additional information, please feel free to contact me.

## The Dirkes Family

1631 Acacia Drive NW, Grand Rapids, MI 49504  
616 450 8653 [jvdirkes2@gmail.com](mailto:jvdirkes2@gmail.com)

November 24, 2013

Mr. Joseph Lawson, Planning Director  
Charter Township of Ypsilanti  
7200 S. Huron River Dr.  
Ypsilanti, MI 48197  
[jlawson@ytown.org](mailto:jlawson@ytown.org)

Subject: Zoning for Parcel K-11-30-100-033 on Bon Terre Drive

Dear Mr. Lawson,

Thanks for the time you spent recently (mid-August) discussing my property on Bon Terre Drive. In brief, we purchased this property over 20 years ago intending to build a home on it. Due to miscommunication or misunderstanding, we learned after our purchase that the Township was not willing to allow us to build a home on the property due primarily to the length of the road, which has only one means of ingress / egress.

We moved to Grand Rapids in 1993 and have been busy with work, family and other life activities. Recently, though, we have been considering a move back to the Ypsi / Ann Arbor area and also have adult children who either live there or are considering a similar move and may want to build a home. As a result, we would like to re-open the discussion of zoning for that property so that a home may be built on it.

From our conversation, I understand that the Township may be willing to grant a variance to their current zoning which would allow building a home on our property as long as road maintenance is kept up. We would very much like to have a variance for the zoning so that the property can have a home built upon it and are requesting the Township for such a variance. Restrictions similar to those applicable to the current residents of Bon Terre Drive are perfectly acceptable to us.

Since I have delayed writing this for three months, please feel free to call or write for a memory refresher! We are happy to answer any questions or clarify any aspect of this request.

Sincerely,

A handwritten signature in black ink that reads "J Dirkes II". The signature is written in a cursive, somewhat stylized font.

James V. Dirkes II





**Office of Community Standards  
Planning Department**

**Staff Report  
Private Road Variance Request  
5389 BonTerre**

March 24, 2014

***CASE LOCATION AND SUMMARY***

The Office of Community Standards has received a variance request from the property owner of 5389 BonTerre in order to permit the construction of a single-family residential structure on a non-conforming private road. Per the requirements of the private road ordinance, any such variance shall be considered by the Board of Trustees after holding a public hearing which has previously been scheduled by the Board for April 1, 2014. All required public hearing notices and mailings have been fulfilled per ordinance requirements.

***APPLICANT***

Mr. Jim Dirkes - Owner  
1631 Acacia Drive. NW  
Grand Rapids, MI 49504

***CROSS REFERENCES***

Ordinance citations:

- Chapter 47 – Private Roads

***SUBJECT SITE USE, ZONING AND COMPREHENSIVE PLAN***

The 1.95 acre subject property is currently vacant with the property owner proposing the construction of a single-family residence. The property is currently zoned R-1, single-family residential and further has a future land use designation of SFR1 – single-family residential.

**5389 BonTerre – Variance Request**  
**March 24, 2014**



**ADJACENT USES, ZONING AND COMPREHENSIVE PLAN**

Direction	Use	Zoning	Master Plan
North	Rural Residential	R-1	SFR1
South	Rural Residential	R-1	SFR1
East	Rural Residential	R-1	SFR1
West	Rural Residential	R-1	SFR1

**NATURAL FEATURES**

No natural features will be adversely impacted by this proposed project.

**ANALYSIS**

The plan has been reviewed by Township staff and consultants in accordance with our usual procedures. We offer the following comments for your consideration.

*Planning Department* – Staff has reviewed the request of applicant per the standards noted within Chapter 47 (Private Roads) of the Township Municipal Code. During a the review of the current conditions of BonTerre, it has been determined by the undersigned that the subject road is considered a non-conforming private road. The reason for the non-conforming designation has to do with the fact that the road currently serves 5 single-family homes while utilizing a gravel surface. BonTerre also does not have the appropriately sized cul-de-sac turnaround at its terminus per the adopted standards. That being said, the ordinance requires that prior to the construction of a 5<sup>th</sup> house on a one acre or larger lot, the road must be constructed to a standard that includes a 24-foot wide paved road surface that is located within a 66-foot right-of-way and that adequate drainage swales or ditches shall be provided for proper drainage. The request as understood is requesting the construction of a 6<sup>th</sup> house without upgrading the road to the specified standards (paving, drainage etc...).

The undersigned has also requested that the Township Fire Marshal inspect BonTerre for adequate access for fire and or other emergency vehicles. Fire Marshal Chevrette’s comments are noted below.

On a final note, as the Board may recall, in 2010, the Board granted a similar variance request to the Cousino family who also owns property on BonTerre. Though the Cousino home associated with the grated variance has yet to be constructed, said variance is still valid until November 15, 2014. Should the Dirkes variance be approved and both homes constructed BonTerre will then serve 7 homes as opposed to the current 5.

*Assessing Department* – No comments at this time.

*Fire Department* – On March 14, 2014, Fire Marshal Chevrette conducted an inspection on the subject road to verify adequate means of ingress for any emergency first responders. Fire Marshal Chevrette noted “The road width is within the requirements for a fire access road. The only problem is the road is in bad shape and there is no way a fire engine could get down the road without getting stuck in the ruts. The surface of the road would have to be brought up to standards of IFC Chapter 5 section 503.2.3. I would not approve for anyone to build on this road until it is brought to standard.”

**RECOMMENDATION**

Based on the request and information presented to this office and in the opinion of the undersigned that the granting of the requested variance will not have a detrimental or adverse impact on the neighboring property owners or the Township as a whole, it is the recommendation of staff that the Board approve the requested variance request per the authority granted under section 47-33 of the Township Municipal Code with the following conditions:

1. The road surface shall be upgraded and maintained to a standard determined to be adequate by the Township Fire Marshal in order to provide safe and proper means of ingress/egress for emergency vehicles and personnel.
2. The property owner shall enter into a road maintenance agreement, to be recorded with the County Register of Deeds, with all other property owners of BonTerre.

Respectfully submitted,



Joseph Lawson  
Planning Director

# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

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### BonTerre Drive/Deer Creek Drive Historical Summary

#### Statistics:

- BonTerre and Deer Creek were constructed in 1989. Both streets were noted as being constructed per the ordinance regulations set forth under Ordinance 86-113 (Private Roads). Ordinance 86-113 has since been replaced by ordinance 97-174.
- Length: BonTerre – 1,110 feet; Deer Creek – 1,450 feet; Total 2,560 feet.
- Surface: BonTerre – Gravel; Deer Creek – 24 foot wide asphalt surface (paved in 2000/2001).
- Parcels Serviced: BonTerre – 5 occupied lot, 5 vacant lots; Deer Creek – 3 occupied lots, 3 vacant lots. 2010 aerial attached.
- Parcel Sizes: Parcels range from 1.49 acres to 24.45 acres
- Utilities: On site sewer and water. Public water available at Textile.

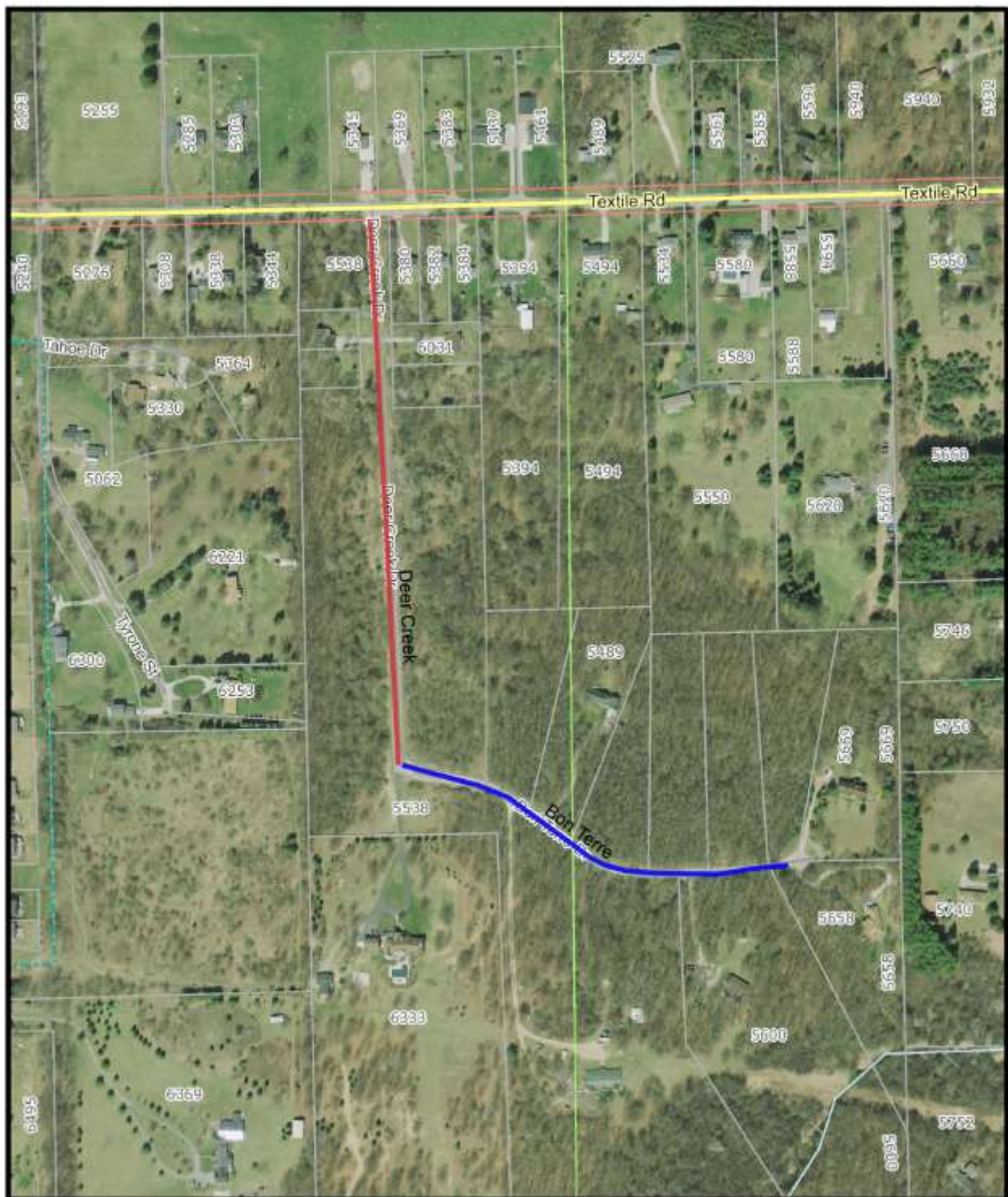
#### Common Facilities Maintenance Agreements:

- October 18, 1989 - A “Common Facilities Maintenance Agreement” is executed and recorded with the County Register of Deeds by Kenneth and Patricia Cousino, husband and wife. Agreement notes both Deer Creek and BonTerre Drive as being included within the agreement.
- February 25, 1993 - A “Common Facilities Maintenance Agreement” is executed and recorded with the County Register of Deeds by James V. and Deborah A. Dirkes, husband and wife. Agreement notes both Deer Creek and BonTerre Drive as being included within said agreement.
- August 12, 1996 - A “Common Facilities Maintenance Agreement” is executed and recorded with the County Register of Deeds by Otto Debreczeny. Agreement notes both Deer Creek and BonTerre Drive as being included within said agreement.
- March 30, 2000 – A “Common Facilities Maintenance Agreement” is executed and submitted to the Township Community Development Department by Brett and Tonya Birk (husband and wife). Maintenance agreement notes both BonTerre and Deer Creek Drive.
- June 30, 2000 – A “Declaration of Restrictions” is recorded with the County Register of Deeds placing the following restrictions upon the property known as 6333 Deer Creek Drive (K-11-30-200-004): No more than one home shall be built on the above-described property; the above described property shall not be divided into any additional building lots.
- No additional agreements are currently on file with the Township.

### Historical Documents:

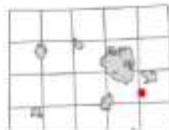
- February 7, 1989 – Board of Trustees approve the construction of BonTerre Drive.
- February 26, 1993 – Consent Judgment of Partition ordered by the Honorable William F. Ager, Jr, allowing the division of the Yezbick Property (BonTerre) into six separate parcels.
- April 15, 1993 – The Board granted the variance request of Mr. Frank McBee to construct a home on Deer Creek with the condition that Mr. McBee enter into the road maintenance agreement with the other property owners.
- September 7, 1993 – The Board granted a variance request of Mr. Kargil to split the remaining 10.17 acres into two additional parcels.
- February 15, 1994 – Township Board granted the BonTerre variance request of Mr. & Mrs. Otto Debreczeny with the condition that the applicant enter into the existing road maintenance agreement and to restore the shoulder width to its originally approved condition.
- March 7, 1995 - Mr. James Dirkes purchased parcel K-11-30-100-033 from Gary and Denise Yezbick for the sum of \$8,200.00
- June 20, 2000 – Township Board of Trustees approves the variance request of Mr. & Mrs. Brett Birk for the construction of a single-family home on Deer Creek Drive. Variance includes a 24-foot wide asphalt roadway, installation of drainage ditches, the recordation of a deed restriction that prohibits any further splitting of the requesting property, the property owner shall enter into a development agreement outlying all noted conditions and no additional properties with frontage on Deer Creek shall be created without a second means of ingress/egress.
- September 19, 2000 – The Board denies the variance request of Mr. Bradley Cousino to extend BonTerre from the required 600-feet to 1,110 feet in length as regulated by the Township Private Road Ordinance (Ord. 97-174).
- December 7, 2000 – Letter composed by Bradley Cousino, P.E. to Daniel Dzierbicki, Lead Appraiser making the argument that the subject parcels do not fall under the private road ordinance as the parcels were created prior to the ordinance and further that he sees no need to place a deed restriction on the subject parcels deeming them as unbuildable.
- May 7, 2001 – Letter written to Supervisor Karen Lovejoy Roe from Attorney Gregory M. Elliott arguing that the properties along BonTerre were created prior to the adoption of the 1997 Private Road Ordinance and therefor are “grandfathered” per section 47-34 of said ordinance.
- UNDATED – Letter composed by Daniel Dzierbicki, Lead Appraiser and Judy Pontius, Appraiser III to the Board of Trustees explaining the process in which these parcels became to be and their acceptance by the Township. The correspondence also notes that “The Assessors Office and the Community & Economic Development Department have agreed to permanently indicate on the Assessment and Tax Roll legal description (including the property record card) and the property files in the Community & Economic Development Department, **that each vacant property created out of this Consent Judgement of Partition will be deemed unbuildable pursuant to the Private Road Ordinance #97-174.**”

- November 16, 2010 – The Township Board approves the requested BonTerre variance request of Mr. & Mrs. Cousino in order to construct a single-family home upon their existing property.
- November 26, 2012 – The Township Board grants a two-year extension to the Cousino variance originally granted on November 16, 2010. The variance is currently scheduled to expire on November 15, 2014.



**Deer Creek - Bon Terre**

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4/7/2014

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY SQUAD/CLERK DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-9000



NOTE: Parcels may not be to scale.

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



# CHARTER TOWNSHIP OF YPSILANTI

## 2014 BUDGET AMENDMENT #5

April 15, 2014

### 101 - GENERAL OPERATIONS FUND

**Total Increase** \$33,772.00

Increase budget for additional cost to install cameras inside and outside of Township buildings. The original budget was an estimated project amount of \$100,000. The low bid submitted by Conti was for \$133,539. This is funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$33,539.00
		Net Revenues	<u>\$33,539.00</u>
Expenditures:	Capital Outlay/Security	101-265-000-974.025	\$33,359.00
		Net Expenditures	<u>\$33,359.00</u>

Increase budget for payout of PTO & Sick time for approved payout of accrued time. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$413.00
		Net Revenues	<u>\$413.00</u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	101-265-000-708.004	\$413.00
		Net Expenditures	<u>\$413.00</u>

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

**Total Increase** \$49,683.00

Increase budget to purchase tractor, mower, trailers, case skid steer broom, picnic tables for ball fields at the parks, see listed detail on separate request to Board. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$49,683.00
		Net Revenues	<u>\$49,683.00</u>
Expenditures:	Equipment	212-212-000-977.000	\$49,683.00
		Net Expenditures	<u>\$49,683.00</u>

Motion to Amend the 2014 Budget (#5):

Move to increase the General Fund budget by \$33,772 to \$8,655,437 and approve the department line item changes as outlined.

Move to increase the BSR II Bike, Sidewalk, Road and General Operations Fund by \$49,683 to \$4,684,263 and approve the department line item changes as outlined.



Ypsilanti Township



Habitat  
for Humanity®  
Huron Valley

## Ypsilanti Township and Habitat for Humanity

As part of the success of our cooperative effort with Ypsilanti Township to promote homeownership, Habitat for Humanity of Huron Valley has purchased another house in the Holmes Road Neighborhood. The purchased house is located at 1300 Candlewood and is currently unsafe (actively leaking roof) and unsightly when compared to its neighbors. This property has been vacant for several years. The owner approached Habitat as we are currently working on the renovation of 4 homes in the area. The previous owner purchased the property at tax auction with the intent to improve it and turn it into a rental property. He had, however, done nothing during his ownership. With this acquisition Habitat will have 10 properties sold, under renovation or in the queue within the neighborhood. In addition Habitat is planning 5 exterior improvement projects and has undertaken several critical repair and weatherization projects for other non-Habitat homeowners in the neighborhood.

Habitat has acquired this property from the owner and we are seeking assistance from the Township to help in the immediate repair and initial remediation of the property. The \$25,000 from the Township will allow us to quickly remedy this blight, remediate the mold within the house and correct other potential community standards violations. Work on this house would begin immediately.

We appreciate your consideration of this proposal for \$25,000 for 1300 Candlewood. When this renovation is completed Habitat will have leveraged the Township's funds several fold and have taxpaying, caring Habitat homeowners in place.

Regards,

A handwritten signature in black ink, appearing to read "Rob Nissly".

Rob Nissly, Housing Director

**RESOLUTION 2014-13**

***Parental Responsibility School Truancy Ordinance***

**Whereas**, the Lincoln Consolidated School District and Ypsilanti Community School District officials have expressed concern that an increasing number of children enrolled in school are chronically absent from the classroom without explanation or valid excuse; and

**Whereas**, the Lincoln Consolidated School District and Ypsilanti Community School District report that the chronic unexcused absences of students occur at elementary grade levels through high school grade levels; and

**Whereas**, the Township wishes to aid local public, private and charter schools by requiring parents and legal guardians exercise sufficient supervisory control over their minor children to require their attendance in school classrooms on a regular basis; and

**Whereas**, the Township Board believes that the ability of teachers to educate and raise academic achievement is undermined when students are chronically absent from school; and

**Whereas**, Ordinance 2014-436 is intended to apply to parents and legal guardians who are unwilling to exercise their authority over their children by requiring regular school attendance unless excused due to illness, medical/dental/orthodontic appointments, family emergencies, religious observances or other similar reason commonly recognized by schools as justified excused absences;

**Whereas**, Ordinance 2014-436 makes it a misdemeanor offense punishable by a maximum penalty of 90 days in jail or a fine of not less than \$5.00 for a parent or legal guardian whose child is chronically absent from his or her enrolled school;

**Now therefore**, be it resolved that Ordinance 2014-436 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.

(Ord. No. 2006-370, § I, 1-16-07)

**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

## ORDINANCE NO. 2014 - 437

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

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

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

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

### **Severability**

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

### **Publication**

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

### **Effective date**

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

# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

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

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To: Clerk's Office

From: Mike Radzik  
Office of Community Standards

Re: **Request to authorize an agreement with the Washtenaw County Road Commission for the installation of a raised crosswalk on South Ivanhoe Avenue in the amount of \$21,303.50; action funded in the General Fund Highways & Streets account 101-446.000-818.022.**

Date: April 4, 2014

For the past several years residents of South Ivanhoe Ave south of Textile Road have expressed concerns about traffic safety problems on their street. This section of the road is two blocks long and connects into the Whispering Meadows subdivision. It is the only residential street that can be used to access Whispering Meadows from Textile Rd; the main subdivision entrance is on Tuttle Hill Rd south of Textile Rd.

Prior to Whispering Meadows being constructed, South Ivanhoe Ave south of Textile Rd was a dead end street with virtually no traffic issues. When the road was extended and the new subdivision was completed, complaints about speeding vehicles and high traffic volume began. The road is commonly used by Whispering Meadows residents to access Textile Rd to avoid the traffic signal at Textile Rd and Tuttle Hill Rd.

Over the years, several traffic studies have been completed in an effort to qualify for traffic calming devices (speed humps). A roadway can qualify if average speeds are too high or if traffic volume exceeds normal standards for the number of homes located there. This road has never qualified, in part, because the road commission has determined that the homes in Whispering Meadows must be counted in the traffic volume formula, not just the homes on South Ivanhoe Ave; otherwise, it would qualify for traffic calming devices.

A creative compromise solution was recently proposed by the road commission that is recommended for approval. A raised pedestrian crosswalk will be installed across South Ivanhoe Ave at the entrance to Pines Park, a 1.4 acre township park with playground equipment for children. The proposal includes installing sidewalks on both sides of the street to fill in gaps between the park and existing sidewalks in Whispering Meadows and on South Ivanhoe Ave. In addition, costs are included to resolve obstructive drain structures, fencing and pavement repair, along with pavement markings and traffic signs.



## CHARTER TOWNSHIP OF YPSILANTI

This raised crosswalk solution will serve two purposes: it will provide sidewalk connectivity and a safer crosswalk to access Pines Park; and it will simulate a traffic calming device between the two neighborhoods as an engineered method to control speeding and cut-through traffic.

Planning Director Joe Lawson has surveyed the site and concurs with the recommended placement of the crosswalk at the park entrance to maximize its effectiveness. Lawson and I recently visited the residents who previously attempted to petition for speed humps to explain the proposed solution. They are in agreement with it and support this proposal.

Please accept our recommendation to approve the installation agreement so that the road commission may include it with other similar projects in order to obtain lower contract bid prices. The cost of the project will be funded from the General Fund Highways and Streets account 101-446.000-818.022.

**AGREEMENT BETWEEN  
CHARTER TOWNSHIP OF YPSILANTI AND  
THE WASHTENAW COUNTY ROAD COMMISSION**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to install a raised crosswalk on South Ivanhoe Avenue (the "Project"); and

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

WHEREAS, the Road Commission will prepare bid documents for the Project, including plan preparation and project bidding; and

WHEREAS, the Township shall promptly reimburse the Road Commission upon receipt of any invoices for all costs and expenses attributed to the Project;

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$21,303.50.

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

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**AGREEMENT SUMMARY**

Estimated Costs

**Raised crosswalk on South Ivanhoe Avenue** **\$21,303.50**

FOR YPSILANTI TOWNSHIP:

\_\_\_\_\_ Witness  
Brenda L. Stumbo, Supervisor

\_\_\_\_\_ Witness  
Karen Lovejoy Roe, Clerk

FOR WASHTENAW COUNTY ROAD COMMISSION:

\_\_\_\_\_ Witness  
Douglas E. Fuller, Chair

\_\_\_\_\_ Witness  
Roy D. Townsend, Managing Director

## PRELIMINARY ENGINEER'S ESTIMATE

Project: Raised Crosswalk Installation  
 Location: S Ivanhoe Ave, Ypsilanti Twp.  
 Date: 4/4/2014



ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTES
	RAISED CROSSWALK INSTALLATION	1	EA	\$6,000.00	\$6,000.00	Contractor Install
	PVMT MKGS INSTALLATION	1	LS	\$1,000.00	\$1,000.00	Contractor Install
	TRAFFIC SIGNS	4	EA	\$310.00	\$1,240.00	WCRC Install
	FENCE, REM	1	LS	\$400.00	\$400.00	Contractor Install
	SIDEWALK, CONC, 4 INCH	1225	SFT	\$5.00	\$6,125.00	Contractor Install
	SIDEWALK RAMP, CONC, 4 INCH	100	SFT	\$6.25	\$625.00	Contractor Install
	DR STRUCTURE COVER, ADJ, CASE 2	1	EA	\$450.00	\$450.00	Contractor Install
	SANITARY STRUCTURE, ADJ, CASE 2	1	EA	\$750.00	\$750.00	Contractor Install
	PAVEMENT REPAIR	1	LS	\$1,500.00	\$1,500.00	WCRC Install
				SUBTOTAL	\$18,090.00	
				CE/INCID 15%	\$2,713.50	Eng./Inspect. Costs
				CONST EST	\$20,803.50	
	TRAFFIC CONTROL		LS		\$500.00	Contractor Cost
<b>PROJECT TOTAL:</b>					<b>\$21,303.50</b>	



# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

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To: Karen Lovejoy Roe, Township Clerk

From: Ron Fulton, Building Director  
Office of Community Standards

Date: April 10, 2014

Subject: **Request that the Board consider authorization to sue the owner of 1044 Parkwood, K -11-10-433-003, in Circuit Court in order to affect a demolition or clean-up of this dangerous, condemned building. This project to be funded in General Fund Community Stabilization account 101-950-000-969-011.**

This property has been reported to the Office of Community Standards through Tammie Keen and neighborhood watch. The Office of Community Standards inspected this property on April 9 and was appalled at the unsafe, dangerous conditions. This structure is in imminent danger of collapse. The foundation walls have been removed from approximately one half of the house and is precariously propped up with a few two by fours.

I respectfully request that the Township Board authorize litigation in Circuit Court if necessary in order to affect a clean-up or demolition of this structure.





04/09/2014







# OTHER BUSINESS

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## Park Commission

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



Lonnie Scott, Chair  
Keith P. Jason, Vice Chair  
Jasmine Mackey, Secretary  
Richard Roe, Treasurer

Commissioners:  
Gail Boyd-Palmer  
Evan Hayes  
Jimmie Maggard  
Monica Ross-Williams  
Debbie Swanson

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# MEMORANDUM

To: Brenda Stumbo, Supervisor  
Karen Lovejoy Roe, Clerk  
Larry Doe, Treasurer  
Ypsilanti Township Board of Trustees

From: Lonnie Scott, Chair of the Ypsilanti Township Park Commission

Subject: Spray Pad Project

Date: April 7, 2014

At our meeting on April 7, 2014, the Park Commission voted unanimously in favor of the following motion:

*“A recommendation be sent to the Township Board to seek RFP’s for architectural renderings and cost analysis for construction of a spray pad in Ford Lake Park.”*

The Park Commission is in support of moving this project forward and hopes that the board will consider this request as soon as possible. Please do not hesitate to contact me if you have any questions.



# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF RESIDENTIAL SERVICES

Environmental Services Division

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TO: Ypsilanti Township Board

FROM: Jeff Allen, Residential Services Director  
Carl Girbach, Public Services Superintendent

DATE: April 7, 2014

RE: Request to Purchase

- John Deere 4052R Tractor w/Loader – \$13,917.95
- John Deere CX15 Flex Wing Mower – \$9,894.80
- PJ Tandem Trailers (2) – \$6,416.00
- Case Skid Steer Broom – \$11,475.18\*
- Pilot Rock Picnic Tables (20) – \$7,979.00

Total Cost - \$49,682.93

To be charged to Line Item #212.212.000.977.000, pending approval of budget amendment

### Ball Field Maintenance Tractors

We currently have two (2) ball field maintenance tractors, a 1981 Ford 1900 diesel and a 1993 Ford 3930 diesel. The 1993 Ford 3930 is the best tractor we have to use for ball field maintenance. The 1981 Ford 1900 is an older, smaller model.

At one time, our department had four (4) tractors for ball field maintenance and through attrition, two of them were never replaced. Two or more times per week, we transport the 1993 Ford between Community Center Park and Ford Heritage Park. This is a concern because of equipment costs, as well as the time needed to transport.

We are requesting authorization to purchase a new tractor to be more efficient and to alleviate the cost and liability of transporting the current tractor back and forth. We can reduce the cost of the new equipment by trading in Tractor #253, a 2001 AGCO 8765 (a large four wheel drive tractor) and a 5' ditch mower, which has not been used for the last 2-3 years as a roadside mower. The trade-in value for Tractor #253 and the 5' ditch mower is \$27,300, which brings our cost for the new tractor down to \$13,917.95 for a John Deere tractor w/loader. The MI Deals successful bidder is Bader & Sons Company.



### Roadside Bat Wing Mower

We currently use #252, a 1999 AGCO 8765 four wheel drive tractor for roadside ditch mowing. Bat Wing Mower #323 was repaired before the 2013 mowing season began. These repairs were made to try to get through the 2013 season, which we were able to do. It is my recommendation that we replace it this year. It was purchased in 2001 and is no longer safe to use. Our liability would increase if we continue to use this mower. It can also be traded in to reduce the cost of a replacement bat wing mower. The trade-in value of the mower is \$3,200, which would reduce our cost to \$9,894.80 for the new mower. The MI Deals successful bidder is Bader & Sons Company.

### Tandem Trailers

We are requesting authorization to purchase two (2) tandem trailers to replace the trailers that were sold at auction last fall. These trailers transport our large mowers between parks. We obtained three (3) bids and the successful bidder was DR Trailer Sales in Milan. The total cost is \$6,416.00.

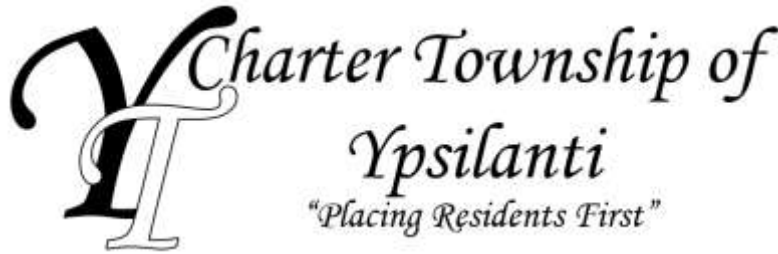
### \*Skid Steer – Broom & Enclosure

At this time, we are only prepared to purchase the “Enclosure Kit”. This will keep our operator from dirt/debris and cold while operating this equipment. This is \$4300.18. We are requesting authorization to seek a broom for the Case Skid Steer Loader as well. This piece of equipment can be used for cleaning and maintaining bike paths throughout the Township, as well as winter maintenance. The cost of a new one is \$7,175 which brings the total of the Skid Steer to \$11,475.18, but we feel we can find a good used or lower priced one and would like the time to search this out. The cost would not go above the authorized amount of \$11,475.18.

### Picnic Tables

We are requesting authorization to purchase twenty (20) Pilot Rock 8’ picnic tables to replenish the parks and replace missing tables. Our parks system should have at least 102 tables or seating for 800+ people. We are currently 18 tables short. The cost, including shipping is \$7,979.00 and the successful bidder was RJ Thomas Manufacturing, located in Iowa.

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



**Residential Services**

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

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# MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Jeff Allen, Director of Residential Services

DATE: April 5, 2014

RE: Award of Township camera bid(Twp owned bldgs) to Conti Corporation in the amount of \$133,539.

Over a year ago, the Board authorized me to prepare an RFP to seek proposals to supply and install a camera system. We also asked for each company to include legacy costs, or the cost to continually maintain the system.

It took some time to prepare the RFP (some 28 pages) and we advertised the job in November, & conducted a mandatory pre-bid meeting on November 26, 2013.

On December 17, 2013, we opened the camera bids from 3 companies. The company name and bids are listed below:

<u>Company</u>	<u>Cost</u>	<u>Annual preventative maintenance</u>
Camtronics	\$90,699.19	\$3,036
Conti	\$133,539	\$5,440
Guardian	\$136,970	\$13,680

After the bid opening, the committee of myself, Mike Radzik and Travis McDugald requested a demonstration by each of the vendors for the equipment (cameras & software) that they bid.

Both Conti's and Guardian's systems worked very well as a web-based system and seemed user friendly of what we had ask for. Camtronics bid was substantially less expensive but did not present near the value of the other bids.

It was also not a web-based program, which from an IT perspective creative some problems.

After careful review of all of the bids, the systems demonstrated, and the pricing option, we feel it is in the best interest of the Township to award the bid to Conti Corporation of Sterling Heights. Conti would provide and install the cameras and other data needs for the one-time charge of \$133,539.

The committee was impressed with Conti's presentation in clarity and ease of use. They also showed sufficient support personnel to maintain the system.

A summary of the cameras would be as follows:

	<u>Indoor</u>	<u>Outdoor</u>
Civic Center (includes 14B & maint garage)-	15	10
Community Center (includes Green Oaks)	8	5
Hydro Operations	2	1
Compost	1	1
Holmes Rd station	1	1
Former MSP (proposed)	1	3
	-----	
	28	21

This project was budgeted for \$100,000 in line item 101.265.000.974.025. Should you award this, there is a budget amendment prepared in the amount of \$33,539 with funding from fund balance.

Travis McDugald will be in attendance to answer any IT questions or concerns and Mike Radzik and I will be in attendance to answer any other questions.

# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

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

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To: Clerk's Office

From: Mike Radzik  
Office of Community Standards

Re: **Request to award the Office of Community Standards Vegetation Abatement contract to Looking Good Lawns, LLC and to authorize signing a one-year contract to be administered through Fund 893 Nuisance Abatement.**

Date: April 7, 2014

Pursuant to Board approval, bids were solicited for the Vegetation Abatement program administered by the Office of Community Standards and a public bid opening was held on March 14, 2014.

Four bids were received and evaluated, and interviews were conducted with the owners of companies that submitted the two most competitive proposals: Looking Good Lawns, LLC and A&R Total Construction Co., Inc. Both companies are in good standing with the Michigan Department of Licensing and Regulatory Affairs.

After review and analysis of bid pricing, staffing and equipment inventory of each company, as well as prior experience working with both companies, Looking Good Lawns, LLC is recommended to be awarded the contract. Looking Good offered the most overall competitive pricing, is the only bidder whose business center is located within Ypsilanti Township, and the company received favorable performance reviews during a previous four year period it held this contract (2001-2004).

Please accept this recommendation and authorize the signing of a one-year agreement. If the contractor meets or exceeds our performance standards during the first year, it is standard practice to consider a contract extension with negotiated pricing that would come back to the Board of Trustees for review.

Please contact me with questions or concerns, and thank you for your consideration.

Enclosures: Bid Opening Data Sheet  
Proposed Contract



**AGREEMENT BETWEEN  
LOOKING GOOD LAWNS, LLC  
AND  
THE CHARTER TOWNSHIP OF YPSILANTI  
WASHTENAW COUNTY, MICHIGAN  
FOR  
VEGETATION & CLEAN-UP ABATEMENT SERVICES**

**This Agreement** is entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **Charter Township of Ypsilanti (Township)**, a Michigan municipal corporation, whose address is 7200 S. Huron River Dr., Ypsilanti, MI 48197, and **Looking Good Lawns, LLC (Contractor)**, a Michigan corporation, whose business facility is located at 1200 Ecorse Rd, Ypsilanti, MI 48197.

**1. SCOPE OF WORK**

The Township Office of Community Standards will issue written directions and locations for the mowing and cleanup of properties within the Township, in accordance with the Township Code of Ordinances Chapter 66, and pursuant to the General Conditions contained in the bid specifications attached herein. Such properties will include privately owned property under code enforcement and publically owned vacant lots.

**2. HOLD HARMLESS**

The Contractor shall assume full responsibility for the protection of all pavements, curbs, bridges, railroads, poles and any other surface structures including: all water mains, sewers, telephone lines, gas mains and any other underground services and structures along and near the work which may be affected by his operations and shall indemnify, defend and save harmless the Charter Township of Ypsilanti against all damages or alleged damages to any structure or injury to any individuals as a result of his operations. No tree or shrubbery of any kind shall be removed or destroyed by the Contractor without the consent of the Charter Township of Ypsilanti.

**3. TERM OF AGREEMENT**

The contract duration is for calendar year 2014 with no price adjustments for the term of the agreement. The Township is not obligated to negotiate a renewal and may seek new bid pricing.

#### **4. COMPENSATION OF THE CONTRACTOR**

The Contractor shall be paid on the basis of reasonable time spent and materials used for the 2014 mowing season, at the rates and prices specified in Exhibit A attached here and incorporated by reference. Payment will be made to the Contractor in a timely manner after Township's receipt of Contractor invoice.

#### **5. INSURANCE-INDEMNIFICATION**

During the term of this agreement, the Contractor agrees to procure and maintain in effect insurance policies in the amounts and with the types of coverage show below:

- 1. Workers Compensation Insurance** in the form and amount required by Michigan law.
- 2. Commercial General Liability Insurance** on an "Occurrence Basis" with the limits of liability not less than \$ 1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.
- 3. Motor Vehicle Liability Insurance** including Michigan No-Fault Coverage, with limits of liability of not less than \$ 1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additionally, the Contractor shall, to the fullest extent permitted by law, defend and hold the Charter Township of Ypsilanti, its past, present and future elected officials, appointed commissions and boards, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Contractor or its employees and agents occurring in the performance of this agreement.

**6. WARRANTIES OF THE CONTRACTOR**

The Contractor warrants that the quality of its services under this agreement shall conform to the level of professional quality performed by equivalent local contractors and lawn maintenance personnel. The contractor warrants that it has all skills, experience and local licenses necessary to perform the services it is to provide pursuant to this agreement.

**7. OBLIGATIONS OF THE TOWNSHIP**

The Township shall notify the Contractor of any defects in the services of which the Contract Administrator has actual notice. Likewise the Township will give the Contractor at least five calendar days to satisfy any notified defects.

**8. ASSIGNMENT**

The Contractor shall not subcontract or assign any portion of the services without prior written consent from the Township Contract Administrator.

**9. NOTICE**

All notices and submissions required under this agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this agreement or such other address as either may designate by prior written notice to the other. Notice shall be considered delivered under this agreement when personally delivered to the Contract Administrator or placed in the U.S. mail, postage prepaid to the administrating department, care of the Contract Administrator.

**10. CHOICE OF LAW**

This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the contractor and Township agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement.

## **11. CONFLICT OF INTEREST**

Contractor certifies it has no financial interest in the services to be provided under this agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the services described under this agreement.

## **12. SEVERABILITY PROVISIONS**

Whenever possible, each provision of this agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties and circumstances.

## **13. EXTENT OF AGREEMENT**

This agreement, including the bid specifications, represents the entire understanding between the Township and the Contractor, and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering in to this agreement. This agreement may be altered, and amended or modified only by mutual agreement and written amendment signed by both the Contractor and the Township.

## **14. TERMINATION OF THE AGREEMENT**

This agreement may also be terminated by either party upon thirty (30) days written notice.

This Township shall provide notice of termination by first-class mail to the Contractor at the address listed in the bid documents. If the contract agreement is terminated for reasons other than breach of contract by the Contractor, the contractor shall be compensated for the services provided prior to the date of the notice of termination.

**LOOKING GOOD LAWNS, LLC**

**By:** \_\_\_\_\_  
**David Dillion**

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

**CHARTER TOWNSHIP  
OF YPSILANTI**

**By:** \_\_\_\_\_  
**Brenda L. Stumbo, Supervisor**

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

**By:** \_\_\_\_\_  
**Karen Lovejoy Roe, Clerk**

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

**CHARTER TOWNSHIP OF YPSILANTI  
2014 VEGETATION & CLEAN-UP ABATEMENT PROGRAM**

**GENERAL CONDITIONS**

**SPECIFICATIONS**

- A.** The intent of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation and all other expenses as may be necessary for the proper execution and completion of the work.
- B.** Under the direction of the Office of Community Standards, the “Vegetation & Clean Up Program” shall include:
1. Mowing and/or vegetation abatement of vacant properties
  2. Cleanup of vacant properties
  3. Hauling of trash and cuttings to an approved disposal site
- C.** The Office of Community Standards will submit an authorization via email to the Contractor which shall include the address or parcel identification number of the parcel to be mowed or cleaned, and a description of the work authorized to be performed, and a work order billing code.
- D.** The standards/fee schedule applicable for authorization of work is detailed in **Exhibit A** attached here. An “improved lot” is a lot upon which a house, commercial building, or other substantial structure is situated. An “unimproved lot” is a lot upon which no substantial structure or building is situated. A “margin only” is the public right-of-way area between the curb (or curb line) and the sidewalk (or sidewalk line). A “premium surcharge” fee applies when the grass or other vegetation to be abated substantially exceeds 10 inches in height as determined by the Office of Community Standards. Common debris and litter shall be picked up and bagged prior to mowing in order to prevent shredding and blowing of such debris. Collection of up to one (1) 13-gallon bag of debris is included for each mowing job.
- E.** No “show up fees” will be authorized or paid if the property has been brought into compliance with law by some other means prior to the contractor arriving at the property after work has been authorized.

- F. All work shall be completed within 3 working days after the date of notification to commence work. For purposes of this contract, Saturday is considered a working day. Inclement weather, including but not limited to excessive heat and rain, may be taken into consideration to reasonably extend the deadline for timely completion of work.
- G. After work is completed, the Contractor shall submit a detailed invoice to the Office of Community Standards pursuant to an invoice schedule agreeable to both parties. The invoice shall include detailed billing for each individual work order including the street address or parcel ID number and the billing code submitted with each work order. The Office of Community Standards will inspect completed work and authorize payment on all jobs.

### **GENERAL REQUIREMENTS FOR MATERIALS AND WORKMANSHIP**

The Contractor shall furnish suitable vehicles, equipment, tools and labor to perform the work to be done. The Contractor shall also provide a valid email address to the Township that can be relied upon to transmit and receive work orders. *Work orders will be submitted to the Contractor via email and an email reply from the Contractor acknowledging receipt of each work order is required.*

### **PERMITS**

The Contractor shall, at all times, observe and comply with, and shall cause all of his agents and employees to observe and comply with, all existing and future laws and ordinances.

### **PROTECTION OF WORK AND PROPERTY**

The Contractor shall maintain adequate protection of all his work from damage and shall protect all public property and private abutting property from injury or loss arising from its fulfillment of this contract. He/she shall, without delay, make good any such damages, injury or loss, and shall defend and save the Charter Township of Ypsilanti from all such damages or injuries occurring because of his/her work. He/she shall furnish and maintain any passageways, barricades, guard fences, lights and danger signals, watchmen and other facilities for protection required by the public authority or by local conditions, all at no additional cost to the Owner. In an emergency affecting the

safety of life or of the work or of adjoining property, the Contractor without special instruction or authorization from the Owner, shall take such action as may be necessary to prevent such threatened damage, injury or loss.

### **MAINTENANCE OF SERVICE**

Drainage through existing sewers and drains shall be maintained at all times and all nearby gutters shall be kept open for drainage.

### **STORAGE OF MATERIALS**

Materials and equipment distributed, stored and placed upon or near the site of the work shall, at all times, be so disposed as not to interfere with work being executed by other contractors in the employ of the Owner, or with street drainage, or with fire hydrants or with access thereto, and not hinder any more than may be necessary for the ordinary traffic of the street.

### **MINIMUM WAGE**

All employees involved with this contract must be paid in accordance with the Charter Township of Ypsilanti Code of Ordinances Sec. 2-201, "Living Wage". A copy of this ordinance can be obtained through the Charter Township of Ypsilanti Clerk's Office by calling (734) 484-4700 or on the Internet at [www.ytown.org](http://www.ytown.org).

### **INSURANCE**

The Contractor agrees to provide the Township with Certificates of Insurance for General Liability, Vehicle Liability, and Statutory Workers Compensation, according to the limits provided in the Charter Township of Ypsilanti Financial Policy. The Certificates of Insurance must be provided to the Township prior to the execution of the contract documents.

The Contractor will maintain at its own expense during the term of the Contract, the following insurances:

- a. Worker's Compensation insurance with Michigan statutory limits and employers liability insurance of \$ 1,000,000.00 minimum each accident.



- b. Broad Form Comprehensive General Liability Insurance with a combined single limits of \$1,000,000.00 each occurrence for bodily injury and property damage. Policy to include products and completed operations, independent contractors and contractual liability coverage. Policy shall be endorsed to provide 60 day written notice to the Risk Manager of any material change of coverage, cancellation or non-renewal of coverage.
- c. Township's protective policy shall be in the name of "Charter Township of Ypsilanti". Policy shall provide property damage per occurrence. **"The Charter Township of Ypsilanti and its past, present, and future elected Officials, appointed commissions and boards, agents and employees"** shall be named as **"additional named insured"** on the General Liability policy with respect to the services provided under this contract.
- d. Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with provisions of the Michigan No Fault Insurance Law. Including residual liability insurance with a minimum combined single limit of \$ 1,000,000.00 each accident for bodily injury and property damage.
- e. An umbrella policy may be used to meet some of the above requirements.
- f. All insurance policies must be held by companies licensed to do business in Michigan and such companies must be well rated and acceptable to the Charter Township of Ypsilanti.
- g. If the required insurance is not maintained at any time during the term of this Contract, the Contract shall be subject to cancellation immediately or at any time thereafter, at the sole discretion of the Charter Township of Ypsilanti. If the Township elects to exercise its option to cancel on these grounds, the Township shall so notify the Contractor of its election.
- h. All Certificates of Insurance are subject to the final approval of the Ypsilanti Township attorney.

*(End of General Conditions)*

**CHARTER TOWNSHIP OF YPSILANTI  
2014 VEGETATION & CLEAN UP ABATEMENT PROGRAM**

**EXHIBIT A**

Company Name: **Looking Good Lawns, LLC**

Contact Person: David Dillion

<b>Vegetation Abatement Fee Schedule</b>	
Improved lots <6000 sqft	\$35.00
Premium surcharge over 10-inches	\$43.00
Improved lots >6000 sqft	\$43.00
Premium surcharge over 10-inches	\$50.00
Improved Lots >12,000 sqft	\$50.00
Premium surcharge over 10-inches	\$58.00
Unimproved Lots <6000 sqft	\$47.00
Premium surcharge over 10-inches	\$58.00
Unimproved lots >6000 sqft	\$57.00
Premium surcharge over 10-inches	\$68.00
Unimproved lots >12,000 sqft	\$68.00
Premium surcharge over 10-inches	\$78.00
Margin only (ROW)	\$30.00
Premium surcharge over 10-inches	\$40.00
Pick up and disposal of excess trash (13gal trash)	\$4.50
<b>Speical order trash clean up and removal</b>	
0.00 - 0.25 cubic yards	\$7.00
0.25 - 0.50 cubic yards	\$9.00
0.50 - 0.75 cubic yards	\$12.00
0.75 - 1.0 cubic yards	\$15.00
Additional quantities per 0.50 cubic yards	\$7.00

Ypsilanti Township Mowing Bid Opening  
 March 14, 2014

	Looking Good Lawns Inc	A&R Total Construction	KBK Landscaping Inc.	Classic Lawn Care & Building Maintenance		
Improved lots <6000 sqft	\$35.00	\$35.00	\$45.00	\$40.00		
Premium surcharge over 10-inches	\$43.00	\$60.00	\$70.00	\$60.00		
Improved lots >6000 sqft	\$43.00	\$45.00	\$55.00	\$100.00		
Premium surcharge over 10-inches	\$50.00	\$70.00	\$80.00	\$140.00		
Improved Lots >12,000 sqft	\$50.00	\$55.00	\$65.00	\$225.00		
Premium surcharge over 10-inches	\$58.00	\$80.00	\$90.00	\$285.00		
Unimproved Lots <6000 sqft	\$47.00	\$40.00	\$50.00	\$35.00		
Premium surcharge over 10-inches	\$58.00	\$65.00	\$75.00	\$50.00		
Unimproved lots >6000 sqft	\$57.00	\$50.00	\$60.00	\$95.00		
Premium surcharge over 10-inches	\$68.00	\$95.00	\$105.00	\$125.00		
Unimproved lots >12,000 sqft	\$68.00	\$60.00	\$75.00	\$195.00		
Premium surcharge over 10-inches	\$78.00	\$110.00	\$130.00	\$245.00		
Margin only (ROW)	\$30.00	\$25.00	\$30.00	\$15.00		
Premium surcharge over 10-inches	\$40.00	\$50.00	\$85.00	\$25.00		
<b>Cumulative Total</b>	<b>\$725.00</b>	<b>\$840.00</b>	<b>\$1,015.00</b>	<b>\$1,635.00</b>		
Pick up and disposal of excess trash (13gal trash)	\$4.50	\$18.00	\$25.00	\$2.08		
Speical order trash clean up and removal						
0.00 - 0.25 cubic yards	\$7.00	\$25.00	\$45.00	\$35.00		
0.25 - 0.50 cubic yards	\$9.00	\$35.00	\$65.00	\$38.00		
0.50 - 0.75 cubic yards	\$12.00	\$45.00	\$85.00	\$40.00		
0.75 - 1.0 cubic yards	\$15.00	\$55.00	\$105.00	\$50.00		
Additional quantities per 0.50 cubic yards	\$7.00	\$15.00	\$65.00	\$38.00		

# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

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

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To: Clerk's Office

From: Ron Fulton, Building Director  
Office of Community Standards

Re: **Request to award a contract to John R. Kaas Builders in the amount of \$3,975 to demolish two abandoned utility buildings located at 953 E. Michigan Ave; project to be funded in General Fund Community Stabilization account 101-950.000-969.011.**

Date: April 7, 2014

The Charter Township of Ypsilanti owns a 6.5 acre parcel of land located at 953 E. Michigan Ave that was formerly known as Ypsilanti Mobile Village. There are two small utility buildings that remain standing on the property, both of which are vacant and without utility service. We have had to board them up several times due to squatters and others who have broken into them and caused damage.

The Office of Community Standards wishes to be proactive and demolish both buildings to eliminate ongoing costs to keep them secure and to eliminate blight. Asbestos abatement has been completed and four demolition proposals have been obtained from licensed contractors:

Contractor	Phone Number	Quote
John R. Kaas Builders	313-218-0280	\$3975
Diversified Excavating	734-487-6454	\$4600
GGSL	734-379-2054	\$5400
Lyle Trucking	734-782-4336	\$8600

John R. Kaas Builders is reputable and qualified and offered the lowest bid. I respectfully request that the Township Board of Trustees authorize acceptance of this proposal in the amount of \$3975, authorize the Township attorney to prepare a contract for such demolition and authorize the signing of the contract by Supervisor Stumbo and Clerk Roe

Please contact me with questions or concerns, and thank you for your consideration.

# Proposal



## JOHN R. KAAS BUILDERS

Trucking & Excavating  
 Lic. & Ins. Lic. #2101108930  
 10302 Whittaker Road  
 YPSILANTI, MICHIGAN 48197  
 (313) 461-1044 FAX (313) 461-4886  
 734 734

cell #  
 313-218-0280  
 John

PROPOSAL SUBMITTED TO <i>Ypsilanti Hursp</i>		PHONE	DATE <i>4-5-14</i>
STREET <i>7200 S. Huron Ave W.</i>		JOB NAME <i>Demo 2 Structures</i>	
CITY, STATE and ZIP CODE <i>Ypsil MI 48197</i>		JOB LOCATION <i>953 E Mich</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

*Demo 2 Existing Buildings (masonry)  
 Haul off debris in + around close proximity  
 to buildings broom clean slabs  
 Grade + Rake out dirt in dirt  
 Seed  
 Total Job \$ ~~3,975.00~~  
 \$ 3,975.00*

*performance + payment ins. will take  
 3-5 day upon acceptance of proposal*

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of: \_\_\_\_\_ dollars (\$ *3,975.00* ).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_  
 Signature \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4-7-14

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> A1 Ford - Branch Insurance Agency PO Box 288 Milan MI 48160  Phone: 734-439-4007 Fax: 734-439-4008		<b>CONTACT NAME:</b> Sara Ford <b>PHONE (AC, HO, Ext):</b> 734-439-4007 <b>FAX (AC, Ext):</b> 734-439-4008 <b>E-MAIL:</b> <b>ADDRESS:</b>	
<b>INSURED</b> John Kaas 10302 Whitaker Rd. Ypsilanti MI 48197		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Foman Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL (INSR) (EXCL)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:		CPP0035466	08/08/2013	08/08/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N <input type="checkbox"/> N/A	WC0009802 00	08/08/2013	08/08/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule A, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Ypsilanti Township 7200 S. Huxon River Dr. Ypsilanti, MI 48197	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CHARTER TOWNSHIP OF YPSILANTI

## INFORMATION SERVICES

Computer Support • Web Content Management • Communications Services

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To: Karen Lovejoy Roe, Clerk  
From: Travis McDugald, IS Manager  
Re: Request to seek and bring back proposals for the replacement of the Civic Center's Data Room Uninterruptible Power Supply.  
Date: April 8, 2014  
Copy To: Mike Radzik, OCS Director

An Uninterruptible Power Supply (UPS) provides clean, regulated, and battery backed-up power to all of the Civic Center networking, phones, and servers. It is an essential component to insuring the stability and reliability of the Township network.

The current UPS was purchased in December of 2004. Since then the Township has maintained a service contact on the UPS to guarantee next day repairs should the unit fail. Given the age of the UPS it has hit End of Life and maintenance plans are no longer offered for this model. Our existing maintenance contract will end June 7<sup>th</sup> 2014.

I recommend the Township replace the existing UPS with a newer, more efficient, UPS which will also provide a longer on-battery run time.

This purchase will require a budget amendment and its estimated cost is \$15,000. It will also result in one day of full system downtime while the units are swapped out.

I respectfully request authorization to seek competitive proposals. A recommendation will be brought back to the Board for purchase consideration with an appropriate budget amendment request.



# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

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### Memorandum

To: Karen Lovejoy Roe, Township Clerk

From: Ron Fulton, Building Director

Date: April 7, 2014

Subject: Request to approve and publish a Request for Proposals for Pre-construction demolition and sanitizing of the new Township Police Facility located at 1501 S. Huron St.

Please place the attached Request for Proposals (RFP) on the agenda for the April 15, 2014 regular Board meeting. The RFP contains specifications and an invitation to bid on interior demolition work and cleaning and sanitizing of the former state police post. This work is necessary to prepare it for new mechanical work to be performed by Honeywell as previously authorized by the Board, and to prepare the interior for necessary changes to accommodate the Sheriff's sub-station.

The new police facility is being upgraded and renovated to accommodate the Township's police operation that is significantly larger and more complex than that of its predecessor with the state police. This building has been an important icon in the community for the past 40 years and its continued use by the Township as a police facility will serve the community well into the future.

Thank you for your consideration. Bid proposals will be reviewed and a recommendation will be brought back to the Board for approval with appropriate budget authorization.



**The Charter Township of Ypsilanti**  
**1501 S. Huron Street**  
**Demolition Project**  
**Specifications**

**1. *Scope***

- 1.1** The work shall be subject to the conditions of these general specifications and the furnishing of all labor, materials, tools, accessories, equipment, drawings, all necessary permits and services to demolish and remove the specified items and leave the site in a safe and clean condition.

**2. *Statement***

- 2.1** The work shall include on-site demolition and removal of specified items on the list contained herein. The items shall be removed and the debris disposed at a site where such debris is legally accepted. Site clearance shall consist of the removal of all associated debris from the demolition and specified shrubbery removal.

**3. *Location***

- 3.1** The proposed work is located in The Charter Township of Ypsilanti at 1501 S. Huron St.; Parcel identification number K -11-38-150-002.

**4. *Description of Work***

- 4.2** The Contractor shall, at their expense, remove and dispose of:
1. All ceiling tile material 1<sup>st</sup> floor and basement. The metal grid shall remain intact.
  2. All suspended drywall along with sub-assembly supporting materials on 2<sup>nd</sup> floor.
  3. All closets as indicated on addendum plans. Closets shall be completely removed including: doors, drywall, suspended drywall ceiling, headers, bulkheads, etc.
  4. Remove all carpet from the structure.
  5. Remove all vinyl base molding.
  6. Remove all remaining floor tile.
  7. Remove all bulletin boards.
  8. Remove phone booth cabinet at front door.
  9. Remove ceramic floor tile in 2<sup>nd</sup> floor bath. Leave shower floor intact.
  10. Remove shelves and mop sink in janitor's closet, 2<sup>nd</sup> floor.
  11. Remove shelves from 2<sup>nd</sup> floor storage room.
  12. Remove old door in basement storage.
  13. Remove built in counter/cabinets in front lobby.
  14. Remove chair rail and wood molding in proposed women's bathroom.
  15. Remove free standing white cabinets in room off of main lobby/hallway.
  16. Remove gun racks in room off of main lobby/hallway.
  17. Remove 2 shelves in evidence room.
  18. Remove hook rack in room off of main lobby/hallway.
  19. Remove key rack located behind door in room off of main lobby/hallway.
  20. Remove coat racks from room in back hallway.
  21. Remove carpet mats in garage.

22. Remove all shelving in room next to holding cell.
23. Remove shelves in closet behind janitor's closet.
24. Remove dry erase sign-in board in room off of main lobby/hallway.
25. Remove all communication lines and equipment.
26. Cleaning and sanitizing of **ALL** surfaces.
27. Removal of all arborvitae on the south side of rear parking lot fence.

## **5. *Site Inspection***

- 5.1 A **Mandatory** Pre Bid Walk through Inspection will be conducted at 10 AM on Monday, April 28, 2014 at the project location. There will be no other times scheduled to tour the interior of the proposed building.

## **6. *Safety Provisions***

- 6.1 Where hazardous conditions are created incident to the Contract operations, the Contractor at his expense, shall furnish, erect and maintain suitable barricades to protect and safeguard the public in accordance with Chapter 33 of the 2006 Michigan Building Code.
- 6.2 The Contractor shall take all appropriate measures to insure the health and safety of the public. To include the diffusion of dust, or other small particles, toxic gasses and other harmful substances as required by federal, state and local regulations.
- 6.3 At no time will explosives be utilized.
- 6.4 All work shall be conducted in strict compliance with safety regulations and guidelines including OSHA.

## **7. *Working Hours***

- 7.1 If the Owner determines that any construction activity related to the installation is causing a hardship to the surrounding residents, the Contractor will be required to limit the work to hours agreed upon by the adjoining homeowners, the Contractor, and the Owner.
- 7.2 No work may be accomplished during weekends or off hours without prior township approval. Regular work hours are from 8am to 5pm M-F.

## **8. *Disposal***

- 8.1 All materials removed, other than utility owned fixtures, and all debris resulting from this project shall become the property of the Contractor in accordance with the following provisions.
- 8.2 Burning of debris on site shall not be permitted.
- 8.3 All salvageable materials present at the time that work commences will become the property of the Contractor.
- 8.4 All materials disposed of shall be in accordance with federal, state, and local laws. Proof of such shall be provided to the Township prior to receipt of final payment.

## **9. *Inspections***

- 9.1 The Contractor will inspect and insure that all work is being performed in accordance with these specifications. A rough inspection will be held at a time to be agreed upon between the Owner and Contractor. When the Contractor feels that the project is

completed, the Contractor will call for a project inspection to be performed by the Ypsilanti Township Office of Community Standards. The Township reserves the right to make periodic inspections during the project to insure the work is being completed in accordance with these specifications. A final Inspection will be held at a time agreed to be upon between the Owner and the Contractor.

**9.2** The Contractor will call for any inspections required by the Township Building Official.

## **10. *General***

**10.1** The requirements of these specifications shall be understood to be the minimum requirements of the Charter Township of Ypsilanti. The requirements shall be expanded as necessary to insure quality. However, unless approval from The Charter Township of Ypsilanti is obtained, the requirements herein shall not be deleted or revised.

**10.2** Permission for access to this area may be revoked for all persons who violate traffic regulations including speed limits, and parking restrictions. All of the Contractor's personnel, operating forces, and delivery personnel shall be made aware of and comply at all times with the regulations and the directions of responsible Township personnel.

**10.3** Precedence:

- If any statement in this or any other specification is in conflict with any provision of the General Terms and Conditions to the contract, the provision stated in the General Terms and Conditions shall take precedence. Any questions, which require additional interpretation and guidance, shall be immediately brought to the Owners attention.

**10.4** References:

- Referenced standards and recommended practices referred to herein shall be the latest edition or revision of the document.

**10.5** Quality assurance:

- The Contractor shall be regularly engaged in providing demolition work for a period of not less than ten years prior to bid submittal.

**10.6** The Contractor shall use care at all times to prevent damage to or marking of the fencing, landscaping, or any other property or equipment during this project. Any damage caused by the Contractor will be repaired as directed by an Ypsilanti Township designee by the Contractor and at the Contractor's expense.

## **11. *Addenda and Explanations***

**11.1** The Township shall not give verbal answers to inquiries regarding the meaning of the specifications.

**11.2** Explanations desired by prospective bidders shall be requested of the Township in writing. Direct requests to the Ypsilanti Township Building Department..

**11.3** In the event that explanations are necessary, a reply shall be made in the form of an addendum. A copy of which shall be forwarded to each bidder.

**11.4** Addenda issued to bidders prior to the date of receipt of bids shall become a part of the specifications and all bids shall include the work described in the addenda.

**11.5** Failure of the Charter Township of Ypsilanti to send or of the bidders to receive such interpretations shall not relieve the bidder from obligation under the bid as submitted.

## **12. *Equal Employment Opportunity***

**12.1** The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, handicap, age, height, weight, marital status, veteran status, or religion.

## **13. *Minimum Wage***

**13.1** All Contractors, including Subcontractors, performing work or services shall be required to pay not less than the prevailing wages and fringe benefits to all employee “Construction Mechanics”, as determined by the Davis-Bacon Division of the United States of Labor for the Washtenaw County area in accordance with the Charter Township of Ypsilanti Ordinance No. 69 and the additional provisions contained within.

**13.2** All other employees directly involved with this project must be paid in accordance with the Charter Township of Ypsilanti Ordinance No. 99-213, “The Living Wage Ordinance”. A copy of this ordinance can be obtained through the Ypsilanti Township Purchasing Department by calling (734) 481-0617.

## **14. *Hold Harmless***

**14.1** The Contractor shall save harmless, indemnify, and defend the Charter Township of Ypsilanti and its Officials against all claims for damages or injuries to persons or damages to property arising out of its performance under the terms of the bid.

## **15. *Bid, Performance, Payment and Other Bonds:***

**15.1** Each proposal must be accompanied by a certified check, bidders bond, bank draft or cash bond, in an amount not less than (5%) of the total price and drawn to the order of The Charter Township of Ypsilanti, as a guarantee of good faith on the part of the bidder and subject to the conditions stipulated in the proposal form. No proposals shall be withdrawn for a period of sixty days after the date set for the opening of bids. A single check, bond or draft may serve to cover two or more alternate or supplemental proposals when such proposals are submitted by the same bidder.

**15.2** Contractor shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractors’ obligations under the Contract Documents. These bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of “Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent’s authority to act.

**15.3** If the surety on any Bond furnished by the Contractor is declared as bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet requirements of paragraph 27.1, the Contractor shall within 10 days thereafter substitute another Bond and surety, both of which must be acceptable to the Owner Licensed Sureties and Insurers; Certificates of Insurance:

**15.4** All bonds and Insurance required by the Contract Documents to be purchased and maintained by the Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the project is located to issue Bonds and insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

## **16. Insurance Limits**

**16.1** The Contractor agrees to provide the Owner with Certificates of Insurance for General Liability, Vehicle Liability, and Statutory Workers Compensation, according to the limits provided in the Charter Township of Ypsilanti Financial Policy. The Certificates of Insurance must be provided to the Owner prior to the execution of the contract documents. Examples of said insurance's should be included in your bid.

**16.2** The Contractor will maintain at its own expense during the term of the contract, the following insurance:

**A.** Worker's Compensation insurance with Michigan statutory limits and employers liability insurance of \$1,000,000.00 minimum each accident.

**B.** Broad Form Comprehensive General Liability Insurance with a combined single limit of \$1,000,000.00 each occurrence for bodily injury and property damage.

Policy to include products and completed operations, independent contractors and contractual liability coverage. Policy shall be endorsed to provide 60 day written notice to the Risk Manager of any material change of coverage, cancellation or non-renewal of coverage.

**C.** Owner's protective policy shall be in the name of "Charter Township of Ypsilanti". Policy shall provide a \$1,000,000.00 combined single limit for bodily injury or property damage per occurrence. The Charter Township of Ypsilanti and its past, present, and future elected Officials shall be named as "additional named insured" on the General Liability policy with respect to the services provided under this contract.

**D.** Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with provisions of the Michigan No Fault Insurance Law. Including residual liability insurance with a minimum combined single limit of \$1,000,000.00 each accident for bodily injury and property damage.

**16.3** An umbrella policy may be used to meet some of the above requirements.

**16.4** All insurance policies must be held by companies licensed to do business in Michigan and such companies must be well rated and acceptable to the Charter Township of Ypsilanti.

**16.5** If the required insurance is not maintained at any time during the term of this Contract, the Contract shall be subject to cancellation immediately or at any time thereafter, at the sole discretion of the Charter Township of Ypsilanti. If the Township elects to exercise its option to cancel on these grounds, the Township shall so notify the Contractor of its election.

**16.6** All Certificates of Insurance are subject to the final approval of the Ypsilanti Township Attorney.

***17. Award of Contract***

- 17.1** The Charter Township of Ypsilanti reserves the right to reject all bids received or to negotiate separately with any source to serve the best interest of the Township.
- 17.2** The Company awarded the contract shall be required to furnish satisfactory bonds and insurance.

***18. Completion***

- 18.1** The project will not be considered complete until all approved township final inspections have been approved.
- 18.2** Full payment shall be made within 45 days of receipt of invoice upon completion of work.

## **CHARTER TOWNSHIP OF YPSILANTI ACKNOWLEDGEMENT OF REQUIRED INSURANCE PROVISIONS**

The Charter Township of Ypsilanti *strictly* adheres to the insurance requirements, which are stated in the specifications to bid. These insurance requirements shall not be waived for any reason. Please read carefully the required insurance that must be obtained. As written in the specifications under the “Insurance Limits” section, wording must read:

*“...The Charter Township of Ypsilanti and its past, present, and future elected officials, trustees, appointed commissions and boards, agents and employees shall be named as “additional named insured” on the General Liability policy with respect to the services provided under this contract.”*

This may require an addition to your current policy or an additional policy, either of which could result in extra cost from your insurance carrier.

Therefore, in this document, the Charter Township of Ypsilanti has fully explained its’ expectations in this regard and expects all companies to bid in good faith and comply with these requirements.

Signature of Authorized Representative \_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Company Name  
Briefly describe project for which bid has been  
submitted: \_\_\_\_\_

**\*Please return this completed form with submission of your bid. \***

## Invitation to Bid

The Charter Township of Ypsilanti will accept sealed bids for **interior demolition and sanitization of 1501 S. Huron until May 5, 2014 @ 10:00 am Eastern time**, at which time all bids will be publicly read aloud in the first floor conference room at the Ypsilanti Township Civic Center, 7200 South Huron River Drive, Ypsilanti, Mi. 48197-7099.

A **Mandatory** Pre-Bid meeting is scheduled for Monday, April 28 at 10:00 AM at the project location. There will be no other times scheduled to tour the interior of the proposed building to be razed.

General outline of the work will consist of:

1. All ceiling tile material 1st floor and basement. The metal grid shall remain intact.
  2. All suspended drywall along with sub-assembly supporting materials on 2nd floor.
  3. All closets as indicated on addendum plans. Closets shall be completely removed including: doors, drywall, suspended drywall ceiling, headers, bulkheads, etc.
  4. Remove all carpet from the structure.
  5. Remove all vinyl base molding.
  6. Remove all remaining floor tile.
  7. Remove all bulletin boards.
  8. Remove phone booth cabinet at front door.
  9. Remove ceramic floor tile in 2nd floor bath. Leave shower floor intact.
  10. Remove shelves and mop sink in janitor's closet, 2nd floor.
  11. Remove shelves from 2nd floor storage room.
  12. Remove old door in basement storage.
  13. Remove built in counter/cabinets in front lobby.
  14. Remove chair rail and wood molding in proposed women's bathroom.
  15. Remove free standing white cabinets in room off of main lobby/hallway.
  16. Remove gun racks in room off of main lobby/hallway.
  17. Remove 2 shelves in evidence room.
  18. Remove hook rack in room off of main lobby/hallway.
  19. Remove key rack located behind door in room off of main lobby/hallway.
  20. Remove coat racks from room in back hallway.
  21. Remove carpet mats in garage.
  22. Remove all shelving in room next to holding cell.
  23. Remove shelves in closet behind janitor's closet.
  24. Remove dry erase sign-in board in room off of main lobby/hallway.
  25. Remove all communication lines and equipment.
  26. Cleaning and sanitizing of ALL surfaces.
  27. Removal of all arborvitae on the south side of rear parking lot fence.
- Minority owned and women owned business enterprises are encouraged to submit proposals.
  - Proposal must be submitted **in triplicate** on forms provided by the Owner and be accompanied by a Bid Bond or Certified check in the amount of five (5%) percent of the proposal amount submitted.



- Accepted bidder will be required to furnish Satisfactory Performance Bond, and Labor and Material Bond, in the amount of 100% of the Contract. Total cost of which is to be paid by the successful bidder.
- All proposals are to remain firm for a period of 90 days after the official bid opening date.
- The Charter Township of Ypsilanti reserves the right to reject any and/or all bids, in whole or in part, and to waive any informality therein.
- The Contractor or his Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, handicap, age or sex. It will take affirmative action to insure that applicants are employed without regard to their race, religion, color, national origin, age, sex, height, weight, or marital status. Such action will include but not be limited to the following: employment upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- The Contractor or his Subcontractor's shall comply with all published rules, regulations and directives and orders of the Michigan Civil Rights Commission relevant to Section 206, 1976 P.A. 453, as amended.

# Ypsilanti Township 1501 S. Huron Demolition Project Proposal Form

Name of Bidding Contractor \_\_\_\_\_

Contact Person for this project \_\_\_\_\_

Herein after referred to as the Contractor, declares familiarity with location of proposed work and conditions under which it is to be performed, that the specifications and drawings (when applicable) have been carefully examined, are understood and accepted as adequate for the purpose and agrees to Contract with the Charter Township of Ypsilanti, herein referred to as the Owner, to perform everything required to be performed and to furnish all labor, materials, tools, equipment, utility, transportation services and supervision necessary to perform and complete in a satisfactory manner, all work required in conjunction with the above named project, and to accept as full payment thereof, subject to additions and/or deletions required by Contract, the Sum of Dollars.

TOTAL PROJECT BID \$ \_\_\_\_\_

Unit costs submitted for Contract additions/deletions, inclusive of any maintenance and guarantee period not satisfactorily listed. Total must equal base bid above. All work to be complete as detailed on the bid documents not to exceed Base Bid listed above.

Building Demolition \$ \_\_\_\_\_

Debris Disposal \$ \_\_\_\_\_

General Conditions Complete (bonding, insurance and permits) \$ \_\_\_\_\_

BASE BID \$ \_\_\_\_\_

\*\*10% CONTINGENCY \$ \_\_\_\_\_

Total Project Bid \$ \_\_\_\_\_

\*\* The 10% contingency is added to the base bid and is intended to be utilized for unforeseen expenses during the project if necessary. If this amount is not needed during the project it is not part of the total paid to the Contractor. It will remain the Owners. Any remaining funds from the contingency at the close of the contract will be presented as a change order reducing the overall contract price.

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Bidding Contractor \_\_\_\_\_

Complete Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone (        ) \_\_\_\_\_

Cell Phone (        ) \_\_\_\_\_

Email Address \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014