

CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

JEAN HALL CURRIE

STAN ELDRIDGE

MIKE MARTIN

SCOTT MARTIN

March 1, 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

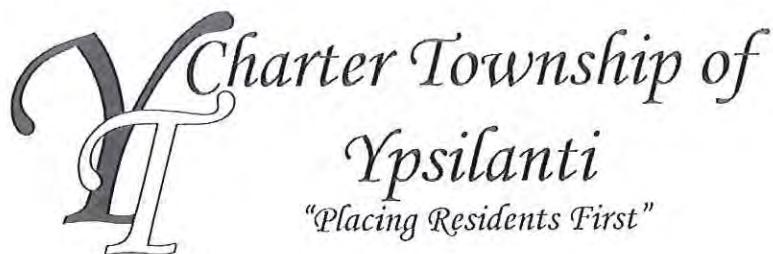
WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, MARCH 1, 2016

5:00PM

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

1. REQUEST TO MAIL SURVEYS FOR CAMERAS IN HOLMES RD. NEIGHBORHOOD
.....SUPERVISOR STUMBO
2. AGENDA REVIEW SUPERVISOR STUMBO
3. OTHER DISCUSSION BOARD MEMBERS


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: Karen Lovejoy Roe, Clerk

FROM: Brenda L. Stumbo, Supervisor 

DATE: February 22, 2016

RE: Request to Mail Survey for Cameras in the Holmes Road Neighborhood Watch Area

Residents in the Holmes Road Neighborhood Watch Group have requested that cameras be installed in their area.

Jeff Allen, RSD Director has identified places where cameras could be placed and has determined that 10 cameras would be needed to provide coverage for the area. The attached map shows the area and suggested placement locations.

In order to determine whether this request is what the majority of residents in the Holmes Road neighborhood would like to see, we are requesting authorization to mail a survey to the 558 properties in the area.

If you have any questions, please let us know.

tk

Attachment

cc: Jeff Allen, RSD Director

Cost Estimate To Install Cameras in Holmes Road Area

Area: Clark Road on the north, Ford Boulevard on the east, Holmes Road on the south and Wendell/Rambling Road to the west, a total of 558 properties

HOLMES ROAD AREA SECURITY CAMERAS: DISTRICT 66

Parcels highlighted in RED



Township Cost:

10 cameras x \$4,939/each

\$ 49,390.00

Installation Fee – 10 cameras x \$49/each

490.00

Township Cost

\$ 49,880.00

Resident Cost:

The yearly cost would be divided by the number of properties and would equal approximately **\$46.48 per year, or \$3.87 per month**. This amount includes monthly cost of cameras, as well as preventative maintenance and warranty.

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD
MEETING AGENDA

OTHER DISCUSSION

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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REGULAR MEETING AGENDA

TUESDAY, MARCH 1, 2016

7:00 P.M.

REVISED 3-1-16

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
4. CONSENT AGENDA
 - A. MINUTES OF THE FEBRUARY 2, 2016 REGULAR MEETING
 - B. MINUTES OF THE FEBRUARY 16, 2016 WORK SESSION AND REGULAR MEETING
 - C. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR MARCH 1, 2016 IN THE AMOUNT OF \$346,163.63
5. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. BUDGET AMENDMENT #4
2. REQUEST OF HABITAT FOR HUMANITY FOR FUNDING OF THE SUGARBROOK NEIGHBORHOOD COMMUNITY DEVELOPMENT PROGRAM IN THE AMOUNT OF \$50,000.00 BUDGETED IN LINE ITEM #101-950-000-969-011
3. REQUEST OF JAVONNA NEEL, ACCOUNTING DIRECTOR TO APPROVE AGREEMENT WITH PUBLIC FINANCIAL MANAGEMENT INC. TO PROVIDE PROFESSIONAL DISSEMINATION AGENT SERVICES FOR TOWNSHIP BONDS IN THE AMOUNT OF \$1,000.00 BUDGETED IN LINE ITEM #101-956-000-801-000.
4. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO APPROVE PROPOSAL WITH GOOSEWORKS, LLC. AND THE PLAN FOR INCREASED EFFORTS TO CONTROL THE GOOSE POPULATION AROUND THE CIVIC CENTER IN THE AMOUNT OF \$2,500.00 BUDGETED IN LINE ITEM #101-265-000-818-001 AND TO AUTHORIZE SIGNING OF THE PROPOSAL
5. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR TO APPROVE THE CONTRACT RENEWAL WITH LOOKING GOOD LAWNS, LLC FOR CALENDAR YEARS 2016 AND 2017

6. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR TO ADD THE RESIDENTIAL SERVICES DIRECTOR AND THE POLICE SERVICES ADMINISTRATOR TO THE PUBLIC SAFETY NEIGHBORHOOD CAMERA POLICY
7. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR TO SET PUBLIC HEARING DATE OF APRIL 5, 2016 AT APPROXIMATELY 7:00PM TO CONSIDER THE REVOCATION OF THE CLASS C LIQUOR LICENSE HELD BY LAS DOS FUENTE, LLC FOR USE AT 1960 WHITTAKER RD.
8. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1990 MCCARTNEY AVE. IN THE AMOUNT OF \$5,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023
9. REQUEST TO APPROVE AGREEMENT WITH MICHIGAN ABILITY PARTNERS FOR LITTER COLLECTION ALONG ROADWAYS AND MISCELLANEOUS TASKS AS ASSIGNED BY THE TOWNSHIP IN THE AMOUNT OF \$26.80 PER HOUR BUDGETED IN LINE ITEM #101-950-000-880-001
10. REQUEST TO ADD AN ADDITIONAL PARCEL K-11-39-350-028 LOCATED AT 1747 WEST MICHIGAN AVE. TO THE PUBLIC HEARING SCHEDULED FOR MARCH 15, 2016 AT APPROXIMATELY 7:00PM FOR THE CREATION OF AN INDUSTRIAL DEVELOPMENT DISTRICT (IDD)

OTHER BUSINESS

AUTHORIZATION AND BIDS

1. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO WAIVE THE FINANCIAL POLICY AND AWARD LOW QUOTE FOR DUCTWORK CLEANING AT THE COMMUNITY CENTER TO AMISTEE AIRDUCT CLEANING IN THE AMOUNT OF \$21,357.87 BUDGETED IN LINE ITEM #230-751-000-931-021

PUBLIC COMMENTS

CONSENT AGENDA

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 2, 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

PUBLIC COMMENTS

Ms. Kaiser, Township Resident, stated to the board that she would like a policy in place before the November election regarding Trustees who miss board meetings in the future. She stated that she appreciates Trustee Eldridge, Trustee S. Martin, and Trustee M. Martin for all they have done for her and for the community. Ms. Kaiser said in the past there have been Board Members who have missed excessive meetings and she wants a policy so the board will have clear direction if this happens in the future.

CONSENT AGENDA

A. MINUTES OF THE January 19, 2015 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR YEAR END FEBRUARY 2, 2016 IN THE AMOUNT OF \$640,126.90

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the Consent Agenda

The motion carried unanimously.

C. ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated they had met with Racer Trust and others involved with the Willow Run property and things were moving forward to try to help with that process. He said Racer and the State of Michigan were working to reach an agreement on the sale of the GM-Hydramatic property.

**CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 2, 2016 REGULAR BOARD MEETING MINUTES
PAGE 2**

NEW BUSINESS

1. BUDGET AMENDMENT #2

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Budget Amendment #2 (see attached).

The motion carried unanimously.

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 ACCOUNT 101-267-000-730-000

A Motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve the 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 Account 101-267-000-730-000 (see attached).

The motion carried unanimously.

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

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the 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 and to add Tyler Dam Phase III in the Contract with the Understanding that Mike Saranen will get the Additional Insurance Certificates For Our File (see attached).

The motion carried unanimously.

4. REQUEST OF JUSTIN BLAIR, DIRECTOR OF GOLF FOR APPROVAL OF THE 2016 GREEN OAKS GOLF COURSE RATES

A Motion was made by Trustee M. Martin, supported by Trustee Eldridge to Approve the Request of Justin Blair, Director of Golf for Approval of the 2016 Green Oaks Golf Course Rates and to include what was updated during the work session (see attached).

CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 2, 2016 REGULAR BOARD MEETING MINUTES
PAGE 3

The motion carried unanimously.

5. 1ST READING OF RESOLUTION 2016-03, PROPOSED ORDINANCE 2016-458, AMENDING THE CODE OF ORDINANCES CHAPTER 66 ENTITLED VEGETATION

A Motion was made by Clerk Lovejoy Roe, supported by Trustee M. Martin to Approve the 1st Reading of Resolution 2016-03, Proposed Ordinance 2016-458, Amending the Code of Ordinances Chapter 66 Entitled Vegetation (see attached).

The motion carried as follows:

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

6. 1ST READING OF RESOLUTION 2016-07, PROPOSED ORDINANCE 2016-461, AMENDING THE CODE OF ORDINANCES CHAPTER 48 ENTITLED VACANT PROPERTIES

A Motion was made by Lovejoy Roe, supported by Trustee M. Martin to Approve the 1st Reading of Resolution 2016-07, Proposed Ordinance 2016-461, Amending the Code of Ordinances Chapter 48 Entitled Vacant Properties (see attached).

The motion carried as follows:

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

7. 1ST READING OF RESOLUTION 2016-08, PROPOSED ORDINANCE 2016-460, AMENDING THE CODE OF ORDINANCES CHAPTER 26 ENTITLED BLIGHT

The Motion was made by Lovejoy Roe, supported by Trustee M. Martin to Approve the 1st Reading of Resolution 2016-08, Proposed Ordinance 2016-460, Amending the Code of Ordinances Chapter 26 Entitled Blight (see attached).

The motion carried as follows:

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

**CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 2, 2016 REGULAR BOARD MEETING MINUTES
PAGE 4**

- 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**

A Motion was made by Treasurer Doe, supported by Lovejoy Roe 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 2169 Washtenaw Ave. and 1005 Emerick St. in the Amount of \$10,000.00 Budgeted in Line Item #101-950-000-801-023.

The motion carried unanimously.

- 9. REQUEST TO APPOINT BRENDA CRAVEN AS ALTERNATE TO BOARD OF REVIEW**

A Motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Request to Appoint Brenda Craven as Alternate to Board of Review.

The motion carried unanimously.

- 10. REQUEST TO CANCEL MAY 3, 2016 BOARD OF TRUSTEES MEETING DUE TO COUNTY WIDE SPECIAL ELECTION**

A Motion was made by Treasurer Doe, supported by Trustee S. Martin to Approve the Request to Cancel May 3, 2016 Board of Trustees Meeting Due to County Wide Special Election.

The motion carried unanimously.

OTHER BUSINESS

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Settlement Agreement with Firefighter Jamie James as Discussed in the Closed Session.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 2, 2016 REGULAR BOARD MEETING MINUTES
PAGE 5**

AUTHORIZATION AND BIDS

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

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Travis McDugald, IS Manager to Seek Request for Proposals to Replace Approximately Five (5) Printers in the Townships Printer Fleet

The motion carried unanimously.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to adjourn.

The motion carried unanimously.

The meeting was adjourned at approximately 7:21 p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**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><u>\$7,000.00</u></u>
Expenditures:	Professional Ser - Other Dams	252-252-000-801.250	\$7,000.00
		Net Expenditures	<u><u>\$7,000.00</u></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><u>\$1,615.00</u></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><u>\$1,615.00</u></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.



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: Brenda L. Stumbo / Kara Lovejoy Roe

Title: Supervisor Clerk

Date: Feb. 3, 2016

Signature: Brenda L. Stumbo / Kara Lovejoy Roe
Clerk

Name: Dan Ansell

Title: Vice President

Date:

Signature:



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.

Brenda L. Stumbo, Supervisor
Print Name and Title 2-3-16

Print Name and Title

Per: Derek L. Stumbo

Per: _____

Karen Lovejoy Roe, Clerk
Print Name and Title 2-3-16

Print Name and Title

Per: Karen Lovejoy Roe

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.



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

RESOLUTION NO. 2016-03

(In Reference to Ordinance 2016-458)

*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.

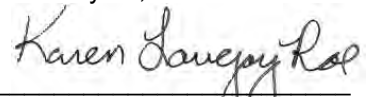
Effective Date and Repeal of Conflicting Ordinances

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2016-458 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on February 2, 2016. The second reading is scheduled to be heard on February 16, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION 2016 – 07
(In Reference to Ordinance 2016-461)

*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 2016-461 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.

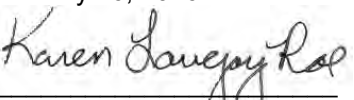
Publication

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.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2016-461 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on February 2, 2016. The second reading is scheduled to be heard on February 16, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2016-08

(In Reference to Ordinance 2016-460)

*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.

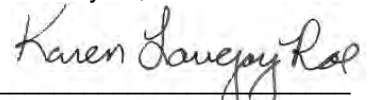
Publication

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.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2016-460 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on February 2, 2016. The second reading is scheduled to be heard on February 16, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 16, 2016 WORK SESSION

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

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe,
Trustees: Stan Eldridge, Scott Martin, and Mike Martin,
Treasurer Larry Doe (arrived 6:00 p.m.)

Members Absent: Trustee Jean Hall Currie

Legal Counsel: Wm. Douglas Winters

1. DISCUSSION OF COMMUNITY ORGANIZER FOR HABITAT FOR HUMANITY

Supervisor Stumbo explained that a request to fund a Community Organizer in the Sugarbrook neighborhood would be brought to the board. She explained that this was the 2nd time the Board had discussed this issue. She said they conduct public meetings in neighborhoods and help support and create different committees including garden groups. She said Habitat had done this in Gault Village and West Willow and financial help is needed to move into other neighborhoods.

Clerk Lovejoy Roe added that Habitat reaches out to homeowners and also the renters in neighborhoods. She stated that Habitat doesn't stop with just refurbishing homes but supported residents becoming involved with neighborhood projects that improve community relations and stabilize the neighborhoods long term.

AGENDA REVIEW

A. MINUTES OF THE FEBRUARY 2, 2016 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR YEAR END FEBRUARY 16, 2016 IN THE AMOUNT OF \$1,068,623.04

CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 16, 2016 WORK SESSION MINUTES
PAGE 2

2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JANUARY 2016
IN THE AMOUNT OF \$45,754.09
3. CHOICE HEALTH CARE ADMIN FEE FOR DECEMBER 2015 IN THE
AMOUNT OF \$1,192.50

C. JANUARY 2016 TREASURER'S REPORT (see attached)

SUPERVISOR REPORT

Supervisor Stumbo gave a report on all the meetings she had attended. She stated she went to a UAW event where she saw President Obama and gave a plug for Willow Run. She said she had been attending meetings with the new Washtenaw Convention & Visitors Bureau (CVB) which was the combined Ann Arbor CVB and Ypsilanti CVB. She said that she and Clerk Lovejoy Roe met with AAATA regarding additional routes coming in May. She covered several meetings she had attended and updated the Board.

CLERKS REPORT

Clerk Lovejoy Roe stated that Attorney Winters has reviewed the proposal for the Splash Pad that Vortex has submitted and the necessary changes would be made and then it would come back to the Board. She stated that they were still hoping to apply for a grant. She stated there were three ballots for the March 8th election. Clerk Lovejoy Roe said she had encouraged residents to vote absentee. She said three Precincts that were in the Girl Scout Building were being moved to the Moose Lodge on Stony Creek Road. Clerk Lovejoy Roe reported that she attended her first RTA (Regional Transportation Authority) meeting last week. She said the RTA focus was to transport people from western Washtenaw County to Detroit either by bus or rail. Clerk Lovejoy Roe stated there would be an RTA millage request on the November ballot.

CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 16, 2016 WORK SESSION MINUTES
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TRUSTEE REPORT

Trustee Scott Martin stated that he had received a call from a resident regarding solicitation she received for testing her water. He stated that no testing was going on and that residents should be aware of possible fraudulent behavior.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters explained that on the agenda was a Resolution that if the Board approves it, would add nearly 28 acres of vacant land located on the south side of Huron River Drive connected to the Civic Center Complex. He stated that the 28 acres in conjunction with other vacant property owned by the township would meet the future township needs for acreage needed to develop a variety of governmental buildings. Attorney Winters stated that the retention pond on Whittaker Road would now be 100% under the township's control.

Attorney Winters stated that a Representative from Fannie Mae would meet with the Township Officials on Thursday, February 18, 2016 to work with the Township to turn homes owned by Fannie Mae over to Habitat for Humanity.

OLD BUSINESS

- 1. 2ND READING OF RESOLUTION 2016-03, PROPOSED ORDINANCE 2016-458, AMENDING THE CODE OF ORDINANCES CHAPTER 66 ENTITLED VEGETATION (1ST READING HELD AT THE FEBRUARY 2, 2016 REGULAR MEETING)**
- 2. 2ND READING OF RESOLUTION 2016-07, PROPOSED ORDINANCE 2016-461, AMENDING THE CODE OF ORDINANCES CHAPTER 48 ENTITLED VACANT PROPERTIES (1ST READING HELD AT THE FEBRUARY 2, 2016 REGULAR MEETING)**

CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 16, 2016 WORK SESSION MINUTES
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- 3. 2ND READING OF RESOLUTION 2016-08, PROPOSED ORDINANCE 2016-460
AMENDING THE CODE OF ORDINANCES CHAPTER 26 ENTITLED BLIGHT (1ST
READING HELD AT THE FEBRUARY 2, 2015 REGULAR MEETING)**

NEW BUSINESS

- 1. BUDGET AMENDMENT #3**

Clerk Lovejoy Roe explained Budget Amendment #3.

- 2. 1ST READING OF RESOLUTION 2016-01, PROPOSED ORDINANCE 2016-456
AMENDING THE CODE OF ORDINANCES CHAPTER 22 ENTITLED
BUSINESSES TO INCLUDE SMOKING LOUNGE LICENSING AND
REGULATIONS**

Joe Lawson, Planning Director, explained that although in 2009 the State of Michigan passed Public Act 188 which was a ban on smoking in public places also included with that act, if businesses qualified, was a special exemption. He said in the Township there currently were a few smoke shops and Hookah Lounges where patrons could smoke. He said Ypsilanti Township had three Hookah Lounges that had opened up in the last year. Mr. Lawson stated that because there were some issues with the Hookah Lounges two ordinances were proposed which would deal with Hookah Lounges and require a license issued by the Township to operate.

Mike Radzik, OCS Director, explained that two of Hookah Lounges in Ypsilanti Township had incidents in the last year where police were called and one incident where someone was shot in the parking lot. He said at another Hookah establishment in Ypsilanti Township the owners had constructed a stage which was against building code and at one point included an armed robbery, kidnapping and arson of the business proprietor.

Trustee Eldridge asked how the time frame was decided for these establishments under the proposed ordinance. He suggested an Ordinance Officer be assigned

CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 16, 2016 WORK SESSION MINUTES
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to check these establishments on afternoon shift. Mike Radzik explained that our Ordinance Officer could document what was happening but could not take any police action. Trustee Eldridge questioned the hours of operation.

Supervisor Stumbo stated that the questions and concerns voiced would be addressed and finalized with the 2nd Reading of the Ordinance.

**3. 1ST READING OF RESOLUTION 2016-09, PROPOSED ORDINANCE 2016-462
AMENDING THE TOWNSHIPS ZONING CODE, ORDINANCE 74 ADOPTED
MAY 18, 1994, ARTICLE II, SECTION 201 (DEFINITIONS) AND ARTICLE XI
(GENERAL BUSINESS DISTRICTS) TO DEFINE SMOKING LOUNGES AND
REGULATE THEIR LOCATION**

**4. RESOLUTION 2016-06, AUTHORIZING THE ACCEPTANCE OF THE
DONATION OF THE SLOAN PROPERTY AND SIGNING OF THE DONATION
AGREEMENT**

Supervisor Stumbo stated that the value of the donation was \$1.5 million. She said this was 28 acres which would be used for a public purpose.

Clerk Lovejoy Roe shared that our seniors would like to stay in the Township and this may be an area where housing could be built for our seniors.

5. RESOLUTION 2016-10, CREDIT CARD POLICY

Javonna Neel, Accounting Director, explained the proposed credit card policy.

6. RESOLUTION 2016-11, OWNERS DAM SAFETY PROGRAM

Mike Saranen, Hydro Operator, explained this Resolution was a follow up from the first audit of the Owner Dam Safety Program that was performed by Bahr Engineering. He said the recommendation was that the Board should reaffirm this program on an annual basis.

**CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 16, 2016 WORK SESSION MINUTES
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- 7. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO AMEND THE CONTRACT WITH OHM FOR ADDITIONAL SUPERVISION AND INSPECTIONS FOR EXTENDED AND ADDITIONAL PROJECTS BY ANGLIN CIVIL FOR VETERAN'S DRIVE IN THE AMOUNT OF \$9,000.00 BUDGETED IN LINE ITEM #101-970-000-976-007**

Matt Parks from OHM discussed the completion of the Veterans Drive project.

- 8. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 166 ECORSE RD. IN THE AMOUNT OF \$5,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

- 9. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO SET PUBLIC HEARING DATE OF MARCH 15, 2016 AT APPROXIMATELY 7:00PM TO CONSIDER THE CREATION OF AN INDUSTRIAL DEVELOPMENT DISTRICT (IDD) FOR PARCEL #K-1-11-39-350-027 (1879 W. MICHIGAN AVE.), K-11-39-350-001 (0 W. MICHIGAN), K-11-39-350-004 (1705 W. MICHIGAN), K-11-39-350-002 (0 W. MICHIGAN), K-11-39-350-005 (1725 W. MICHIGAN), K-11-39-350-006 (1737 W. MICHIGAN), K-11-39-350-009 (1777 W. MICHIGAN), K-11-39-350-010 (1797 W. MICHIGAN), K-11-39-350-011 (1805 W. MICHIGAN)**

OTHER BUSINESS

AUTHORIZATION AND BIDS

- 1. REQUEST OF JUSTIN BLAIR, DIRECTOR OF GOLF FOR AUTHORIZATION TO PURCHASE A TORO PROPASS 200 BASE, TOW-TYPE CHASSIS, ELEVEN (11) HP HYDRAULIC POWER PACK AND FINDER KIT FROM SPARTAN DISTRIBUTORS STATE CONTRACT/MIDEAL #071B0200329 IN THE AMOUNT OF \$13,204.86 BUDGETED IN LINE ITEM #584-584-000-971-000**

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- 2. REQUEST OF JUSTIN BLAIR, DIRECTOR OF GOLF FOR AUTHORIZATION TO ADD WINDSHIELDS TO THE GOLF CARTS ON ORDER FROM SPARTAN DISTRIBUTORS AND TO INCREASE THE TOTAL MONTHLY PAYMENT TO \$7,022.07, AN INCREASE OF \$125.80 PER MONTH, AND TO APPROVE THE NEW LEASE AGREEMENT, RESOLUTION AND CERTIFICATE OF INCUMBENCY WITH PNC EQUIPMENT FINANCE, LLC**
- 3. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO WAIVE THE FINANCIAL POLICY AND AWARD THE LOW QUOTE FOR DUCTWORK CLEANING OF THE CIVIC CENTER AND 14B COURT TO AMISTEE AIRDUCT CLEANING IN THE AMOUNT OF \$16,524.00 BUDGETED IN LINE ITEM #101-265-000-818-001 AND TO AUTHORIZE SIGNING THE AGREEMENT**
- 4. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR AUTHORIZATION TO PURCHASE A 2016 OR 2017 FORD ESCAPE THROUGH MIDEAL. TO BE SHARED BY THE INFORMATION SYSTEMS DEPARTMENT AND THE CHIEF BUILDING OFFICIAL IN AN AMOUNT NOT TO EXCEED \$22,000.00 BUDGETED IN LINE ITEM #595-595-000-985-000**
- 5. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO SEEK PROPOSALS FOR PLANNING CONSULTANT SERVICES**

The work session was adjourned at approximately 6:47 p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 16, 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. Supervisor Stumbo asked to remain standing for a remembrance of the Sizemore family and for Dee Sizemore who recently passed away.

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

PUBLIC COMMENTS

Tyrone Bridges, Township Resident, stated to the Board that his daughter was shot in the hand at a Hookah Bar last week. He stressed to the Board the need to take action to stop this type of behavior at these establishments.

Craig Swenson, Lodi Township Resident, stated he was here representing the Police Chiefs and Fire Chiefs in Washtenaw County to talk about the Emergency Communication Millage which would be on the ballot for Tuesday, March 8, 2016 election. He explained how important it was to continue with updating the communication system in Washtenaw County. He stated that the millage renewal was needed to keep the county 911 communications up to date.

Ms. Kaiser, Township Resident, encouraged residents to call or write the Michigan Public Service Commission to request them to deny the rate increase request from DTE.

Supervisor Stumbo stated the Township did send an email regarding this proposed increase to let the Public Service Commission know we were opposed to these increases.

Monica Ross-Williams, Township Resident, said she was here to support her neighbor Tyrone Bridges and she would like the Township to look into this incident.

Shawn Sinawe, Owner of Encore Hookah Lounge, introduced himself and asked if he would be able to speak later in the meeting. He stated there are issues that he would like to explain regarding Hookah Lounges. Supervisor Stumbo stated that when the proposed resolution was read later in the meeting there would be time for discussion.

**CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 16, 2016 REGULAR BOARD MEETING MINUTES
PAGE 2**

CONSENT AGENDA

- A. MINUTES OF THE FEBRUARY 2, 2016 WORK SESSION AND REGULAR MEETING
- B. STATEMENTS AND CHECKS
 - 1. STATEMENTS AND CHECKS FOR FEBRUARY 16, 2016 IN THE AMOUNT OF \$1,068,623.04
 - 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JANUARY 2016 IN THE AMOUNT OF \$45,754.09
 - 3. CHOICE HEALTH CARE ADMIN FEE FOR DECEMBER 2015 IN THE AMOUNT OF \$1,192.50
- C. JANUARY 2016 TREASURER'S REPORT

A motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to approve the Consent Agenda.

Trustee Eldridge stated that he was concerned with the minutes from 2/2/2016 Board Meeting with the comments about the Trustees missing Board meetings.

Ms. Kaiser, Township Resident, stated that she was not speaking of the Trustees who were at this board meeting but only the one who had not been to Board meetings, specifically Trustee Jean Hall Currie who had not attended a Board Meeting in over a year and still receives her salary as if she was attending. Ms. Kaiser said that it is money that can be spent elsewhere in the Township.

A revised motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to approve the Consent Agenda without the minutes of the Board meeting dated 2/2/2016.

The motion carried unanimously.

SUPERVISOR REPORT (see attached)

Supervisor Stumbo added that she along with Washtenaw County Sheriff, Mike Radzik, OCS Director, the Neighborhood Watch Coordinator, and Sgt. Fox had a meeting with the West Willow Neighborhood Association neighbors and the Sugarbrook Neighborhood Watch group which specifically addressed the juvenile issues and concerns within the community. She said some issues were curfew, walking in the street, boom boxes and having the parents responsible for their child. She said the Sheriffs' Department had developed a plan to deal with these issues this year.

Monica Ross-Williams, Township Resident, stated that this was a good plan and hopefully it would prevent problems that she witnessed last year.

CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 16, 2016 REGULAR BOARD MEETING MINUTES
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TREASURER REPORT: (none given)

TRUSTEE REPORT (none given)

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated that he went over it in the Work Session but also said that Mr. Tom Daniels would like to speak regarding Resolution 2016-06 during the meeting.

CLERKS REPORT (see attached)

Clerk Lovejoy Roe stressed that due to projected lines at the poles she would recommend that residents apply for absentee ballots if eligible.

Ms. Kaiser, Township Resident, asked if it was easier now than in the past to receive an absentee ballot. Clerk Lovejoy Roe stated it was the same criteria as in the past.

OLD BUSINESS

- 1. 2ND READING OF RESOLUTION 2016-03, PROPOSED ORDINANCE 2016-458, AMENDING THE CODE OF ORDINANCES CHAPTER 66 ENTITLED VEGETATION (1ST READING HELD AT THE FEBRUARY 2, 2016 REGULAR MEETING)**

A Motion was made by Clerk Lovejoy Roe, supported by Trustee M. Martin to Approve the 2nd Reading of Resolution 2016-03, Proposed Ordinance 2016-458, Amending the Code of Ordinances Chapter 66 VEGETATION (see attached).

The motion carried as follows:

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

- 2. 2ND READING OF RESOLUTION 2016-07, PROPOSED ORDINANCE 2016-461, AMENDING THE CODE OF ORDINANCES CHAPTER 48 ENTITLED VACANT PROPERTIES (1ST READING HELD AT THE FEBRUARY 2, 2016 REGULAR MEETING)**

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the 2nd Reading of Resolution 2016-07, Proposed Ordinance 2016-461, Amending the Code of Ordinances Chapter 48 Entitled Vacant Properties (see attached).

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FEBRUARY 16, 2016 REGULAR BOARD MEETING MINUTES
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The motion carried as follows:

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

3. 2ND READING OF RESOLUTION 2016-08, PROPOSED ORDINANCE 2016-460 AMENDING THE CODE OF ORDINANCES CHAPTER 26 ENTITLED BLIGHT (1ST READING HELD AT THE FEBRUARY 2, 2015 REGULAR MEETING)

A Motion was made by Clerk Lovejoy Roe, supported Treasurer Doe to Approve the 2nd Reading of Resolution 2016-08, Proposed Ordinance 2016-460 Amending the Code of Ordinances Chapter 26 Entitled Blight (see attached).

The motion carried as follows:

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

NEW BUSINESS

1. BUDGET AMENDMENT #3

A Motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve the Budget Amendment #3 (see attached).

The motion carried unanimously.

2. 1ST READING OF RESOLUTION 2016-01, PROPOSED ORDINANCE 2016-456 AMENDING THE CODE OF ORDINANCES CHAPTER 22 ENTITLED BUSINESSES TO INCLUDE SMOKING LOUNGE LICENSING AND REGULATIONS

A Motion was made by Clerk Lovejoy Roe, supported by Trustee M. Martin to Approve the 1st Reading of Resolution 2016-01, Proposed Ordinance 2016-456 Amending the Code of Ordinances Chapter 22 Entitled Businesses to Include Smoking Lounge Licensing and Regulations (see attached).

Joe Lawson, Planning Director, discussed additional items regarding this Ordinance.

Shawn Sinawe, Owner of Encore Hookah Lounge, explained his business model to the board. He stated he was a graduate of Eastern Michigan University and pursuing an MBA at Eastern Michigan University. He said he was a part of the Ypsilanti Community and had a vested interest in Ypsilanti. He explained that he runs his business professionally and would not do anything illegal. He extensively explained the way his Hookah Lounge operates to maintain a safe environment.

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FEBRUARY 16, 2016 REGULAR BOARD MEETING MINUTES
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Monica Ross-Williams, Township Resident, stated that she was not speaking of Mr. Sinawes’ Lounge but wondered if other Hookah Lounges were portraying that they were a Hookah Lounge when really they were operating as a Club.

Tyrone Bridges, Township Resident, stated that he wouldn’t be here if his daughter had been to Mr. Sinawes’ establishment. He said he was concerned with the other club type Hookah Lounges when they advertise parties and were not providing a safe atmosphere for the customers.

Trustee S. Martin stated when he looked at how Hookah Lounges advertise they seem to market themselves with a club atmosphere.

Trustee Eldridge questioned Mr. Sinawe whether he would have a problem with cameras inside his establishment. Mr. Sinawes’ stated he has cameras in his business currently.

The motion carried as follows:

Eldridge:	Yes	S. Martin:	Yes	Stumbo:	Yes
Lovejoy Roe:	Yes	Doe:	Yes	M. Martin:	Not Present

3. 1ST READING OF RESOLUTION 2016-09, PROPOSED ORDINANCE 2016-462 AMENDING THE TOWNSHIPS ZONING CODE, ORDINANCE 74 ADOPTED MAY 18, 1994, ARTICLE II, SECTION 201 (DEFINITIONS) AND ARTICLE XI (GENERAL BUSINESS DISTRICTS) TO DEFINE SMOKING LOUNGES AND REGULATE THEIR LOCATION

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the 1st Reading of Resolution 2016-09, Proposed Ordinance 2016-462 Amending the Townships Zoning Code, Ordinance 74 Adopted May 18, 1994, Article II, Section 201 (Definitions) and Article XI (General Business Districts) to Define Smoking Lounges and Regulate Their Location (see attached).

Trustee Eldridge suggested that this type of business should be put into an IC Zone. He also questioned the shared parking and if we should change that. Joe Lawson, Planning Director, stated they could put smoking businesses in a zoning such as IC zoning only but eliminating shared parking requires an Ordinance Amendment. Trustee Eldridge stated new businesses of this type should be required to have video cameras.

Clerk Lovejoy Roe stated that the issue wouldn’t be with the location but whether there were cameras in the business and not being able to charge a cover to get in to stop the club atmosphere. She suggested having a clear definition when dealing with these club type businesses that do not serve alcohol.

CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 16, 2016 REGULAR BOARD MEETING MINUTES
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Trustee Eldridge stated that he would still like to see these businesses all in the same district and also did not want them to be able to rent them out to a third party. He said he still would like the hours reduced and require them to close at 10:00 pm.

Clerk Lovejoy Roe asked Mr. Sinawe if he had to close at 10:00 pm what it would do to his business. Mr. Sinawe stated he would have to close his doors. Mr. Sinawe stressed that the substance the patrons at his establishment smoke is not mind altering its' just tobacco. Mr. Sinawe asked why his business, that does not have alcohol, would be required to close at 10:00 pm when bars stayed open until 2:00 pm.

Trustee M. Martin stated that we are talking about a bar and a lounge like there was a difference. He said that its' like, a Lounge was something exclusive and a bar was where you go and get a drink. Trustee M. Martin stated that tobacco is addictive and tobacco causes cancer. He said he didn't want to get the holier than thou conversation going regarding what was good or bad for you. He said he just wanted to get the job done and felt we had discussed this enough tonight.

Mr. Sinawe apologized for causing the meeting to be long.

Supervisor Stumbo said there was no need to apologize that the board was passing a law and it needed to be discussed. She suggested that Mr. Sinawe meet with Mike Radzik, OCS Director and Joe Lawson, Planning Director and state the changes he would like with the Resolution.

Clerk Lovejoy Roe stated that she is glad Mr. Sinawe had opened a business in the Township and that he was a graduate of EMU. Clerk Lovejoy Roe added that the Washtenaw County Affordability Study said the Township must attract and keep UofM, EMU, and WCC graduates in the Township to improve economic development on the eastern side of Washtenaw County.

The motion carried as follows:

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

**4. RESOLUTION 2016-06, AUTHORIZING THE ACCEPTANCE OF THE
DONATION OF THE SLOAN PROPERTY AND SIGNING OF THE
DONATION AGREEMENT**

A Motion was made by Trustee Eldridge, supported by Trustee S. Martin to Approve Resolution 2016-06, Authorizing the Acceptance of the Donation of the Sloan Property and Signing of the Donation Agreement (See Attached)

Attorney Tom Daniels stated that Mr. Sloan shared with him that he has always admired Ypsilanti Township and was very impressed with the Township and the

**CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 16, 2016 REGULAR BOARD MEETING MINUTES
PAGE 7**

Township Campus. He said Mr. Sloan was pleased he could add this property to the Township Campus. Attorney Daniels stated Mr. Sloan and he had enjoyed working with Attorney Winters and they had great respect for the way Mr. Winters had handled Township business. Supervisor Stumbo stressed that the Township appreciates this donation for the township very much and asked Attorney Daniels to please share with Mr. Sloan our deepest gratitude.

Clerk Lovejoy Roe read Resolution 2016-06, Authorizing the Acceptance of the Donation of the Sloan Property and Signing of the Donation Agreement (see attached).

The motion carried unanimously.

5. RESOLUTION 2016-10, CREDIT CARD POLICY

A Motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve Resolution 2016-10, Credit Card Policy (see attached).

The motion carried unanimously.

6. RESOLUTION 2016-11, OWNERS DAM SAFETY PROGRAM

A Motion was made by Treasurer Doe, supported Clerk Lovejoy Roe by to Approve Resolution 2016-11, Owners Dam Safety Program (see attached).

The motion carried unanimously.

7. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO AMEND THE CONTRACT WITH OHM FOR ADDITIONAL SUPERVISION AND INSPECTIONS FOR EXTENDED AND ADDITIONAL PROJECTS BY ANGLIN CIVIL FOR VETERAN'S DRIVE IN THE AMOUNT OF \$9,000.00 BUDGETED IN LINE ITEM #101-970-000-976-007

A motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve the Request of Jeff Allen, Residential Services Director to Amend the Contract with OHM for Additional Supervision and Inspections for Extended and Additional Projects by Anglin Civil for Veteran's Drive in the Amount of \$9,000.00 Budgeted in Line Item #101-970-000-976-007 (see attached).

The motion carried unanimously.

8. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 166 ECORSE RD. IN THE AMOUNT OF \$5,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023

**CHARTER TOWNSHIP OF YPSILANTI
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A motion was made by Treasurer Doe, supported by Trustee M. Martin 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 166 Ecorse Rd. in the Amount of \$5,000.00 Budgeted in Line Item #101-950-000-801-023.

The motion carried unanimously.

9. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO SET PUBLIC HEARING DATE OF MARCH 15, 2016 AT APPROXIMATELY 7:00PM TO CONSIDER THE CREATION AND INDUSTRIAL DEVELOPMENT DISTRICT (IID) FOR PARCEL #K-1-11-39-350-027 (1879 W. MICHIGAN AVE), K-11-39-350-001 (0 W. MICHIGAN), K-11-39-350-004 (1705 W. MICHIGAN), K-11-39-350-002 (0 W. MICHIGAN), K-11-39-350-005 (1725 W. MICHIGAN), K-11-39-350-006 (1737 W. MICHIGAN), K-11-39-350-009 (1777 W. MICHIGAN), K-11-39-350-010 (1797 W. MICHIGAN), K-11-39-350-011 (1805 W. MICHIGAN)

A Motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Approve the Request of Joe Lawson, Planning Director to set Public Hearing Date of March 15, 2016 at Approximately 7:00PM to Consider the Creation and Industrial Development District (IDD) for Parcel #K-1-11-39-350-027 (1879 W. Michigan Ave), K-11-39-350-001 (0 W. Michigan), K-11-39-350-004 (1705 W. Michigan), K-11-39-350-002 (0 W. Michigan), K-11-39-350-005 (1725 W. Michigan), K-11-39-350-006 (1737 W. Michigan), K-11-39-350-009 (1777 W. Michigan), K-11-39-350-010 (1797 W. Michigan) K-11-39-350-011 (1805 W. Michigan).

The motion carried unanimously.

OTHER BUSINESS

AUTHORIZATION AND BIDS

1. REQUEST OF JUSTIN BLAIR, DIRECTOR OF GOLF FOR AUTHORIZATION TO PURCHASE A TORO PROPASS 200 BASE, TOW-TYPE CHASSIS, ELEVEN (11) HP HYDRAULIC POWER PACK AND FINDER KIT FROM SPARTAN DISTRIBUTORS STATE CONTRACT/MIDEAL #071B0200329 IN THE AMOUNT OF \$13,204.86 BUDGETED IN LINE ITEM #584-584-000-971-000

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Justin Blair, Director of Golf for Authorization to Purchase a Toro Propass 200 Base, Tow-Type Chassis, Eleven (11) HP Hydraulic Power Pack and Finder Kit from Spartan Distributors State Contact/Mideal #071B0200329 in the Amount of \$13,204.86 Budgeted in Line Item #584-584-000-971-000.

**CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 16, 2016 REGULAR BOARD MEETING MINUTES
PAGE 9**

The motion carried unanimously.

- 2. REQUEST OF JUSTIN BLAIR, DIRECTOR OF GOLF FOR AUTHORIZATION TO ADD WINDSHIELDS TO THE GOLF CARTS ON ORDER FROM SPARTAN DISTRIBUTORS AND TO INCREASE THE TOTAL MONTHLY PAYMENT TO \$7,022.07, AN INCREASE OF \$125.80 PER MONTH, AND TO APPROVE THE NEW LEASE AGREEMENT, RESOLUTION AND CERTIFICATE OF INCUMBENCY WITH PNC EQUIPMENT FINANCE, LLC**

A Motion was made by Trustee S. Martin, supported by Trustee Eldridge to Approve the Request of Justin Blair, Director of Golf for Authorization to Add Windshields to the Golf Carts on Order From Spartan Distributors and to Increase the Total Monthly Payment to \$7,022.07, an Increase of \$125.80 per Month, and to Approve the New Lease Agreement, Resolution and Certificate of Incumbency with PNC Equipment Finance, LLC., Contingent upon Attorney approval.

The motion carried unanimously.

- 3. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO WAIVE THE FINANCIAL POLICY AND AWARD THE LOW QUOTE FOR DUCTWORK CLEANING OF THE CIVIC CENTER AND 14B COURT TO AMISTEE AIRDUCT CLEANING IN THE AMOUNT OF \$16,524.00 BUDGETED IN LINE ITEM #101-265-000-818-001 AND TO AUTHORIZE SIGNING THE AGREEMENT**

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Jeff Allen, Residential Services Director to Waive the Financial Policy and Award the Low Quote for Ductwork Cleaning of the Civic Center and 14B Court to Amistee Airduct Cleaning in the Amount of \$16,524.00 Budgeted in Line Item #101-265-000-818-001 and to Authorize Signing the Agreement Contingent Upon the Insurance Certificates Reviewed by the Township Attorney.

The motion carried unanimously.

- 4. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR AUTHORIZATION TO PURCHASE A 2016 OR 2017 FORD ESCAPE THROUGH MIDEAL. TO BE SHARED BY THE INFORMATION SYSTEMS DEPARTMENT AND THE CHIEF BUILDING OFFICIAL IN AN AMOUNT NOT TO EXCEED \$22,000.00 BUDGETED IN LINE ITEM #595-595-000-985-000**

**CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 16, 2016 REGULAR BOARD MEETING MINUTES
PAGE 10**

A Motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve the Request of Jeff Allen, Residential Services Director for Authorization to Purchase a 2016 or 2017 Ford Escape Through Mideal. To be Shared by the Information Systems Department and the Chief Building Official in an Amount Not to Exceed \$22,000.00 Budgeted in Line Item #595-595-000-985-000.

The motion carried unanimously.

**5. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO SEEK PROPOSALS
FOR PLANNING CONSULTANT SERVICES**

A Motion was by Treasurer Doe, supported by Trustee S. Martin to Approve the Request of Joe Lawson, Planning Director to Seek Proposals for Planning Consultant Services.

The motion carried unanimously.

A motion was made by Treasurer Doe supported by Trustee Eldridge to adjourn.

The motion carried unanimously.

The meeting was adjourned at approximately 9:07 p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

SUPERVISOR'S REPORT

February 16, 2016

1/20/16 Met with Robin Castle-Hine regarding HR updates

UAW town meeting as a guest of Congresswomen Dingell and had the opportunity to meet President Obama and asked him to remember Willow Run as site for autonomous vehicle research.

1/21/16 Attended Washtenaw County Convention & Visitor's Bureau Executive Committee meeting

3 FT attended weekly development team meeting with staff and attorney.

Karen Roe and I met with Debbie Freer from AAATA regarding expanded service in May of this year.

Attended meeting regarding new credit cards process with full time officials, accounting director, Javonna Neel and Deputy Treasurer, Deb Agdorny.

Attended Stevens Park NHW meeting

1/22/16 Met with Karen Roe, Jeff Allen, Mike Radzik and Javonna Allen regarding MITN Purchasing Group membership for RFPs

Met with Conan Smith, County Commissioner

1/25/16 Attended weekly police meeting

1/26/16 Met with Washtenaw Community College Dean Kristin Good regarding WCC's Art Program and potential to have students assist with art and music in Ytown.

Met with Sheila Pederson of United Way

Bee City USA conference call was held with Deputy Clerk, Lisa Garrett.

Attended Sugarbrook NHW meeting

1/27/16 Officials, attorney Winters, Chief Copeland and Karen Wallin met to prepare for the mediation on February 1, 2016

Attended YCUA Board meeting with Treasurer Doe

Attended Arts Alliance event in Ann Arbor as part of Washtenaw County Convention and Visitors Bureau

1/28/16 Three full time officials and development team met with RACER Trust and MDEQ regarding GM property sale, timeline and updates. The state purchase goal is February for Autonomous Research facility and Testing Grounds.

Conference call with McKinley regarding updates on property development, overall economic conditions for Michigan and rental inspection program.

Hazelette Robinson, township resident and board member of County Committee for Prisoner Re-entry met to discuss their program.

Three full time officials attended meeting with representatives from Regional Transit Authority. We were informed that they will be going out for a millage increase in November of 2016. The board and residents will be updated as we get more details and Clerk Roe is the representative for Township on RTA committee.

Two potential candidates for two vacancies in the fire department were interviewed.

Attended Roundtree NHW meeting

1/29/16 Attended Washtenaw County Convention & Visitor's Bureau Board orientation

Karen Roe and I met with Mary Zuccherro and Tony Vanderworp regarding Wayfinding Signage and CTAP grants.

Participated in entry level firefighter interview, HR is in process of back ground check.

2/1/16 Attended mediation in Detroit with Treasurer Doe, Chief Copeland and HR.

Attended weekly police meeting

2/2/16 Javonna Neel, Tammie Keen and I met with Tim Smith & Justin Blair regarding Golf Course budget proposed amendments.

2/3/16 Met with Karen Wallin regarding employee evaluation.

Javonna Neel, Deputy Treasurer and officials met regarding credit card policy that is on the agenda this evening.

Officials met with one of the finalists for the Washtenaw County Executive position who is a township resident.

Attended Westlawn NHW meeting

2/4/16 Attended weekly development team meeting

Larry Doe, Jeff Allen,, Wayne Dudley, Tim Smith, Justin Blair, HR and I met to discuss seasonal employee hours with the new federal restrictions. Employees

can work no more than 6 months at 40 hours or longer than 6 months at 28 hours a week. There are no exceptions for 2016 seasonal hires.

2/5/16 Attended County Economic Development Committee meeting

Met with resident Greg Peoples

Karen Wallin and I met with Mike Radzik to discuss staffing with OCS and need for Building Inspector, rental inspector and plan reviewer.

2/8/16 Officials met with Jeff Allen and HR to discuss employee changes with custodian staff.

Attended weekly police meeting

2/10/16 Karen Roe and I attended Affordable Housing/Equity Leadership Team meeting in Ann Arbor.

Attended Thurston NHW meeting

2/11/16 Attended weekly development team meeting

Attended meeting with two students from University of Michigan master program in Nursing.

Attended Vantage Port Executive Committee special meeting

2/12/16 Attended Washtenaw County Convention and Visitors Bureau Executive Committee meeting

Mike Radzik, Alex Mamo, Tammie Keen and I met with Steve Burgess of Ypsilanti Community Schools regarding the future demolition of Thurston and Kettering elementary schools. They asked if we could be the recipient of a grant if they write the grant for demolition dollars.

Three full time officials participated in conference call with David Williamson to discuss Standard & Poors rating letter and report. Our bond rating is AA-.

2/16/16 Attended Joint Airport Zoning Board meeting with Commissioner Ronnie Peterson.

Attended weekly police meeting

CLERK REPORT

FEBRUARY 16, 2016

Submitted by Karen Lovejoy Roe, Clerk

- **SPLASH PAD**-The Attorney has reviewed the agreement with Vortex to prepare the design for the project. Once Vortex has reviewed the changes with the attorney the agreement will be brought to the township board for a request to proceed. Everyone is still hopeful that we can complete the requirements to move forward with a grant application that has an April 1, 2016 deadline.
- **MARCH 8, 2016 PRESIDENTIAL PRIMARY ELECTION**-The Clerk's office is extremely busy with processing absentee ballot requests and absentee ballot returns. Training is underway, which is including training of over 60 election inspectors and Chairpersons on the changes to the voting process for the Presidential Primary. All voters must indicate in writing the type of ballot they desire. The three choices are a Republican Ballot, a Democratic Ballot or a Ballot without a Presidential Primary (countywide proposal only). Both the Democratic and Republican ballots include the countywide proposal. 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 expected long voting lines in the General Election on November 8, 2016.

AFFORDABLE HOUSING REGIONAL EQUITY LEADERSHIP GROUP MEETING- A meeting of the Regional Equity Leadership Group was held on February 10, 2016 at 200 N. Main in Ann Arbor. Supervisor Stumbo and Clerk Lovejoy Roe attended this meeting on behalf of Ypsilanti Township. The group reviewed the 2016 Equity Housing first Annual Report. There was a lot of discussion about the establishment of working groups to focus on demand side solutions; and one focused on supply-side solutions to reaching the goals of the Affordable Housing Study and the Leadership Group.

REGIONAL TRANSPORTATION AUTHORITY- Clerk Lovejoy Roe attended a Joint Policy/Technical Committee Meeting on Wednesday, February 10, 2016. The focus was on BEST: Michigan Avenue. The focus is on studying the alternatives to move people through public transportation, both commuter rail and Bus Rapid Transit (BRT) from the western edge of Washtenaw County all the way to Detroit, via the Michigan Ave corridor. The meeting involved review of very detailed evaluation of both types of transportation systems and alternatives for each type. The information shared included evaluation of many rail station areas, environmental impacts, and capital costs of different service plans and a breakdown of the segments of the system route. The RTA (Regional Transportation Authority) is planning a millage request to support the Regional options on the November, 2016 ballot.

REIMAGINE WASHTENAW-Clerk Lovejoy Roe attended the Reimagine Washtenaw meeting on Tuesday, February 9, 2016. The meeting included a presentation and update on the BEST:Michigan Ave. Corridor Study being conducted by the

Regional Transportation Authority (RTA). The Mid-Block Crossing study for the County Service Center was updated. There was discussion around funding for art at the super stops. Community updates were also provided by MDOT, City of Ypsilanti and Ypsilanti Township.

WASHTENAW URBAN COUNTY EXECUTIVE COMMITTEE MEETING-The Urban County Executive meeting was attended by Clerk Lovejoy Roe on Tuesday, January 26, 2016. A proposed change to the HOME funding was presented that will be voted on at the next meeting that involves Habitat funding. The schedule of meetings was discussed and voted on changing for the remainder of the year. The Priority Proposals were presented and discussed. It was agreed that the Augusta Township proposal would not be considered. The remaining two projects including one submitted from Ypsilanti Township working with Habitat for weatherization projects in the Sugarbrook neighborhood were reviewed. The decision on funding the priority projects will be voted on at the February meeting. There was also an update on the Affordable Housing RFP.

WAYFINDING PROJECT-Supervisor Stumbo and Clerk Lovejoy Roe attended a meeting on Friday, January 29, 2016 regarding the tourism signage project in both the City of Ypsilanti and the Township of Ypsilanti, called Wayfinding, to discuss final proposals for both sign design and locations. The township is planning on using CTAP funds and some township funds, if approved by the township board to contribute to the funding for the Wayfinding Project.

PASSPORTS-The Clerk's office processed over 60 passports for the Eastern Michigan University Athletic Department for football players. The EMU Athletic Department was very grateful that the Clerk's department provided this service to their department and they presented the entire Clerk's staff a small gift of EMU apparel in expression of their gratitude. It was a great effort of cooperation between Ypsilanti Township and EMU that provided service to EMU and the township received the funds for processing the passports. Plans are underway to continue this service to EMU. The number of passports for 2016, even without the EMU passports, is on its way to breaking records. A great amount of staff time is taken up by the issuance of passports.

MML INSURANCE RENEWAL- The Township Clerk's office together with the Residential Services Department has been working and meeting with the representative from MML, our insurance provider to finalize changes and additions to the insurance policy for 2016. The policy is now complete and a representative will be attending a board meeting in the near future to present a dividend check to the township. The rate did go up for 2016, with the additions and a slight overall general rate increase that all communities received.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2016-03

(In Reference to Ordinance 2016-458
Amending Ordinance 2015-449)

*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

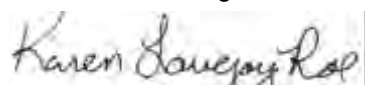
Whereas, the Township's Office of Community Standards' records show that the 15% administrative fee does not cover the actual administrative costs sustained by the Township in processing mowing complaints, mowing inspections, written reports, coordination with contract mowers and billing notices; and

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.

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. 2016-03 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on February 16, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
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 April indicating that if grass, weeds and other vegetation are not cut or destroyed by 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 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.

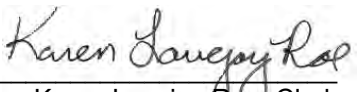
Effective Date and Repeal of Conflicting Ordinances

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2015-458 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on February 16, 2016 after first being introduced at a Regular Meeting held on February 2, 2016. The motion to approve was made by member Roe and seconded by member S. Martin. Yes: Mike Martin, Eldridge, Scott Martin, Stumbo, Roe, Doe. ABSENT: Currie NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Published: Monday, March 14, 2016

RESOLUTION 2016 – 07
(In Reference to Ordinance 2016-461)

*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

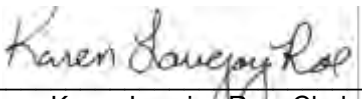
Whereas, the definition of vacant property has been construed to exempt vacant property that is offered for sale; and

Whereas, Ordinance 2016-461 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.

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. 2016-07 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on February 16, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
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.

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.

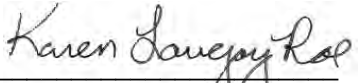
Publication

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.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2015-458 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on February 16, 2016 after first being introduced at a Regular Meeting held on February 2, 2016. The motion to approve was made by member Roe and seconded by member Doe. Yes: Mike Martin, Eldridge, Scott Martin, Stumbo, Roe, Doe ABSENT: Currie NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2016-08

(In Reference to Ordinance 2016-460)

*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

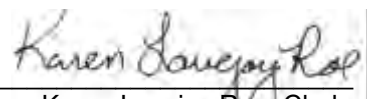
Whereas, the amendment prohibits the outdoor storage of building materials within a fenced area unless a valid building permit for the site is issued by the Township; and

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.

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. 2016-08 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on February 16, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Charter Township of Ypsilanti

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 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.

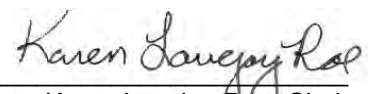
Publication

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.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2015-458 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on February 16, 2016 after first being introduced at a Regular Meeting held on February 2, 2016. The motion to approve was made by member Roe and seconded by member S. Martin. Yes: Mike Martin, Eldridge, Scott Martin, Stumbo, Roe, Doe. ABSENT: Currie NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Published: Monday, March 14, 2016

RESOLUTION 2016-01
(In Reference to Ordinance 2016-456)

*Smoking Lounge – Regulatory
Amending the Code of Ordinances Chapter 22 Entitled Businesses
to Include Smoking Lounge Licensing and Regulation*

Whereas, smoking lounge businesses which allow patrons to smoke tobacco and non-tobacco products on the premises have been operating in the Township; and

Whereas, there have been an increasing number of incidents which required police response, including large numbers of smoking lounge patrons congregating during the evening hours in parking areas, impeding nearby businesses, disturbing the peace, leaving behind trash and broken alcohol bottles, fights, smoking fumes, alcohol consumption in parking areas, generating complaints from neighboring businesses and residents; and

Whereas, establishing reasonable and uniform smoking lounge licensing requirements and regulations for the operation of such businesses is in the interest of public health and safety; and

Whereas, proposed ordinance 2016-456 requires that all smoking lounges operating in the Township obtain a license and comply with specific standards and regulations;

Now Therefore,

Be it resolved, that Ordinance No. 2016-456 is hereby adopted by reference.

PROPOSED ORDINANCE NO. 2016-456

*An Ordinance Amending the Code of Ordinances
Charter Township of Ypsilanti, Chapter 22
Entitled **Businesses** to
Include Smoking Lounge Licensing and Regulations*

The Charter Township of Ypsilanti hereby ordains that Chapter 22 of the Code of Ordinances for Ypsilanti Township, entitled "Businesses" is hereby amended as follows:

ADD the following new article:

ARTICLE VII. - SMOKING LOUNGES

DIVISION 1. - GENERALLY

Sec. 1. - Purpose.

Since the state enacted Public Act 188 of 2009 to prohibit smoking in public places smoking lounges have become increasingly popular. Cigar bars and tobacco specialty retail stores that qualify and were in existence on May 1, 2010, are exempt from the smoking in public prohibition.

The Potential adverse impacts associated with smoking lounges have been identified as large numbers of patrons during the evening and night time, crowds overflowing into parking areas and impeding on nearby businesses, leaving behind trash, broken alcohol bottles and debris, incidents requiring police response, fights, alcohol possession on unlicensed premises, traffic, noise, and complaints from neighboring businesses and residents. The purpose of this article is to regulate smoking lounges for the public health, safety, and welfare of the township and persons within its jurisdictional boundaries; to prevent access to tobacco and non-tobacco smoking products by minors at these establishments, and to prevent the spread of smoke fumes to adjacent properties, and persons passing by these establishments.

This article is designed to establish reasonable and uniform regulations to prevent potential adverse impacts relating to these establishments. The regulations adopted are designed to provide objective and orderly procedures for the administration of this article.

Sec. 2. - Definitions.

For purposes of this article, the words, terms, and phrases shall be defined as follows:

Cigar shall mean any roll of tobacco weighing three or more pounds per 1,000, which roll has a wrapper or cover consisting of tobacco.

Cigar bar shall mean an establishment or area within an establishment that is open to the public and is designated for the smoking of cigars that has a state issued exemption certificate.

Disqualifying criminal act shall mean any of the following:

- (1) Any of the following misdemeanor or felony offenses under any of the following statutes, as amended, for which less than seven years elapsed since the date of conviction or the date of release from confinement for the conviction, whichever is the later date:

- a. Michigan Penal Code, Chapter X, Arson and Burning;
 - b. Michigan Penal Code, Chapter XI, Assaults, except MCL 750.81(1) and (2);
 - c. Michigan Penal Code, Chapter XVII, Bribery and Corruption;
 - d. Michigan Penal Code, Chapter XXII, Compounding Offenses;
 - e. Michigan Penal Code, Chapter XXVA, Criminal Enterprises;
 - f. Michigan Penal Code, Chapter XXVIII, Disorderly Persons;
 - g. Michigan Penal Code, Chapter XXXI, Embezzlement;
 - h. Michigan Penal Code, Chapter XXXIII, Explosives, Bombs, Harmful Devices;
 - i. Michigan Penal Code, Chapter XXXIV, Extortion;
 - j. Michigan Penal Code, Chapter XLIII, Frauds and Cheats;
 - k. Michigan Penal Code, Chapter XLIV, Gambling;
 - l. Michigan Penal Code, Chapter XLV, Homicide;
 - m. Michigan Penal Code, Chapter XLVIII, Indecency and Immorality;
 - n. Michigan Penal Code, Chapter LVIII, Mayhem;
 - o. Michigan Penal Code, Chapter LXVII, Prostitution;
 - p. Michigan Penal Code, Chapter LXVIIA, Human Trafficking;
 - q. Michigan Penal Code, Chapter LXXVI, Sexual Conduct;
 - r. Michigan Penal Code, Chapter LXXVIII, Robbery;
 - s. Michigan Penal Code, Chapter LXXXIII-A, Michigan Anti-Terrorism Act;
 - t. Controlled Substances—Offense and Penalties, MCL § 333.7101 et seq.;
 - u. Taxation-Prohibited Acts, including tax evasion, MCL § 205.27.
- (2) Any attempt, solicitation, or conspiracy to commit one of the foregoing offenses; or
 - (3) Any offense enumerated in the Code of Ordinances which substantially corresponds to one of the foregoing state offenses; or
 - (4) Any offense in another jurisdiction that, had the predicate act(s) been committed in the state, would have constituted any of the foregoing offenses.

Influential interest shall mean any of the following:

- (1) Actual power to operate or control the operation, management, or policies of a current or prospective business; including the manager of the prospective business; or
- (2) Ownership of a financial interest in the business, or ownership of an interest that is ten percent or more of the total interest of a current or prospective business, including such business entities as a firm, partnership, limited partnership, association, limited liability company, or corporation; or

- (3) Holding an office, such as, e.g., president, vice president, secretary, treasurer, managing member, managing director, etc., in a legal entity which operates a current or prospective business.

Minor shall mean any person under 18 years of age.

Non-tobacco smoking products or substances shall include any product or substance that can be consumed by smoking such as, but not limited to: e-cigarettes, bidis, kreteks, clover cigarettes, herbal cigarettes, electronic and herbal hookah, steam stones, smoking gels or other smoked product.

Premises shall mean the location for which a smoking lounge establishment operates under a state issued exemption certificate and includes the land, and all improvements located thereon, including the primary building and all accessory and out-buildings, and is not limited to the smoking area.

Sale shall mean, the exchange, barter, traffic, furnishing, or giving away of tobacco products and non-tobacco smoking products and substances which is regulated by the state and pursuant to this article.

Smoking lounge shall mean an establishment that allows smoking of tobacco products or non-tobacco products or substances on the premises. The term "smoking lounge" includes, but is not limited to, facilities commonly described as cigar bars and lounges; hookah bars, cafes and lounges; tobacco bars and lounges; tobacco clubs or zero percent nicotine establishments

State shall mean the State of Michigan.

State issued exemption certificate shall mean a valid exemption certificate issued by the state for the premises, from the Public Act 188 of 2009 smoking in public ban which allows indoor smoking on the premises in compliance with the Act.

Tobacco product shall mean a product that contains tobacco and is intended for human consumption, including, but not limited to, cigars, cigarettes, non-cigarette smoking tobacco or smokeless tobacco as defined by the Tobacco Products Tax Act, MCL 205.422.

Tobacco specialty retail store shall mean an establishment that has a state issued exemption certificate and for which the primary purpose is the retail sale of tobacco products, non-tobacco smoking products and substances, and smoking paraphernalia.

DIVISION 2. - LICENSE

Sec. 3. - Business license required.

A person shall not operate a smoking lounge in the township without first obtaining a smoking lounge business license issued pursuant to the provisions of this article.

Sec. 4. - Application.

- (a) Information required. An applicant for a smoking lounge license shall annually file in person at the office of the township clerk, a completed application made on a form provided by the clerk. The application shall be signed as required herein and shall be notarized. An application shall be considered complete when it contains, for each person

required to sign the application, the information and/or items required in paragraphs (1) through (9) below, accompanied by the required fee.

- (1) The applicant's full legal name and any other names used by the applicant in the preceding seven years. If the applicant is a partnership, corporation, limited liability company, or other legal entity, then all persons with an influential interest in the entity shall be deemed an applicant and shall provide the information required by this article. Each applicant must be qualified under section 5, and each applicant shall be considered a licensee if a license is granted.
- (2) Current business address or another mailing address of the applicant.
- (3) Written proof of identity, in the form of a driver's license or a copy of a birth certificate accompanied by a picture identification document issued by a governmental agency.
- (4) The proposed business name, location, parcel identification number, mailing address and phone number.
- (5) A copy of the state issued exemption certificate for the premises; or if a transfer has been applied for, a copy of the application filed with the state.
- (6) The name and business address of the designated local agent who is responsible to supervise the premises and activities and who is authorized to receive service of process.
- (7) A statement of whether any applicant has been convicted of or has pled guilty or nolo contendere to a disqualifying criminal act as defined in this article, and if so, specify each criminal act involved, including the date, place, and jurisdiction of each, as well as, the dates of conviction and release from confinement, where applicable. This statement shall be accompanied by an authorization to conduct a criminal background check.
- (8) A statement as to whether any applicant has ever had a license revoked under the penalty provisions of the Michigan Liquor Control Code, PA 58 of 1998, as amended.
- (9) A statement as to whether any business in which an applicant has had an influential interest, has, in the previous seven years, and at the time during which the applicant had the influential interest:
 - a. Been declared by a court of law to be a nuisance, as defined under the Revised Judicature Act, MCL 600.3801; or
 - b. Been subject to a court order of closure or padlocking.
- (10) A statement of nature of proposed operation.

The information provided pursuant to paragraphs (1) through (10) of this subsection shall be supplemented in writing by certified mail, return receipt requested, to the township clerk within ten working days of a change of circumstances which would render the information originally submitted false or incomplete.

- (b) Signature required. If a person who wishes to operate the business is an individual, the person shall sign the application. If a person who wishes to operate a business is other than an individual, each person with an influential interest in the business shall sign the application for a license as applicant.

- (c) Disclosure. The information provided by an applicant in connection with an application for a license under this article shall be maintained by the township clerk's office and all personal information shall be deemed confidential and may be disclosed only as required by law or by court order.

Sec. 5. - Issuance of license.

- (a) Pre-existing businesses. All smoking lounges operating pursuant to a valid certificate of occupancy on the effective date of this article are hereby granted a de facto temporary license to continue operating for a period of 90 days following the effective date. During this period all smoking lounge businesses shall apply for a license pursuant to this article; and by the expiration date of 90 days shall conform to all requirements for issuance of a license.
- (b) Application review. Upon the filing of a completed application for a smoking lounge business license, the township clerk shall forward a copy to the following departments: Office of Community Standards, the Planning Department and the Washtenaw County Sheriff's Department, and any other necessary department(s), to review the application for compliance with the requirements of all applicable ordinances and codes.
- (c) The township clerk shall either issue a license to the applicant or issue to the applicant a written notice denying the application. The township clerk shall issue a license unless:
 - (1) Information. An applicant has failed to provide information as required by section 4 for issuance of a license, or has falsely answered a question or a request for information on the application form;
 - (2) Fee. The license application fee required by this article has not been paid;
 - (3) State exemption certificate. The applicant does not have a valid state issued exemption certificate, the state has denied the application for a transfer, or the exemption has been revoked;
 - (4) Code compliance. The subject premises lacks a current certificate of occupancy or does not comply with applicable building, zoning, plumbing, mechanical, electrical, health, property maintenance or fire prevention codes. Upon filing an application for a building permit, plan review, or certificate of occupancy, the applicant shall also file a copy with the township clerk;
 - (5) Ventilation and parking. The Department of Community Standards indicates that the premises lack the ventilation and/or parking required for the proposed use;
 - (6) Unpaid fees. Any of the reviewing departments or divisions has indicated that there are unpaid fees or uncured violations under its purview related to the subject premises;
 - (7) Ownership/lease. The business does not own the premises for which a license is sought or does not have a current lease for the proposed licensed premises;
 - (8) Previous revocation/non-renewal. An applicant has had a smoking exemption revoked, or not renewed for cause, in the last two years

under this article or a comparable municipal ordinance or state law, whether in the state or otherwise;

- (9) Prior nuisance. Any business in which the applicant has had an influential interest, has, in the previous seven years, and at the time during which the applicant had the influential interest:
 - a. Been declared by a court of law to be a nuisance, as defined under the Revised Judicature Act, MCL 600.3801; or
 - b. Been subject to an order of closure or padlocking.
- (10) Disqualifying criminal act. An applicant has been convicted of, or pled guilty, or nolo contendere or no contest, to a disqualifying criminal act as defined in this article, or has had a license suspended under the Michigan Liquor Control Code;
- (11) Additional licensing. The business is not licensed to do business in the state or has not obtained a sales tax license.
- (d) Reservation of authority. Notwithstanding anything to the contrary in this article, no applicant has a right to the issuance of a license; and the township hereby reserves the right to determine who, if anyone, shall be entitled to the issuance of such a license, based on the objective criteria listed in this article which relate to concerns for public health, safety, and welfare as identified herein.
- (e) License contents; posting; possession. The license, if granted, shall state on its face the name of the person or persons to whom it is granted, the number of the license issued to the licensee(s), the expiration date, and, the address of the business. The business license shall be posted in a conspicuous place at or near the entrance to the business so that it may be read at any time.
- (f) Other laws applicable. Nothing in this article shall be construed to exempt the licensee from any other requirements set forth by township ordinance, state or federal law.

Sec. 6. - Fees.

The fees for a license under this article shall be established by resolution adopted by the township board and shall be placed on file, and made available, at the office of the township clerk.

Sec. 7. - Inspection.

Filing an application for a smoking lounge shall constitute consent to inspection by township officials as provided herein, for the purpose of ensuring compliance with the specific regulations of this article. During township business hours or at other mutually agreeable time, the applicant shall allow the representatives of township departments onto the property and into the proposed licensed premises to complete an inspection. This section shall be narrowly construed by the township to authorize reasonable inspections of the licensed premises pursuant to this article.

Sec. 8. - Transfer of license.

- (a) A licensee shall not transfer the license to another, nor shall a licensee operate a smoking lounge under the authority of a license at any place

other than the address designated in the smoking lounge license application. Any transfer shall be grounds for suspension and revocation. A proposed transfer shall require a new application be filed and shall be subject to the same procedures, standards and fees required for a new license. Each location operated by a licensee requires a separate license.

- (b) Approval of the transfer of a state issued exemption certificate by the state shall not abrogate the requirement to apply for and obtain a smoking lounge license as required by this article. There shall be no transfer into the Charter Township of Ypsilanti of a State of Michigan Exemption Permit under the Dr. Ron L. Davis Act of 2009; MCL 333.12601, et seq., as amended.

Sec. 9. - Annual license, expiration.

The license issued under this article shall be valid for a period of one year from the date of issue, unless otherwise suspended or revoked. A renewal license shall be obtained within 30 days following expiration of the current license, and may be renewed only by making application and payment of the fee as required by this article.

DIVISION 3. - DENIAL, SUSPENSION, REVOCATION, HEARING

Sec. 10. - Denial.

In the event the township clerk issues a written notice to deny for failure to comply with the requirements of section 5, the provisions of section 13 providing for an appeal hearing shall apply.

Sec. 11. - Suspension.

The township clerk shall suspend the license for a period of 30 days if the licensee has knowingly violated this article or has knowingly allowed an employee to violate this article. Upon receiving notice of a violation, the clerk shall issue a written notice to suspend, which shall include the grounds for the suspension, the effective date of the suspension, and that the licensee may within 20 days, request in writing, an appeal hearing before the township board pursuant to the provisions of section 12. The suspension shall take effect 21 days after the date of the notice of suspension.

Sec. 12. - Revocation; non-renewal.

- (a) Violation after previous suspension. The township clerk shall issue a written notice of revocation if the licensee knowingly violates this article or has knowingly allowed an employee to violate this article and the licensee's license has been suspended within the previous 12-month period.
- (b) Grounds for revocation/non-renewal. The township clerk shall issue written notice to revoke or non-renewal of the license if:

- (1) The licensee would not meet the standards set forth in section 5 if the licensee were an applicant for a new license.
 - (2) The licensee has knowingly or recklessly allowed two or more violations of the regulations of this article in the preceding 12-month period.
 - (3) The licensee has knowingly or recklessly allowed a nuisance, as defined under the Revised Judicature Act, MCL 600.3801, to be maintained upon the premises.
 - (4) The subject premises have existing violations of building, zoning, plumbing, mechanical, electrical, health or fire prevention codes.
 - (5) The operation of the licensed establishment has resulted in a pattern of patron conduct in the neighborhood of the establishment that continually and substantially disturbs the peace, order, and tranquility of the neighborhood.
 - (6) The licensee has failed to maintain the grounds and exterior of the licensee's establishment by allowing litter, debris, and/or refuse to unreasonably remain on the property or adjoining properties.
 - (7) The licensee knowingly or recklessly operated the business during a period of time when the license was suspended.
 - (8) The licensee has knowingly or recklessly engaged in illegal activity or allowed any illegal activity to occur in or on the licensed premises, or has been found liable for a violation of the state liquor control code.
- (c) Effect of appeal of conviction. The fact that any relevant conviction is being appealed shall have no effect on the revocation/non-renewal of the license, provided that, if any conviction which serves as a basis of a license revocation/non-renewal is overturned or reversed on appeal, that conviction shall be treated as null and of no effect and the license shall be reinstated.
- (d) Effective date. The revocation/non-renewal shall not take effect for 21 days from the date of the notice of revocation/non-renewal.
- (e) Appeal. The written notice to revoke/non-renewal, shall include the grounds for the revocation/non-renewal, the effective date of the revocation/non-renewal, and that the licensee may request in writing, within 20 days of the date of the notice of suspension, or revocation/non-renewal, an appeal hearing before the township board pursuant to the provisions of section 12. If not appealed, the suspension shall take effect 21 days after the date of the notice of suspension.

Sec. 13. - Appeal hearing.

- (a) Notice of hearing. Upon receipt of a request for appeal, the township board shall provide the licensee with notice and an opportunity to be heard. The township board shall serve notice upon the licensee by certified mail, not less than 20 days prior to the hearing date. The notice shall state:
- (1) The date, time and place of the hearing.
 - (2) A statement that the licensee may present evidence and testimony, and may be represented by an attorney.

- (b) Hearing and decision. The hearing shall be conducted by the township board and shall be open to the public. The township board shall submit to the licensee a written statement of its findings, decision, specific grounds for its decision, and a statement that the decision may be appealed to a court of competent jurisdiction.

DIVISION 4. - REGULATIONS

Sec. 14. - Zoning requirements.

A smoking lounge may only be located in permitted zoning districts as identified in Appendix A to this Code of Ordinances, the zoning ordinance.

Sec. 15. - Limitation.

There shall be no more than five smoking lounge businesses granted licenses and operating in Ypsilanti Township at any given time.

Sec. 16. - Hours of operation.

Businesses operating a licensed smoking lounge shall be closed between the hours of 1:00 a.m. and 8:00 a.m. on any day. No one shall be allowed on the premises except employees after midnight. Only a minimum of three employees shall remain on the premises after midnight and shall carry proof of employment, such as an identification badge.

The manager and/or employees shall provide proof of employment when requested to do so by a member of the police department. Only employees and/or contractors shall remain on the premises after closing and shall carry proof of employment.

Sec. 17. - Local agent on premises.

The licensee, or the local agent designated in the application, shall remain on the premises while open for business to supervise the activities and shall be responsible to ensure compliance with the regulations of this article. In the event a licensee changes the local agent, the licensee shall immediately notify the clerk in writing of the name and business address of the new local agent. All managers or local agents shall be over the age of 21 years old.

Sec. 18. - Mechanical ventilation required.

Mechanical ventilation shall be supplied in compliance with the Michigan Mechanical Code to ensure sufficient ventilation of the smoking lounge. The recirculation and the natural ventilation of air from the smoking lounge is prohibited; and the air supplied to the smoking lounge shall be exhausted and discharged to an approved location in compliance with the Michigan Mechanical Code.

Sec. 19. - Off-street parking required.

Off-street parking shall be provided for the smoking lounge business. The minimum amount of parking shall be calculated by utilizing the parking requirements listed for bars and lounges contained in the zoning ordinance.

Sec. 20. - Storage lockers prohibited.

Storage lockers shall be prohibited on the premises of a smoking lounge, except that on-site humidors may be permitted in the smoking area of a cigar bar.

Sec. 21. - Outdoor activities prohibited.

There shall not be any outdoor activities, outdoor public admission events, or outdoor seating. The business activities shall be conducted wholly indoors. In no event shall designated on-site parking areas be used for any other purpose than parking of passenger vehicles. To ensure that the smoke is contained within the smoking area, all windows and doors shall remain closed to ensure that the smoke does not infiltrate nonsmoking areas and is not emitted to passersby.

Sec. 22. - Loitering, exterior lighting and monitoring requirements.

It shall be the duty of the licensee or the designated local agent to:

- (1) Signs. Post conspicuous signs stating that no loitering is permitted on the premises; no minors are permitted on the premises; and patrons must leave the parking area immediately upon close of the business;
- (2) Monitor. Designate one or more employees to monitor, while the premises are open for business, the activities of persons on the premises by visually inspecting the interior and exterior of the premises at least once every 90 minutes or inspecting the premises by use of video cameras and monitoring;
- (3) Exterior. Ensure lighting of the exterior premises is provided, including all parking areas, for visual inspection and security. All exterior lighting shall comply with all provisions of the zoning ordinance;
- (4) Parking area. The licensee shall ensure that patrons are not parking in adjacent or neighboring parking lots or in residential areas that are not part of the parking area approved on the site plan for the licensed premises.

Sec. 23. - Disturbing the peace.

The licensee or local agent shall be responsible to maintain the premises to ensure there is not a violation of disturbing the peace.MCL 750.170. If the licensee or designated local agent is convicted of disturbing the peace, the conviction shall be grounds for revocation, denial or suspension of a license.

Sec. 24. - Prohibited activities.

It is unlawful for a licensee or local agent to knowingly violate the following regulations or to knowingly allow an employee, patron or any other person to violate the following regulations. The licensee or local agent shall remove anyone violating the following regulations:

- (1) Minors prohibited. No one shall be allowed on the premises of a smoking lounge business unless the individual is 18 years of age or older. The licensee and local agent shall ensure that identifications of individuals on the premises have been checked to determine that every individual is 18 years of age or older before entry into the premises. The exit doors shall be monitored to ensure that no one is attempting to gain secret entry into the premises. A sign shall be posted near the entrance stating "No one under the age of 18 allowed."
- (2) Alcoholic liquor. No person shall sell, offer for sale, trade, provide, allow, possess, consume or attempt to consume any alcoholic liquor on the premises unless the licensee has obtained the appropriate license from the Liquor Control Commission pursuant to MCL 436.1101 et seq., as amended.
- (3) Nudity prohibited. No one shall be allowed on the premises of a smoking lounge business to appear nude or in a state of nudity.
- (4) Controlled substances prohibited. It shall be unlawful to sell or permit to sell, offer for sale, trade, provide, allow, possession, consumption or attempt to consume any controlled substance on the premises in violation of Article 7 of the Public Health Code, MCL 333.1101 et seq.

Sec. 25. - Penalties and enforcement.

A person who violates or fails to comply with any of the provisions of this article shall be guilty of a misdemeanor, punishable by a maximum fine of \$500.00 and/or a maximum of 90 days imprisonment. Each day a violation is committed, or permitted to continue, it shall constitute a separate offense and shall be treated as a separate offense.

Rights and Remedies are Cumulative

The rights and remedies provided herein are cumulative and in addition to any other remedies provided by law.

Severability

That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Charter Township of Ypsilanti hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases by declared unconstitutional.

Publication

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

Effective date

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2016-456 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on February 16, 2016. The second reading is scheduled to be heard on March 15, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION 2016-09

(In Reference to Ordinance 2016-462)

Amending the Townships Zoning Code, Ordinance 74
Adopted May 18, 1994, Article II, Section 201 (Definitions)
and Article XI (General Business Districts) to Define Smoking
Lounges and Regulate Their Location

Whereas, smoking lounge businesses which allow patrons to smoke tobacco and non-tobacco products on the premises have been operating in the Township; and

Whereas, there have been an increasing number of incidents which required police response, including large numbers of smoking lounge patrons congregating during the evening hours in parking areas, impeding nearby businesses, disturbing the peace, leaving behind trash and broken alcohol bottles, fights, smoking fumes, alcohol consumption in parking areas, generating complaints from neighboring businesses and residents; and

Whereas, zoning ordinance 2016-462 (1): defines what the term “smoking lounge” means; (2) establishes the zoning district and minimum distances between “smoking lounges” ; and

Whereas, proposed ordinance 2016-462 is in the interest of public health, safety and welfare;

Now Therefore,

Be it resolved, that Ordinance No. 2016-462 is hereby adopted by reference.

ORDINANCE NO. 2016-462

An Ordinance amending the Township's Zoning Code, Ordinance 74 adopted May 18, 1994, Article II, Section 201 (Definitions) and Article XI (General Business Districts) to define smoking lounges and regulate their location.

The Charter Township of Ypsilanti hereby ordains that Ordinance No. 74 adopted May 18, 1994, known as the Township Zoning Ordinance shall be amended as follows:

1. **ADD** the following to Section 201 definitions:

Smoking lounge: Smoking lounge shall mean an establishment that allows smoking of tobacco products or non- tobacco products or substances on the premises. The term "smoking lounge" includes, but is not limited to facilities commonly described as cigar bars and lounges, hookah bars, cafes and lounges, tobacco bars and lounges, tobacco clubs or zero percent nicotine establishments.

2. **ADD** the following provision to Article XI B-3 General Businesses, Section 1102 Uses Permitted Subject to Special Conditions:

Smoking lounges subject to the following:

- a. No such business shall be located with 2,500 feet of a similar business.
- b. A valid smoking lounge business license issued by the Township Clerk for the premises.
- c. A minimum number of off-street parking calculated by utilizing the parking requirements for bars, lounges, taverns, and nightclubs.

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Severability

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

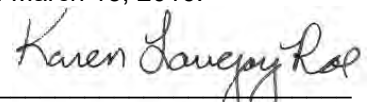
Publication

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

Effective date

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2016-462 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on February 16, 2016. The second reading is scheduled to be heard on March 15, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

DONATION AGREEMENT

DONATION OF REAL PROPERTY

BY

ROBERT SLOAN AND BARRY SLOAN

TO

THE CHARTER TOWNSHIP OF YPSILANTI

DONATION AGREEMENT

This Donation Agreement is between Robert A. Sloan, a/k/a Robert Sloan, and Barry Sloan, 3000 Town Center, #711, Southfield, Michigan 48075 and 11631 Otsego Street, Valley Village, California 91601, respectively, (“Donors”) and the Charter Township of Ypsilanti, a Michigan municipal corporation, 7200 S. Huron River Drive, Ypsilanti, Michigan 48197 (“Donee”), collectively, the “parties.”

1.0 RECITALS

1.1 The Donee is a municipal corporation of the State of Michigan.

1.2 The Donors own certain Real Property comprised of approximately 27.96 acres of vacant land, located in the Township of Ypsilanti, legally described in attached **Exhibit A**, together with all rights, privileges and appurtenances belonging thereto, (“Real Property”).

1.3 The Real Property is contiguous to and abuts other vacant land owned by the Donee municipality, which other vacant land is contiguous, abuts and is connected to the Donee’s civic center campus which includes the Donee’s civic center, offices and departments, court house and courts, and other municipal buildings and functions.

1.4 By Warranty Deed the Donors donated and contributed the Real Property to the Donee as a “charitable contribution” for public purposes within the meaning of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended, and the Donee has accepted such donation.

1.5 This Donation Agreement will serve to specify the terms and conditions of the donation and Donee’s acceptance of the donation.

2.0 AGREEMENT

2.1 Donation and Acceptance. Donors donated, conveyed and transferred to Donee, and Donee has received and accepted from the Donors, all of the Donors’ right, title and interest in and to the Real Property subject to the terms, conditions and provisions of this Agreement.

2.2 Donative Intent. The Real Property is donated by the Donors to Donee as a charitable gift for a public purpose. Donors shall have no further right, title or interest in the Real Property and this Donation Agreement shall not constitute an encumbrance upon the land.

2.3 Conveyance. The conveyance by the Donors of the Real Property to Donee was by Warranty Deed, dated December 29, 2015, delivered to and accepted by Donee on that date, a copy of which is attached as **Exhibit B**.

2.4 Title. Donor has provided to Donee a copy of the most recent title search completed with respect to the Real Property, which is dated October 9, 2015, and the original of a document that supplements that title search, being a Discharge of Assignment of Interest for

Security Purposes, which is dated December 16, 2015, copies of which are attached as **Exhibit C**.

2.5 Environmental. Donor has provided to Donee the most recent and only known Phase I Environmental Site Assessment report on the Real Property, which is dated November 24, 2015, a copy of which is attached as **Exhibit D**.

2.6 Easement. The donation includes an easement to the benefit of the Real Property by which the owner of the Real Property is authorized and permitted to drain on-site water to and into a 9 acre retention pond located on land owned by the Donee municipality that borders the Real Property.

2.7 Donor Warranties and Representations.

2.7.1 The Real Property is conveyed on an “AS IS” and “WHERE IS” basis in its present state and condition and the Donors disclaim all warranties and representations concerning the Real Property.

2.7.2 The Donors have all necessary power and authority to enter into this Donation Agreement to perform and carry out the terms and conditions required of them hereunder.

2.7.3 The Donors are not a “non-resident, alien, foreign corporation,” “foreign partnership,” “foreign limited liability Donor,” “foreign trust” or “foreign estate” within the meaning of the Internal Revenue Code and any related Treasury regulations.

2.8 Donee Warranties, Representations and Acknowledgments.

2.8.1 Donee warrants and represents that it is a municipal corporation under the laws of and a political subdivision of the State of Michigan and had and has the power and authority to receive and accept the donation and to enter into this Donation Agreement.

2.8.2 Donee acknowledges that it has not relied and does not rely upon any warranties, representations, or statements concerning the Real Property other than those that are included in this Donation Agreement.

2.8.3 Donee’s Board of Trustees has approved and accepted this donation and affirms and ratifies acceptance of the donation, effective December 29, 2015, and has authorized an appropriate representative of the Donee to execute this Donation Agreement and to execute any other instruments necessary and appropriate to complete and fully effectuate this transaction.

2.9 Donors’ Documentation and Delivery of Instruments. The following documents and instruments have been delivered by the Donor: The Warranty Deed, executed by the Donors, conveying to Donee all of the Donors’ right, title and interest in and to the Real Property; and, each and every document or item attached to this Donation Agreement. Such other

documents as may be reasonably necessary to effectuate the terms and conditions of this Donation Agreement shall be delivered.

2.10 Donee's Documentation and Delivery of Instruments. The following documents and instruments will be delivered by the Donee: One copy of a Donee Acknowledgement (Part IV) of Section B of IRS Form 8283, executed by Donee by an official authorized to do so. Such other documents as may be reasonably necessary to effectuate the terms and conditions of this Donation Agreement shall be delivered.

2.11 Charges. Donee will be responsible for the payment of the cost of recording the Warranty Deed, any Real Property transfer or conveyance fees, and any other costs and expenses required to effectuate the transfer affirmed and ratified by this Donation Agreement.

2.12 Charitable Use. Donors donate the Real Property for public purposes and the Donee accepts the Real Property for public purposes within the meaning of Internal Revenue Code Section 170(c)(1).

2.13 Commissions and Fees. Donors and Donee represent to each other that they have not dealt with any real estate agent or brokerage firm in connection with this Donation Agreement and are not aware of any real estate commissions that are or will become due to any agent or firm in connection with this transaction.

2.14 Relationship of the Parties. The parties agree that their relationship with respect to the donation herein is one of Donor and Donee only and no provision of this Donation Agreement shall be construed to create any other type of status or relationship between the parties with respect to such donation.

2.15 Entire Agreement. This Donation Agreement sets forth the complete understanding and agreement of the parties with respect to the Real Property and the transaction that is the subject of this Donation Agreement.

2.16 Exhibits. The Exhibits attached to this agreement are part of this Donation Agreement.

2.17 Applicable Law and Binding Effect. This Donation Agreement shall be construed and interpreted in accordance with the laws of the United States of America and the State of Michigan. This Donation Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

2.18 Counter Parts and Signatures. This Donation Agreement may be signed in multiple, identical parts with the same effect as if the signatures thereof and hereto were upon the same instrument. This Donation Agreement will be binding with and by electronic or facsimile signatures.

EXECUTED on the date indicated.

CHARTER TOWNSHIP OF YPSILANTI

By: Brenda L. Stumbo / Karen Lovgren Roe
Its: Supervisor / Clerk

DATE: February 17, 2016

By: _____
Robert A. Sloan
a/k/a Robert Sloan

DATE: _____, 2016

By: _____
Barry Sloan

DATE: _____, 2016

RESOLUTION NO. 2016-10

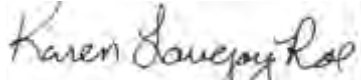
CREDIT CARD POLICY

WHEREAS, Public Act 266 of 1995 authorizes a township to be a party to a credit card arrangement if the township board has adopted by resolution a written policy governing the control and use of credit cards, and

WHEREAS, the Charter Township Board deems that it is in the best interest of the township to make certain township financial transactions by using a credit card as described in the Act, and in a copy of the Charter Township of Ypsilanti Credit Card Policy being attached hereto; (attachment)

NOW THEREFORE, be it resolved that the Charter Township of Ypsilanti Board of Trustees hereby authorizes the Credit Card Policy to govern the use of township credit cards for procurements.

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. 2016-10 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on February 16, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Charter Township of Ypsilanti

Procurement Card Program

Credit Card Policy

I. Purpose:

To authorize and control the use of credit card and procurement card transactions by elected officials and employees in compliance with Public Act 266 of 1995.

II. Definitions:

- A. "Credit card" and "procurement card" means a card or device issued under a credit card arrangement by a depository financial institution.
- B. "Credit card agreement" means an unsecured extension of credit for purchasing goods or services from the credit card issuer that is accessed with a credit card.
- C. "Credit card policy" means a policy adopted by resolution of The Charter Township of Ypsilanti.
- D. "Cardholder" means approved elected officials and employees who are issued a procurement credit card.

III. Issuance of Procurement Credit Cards:

- A. The Charter Township of Ypsilanti Board deems that it is in the best interest of the township to make certain township financial transactions by using a credit card as described in the Act.
- B. This issuance should be limited to those individuals that demonstrate that this issuance will assist their ability to perform their assigned responsibilities and used specifically for the purchase of goods or services for the official business of the township.
- C. The issuance of credit cards to elected officers, department heads and employees will be authorized by a panel to include the Supervisor, the Clerk, the Treasurer, the Deputy Treasurer and the Accounting Director. The Supervisor will appoint the Deputy Treasurer and the Accounting Director as the Program Administrators who will be responsible for accounting, monitoring, and retrieval and for overseeing compliance with this policy.
- D. Credit card limits will be set by a panel to include the Supervisor, the Clerk, the Treasurer, the Deputy Treasurer and the Accounting Director. Limits will be based upon departmental necessities, not to exceed the Acts stated limits.
- E. The Board will be provided a list annually of those employees who have been issued a credit card.
- F. All officers or employees issued a credit card will be required to sign an ***Acknowledgement of Responsibilities Agreement***. See Appendix A

IV. Procurement Credit Card Use:

- A. The credit card may be used for the purchase of goods or services related to the official business of the Charter Township of Ypsilanti. It is not to be used for any personal business.
- B. The officer or employee of the issued credit card is responsible for its protection and custody and shall immediately notify the township if the card is lost or stolen.
- C. The officer or employee issued a credit card shall return the credit card upon the termination of his or her employment or service in office.
- D. A purchase order is required for all credit card purchases, with the exception of an approved continuous monthly service billing.
- E. All purchasing procedures, rules, restrictions and other general policies can be found under the Township's Financial Policy. Strict adherence to the rules will be enforced by the Program Administrators.
- F. The officer or employee who uses a credit card shall, as soon as possible, submit a copy of the vendor's credit card slip to the Program Administrator in the accounting department. If no credit card slip was obtained that described the transaction, the employee shall submit a signed voucher that shows the name of the vendor or entity from which goods or services were purchased, the date and the amount of the transaction, the official business that required the transaction, and the chart of account number indicating the line item to which the transaction is to be charged. All credit card slips shall include this information as well. Vouchers shall also include a statement why a credit card slip was not obtained.

V. Monthly Statements:

- A. Officials and Employees who are issued cards will review the monthly statements and immediately report any discrepancies to the one of the Program Administrators. The Charter Township of Ypsilanti has 14 days from statement date to notify the Financial Institute of any disputed items.
- B. Cardholders must submit individual receipts detailing all of the materials or services purchased with the card.
- C. Once reviewed, the employee, and their supervisor will approve the bill and submit to the Program Administrator in Accounting Department.
- D. All credit card invoices must be approved before payment.
- E. The balance including interest due on the extension of credit under this arrangement shall be paid for within not more than 60 days of the initial statement date.

VI. Violations/Separation from service

- A. Any card user found in violation of this policy will be forced to surrender the card and will be subject to disciplinary actions, as deemed appropriate by the Township Board.
 - a. Verbal counseling
 - b. Written reprimand
 - c. Suspension
 - d. Termination
 - e. Reimbursement to the Township for unauthorized expenditures and/or civil or criminal penalties
- B. Should an employee notify the Charter Township of Ypsilanti of their intent to separate from service, they are required to surrender the card upon receipt of their notice to leave the townships employment.

VII. Program Administrators - Monitoring & Reporting

- A. The Deputy Treasurer and the Accounting Director will be the Program Administrators.
- B. The Program Administrator's shall maintain a list of all credit cards owned by the township in the Treasurer's Department along with the name of the officer and employee who have been issued the credit cards, the credit limit established, the date issued, and the date returned. Each Cardholder shall sign the *Acknowledgement of Responsibilities Agreement*.
- C. The Program Administrator's shall review each credit card statement as soon as possible to ensure that transactions comply with this policy. Any transactions that appear on the statements that are not documented with a credit card slip or a signed voucher shall be immediately investigated. Transactions that do not appear to comply with this policy shall be reported to the Township Board.
- D. The Township Board shall not approve a payment to the entity issuing the credit cards until all transactions have been verified, including the approval of all transaction invoices if issued.

Appendix A: Credit Card Policy

Acknowledgement of Responsibilities

Participating Employee Acknowledgment of Responsibilities

By participating in the Charter Township of Ypsilanti Procurement Credit Card Program as a Cardholder, you assume responsibilities pertaining to the operation of the Procurement Credit Card Program. Please see the Credit Card Policy Guidelines for a complete list of responsibilities, which include but are not limited to the following:

- The Charter Township of Ypsilanti Procurement Card is to be used for authorized Township business expenditures only. The Procurement Card may only be used within the policies and procedures outlined for the Procurement Card program.
- The Procurement Card will be issued in the name of the employee. By accepting the Card, the employee assumes responsibility for the card and will be accountable for all charges made with the Card. The Card is not transferable and may not be used by anyone other than the Cardholder.
- The Procurement Card must be maintained with the highest level of security. If the Card is lost or stolen, or if the Cardholder suspects the card or account number has been compromised, the Cardholder agrees to immediately notify the Comerica Bank and the Program Administrator. Oral notification is to be followed up by written confirmation.
- On a monthly basis, the Cardholder will receive a statement listing all activity associated with the Card and have 14 days from statement date to notify Comerica Bank of any disputed items. This activity will include purchases and credits made during the reporting period. While the Cardholder will not be responsible for making payments, the Cardholder will be responsible for the verification and reconciliation of all Account activity. This will be turned into the Program Administrator in the accounting department as stated in the Credit Card Policy.
- Cardholder's Account will be subject to periodic internal control reviews and audits. By accepting the Card, the Cardholder agrees to comply with these reviews and audits. The Cardholder will be asked to produce the Card to validate its existence and produce statements and receipts to verify appropriate use.
- No subsequent invoice should be received from the vendor related to any Procurement Card purchases.
- Misuse, including, but not limited to, personal use or unauthorized use and/or fraudulent use of the Card will result in disciplinary action, up to and including termination and/or civil or criminal penalties.

By signing below, I acknowledge that I have read and agree to the terms and conditions of the document. I certify that as a participating cardholder of the Charter Township of Ypsilanti's Procurement Card Program, I understand and assume the responsibilities listed above.

Employee Signature	_____	Title	_____
Name (Print)	_____	Date	_____
Authorized by:	_____	Title	_____
Name (Print)	_____	Date	_____

RESOLUTION NO. 2016-11

OWNERS DAM SAFETY PROGRAM (ODSP)

WHEREAS, the Charter Township of Ypsilanti, in Washtenaw County Michigan, currently holding a license with the Federal Energy Regulatory Commission (FERC) to operate the Ford Lake Hydroelectric Project (Project) #5334, and

WHEREAS, the FERC requires the Charter Township of Ypsilanti to develop, implement, fund and continue to support the ODSP, per the FERC guidelines, for the Project until such time that the Charter Township of Ypsilanti releases ownership or the Project is no longer under the jurisdiction of the FERC, and

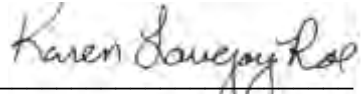
WHEREAS, the ODSP document clearly defines the responsibility for the Charter Township of Ypsilanti and its employees, and consultants, and

WHEREAS, the purpose of this Resolution is not new to the Charter Township of Ypsilanti, but rather a re-dedication to dam safety and the responsibilities that come with owning the Project, and

WHEREAS, by the action of this document, the Charter Township of Ypsilanti is showing commitment to FERC to operate a safe Project, prioritizing safety over any other goals, and

NOW THEREFORE, be it resolved that the Charter Township of Ypsilanti Board of Trustees acknowledges the Owners Dam Safety Program to maintain compliance with the FERC and define the role of Charter Township of Ypsilanti related to the Project.

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. 2016-11 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on February 16, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

February 3, 2016

Jeff Allen
Director of Residential Services Department
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

RE: Veterans Drive Update & Budget Amendment Request

Dear Mr. Allen:

The Veterans Memorial Drive has overall been a successful project despite somewhat progressing slowly, and some lingering items to address once the weather permits this spring. Anglin Civil, LLC. performed efficiently when on the job site. During the duration of the project, additional work was added to the contract as described below:

- Phase two of the private drive
- Removing and replacing the Veterans Memorial sidewalk from the memorial to Huron River Drive
 - Coordination between the Veterans and Township
 - Additional materials testing performed by G2 Consulting Group
- Replacing the culvert at the drive approach at Huron River Drive
- Reconstruction of two storm sewer structures between the former police department parking lot and the Civic Center parking lot
- Reconstruction of one sanitary sewer structure at the entrance of the Civic Center building (near the flag pole)
- Lowering the existing sanitary sewer lead to the Township Yard Building
- Coordination to resolve the lighting conduit conflicts

Despite the delays and additions to the project, the project is projected to be approximately \$90,000.00 under budget, after the restoration that is scheduled for the spring. The contractor has submitted for extension of time and we have reviewed this request. At the conclusion of the project, we will recommend any liquidated damages due to delays. Currently, accumulated liquidated damages is one (1) day. As these delays and additions were added, so was OHM Advisors' time spent on the site inspecting, weekly progress updates of the project to the Township, and efforts to get the contractor on-site to complete the work. Because of this, OHM Advisors is currently at its approved budget and still needs to follow up this spring and closeout the contract.

The contractor is expected to complete the project in the Spring of 2016. The outstanding items that remain are as follows:

- Restoration
- Minor grading to ensure positive drainage around a few catch basins near the memorial
- Preliminary walkthrough
- Punch list items
- Final walkthrough
- Final estimate and closeout of the project



In anticipation of completing the remaining work, we are requesting a budget amendment in the amount not to exceed \$9,000.00 to closeout the project. The work as described above is approximately 9-10 days of effort. As mentioned in Aaron Berkholz's e-mail dated December 15, 2015, Anglin Civil has until May 14, 2016 to complete the outstanding items of work before liquidated damages fees begin.

We truly appreciate the opportunity to work with the Township on this project and think the road and the fact that construction came in under budget is a huge positive for the Township.

If you have any questions or comments, please don't hesitate to contact me at (734) 522-6711 or at matt.parks@ohm-advisors.com.

Sincerely,
OHM Advisors

Matthew D. Parks, P.E.

cc: Brenda Stumbo, Charter Township of Ypsilanti
Karen Lovejoy-Roe, Charter Township of Ypsilanti
Lisa Garrett, Charter Township of Ypsilanti
Larry Doe, Charter Township of Ypsilanti
Joe Lawson, Charter Township of Ypsilanti
Jessica Howard, OHM Advisors
Aaron Berkholz, OHM Advisors

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

MARCH 1, 2016 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$ 119,828.92
HAND CHECKS -	<u>\$ 226,334.71</u>
GRAND TOTAL -	\$ 346,163.63

User: mharris

CHECK NUMBERS 171198 - 171230

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
02/12/2016	AP	171198	6821	AT & T	3,736.18
02/12/2016	AP	171199	0363	COMCAST CABLE	98.07
02/12/2016	AP	171200	0363	COMCAST CABLE	104.85
02/12/2016	AP	171201	0363	COMCAST CABLE	104.85
02/12/2016	AP	171202	0363	COMCAST CABLE	266.50
02/12/2016	AP	171203	0363	COMCAST CABLE	106.35
02/12/2016	AP	171204	0426	GUARDIAN ALARM	453.93
02/12/2016	AP	171205	1475	VERIZON WIRELESS	1,045.31
02/12/2016	AP	171206	1475	VERIZON WIRELESS	1,753.81
02/12/2016	AP	171207	15934	WASTE MANAGEMENT	708.13
02/12/2016	AP	171208	15934	WASTE MANAGEMENT	105,742.87
02/12/2016	AP	171209	15934	WASTE MANAGEMENT	217.94
02/12/2016	AP	171210	15934	WASTE MANAGEMENT	409.27
02/12/2016	AP	171211	15934	WASTE MANAGEMENT	1,881.37
02/12/2016	AP	171212	15934	WASTE MANAGEMENT	32,943.59
02/12/2016	AP	171213	15934	WASTE MANAGEMENT	2,273.61
02/12/2016	AP	171214	15934	WASTE MANAGEMENT	28,374.45
02/12/2016	AP	171215	15934	WASTE MANAGEMENT	745.00
02/12/2016	AP	171216	15421	WEX BANK	747.05
02/12/2016	AP	171217	0480	YPSILANTI COMMUNITY	3,070.78
02/12/2016	AP	171218	EGC	EAGLE GOLF CONSTRUCTION, INC.	1,314.40
02/16/2016	AP	171219	0363	COMCAST CABLE	164.85
02/16/2016	AP	171220	0363	COMCAST CABLE	164.85
02/16/2016	AP	171221	0363	COMCAST CABLE	164.85
02/16/2016	AP	171222	0118	DTE ENERGY	27,270.18
02/16/2016	AP	171223	DWALLAKER	DOLORES WALLAKER	100.00
02/16/2016	AP	171224	16302	W.J. O'NEIL COMPANY	1,567.14
02/16/2016	AP	171225	15034	FONDRIEST ENVIRONMENTAL, INC	404.94
02/18/2016	AP	171227	0363	COMCAST CABLE	4,461.00
02/18/2016	AP	171228	4711	ISRAEL INVESTIGATIONS	2,250.00
02/18/2016	AP	171229	15423	MESSENGER PRINTING	1,239.15
02/18/2016	AP	171230	VSP	VISION SERVICE PLAN	2,449.44

AP TOTALS:

Total of 32 Checks:	226,334.71
Less 0 Void Checks:	0.00
Total of 32 Disbursements:	226,334.71

User: mharris

CHECK NUMBERS 171231 - 171301

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
03/01/2016	AP	171231	2937	A & R TOTAL CONSTRUCTION, INC.	441.12
03/01/2016	AP	171232	0468	ACUSHNET COMPANY	693.39
03/01/2016	AP	171233	15493	ADAM KURTINAITIS	770.00
03/01/2016	AP	171234	0560	ALLGRAPHICS CORPORATION	150.00
03/01/2016	AP	171235	15184	AMERIGAS - YPSILANTI	520.16
03/01/2016	AP	171236	A MCCOLLUM	ANDREW MCCOLLUM	30.00
03/01/2016	AP	171237	A. MEHTA	ANJALI MEHTA	12,000.00
03/01/2016	AP	171238	0215	AUTO VALUE YPSILANTI	158.14
03/01/2016	AP	171239	0071	BRENDA STUMBO	75.00
03/01/2016	AP	171240	0898	BS & A SOFTWARE	6,357.00
03/01/2016	AP	171241	6959	BUTZEL LONG	4,536.00
03/01/2016	AP	171242	1094	C & G GRINDING	540.00
03/01/2016	AP	171243	2276	CINCINNATI TIME SYSTEMS	643.15
03/01/2016	AP	171244	CINTAS	CINTAS CORPORATION	184.53
03/01/2016	AP	171245	0582	CONGDON'S	177.29
03/01/2016	AP	171246	D.GRAHAM	DEBRA GRAHAM WILLIAMS	100.00
03/01/2016	AP	171247	D. WHEELER	DENA WHEELER	100.00
03/01/2016	AP	171248	15987	EDGAR RAINERY	57.00
03/01/2016	AP	171249	15761	FASTENAL	412.30
03/01/2016	AP	171250	15897	GARY STAFFORD	48.00
03/01/2016	AP	171251	0073	GENE BUTMAN FORD	51.94
03/01/2016	AP	171252	1233	GORDON FOOD SERVICE INC.	174.14
03/01/2016	AP	171253	6161	GOVERNMENTAL CONSULTANT	2,850.00
03/01/2016	AP	171254	0107	GRAINGER	803.27
03/01/2016	AP	171255	G.CRUMP	GREGORY CRUMP	30.00
03/01/2016	AP	171256	6414	GRIFFIN PEST SOLUTIONS	62.00
03/01/2016	AP	171257	0503	HOME DEPOT	301.87
03/01/2016	AP	171258	15788	HYDROCHEM	11,915.00
03/01/2016	AP	171259	5420	INTAB	134.25
03/01/2016	AP	171260	J. BLAIR	JUSTIN BLAIR	420.63
03/01/2016	AP	171261	K. MONTRES	KEITH MONTRESOR	1,575.00
03/01/2016	AP	171262	6467	LOWE'S	604.26
03/01/2016	AP	171263	6507	LOWER HURON SUPPLY	253.89
03/01/2016	AP	171264	0158	MARK HAMILTON	1,500.00
03/01/2016	AP	171265	0253	MCLAIN AND WINTERS	9,775.00
03/01/2016	AP	171266	16445	MCMASTER-CARR	62.84
03/01/2016	AP	171267	16461	MICHIGAN LINEN SERVICE, INC.	1,174.27
03/01/2016	AP	171268	2559	MIDWEST GAS INSTRUMENT SERVICE	686.25
03/01/2016	AP	171269	2986	NAPA AUTO PARTS*	235.48
03/01/2016	AP	171270	NETWFLEET	NETWORKFLEET, INC	530.60
03/01/2016	AP	171271	2997	OFFICE EXPRESS	312.90
03/01/2016	AP	171272	P. POWER	PETER POWER	455.00
03/01/2016	AP	171273	0327	PINTER'S FLOWERLAND, INC.	93.60
03/01/2016	AP	171274	6506	PM TECHNOLOGIES, LLC	315.00
03/01/2016	AP	171275	15887	POLO FIELDS EAST LLC	1,100.00
03/01/2016	AP	171276	0722	PRINTING SYSTEMS	173.90
03/01/2016	AP	171277	6045	Q.P.S PRINTING	60.00
03/01/2016	AP	171278	6308	RKA PETROLEUM	1,378.51
03/01/2016	AP	171279	6421	ROBERT ENGEL	1,363.70
03/01/2016	AP	171280	0176	SEMCOG	6,786.00
03/01/2016	AP	171281	0383	SHERWIN WILLIAMS COMPANY	44.24
03/01/2016	AP	171282	SHOW PROMO	SHOW PROMOTIONS, LLC	970.00
03/01/2016	AP	171283	SIRENNET	SIRENNET.COM	216.15
03/01/2016	AP	171284	0387	SOCIETY FOR HUMAN RESOURCES	190.00
03/01/2016	AP	171285	2990	SOUTHEASTERN EQUIPMENT CO.	252.20
03/01/2016	AP	171286	15751	SOUTHERN COMPUTER WAREHOUSE	58.09
03/01/2016	AP	171287	1507	SPARTAN DISTRIBUTORS	4,680.67
03/01/2016	AP	171288	SPOK, INC	SPOK, INC.	0.15
03/01/2016	AP	171289	6384	STAPLES* - ACCOUNT #1026071	54.99
03/01/2016	AP	171290	STEVE'S	STEVE'S CUSTOM SIGNS	92.80
03/01/2016	AP	171291	15941	TODD BARBER	3,425.00
03/01/2016	AP	171292	6647	VERMEER OF MICHIGAN, INC.	1,117.42
03/01/2016	AP	171293	6627	VICTORY LANE	189.83
03/01/2016	AP	171294	6178	WARREN WISNER	560.00
03/01/2016	AP	171295	16425	WASHTENAW COUNTY LEGAL NEWS	95.00
03/01/2016	AP	171296	0444	WASHTENAW COUNTY TREASURER#	32,340.00
03/01/2016	AP	171297	0388	WESTLAND FIRE EXTINGUISHER INC	23.00
03/01/2016	AP	171298	4263	WOLVERINE FREIGHTLINER	53.48
03/01/2016	AP	171299	0480	YPSILANTI COMMUNITY	1,967.83
03/01/2016	AP	171300	6417	YPSILANTI TOWNSHIP PETTY CASH	181.49
03/01/2016	AP	171301	0729	ZEP MANUFACTURING COMPANY	144.20

AP TOTALS:

Total of 71 Checks:	119,828.92
Less 0 Void Checks:	0.00
Total of 71 Disbursements:	119,828.92

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #4**

March 1, 2016

230 - RECREATION FUND

Total Increase \$21,360.00

Increase budget for duct cleaning work to be done at the Community Center by Amistee Air Duct Cleaning, who also turned in the lowest bid for the Civic Center duct cleaning. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	230-000-000-699.000	\$21,360.00
		Net Revenues	<u><u>\$21,360.00</u></u>
Expenditures:	Non Recurring R & M Comm Ctr	230-751-000-931.021	\$21,360.00
		Net Expenditures	<u><u>\$21,360.00</u></u>

595-MOTORPOOL FUND

Total Increase \$20,924.00

Increase budget to purchase 2016 Ford Escape from Gorno Ford through MiDeal at \$20,735 plus all weather mats \$89 and Township logo's \$100. Vehicle to be shared by the Information Systems department and the Chief Building Official. The departments will be paying lease payments back to the Motor Pool for use of the vehicle. Purchase approved by Board at 2/16/16 meeting. This is funded by an Appropriation of Prior Year Fund Balance

Revenues:	Prior Year Appropriation	595-000-000-699.000	\$20,924.00
		Net Revenues	<u><u>\$20,924.00</u></u>
Expenditures:	Capital Outlay/Vehicles	595-595-000-985.000	\$20,924.00
		Net Expenditures	<u><u>\$20,924.00</u></u>

Motion to Amend the 2016 Budget (#4):

Move to increase the Recreation Fund budget by \$21,360 to \$948,466 and approve the department line item changes as outlined.

Move to increase the Motor Pool Fund budget by \$20,924 to \$226,737 and approve the department line item changes as outlined.



170 Aprill Dr Ste A
Ann Arbor MI 48103
(734) 677-1558
fax (734) 677-1572
www.h4h.org

February 16, 2016

Brenda Stumbo
Ypsilanti Township Supervisor
7200 S Huron River Drive
Ypsilanti, MI 48197

Dear Brenda,

The enclosed proposal summarizes the work that Habitat for Humanity of Huron Valley and our partners have accomplished in Gault Village and West Willow and our interest in providing a similar neighborhood program in the Sugarbrook neighborhood in Ypsilanti Township.

We are requesting \$50,000.00 from Ypsilanti Township to assist with the staffing, planning, and implementation costs for a Habitat Sugarbrook Neighborhood Community Development Program. Habitat will work with our existing public and private partners to leverage significant additional funding to implement projects identified through the planning process.

Thank you so much for your consideration of this request.

Sincerely,

A handwritten signature in cursive script that reads "Sarah Stanton".

Sarah Stanton
Executive Director

Habitat for Humanity of Huron Valley Background & Neighborhood Revitalization Work

Habitat for Humanity of Huron Valley (“Habitat”) is dedicated to enriching our whole community through a legacy of affordable homeownership for hard-working families in Washtenaw County. Since our inception in 1989, we have built and renovated over 175 homes in Washtenaw County which have been sold with no-profit mortgages to low-income families.

Habitat’s work encompasses a broader view than just building or renovating one home at a time for one family at a time. We are committed to revitalizing neighborhoods and serving more families by responding to community aspirations with an expanded array of products, services, and partnerships, with the mission of empowering residents to revive their neighborhoods and enhance their quality of life.

In the Gault Village and West Willow neighborhoods, through our Community Development work, Habitat has engaged the homeowners and renters in the community through planning meetings and surveys to identify community aspirations and has helped bring residents together and connect them to other resources to make change happen.

Gault Village residents have formed a Yard & Garden Club and a Welcoming Committee, have held several Neighborhood Walk-Abouts to get to know their neighbors better, have participated in a Raised-Bed gardening program through Growing Hope, have partnered with Erickson Elementary School students and teachers for a Neighborhood Clean-Up Day, and are working on a variety of other initiatives that are important to the neighborhood.

West Willow residents have formed several action teams including Drug Activity, Neighbor Relations, Youth, and Litter/Trash/Debris to tackle areas of concern. They have built Little Free Libraries, replaced fence sections along the bike and walking path, upgraded the computers at the community center, built a pavilion, increased community participation and communication through the Nextdoor.com site, held neighborhood clean-ups, started regularly-scheduled family movie nights, started a walking club and book club, and their neighborhood association board is undergoing a professional development program.

The benefit of this holistic approach is not only improvement in the physical structures in the community, but also renewed hope in the families in Gault Village and West Willow. The entire community benefits by the increase in property values in the neighborhood and by coming together through the Community Development process to build friendships and collectively work together to improve their neighborhood. Habitat is looking to expand our successful model of neighborhood revitalization work to the Sugarbrook Neighborhood.

Habitat Sugarbrook Neighborhood Community Development Program

Habitat for Humanity of Huron Valley is requesting \$50,000 in funding from Ypsilanti Township to assist with the staffing, planning, and implementation of a successful Community Development Program in the Sugarbrook Neighborhood. This program will provide the services outlined below in order to determine neighborhood assets and areas for improvement, strengthen relationships between residents, increase participation in community activities by local partner agencies, improve and beautify existing housing stock and neighborhood features, and improve the quality of life for residents in the neighborhood.

Habitat will use the same successful community development model that it used in Gault Village and West Willow and will use Habitat will use existing staff members in this process. Habitat proposes to begin work as soon as July 1, 2016

Community Development / Resident Engagement

Habitat will organize and facilitate community visioning meetings, focus groups, and door-to-door surveys to engage all segments of the Sugarbrook population and its stakeholders in discussions about what the strengths, assets and aspirations are for their community. Habitat will work closely with community leaders, Neighborhood Associations in Sugarbrook, Ypsilanti Township, the Washtenaw County Sheriff's Office, and other partner agencies working in the area to establish a Steering Committee to concentrate on this process. Habitat will use the Success Measures database, provided by Neighborworks America, to tally survey data which will be used by neighborhood residents to prioritize areas for action and improvement.

Once neighborhood improvement actions are determined by residents, Habitat will work with the community to create a Neighborhood Action Plan with measurable goals and timelines which address the areas in which action is needed. Habitat will assist neighborhood residents in connecting with local agencies that can help address these areas and will work with residents to access additional funding to implement activities.

Identification of Appropriate Habitat Housing Products and Location

Based on the information heard from the community residents and stakeholders, Habitat will respond with appropriate products including renovations for its Homeownership Program and repair products for its Home Improvement Program. Habitat will work closely with Ypsilanti Township to identify properties to purchase for renovation for its Homeownership Program and will perform a housing stock assessment and gather information from current residents to determine types of repairs that are most needed in Sugarbrook. Habitat will raise funds for these activities through a variety of public and private sources and is not seeking funding in this proposal for these projects.

Homeownership Program: Habitat's Homeownership Program will provide opportunities for individuals and families within the 30% - 60% AMI income range to purchase homes that have been renovated by Habitat. Habitat will renovate the homes using a combination of volunteer labor and paid contractors. Habitat homebuyers will be required to contribute 250 hours of sweat equity per adult, and homes will be sold to qualified homebuyers using a no-profit mortgage held by Habitat. During the first two program years, Habitat will seek to complete 3 Homeownership projects in Sugarbrook.

Home Improvement Program: Habitat's Home Improvement Program provides repairs and upgrades to homes owned by families earning up to 80% of the Area Median Income. Participants must be current with their mortgage, property tax, and homeowners insurance payments, and they will be required to repay a portion of the cost of the repairs in \$50/month payments through a 0% interest loan. Homeowners participating in this program are also required to contribute 16 hours of sweat equity. During the first two program years, Habitat will seek to complete 20 Critical Repair and Weatherization projects in Sugarbrook.

Budget**Habitat Sugarbrook Neighborhood Community Development Program**

Habitat Staffing*		\$40,000
Community Development Activities		
Printing and Mailing Costs (Meeting invites, surveys)	\$4,000	
Meeting Facilitation & Location Costs	\$1,500	
Food & Beverages	\$1,000	
Survey Incentives	\$2,500	
Success Measures Database	\$ 525	
Office Supplies	\$ 475	
		<u>\$10,000</u>
Total		\$50,000

*Habitat's Staffing will consist of a portion of salaries for two Habitat senior staff (Sarah Teare & Rob Nissly) and ½ portion of a community development staff person, likely Shataura Clayborne.

Additional Habitat Activities

Habitat intends to complete this Community Development work in combination with the Homeownership and Home Improvement Projects as mentioned in the narrative. Ypsilanti Township's \$50,000 investment in the Community Development work will be leveraged by the funding Habitat raises for these projects. During the first two years of the program, Habitat plans to complete five Homeownership projects at a cost of \$100,000 each along with 20 Home Improvement projects, at a cost of \$10,000 each. This will result in an additional \$700,000 of investment brought to Sugarbrook.

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



Accounting

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

MEMORANDUM

TO: Karen Lovejoy Roe, Clerk

FROM: Javonna Neel, Accounting Director

DATE: February 18, 2016

SUBJECT: Request to Add: *Public Financial Management, Inc. (PFM)*
to Ypsilanti Township Approved Vendor List and
Approve 2016 Agreement

Request to add *Public Financial Management, Inc. (PFM)* formerly known as Stauder Barch & Associates, Inc. to our approved vendor list and to approve the new agreement for 2016 in the amount of \$1,000. They have provided their professional annual dissemination agent services for our bonds since 2003.

If you have any questions, please let me know.

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a horizontal line.

February 16, 2016

Javonna Neel, Accounting Director
Ypsilanti Charter Township
7200 S Huron River Dr
Ypsilanti, MI 48197-7007 Email Address: jneel@ytown.org

RE: Annual Dissemination Agent Services

Hi Javonna,

As you know, when the township issues municipal bonds publicly for bond amounts \$1 million or greater, it generally must enter into a Continuing Disclosure Agreement ("Agreement") as required under SEC Rule 15c2-12. Under the Agreement, the township is responsible for updating certain data, primarily annual financial information and operating data, on an annual basis and providing that information as well as the annual audited financial statements to the public via the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA") System website at www.emma.msrb.org. Additionally, the Agreement requires the township to provide EMMA with Material Event Notices ("MENs") for certain types of information, such as credit rating changes, within 10 days of the event becoming known by the township. For further detail regarding the information requiring a MEN and the annual information required to be provided for your township, we refer you to the Agreements for each respective outstanding bond issue which form is included in an appendix of the Official Statement.

Over the past two years, additional scrutiny has surrounded the filing of information required by these Agreements including the township's compliance with the requirements. Prior to issuance of new bonds, market participants, including bond counsel, underwriters and municipal financial advisors, are now reviewing the information provided to EMMA to confirm the township's compliance with the agreements. Instances of non-compliance are corrected on EMMA and noted within the Official Statements for new financings.

We have implemented an enhanced level of services to assist our clients in maintaining compliance with the rules. This includes:

- 1) Increased time commitment reviewing all the necessary documentation and information to ensure comprehensive annual filings
- 2) Increased time commitment required in order to properly upload required filings to the MSRB's EMMA system
- 3) Greater level of service and cost with regard to monitoring and reporting credit rating changes
- 4) Increased internal management and oversight due to increased scrutiny from investors and regulators

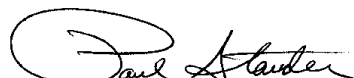
As a result of the additional time now required to ensure our clients' Agreements are being complied with, PFM is increasing its annual fee for Dissemination Agent services to \$1,000.00. We have enclosed a new agreement outlining our obligation under the agreement and the updated fee. We ask that you sign and return a copy of the agreement to us for our files.

PFM greatly values the relationship we have with our clients and prides itself on providing excellent customer service, including attention to detail. We commit to continue providing the attention to detail you have come to expect from us. Please don't hesitate to contact us if you have any questions regarding the township's filing requirements under its Agreements.

Kind Regards,



Kari L. Blanchett
Managing Director



Paul R. Stauder
Managing Director

February 16, 2016

AGREEMENT FOR FILING ASSISTANCE SERVICES

This agreement provides information regarding the services of Public Financial Management ("PFM") for filing assistance with respect to the Securities and Exchange Commission Rule 15c2-12 relating to continuing disclosure of financial information, operating data and material events as they pertain to bonds for Ypsilanti Charter Township, Michigan (the "Client") has issued.

The Securities and Exchange Commission ("SEC") modified Rule 15c2-12 such that as of July 2009, all filings are required to be made electronically through the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA") system.

The Client has entered into continuing disclosure undertakings in connection with the issuance of past bond issues in which the Client covenanted to file annual disclosure reports within one hundred eighty (180) days after the close of its fiscal year (December 31) and to provide notice of material events if any should occur. The annual disclosure report shall include information identified in the applicable continuing disclosure agreement, and/or the official statements for the bonds (the "Annual Disclosure Report").

In the case of any Material Events, it is the responsibility of the Client to inform PFM of the occurrence of the event as soon as it becomes known and to provide the content of the Notice to be filed on EMMA.

PFM will rely on the information provided by the Client in the preparation of the Annual Disclosure Report and will rely on the Client to review the Annual Disclosure Report and we assume no responsibility for the timely availability or completeness and accuracy of such information. Our sole duty is to assist the Client with preparing the Annual Disclosure Report, and submitting the Annual Disclosure Report to the MSRB EMMA site as required. We assume no responsibility for the determination whether any Notices other than the Annual Disclosure Report are required to be filed. All such further Notices, if any, which may be supplied to us by the Client are warranted by the Client to be complete and accurate. Subject to the Client's written assurance of the completeness and accuracy of any such Notice given to us for filing by the Client, we will file any other required notices (Material Events) as required to the MSRB via the EMMA system.

If you would like for PFM to provide filing assistance for ongoing Annual Disclosure Reporting as outlined in this agreement, please review the following and return an executed copy of this letter to our offices.

Our services and related fees are as follows:

<u>Dissemination Agent Annual Filing Fee:</u>	\$1,000
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PFM reserves the right to request reimbursement for any out-of-pocket costs that we may incur in filing an Annual Disclosure Report or Material Event Notices.

In exchange for the annual fee, PFM shall perform the following services:

1. Notice to the Client that Annual Disclosure Report will be coming due;
2. List of information required in the Annual Disclosure Report which will need to be supplied by the Client;
3. Documentation or citation of information that will come from parties outside of the Client (e.g. local units, counties, Municipal Advisory Council of Michigan, the State of Michigan, etc.);
4. Compilation or Draft of Annual Disclosure Report, based on information provided by the Client and other entities;
5. Timely submission of Annual Disclosure Report;
6. Copies and confirmation delivered to the Client indicating Annual Report and audited financial statements have been filed; and
7. Timely filing of Material Events Notices provided by the Client.

Registered Municipal Advisor

Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") makes it unlawful for municipal advisors to provide advice regarding municipal financial products or the issuance of municipal securities without being registered with the Municipal Securities Rulemaking Board ("MSRB"). PFM has registered as a municipal advisor in accordance with the Dodd-Frank Act. Provided below is website for a listing of municipal advisors currently registered with the MSRB.

<http://www.msrb.org/msrb1/pqweb/MARegistrants.asp>

Pending Litigation

There is no pending investigation of PFM, nor are there any enforcement or disciplinary actions taken within the past three years by the SEC or other regulatory bodies against PFM.

Conflict of Interest

PFM has no professional or personal financial interest which could be a possible conflict of interest in representing the Client.

Affiliation

PFM has no affiliation with any broker-dealer, financial institution, bond counsel or other firms that are involved in the issuance of debt.

Liability Insurance

PFM's professional liability insurance coverage is \$15 million.

Contract Term

This contract covers all outstanding and future bond issues of the Client that are subject to continuing disclosure requirements and will be in effect for the life of those bond issues.

Termination of Contract

This contract may be terminated by either party with 30 days' notice.



Public Financial Management, Inc.

305 E. Eisenhower Parkway
Suite 112
Ann Arbor, MI 48108

734-994-9700
734-994-9710 fax
www.pfm.com

If this engagement letter is satisfactory, please have an authorized official acknowledge below and return one copy to the undersigned.

ACCEPTED THIS _____ DAY OF _____, 2016:


CLIENT NAME

PUBLIC FINANCIAL MANAGEMENT, INC

By: _____

Name: _____

Title: _____

By:  _____

Name: Paul R. Stauder

Title: Managing Director

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



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: Jeff Allen, Director-Residential Services

Date: February 22, 2016

RE: Approval of the signing of proposal with Gooseworks, LLC, AND the process of increased goose management efforts at the Civic Center in the amount of \$2,500 & budgeted in 101.265.000.818.001.

I have attached a proposal from Gooseworks, LLC in which they are proposing more drastic measures to rid the nuisance goose population we have experienced over the years.

I have learned that the MDNR has revised its regulations on goose management to not only include herding and relocating geese, but to also remove their nests and eggs. Last year, we utilized the dog service this company provides to discourage the geese with some success. This year, the key will be to get them as they begin to nest, which will discourage them from being here.

We have experienced power outages due to these geese as well as unsightly poo all over causing clean up issues. I have had several discussions with our Vets group trying to keep the memorial clean

and they are very concerned about the amount of clean-up required on their site as well.

Part of this program also includes that we must apply and receive a DNR permit for egg removal, and attend a half-day session of training for such.

I have asked Kirk Mehlhaff, of Gooseworks, to attend the Board meeting to answer questions you may have.



Proposal

Date	2/22/2016
------	-----------

Name / Address
Ypsilanti Township Jeff Allen 7200 S. Huron River Drive Ypsilanti, MI 48197

Item	Description
Goose Control Services	<p>Property: Ypsilanti Township Municipal Complex - 2016 Service Contract</p> <p>Gooseworks, LCC will provide goose control services to the above property by employing hazing techniques utilizing highly trained border collies and their handlers, along with other visual stimuli. This proposal includes the DNR programs of Egg and Nest Removal in April, and Goose Round-up in June, if available by the DNR. Client will obtain DNR permits for Egg Removal and Goose Round-up prior to the work being performed.</p> <p>3 month program: March 1, 2016 - May 30, 2016 Up to 40 visits per month of dog/handler team. Includes Egg/Nest Removal and Goose Round-up.</p> <p>\$2500 per season \$200 MDNR permit fee for Round-up to be paid by customer.</p> <p>Insurance:</p> <p>Gooseworks, LLC is insured under a \$1 million dollar liability policy.</p> <p>Conditions:</p> <p>Gooseworks, LLC reserves the right to suspend hazing of geese on all major holidays. Gooseworks, LLC will suspend hazing services after goose round-up from July 1st thru July 15th. Gooseworks, LLC will suspend hazing services in extreme weather events as defined by the National Weather Service. Gooseworks, LLC requires payment in monthly installments.</p>

Signature _____

Phone #	Fax #	E-mail	Web Site
810-599-5315	866-717-5607	gooseworks1@gmail.com	thegooseman.com

Zimbra**lgarrett@ytown.org**

Fwd: Agenda Item About Geese

From : Karen Lovejoy Roe Tue, Mar 01, 2016 11:27 AM
<klovejoyroe@ytown.org>

Subject : Fwd: Agenda Item About
Geese

To : Lisa Garrett
<lgarrett@ytown.org>

please place in the packet

----- Forwarded Message -----

From: "gm allin" <gm.allin@outlook.com>
To: "Karen Lovejoy Roe" <klovejoyroe@ytown.org>
Sent: Tuesday, March 1, 2016 10:01:07 AM
Subject: Agenda Item About Geese

You have a new submission.

Subject: Agenda Item About Geese

Message: Hi,

I am Gene Morley (The Washtenaw County Viet Nam Memorial and Grounds Lead from Viet Vam Veterans of America Chapter 310). I recently learned about the Township's Board Meeting (on Tuesday, March 1) Agenda Item concerning the desire/concern about geese control at the Adm Building grounds. I was intending to attend this meeting and address the on going problems the VVA has had with geese/geese feces, I unfortunately injured my back/hip yesterday and will not be able to attend. I have a packets of

information I found in researching legal means to get the geese to move/stay off a site. I would like to forward those to you via email. Some VVA Members may be able to make to night Board Meeting. I would still like to discuss with Board Members/concerned Township staff what we have attempted to do over the last 10 years. Please advise when another session/Board Meeting might be available to do this. I hope to be recovered enough in a week or so.

Thanks,

Gene Morley (VVA Chapter 310 Memorial Lead)

Name: Gene Morley

Phone Number: 734-944-6828

Email: gm.allin@outlook.com

IP Address: 108.162.219.16

--

Karen Lovejoy Roe

Clerk

Charter Township of Ypsilanti

7200 S. Huron River Dr.

Ypsilanti, MI 48197

734.484.4700

klovejoyroe@ytown.org

For Ypsilanti Township News go to www.ytown.org

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe
From: Mike Radzik, OCS Director
Copy: Board of Trustees
Re: **Request to renew Vegetation & Clean Up Abatement contract with Looking Good Lawns, LLC for calendar years 2016 and 2017**
Date: February 22, 2016

Attached please find a proposed contract renewal with Looking Good Lawns, LLC for the 2016 and 2017 mowing seasons. This is a renewal of the 2015 contract inclusive of all terms with a price adjustment. The price adjustment is necessary as a result of additional vegetation trimming work required pursuant to ordinance changes made late last year. Price increases range from \$2 to \$12 per work order depending on the size of the property and were mutually agreed upon as being reasonable.

Our experience working with this contractor over the past two years has been very positive, both for Ordinance, Residential Services and Compost Center staff. Looking Good was selected in 2014 in a competitive bid process and is a locally owned Ypsilanti Township business. I recently contacted the owner, Dave Dillion, who expressed a desire to extend the contract through 2017 with the indicated price changes locked in for the duration of the contract. The desire to renew this contract under those conditions is mutual and will serve the best interest of the community.

Thank you for your consideration. Please contact me with questions or concerns.

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

This Agreement is entered into effective the _____ day of _____, 2016, by and between the **Charter Township of Ypsilanti (Township)**, a Michigan municipal corporation, whose address is 7200 S. Huron River Dr., Ypsilanti, MI 48197, and **Looking Good Lawns, LLC (Contractor)**, a Michigan corporation, whose business facility is located at 1200 Ecorse Rd, Ypsilanti, MI 48197.

1. SCOPE OF WORK

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

2. HOLD HARMLESS

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

3. TERM OF AGREEMENT

The contract duration is for calendar years **2016** and **2017** with no price adjustments for the term of the agreement. The Township may at its sole discretion, but is not obligated to, negotiate a renewal and may choose to seek new bid pricing.

4. COMPENSATION OF THE CONTRACTOR

The Contractor shall be paid on the basis of reasonable time spent and materials used for the 2016 and 2017 mowing seasons, at the rates and prices specified in Exhibit A attached here and incorporated by reference. Payment will be made to the Contractor in a timely manner after Township's receipt of Contractor invoice.

5. INSURANCE-INDEMNIFICATION

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

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

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

6. WARRANTIES OF THE CONTRACTOR

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

7. OBLIGATIONS OF THE TOWNSHIP

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

8. ASSIGNMENT

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

9. NOTICE

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

10. CHOICE OF LAW

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

11. CONFLICT OF INTEREST

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

12. SEVERABILITY PROVISIONS

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

13. EXTENT OF AGREEMENT

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

14. TERMINATION OF THE AGREEMENT

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

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

LOOKING GOOD LAWNS, LLC

By: _____
David Dillion

Date: _____

**CHARTER TOWNSHIP
OF YPSILANTI**

By: _____
Brenda L. Stumbo, Supervisor

Date: _____

By: _____
Karen Lovejoy Roe, Clerk

Date: _____

**CHARTER TOWNSHIP OF YPSILANTI
2016-17 VEGETATION & CLEAN-UP ABATEMENT PROGRAM**

GENERAL CONDITIONS

SPECIFICATIONS

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

contractor arriving at the property after work has been authorized.

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

GENERAL REQUIREMENTS FOR MATERIALS AND WORKMANSHIP

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

PERMITS

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

PROTECTION OF WORK AND PROPERTY

The Contractor shall maintain adequate protection of all his work from damage and shall protect all public property and private abutting property from injury or loss arising from its fulfillment of this contract. He/she shall, without delay, make good any such damages, injury or loss, and shall defend and save the Charter Township of Ypsilanti from all such damages or injuries occurring because of his/her work. He/she shall furnish and maintain any passageways, barricades, guard fences, lights and danger signals, watchmen and other facilities for protection

required by the public authority or by local conditions, all at no additional cost to the Owner. In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor without special instruction or authorization from the Owner, shall take such action as may be necessary to prevent such threatened damage, injury or loss.

MAINTENANCE OF SERVICE

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

STORAGE OF MATERIALS

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

MINIMUM WAGE

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

INSURANCE

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

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

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

accident.

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

(End of General Conditions)

**CHARTER TOWNSHIP OF YPSILANTI
2016-17 VEGETATION & CLEAN UP ABATEMENT PROGRAM**

EXHIBIT A

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

Contact Person: David Dillion

Vegetation Abatement Fee Schedule	
Improved lots <6000 sqft	\$45.00
Premium surcharge over 10-inches	\$55.00
Improved lots >6000 sqft	\$50.00
Premium surcharge over 10-inches	\$57.00
Improved Lots >12,000 sqft	\$55.00
Premium surcharge over 10-inches	\$65.00
Unimproved Lots <6000 sqft	\$50.00
Premium surcharge over 10-inches	\$62.00
Unimproved lots >6000 sqft	\$60.00
Premium surcharge over 10-inches	\$72.00
Unimproved lots >12,000 sqft	\$70.00
Premium surcharge over 10-inches	\$80.00
Margin only (ROW)	\$30.00
Premium surcharge over 10-inches	\$40.00
Pick up and disposal of excess trash (13gal trash)	\$4.50
Speical order trash clean up and removal	
0.00 - 0.25 cubic yards	\$7.00
0.25 - 0.50 cubic yards	\$9.00
0.50 - 0.75 cubic yards	\$12.00
0.75 - 1.0 cubic yards	\$15.00
Additional quantities per 0.50 cubic yards	\$7.00

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe
From: Mike Radzik, OCS Director
Copy: Board of Trustees; McLain & Winters
Re: Request to amend Public Safety Neighborhood Camera Policy
Date: February 24, 2016

Please consider this request to amend the policy governing the public safety neighborhood camera system to allow the Residential Services Director and Police Services Administrator to access the system for maintenance and to facilitate requests for video pursuant to the Freedom of Information Act. This amendment is indicated after experience with system upgrades implemented last year.

In its current form, the policy grants secure software access to Sheriff's Office personnel for investigative purposes. Also, the township's Information Systems manager is authorized to perform server configuration and maintenance, an external service provider (Conti Corp) can access the system to perform technical work and install equipment, and an external service provider (Comcast) can install and maintain equipment.

The proposed amendment would add two policy sections addressing system maintenance and compliance with FOIA to allow the Residential Services Director and Police Services Administrator to fulfill the township's responsibilities in these areas in a controlled manner.

Thank you for your consideration of these changes that are necessary as a result of system technology upgrades. I previously provided a draft copy of the proposal to the Board of Trustees for input. Please contact me with questions or concerns and thank you for your consideration.

PUBLIC SAFETY NEIGHBORHOOD CAMERA POLICY

I. Purpose

The purpose of this policy is to regulate the use of public surveillance cameras that record images in public areas for the purpose of law enforcement investigation and public safety.

II. Scope

This policy applies to Township employees and authorized contractors in the use of the public surveillance camera system. This policy does not apply to internal surveillance equipment installed at Township-owned buildings and facilities and to covert police surveillance activity conducted pursuant to proper legal authority.

III. General Principles

A. The Township is committed to enhancing resident's quality of life by integrating best policing practices with state-of-the-art technology. A critical component of a comprehensive policing plan using state-of-the-art technology is surveillance cameras and user software.

B. Surveillance cameras shall only be deployed so as to view and record images of activity in public places that could otherwise be lawfully observed by a law enforcement officer physically present at the location. It is intended to extend the natural capability of a law enforcement officer to observe public places, but not to enhance it as to cause unlawful intrusion of privacy.

C. The primary purpose of public surveillance cameras is to help law enforcement identify and prosecute offenders who commit crimes in the community. A secondary purpose is to help prevent crime. Video images retained for law enforcement purposes will be used in a professional, ethical and legal manner. Any use of this technology for other purposes undermines the acceptability of these resources and is therefore strictly prohibited.

D. The Washtenaw County Sheriff's Office (WCSO) and its personnel shall have secure access to Township software systems used to manage recorded images and will be trained and supervised in the responsible use of this technology.

E. Video images downloaded and saved as evidence by WCSO personnel shall be stored externally in the possession of the WCSO and its use and disclosure will be subject to the policies and procedures of the WCSO.

F. The use of images obtained by law enforcement for investigative purposes is limited to uses that do not violate the reasonable expectation of privacy as defined by law.

G. Other property owners may connect compatible camera equipment to Township servers for the purpose of enhancing safety and security. A connection fee equal to the prorated cost of using Township server space shall be assessed and any additional costs incurred through use of the Township system shall be the responsibility of the owner. Property owners who choose to connect to the Township system shall grant WCSO personnel permission to access their cameras for law enforcement investigative purposes consistent with this policy. Externally owned cameras connected to the Township system shall be accessible to the respective owner and to the WCSO.

IV. System Maintenance

- A. Township cameras, computer servers, wiring infrastructure, and software require maintenance to ensure the operational integrity of the network, to troubleshoot technical problems, and to configure new or replacement equipment. Maintenance includes monitoring network connectivity, adjusting software settings, monitoring and adjusting computer server performance, adjusting camera views, and facilitation of work orders with private contract partners. Maintenance of various system components is the responsibility of the Township through authorized staff.
- B. The Information Services Manager, Residential Services Director, Police Services Administrator, and designated contractors are authorized to perform network maintenance as necessary.

IV. Compliance with Freedom of Information Act

- A. Recorded images are stored on Township servers. Recorded images are not permanently archived by the Township and are overwritten according to server capacity and retention settings. Retention expectations do not normally exceed 30 days.
- B. The Township is required to comply with provisions of Act 442 of 1976 known as the Freedom of Information Act (FOIA). FOIA requests for video recordings that are in the Township's possession are received and serviced by the Clerk's Office pursuant to Township policy. The Residential Services Director and/or Police Services Administrator may assist the Clerk's Office to fulfill FOIA requests as necessary by searching, bookmarking and downloading requested video.
- C. Recorded images that are downloaded from Township servers as evidence by WCSO personnel are stored in the possession of the WCSO and are subject to WCSO disclosure policies.
- D. Township staff shall inquire whether requested video in the Township's possession has also been downloaded as evidence by the WCSO in order to determine whether its release pursuant to FOIA is appropriate as it pertains to an open police investigation.

IV. Responsibilities

A. The Residential Services Director, the Police Services Administrator, and a designated representative of the WCSO shall review camera locations and make recommendations for new installations as necessary. All camera locations will be evaluated for compliance with this policy and for practical effectiveness as a law enforcement tool.

Revised February 24, 2016

mjr

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Row, Clerk
From: Mike Radzik, OCS Director
Copy: McLain & Winters
Re: **Request to schedule a public hearing to revoke the Class C liquor license held by Las Dos Fuente, LLC for use at 1960 Whittaker Rd.**
Date: February 23, 2016

The Township Board recently approved a resolution rescinding its 2012 approval of a new Class C liquor license for Las Dos Fuente, LLC at 1960 Whittaker Rd due to the applicant's failure to obtain required approvals and permits to renovate the premises and open the business.

On February 18, 2016, your office received notification from the Michigan Liquor Control Commission that it will not act to revoke the license without due process under the Administrative Procedures Act despite the commission never having issued the license.

Accordingly, please schedule a public hearing before the Board of Trustees for April 5, 2016 at 7:00PM for the purpose of revoking the subject liquor license pursuant to the Township Code of Ordinances, Sec. 37-28. The Office of Community Standards will present documentation in support of the requested action and will assist your office with prescribed notification requirements.

Thank you for your consideration.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Row, Clerk
From: Mike Radzik, OCS Director
Copy: McLain & Winters
Re: **Request to authorize legal action to abate a public nuisance at 1990 McCartney Ave; \$5,000 budgeted in 101-950.000-801.023**
Date: February 23, 2016

The Office of Community Standards assisted the Washtenaw County Sheriff's Office on the evening of February 24, 2016 at 1990 McCartney Ave. An investigation by the sheriff's Community Action Team resulted in the execution of a search warrant and the seizure of numerous firearms and controlled substances in the possession of felons at the location.

A companion OCS investigation resulted in a second floor apartment above Dave's Transmission shop being condemned for dangerous life-safety code violations that render the residence unfit for human occupancy. Two adults and a small child are believed to reside there, and there is concern that continued occupancy is dangerous.

On February 25, 2016, administrative approval was granted to initiate legal action to seek a temporary restraining order to vacate the subject premises pending repairs. I respectfully request authorization to continue forward in circuit court to achieve that outcome.

This will be the second time that the Township has engaged in legal action against the owner of this property, Ronald & Tonya Oliver of Manchester, MI. The first case in 2012 ended with code compliance for a long list of blight, building and zoning code violations.

Thank you for your consideration.




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

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: Karen Lovejoy Roe, Clerk
FROM: Brenda L. Stumbo, Supervisor 
DATE: February 22, 2016
RE: Agreement with Michigan Ability Partners

Please find attached an agreement between Ypsilanti Township and Michigan Ability Partners to collect litter along roadways and perform miscellaneous tasks assigned by the Township.

The cost for this service will be \$26.80 per hour and is budgeted in line item 101.950.000.880.001.

Please place this item on the March 1, 2016 agenda for the Board's consideration.

tk

Attachment

cc: Wm. Douglas Winters, Attorney
File

Agreement for Monitoring of Charter Township of

Ypsilanti Target Addresses and Collection of Litter

Michigan Ability Partners agrees to provide the following to the Charter Township of Ypsilanti:

Staffing

One job coach and program participants will perform duties that include collection of litter along roadways and streets along with miscellaneous tasks assigned by Ypsilanti Township as needed. The job coach will supervise the work of the MAP participants and act as driver in these operations. MAP program participants will perform all duties of the job assignment and receiving assistance from the job coach when necessary. All four of these staff persons, the job coach and three MAP participants, will be on Michigan Ability Partners' payroll, and all employment expenses, such as benefits, unemployment and payroll taxes; will be covered by Michigan Ability Partners (reflected in the hourly rate invoiced to the Charter Township of Ypsilanti).

MAP will be flexible in assignment duties required by the Township of Ypsilanti. MAP will perform litter pick up assignments when designated and/or visual inspections of foreclosure properties.

Vehicle

One of MAP's vehicles will be used for transportation in the performing of these site inspections, and this vehicle will be driven by MAP's job coach. Michigan Ability Partners will also be responsible for gas, insurance and maintenance of any vehicles used in these operations (reflected in the hourly rate invoiced to the Charter Township of Ypsilanti).

Reports

For every day that Michigan Ability Partners performs inspections of properties, a detailed report will be provided to the Charter Township of Ypsilanti within 24 hours of inspection. This report will include a list of properties inspected, properties that were observed to be in distress, and a corresponding list of issues discovered and photo documentation when applicable.

Invoicing

Michigan Ability Partners will invoice the Charter Township of Ypsilanti on a monthly billing cycle according to the agreed upon hourly rate for services (see below).

The Charter Township of Ypsilanti will provide the following to Michigan Ability Partners:

Compensation

The Charter Township of Ypsilanti will compensate Michigan Ability Partners at a rate of \$26.80 per hour, which is to include time performing inspections and time driving between properties. This rate covers wages for MAP staff and participants as well as vehicle expenses. At times of high demand for roadside clean-up, a second crew may be added.

Compensation Continued

Participants, working with the Ypsilanti Township Litter Collection crew, are paid at a rate starting at \$9.00 per hour effective March 7th, 2016. After a 90-day probationary period, participants' work performance will be evaluated. Contingent on excellent work performance (i.e. implementation of constructive feedback, attendance, and overall professionalism demonstrated while on-the-job), participants could be eligible for a \$0.50 cent raise. Participants will be expected to participate in a second evaluation at 180 days of employment, and will be eligible to receive an additional \$0.50 raise. Participants participating with the Litter Collection crew will be paid a maximum of \$10.00 per hour during 2016.

Independent Contractor

The relationship of MAP to the Township is and shall continue to be that of an Independent Contractor and no liability or benefits such as Worker's Compensation, Pension Rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Agreement.

Task Assignment

The Charter Township of Ypsilanti will dictate which properties or areas require inspection and/or dictate upon which roads or streets litter should be picked-up by providing to Michigan Ability Partners an updated assignment list whenever revisions are necessary.

Duration

The Charter Township of Ypsilanti will require MAP services for the season beginning March 7th, 2016 and ending December 31st, 2016. However, work may be available during the off-season as weather permits. In the event that MAP services will be needed after December 31st, 2016, the Township is responsible for requesting those services. MAP is permitted to either accept or deny the work opportunity based on availability of job coaches.

Brenda Stumbo, The Charter Township of Ypsilanti Supervisor

Date_____

Karen Lovejoy Roe, The Charter Township of Ypsilanti Clerk

Date_____

Rebecca Rowland, Vocational Team Leader

Date_____

Jan Little, CEO

Date_____

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

Memorandum

To: Board of Trustees
From: Joe Lawson, Planning Director
Date: March 1, 2016
Re: Request to add an additional parcel to the scheduled public hearing in order to consider the creation of an Industrial Development District (IDD)"

As the Board may recall, during the February 16th meeting, the Board scheduled a public hearing for Tuesday, March 15th to consider the creation of an Industrial Development District (IDD) in association with the development of the VMAX USA facility to be constructed at 1879 West Michigan Avenue.

During the process of compiling the parcel information for the proposed district, it was later noted, after the scheduling of the public hearing, that the County GIS parcel identification system did not pick up the parcel information for one of the parcels within the proposed district.

That being said, it is recommended that the Board consider adding parcel K-11-39-350-028 (1747 West Michigan Avenue) to the list of properties being considered during the upcoming public hearing as it is related to the proposed Industrial Development District.

The parcel information and map are attached for your review and consideration.

If you should have any questions relating to this request, please feel free to contact me at your convenience.

1747 West Michigan Avenue
Parcel K -11-39-350-028
Legal Description

COMMENCING AT THE SE COR OF THE W 120 ACS OF FRENCH CLAIM NO. 690, TH N 15-38-32 W 476.96 FT FOR A POB, TH N 72-6-50 W 425.64 FT, TH N 65-24-58 W 310.93 FT, TH N 55-28-29 E 250.90 FT, TH N 15-38-32 W 200.12 FT TH N 55-28-28 E 200 FT, TH S 15-38-32 E 200.12 FT, TH N 55-28-29 E 75 FT, TH S 15-38-32 E 253.04 FT TO THE POB CONTAINING 4.57 +/- AC T3S R7E , A PARCEL OF LAND BEING PART OF FRENCH CLAIM NO. 690, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, SUBJECT TO EASEMENTS AND RESTRICTION OF RECORD IF ANY.



OTHER BUSINESS

AUTHORIZATIONS AND BIDS

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



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: Jeff Allen, Director-Residential Services

Date: February 22, 2016

RE: Approval to award the cleaning of the ductwork in the
Community Center to Amistee AirDuct Cleaning
in the amount of \$21,357.87 and to be charge to account
#230.751.000.931.021.

Recently, we have received concerns coming from the Community Center in regard to their air quality. The Residential Services Department immediately sought quotes for cleaning the duct work at the Community Center. This time, we contacted 3 companies but only received 2 quotes and they are as follows:

Amistee Air Duct Cleaning-----\$21,357.87
Dalton Environmental-----\$21,550.00

The Community Center last had the air ducts cleaned in 2008 according to our records. The recommendation is to have them cleaned every 5-8 years; therefore we are due for a cleaning. Amistee is the company that was the low bidder at the Civic Center & has started cleaning the ducts. They indicated they can mobilize immediately to the Community Center pending Board approval.

We asked that you waive the financial policy, approve & authorize the signing of the agreement for \$21,357.87 in line item 230.751.000.931.021,

as this has become a health and safety issue. There is a budget amendment on the agenda for this dollar amount to do this work as well.



Office Location
47087 Grand River Ave
Novi, MI 48374

Phone: 248.349.8877 • Fax: 248.349.8894
Website: www.amistee.com • Email: david.rott@amistee.com

Date: February 18, 2016

Project: Township of Ypsilanti (Activities Center)
2025 E. Clark St.
Ypsilanti, MI 48197

- ❖ Proposal for cleaning 24 Air Handling Units (AHU), associated ductwork, coils, blowers and associated diffusers/vents.

SCOPE OF WORK – HVAC REMEDIATION

- 1.) Removal of all visible surface contaminants of the entire airside of the HVAC unit.
In this proposal that shall mean:
 - Supply ductwork
 - Return air ductwork
 - Diffusers and/or vents
 - Dampers, turning vanes, and components inside ductwork
 - Air Handling Units
 - Coils, blowers, and air components of AHU
- 2.) Collection equipment to be used will be a large vacuum truck with a minimum of 15,000 cfms.
- 3.) Various access ports will be opened in ductwork as needed for cleaning.
- 4.) High-pressure air and different agitation devices will be inserted into ductwork for cleaning.
- 5.) Reassemble with access doors where openings were cut.
- 6.) Follow up report provided to appropriate parties, including before and after pictures of the areas to be cleaned as well as any finds and/or suggestions.

I. GENERAL PROVISIONS

- A. In as much as the work to be performed under this contract is to be accomplished in occupied areas, Amistee, Inc. and Management will coordinate the work, whereby both management and Amistee, Inc. may continue their operations with the least

possible interference and inconvenience. Amistee, Inc. shall notify Management approximately 24 hours before commencing work in order that Management may arrange a schedule of clearance in the buildings where the work is to be performed and set out the actual hours during which Amistee, Inc. may perform their duties. All tools, labor, and materials shall be at the site prior to the beginning of service in order to insure a minimum loss of time.

- B. Amistee, Inc. shall use drop cloths, shields, and other protective devices to prevent damage to mechanical equipment and/or to areas adjacent to units being decontaminated.
- C. All lint, dust, dirt, mold, and other combustible contaminants removed from any areas shall be gathered. Contained, and removed from each site by Amistee, Inc. and disposed of as directed by Management under strict standards of safety.
- D. Amistee, Inc. will comply with all regulations, security and otherwise, imposed by Management governing the conduct of outside personnel and will be held strictly responsible for the conduct of their employees.
- E. Amistee, Inc. shall employ only skilled mechanics and technicians and experienced supervisors. The work specified by the Contract shall be performed in the best and most workmanlike manner in strict accordance with specifications.
- F. All duct cleaning shall consist of the removal of all possible dirt, dust, mold, and other contaminants by the use of manual or pneumatic means.
- G. Amistee, Inc. will provide insurance certificate upon request.
- H. Management will make available, at no cost to Amistee, Inc., all electricity necessary for Amistee, Inc. to operate their electrically powered equipment such as blowers, compressors, industrial vacuuming equipment, explosion-proof and conventional drop lights and all other electrical equipment necessary to the performance of the work.
- I. Management will designate areas in which Amistee, Inc. shall be permitted to park their trucks, utility trailers, trailer supply room, and other automotive equipment necessary while performing the work specified under the this contract.
- J. Management will inspect for acceptance and so certify all work completed by Amistee, Inc. within a 24-hour period after being advised by Amistee, Inc. that work has been completed.
- K. Amistee, Inc., at their own expense, will repair any damage to property or equipment of management, which can be attributed to Amistee, Inc..

II. AFFILIATIONS AND SAFETY

- A. Affiliations: Amistee, Inc. will perform their work in strict accordance with the National Air Duct Cleaners Association standard ACR-2013, and all other accredited standards and codes.
- B. NADCA: A NADCA certified ASCS (Air System Cleaning Specialist), CVI (Commercial Ventilation Inspector), or VSMR (Ventilation System Mold Remediation) will be onsite throughout the entire job as the Project Manager.
- C. Safety Procedures: At minimum, the Project Manager, has been trained for Confined Space Training (CST), Personal Protection Equipment (PPE), and Hazard Communications. The Contractor will provide all training and equipment necessary to meet or exceed these guidelines.

III. SPECIAL CONDITIONS

- A. Measure of Payment: Upon the submission of properly certified invoices and vouchers, the amounts stipulated below as compensation for services rendered shall become due and payable upon completion.
- B. DESCRIPTION
1. Supply ductwork
 2. Return air ductwork
 3. Diffusers and/or vents
 4. Dampers, turning vanes, and components inside ductwork
 5. Coils, blowers and air components of AHU

ACTIVITIES CENTER 3 wings and common areas Total Price: \$15,700.67

ACTIVITIES CENTER Gym and Racquetball Courts (Amistee will provide scaffolding for this project) Total Price: \$5,657.20

This work will be performed on a Monday thru Friday beginning after 5:00 pm and ending no later than 6:00 am.

Respectfully submitted,

David Rott
Amistee Air Duct Cleaning
Accepted:

_____ Date _____ P.O.# _____