

CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

JEAN HALL CURRIE

STAN ELDRIDGE

MIKE MARTIN

SCOTT MARTIN

February 2, 2016

Work Session – 5:00 p.m.

Regular Meeting – 7:00 p.m.

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



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, FEBRUARY 2, 2016

5:00PM

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

1. AGENDA REVIEW SUPERVISOR STUMBO
2. OTHER DISCUSSION BOARD MEMBERS

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD
MEETING AGENDA

OTHER DISCUSSION

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



Charter Township of Ypsilanti

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

REGULAR MEETING AGENDA

TUESDAY, FEBRUARY 2, 2016

7:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
4. CONSENT AGENDA
 - A. MINUTES OF THE JANUARY 19, 2015 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR FEBRUARY 2, 2016 IN THE AMOUNT OF \$640,126.90
5. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. BUDGET AMENDMENT #2
2. REQUEST OF TRAVIS MCDUGALD, IS MANAGER FOR AUTHORIZATION TO JOIN THE MICHIGAN INTER-GOVERNMENTAL TRADE NETWORK PURCHASING GROUP AND TO SIGN THE AGREEMENT WITH FUNDING FOR POSTAGE BUDGETED IN LINE ITEM #101-267-000-730-000
3. REQUEST OF MIKE SARANEN AND JEFF ALLEN FOR APPROVAL OF A PROFESSIONAL SERVICES CONTRACT WITH STANTEC FOR GENERAL CONSULTATION, DOCUMENT REVIEW AND ADVICE FOR TYLER DAM, IN AN AMOUNT NOT TO EXCEED \$7,000.00 BUDGETED IN LINE ITEM #252-252-000-801-250
4. REQUEST OF JUSTIN BLAIR, DIRECTOR OF GOLF FOR APPROVAL OF THE 2016 GREEN OAKS GOLF COURSE RATES
5. 1ST READING OF RESOLUTION 2016-03, PROPOSED ORDINANCE 2016-458, AMENDING THE CODE OF ORDINANCES CHAPTER 66 ENTITLED VEGETATION
6. 1ST READING OF RESOLUTION 2016-07, PROPOSED ORDINANCE 2016-461, AMENDING THE CODE OF ORDINANCES CHAPTER 48 ENTITLED VACANT PROPERTIES

7. 1ST READING OF RESOLUTION 2016-08, PROPOSED ORDINANCE 2016-460, AMENDING THE CODE OF ORDINANCES CHAPTER 26 ENTITLED BLIGHT
8. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 2169 WASHTENAW AVE. AND 1005 EMERICK ST. IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023
9. REQUEST TO APPOINT BRENDA CRAVEN AS ALTERNATE TO BOARD OF REVIEW
10. REQUEST TO CANCEL MAY 3, 2016 BOARD OF TRUSTEES MEETING DUE TO COUNTY WIDE SPECIAL ELECTION

OTHER BUSINESS

AUTHORIZATION AND BIDS

1. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK REQUEST FOR PROPOSALS TO REPLACE APPROXIMATELY FIVE (5) PRINTERS IN THE TOWNSHIPS PRINTER FLEET

PUBLIC COMMENTS

CONSENT AGENDA

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 19, 2016 WORK SESSION

Supervisor Stumbo called the meeting to order at approximately 6:00 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 and Trustees: Stan Eldridge, Scott Martin, and Mike Martin

Members Absent: Trustee Jean Hall Currie

Legal Counsel: Wm. Douglas Winters

AGENDA REVIEW

A. MINUTES OF THE DECEMBER 1, 2015 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR YEAR END DECEMBER 23, 2015 IN THE AMOUNT OF \$644,758.13
2. STATEMENTS AND CHECKS FOR JANUARY 5, 2016 IN THE AMOUNT OF \$751,173.22
3. STATEMENTS AND CHECKS FOR JANUARY 19, 2016 IN THE AMOUNT OF \$147,317.00
4. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR DECEMBER 2015 IN THE AMOUNT OF \$30,214.76
5. CHOICE HEALTH CARE ADMIN FEE FOR NOVEMBER 2015 IN THE AMOUNT OF \$1,192.50

C. DECEMBER 2016 TREASURER'S REPORT

D. 2015 ANNUAL TREASURER REPORT

**CHARTER TOWNSHIP OF YPSILANTI
JANUARY 19, 2016 WORK SESSION MINUTES
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SUPERVISOR REPORT (given during Regular Meeting)

CLERK REPORT (given during Regular Meeting)

TREASURER REPORT (none given)

TRUSTEE REPORT (none given)

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Sloan Property Donation

Attorney Winters passed out copies of a map regarding the Sloan property and gave an overview and history of the 28 acres of property zoned RM-2 that the board can consider accepting as a donation from the Sloan Family. He indicated the Phase I Environmental study was complete. Attorney Winters requested the Township Board to consider accepting the Sloan property donation subject to a Donation Agreement approved by the attorney and the board. The Board agreed to add this to the Agenda at the Regular Meeting.

Racer Trust Bond Agreement

Attorney Winters also requested the Board to authorize the Clerk and Supervisor to sign the bond agreement with Racer Trust Bond that would include an automatic annual renewal.

NEW BUSINESS

1. BUDGET AMENDMENT #1

CHARTER TOWNSHIP OF YPSILANTI
JANUARY 19, 2016 WORK SESSION MINUTES
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2. RESOLUTION 2016-05, TO RESCIND THE MAY 14, 2012 APPROVAL OF A CLASS C LIQUOR LICENSE FOR APPLICANT LAS DOS FUENTES, LLC FOR THE USE AT 1960 WHITTAKER ROAD

Mike Radzik, OCS Director, stated that the Las Dos Fuentes, LLC is far from being ready to open the new restaurant at 1960 Whittaker Road. He stated it has been over 3 years since the board approved a new liquor license for this address. Mr. Radzik also stated that the work on renovation has been minimal and without permits.

Treasurer Doe asked Mr. Alvares how long their lease was for the building they were currently in. Mr. Alvares stated that they did not have a lease at their current location. Mr. Alvares stated that they would need three months to complete the renovation at 1960 Whittaker Rd. Mr. Alvares explained the death of the owners' wife and other family issues for the delay in completing the renovation but said it could be completed in three months. Mr. Mamo, Chief Building Official, stated that it would be very hard to complete all the work within three months.

3. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 552 N. HARRIS IN THE AMOUNT OF \$5,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023

Mr. Radzik, OCS Director, stated that there was a fire at this address in September, 2015. He said the building is currently vacant. He reported the insurance company issued a four party check to include the home owner, the Township, Washtenaw County and the State of Michigan. He stated there were delinquent property taxes and the property was set to go into foreclosure in March. The State of Michigan had state tax liens on the property. He reported the homeowner has paid off the state and county and the insurance company would issue a new check for the Township and Fire Department. He said the homeowner has not committed to fixing the issues with the house and that we may need this court action if the homeowner did not renovate the house and it would need to be demolished.

CHARTER TOWNSHIP OF YPSILANTI
JANUARY 19, 2016 WORK SESSION MINUTES
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**4. REQUEST TO AMEND 2016 CONTRACTS AND RENEWALS WITH THE
ADDITION OF THREE (3) VENDORS, FIRE SAFETY 2000, CARLISLE
WORTMAN ASSOCIATES, INC. AND FSCI**

OTHER BUSINESS

Ms. Kaiser, Township Resident, would like the Township to come up with a plan for the future when Township Trustees do not fulfill their duties due to habitual absences. She also questioned the increase of \$7.35 that DTE would issue to residents and also another increase planned for the fall. She asked the Township to help stop the reported increase.

The meeting was adjourned at approximately 6:50 p.m.

Respectfully Submitted,
Karen Lovejoy Roe, Clerk

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 19, 2016 REGULAR MEETING

Supervisor Stumbo called the meeting to order 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 observed.

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

Members Absent: Trustee Jean Hall Currie

Legal Counsel: Wm. Douglas Winters

CONSENT AGENDA

A. MINUTES OF THE DECEMBER 15, 2015 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR YEAR END DECEMBER 23, 2015 IN THE AMOUNT OF \$644,758.13
2. STATEMENTS AND CHECKS FOR JANUARY 5, 2016 IN THE AMOUNT OF \$751,173.22
3. STATEMENTS AND CHECKS FOR JANUARY 19, 2016 IN THE AMOUNT OF \$147,317.00
4. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR DECEMBER 2015 IN THE AMOUNT OF \$30,214.76
5. CHOICE HEALTH CARE ADMIN FEE FOR NOVEMBER 2015 IN THE AMOUNT OF \$1,192.50

C. DECEMBER 2016 TREASURER'S REPORT

D. 2015 ANNUAL TREASURER REPORT

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

SUPERVISOR REPORT (see attached)

Supervisor Stumbo announced the elected officials had met with the Director of the Michigan Economic Development Corporation, Spark and the University of Michigan, on Friday, to discuss the State of Michigan plans to purchase the former Willow Run General Motors Bomber Plant property from Racer Trust for the home of the connected and automated vehicle (CAV) research, testing, product development

CHARTER TOWNSHIP OF YPSILANTI
JANUARY 19, 2016 REGULAR BOARD MEETING MINUTES
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and certification facility. She said it was a game changer for Ypsilanti Township and Washtenaw County. Supervisor Stumbo said it was most exciting that the University of Michigan would be a critical partner in the development of the research and testing facility. She explained the facilities would be built with federal, state and private funds. She stated that so many individuals and organizations had worked hard and put in a lot of hours over recent years to develop this project and the township was thankful for everyone's efforts. She said the state was aiming to purchase the property in February. She shared that this project will mean jobs, different jobs than we had in manufacturing but good jobs. She said it was a blessing. Supervisor Stumbo said that she knew we were not supposed to get too excited until it all really happens but that she could not help it. She said there were a lot of moving pieces with some very great partners. She also said that Congresswoman Dingell played an integral part in helping this partnership and had been working for a long time on it. She thanked Congresswoman Dingell for all her efforts on this project. Supervisor Stumbo also thanked all the employees, directors and staff of Ypsilanti Township for their commitment to service, outstanding performance and hard work. She said it takes an internal team that the outside world sees as professional to make progress and economic development a reality.

Attorney Winters shared that it was a wonderful announcement and was a great use of the property. He said it was a site with a rich history including the production of bomber planes that secured democracy for the world and that to have a use that would generate new jobs was a positive accomplishment for Ypsilanti Township and would continue into the future to be a key site for economic development.

Clerk Lovejoy Roe shared that she too was grateful for the partnerships that made this announcement happen. She said that it was historic to have the Federal and State Government, University of Michigan, Spark and Ypsilanti Township all working together to provide jobs for Ypsilanti Township and Washtenaw County. She thanked all that worked on the project along with the leadership of Supervisor Stumbo.

PUBLIC COMMENTS

Ms. Kaiser, resident, specifically requested the board to establish new procedures to prohibit Trustees in the future from habitually missing meetings. She also requested the township to assist in stopping DTE from increasing gas rates.

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JANUARY 19, 2016 REGULAR BOARD MEETING MINUTES
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CLERK REPORT (see attached)

Clerk Lovejoy Roe shared absentee applications were available and explained the change in the state legislation that would no longer allow straight party voting which would result in long lines at the polls.

TREASURER REPORT (none given)

TRUSTEE REPORT (none given)

ATTORNEY REPORT

Sloan Property Donation

Attorney Winters reviewed the Sloan property donation proposal that was discussed at the work session and introduced Attorney Tom Daniels representing Mr. Sloan. Attorney Daniels shared with the board that Mr. Sloan was very excited about the donation of this property to the township. Attorney Winters said that a donation agreement would be brought back for the board to approve at the next board meeting but it would be appropriate for the board to accept the donation of the 28 acres of RM-2 zoned property subject to the approval of a donation agreement.

A motion was made by Trustee Eldridge, supported by Treasurer Doe to accept the donation of the 28 acres of Sloan owned property zoned RM-2 subject to the approval of a donation agreement. The motion carried unanimously.

Racer Trust Bond

Attorney Winters explained that he had been working with Grant Trigger from Racer Trust on increasing a bond to insure the final removal of the stock pile on the Racer Trust property. He said that the permits for demolition could be released as long as the township secured a new bond that would have an automatic annual renewal until the spoils were removed. Attorney Winters said it would be appropriate for the board to consider authorizing the signing of the bond agreement with Racer Trust that would include an annual automatic renewal.

A motion was made by Treasurer Doe, supported by Trustee Eldridge to authorize the signing of a bond agreement with Racer Trust that

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JANUARY 19, 2016 REGULAR BOARD MEETING MINUTES
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included an automatic annual renewal until the spoils were removed. The motion carried unanimously.

NEW BUSINESS

1. BUDGET AMENDMENT #1 (see attached)

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #1- 2016. Motion carried unanimously.

2. RESOLUTION 2016-05, TO RESCIND THE MAY 14, 2012 APPROVAL OF A CLASS C LIQUOR LICENSE FOR APPLICANT LAS DOS FUENTES, LLC FOR USE AT 1960 WHITTAKER ROAD (see attached)

Clerk Lovejoy Roe read Resolution 2016-05, to Rescind the May 14, 2012 Approval of a Class C Liquor License for Applicant Las Doe Fuentes, LLC for the Use at 1960 Whittaker Road.

A motion was made by Treasurer Doe, supported by Trustee Scott Martin to approve Resolution 2016-05, to Rescind the May 14, 2012 Approval of a Class C Liquor License for Applicant Las Doe Fuentes, LLC for the Use at 1960 Whittaker Road. The motion carried unanimously.

3. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 552 N. HARRIS IN THE AMOUNT OF \$5,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Request of Mike Radzik, OCS Director for Authorization to Seek Legal Action if Necessary to Abate Public Nuisance for Property Located at 552 N. Harris in the Amount of \$5,000.00 Budgeted in Line Item #101-950-000-801-023. Motion carried unanimously.

4. REQUEST TO AMEND 2016 CONTRACTS AND RENEWALS WITH THE ADDITION OF THREE (3) VENDORS, FIRE SAFETY 2000, CARLISLE WORTMAN ASSOCIATES, INC. AND FSCI (see attached)

**CHARTER TOWNSHIP OF YPSILANTI
JANUARY 19, 2016 REGULAR BOARD MEETING MINUTES
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A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve the request to Amend 2016 Contract and Renewals with the Addition of Three (3) Vendors, Fire Safety 2000, Carlisle Wortman Associates, Inc. and FSCI. The motion carried unanimously.

ADJOURNMENT

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

The meeting was adjourned at approximately 7:35 p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

SUPERVISOR'S REPORT

January 15, 2016

12/16/15	Attended LDFA board meeting with Clerk Roe Met with Girl Scouts regarding art in the community and bee keeping Attended YCUA board meeting with Treasurer Doe Attended open house for the Convention & Business Bureau with Treasurer Doe
12/17&18/15	Vacation
12/21-23/15	Vacation
12/24/15 thru 1/1/16	Township closed for the holidays
1/4/16-1/8/16	Vacation
1/8/16	Attended first meeting of Washtenaw Economic
1/11/16	Met with Kharena Keith of Ypsilanti Community Schools Attended weekly police meeting Attended Lincoln NHW meeting, Clerk Roe also attended
1/12/16	Met with resident regarding Black History celebration at Community Center 3 FTOs, Jeff Allen and Michael Saranen met with YCUA and Stantec to discuss the Tyler Dam project Met with Doug Swift of Ascend Group Attended Holmes Road NHW meeting, Clerk Roe also attended
1/13/16	Karen Roe and I attended Affordable Housing/Equity Leadership Team meeting Attended ELG annual meeting
1/14/16	Attended weekly development team meeting
1/15/16	3 FTOs met with Doug Winters, Ann Arbor SPARK and RACER Trust regarding the GM property Attended Detroit Charity event
1/18/16	Treasurer Doe, Trustee Eldridge and I attended the Martin Luther King Jr. luncheon at Eastern Michigan University

CLERK REPORT

JANUARY 19, 2016

Submitted by Karen Lovejoy Roe, Clerk

- **BUSINESS PROCESS MANAGEMENT (BPM)**-The township board authorized the creation of a team to finalize a professional service proposal for managing the township's workflow, accountability, and business processes. The Business Process Management (BPM) team has continued to meet and work on the selection of software and a professional services consultant. This project will provide the services in the area of information accountability, work flow and all business process management. The team met on Wednesday, January 13, 2016 and is making final preparations for meetings with board members to discuss the next steps in moving the township forward in this area.
- **SPLASH PAD MEETING WITH ROBERT TETONS, DIRECTOR OF WASHTENAW COUNTY PARKS AND RECREATION** -On January 8, 2016 some members of the Splash Pad Committee met with Robert Tetons, Director of Washtenaw County Parks and Recreation. Washtenaw County operates a splash pad at Independence Park and the committee was seeking more information regarding building and operating a splash pad in Ypsilanti Township. The committee was also very interested in working with Washtenaw County Parks and Recreation in preparing a grant for part of the splash pad project. Another meeting will be scheduled with the entire Splash Pad Committee to discuss next steps. The Attorney and Vortex are working on an agreement to bring to the Township Board for the design of the Splash Pad in Ford Lake Park. The committee decided a design was needed to apply for a grant with the State of Michigan and to also finalize operations costs and building costs.
- **MARCH 8, 2016 PRESIDENTIAL PRIMARY ELECTION**-Plans are underway and the Clerk's office is busy with election preparation. The absentee ballot applications were mailed out on Friday, January 8th and many are being returned daily. There will be three ballots available for the March 8, 2016 election. A Republican Ballot, a Democrat Ballot and a Ballot that is only for the County wide millage proposal for emergency communications. The voters will be required to decide what ballot they desire at the polls on Election Day and if voting absentee must indicate a ballot choice on the absentee application. The Clerk's office is in need of election workers for all the elections in 2016. At the end of 2015 the State Legislature voted to eliminate straight party voting in all future elections. This elimination of the ability to vote straight party will add to the already long voting lines in the General Election on November 8, 2016.

REGIONAL EQUITY LEADERSHIP GROUP MEETING-was held on January 13, 2016 at the LRC building. Supervisor Stumbo and Clerk Lovejoy Roe attended on behalf of Ypsilanti Township. The group reviewed the 2016 Equity Housing work plan along with the Annual Report. Discussion included the role and anticipated launch of a larger Working Group comprised of community leaders and affordable housing supporters. The group talked about 2016 goals for Equity Housing in Washtenaw County.

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #1**

January 19, 2016

101 - GENERAL OPERATIONS FUND

Total Increase \$685,814.00

Increase budget and re-budget for the Network expansion project approved in 2015 by \$101,214. The fiber optic underground cable will run from the main Fire station #1 to the Community Center when completed. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$101,214.00
		Net Revenues	<u>\$101,214.00</u>
Expenditures:	Capital Outlay - Network Expansion	101-970-000-971.010	\$101,214.00
		Net Expenditures	<u>\$101,214.00</u>

Increase budget and re-budget for the Fire truck purchase approved in 2015 of \$584,600. The ordered fire truck was not complete and ready to ship out before the year end of 2015. We will received the new Fire Truck in 2016. (The Fire Fund will be paying the General Fund back over a ten year period.) This is funded by an Appropriation of Prior Year Fund Balance..

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$584,600.00
		Net Revenues	<u>\$584,600.00</u>
Expenditures:	Capital Outlay - Fire Truck	101-970-000-975.206	\$584,600.00
		Net Expenditures	<u>\$584,600.00</u>

206 - FIRE FUND

Total Increase \$252,000.00

Increase budget for retirement other postemployment benefits (OPEB) by \$252,000 in order to pay the annual required contribution (ARC) for 2016. The Fire fund ended the 2015 fiscal year with additional fund balance to pay the full ARC. This is funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206-000-000-699.000	\$252,000.00
		Net Revenues	<u>\$252,000.00</u>
Expenditures:	OPEB Funding Retiree Health	206-852-000-876.003	\$252,000.00
		Net Expenditures	<u>\$252,000.00</u>

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #1**

January 19, 2016

226 - ENVIRONMENTAL SERVICES FUND

Total Increase \$940.00

Increase budget for PTO payout over the budgeted 32 hours. The amount requested is 98 hours paid at 75%, of which 50% will be in the Environmental Services and 50% will be in the Compost Fund. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	226-000-000-699.000	\$940.00
		Net Revenues	<u><u>\$940.00</u></u>
Expenditures:	Salary - Permeant Wages	226-226-000-706.000	\$873.00
	FICA	226-226-000-715.000	\$67.00
		Net Expenditures	<u><u>\$940.00</u></u>

230 - RECREATION FUND

Total Increase \$7,441.00

Increase budget for senior grant received in the amount of \$4,941 to be used to purchase equipment for the senior's . This is funded by a private grant.

Revenues:	Senior Grant - Private Grantor	230-000-000-675.006	\$4,941.00
		Net Revenues	<u><u>\$4,941.00</u></u>
Expenditures:	Senior Rec Center Equipment	230-751-000-974.022	\$4,941.00
		Net Expenditures	<u><u>\$4,941.00</u></u>

Increase budget for Art in the Park Donation received and the expenditure line for Art in the Park in the amount of \$2,500. We have received \$2,500 from Mrs. Krieger. This is funded by donations.

Revenues:	Donations - Art in the Park	230-000-000-675.008	\$2,500.00
		Net Revenues	<u><u>\$2,500.00</u></u>
Expenditures:	Art in the Park Program	230-751-000-740.600	\$2,500.00
		Net Expenditures	<u><u>\$2,500.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #1**

January 19, 2016

252 - HYDRO STATION FUND

Total Increase \$132,712.00

Increase budget and re-budget for the Gen 1 project approved in 2015 by \$132,712. The generator #1 turbine will be overhauled and coated when completed in 2016. This is funded by an appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	252-000-000-699.000	\$132,712.00
		Net Revenues	<u>\$132,712.00</u>
Expenditures:	Capital Outlay-New Equipment	252-252-000-976.000	\$132,712.00
		Net Expenditures	<u>\$132,712.00</u>

590 - COMPOST FUND

Total Increase \$940.00

Increase budget for PTO payout over the budgeted 32 hours. The amount requested is 98 hours paid at 75%, of which 50% will be in the Environmental Services and 50% will be in the Compost Fund. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	590-000-000-699.000	\$940.00
		Net Revenues	<u>\$940.00</u>
Expenditures:	Salary - Permeant Wages	590-590-000-706.000	\$873.00
	FICA	590-590-000-715.000	\$67.00
		Net Expenditures	<u>\$940.00</u>

Motion to Amend the 2016 Budget (#1):

Move to increase the General Fund budget by \$685,814 to \$8,681,454 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$252,000 to \$5,014,815 and approve the department line item changes as outlined.

Move to increase the Environmental Services Fund budget by \$940 to \$2,602,276 and approve the department line item changes as outlined.

Move to increase the Recreation Fund budget by \$7,441 to \$927,106 and approve the department line item changes as outlined.

Move to increase the Hydro Station Fund budget by \$132,712 to \$484,112 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by \$940 to \$426,517 and approve the department line item changes as outlined.

RESOLUTION 2016-05

Resolution Rescinding Approval of 2012 Class C Liquor License for Las Dos Fuentes, LLC located at 1960 Whittaker Rd.

Whereas, on May 14, 2012, the Charter Township of Ypsilanti Board of Trustees approved the request of Jesus Arellano for a new Class C liquor license for his new restaurant, Las Dos Fuentes, LLC, located at 1960 Whittaker Rd ; and

Whereas, at the time of approval the applicant indicated he needed a second liquor license in order to reorganize his existing restaurant, La Fuente located at 1930 Whittaker Rd, while simultaneously opening a new restaurant at 1960 Whittaker Rd; and

Whereas, the Township's approval of the new license was conditioned on the requirement that the applicant not transfer the location of the license for three years from the date of the issuance of the license by the Michigan Liquor Control Commission; and

Whereas, three years and eight months have passed since the Township approved the liquor license and the new restaurant for which the license was granted has not been renovated or opened; and

Whereas, building and zoning permits required to complete the remodeling of the subject location at 1960 Whittaker Rd have not been obtained, some work has been done at the premises without required permits, and the remodeling of the building is far from completion; and

Whereas, the Charter Township of Ypsilanti Liquor Ordinance, Sec. 37-25(e), states in part that, "...approval of a license by the township shall be with the understanding that any necessary remodeling or construction for the use of the license shall be commenced within six months of the action of the township board or the Michigan Liquor Control Commission. Any unreasonable delay in the completion of such remodeling or construction...may subject the license to revocation upon notice and hearing as detailed elsewhere herein;" and

Whereas, the Michigan Liquor Control Commission has allocated the license approved on May 14, 2012 against the Township's quota of on-premise liquor licenses but has not actually issued the license to the applicant because it has not been able to conduct a final inspection of the licensed premises; and

Whereas, the Michigan Liquor Control Commission has advised the Township that it has the right by Board Resolution to rescind its May 14, 2012 approval of the new license because it has not yet been issued, and that upon doing so the license will be returned to the unused pool of available quota licenses allotted to the Township;

Now therefore, be it resolved, that the resolution dated May 14, 2012 approving a new Class C liquor license for applicant Las Dos Fuentes, LLC for use at 1960 Whittaker Rd is hereby rescinded because the applicant has not complied with the Township's Liquor Ordinance as a result of an unreasonable delay in completion of the remodeling of the premises for use of the license.

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. 2016-05 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on January 19, 2016.


Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

2016 LIST OF CONTRACTUAL VENDORS ANNUAL LIST OF CONTRACTS AND RENEWALS

VENDOR/FIRM	DESCRIPTION
360 Service	Printing & mailing assessment notices & Pers. Prop.
Abby Door	Garage Doors
Adobe	Creative Cloud Subscription
A.F. Smith	Electrical Work
Air Source One	Breathing Air Compressor Maintenance
Alienvault	Network IDS Systems
Alternative Computer Technology, Inc.	Sophos Computer Security Software
Ann Arbor Audio	Board Room Sound System
Ann Arbor SPARK Dues	
Ann Arbor SPARK East Dues	
APEX	Assessing Drawing Software
Apollo Fire Equipment	
ASAP	DOT Random Screens
ASC	
ASCAP	Phone Music
Ascend	Health Care Agent
AT&T	Voice/Data Communication Services
Automatic Irrigation Supply	Green Oaks Irrigation System – Rain Bird
Badger	Chipper Parts
Bandit	Chipper Parts
Barr Engineering	Hydro Station
B & C Painting	Paint and Graffiti Removal
Bell Tire	MI Deals Goodyear Dealer
Biddle Consulting Group	OPAC HR Testing Software
Blue Cross/Blue Shield of Michigan	Employee Health Care
Bresser's	
BS&A	Government Software Apps
Budget Towing	Vehicle Towing
Butzel & Long	
Carlisle Wortman Assoc., Inc.	
Carter & Burgess	Structural Engineer
CDWG	Microsoft Enterprise Agreement
Centron Data Services	Printing & mailing assessment notices & Personal Property
Choice Strategies	Employee Medical/Dependent Reimbursement – Benny Card
Cincinnati Time	Time Clocks
Cintas	First Aid Supplies
Clear Rate Communications	Telephone Service
Code42	Online Backup Services
Comcast	Internet Services
Conference of Western Wayne Firefighter Testing Program	Firefighter Testing Program
Conti	Cameras/Video
Controlled Power	U.P.S. (Uninterruptible Power Supply) Maintenance, Fire Dept.
Delta Dental	Employee Dental Services
DTE Energy	Generator Maintenance
D J Conneley	Boiler Maintenance
Doan Construction	Sidewalk Repair Contractor and Engineer
Ed's Garage	Vehicle Repair
Election Systems & Software (ES&S)	Tabulator and AutoMark Maintenance Contract
Elsitech.com	Remote ScreenShare
ESRI	GIS Software Maintenance
Fiber Link Inc.	Miss Dig Management
Fire Findings	
Fire Safety 2000	
Fotolia.com	Stock Images
FSCI	
Gabriel Roeder Smith & Company	Actuary Company
Garan Lucow	
GCSI	Lobbyist Firm
GFI Software	Patch Management Software
Godaddy.com	Web Server SSL Certs
GolfNow	Golf Course Management Software
Google	Google Apps

2016 Annual Contracts and Renewals

Page 2

Governmental Business Systems
Governor Computer

VENDOR/FIRM

Grainger
Guardian Alarm
Hastings Air Energy Control
Honeywell
Hootsuite
Huron River Watershed Council Dues
Huron Valley Cabling
Int. Assoc. of Arson Invest
Imperva
International Code Council
Intern. Fire Chief's Assoc.
Konica-Albin
Langworthy, Strader & LeBlanc
Linode
Lighting Supply
Logisoft
Looking Good Lawns
MAP (Michigan Ability Partners)
Maps by Wagner
Marketplace Solutions of Ohio, Inc.
Margolis Nursery
MASA
McLain & Winters
Meals on Wheels
Medtronic/Physio-Control
Merit.edu
Michigan Assessor Association
MI Association of Fire Chiefs
MiGMIS
Michigan Association of Planning (MAP)
Michigan Fire Inspector's Society
Michigan Fireman's Association
Michigan Municipal League
(MRPA)Michigan Recreation & Park Assoc.
Michigan Township Association Dues
Microsoft
Miracle Midwest
Monitis.com
Munetrix
National Fire Protection Association
Niswander LLC
O'Bryan's Lock & Key
OHM Engineering
Parkway Services
Parson's Brinkerhoff
Pitney Bowes
Play Enviro
Playworld Midstates
PSLZ
Printing Systems
Professional Tree Service
QPS Printing
Q-Star Technology
Ricoh
SEMCOG
SE Michigan Fire Chief's Assoc
Schneider Electric
Senior Nutrition Lease
Sinclair Recreation, LLC-Gametime
SiteOne
Spears Fire & Safety
Spectorsoft
Spicer Group

Election Equipment & Supplies
Printer Repairs

DESCRIPTION

Industrial Equipment
Security Alarm & Door Access System
Plymovent System Preventive Maintenance, Fire Dept.
HVAC – RSD
Social Media Manager Services

Structured Network Wiring

Webserver Application Firewall
State Building Code Books/Software

Copier Maintenance

Township Web Host
Bulbs, Ballasts, Lighting Supplies
Sophos Software/Firewall Software
Ordinance Mowing
Roadside Cleanup
Police/Fire/Elections/Residential Services Maps

Trees and Landscaping
Softball purchase for adult programs at Rec. Dept.
Township Attorneys

Zimbra Maintenance
Dues for Assessor Office

Michigan Governmental IT Professionals
C.E.D. training, reference etc.

Insurance
Per Art S.
Clerk's Office
Microsoft Licensing
Playscape Equipment for Specific Parks
External Network Monitoring
Web support – Dashboard & Citizen's Guide

Locksmith

Port-A-John Rental

Postage Machine
Playscape Equipment for Specific Parks
Playscape Equipment for Specific Parks
Auditors/David Williamson CPA
Election Supplies
Tree Removal

Flash Cam Maintenance
Printer Services

UPS Maintenance
Agreement with Washtenaw County for Senior Nutrition Program
Playscape Equipment for Specific Parks
Ball and Soccer Paint Supplies, Ice Melt
Fire Extinguisher Inspections/Maintenance
Systems Log Management
Engineers/Surveyors/Planners

2016 Annual Contracts and Renewals

Page 3

Spok

Standard Insurance

Pagers

Life/Disability Insurance

VENDOR/FIRM

Stantec
State of Michigan
Stormwater Management Services, LLC
Superior Diesel
Tetra Tech
Thomson Reuters
Total Fitness
Ulliance
Valentine Tree Service
Verizon
Vermont Systems
V & J Cement Contractors
VMWare
Vision Service Plans (VSP)
Washtenaw Area Transportation Study Dues
Washtenaw County CED -
Washtenaw County Mutual Aid
Washtenaw County Road Commission
Washtenaw County Treasurer
Washtenaw Urgent Care
Waste Management
Western Wayne County Mutual Aid
West Shore
Windstream
W.J. O'Neil
YCUA
Ypsilanti Area Chamber of Commerce
Ypsilanti City DPW
Zoho Corp

DESCRIPTION

Hydro Dam Maintenance
MiDeal

Chipper Engine Parts
Environmental Services
Fixed Assets Software

Employee Assistance Program (EPA)
Tree Service
Mobile Phones
RecTrac Software Support
Concrete and Manhole Renovation
Server Virtualization Software
Vision Insurance

Senior Nutrition Program

Purchase of Salt & Grading
Sheriff Services
Pre-employment Drug Screen/DOT Screens
Trash Haulers

Maintenance of Outdoor Sirens
Telephone Service
Mechanical
Lift Stations, Vehicle and Equipment Repair

Road Salt
Network Monitoring/Request Racking Systems

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



**Accounting
Department**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-3702
Fax: (734) 484-5154

Charter Township of Ypsilanti

STATEMENTS AND CHECKS

FEBRUARY 2, 2016 BOARD MEETING

ACCOUNTS PAYABLE CHECKS - \$ 265,909.90

HAND CHECKS - \$ 374,217.00

GRAND TOTAL - \$ 640,126.90

01/25/2016 04:19 PM
User: mharris
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 1/1
CHECK NUMBERS 170969 - 171007

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Hand checks					
Bank AP AP					
01/13/2016	AP	170969	0363	COMCAST CABLE	112.35
01/13/2016	AP	170970	0363	COMCAST CABLE	249.35
01/13/2016	AP	170971	0363	COMCAST CABLE	166.15
01/13/2016	AP	170972	0363	COMCAST CABLE	224.40
01/13/2016	AP	170973	0363	COMCAST CABLE	114.35
01/13/2016	AP	170974	0426	GUARDIAN ALARM	1,042.50
01/13/2016	AP	170975	0426	GUARDIAN ALARM	1,856.07
01/13/2016	AP	170976	6263	STANDARD INSURANCE COMPANY	4,345.00
01/13/2016	AP	170977	1475	VERIZON WIRELESS	100.82
01/13/2016	AP	170978	1475	VERIZON WIRELESS	70.91
01/14/2016	AP	170979	6821	AT & T	3,115.50
01/14/2016	AP	170980	0363	COMCAST CABLE	494.55
01/14/2016	AP	170981	0363	COMCAST CABLE	266.50
01/14/2016	AP	170982	0363	COMCAST CABLE	98.08
01/14/2016	AP	170983	0363	COMCAST CABLE	2.00
01/14/2016	AP	170984	0363	COMCAST CABLE	104.85
01/14/2016	AP	170985	15751	SOUTHERN COMPUTER WAREHOUSE	1,088.33
01/14/2016	AP	170986	1507	SPARTAN DISTRIBUTORS	523.50
01/14/2016	AP	170987	6629	START SMART SPORTS DEVELOPMENT	160.26
01/14/2016	AP	170988	0632	STERICYCLE INC	173.87
01/15/2016	AP	170989	0118	DTE ENERGY	21,254.40
01/20/2016	AP	170990	5049	BLUE CROSS BLUE SHIELD OF MI	135,678.90
01/20/2016	AP	170991	BCBS	BLUE CROSS BLUE SHIELD OF MI	32,141.89
01/20/2016	AP	170992	0363	COMCAST CABLE	4,461.00
01/20/2016	AP	170993	0426	GUARDIAN ALARM	583.35
01/20/2016	AP	170994	1475	VERIZON WIRELESS	1,084.15
01/20/2016	AP	170995	1475	VERIZON WIRELESS	1,728.76
01/20/2016	AP	170996	15934	WASTE MANAGEMENT	11.53
01/20/2016	AP	170997	15934	WASTE MANAGEMENT	94,566.77
01/20/2016	AP	170998	15934	WASTE MANAGEMENT	461.28
01/20/2016	AP	170999	15934	WASTE MANAGEMENT	1,946.29
01/20/2016	AP	171000	15934	WASTE MANAGEMENT	752.54
01/20/2016	AP	171001	15934	WASTE MANAGEMENT	217.59
01/20/2016	AP	171002	15934	WASTE MANAGEMENT	120.78
01/20/2016	AP	171003	15934	WASTE MANAGEMENT	33,406.16
01/20/2016	AP	171004	15934	WASTE MANAGEMENT	28,085.36
01/20/2016	AP	171005	15934	WASTE MANAGEMENT	2,200.64
01/20/2016	AP	171006	15934	WASTE MANAGEMENT	500.00
01/20/2016	AP	171007	15421	WEX BANK	706.27

AP TOTALS:

Total of 39 Checks:	374,217.00
Less 0 Void Checks:	0.00
Total of 39 Disbursements:	374,217.00

User: mharris

CHECK NUMBERS 171008 - 171075

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
02/02/2016	AP	171008	2937	A & R TOTAL CONSTRUCTION, INC.	414.84
02/02/2016	AP	171009	15493	ADAM KURTINAITIS	875.00
02/02/2016	AP	171010	0017	ANN ARBOR CLEANING SUPPLY	194.54
02/02/2016	AP	171011	2057	ANN ARBOR CONVENTION & VISITORS	500.00
02/02/2016	AP	171012	0022	ANN ARBOR WELDING SUPPLY CO	88.75
02/02/2016	AP	171013	16027	ANN ARBOR/YPSILANTI REGIONAL	355.50
02/02/2016	AP	171014	0215	AUTO VALUE YPSILANTI	86.59
02/02/2016	AP	171015	6959	BUTZEL LONG	756.00
02/02/2016	AP	171016	5035	CHESTER COPLEY	2,517.60
02/02/2016	AP	171017	2276	CINCINNATI TIME SYSTEMS	652.00
02/02/2016	AP	171018	0102	COLMAN-WOLF SANITARY SUPPLY CO	193.16
02/02/2016	AP	171019	1312	COMPLETE BATTERY SOURCE	72.80
02/02/2016	AP	171020	0582	CONGDON'S	29.66
02/02/2016	AP	171021	0588	CUMMINS BRIDGEWAY, LLC	2,813.24
02/02/2016	AP	171022	15731	DIANE RABAA	90.00
02/02/2016	AP	171023	2898	EMERGENT HEALTH PARTNERS	5,956.15
02/02/2016	AP	171024	1200	FEDERAL EXPRESS CORPORATION	241.09
02/02/2016	AP	171025	2578	FERGUSON ENTERPRISES, INC.	353.79
02/02/2016	AP	171026	FSP	FIRE SMART PROMOTIONS	730.00
02/02/2016	AP	171027	1233	GORDON FOOD SERVICE INC.	58.34
02/02/2016	AP	171028	0107	GRAINGER	587.45
02/02/2016	AP	171029	6414	GRIFFIN PEST SOLUTIONS	93.00
02/02/2016	AP	171030	6786	HERITAGE-CRYSTAL CLEAN, LLC	291.67
02/02/2016	AP	171031	2831	HERKIMER RADIO SERVICE	536.89
02/02/2016	AP	171032	0503	HOME DEPOT	276.50
02/02/2016	AP	171033	KAFTAN	KAFTAN MANAGEMENT	99,886.19
02/02/2016	AP	171034	K. YOUNG-T	KAYLA YOUNG-TROOST	45.00
02/02/2016	AP	171035	KCI	KCI	7,524.00
02/02/2016	AP	171036	K. MONTRES	KEITH MONTRESOR	1,015.00
02/02/2016	AP	171037	KLAI	KLAI-CO IDENTIFICATION PRODUCT, INC	165.73
02/02/2016	AP	171038	L. STUBBS	LAURA STUBBS	65.00
02/02/2016	AP	171039	6467	LOWE'S	62.58
02/02/2016	AP	171040	11330	LSL PLANNING INC	495.00
02/02/2016	AP	171041	0158	MARK HAMILTON	1,500.00
02/02/2016	AP	171042	0140	MCAA	75.00
02/02/2016	AP	171043	0253	MCLAIN AND WINTERS	9,775.00
02/02/2016	AP	171044	16445	MCMASTER-CARR	294.95
02/02/2016	AP	171045	0629	MICHIGAN ASSOC. OF MUNICIPAL CLERKS	120.00
02/02/2016	AP	171046	16461	MICHIGAN LINEN SERVICE, INC.	914.97
02/02/2016	AP	171047	16407	MLIVE MEDIA GROUP	116.94
02/02/2016	AP	171048	2986	NAPA AUTO PARTS*	78.08
02/02/2016	AP	171049	6278	OBRYAN'S LOCK & KEY*	162.00
02/02/2016	AP	171050	2997	OFFICE EXPRESS	787.77
02/02/2016	AP	171051	0309	ORCHARD, HILTZ & MCCLIMENT INC	18,502.25
02/02/2016	AP	171052	P. POWER	PETER POWER	2,100.00
02/02/2016	AP	171053	0319	PITNEY BOWES INC.*^	169.99
02/02/2016	AP	171054	6506	PM TECHNOLOGIES, LLC	315.00
02/02/2016	AP	171055	0339	POST, SMYTHE, LUTZ AND ZIEL	3,315.00
02/02/2016	AP	171056	6045	Q.P.S PRINTING	219.58
02/02/2016	AP	171057	5047	RAY RANDOLPH	2,517.60
02/02/2016	AP	171058	15420	RESERVE ACCOUNT	10,000.00
02/02/2016	AP	171059	6308	RKA PETROLEUM	1,056.59
02/02/2016	AP	171060	6579	ROBERTSON MORRISON, INC.	2,374.00
02/02/2016	AP	171061	S.WILHOITE	SHAWN WILHOITE	35.00
02/02/2016	AP	171062	6578	SMEMSIC	300.00
02/02/2016	AP	171063	SPOK, INC	SPOK, INC.	10.20
02/02/2016	AP	171064	6442	STATE OF MICHIGAN	95.00
02/02/2016	AP	171065	TETRA TECH	TETRA TECH, INC	215.00
02/02/2016	AP	171066	6824	THD AT- HOME SERVICES	111.00
02/02/2016	AP	171067	15941	TODD BARBER	4,850.00
02/02/2016	AP	171068	6376	TRACTOR SUPPLY COMPANY	951.92
02/02/2016	AP	171069	8621	UNEMPLOYMENT INSURANCE AGENCY	2,659.22
02/02/2016	AP	171070	0497	VAN BUREN STEEL & FABRICATING	20.00
02/02/2016	AP	171071	16425	WASHTENAW COUNTY LEGAL NEWS	155.00
02/02/2016	AP	171072	0163	WASHTENAW COUNTY ROAD COMMISSION	3,682.52
02/02/2016	AP	171073	0163	WASHTENAW COUNTY ROAD COMMISSION	43,898.96
02/02/2016	AP	171074	0444	WASHTENAW COUNTY TREASURER#	23,232.00
02/02/2016	AP	171075	0480	YPSILANTI COMMUNITY	3,276.30

AP TOTALS:

Total of 68 Checks:	265,909.90
Less 0 Void Checks:	0.00
Total of 68 Disbursements:	265,909.90

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #2**

February 2, 2016

206 - FIRE FUND

Total Increase **\$154,730.00**

Increase budget for payouts of accumulated compensation and vacation time for 2 firefighters who are retiring and leaving our service. And for payouts of accumulated compensation, banked hours, and vacation time for 1 firefighter who is retiring and entering the Drop program. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206-000-000-699.000	\$44,320.00
		Net Revenues	<u>\$44,320.00</u>
Expenditures:	Salaries Pay Our Retirees	206-206-000-708.005	\$44,320.00
		Net Expenditures	<u>\$44,320.00</u>

Increase budget for payouts of accumulated sick time for 2 firefighters who are retiring and leaving our service. The accumulated sick payouts for the retired firefighters will be paid out at 100% over 26 pay periods. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206-000-000-699.000	\$110,410.00
		Net Revenues	<u>\$110,410.00</u>
Expenditures:	Retiree Time Payouts	206-206-000-708.008	\$110,410.00
		Net Expenditures	<u>\$110,410.00</u>

225 - ENVIRONMENTAL CLEANUP FUND

Total Increase **\$7,000.00**

Increase budget to allow for a transfer to the Hydro Station Fund. This is for Professional Services for general consultation regarding Tyler Dam which is needed in anticipation of a large State required repair to the dam. The Tyler dam can not use Hydro funds. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	225-000-000-699.000	\$7,000.00
		Net Revenues	<u>\$7,000.00</u>
Expenditures:	Transfer to Hydro Station	225-225-000-968.252	\$7,000.00
		Net Expenditures	<u>\$7,000.00</u>

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #2**

February 2, 2016

252 - HYDRO STATION FUND

Total Increase **\$7,000.00**

Increase budget for Professional Services for general consultation regarding Tyler Dam. This service is needed in anticipation of a large State required repair to the dam. The Tyler dam can not use Hydro funds, therefore it has been recommended to transfer funds from the Environmental Cleanup Fund. This will be funded by a transfer of funds from the Environmental Cleanup Fund.

Revenues:	Transfer In: Environmental Cleanup	252-000-000-697.007	\$7,000.00
		Net Revenues	<u>\$7,000.00</u>
Expenditures:	Professional Ser - Other Dams	252-252-000-801.250	\$7,000.00
		Net Expenditures	<u>\$7,000.00</u>

584 - GOLF COURSE FUND

Total Increase **\$1,615.00**

Increase budget of wages by \$1,500 and FICA by \$115 for the compensation/benefit package provided to Justin Blair upon being hired. The package stated that he would receive an additional \$1,500 increase following the 2015 Golf Season if he exceeded an increase of 15% in revenues. Justin has succeeded with a percentage increase of 19.24%. The Golf revenues for 2014 was \$504,230 and for 2015 was \$601,252. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	584-000-000-699.000	\$1,615.00
		Net Revenues	<u>\$1,615.00</u>
Expenditures:	Salaries - Pro Shop Director	584-584-000-702.002	\$1,500.00
	FICA	584-584-000-715.000	\$115.00
		Net Expenditures	<u>\$1,615.00</u>

Motion to Amend the 2016 Budget (#2):

Move to increase the Fire Fund budget by \$154,730 to \$5,169,545 and approve the department line item changes as outlined.

Move to increase the Environmental Clean-Up Fund budget by \$7,000 to \$7,000 and approve the department line item changes as outlined.

Move to increase the Hydro Station Fund budget by \$7,000 to \$491,112 and approve the department line item changes as outlined.

Move to increase the Golf Course Fund budget by \$1,615 to \$648,586 and approve the department line item changes as outlined.

CHARTER TOWNSHIP OF YPSILANTI

INFORMATION SERVICES

Computer Support • Web Content Management • Communications Services

To: Township Board
From: Travis McDugald, IS Manager
Through: Mike Radzik, OCS Director
Re: Authorize joining the Michigan Inter-governmental Trade Network Purchasing Group and to sign the Agreement for Services upon attorney review; funding for postage expenses are available in account 101-267.000-730.000
Date: January 22, 2016

The Michigan Inter-governmental Trade Network (MITN) bid system provides a way for local government agencies to more effectively reach and notify vendors of RFP and bid opportunities, while using shared resources to increase efficiency and reduce costs. The procurement solution delivers suppliers a centralized online location to view and receive RFPs and bid opportunities from over 150 local government agencies in Michigan. Information about the MITN system can be viewed online at www.mitn.info. The Township currently uses a sister system operated by the same company for surplus equipment auctions and has had a positive experience.

There is a one-time fee to announce to vendors that the Township has joined the program. The Township will provide its vendor list to MITN to notify our vendors that are not already MITN members. The fee covers postage and will be paid from the general services postage account.

Other local governments already using MITN include:

- Ypsilanti Community Utilities Authority
- Ann Arbor Area Transportation Authority
- Washtenaw County
- City of Ann Arbor
- City of Ypsilanti
- City of Dexter
- Augusta Township
- Superior Township
- Northfield Township
- Huron-Clinton Metropolitan Authority
- Washtenaw Community Health Organization

I respectfully request the Township Board approve joining the Michigan Inter-governmental Trade Network Purchasing Group and authorize signing the appropriate agreements upon attorney review. Funding for this request is available in account 101-267.000-730.000.



AGREEMENT FOR SERVICES

Parties to this Agreement: The parties to this Services Agreement (hereinafter referred to as “the Agreement”) are Charter Township of Ypsilanti, (hereinafter referred as the “Participating Organization”) and International Data Base Corp., doing business under the trade name Interactive Procurement Technologies by BidNet, a legally incorporated body having its principal place of business at 15 British American Blvd, Latham, NY 12110 (hereinafter referred to as “IPT”).

RECITALS:

WHEREAS the Participating Organization is in need of web-based solicitation and bidding services, including maintenance and support services;

WHEREAS under the Agreement, IPT has developed a web-based solicitation system, providing on-line bidding services, including maintenance and support services for the Michigan Inter-governmental Trade Network (hereinafter referred to as “MITN”)

WHEREAS the Participating Organization wishes to join MITN and benefit from the services provided by IPT;

THE PARTIES AGREE:

1. Description of Services:

- 1.1. System Membership:** The Participating Organization has agreed to join MITN. It is understood that IPT will provide the Participating Organization with access to MITN.
- 1.2. Promotion of System Name:** To avoid confusion with the Participating Organization staff and supplier community, the Participating Organization agrees that any endorsement or advertising it may do internally or externally, will promote MITN.

- 2. Term of Agreement:** This Agreement shall become effective on the date of execution for an initial term of thirty-six (36) months (the “Initial Term”). The Initial Term of this Agreement may be extended in one-year increments, without notice unless terminated by either party.

3. Payment for Services:

3.1 Participating Organization Fees:

- 3.1.1. Subscription Fees:** There will be no subscription fees incurred by the Participating Organization under this Agreement.
- 3.1.2. Mailing Fees:** IPT will send an invoice to the Participating Organization for reimbursement of postage fees incurred to produce the mailing to suppliers for new members.

- 3.1.3. Programming Fees:** The Participating Organization agrees to use MITN on an “as is” basis. Any customized work to the system requested by the Participating Organization shall be made available on a time and material basis.
- 3.1.4. Surplus Auction Fees:** Should the Participating Organization choose to use the Surplus Auctions program to sell unwanted goods and equipment, a 5% commission will be paid to IPT for items sold.

3.2 Supplier Registration Fees:

- 3.2.1. Basic Service:** This option gives suppliers access to search for documents of interest for all Participating Organizations actively using MITN at no charge, but requires them to remember to login frequently to ensure they catch opportunities before they close. This includes bids, addendums and awards.
 - 3.2.2. Optional Value Added Service:** Suppliers that choose to register for the value added service option will be charged a nominal annual subscription fee. This includes notification from all Participating Organizations when bids, addendums and awards are posted on MITN that matches their profile. The fee for the optional service is \$89.95 for one year or \$149.95 for two years.
 - 3.2.3.** In the event of a price decline, contract renewal or should IPT at any time, during the life of this agreement, sell the same service(s) at prices below those stated herein, IPT will immediately extend such lower prices to the MITN membership. Exclusions include; current systems pricing and previous contractual obligations.
- 4. Termination:** This Agreement may be terminated by either party upon sixty (60) days notice. Notice shall be in writing, sent by certified mail, return receipt requested.
 - 5. Entire Agreement:** This Agreement constitutes the entire understanding of the parties and the parties agree that there are no other understandings, representations or warranties, either expressed or implied, whether written or oral, made by either party, except as stated within this Agreement.
 - 6. Amendments:** No alteration of this Agreement shall be valid unless made in writing and signed by the parties and no oral understanding or agreements not incorporated herein shall be binding on the parties.
 - 7. Governing Law:** This Agreement shall be governed by the laws of the State of Michigan.
 - 8. Severability:** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.
 - 9. Work Product Ownership:** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other proprietary information developed in whole or in part by IPT in connection of this Agreement, will be the exclusive property of IPT. The Participating Organization supplier database is not subject to this work product ownership provision and remains the property of the Participating Organizations and upon written notice IPT will transmit the database to the Participating Organizations in an ODBC compliant format within twenty (20) business days.
 - 10. Unauthorized Use:** The Participating Organization agrees to require each user obtain a username and password to gain access to MITN. Sharing of usernames and passwords is strictly prohibited.

11. Warranty: IPT shall provide its services and meet its obligations under this Agreement in a timely manner, using knowledge for performing the services which meet a standard of care equal to service providers similar to IPT on similar projects.

12. Signatures: The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

13. Liability and Indemnity: IPT agrees to protect, defend, reimburse, indemnify and hold each MITN member, its officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whomsoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or any claims based on a contention with the MITN system or any infringes on patents, copyrights or intellectual property or in the performance, non performance or purported performance of the work or services or breach of the terms hereof, except when a MITN member is solely at fault.

The parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year written under the Participating Organization below.

Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

**Interactive Procurement Technologies by
BidNet[®], a division of
INTERNATIONAL DATA BASE CORP.**

Name: _____

Name: Dan Ansell

Title: _____

Title: Vice President

Date: _____

Date:

Signature: _____

Signature:

Michigan Inter-governmental Trade Network



By-Laws

1. The founding nine members are Cities of Birmingham, Dearborn, Farmington Hills, Rochester Hills, Royal Oak, Sterling Heights, Troy, Warren and the County of Livingston. The founding members will form the MITN steering committee.
2. Each member shall have one vote and a simple majority is required. At any meeting a quorum shall consist of at least five (5) steering committee members after notification to all nine (9) founding members.
3. Each participant of MITN must be a public entity. The steering committee will review and vote on additions and removals of participants in the MITN system.
4. These by-laws may be amended at any meeting provided a two-thirds majority vote is rendered.
5. Participants may submit improvement suggestions to any MITN steering committee member for review and consideration. Upon approval by the steering committee the suggestion will be forwarded to BidNet for consideration and implementation.
6. The user agency agrees to use the MITN system as the primary mechanism for solicitation of ITB's, RFP's, RFQ's, RFI's and SOQ's. Failure to adhere to this requirement may cause removal from the system. Each agency will promote the MITN system to the vendor community.
7. The steering committee reserves the right to remove any member from the MITN system who is found to be in violation of the MPPOA Code of Ethics and/or the terms and conditions of the BidNet agreement and the MITN By-Laws
8. The By-Laws will be accepted and signed by the chief procurement official or designee of the user agency and provided to the designated MITN agency.

PARTICIPATING AGENCIES

CITY OF BIRMINGHAM
Finance Department
(248) 644-1800 ext. 319
www.ci.birmingham.mi.us

CITY OF DEARBORN
Purchasing Division
(313) 943-2375
www.cityofdearborn.org

CITY OF FARMINGTON HILLS
Purchasing Division
(248) 473-9528
www.ci.farmington-hills.mi.us

LIVINGSTON COUNTY
Purchasing Department
(517) 552-2316
www.co.livingston.mi.us

CITY OF ROCHESTER HILLS
Purchasing Division
(248) 841-2538
www.rochesterhills.org

CITY OF ROYAL OAK
City Manager's Office
(248) 246-3202
www.ci.royal-oak.mi.us

CITY OF STERLING HEIGHTS
Purchasing Division
(586) 446-2740
www.sterling-heights.net

CITY OF TROY
Purchasing Department
(248) 524-3576
www.ci.troy.mi.us

CITY OF WARREN
Purchasing Division
586-574-4639
www.cityofwarren.org

Signed and accepted: _____
Name/Title

Agency Name: _____

Date: _____

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

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Michael Saranen, Hydro Operations
Jeff Allen, Director of Residential Services

DATE: January 25, 2016

RE: Approval of a professional services contract with Stantec for general services related to the Tyler Dam (Phase III) not to exceed \$7,000 for 2016 to be charged to account #252.252.000.801.250.

We are seeking Township Board approval for a master services contract with Stantec Consulting of Ann Arbor, for general services for Tyler Dam pending Township Attorney approval.

Please find Stantec's master service agreement attached here within, which is for general consultation, document review, and advice.

We are actively trying to address safety and other deficiencies at the Tyler Dam. Stantec is needed to review documents and communicate with the MDEQ so the Twp. can fulfill the responsibilities under the State's Dam Safety Act, Part 315.

The "not to exceed" expenditure of \$7,000 will be charged to account #252.252.000.801.250, pending approval of the budget amendment.

We will both be in attendance at the meeting, but if you have questions in the meantime, don't hesitate to call us.



MASTER SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective _____ (the "Agreement Date") by and between:

"CLIENT"

Name: CHARTER TOWNSHIP OF YPSILANTI

Address: 7200 South Huron River Drive, Ypsilanti, Michigan 48197

Phone: (734) 544-3691

Fax: 734-544-3626

Representative: Michael Saranen, Hydro Operations

"STANTEC"

Name: STANTEC CONSULTING SERVICES INC.

Address: 3754 Ranchero Drive, Ann Arbor, Michigan 48108

Phone: 734-214-2525

Fax: 734-761-12000

Representative: Paul J. Malocha, Senior Project Engineer

WHEREAS this **MASTER SERVICES AGREEMENT** ("AGREEMENT") is between STANTEC CONSULTING SERVICES INC. ("STANTEC") and CHARTER TOWNSHIP OF YPSILANTI ("CLIENT") for Services to be provided by STANTEC on projects as described in the Individual Task Order issued pursuant to this AGREEMENT (which sections are incorporated into this AGREEMENT).

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, it is hereby agreed as follows:

The scope of STANTEC's services ("SERVICES") will be set forth in individual Task Orders, which are incorporated into this AGREEMENT. All work authorized by a Task Order issued pursuant to this AGREEMENT shall be completed in accordance with, and subject to, the Terms and Conditions set forth herein, on pages 2 through 6.

STANTEC's Fee for the SERVICES will be set forth in the individual Task Orders which are incorporated into this AGREEMENT.

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above:

CHARTER TOWNSHIP OF YPSILANTI

STANTEC CONSULTING SERVICES INC.

Print Name and Title

Per:

Print Name and Title

Per:

Print Name and Title

Per:

Print Name and Title

Per:

DESCRIPTION OF WORK: STANTEC shall render the services described in each Task Order (hereinafter called the "SERVICES") in accordance with this AGREEMENT. STANTEC may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and STANTEC by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

COMPENSATION: Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in each Task Order, or, if no CONTRACT PRICE is indicated, in accordance with STANTEC's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle STANTEC, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by ~~30~~60 days at the lesser of 1.5% per month (18% per annum) or the maximum legal rate of interest.

REPRESENTATIVES: Each party shall designate in the space provided on the Task Order a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The CLIENT shall provide to STANTEC in writing, the CLIENT's total requirements in connection with each PROJECT described in a Task Order, including the PROJECT budget and time constraints. The CLIENT shall make available to STANTEC all relevant information or data pertinent to the PROJECT which is required by STANTEC to perform the SERVICES. STANTEC shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of STANTEC or otherwise. Where such information or data originates either with the CLIENT or its consultants then STANTEC shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by STANTEC, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable STANTEC to carry out the SERVICES. Whether arranged by the CLIENT or STANTEC, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by STANTEC and whenever prompt action is necessary shall inform STANTEC of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for STANTEC's entry to the PROJECT site as well as other public and private property as necessary for STANTEC to perform the SERVICES. The CLIENT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay STANTEC in the performance of the SERVICES.

STANTEC'S RESPONSIBILITIES: STANTEC shall furnish the necessary qualified personnel to provide the SERVICES. STANTEC represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, STANTEC will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure STANTEC's performance. There are no other representations or warranties expressed or implied made by STANTEC. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by STANTEC nor shall STANTEC warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond STANTEC's reasonable control. STANTEC does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless STANTEC from any demands, claims, suits or actions of third parties arising out of STANTEC's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, STANTEC shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by STANTEC shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve STANTEC from its responsibility for the proper performance of the SERVICES.

TERMINATION: Either party may terminate this MASTER SERVICE AGREEMENT or an Individual Task Order without cause upon thirty (30) days' notice in writing. If either party breaches this MASTER SERVICE AGREEMENT or an Individual Task Order, the non-defaulting party may terminate this MASTER SERVICE AGREEMENT and/or an Individual Task Order after giving seven (7) days' notice to remedy the breach. On termination of this MASTER SERVICE AGREEMENT, the CLIENT shall forthwith pay STANTEC for the SERVICES performed to the date of termination. Non-payment by the CLIENT of STANTEC's invoices within 30 days of STANTEC rendering same is agreed to constitute a material breach of this MASTER SERVICE AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated.

SUSPENSION OF SERVICES: If the SERVICES from an Individual Task Order are suspended for more than thirty (30) calendar days in the aggregate, STANTEC shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, ~~upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition,~~ there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the SERVICES from an Individual Task Order are suspended for more than ninety (90) days, STANTEC may, at its option, terminate the Task Order upon giving notice in writing to the CLIENT.

ENVIRONMENTAL: Except as specifically described in an Individual Task Order, STANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the SERVICES include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by STANTEC, CLIENT agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: STANTEC shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, STANTEC shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of STANTEC, through no fault of STANTEC, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

STANTEC shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor STANTEC has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on STANTEC's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by STANTEC. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, STANTEC shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in a particular Task Order. The performance of the construction contract is not STANTEC's responsibility nor are STANTEC's field services rendered for the construction contractor's benefit.

It is understood and agreed by the CLIENT and STANTEC that only work which has been seen during an examination by STANTEC can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by STANTEC, the authority for general administration of the PROJECT shall reside with STANTEC only to the extent defined in this AGREEMENT. In such case, STANTEC shall coordinate the activities of other consultants employed by the CLIENT, only to the extent that STANTEC is empowered to do so by such other consultants' contracts with the CLIENT.

STANTEC shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by STANTEC of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the CLIENT for the proper performance of such work or services and further, STANTEC shall not be responsible to the CLIENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by STANTEC or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, STANTEC will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CLIENT shall designate a responsible party, other than STANTEC, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of STANTEC, nor the presence of STANTEC or its employees and subconsultants at a construction site, shall relieve the CLIENT and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, STANTEC and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

LIMITATION OF LIABILITY: The CLIENT releases STANTEC from any liability and agrees to defend, indemnify and hold STANTEC harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of STANTEC.

It is further agreed that the total amount of all claims the CLIENT may have against STANTEC under an Individual Task Order or arising from the performance or non-performance of the SERVICES called for by a specific Individual Task Order under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to STANTEC ~~pursuant to that Individual Task Order or~~ \$500,000 or \$250,000. No claim may be brought against STANTEC in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT or any Task Order, any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors.

STANTEC's liability with respect to any claims arising out of this AGREEMENT or any Task Order shall be absolutely limited to direct damages arising out of the SERVICES and STANTEC shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers,

directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All documents prepared by STANTEC or on behalf of STANTEC in connection with an Individual Task Order are instruments of service for the execution of the PROJECT. ~~STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to STANTEC of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by STANTEC.~~ These documents may not be used for any other purpose without the prior written agreement of STANTEC, which will not be unreasonably withheld. The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by STANTEC in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of STANTEC, which will not be unreasonably withheld. In the event STANTEC's documents are subsequently reused or modified in any material respect without the prior consent of STANTEC, the CLIENT agrees to indemnify STANTEC from any claims advanced on account of said reuse or modification.

Any document produced by STANTEC in relation to the SERVICES is intended for the sole use of CLIENT. The documents may not be relied upon by any other party without the express written consent of STANTEC, ~~which may be withheld at STANTEC's discretion~~. Any such consent will provide no greater rights to the third party than those held by the CLIENT under the contract, and will only be authorized pursuant to the conditions of STANTEC's standard form reliance letter.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.

PROJECT PROMOTION: Where the CLIENT has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the CLIENT agrees to include STANTEC in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this AGREEMENT or any Individual Task Order caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

GOVERNING LAW; NONDISCRIMINATION: This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. STANTEC shall observe and comply with all applicable laws, provide equal employment opportunity to all qualified persons and recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

STANTEC shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

STANTEC shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT or an Individual Task Order by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a

dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: Neither the CLIENT nor STANTEC shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: STANTEC will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. STANTEC will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. STANTEC will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of STANTEC or any of STANTEC's policies or practices relevant to the management of personal information subject to this AGREEMENT.

ENTIRE AGREEMENT: This AGREEMENT constitutes the sole and entire agreement between the CLIENT and STANTEC relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and STANTEC. All attachments and Task Orders referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments, Task Orders and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

SEVERABILITY: If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and STANTEC.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.



MASTER SERVICES AGREEMENT TASK ORDER

Attached to and forming part of the MASTER AGREEMENT

BETWEEN:

CHARTER TOWNSHIP OF YPSILANTI

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "STANTEC")

EFFECTIVE: _____

This TASK ORDER is issued under the **MASTER SERVICES AGREEMENT** (dated _____) between STANTEC CONSULTING SERVICES INC. ("STANTEC") and CHARTER TOWNSHIP OF YPSILANTI ("CLIENT") for Services to be provided by STANTEC on the Tyler Dam Phase 3 followup_____ project ("Project"), as more fully described below. This Task Order is incorporated into and part of the Master Services Agreement.

The CLIENT's representative shall be: Michael Saranen, Hydro Operations.

SERVICES: STANTEC shall perform the following SERVICES:

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: _____

Estimated Completion Date: _____

CONTRACT PRICE:

Subject to the terms below, CLIENT will compensate STANTEC as follows:

An eight percent (8%) flat rate disbursement (FRD) recovery charge will be applied to the Stantec fees to cover miscellaneous project expenses, internal incidental printing, copying and plots, film, CDs and report materials; communications expenses (e.g., faxes, office and mobile phones, blackberries, pagers, and other devices); office expenses (e.g., postage, couriers, equipment, common software and other supplies); staff local mileage/kilometrage; and archive maintenance. As this is a FRD, no supporting document will be provided with invoices.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to STANTEC with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that

may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to this Task Order adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on STANTEC'S hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time.

**ADDITIONAL
CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this Task Order:

No additional conditions.

**ADDITIONAL
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Task Order:

Stantec Rate Table

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTEC in the amount of \$1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates: Upon request, STANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.



Stantec

MASTER SERVICES AGREEMENT TASK ORDER

Page 3 of 3

CHARTER TOWNSHIP OF YPSILANTI

STANTEC CONSULTING SERVICES INC.

Print Name and Title

Per:

Print Name and Title

Per:

Print Name and Title

Per:

Print Name and Title

Per:

2016 Fee Schedule

Title	Hourly Rate	Description
Technician	\$57 - \$64	<ul style="list-style-type: none"> • Entry-level position • Works under the supervision of a senior professional • Recent graduate from an appropriate post-secondary program or equivalent • Generally, less than four years experience
Engineering Assistant Construction Technician Environmental Technician	\$71 - \$85	<ul style="list-style-type: none"> • Junior-level position • Independently carries out assignments of limited scope using standard procedures, methods and techniques • Assists senior staff in carrying out more advanced procedures • Completed work is reviewed for feasibility and soundness of judgment • Graduate from an appropriate post-secondary program or equivalent • Generally, four years work experience
Senior CADD Technician Project Engineer Designer Senior Engineering Designer	\$92 - \$105	<ul style="list-style-type: none"> • Fully qualified professional position • Carries out assignments requiring general familiarity within a broad field of the respective profession • Makes decisions by using a combination of standard methods and techniques • Actively participates in planning to ensure the achievement of objectives • Works independently to interpret information and resolve difficulties • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, six years experience
Senior Designer Senior Project Engineer Project Manager	\$114- \$129	<ul style="list-style-type: none"> • First level supervisor of first complete level of specialization • Provides applied professional knowledge and initiative in planning and coordinating work programs • Adapts established guidelines as necessary to address unusual issues • Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, nine years experience
Senior Project Manager Associate Registered Surveyor	\$136 - \$149	<ul style="list-style-type: none"> • Highly-specialized technical professional or supervisor of groups of professionals • Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise • Participates in short and long range planning to ensure the achievement of objectives • Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures • Reviews and evaluates technical work • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, ten years experience with extensive, broad experience
Principal	\$173 - \$232	<ul style="list-style-type: none"> • Senior level consultant or management function • Recognized as an authority in a specific field with qualifications of significant value • Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise • Independently conceives programs and problems for investigation • Participates in discussions to ensure the achievement of program and/or project objectives • Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, fifteen years experience with extensive professional and management experience
Survey Crew	\$120 \$160	1 person crew 2 person crew

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



Charter Township of Ypsilanti

**Green Oaks
Golf Course**

1775 E. Clark Road
Ypsilanti, MI 48198
Phone: (734) 485-0881
Fax: (734) 485-1992

From: Director of Golf, Justin Blair, PGA

Date: 1/26/16

Subject: Request from Justin Blair, Director of Golf to adopt the proposed 2016 Green Oaks Golf Course Rates.

I am requesting that we adopt the proposed 2016 golf rates that are attached to this memo. The rates include resident & non-resident greens fees, cart fees, league fees, and seasonal passes for the 2016 golf season at Green Oaks Golf Course.

After careful consideration, it is my opinion that the following changes be made:

1. The difference between the resident and non-resident green fees should be expanded from \$1 to \$2 difference on the daily green fees.
2. I recommend raising the cart fees by \$2 for both residents and non-residents alike.
3. League fees are recommended to increase by \$1 per round.
4. I recommend that twilight rates should start at 3pm to increase rounds of golf prior to league play starting at 4pm. The 3pm -6pm twilight rates should be increased to \$20.00 weekday and \$25.00 on the weekends; the after 6pm super twilight rate should remain the same at \$15.00

Thank you for the time and consideration

Sincerely,

Justin Blair, PGA
Director of Golf
Green Oaks Golf Course



2016 Green Oaks Golf Course Rates

<u>Resident Rates</u>		<u>9 Holes</u>	<u>18Holes</u>
Weekdays		14.00	20.00
Weekends		15.00	22.00
Retirees 60+	(Weekdays only)	10.00	12.00
Carts		5.00	10.00
Leagues	(per week)	16.00	(Includes Cart)

<u>Non-Resident Rates</u>		<u>9 Holes</u>	<u>18 Holes</u>
Weekdays		15.00	22.00
Weekends		17.00	24.00
Retirees	(weekdays only)	11.00	12.00
Carts		5.00	10.00

Resident Rates – Season Pass

Full 7 Days	800.00
Spouse	225.00
Full 5 Days	500.00
Add cart privileges	500.00

Non-Resident Rates – Season Pass

Full 7 Days	1000.00
Spouse	355.00
Full 5 days (weekdays only)	690.00
Add cart privileges	600.00



CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk
From: Mike Radzik, OCS Director
Copy: Township Board; Township Attorney; OCS staff
Re: **Request to approve Ordinance 2016-458 amending Charter Township of Ypsilanti Code of Ordinances, Chapter 66 entitled Vegetation**
Date: January 25, 2016

Attached please find a proposed ordinance and resolution that amends Chapter 66 of the Code of Ordinances regarding vegetation. This amendment is necessary to clarify code language concerning notice publication, compliance and enforcement fees.

The changes are designed to more accurately recover administrative costs associated with vegetation enforcement, as well as extend the statutory notice period one week earlier to cover the active enforcement start-up period. These changes update the ordinance to meet current demands.

The requested changes include:

- Amend the administrative fee from a flat 15% to a flat dollar amount to be determined by Board resolution each year. In 2014, the administrative fee averaged \$5.25 per enforcement mow which was only a fraction of the true administrative cost of enforcement.
- Amend the statutory notice period from June 1st to Memorial Day. This annual period is the earliest date that OCS staff can order a property to be mowed without following the standard notice of violation process. It effectively moves the notice period about one week earlier, as OCS traditionally stockpiles mow orders during that time frame.
- Amend the notice publication date from the month of March to the month of April. This will afford more time to publish the notice and move the publication closer to the actual implementation date.

Please add this item on the February 2, 2016 agenda for consideration by the Board.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2016-03

*Amending the Charter Township of Ypsilanti
Code of Ordinances, Chapter 66 entitled Vegetation*

Whereas, the Charter Township of Ypsilanti ("Township") Ordinance 66-31 requires publication in a newspaper during the month of April notifying owners to maintain grass, weeds and other vegetation to a maximum height of less than seven inches (7"); and

Whereas, Ordinance 66-31 establishes an annual deadline of Memorial Day for property owners to cut grass and other vegetation to a height of less than seven inches (7"); and

Whereas, the Township Ordinance 66-32 authorized the Commissioner to enforce the vegetation Ordinance by authorizing an agent to cut grass or noxious weeds of seven inches (7") or more and charge the property owner with the costs of the mowing plus a 15% administrative fee; and

Whereas, the Township's Office of Community Standards' records show that the 15% administrative fee does not cover the actual administrative costs sustained by the Township in processing mowing complaints, mowing inspections, written reports, coordination with contract mowers and billing notices; and

Whereas, amending the Ordinance to permit newspaper publication of the annual mowing notice in April will provide the Township with an additional month to prepare such notices for newspaper publication; and

Whereas, amending the Ordinance to provide that the administrative costs assessed against property owners will be determined by resolution of the Township Board will enable the Township to set an annual administrative fee rate which is directly based on the actual administrative costs sustained by the Township in monitoring and enforcing the seven inch (7") vegetation limit.

Now therefore, be it resolved that Ordinance 2016-458 is hereby adopted by reference.

CHARTER TOWNSHIP OF YPSILANTI
PROPOSED ORDINANCE NO. 2016-458

AMENDING ORDINANCE NO. 2015-449

*An Ordinance to Amend the Ypsilanti Charter Township
Code of Ordinances Chapter 66 entitled Vegetation*

The Charter Township of Ypsilanti hereby ordains that the Charter Township of Ypsilanti Code of Ordinances, Chapter 66 entitled Vegetation, is amended as follows:

Delete: *In its entirety, Section 66-31 entitled Grass and weeds* and

Delete: *In its entirety, Section 66-32 entitled Enforcement.*

Add: *The following new provisions to Chapter 66 Vegetation:*

Sec. 66-31. - Grass and weeds.

It shall be the duty of all owners of any residential, developed, subdivided or landscaped areas, including vacant properties that adjoin such areas, to cut or destroy any grass, noxious weeds or other vegetation found growing on such land before it reaches height of seven inches. This provision applies to lands, including fence lines, structural perimeters and landscaped areas. In other areas situated within close proximity to an occupied structure and when deemed necessary to protect the health, safety and welfare of citizens, such vegetation may be maintained at an average height of less than ten inches.

The commissioner may designate natural areas where such vegetation may be permitted to grow in excess of ten inches without causing blight, creating a nuisance or compromising the safe and sanitary maintenance of nearby dwellings, commercial and industrial buildings

Annually, a notice shall be published in a newspaper of general circulation during the month of ~~March~~ **April** indicating that if grass, weeds and other vegetation are not cut or destroyed by ~~June 4~~ **Memorial Day** and thereafter maintained according to these standards during the growing season, they may be cut or removed by the township and the costs charged against the property as described in section 66-32.

Sec. 66-32. - Enforcement.

If private property or a lawn extension is not maintained as required by this article, the commissioner may have the work done to bring the property or lawn extension into compliance. The notice provided for enforcement of sections other than section 66-31 shall be sent to the address of the owner as shown on the assessor's records at least five days prior to commencing the work. If an immediate hazard to public safety occurs, no prior notice shall be necessary. The actual costs of the work needed to bring property or a lawn extension into compliance, ~~together with an additional 15 percent of that cost,~~ **with an administrative fee as determined by resolution of the Township Board**, shall be billed to the owner. If this amount is not paid within 45 days, it shall be a special assessment against the property as provided in this Code. The supervisor shall add such expense to the tax roll on such lands, and such shall become a lien against such lands and be enforced in the same manner as provided by the laws of the state for general property taxes.

Severability

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

Effective Date and Repeal of Conflicting Ordinances

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

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

Secs. 66.34 – 66.60 - Reserved

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk
From: Mike Radzik, OCS Director
Copy: Township Board; Township Attorney; OCS staff
Re: **Request to approve Ordinance 2016-461 amending Article IV of Chapter 48 of the Code of Ordinances for Vacant Properties**
Date: January 20, 2016

Attached please find a proposed ordinance and resolution that amends Article IV of Chapter 48 of the Code of Ordinances regarding vacant properties. This amendment is necessary to clarify code language concerning vacant property offered for sale.

At the time of adoption of the original ordinance for vacant single family homes, the Board of Trustees engaged in thoughtful consideration and debate about whether to include vacant property offered for sale. A review of the meeting minutes by Attorney Angela King confirmed that the Board's intent was to include vacant property that is offered for sale.

Code enforcement staff from the Office of Community Standards has encountered instances in which the definition of vacant property contained in the code has been construed to exempt vacant property that is offered for sale. This is contrary to the legislative intent.

The proposed ordinance amends the definition of vacant property to specifically include vacant property offered for sale as being within the meaning of the term "vacant property" and therefore subject to the requirements of the ordinance.

I respectfully request that the Board of Trustees consider approving this ordinance at its next available regular meeting.

RESOLUTION 2016 – 07

To Amend Chapter 48 Article IV of the Ypsilanti Charter Township Code of Ordinances Regarding Vacant Property Registration

Whereas, the Township Board's intent in adopting the Vacant Property Ordinance was to include vacant property that is offered for sale; and

Whereas, the definition of vacant property has been construed to exempt vacant property that is offered for sale; and

Whereas, Ordinance 2016-460 amends the definition of vacant property to specifically include vacant property offered for sale as property which is within the meaning of the term vacant property and subject to the requirements of the Vacant Property Ordinance Section 48-81 et. seq.

Now Therefore,

Be it resolved, that Ordinance No. 2016-461 is hereby adopted by reference.

**CHARTER TOWNSHIP OF YPSILANTI
PROPOSED ORDINANCE NO. 2016-461**

*An Ordinance to Amend Chapter 48 Article IV of the
Ypsilanti Charter Township Code of Ordinances
Regarding Vacant Property Registration*

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

Article IV of Chapter 48 entitled Property Maintenance Section 48-82 "Definitions" is amended as follows:

Sec. 48-82. - Definitions.

As used in this article:

Code compliance certificate means an annual certificate issued by the township office of community standards that the structure is in compliance with all applicable state law and township code requirements, including the township's property maintenance code.

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

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

Severability

Should any action, 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

To: Karen Lovejoy Roe, Clerk
From: Mike Radzik, OCS Director
Copy: Township Board; Township Attorney; OCS staff
Re: **Request to approve Ordinance 2016-460 amending Charter Township of Ypsilanti Code of Ordinances, Chapter 26 entitled Blight**
Date: January 25, 2016

Attached please find a proposed ordinance and resolution that amends Chapter 26 of the Code of Ordinances regarding blight. This amendment is necessary to clarify code language concerning outdoor storage of building materials.

The requested change deletes *“or unless the building materials are enclosed within an obscuring fence or wall of a minimum height of six feet”*.

Please place this item on the February 2, 2016 agenda for consideration by the Board.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2016-08

*Amending the Charter Township of Ypsilanti
Code of Ordinances, Chapter 26 Regarding Blight*

Whereas, the Charter Township of Ypsilanti Ordinance No. 2016-460 amends section 26-28 of the Charter Township of Ypsilanti Code; and

Whereas, the amendment prohibits the outdoor storage of building materials within a fenced area unless a valid building permit for the site is issued by the Township; and

Whereas, the outdoor storage of building materials for unlimited amounts of time in a non-construction site is unsightly and detracts from the overall appearance of the property and properties nearby; and

Whereas, the outdoor storage of building materials in non-construction sites is contrary to the goals of maintaining a clean and attractive community.

Now therefore, be it resolved, that the Charter Township of Ypsilanti Board of Trustees hereby adopts Ordinance 2016-460.

Charter Township of Ypsilanti

Proposed Ordinance No. 2016-460

An Ordinance to amend Chapter 26 Article II of the Ypsilanti Charter Township Code of Ordinances Regarding Blight

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

Article II of Chapter 26 entitled Environment, Section 26-28 "Blight" is amended as follows:

Sec. 26-28. - Causes of blight or blighting factors enumerated.

It is hereby determined that the following uses, structures and activities are causes of blight or blighting factors which, if allowed to exist, will tend to result in blight and undesirable neighborhoods:

- (1) The storage on any property of building materials, unless there is in force a valid building permit issued by the township for construction upon such property and such materials are intended for use in connection with such construction ~~or unless the building materials are enclosed within an obscuring fence or wall of a minimum height of six feet~~ or unless the storage of building materials is otherwise permitted as a principal or accessory use under township Ordinance No. 74 (Appendix A of this Code). Building materials shall include, but shall not be limited to, lumber, bricks, concrete or cinder blocks, plumbing materials, electrical wiring or equipment, heating ducts or equipment, shingles, mortar, concrete or cement, nails, screws, or any other materials used in constructing any structure.
- (2) The storage or accumulation of litter, junk, trash, rubbish, refuse, waste materials, garbage, offal, paper, glass, cans, bottles, debris or other foreign substances of every kind and description, except as such may be stored as provided under the rules and regulations of this Code. The term "junk" shall include parts of machinery or motor vehicles; unused appliances stored in the open; and remnants of wood, metal or any other cast-off materials of any kind, whether or not the same could be put to any reasonable use.
- (3) The existence of any structure or part of such structure which, because of fire, wind or other natural disaster or physical deterioration, is no longer habitable as a dwelling, nor useful for any other purpose for which it may have been intended or lawfully used.
- (4) The existence of any vacant dwelling, garage or other accessory building, unless the same is securely locked, with windows intact or neatly boarded up, and otherwise protected to prevent entrance thereto by unauthorized persons.
- (5) The existence of any partially completed structure, unless such structure is in the course of construction in accordance with a valid and subsisting building permit issued by the township and unless such construction is completed within the time specified by existing ordinances.
- (6) The parking, storage or placing upon any public right-of-way, public property or private property within the township of any truck, road tractor, semitrailer, poletrailer, bus, or trailer coach for a period in excess of 48 hours, unless the same is wholly contained in a fully enclosed building.

Severability

Should any action, 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

To: Karen Lovejoy Roe, Clerk
From: Mike Radzik, OCS Director
Copy: Township Board; Township Attorney; OCS staff
Re: **Request to authorize litigation, if necessary, to abate public nuisances at 2169 Washtenaw Ave and 1005 Emerick St; \$10,000 budgeted in account 101-950.000-801.023**
Date: January 29, 2016

2169 Washtenaw Ave

On January 15, 2015, the Office of Community Standards issued a Notice of Violation requiring the repair or demolition of two vacant buildings located at 2169 Washtenaw Ave, on the southeast corner at the Hewitt Rd. intersection. On October 13, 2015, OCS issued a request to register and inspect the buildings pursuant to the Vacant Property Registration Ordinance.

OCS staff delayed further enforcement action to avoid litigation because the developer was going through the site plan review process for redevelopment of the property and had signaled a willingness to demolish the buildings once the new site plan received final approval. On December 16, 2015, the site plan received final approvals from both the planning commission and the zoning board of appeals. At that time, the developer indicated that demolition of the blighted buildings would commence within 45 days. Since then, OCS staff has confirmed that gas and electric utility connections have been properly terminated in preparation for demolition. However, the developer has not applied for a demolition permit and has not provided a definitive date to commence demolition.

Considering all of the described circumstances, I respectfully request that the Board of Trustees approve this request to authorize litigation to be filed only if necessary to abate this public nuisance.



7200 S. Huron River Drive • Ypsilanti, MI 48197 • (734) 485-4393

CHARTER TOWNSHIP OF YPSILANTI



CHARTER TOWNSHIP OF YPSILANTI

1005 Emerick St

On December 3, 2015 through December 9, 2015, the Office of Community Standards obtained and executed administrative search warrants to conduct code inspections at the shopping center known as Gault Village located at 1005 Emerick St.

The shopping center consists of two buildings containing a total of 20 retail spaces. 14 retail spaces are vacant and six are occupied. As a result of the inspections, code violations were cited at all 20 spaces, while 12 of the 14 vacant spaces were condemned.

On December 16, 2015, a detailed Notice of Violation (NOV) was issued to Union Lakes Associates, LLC of Commerce Township, MI through its resident agent, Michael McGlothin. The 1,000 page NOV, sent by priority mail, was delivered by the post office on December 22, 2015 after several failed attempts.

On January 4, 2016, OCS staff received certified mail from Union Lakes Associates advising that on December 14, 2015 it transferred all right, title and interest in the buildings covered by the NOV via a covenant deed to Ypsilanti Investment Holdings, LLC of Sterling Heights, MI.

On January 5, 2016, Namdar Realty Group of Great Neck, NY issued a news release announcing the acquisition of the subject property.

On January 11, 2016, OCS staff received a copy of a correspondence sent by Namdar Realty Group to tenants of the shopping center informing them that effective December 21, 2015, Gault Village Realty, LLC of Farmington Hills, MI had purchased the property and rent payments should be sent to Namdar Realty Group.

On January 28, 2016, OCS staff spoke with the resident agent for Gault Village Realty, LLC, who confirmed that this entity owns the property and that Namdar Realty Group is managing the property. Complete sets of the NOV are now being delivered to resident agents of both entities.

Due to the massive volume and seriousness of code violations at this property, and the fact that we have no direct information from the new owner regarding its intent or time line to improve the site, OCS staff respectfully requests authorization for legal counsel to assist staff and to initiate legal action, only if necessary, to move code compliance forward on a reasonable time line.

Thank you for your consideration.

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



Supervisor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 481-0617
Fax: (734) 484-0002
www.ytown.org

TO: Board Members
FROM: Brenda Stumbo
RE: Appointment of Brenda Craven as Alternate to Board of Review
DATE: January 25, 2016

The Assessor requested that we appoint one more alternate to the Board of Review in order to provide training and have an extra person if needed. I would like to recommend Brenda Craven for that appointment. Mrs. Craven is retired from St. Joseph Hospital. She has lived in the township her entire life and resides at 6158 Oakhurst.

She has participated in youth soccer as a coach, CubMaster for pack 249 and fundraising for Lincoln School athletics.

Your consideration of this appointment is greatly appreciated.

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



Charter Township of Ypsilanti

Clerk's Office

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

MEMORANDUM

To: Ypsilanti Township Board of Trustees

From: Karen Lovejoy Roe, Clerk *KLR*

Date: January 29, 2016

Subject: ***Request to Cancel May 3, 2016 Ypsilanti Township Board of Trustees Meeting due to County Wide Special Election***

We would like to request to cancel the May 3, 2016 Ypsilanti Township Board of Trustees meeting due to the recently scheduled county wide special election scheduled for the same day.

Should you have any questions, please contact my office.

Attachment

Irg

cc: File

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

CHARTER TOWNSHIP OF YPSILANTI

INFORMATION SERVICES

Computer Support • Web Content Management • Communications Services

To: Township Board
From: Travis McDugald, IS Manager
Re: Request to seek RFPs for Printer Fleet Refresh and Management
Date: Jan 08, 2016
Copy To: Mike Radzik, OCS Director

The majority of the Township's fleet of printers was replaced in early 2009. While much of the equipment remains in good working order, several key devices are experiencing continuous breakdowns. While our current support vendor does repair them, the recurring down time and its negative effect on productivity and customer service has become a burden.

To solve this problem, troublesome equipment should be replaced while keeping as much existing equipment as reasonably possible. Most of the replacements will be the large multi-function devices (MFD) that are the workhorses of most departments.

Project Objectives:

- Replace devices with excessive repair calls (estimated to include 5 MFD's)
- Reduce overall printing costs
- Research print accounting options

In order to identify the best overall vendor and proposal to meet our needs, I respectfully request the Township Board approve a request to seek proposals from qualified vendors to refresh the printer fleet and improve fleet management.

Proposals will be brought back to the Board for review and approval. This project was identified during the 2016 budget process.

Thank you for your consideration.