

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

April 19, 2016 Revised 4-19-16

Work Session – 5:00 p.m.
Regular Meeting – 7:00 p.m.

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

DEPARTMENTAL REPORTS

14-B District Court

Monthly Disbursements

March 2016

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

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

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

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

All other revenues are transferred to the Ypsilanti Township Treasurer.

March 2016 Disbursements:

Washtenaw County:	\$ 5,088.21
State of Michigan:	\$ 61,615.15
Ypsilanti Township Treasurer:	\$154,916.76

TOTAL: \$221,620.12

14-B District Court

Revenue Report for March 2016

General Account

Account Number	
Due to Washtenaw County	
(101-000-000-214.222)	<u>\$5,088.21</u>

Due to State Treasurer

Civil Filing Fee Fund (MCL 600.171):	\$13,027.00
State Court Fund (MCL 600.8371):	\$1,100.00
Justice System Fund (MCL 600.181):	\$30,137.50
Juror Compensation Reimbursement Fund:	
Civil Jury Demand Fee (MCL 600.8371):	\$10.00
Drivers License Clearance Fees (MCL 257.321a):	\$2,752.50
Crime Victims Rights Fund (MCL 780.905):	\$7,878.15
Judgment Fee (Dept. of Natural Resources):	\$0.00
E-File Fee (228.56):	\$3,965.00
Due to Secretary of State	
(101-000-000-206.136)	\$2,745.00
Total:	<u>\$61,615.15</u>

Due to Ypsilanti Township

Court Costs (101-000-000-602.136):	\$58,452.14
Civil Fees (101-000-000-603.136):	\$13,498.00
Probation Fees (101-000-000-604.000):	\$8,925.83
Ordinance Fines (101-000-000-605.001):	\$70,865.54
Bond Forfeitures (101-000-000-605.003):	\$4,010.00
Interest Earned (101-000-000-605.004):	\$0.00
State Aid-Caseflow Assistance (101-000-602.544):	\$0.00
Expense Write-Off:	\$0.00
Bank Charges (Expense - 101.136.000.957.000):	(\$834.75)
Total:	<u>\$154,916.76</u>

Total to General Account - (101.000.000.004.136):	\$221,620.12
--	---------------------

Escrow Account

(101-000-000-205.136)

Court Ordered Escrow:	\$6,624.00
Garnishment Proceeds:	\$0.00
Bonds:	\$26,725.00
Restitution:	\$4,168.47

Total to Escrow Account - (101.000.000.205.136):	<u>\$37,517.47</u>
---	---------------------------

		Year to Date	
	Prior Year Comparison		
Month	Revenue	Revenue	
	2015	2016	
January	\$101,726.02	\$ 121,678.02	
February	\$127,974.93	\$ 175,343.69	
March	\$119,020.09	\$ 154,916.76	
April	\$119,225.82		
May	\$90,046.85		
June	\$87,731.39		
July	\$103,821.60		
August	\$110,392.69		
September	\$124,547.06		
October	\$112,911.89		
November	\$91,790.74		
December	\$108,226.82		
Grant:	\$41,250.00	\$ 82,500.00	
Standardization			
Payment:	\$45,724.00	\$ 45,724.00	
Year-to Date			
Totals:	\$1,384,389.90	\$ 580,162.47	
Expenditure			
Budget:	\$1,328,089.00	\$ 1,443,321.00	
Difference:	\$56,300.90	\$ 863,158.53	

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

April 11, 2016

To: Township Board

From: Joe Lawson
Planning Director

Re: Planning Division (OCS) March/April 2016

Please be advised of the following activities related to the Planning Department for March/April 2016

Planning Commission Activity

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

On March 22, 2016 the Planning Commission held their regular meeting and took action on the following agenda items:

- 2506 Burns – Ms. Lubna Atwah: After many months of meeting and discussion, the Planning Commission approved the application requesting a special conditional use permit to allow for the establishment of a group daycare home, providing care for up to 12 children at the residence located at 2506 Burns. The approval was also conditioned upon the applicant entering into a Special Conditional Use Agreement which laid out all of the conditions noted during the public hearing.
- The Commission set a public hearing for Tuesday, April 26, 2016 at 6:30pm to consider the special conditional use permit application of Ms. Cindy Yates in order to permit the establishment of a group daycare home, providing care for up to 12 children in the residential structure located at 1383 Mesa Drive.
- The Commission scheduled a public hearing for Tuesday, April 26, 2016 to consider the request of Dykema Gossett PLLC on behalf of National Church Residences for a Class 'A' Non-Conforming Use designation for the 200 unit senior high-rise residential complex commonly known as Clark East Towers and located at 1550 East Clark Road. If approved, the Class 'A' Designation would permit the reconstruction of the complex as it currently stands, should the building have a catastrophic loss as the building currently does not meet the current zoning standards for the district in which it is currently located.

Plans in Process

Cueter Chrysler Dealership – Final punch list items are currently being resolved per the Township Engineer's review. A second final walk through will be conducted in the spring to verify that all required landscaping survived the winter and all soils remain stable.

Los Amigos – Staff continues to wait for the submission of the final engineered drawings. Contact was made with the applicant's engineer on February 29th in order to prod this project along but as of this date the project appears stalled. Staff will continue to work with the property owner and engineer to insure this project comes to fruition.

Majestic Lakes – The final engineered plans for the Redwood phase of the Majestic Lake project has been reviewed and approved by the applicable reviewing agents. The final PD Stage II plans are currently being compiled for submission to our office. When the plans and development agreement are in proper form, the PD Stage II plans will be brought before the Planning Commission for a recommendation to the Board of Trustees for final approval with construction anticipated later this summer.

Burning Bush – The Church requested and received a 12 month extension to their previously approved plan. The plans call for the construction of a 26,000 square-foot addition to their existing 24,000 square-foot facility. The project engineer continues to work with the County Drain Office to gain approval for the site drainage.

Yankee Air Museum (YAM) – The Yankee Air Museum continues their journey through the plan review process. The construction team has completed the construction of the exterior walls and new hanger door on the norther portion of the building. The design engineer continues to work with the RACER Trust and the Wayne County Airport Authority to resolve utility issues relating to the site. These utility issues need to be resolved prior to final engineering submittal and approval. The Yankee Air Museum plans to complete their approval process and being renovations and upgrades in order to prepare for their grand opening in late 2017 or early 2018.

Buffalo Wild Wings – Construction has been completed on the approved parking lot expansion. The applicant still needs to install the required landscaping and permanent stabilization which will be completed later this spring. A final inspection will be conducted in the spring of 2016.

RoundHaus Pizza and Party Shop – The preliminary site plan and special conditional use reviews have been received by this office and from these review comments, significant revisions will be required prior to the application being presented to the Commission for consideration. Staff has spoken with the property owner and has learned that the design engineers are currently working on resolving the review comments noted during the initial review. Revised plans are anticipated within the coming weeks.

College Sunoco – 2169 Washtenaw : The buildings are gone. The demolition phase of the project is nearly complete. The revised engineering plans have been distributed for further review with the hopes of a final approval coming later this month. No new timeline has been provided by the applicant in relation to their construction schedule.

Fresh Thyme: Construction is well underway! The contractor has erected the walls and has constructed the roof and the underground utilities are underway. The project is still on schedule for an early July completion. The applicant tells staff that once the store is turned over to Fresh Thyme, it generally takes an additional 3-4 weeks to completely outfit the store for their grand opening. I will advise should there be any updates to their schedule.

Cottage Inn – 2407 Washtenaw: The former Pizza Hut Restaurant located on the south side of Washtenaw just west of Hewitt is now the new home of Cottage Inn. The property owner has been working over the past several months to renovate the building inside and out. A final certificate of occupancy was issued by the Township on January 11, 2016. There still remains some exterior work to be completed this spring but we welcome back a Cottage Inn along our Washtenaw Avenue corridor.

Sensitile: 1735 Holmes Road – The final engineered plans have been submitted and distributed for review. It is anticipated that final approval will be gained and construction begin later this summer.

Clark East Towers: National Church Residences Corporation has received sketch plan approval from the planning commission for the construction of 3 minor building additions. The additions include an addition to the community room, an expansion of the maintenance facility and a new entry vestibule. As previously mentioned, this is part of an overall \$9 million renovation to the facility. The property owner has also recently applied for and have been scheduled for a public hearing to consider a Class 'A' Non-Conforming Use designation which if approved will give the property owner some protection should the building be damaged or destroyed.

Von's Market/Save a Lot: On December 9, 2015, the Township Building Department issued a building permit for the renovation and improvement of the Von's Market grocery store. Once the renovation is complete, the store will be operated by Save-A-Lot. Though a grand opening date has not yet been provided, during a recent inspection, it appears that the contractors are working away toward their renovation. As soon as a grand opening date has been provided, I will be happy to include it in a future report.

VMAX USA - 1879 West Michigan Avenue: The final engineered plans have been received by our office and have further been distributed for review and consideration. It is anticipated that the final plans will be approved and construction commence in the coming weeks.

Lakeshore Apartments (aka Beach Club at Ford Lake): The PD Stage I Preliminary Site Plan has been submitted requesting approval for the construction of 675 apartment units, lake front restaurant and a 20,000 square-foot retail center on the 90 acres of

open space area associated with the Lakeshore Apartment complex. The initial review of the plans showed that the submitted neglected to provide some key and important information. The review of the provided plans remains delayed until such time that the applicant may update the plan set so that we may complete a thorough review.

Tele-Site Inc – 1405 Sweet Road: This application, to permit the construction of a 130-foot tall wireless communication tower has been withdrawn by the applicant due to concerns of the neighboring property owners.

Willow Run Bomber Plant: In recent days, Governor Snyder and President Obama in separate appearances announced the future development plans of the former Willow Run Bomber Plant. The plans call for the establishment of a new testing, research and certification center for the up and coming autonomous vehicle industry. The State of Michigan, University of Michigan, RACER Trust, Ann Arbor SPARK with support from the office of U.S. Rep. Debbie Dingell will all play key a role in making this project come to fruition. Future updates will be provided as more information becomes available.

Checkers – 2835 Washtenaw: It is the understanding by staff that construction work has begun....unfortunately without permit, for the renovation of the former A&W Restaurant located at 2835 Washtenaw. It is further understood that the new tenant will be operating a “Checkers” from this location. The contractor has been informed that permits will be required thus staff is currently awaiting the submittal of said plans.

Zoning Board of Appeals

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

Phantom Fireworks – 3020 Washtenaw Avenue: The ZBA was requested to consider the temporary use permit application of Phantom Fireworks to permit the outdoor display and sale of State approved fireworks within the Roundtree shopping center parking lot. The temporary use permit application was approved from June 15, 2016 to July 5, 2016.

USA Fireworks – 2321 Ellsworth: The ZBA was also requested to consider the temporary use permit application of USA Firework to permit the outdoor display and sale of State approved fireworks within the Roundtree Place Shopping Center (Ollies). After the public hearing, the ZBA approved the requested temporary use permit application as requested.

Other Items:

As the Board may recall, the Board authorized staff to post a Request for Proposal (RFP), seeking qualified applicants to provide planning and zoning assistance to the Township. Through that process, staff received 9 proposals from a wide variety of consulting firms. Director Radzik and myself are currently in the process of creating a matrix in order to score each proposal so that interviews may be conducted and a

Monthly Planning Department Report

March/April 2016

recommendation made to the full board for consideration and the hiring of a new consultant

If you should have any question or comments as it relates to this report, please contact me at my office (734-544-3651) or by email at jlawson@ytown.org.

YPSILANTI TOWNSHIP FIRE DEPARTMENT
MONTHLY REPORT

FEBRUARY 2016

Fire Department staffing levels are as follows:

1 Fire Chief	3 Shift Captains	16 Fire Fighters
	3 Shift Lieutenants	1 Clerk III / Staff Support

All fire department response personnel are licensed as Emergency Medical Technicians by the State of Michigan Public Health. During the month, the fire department responded to 379 requests for assistance. Of those requests, 258 were medical emergency service calls, with the remaining 121 incidents classified as non-medical and/or fire related.

Department activities for the month of February, 2016:

- 1) The Public Education Department participated in the following events:
 - a) Fire Safety & Dress Up at Textile Station #4 for Cub Scout Troop
 - b) Fire Safety & Dress Up at Faith Academy PreSchool
 - c) Smoke Alarms: 1048 Gault Drive (2) & 1202 Jay (2)
 - d) Car Seat fittings for U of M Buckle Up program
- 2) Fire fighters attended 5 neighborhood watch meetings
- 3) Fire fighters received training in the following areas:
 - a) Hydro Dam Emergency Action Plan
 - b) Washtenaw County Hazardous Materials (HazMat)
 - c) EMS
 - d) S.M.O.K.E. – State of Michigan LARA

The Fire Chief attended these meetings / events for the month of February, 2016:

- 1) WAMAA meeting
- 2) Mediation with EEOC
- 3) Issued 3 Occupancy Load Certificates
- 4) 2 Suppression System testings for Pollard Banknote
- 5) Officers meeting
- 6) Preparation meeting with Attorney Hancock for Civil Service Hearing
- 7) Civile Service Hearing
- 8) 800 MHz Consortium meeting
- 9) Meeting with Paul Davis Restoration
- 10) Suppress System consultation for B’Hai Center
- 11) Interviews for Entry-Level Firefighters
- 12) Final Inspection of New Fire Truck
- 13) Hydro Dam Emergency Action Plan
- 14) AFG Grant Simulator meeting
- 15) SE Michigan Fire Chiefs meeting
- 16) Development Team meeting
- 17) Toured Civic Center with Firefighting Personnel
- 18) Meeting with Township Parks & Grounds Wayne Dudley
- 19) 2 Inspections: Sushi Bar & Township Civic Center
- 20) Pub Ed Fire Safety at Textile Station #4 for Cub Scout Troop
- 21) Authorized 2 Releases of 495 Funds
- 22) Fire Investigations: 1811 Crittendon, 874 Davis, & 2025 E Clark

There was 0 injuries and 0 deaths reported this month for civilians.

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

This month the total fire loss, including vehicle fires, is estimated at **\$72,100.00**. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 02/03/2016	785 N Rosewood	\$ 5,000.00 (building)
2) 02/07/2016	Woodale	\$ 0.00 (brush)
3) 02/07/2016	Woodale	\$ 2,100.00 (vehicle)
4) 02/07/2016	1929 Mary Catherine	\$ 0.00 (outside rubbish)
5) 02/08/2016	1815 Smith	\$ 0.00 (building – exhaust fan)
6) 02/12/2016	1684 Meadow Woods	\$ 0.00 (vehicle)
7) 02/12/2016	5318 Bethany	\$ 0.00 (Mutual Aid – Superior Twp)
8) 02/21/2016	874 Davis	\$ 65,000.00 (building)

Respectfully submitted,

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

Attachment: Fire House Incident Type Report (Summary) 02/01/2016 – 02/29/2016

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {02/01/16} And {02/29/16}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	4	1.06%	\$70,000	97.08%
131 Passenger vehicle fire	2	0.53%	\$2,100	2.91%
142 Brush or brush-and-grass mixture fire	1	0.26%	\$0	0.00%
151 Outside rubbish, trash or waste fire	1	0.26%	\$0	0.00%
	8	2.11%	\$72,100	100.00%
2 Overpressure Rupture, Explosion, Overheat(no fire)				
243 Fireworks explosion (no fire)	1	0.26%	\$0	0.00%
	1	0.26%	\$0	0.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	15	3.96%	\$0	0.00%
311 Medical assist, assist EMS crew	34	8.97%	\$0	0.00%
320 Emergency medical service, other	8	2.11%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury	70	44.85%	\$0	0.00%
322 Motor vehicle accident with injuries	8	2.11%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	3	0.79%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	17	4.49%	\$0	0.00%
331 Lock-in (if lock out , use 511)	2	0.53%	\$0	0.00%
381 Rescue or EMS standby	1	0.26%	\$0	0.00%
	258	68.07%	\$0	0.00%
4 Hazardous Condition (No Fire)				
400 Hazardous condition, Other	1	0.26%	\$0	0.00%
412 Gas leak (natural gas or LPG)	1	0.26%	\$0	0.00%
413 Oil or other combustible liquid spill	1	0.26%	\$0	0.00%
424 Carbon monoxide incident	2	0.53%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	1	0.26%	\$0	0.00%
441 Heat from short circuit (wiring), defective/worn	1	0.26%	\$0	0.00%
442 Overheated motor	1	0.26%	\$0	0.00%
444 Power line down	4	1.06%	\$0	0.00%
445 Arcing, shorted electrical equipment	1	0.26%	\$0	0.00%
	13	3.43%	\$0	0.00%
5 Service Call				
500 Service Call, other	3	0.79%	\$0	0.00%
520 Water problem, Other	1	0.26%	\$0	0.00%
531 Smoke or odor removal	5	1.32%	\$0	0.00%

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {02/01/16} And {02/29/16}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
5 Service Call				
5501 Neighborhood Watch	5	1.32%	\$0	0.00%
5502 Community Outreach	2	0.53%	\$0	0.00%
553 Public service	2	0.53%	\$0	0.00%
554 Assist invalid	3	0.79%	\$0	0.00%
561 Unauthorized burning	1	0.26%	\$0	0.00%
	22	5.80%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	5	1.32%	\$0	0.00%
611 Dispatched & cancelled en route	33	8.71%	\$0	0.00%
6111 Canceled on Arrival	15	3.96%	\$0	0.00%
622 No Incident found on arrival at dispatch address	3	0.79%	\$0	0.00%
650 Steam, Other gas mistaken for smoke, Other	2	0.53%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.26%	\$0	0.00%
652 Steam, vapor, fog or dust thought to be smoke	2	0.53%	\$0	0.00%
	61	16.09%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	4	1.06%	\$0	0.00%
731 Sprinkler activation due to malfunction	1	0.26%	\$0	0.00%
735 Alarm system sounded due to malfunction	4	1.06%	\$0	0.00%
736 CO detector activation due to malfunction	2	0.53%	\$0	0.00%
744 Detector activation, no fire - unintentional	3	0.79%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	1	0.26%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	1	0.26%	\$0	0.00%
	16	4.22%	\$0	0.00%

Total Incident Count: 379

Total Est Loss:

\$72,100

BUILDING DEPARTMENT REPORT
ALEX MAMO - CHIEF BUILDING OFFICIAL

[illegible][illegible]

**BUILDING DEPARTMENT REPORT
ALEX MAMO - CHIEF BUILDING OFFICIAL**

BUILDING DEPARTMENT REPORT - 2015													
Permit Type	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Building	46	61	87	116	114	128	148	125	152	125	75	79	1,256
	\$ 3,081	\$ 9,211	\$ 20,850	\$ 16,030	\$ 13,320	\$ 23,326	\$ 19,613	\$ 35,654	\$ 34,430	\$ 55,071	\$ 12,482	\$ 18,519	\$ 261,587
Electrical	23	78	38	43	59	51	62	59	60	44	30	23	570
	\$ 1,530	\$ 4,715	\$ 2,775	\$ 3,375	\$ 4,090	\$ 3,525	\$ 4,975	\$ 3,910	\$ 4,305	\$ 4,135	\$ 2,725	\$ 2,160	\$ 42,220
Mechanical	78	89	119	101	130	155	69	107	117	91	72	79	1,207
	\$ 4,600	\$ 6,140	\$ 9,060	\$ 7,370	\$ 8,650	\$ 10,110	\$ 5,924	\$ 8,890	\$ 9,400	\$ 7,850	\$ 6,260	\$ 5,680	\$ 89,934
Plumbing	31	49	48	53	39	46	41	51	53	32	34	36	513
	\$ 1,625	\$ 2,830	\$ 3,775	\$ 4,825	\$ 2,605	\$ 3,445	\$ 3,695	\$ 4,660	\$ 4,095	\$ 2,625	\$ 3,060	\$ 2,830	\$ 40,070
Zoning	2	-	3	13	20	27	17	14	8	15	4	4	127
	\$ 90	\$ -	\$ 105	\$ 455	\$ 740	\$ 945	\$ 645	\$ 455	\$ 280	\$ 525	\$ 140	\$ 140	\$ 4,520
Sub Totals	180	277	295	326	362	407	337	356	390	307	215	221	3,673
TOTAL YTD	\$ 10,926	\$ 22,896	\$ 36,565	\$ 32,055	\$ 29,405	\$ 41,351	\$ 34,852	\$ 53,569	\$ 52,510	\$ 70,206	\$ 24,667	\$ 29,329	\$ 438,331

BUILDING DEPARTMENT REPORT - 2014													
Permit Type	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Building	55	44	66	90	127	124	91	128	91	112	62	79	1,069
	\$ 16,244	\$ 16,632	\$ 12,783	\$ 18,614	\$ 96,726	\$ 56,621	\$ 12,936	\$ 17,586	\$ 16,583	\$ 20,770	\$ 14,954	\$ 17,582	\$ 318,031
Electrical	16	16	23	18	49	43	41	30	25	39	28	18	346
	\$ 1,290	\$ 2,175	\$ 1,815	\$ 1,800	\$ 3,855	\$ 2,775	\$ 3,465	\$ 2,670	\$ 2,250	\$ 2,820	\$ 2,325	\$ 1,290	\$ 28,530
Mechanical	85	51	50	58	81	98	75	35	59	96	80	66	834
	\$ 4,980	\$ 2,760	\$ 3,095	\$ 4,185	\$ 5,925	\$ 10,000	\$ 7,161	\$ 3,390	\$ 6,110	\$ 7,125	\$ 5,385	\$ 4,682	\$ 64,798
Plumbing	28	30	83	35	46	107	39	36	49	53	16	26	548
	\$ 2,145	\$ 2,010	\$ 4,545	\$ 2,745	\$ 3,525	\$ 6,300	\$ 2,955	\$ 2,430	\$ 3,885	\$ 3,780	\$ 1,080	\$ 1,905	\$ 37,305
Zoning	2	-	1	14	13	26	16	10	7	9	8	7	113
	\$ 90	\$ -	\$ 45	\$ 630	\$ 585	\$ 1,170	\$ 720	\$ 450	\$ 315	\$ 405	\$ 360	\$ 270	\$ 5,040
Sub Totals	186	141	223	215	316	398	262	239	231	309	194	196	2,910
TOTAL YTD	\$ 24,749	\$ 23,577	\$ 22,283	\$ 27,974	\$ 110,616	\$ 76,866	\$ 27,237	\$ 26,526	\$ 29,143	\$ 34,900	\$ 24,104	\$ 25,729	\$ 453,704

**BUILDING DEPARTMENT REPORT
ALEX MAMO - CHIEF BUILDING OFFICIAL**

INSPECTION RUNNING TOTALS													
Inspections	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Total 2015	337	442	456	584	417	624	556	713	458	572	419	441	6,019
Total 2014	318	253	354	417	429	501	581	496	445	516	360	344	5,014
Total 2013	336	328	239	306	445	404	389	507	459	647	410	378	4,848
Total 2012	852	259	592	328	340	268	275	419	317	382	340	276	4,648
Total 2011	319	238	280	311	371	369	319	411	349	432	316	143	3,858
Total 2010	292	220	361	366	379	358	427	405	350	449	322	140	4,069
Total 2009	323	315	340	337	350	372	440	401	463	374	341	137	4,193
Total 2008	460	352	326	432	432	628	727	562	533	577	393	128	5,550

Rental Inspections	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Total 2015	327	287	361	339	297	318	286	287	354	420	411	342	4029
Total 2014	234	225	303	337	310	290	267	291	296	310	256	264	3,383
Total 2013	197	237	206	175	226	251	291	302	222	297	215	175	2,794
Total 2012	142	165	228	194	209	202	185	258	225	265	231	131	2,435
Total 2011	95	49	102	146	129	179	183	243	177	214	187	153	1,857
Total 2010	214	170	139	216	223	158	264	179	212	183	83	48	2,089
Total 2009	(Began tracking separate rental inspection totals Oct, 2009)									57	160	77	294



WASHTENAW COUNTY

OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

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

MARK A. PTASZEK
UNDERSHERIFF

To: Brenda Stumbo, Ypsilanti Township Supervisor
From: Mike Marocco, Police Services Lieutenant
Cc: Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board
Marlene Radzik, WCSO Police Services Commander
Date: April 1, 2016
Re: March 2016 Police Services Monthly Report

In March of 2016, there were 4000 calls for service in Ypsilanti Township, which is a 3.4% Decrease in calls for service as compared to March of 2015.

OPERATIONS

March was another mild month which resulted in continued early increases in crimes that are traditionally more common during the Spring and summer months. Larcenies from Auto increased significantly over the same period last year. Several arrests have been made. We are currently gearing up to implement our summer juvenile plan.

Several significant violent incidents at the Hookah Nara and Sphinx Hookah have resulted in collaborative, comprehensive planning and actions to address the regulation void that allows these establishments to operate without regulation contrary to community safety and sanctity. Direct communication with Supervisor Stumbo and Director Radzik is open and ongoing. My cell phone number is 734-545-6684. Please feel free to call me directly with questions, comments or concerns.

PAROLE COMPLIANCE CHECKS

We continue to aggressively check parolee compliance in the Township through the use of sweeps and a close relationship with Parole and Probation. We now routinely assist Parole and Probation in acting on tips and accompany agents outside of the designated scheduled sweeps. We are currently working with 14B Court to incorporate probation compliance checks with 14B Probation.

SEARCH WARRANTS

The following locations are where search warrants were executed by either the Community Action Team or LAWNET for narcotics:

- 1) 1600 Block of International by CAT
 - Narcotics (Crack) and Currency recovered.

TRAFFIC UNIT

The traffic unit continues to aggressively enforce traffic law within the Township and has re set the bar in terms of traffic safety. OWI investigations are significantly compared to the last several years and crashes are down.

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT



Month:	March
Year:	2016
Print Option:	Print Both Monthly and YTD
Include Unfounded:	No
Report Offenses:	Include All (1,2,3,4)
Attempted/Completed/NA:	Includes Attempted, Completed
City:	Ypsilanti Twp-YPT

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of March

Classification	Mar/2015	Mar/2016	%Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
10002 PARENTAL KIDNAPPING	1	1	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	2	3	50%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	2	1	-50%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	1	0	-100%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	1	2	100%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	0	0%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	1	1	0%
12000 ROBBERY	3	4	33.33%
13001 NONAGGRAVATED ASSAULT	43	32	-25.5%
13002 AGGRAVATED/FELONIOUS ASSAULT	19	20	5.263%
13003 INTIMIDATION/STALKING	1	7	600%
20000 ARSON	0	1	0%
21000 EXTORTION	0	0	0%
22001 BURGLARY -FORCED ENTRY	12	15	25%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	6	6	0%
23002 LARCENY -PURSES/NATCHING	0	0	0%
23003 LARCENY -THEFT FROM BUILDING	12	9	-25%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	4	20	400%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	4	0	-100%
23007 LARCENY -OTHER	8	6	-25%
24001 MOTOR VEHICLE THEFT	8	10	25%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	1	1	0%
25000 FORGERY/COUNTERFEITING	1	3	200%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	11	10	-9.09%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	5	14	180%
26005 FRAUD -WIRE FRAUD	1	1	0%
26007 FRAUD - IDENTITY THEFT	8	10	25%
26008 FRAUD - HACKING/COMPUTER INVASION	0	0	0%
27000 EMBEZZLEMENT	1	1	0%
28000 STOLEN PROPERTY	1	2	100%
29000 DAMAGE TO PROPERTY	20	43	115%
30001 RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002 RETAIL FRAUD -THEFT	7	14	100%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	19	18	-5.26%
35002 NARCOTIC EQUIPMENT VIOLATIONS	8	5	-37.5%
37000 OBSCENITY	0	1	0%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
52001 WEAPONS OFFENSE- CONCEALED	2	3	50%
52003 WEAPONS OFFENSE -OTHER	1	3	200%
Group A Totals	214	267	24.76%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of March

Classification	Mar/2015	Mar/2016	%Change
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	3	0%
26006 FRAUD -BAD CHECKS	0	3	0%
36004 SEX OFFENSE -OTHER	1	2	100%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	6	5	-16.6%
41002 LIQUOR VIOLATIONS -OTHER	1	3	200%
48000 OBSTRUCTING POLICE	8	3	-62.5%
49000 ESCAPE/FLIGHT	0	0	0%
50000 OBSTRUCTING JUSTICE	2	20	900%
53001 DISORDERLY CONDUCT	3	5	66.66%
53002 PUBLIC PEACE -OTHER	0	1	0%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	1	4	300%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	7	21	200%
55000 HEALTH AND SAFETY	5	1	-80%
57001 TRESPASS	1	0	-100%
58000 SMUGGLING	0	0	0%
61000 TAX/REVENUE	0	0	0%
63000 VAGRANCY	0	0	0%
70000 JUVENILE RUNAWAY	11	11	0%
73000 MISCELLANEOUS CRIMINAL OFFENSE	5	1	-80%
Group B Totals	51	83	62.74%
2800 JUVENILE OFFENSES AND COMPLAINTS	40	46	15%
2900 TRAFFIC OFFENSES	55	23	-58.1%
3000 WARRANTS	73	78	6.849%
3100 TRAFFIC CRASHES	107	94	-12.1%
3200 SICK / INJURY COMPLAINT	83	119	43.37%
3300 MISCELLANEOUS COMPLAINTS	668	724	8.383%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	1	1	0%
3500 NON-CRIMINAL COMPLAINTS	976	1043	6.864%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	1431	1120	-21.7%
3800 ANIMAL COMPLAINTS	90	56	-37.7%
3900 ALARMS	162	156	-3.70%
Group C Totals	3686	3460	-6.13%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	2	2	0%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4200 PARKING CITATIONS	1	3	200%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	2	2	0%
4500 MISCELLANEOUS A THROUGH UUUU	15	10	-33.3%
Group D Totals	20	17	-15%
5000 FIRE CLASSIFICATIONS	0	0	0%
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	2	0%
Group E Totals	0	2	0%
6000 MISCELLANEOUS ACTIVITIES (6000)	40	24	-40%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of March				
Classification	Mar/2015	Mar/2016	%Change	
6100 MISCELLANEOUS ACTIVITIES (6100)	99	97	-2.02%	
6300 CANINE ACTIVITIES	2	8	300%	
6500 CRIME PREVENTION ACTIVITIES	25	38	52%	
6600 COURT / WARRANT ACTIVITIES	0	1	0%	
6700 INVESTIGATIVE ACTIVITIES	5	3	-40%	
Group F Totals	171	171	0%	
City : Ypsilanti Twp Totals	4142	4000	-3.42%	

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through March

Classification	2015	2016	%Change
Group F Totals	0	0	0%
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	1	0%
10002 PARENTAL KIDNAPPING	1	1	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	8	7	-12.5%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	2	2	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	1	2	100%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	1	2	100%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	1	1	0%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	2	2	0%
12000 ROBBERY	6	11	83.33%
13001 NONAGGRAVATED ASSAULT	105	104	-0.95%
13002 AGGRAVATED/FELONIOUS ASSAULT	50	53	6%
13003 INTIMIDATION/STALKING	4	12	200%
20000 ARSON	0	5	0%
21000 EXTORTION	1	0	-100%
22001 BURGLARY -FORCED ENTRY	36	52	44.44%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	16	15	-6.25%
23002 LARCENY -PURSES/NATCHING	1	0	-100%
23003 LARCENY -THEFT FROM BUILDING	31	37	19.35%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	1	2	100%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	49	61	24.48%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	5	2	-60%
23007 LARCENY -OTHER	21	15	-28.5%
24001 MOTOR VEHICLE THEFT	20	28	40%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	3	3	0%
25000 FORGERY/COUNTERFEITING	4	8	100%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	20	27	35%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	19	27	42.10%
26005 FRAUD -WIRE FRAUD	2	1	-50%
26007 FRAUD - IDENTITY THEFT	20	27	35%
26008 FRAUD - HACKING/COMPUTER INVASION	0	1	0%
27000 EMBEZZLEMENT	1	9	800%
28000 STOLEN PROPERTY	4	4	0%
29000 DAMAGE TO PROPERTY	49	98	100%
30001 RETAIL FRAUD -MISREPRESENTATION	4	0	-100%
30002 RETAIL FRAUD -THEFT	17	33	94.11%
30003 RETAIL FRAUD -REFUND/EXCHANGE	1	1	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	38	50	31.57%
35002 NARCOTIC EQUIPMENT VIOLATIONS	15	16	6.666%
37000 OBSCENITY	0	2	0%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	1	0%
52001 WEAPONS OFFENSE- CONCEALED	7	9	28.57%
52003 WEAPONS OFFENSE -OTHER	2	3	50%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Group A Totals		568	735	29.40%
22003	BURGLARY - UNLAWFUL ENTRY (NO INTENT)	1	6	500%
26006	FRAUD -BAD CHECKS	0	4	0%
36004	SEX OFFENSE -OTHER	1	4	300%
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	11	11	0%
41002	LIQUOR VIOLATIONS -OTHER	2	9	350%
48000	OBSTRUCTING POLICE	17	18	5.882%
49000	ESCAPE/FLIGHT	2	0	-100%
50000	OBSTRUCTING JUSTICE	22	45	104.5%
53001	DISORDERLY CONDUCT	12	9	-25%
53002	PUBLIC PEACE -OTHER	1	1	0%
54001	HIT and RUN MOTOR VEHICLE ACCIDENT	3	11	266.6%
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	20	66	230%
55000	HEALTH AND SAFETY	6	4	-33.3%
57001	TRESPASS	3	0	-100%
58000	SMUGGLING	0	1	0%
61000	TAX/REVENUE	0	1	0%
63000	VAGRANCY	1	2	100%
70000	JUVENILE RUNAWAY	28	32	14.28%
73000	MISCELLANEOUS CRIMINAL OFFENSE	6	3	-50%
Group B Totals		136	227	66.91%
2800	JUVENILE OFFENSES AND COMPLAINTS	73	112	53.42%
2900	TRAFFIC OFFENSES	132	65	-50.7%
3000	WARRANTS	156	173	10.89%
3100	TRAFFIC CRASHES	366	301	-17.7%
3200	SICK / INJURY COMPLAINT	255	298	16.86%
3300	MISCELLANEOUS COMPLAINTS	1938	1952	0.722%
3400	WATERCRAFT COMPLAINTS / ACCIDENTS	3	4	33.33%
3500	NON-CRIMINAL COMPLAINTS	2517	2957	17.48%
3700	MISCELLANEOUS TRAFFIC COMPLAINTS	3079	2787	-9.48%
3800	ANIMAL COMPLAINTS	170	170	0%
3900	ALARMS	490	482	-1.63%
Group C Totals		9179	9301	1.329%
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	6	7	16.66%
4100	NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	3	0%
4200	PARKING CITATIONS	16	12	-25%
4300	LICENSE / TITLE / REGISTRATION CITATIONS	5	3	-40%
4500	MISCELLANEOUS A THROUGH UUUU	23	30	30.43%
Group D Totals		50	55	10%
5000	FIRE CLASSIFICATIONS	2	1	-50%
5100	18A STATE CODE FIRE CLASSIFICATIONS	1	2	100%
Group E Totals		3	3	0%
6000	MISCELLANEOUS ACTIVITIES (6000)	96	75	-21.8%
6100	MISCELLANEOUS ACTIVITIES (6100)	211	241	14.21%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through March

Classification	2015	2016	%Change
6300 CANINE ACTIVITIES	6	23	283.3%
6500 CRIME PREVENTION ACTIVITIES	70	80	14.28%
6600 COURT / WARRANT ACTIVITIES	4	5	25%
6700 INVESTIGATIVE ACTIVITIES	10	16	60%
Group F Totals	397	440	10.83%
City : Ypsilanti Twp Totals	10333	10761	4.142%



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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

WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, APRIL 19, 2016

5:00PM

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

1. ELECTED OFFICIALS ATTENDANCE, WORK HOURS AND TIME OFF POLICY
.....TRUSTEE STAN ELDRIDGE
2. AGENDA REVIEW SUPERVISOR STUMBO
3. OTHER DISCUSSION BOARD MEMBERS

CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

ELECTED OFFICIALS ATTENDANCE, WORK HOURS & TIME OFF POLICY

1. PURPOSE:

This policy is intended to provide a fair, consistent and transparent procedure that outlines the expectations and standards for all elected officials in regard to their attendance at both regularly scheduled and special meetings of the Charter Township of Ypsilanti Board of Trustees, as well as set the defined work hours for all full-time elected officials (specifically the positions of Township Supervisor, Township Clerk and Township Treasurer) and the manner in which their time off is allocated. In the case of a Special Meeting being called, proper notification shall be provided to all elected Board Members in order to hold them accountable to this policy. While the current State Law mandates a minimum posting time of least 18 hours prior to a Special Meeting, this policy shall require that the posting for all Special Meetings provide a minimum 72 hour notice to all elected Board Members so as to allow each Board Member to adjust their personal schedule and commitments to allow for their attendance. Any Special Meeting with less than 72 hours advance notice shall be exempt from the Attendance portion of this policy.

2. POLICY STATEMENT:

This policy shall establish the guidelines upon which decisions regarding all elected officials meeting attendance, as well as work hours and time off for full time elected officials, can be made by the full Board of Trustees for the Charter Township of Ypsilanti.

3. PRINCIPLES:

- A. To encourage all elected officials to attend as many meetings as possible, adhere to established township work hours and to follow established time off procedures. (All full time elected officials for the Charter Township of Ypsilanti shall follow the time off mandates as established by the most current contract between the Township and the local AFSCME bargaining unit. The amount of time off shall be based upon the elected official's consecutive years of service as an elected official with the Charter Township of Ypsilanti).
- B. To achieve a fair balance between an elected officials commitment to their elected position, their employment commitment outside of their elected position (unless elected to a full-time position) as well as their personal and community commitments.
- C. To consider each circumstance based upon all relevant information provided and to act fairly and without bias.
- D. To provide support, where appropriate, to assist elected officials with attendance barriers, for example; by providing the opportunity to participate in a meeting by the means of audio (phone) or audio-visual conferencing system or by providing advance notice of meeting schedules.

4. PROCEDURES:

A. Notification of a known absence

1. The elected official shall contact the Charter Township of Ypsilanti Supervisor's Office in advance of the scheduled start time of the meeting to advise the Supervisor of their impending absence. This contact shall be done either via an email to the Supervisor's Township email address, or via a text message to the Supervisor's Township owned cell phone. This manner of contact shall be mandated so that later documentation can be obtained or reviewed. A phone call can also be made to the Supervisor, however it does not alleviate the mandatory obligation of the elected official to send an email or text message.
2. If there is insufficient time to properly notify the Charter Township of Ypsilanti Supervisor's Office, and the missing elected official is seeking to have their absence deemed as "excused" they shall at the next scheduled meeting of the Charter Township of Ypsilanti Board of Trustees provide:
 - I. Both a verbal or written explanation to the Board of Trustees explaining the reason for the absence.
 - II. Any supporting documentation regarding their absence that provides clarification.
 - i. Failure to comply will constitute the absence to be listed as unexcused.
3. All full time elected officials for the Charter Township of Ypsilanti shall report for their scheduled work day within the hours as prescribed "open hours" of the township, as approved by the full Board of Trustees for the Charter Township of Ypsilanti. At present, those hours are 8:30am – 4:30pm, Monday through Friday. It is understood that there may be instances where these work hours vary, however those variances shall be approved by the full Board of Trustees prior to the hours being worked. Example of this could include collection periods, licensing events, elections, etc. Any hours worked outside of this established time frame shall mandate that the full time official present a time off request to the Human Resource Office, as those hours worked will not count towards the mandatory, and approved, 40 hour work week.
4. As noted in Section 3 (A) of this policy, time off accrual for Full Time Elected Officials will be guided by the most current local AFCSME contract with the Charter Township of Ypsilanti. The accrual rate shall be consistent with the consecutive years of service as a full time elected official with the Charter Township of Ypsilanti.
5. The standard 40 hour work week shall be the mandate for all full time elected officials, resulting in a total of 2,080 work hours during the course of a calendar year. Any time off of 4 hours or less will be deemed as a "half day", while any time off of more than 4 hours will be considered a "full day".

5. NON-PAYMENT TO AN ELECTED OFFICIAL:

Any elected official who fails to attend the minimum required regularly scheduled, or special, meetings as outlined below shall not be paid for the missed meeting. The time frame that will be used to dictate this process shall be a rolling 12-month schedule that will commence on the same day that the elected official begins their term of office.

The elected official shall maintain their office per State of Michigan Laws, however they will cease to be paid until they come into compliance regarding either their meeting attendance, adherence to the 40 hour work week and/or proper submittal of time off paperwork.

Any full time elected official who fails to work the mandated 40 hour work week and does not have the allotment of accrued hours in their time bank shall have their pay reduced in accordance with the time away from work.

6. MEETING ATTENDANCE REQUIREMENTS:

During the course of a calendar year, the Charter Township Board of Trustees meets regularly on the 1st and 3rd Tuesdays of the month for a total of 20 meetings. This total does not include special meetings that may be called.

- A. Unexcused Absences – Members will be allowed two (2) unexcused absences during a rolling 12 month period.
- B. Excused Absences – Members will be allowed three (3) excused absences during a rolling 12 month period.

In the case of an excused absence, it is understood that unforeseen circumstances may arise that could cause for this total to be exceeded. At that point, supporting documentation must be provided from the elected Board Member in violation of the attendance policy to the full Board of Trustees within seven (7) calendar days so that a review can be conducted to determine if an exception exists. This documentation shall be provided to the Supervisor within the time limit listed above and the Supervisor shall disseminate it to the remaining Board Members within twenty four (24) hours of receipt.

7. AMENDMENTS:

No amendments shall be made to this policy without the express approval of a super majority of the full Charter Township Board of Trustees. Thus, changes in any way to this policy shall require the approval of at least five (5) of the current seven (7) elected Board Members and that approval must take place at a regularly scheduled public meeting of the Charter Township of Ypsilanti Board of Trustees so that the public has prior notification of any such pending changes and also the opportunity to provide public comment.

8. EFFECTIVE DATE:

This policy shall become effective on June 7, 2016 with implementation to commence immediately.

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



Charter Township of Ypsilanti

Clerk's Office

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

TO: Charter Township of Ypsilanti Board Members

FROM: Karen Lovejoy Roe, Clerk, Ypsilanti Township Board of Trustees

Date: Thursday, April 14, 2016

RE: Trustee Eldridge's draft **Elected Officials Attendance, Work Hours & Time Off Policy**

I just wanted to take a moment and share my thoughts as requested regarding the Draft Policy Trustee Eldridge developed and distributed for our review at the board meeting on [Tuesday, April 5, 2016](#).

Background/Trustees Salary

A new policy was requested by a Township resident, who was very concerned about the absence of a Trustee for over a year that was still receiving a salary from the township. The general consensus of the board was that a change should be made in regards to how the Trustees were paid before the next election so that a Trustee could not receive pay for not attending meetings. It was also shared that over the years several Trustees that missed many meetings were also paid during the time of long absences. The board did not discuss a comparable problem with the full time elected officials currently or in the past.

Policy Review

The draft policy does not provide a solution to the problem for Trustees missing meetings and still receiving their complete salary. The plan and policy presented by Trustee Eldridge revolves around discussion about excused and unexcused meeting absences that may lead to a reduction in salary but only after the board determines a Trustee should not be paid.

This proposal would allow the board members to determine the salary of trustees when meetings are missed by either voting to excuse or not excuse absences. The policy is flexible and is tied to a vote of the board for excusing absences and therefore allows the Board of Trustees to change the salary during the term of office, which is not permitted.

Special Meetings

The proposed policy would allow Trustees to miss special board meetings unless the meetings were scheduled 72 hours in advance without financial penalty. If Trustees are paid per meeting this language would not be needed.

Background/Fulltime Officials

There was no background information regarding the proposed language or discussion in reference to the full time elected officials. The language in the draft policy that is applicable to the full time elected officials sounds like it would be cumbersome. There has not been a problem currently or in the past with long-term absence of a full time elected official.

Duties and Responsibilities of Full time Elected Officials

It may be helpful to increase the understanding of the amount and types of work and the delivery of services that the full time officials provide to our residents. The draft policy reveals a need to provide information of the elected officials role in the community, their statutory duties, the depth and complexity of employee issues the elected officials deal with and the relationships the elected officials have in many county and regional organizations representing Ypsilanti Township. Ypsilanti Township is a large urban township that is impacted by county, regional, state and federal organizations and our residents depend on the full time elected officials to represent them at all levels. The township officials could improve our communications with our trustees and build a bridge of better understanding of the statutory and other services and duties we collectively provide. It may also help to approve MTA training for our Trustees. Supervisor Stumbo and I have attended MTA training in regards to roles and responsibilities of elected officials.

Serving in both capacities of Supervisor and Clerk, both Supervisor Stumbo and I fully recognize through our experiences in these two positions that it is impossible to serve our residents and the needs of the positions in only 40 hours per week and only during 8:30am-4:30pm. The work hours vary almost daily. The proposed policy for the full time elected officials is founded on a 40-hour workweek and any hours over 40 would require permission from the board before working and also permission would be required to work outside of the 8:30am-4:30pm suggested mandated parameters. Most days both the Supervisor and myself work well past 4:30 and many times we are both here until 7pm. If we attend neighborhood watch meetings we don't get home until around 8:30pm. During the times of elections up to a month or more before the elections long hours are required, way beyond the 40-hour limitation that is set by the policy. For the elections I conduct Election Inspector Training and several of those sessions are in the evenings to accommodate the schedules of Inspectors that work during the day. On a typical election day, we begin at 5am and with an election with no problems we finish around midnight. During the elections with higher turnouts we will go to at least 2am and on some Presidential elections we have not ended until 4am. Statutorily both the Treasurer and Clerk offices are required to be open at specific times related to elections and tax collections. The draft policy would not allow us to do so without permission of the board. This part of the policy that is in direct conflict with the state statutes should

not be adopted.

All three of our offices receive many emails, telephone calls and walk ins from our residents on a daily basis. We also attend many meetings internally and externally leaving shorter hours during the day to answer calls and emails and manage our offices. It is efficient to work after the building is closed to answer the emails and calls daily that were delivered while in meetings. Many times it is necessary to do so, if we are to return calls/emails on the same day they are received, which is our goal. Also it is helpful to residents who call after hours to have their calls answered.

The draft language for the full time elected officials requires prior notification and approval for hours worked outside of 8:30-4:30, limiting us to a 40-hour work week. The proposed policy states that even if hours are approved by the board to be worked outside of the 8:30am-4:30pm restriction these hours could not be counted towards the new policy mandated required annual hours. To require the full time officials to ask permission to work more than 40 hours would be cumbersome. We would need to present the additional hours at a board meeting, which in some cases is only once a month. It is difficult to visualize a procedure that would work to enforce the prior notification requirement. Many times we do not know of a required meeting or a need to work outside of the allocated time until the same week or sometimes the same day. Also included is time off language that reduces the full time officials pay by 4 hours if only taking 30 minutes off from the 40 hour required work week. The time off limits for partial days off is much more restrictive than the policy for our management employees.

Effective Date

The proposed Policy language would change the salary of both the trustees and the full time elected officials therefore the Policy as presented could not be effective until the new term in office, beginning [November 20](#), 2016 not [June 7](#), 2016, if adopted and found to be legal.

Super Majority Votes

On the proposal that would allow the board to adopt a policy with a simple majority, and then require a super majority to change it conflicts with my views and values related to majority rule and democracy. To my knowledge no prior board has ever voted on a policy, or rules, resolutions or simple motions that would require a super majority to change or amend a prior board action. Times change and there may be a need to change a policy. I certainly appreciate that fact that other boards have not voted to require a super majority on any issues this board or the prior boards I have served on over the years have voted on.

Foundation of Policy

It would be helpful to understand the basis for presenting this policy to the board that did not include either a per diem or a per meeting rate for Trustees and requires the fulltime officials to seek approval from the board to meet the statutory requirements of their respective positions to work more than 40 hours a week, and to limit the hours in the day when their work can be handled.

I appreciate the opportunity to share my thoughts, as requested by Trustee Eldridge, regarding his proposal and look forward to dialogue with all of you regarding such. I also want to thank Trustee Eldridge for working on this policy as a place to begin.

Michigan Township Association Review

The proposed policy was sent to MTA for review of the legal status. MTA has responded and MTA's response is also in the board packet for discussion at our Work Session on Tuesday, April, 14, 2016.

Zimbra**lgarrett@ytown.org**

Fwd: Elected officials attendance/work hours and time off policy-Ypsilanti Township

From : Karen Lovejoy Roe
<klovejoyroe@ytown.org>

Thu, Apr 14, 2016 04:51 PM

 1 attachment

Subject : Fwd: Elected officials
attendance/work hours and
time off policy-Ypsilanti
Township

To : Lisa Garrett
<lgarrett@ytown.org>

From: "Catherine Mullhaupt"
<catherine@michigantownships.org>
To: "Karen Lovejoy Roe" <klovejoyroe@ytown.org>
Cc: "Cindy Davis" <cindy@michigantownships.org>,
"Michael Selden" <michael@michigantownships.org>
Sent: Thursday, April 7, 2016 2:51:45 PM
Subject: RE: Elected officials attendance/work
hours and time off policy-Ypsilanti Township

Karen:

See my responses in your message below, along with the attached information packet. Note that this is not intended as a legal opinion, and the township board should consult with its attorney/law firm for specific guidance.

Catherine A. Mullhaupt
Staff Attorney, Member Information Services
Michigan Townships Association

(517) 321-6467 Fax: (517) 321-8908

Email: catherine@michigantownships.org

Twitter: @MITownships

MTA Member Information Services staff are regularly available Monday through Friday, 8 a.m. to 5 p.m., to answer your questions.

The information contained in this email is provided solely for a general informational purpose and should not be interpreted as legal advice. MTA encourages township officials to consult with their legal counsel on questions of law. MTA reserves the right to distribute this information.

MTA Mission: The Michigan Townships Association advances local democracy by fostering township leadership and public policy essential for a strong and vibrant Michigan.

-----Original Message-----

From: Karen Lovejoy Roe

[mailto:klovejoyroe@ytown.org]

Sent: Wednesday, April 06, 2016 4:01 PM

To: Catherine Mullhaupt

<catherine@michigantownships.org>

Cc: Cindy Davis <cindy@michigantownships.org>;

Michael Selden <michael@michigantownships.org>;

Karen Lovejoy Roe <klovejoyroe@ytown.org>; Lisa

Garrett <lgarrett@ytown.org>

Subject: Elected officials attendance/work hours and time off policy-Ypsilanti Township

Hello Catherine,

Please find attached a draft policy that the Ypsilanti Township Board is reviewing regarding elected officials salary, time off, work hours and attendance.

Ypsilanti Township is a Charter Township with a population of over 50,000.

I have a few questions that I hope you can help with regarding the draft policy:

1. Is it legal for the township board to adopt a policy that sets the hours the elected officials, specifically the Supervisor, Clerk and Treasurer (all are fulltime positions at Ypsilanti Township) are required to work each day, including starting and ending time, and to reduce salaries based on not working the 40 hour work week and/or not having vacation time (determined by the policy) to cover the time out of the office on the hours the board has set per policy?

A. A township board member cannot be required to serve a specific set of hours to perform the statutory duties of the office. The office of township board member is an elective office just like the office of Governor or the President. A township board member holds office 24 hours a day, 365 days out of the year.

The salary of a township board office (supervisor, clerk, treasurer or trustee) as established in the salary resolution of the office cannot be reduced during the term of office. So a township board member's salary cannot be "docked" or reduced because the office-holder does not serve a specified number of hours.

Individual board members may choose to agree to serve a certain number of hours, but they cannot be disciplined or have their salary reduced if they don't follow through.

The exception is where an individual board member has agreed to be given an "additional, non-statutory duty" by the board.

Here is a link to the MTA webpage on Additional, Non-Statutory Duties:

<https://www.michigantownships.org/members/topic.asp?tpt=tv&tid=252&v=p>

2. Is it legal for the township board, once a policy is adopted by the township board determining the daily work hours(if legal to set such a policy), to require the full time elected officials: Supervisor, Clerk and Treasurer, to request approval from the complete township board to vary hours of work for such things as elections, tax collections, etc. even though these are statutorily required duties of one's office, collecting taxes and running elections?

A. A township board cannot mandate hours for election-related statutory duties or for tax collecting statutory functions. I would have to know more to say anything more specific.

3. Is it legal for the township board to adopt a policy that determines the accrual of vacation time and the amount of time off (out of office) and also base the amount of time out of the office for vacation days upon the number of consecutive years an elected official has been in office, similar to the language found in the union contract for a bargaining unit within the township? For example if you have been elected more years consecutively you would receive more paid time off.

A. As mentioned above, a township board member, even if appointed to township board office, is an elective office-holder, just like the President or

Governor. They hold the office 24 hours a day, 7 days a week, 365 days a year. They do not have vacation time or leave time. They are legally entitled to the salary of the office as established in the salary resolution for that office regardless of what hours they put in. Even if a township board member was in the unfortunate situation of being in a coma, he/she would be legally entitled to the salary of the office.

Any compensation for additional, non-statutory duties is separate, and can depend on the person who is performing the additional duties being present or actually performing the duties.

4. Is it legal to include language in a township board adopted policy that would establish that if an elected official, Supervisor, Clerk and Treasurer, take one hour off out of the office they be required to use 1/2 day of "vacation time" or if it is more than 4 hours they must use a full day of vacation time? (of course if the answer to question 3 is no, then this question does not need to be answered)

A. See above.

5. Is it legal for the township board to adopt a policy along with adopting a salary resolution for trustees that would reduce the salary of the trustees if they miss a certain number of meetings, some excused (notification required before meeting) and some not excused (did not notify) and also allow the board upon request to have the board vote to excuse an absence of a meeting therefore the board would decide on an individual request to reduce or not reduce a trustees salary?

A. No. The salary of the office established in the

salary resolution for that office cannot be reduced during the term of office.

Trustees may be paid salary or a meeting stipend to attend board meetings (per meeting or per diem) or a combination of both. Any meeting stipend is completely separate from the salary resolution, and the trustees are only paid for those meetings that they attend.

6. What would you suggest as the best way to insure that an elected official Supervisor, Clerk, Treasurer or Trustee is not paid for not working or not attending meeting?

A. I'm not sure I understand the question.

7. Is it legal for the board to adopt a policy by a majority of the board present at a meeting but to require a change to the adopted policy to require a super majority (5 out of 7 board members) to change or abolish a policy?

A. It would depend on the "policy," but yes, I believe a township board could impose on itself a stricter majority to change an internal administrative policy.

I know this email includes a lot of questions and will take some time to answer, so I apologize for the length and number of the questions but I really don't know how else to find answers as our board reviews the draft policy. Thank you so much for talking with me today.

With kindest regards, Karen

Karen Lovejoy Roe
Clerk
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197
734.484.4700
klovejoyroe@ytown.org<mailto:klovejoyroe@ytown.org>
For Ypsilanti Township News go to
www.ytown.org<<http://www.ytown.org>> Ypsilanti Township
Homepage - <http://ytown.org>

 **Compensation Packet.pdf**
254 KB

Setting Compensation for Elected Officials

January 2015

Catherine Mullhaupt
MTA Member Information Director

1. Township Board Resolution and Referendum

- ▶ Michigan law provides that, in townships where the township board has not passed a resolution to hold an annual meeting, the township board may set salaries of township officials by **salary resolution**. (MCL 41.95(3))
- ▶ Attorney General Opinion 6422 of 1987 requires the township board to adopt a separate resolution for each official.

1. Township Board Resolution and Referendum

- ▶ A township board resolution to increase salaries is subject to referendum if a citizen petition, signed by at least 10 percent of the registered township electors, is filed with the township clerk within 30 days after the township board passes the resolution to increase salaries.
- ▶ If a petition is filed with the township clerk, the township board must call a special election and submit the question to the voters.

1. Township Board Resolution and Referendum

- ▶ The electors' authority to vote is limited to the salary question only. The electors do not have the authority to determine non-taxable fringe benefits or whether the township will participate in a pension plan.

1. Township Board Resolution and Referendum

- ▶ If the voters approve the resolution, the officer receives the salary increase.
- ▶ If the resolution is not approved, the official's salary reverts to the salary for that office in effect before the township board adopted the resolution.
- ▶ The salary is adjusted as of the date the board of canvassers certifies the election results.

2. Electors at the Annual Meeting

- ▶ Public Act 187 of 1988 eliminated the requirement that general law townships hold an annual meeting of the electors.
- ▶ However, if the township board adopts a resolution to hold an annual meeting and has not created a compensation commission—or the voters reestablished the annual meeting by ballot question—then the electors at the annual meeting are authorized to set the salaries of the township supervisor, clerk and treasurer and trustees who are paid by salary (MCL 41.95).

2. Electors at the Annual Meeting

- ▶ If the township compensates trustees on a per diem or per meeting basis, the compensation is established by township board action and is not subject to annual meeting authority.
- ▶ The electors at the annual meeting are not authorized to set the salaries for any other official or employee of the township. In addition, the electors have no authority to decide fringe benefits for any township official or employee, including board members.

2. Electors at the Annual Meeting

- ▶ It is the opinion of MTA Legal Counsel that if a township holds an annual meeting, the township is required to pass a **salary resolution** for each of the four board positions (if the trustee position is paid salary) at least 30 days prior to the date set for the annual meeting.
- ▶ The resolutions may provide that salaries remain the same during the ensuing fiscal year or that salaries for some or all offices be increased during the ensuing fiscal year.
- ▶ The resolutions may also provide for a reduction in the salaries of board members to commence with the beginning of the next term of office.

2. Electors at the Annual Meeting

- ▶ The resolutions must be adopted by the township board at least 30 days prior to the date set for the annual meeting.
- ▶ The resolutions must state the date within the next fiscal year upon which the salaries shall be effective.

2. Electors at the Annual Meeting

- ▶ The electors at the annual meeting may alter the amount of the salary established by township board resolution.
- ▶ Because state law prohibits reducing an elected official's salary during the official's term of office, the electors may only alter this resolution by approving an alternative salary amount that is equal to or greater than the salary authorized the prior year.
- ▶ If the electors fail to act on the salary resolution, the officers are entitled to the salaries established in the resolution.

3. Salary Compensation Commission

- ▶ Establishing a compensation commission to set the salaries of elected officials is another option available to both charter and general law townships. (MCLs 41.95 and 42.6a)
- ▶ If a compensation commission is created, neither the township board nor the electors at the annual meeting determine the salaries of any elected officials, although the township board can determine any per diem or per meeting compensation.

3. Salary Compensation Commission

- ▶ In both charter and general law townships, a township board intending to create a compensation commission must do so by adopting an ordinance by resolution and determining the date for convening the commission.
- ▶ Township electors have 60 days following the effective date of the ordinance to file a petition for referendum on establishing the commission with the township clerk containing signatures of at least 5 percent of the township's registered electors.

3. Salary Compensation Commission

- ▶ If a petition is filed, an election must be called in accordance with Michigan general election laws. If there is no general election to be held within the time normally required for notices and registration, the township board must call a special election on the question.
- ▶ When a petition is filed with the township clerk, determinations made by the commission are not effective until the township's electorate votes to approve the ordinance establishing the commission at an election.

3. Salary Compensation Commission

- ▶ **Membership:** 5 township electors, chosen by the supervisor and confirmed by a majority of the township board. Must be appointed within 30 days after the effective date of the ordinance.
- ▶ Officers or employees of the township, and immediate family members of an officer or employee cannot be appointed.
- ▶ MTA Legal Counsel recommend interpreting this provision broadly to exclude any person connected with any other governmental unit or agency, as well as the township. Immediate family members include spouse, father, mother, children, grandparents and grandchildren.

3. Salary Compensation Commission

- ▶ **Term of office:** 5 years (except the first appointments of a new commission are staggered).
- ▶ Members must be appointed within 30 days after a term expires or a vacancy occurs.
- ▶ In a charter township, members must be appointed prior to October 1 of the year of the appointment.

3. Salary Compensation Commission

- ▶ **Functions:** Meets up to 15 days per year, only during odd-numbered years. So the commission's determinations should cover a 2-year period.
- ▶ MTA recommends that the ordinance specify whether the commission is authorized to decide whether incremental increases will be authorized at various times during the two-year period.
- ▶ The commission's authority does not extend to per diem/per meeting compensation or to other benefits or reimbursement rates.

3. Salary Compensation Commission

- ▶ **Functions:** The commission must make its salary determinations within 45 days of its first meeting—UNLESS two-thirds of the township board votes to reject them. If that happens, the salaries do not change.
- ▶ A township board could choose to accept one or more recommendations and reject others. A simple majority vote is sufficient to accept; the 2/3 vote is required to reject any or all recommendations.
- ▶ Determinations are effective 30 days after they are filed with the township clerk—BUT salaries are not effective until the beginning of the next fiscal year.

Issues to Consider

- ▶ **Decreases in salary:**
- ▶ State law states that the salary of an elected official cannot be decreased during the official's term of office, unless the duties of the office have been diminished and the official consents in writing to the reduction.
- ▶ But a salary may be reduced, without those requirements, beginning with the next term of office.

Issues to Consider

- ▶ **Trustee pay:**
- ▶ Trustees may be paid by salary, OR by per diem/per meeting stipend (“meeting pay”), OR both. (MCLs 41.95 and 42.6)
 - “Per diem” = Paid once for the day (*no matter how many meetings*) (Attorney General Opinion 5273 of 1978)
 - “Per meeting” = Paid for each separate meeting (*even if multiple meetings on one day*)
- ▶ Note that a township supervisor, clerk or treasurer cannot be paid additional compensation to attend township board meetings.

Issues to Consider

- ▶ **Board Member Compensation for Other Meetings:**
- ▶ Township board members may be paid to attend meetings that are not township board meetings, IF the township board has authorized such pay.
 - Township board member on PC or ZBA (or other statutory body) → You must be paid what the other members are paid, if they are paid.
 - Township committees → You may (NOT must) be paid, according to township board policy.
 - Attending meetings that you don't serve on (observing county commission, road commission, etc.) → You may (NOT must) be paid, according to township board policy.

Issues to Consider

- ▶ **Board Member Compensation for Additional, NON-Statutory Duties:**
- ▶ Michigan law allows township boards to assign additional, non-statutory duties to township board members and to authorize payment for those services, as the township board deems reasonable.
([MCL 41.96](#))

Additional, Non-Statutory Duties

- ▶ The Incompatible Public Offices Act, Public Act 566 of 1978 states that a public officer shall not hold two or more incompatible offices at the same time. (MCL 15.182)
- ▶ “Incompatible offices” are public offices held by a public official that, when the official is performing the duties of any of the public offices held by the official, result in:
 - 1) the subordination of one public officer to another;
 - 2) the supervision of one public office by another; or
 - 3) a breach of duty of public office. (MCL 15.181(b)) [i.e., conflict of interest]
- ▶ Since the township board is the employer, any employment position with the township would result in that position being subordinate to and under the supervision of the township board.

Additional, Non-Statutory Duties

- ▶ The Contracts of Public Servants with Public Entities Act, PA 317 of 1968 (MCL 15.321, et seq.), prohibits, among other things, a public servant from being a party, directly or indirectly, to any contract between himself or herself and the public entity of which he or she is an officer. (MCL 15.322(1))

Additional, Non-Statutory Duties

- ▶ But Public Act 9 of 1992 amended the Contracts of Public Servants with Public Entities Act, and PA 10 of 1992 amended the Incompatible Public Offices Act so that, in a township with a population of less than 25,000, the township board MAY authorize a township official to:
 - Perform additional services for the township *that would otherwise be incompatible*
 - Serve in an emergency medical services position
 - Serve as a part-time or on-call firefighter who is not:
 - 1) the fire chief (*unless the township has a population of less than 3,000; PA 196 of 2011*),
 - 2) a full-time firefighter, or
 - 3) a person who negotiates with the township on behalf of the firefighters.

Additional, Non-Statutory Duties

- ▶ Note that townships with a population of 25,000 or more—there are 31 as of the 2010 Census—cannot assign to a township board member additional duties that would result in an incompatible office, which includes any employment position, even the positions of emergency medical services personnel or firefighter.

Additional, Non-Statutory Duties

- ▶ A township board is never required to give a board member additional duties, and many township boards feel it is inappropriate to do so.
- ▶ However, some townships with small populations have a limited pool of candidates who are qualified, available and willing to serve the township as on-call firefighters, EMTs or in other township positions. PAs 9 and 10 were enacted to help remedy that situation.

Additional, Non-Statutory Duties

- ▶ In *Burton Township v Speck*, (1 Mich. App. 339, 1965; affirmed 378 Mich. 213, 1966), the Michigan Court of Appeals determined that state law vests wide latitude in township boards to decide not only what services are compensable, but also to determine the amount of compensation.
- ▶ MTA Legal Counsel strongly suggest that any additional duties taken on by board members be explicitly authorized by board action only after the board has determined that no incompatibility of offices exists.

Understanding **Compensation** for Township Officials and Employees



Prepared by the

Michigan Townships Association

P.O. Box 80078
Lansing, MI 48908-0078
www.michigantownships.org

Revised June 2014

Table of Contents

Introduction	3
Elected Official's Salaries	3
1. Township Board Resolution and Referendum	3
Resolution to Establish Township Officers Salary (<i>no annual meeting</i>)	4
2. Electors at the Annual Meeting	5
The Politics of Public Officials' Salaries	5
Resolution to Establish Township Officers Salary (<i>with annual meeting</i>) ..	7
3. Salary Compensation Commission	8
Establishing a Salary Compensation Commission	8
Commission Membership	8
Authority	9
Meeting Schedule	9
Determination of Salary Compensation Commission / Effective Date	9
Board Member Compensation Issues	10
Separating the Supervisor / Assessor Salary	10
Decreases in Salary	11
Paying Trustees	11
Per Diem vs. Per Meeting Compensation	12
Board Member Compensation for Other Meetings	12
Board Member Compensation for Additional (Non-Statutory) Duties	12
A Note on Additional Duties and Incompatible Offices	13
Compensating Non-Elected Officials and Employees	14
Compensating Deputies	14
Compensating Non-Elected Officials	14
Compensating Employees	15
Payment of Wages	16
How often must a township official or employee be paid?	16
Is it illegal to pay officials or employees in advance?	16
Can a township board authorize retroactive payment of salary for services already rendered?	16

Introduction

While some townships have fewer employees and a less complicated organization and structure than others, all township board members are directly involved in compensation issues. Keeping up with changing laws affecting the workplace can be a full-time job for all townships. The job of setting salaries and keeping apprised of changing federal and state laws often falls on the shoulders of the elected township officials. This material was prepared to serve as a guide and to assist township officials with making some of these compensation decisions.

Elected Officials' Salaries

Setting the salaries of township officials is a political issue for elected officials and residents alike. It is also a sensitive issue for employers and employees. Experienced township officials know that laws governing the setting of salaries are not always clear. Quite often, townships are faced with vague and conflicting statutes.

This first section will address the various methods by which salaries may be set in general law and charter townships. Each method has its own procedural requirements and limitations, as well as advantages and disadvantages.

1. Township Board Resolution and Referendum

Michigan law provides that, in townships where the township board has not passed a resolution to hold an annual meeting, the township board may set salaries of township officials by resolution. (MCL 41.95(3)) Attorney General Opinion 6422 of 1987 requires the township board to adopt a separate resolution for each official. See page 2 for sample salary resolutions where no annual meeting is held.

A township board resolution to increase salaries is subject to referendum if a citizen petition, signed by at least 10 percent of the registered township electors, is filed with the township clerk within 30 days after the township board passes the resolution to increase salaries. If a petition is filed with the township clerk, the township board must call a special election and submit the question to the voters.

If the voters approve the resolution, the officer receives the salary increase. It is important to note the electors' authority to vote is limited to the salary question only. The electors do not have the authority to determine non-taxable fringe benefits or whether the township will participate in a pension plan.

If the resolution is not approved, the official's salary reverts to the salary for that office in effect before the township board adopted the resolution. The salary is adjusted as of the date the board of canvassers certifies the election results.

RESOLUTION TO ESTABLISH TOWNSHIP OFFICERS SALARY

This resolution is used when **NO ANNUAL MEETING** is held.

A separate resolution must be adopted for each office (Attorney General Opinion 6422).

WHEREAS, according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for officers composing the township board shall be determined by the township board, and

WHEREAS, the township board deems that an adjustment in the salary of the office of (*supervisor, clerk, treasurer OR trustee*) is warranted in consideration of (*the increase in the cost of living and/or additional responsibilities taken by the supervisor, clerk, treasurer OR trustee*) since township board members' salaries were last adjusted, now

BE IT RESOLVED, that as of (*effective date*), the salary of the office of (*supervisor, clerk, treasurer OR trustee*) shall be as follows:

Supervisor: \$_____ salary (not directly performing assessing)
\$_____ salary if properly certified as assessor and directly performing assessing

OR:

Clerk: \$_____ salary

OR:

Treasurer: \$_____ salary

OR:

Trustee: \$_____ (*If paid by salary. Per diem/per meeting compensation is NOT subject to the annual meeting.*)

The foregoing resolution offered by board member _____.

Supported by board member _____.

Upon a roll call vote, the following voted: ___Aye ___No.

The supervisor declared the resolution adopted.

_____, Clerk

NOTE: This resolution uses **optional two-part salary language** that a board may choose to adopt. If a board does not use the two-part salary format, it should adopt a single, fixed salary per office.

This resolution assumes that there is no annual meeting. It assumes that there is no salary compensation commission established by MCL 41.95(4).

Pursuant to MCL 41.95(7), a salary resolution cannot result in a reduction of salary during an official's term of office unless the responsibilities and requirements of that office are diminished, and the official agrees in writing to that reduction.

If, within 30 days after the township board votes, a petition signed by 10% of the qualified electors of the township is filed requesting that the question be submitted to the electorate, the township board shall call a special election and submit the question of salary to the electors.

Revised by MTA Staff, January 2009

2. Electors at the Annual Meeting

Public Act 187 of 1988 eliminated the requirement that general law townships hold an annual meeting of the electors. However, if the township board adopts a resolution to hold an annual meeting and has not created a compensation commission, the electors at the annual meeting are authorized to set the salaries of the township supervisor, clerk and treasurer and trustees who are paid by salary (MCL 41.95). If the township compensates trustees on a per diem or per meeting basis, the compensation is established by township board action and is not subject to annual meeting authority.

The electors at the annual meeting are not authorized to set the salaries for any other official or employee of the township. In addition, the electors have no authority to decide fringe benefits for any township official or employee, including board members.

It is the opinion of MTA Legal Counsel that if a township holds an annual meeting, the township is required to pass a salary resolution for each of the four board positions (if the trustee position is paid salary) at least 30 days prior to the date set for the annual meeting. This resolution may provide that salaries remain the same during the ensuing fiscal year or that salaries for some or all officials be increased during the ensuing fiscal year; it may also provide for a reduction in the salaries of board members to commence with the beginning of the next term of office.

The resolution must be adopted by the township board at least 30 days prior to the date set for the annual meeting. The resolution must state the date within the next fiscal year upon which the salaries shall be effective. Sample salary resolutions for townships holding an annual meeting are located on page 5.

The electors at the annual meeting may alter the amount of the salary established by township board resolution. Because state law prohibits reducing an elected official's salary during the official's term of office, the electors may only alter this resolution by approving an alternative salary amount that is equal to or greater than the salary authorized the prior year. If the electors fail to act on the salary resolution, the officers are entitled to the salaries established in the resolution.

Assuming that the compensation established by the electors was properly adopted, the township board does not have the authority to override the electors' decision on compensation made at an annual meeting. For instance, if the electors at the annual meeting determine the salaries of certain board members will be frozen at current levels while the salaries of other officials will be increased, the township board cannot increase the frozen salaries of the board members at a subsequent township board meeting.

The Politics of Public Officials' Salaries

Some township officials have experienced annual meetings where a few township residents routinely reject salary increases proposed in the board's resolution and thus freeze the salaries of township board members or authorize only a small increase. Their reasons may vary. Some residents simply do not want to pay for higher salaries; others may bear a political or personal grudge against township board members. In addition, the average

township resident may have little knowledge as to the elected officials' duties. Consequently, the citizens may have no reason to support any proposed salary increase. This may be particularly true when little explanation is offered as to why salary increases were requested in the first place.

How can a township board gain the support of the electors for salary increases? Admittedly, there is little a township board can do to change the minds of those electors who vote down salary increases on principle. However, many citizens are willing to listen to sound reasons as to why a salary increase is reasonable.

Educating township residents before the township board's salary resolution is altered by the electors at the annual meeting goes a long way toward gaining the electors' support. Township residents should be informed about the duties of each township official, the time involved in carrying out the duties of the office, including after-hours commitments, the overall township operations, salaries of other officials in similar townships, any major and minor achievements of the township board during the past year and the history of salary increases (or lack thereof) for township officials. You may think of other items to add to the list.

Information about township board accomplishments can be made available at the township hall and annual meeting. If the township has a regular newsletter circulated to township residents that contains information about township events, information about township achievements and challenges can also be included. However, the township official must walk a fine line between informing township residents and crusading for a higher salary through the township newsletter.

RESOLUTION TO ESTABLISH TOWNSHIP OFFICERS SALARY

This resolution is used when **HOLDING AN ANNUAL MEETING**.

A separate resolution must be adopted for each office (Attorney General Opinion 6422).

WHEREAS, MCL 41.95 authorizes the township board of _____ Township to determine the salaries for the offices of supervisor, clerk, treasurer, and trustee for fiscal year _____ by adopting a resolution at least 30 days prior to the township annual meeting of the electors, and

WHEREAS, the township board deems that an adjustment in the salary of the office of (*supervisor, clerk, treasurer OR trustee*) is warranted in consideration of (*the increase in the cost of living and/or additional responsibilities taken by the supervisor, clerk, treasurer OR trustee*) since township board members' salaries were last adjusted, now

BE IT RESOLVED, that as of (*effective date in next fiscal year*), the salary of the office of (*supervisor, clerk, treasurer OR trustee*) shall be as follows:

Supervisor: \$_____ salary (not directly performing assessing)
\$_____ salary if properly certified as assessor and directly performing assessing

OR:

Clerk: \$_____ salary

OR:

Treasurer: \$_____ salary

OR:

Trustee: \$_____ (*If paid by salary. Per diem/per meeting compensation is NOT subject to the annual meeting.*)

BE IT ALSO RESOLVED, that this resolution shall be submitted to the electors at the annual meeting to be held on _____, at which time the electors may modify these amounts. Pursuant to MCL 41.95(7), such modification(s) that may be made by the electors cannot result in a reduction of salary during an official's term of office unless the responsibilities and requirements of that office are diminished, and the official agrees in writing to that reduction. In the event that the electors fail to act on this resolution, the officer shall be entitled to the salary as established in this resolution, in accordance with state law.

BE IT FURTHER RESOLVED, that this resolution, adopted on _____, is properly adopted by _____ Township Board at least 30 days prior to the annual meeting, as required by law.

The foregoing resolution offered by board member _____.

Supported by board member _____.

Upon a roll call vote, the following voted: ___Aye ___No.

The supervisor declared the resolution adopted.

_____, Clerk

NOTE: This resolution uses **optional two-part salary language** that a board may choose to adopt. If a board does not use the two-part salary format, it should adopt a single, fixed salary per office.

This resolution assumes that there is no salary compensation commission established by MCL 41.95(4).

Pursuant to MCL 41.95(7), such modification(s) that may be made by the electors cannot result in a reduction of salary during an official's term of office unless the responsibilities and requirements of that office are diminished, and the official agrees in writing to that reduction.

Revised by MTA Staff, January 2009

3. Salary Compensation Commission

Establishing a compensation commission to set the salaries of elected officials is another option available to charter and general law townships. (MCLs 41.95 and 42.6a) If a compensation commission is created, neither the township board nor the electors at the annual meeting determine the salaries of any elected officials, although the township board can determine any per diem or per meeting compensation.

Establishing a Salary Compensation Commission

In both charter and general law townships, a township board intending to create a compensation commission must do so by adopting an ordinance by resolution and determining the date for convening the commission. Township citizens have 60 days following the effective date of the ordinance to file a petition for referendum on establishing the commission with the township clerk containing signatures of at least 5 percent of the township's registered electors.

If a petition is filed, an election must be called in accordance with Michigan general election laws. If there is no general election to be held within the time normally required for notices and registration, the township board must call a special election on the question. When a petition is filed with the township clerk, determinations made by the commission are not effective until the township's electorate votes to approve the ordinance establishing the commission at an election.

The Charter Township Act provides that the procedure for establishing compensation may be changed by ordinance after one year following the effective date of the initial ordinance. MTA has interpreted this statute to mean that the township's procedures, outlined in its ordinance creating the commission, may be modified, or the commission can be abolished by the township board after one year.

To abolish the compensation commission, a township could repeal the ordinance that created the commission and then publish the repealing ordinance. For both charter and general law townships, an argument can be made that repealing the ordinance is subject to referendum, as was the original ordinance, and the repeal could be rejected by the electors at the polls.

Commission Membership

In both charter and general law townships, a compensation commission is comprised of five township electors, chosen by the supervisor and confirmed by a majority of the township board. Each term of office is for five years, except for the first appointed members. Each of these members serve one, two, three, four and five years, respectively, and must be appointed within 30 days after the effective date of the township ordinance establishing the commission.

After the commission is established in a general law township, members must be appointed within 30 days after a term expires or a vacancy occurs. In a charter township, compensation commission members must be appointed prior to October 1 of the year of the appointment.

An officer or employee of a governmental agency or unit and immediate family members of an officer or employee shall not be appointed to the commission (MCLs 41.95 and 42.6a). MTA interprets this provision broadly to exclude any person connected with any other governmental unit or agency, as well as those connected with the township. Immediate family members include spouse, father, mother, children, grandparents and grandchildren. If there any doubts about an individual becoming a member of the commission due to a possible conflict of interest, MTA recommends the membership issue be resolved against the person serving as a member.

Authority

The key to an effective compensation commission is to include in the compensation commission ordinance such items as the procedural rules to be followed, as well as the limitations and authorities of the commission, or to require the commission itself to establish these rules. Procedural rules should address the meeting times and locations, what constitutes a quorum (a majority of the total membership), what records and/or testimony will be reviewed in making a decision, whether or not the commission will follow *Robert's Rules of Order* or other parliamentary procedures, the requirement that any meeting will comply with the Open Meetings Act and any other matters concerning procedure.

Meeting Schedule

Since a compensation commission can meet no more than 15 days a year and only during odd-numbered years, the commission's determinations should cover a two-year period. MTA recommends the ordinance specify whether the commission is authorized to decide whether incremental increases will be authorized at various times during the two-year period.

The compensation commission can only determine the salaries of the elective offices and not per diem compensation. If certain elected officials will be compensated on a per diem basis, MTA legal counsel recommends the ordinance specify the commission's authority does not extend to elected officials who are paid on a per diem or per meeting basis.

Determination of Salary Compensation Commission / Effective Date

The commission is required to make its salary determinations within 45 days of its first meeting, and its determinations are effective 30 days after they are filed with the township clerk. This provision does not necessarily mean the salaries are effective on that 30-day date; the salaries are effective at the beginning of the next fiscal year.

State law provides the decision is final 30 days after it has been filed with the township clerk unless two-thirds of the township board (four on a five-member board or five on a seven-member board) rejects the salary determination. If the township board rejects a determination, the salary of that office remains the same.

The township board is not required to accept the commission's determinations as a package. The board could choose to reject one or more recommendation or reject all of the determinations. A two-thirds vote of the township board is required to reject any or all of the commission's determinations. Any determination not rejected by the township board stands as determined by the commission.

There are advantages and disadvantages to instituting a formal compensation commission. Proposed salary increases may be politically acceptable to township residents since the commission is comprised of unaffected township taxpayers. In addition, the fact that individuals are appointed to the commission on a staggered basis offers continuity in the decision-making process.

On the other hand, a township board is limited to accepting or rejecting the recommendations of the compensation commission. If the board rejects the commission's proposals, the board members continue to receive the current salary. There is no authority for the electors or the township board to take any other action to increase salaries. In deciding whether or not to establish a compensation commission, the board should recognize that commission members bring with them their own biases and prejudices in terms of functions they feel are most important for the success of the township. There are no guarantees that salaries established by a compensation commission will be any more just or equitable than salaries determined by the electors or by the board itself.

However, careful selection of residents who are recognized for fairness and are also not politically aligned will generally result in salaries the entire community can accept. Compensation commission members should be oriented to the duties of each township officer, including time spent serving the public. If commission members do not have an overall understanding of township operations, the commission may be ineffective. Since a compensation commission meets every two years, there may be a lack of flexibility and immediacy in salary decisions.

Board Member Compensation Issues

Separating the Supervisor/Assessor Salary

Why do many townships split the salary of the township supervisor for assessing and non-assessing duties?

If certified as an assessor at the proper level for the township, the supervisor has the statutory duty of assessor. If not properly certified, the supervisor is the chief assessing officer, but does not assess. MTA recommends separating the salary received by the supervisor for assessing and non-assessing duties for purposes of economy and efficiency. This kind of compensation arrangement gives townships the necessary authority and flexibility to regulate the salary of the supervisor who subsequently may not perform assessing duties.

The language of the split salary resolution can be similar to the following:

"BE IT RESOLVED, that as of (effective date), the salary of the supervisor shall be as follows:

\$_____ base salary (not currently certified as assessor at proper level)

\$_____ salary if currently certified as assessor at proper level."

The split salary establishes a higher level of compensation for a supervisor who performs assessing duties and a lower level of compensation for a supervisor who does not assess.

Should there be a mid-term change, either in the office of supervisor or in the supervisor's certification, the proper salary rate can be paid.

Without such a split salary, a supervisor whose salary level was based on his or her certification as an assessor—and who subsequently is not longer properly certified—cannot have his or her salary adjusted down to recognize the reduced workload unless the supervisor agrees to the reduction in writing.

Townships wishing to establish two separate salaries for performing the supervisor's non-assessing and assessing duties should not simply designate a specific amount to be paid to the supervisor and another to be paid to whomever does the assessing. The attorney general has determined that a township supervisor cannot receive additional compensation that is not included in the salary resolution for that office for performing assessing duties (Attorney General Opinion 6083 of 1982).

Township officials should be aware that action to split the salary must be made prior to the beginning of the term of office. Otherwise, it is inappropriate for a township to establish a supervisor's salary and subsequently attempt to decrease that salary because the official does not qualify to perform assessing duties. Without the prior adoption of the split salary resolution, it would be illegal to decrease the salary of the office of supervisor during that official's term of office, unless the supervisor consents to the reduction in writing.

If the salary is split, it is still considered one salary for the purpose of salary increases, according to MTA legal counsel. It is illegal for an official to receive two separate salaries for performing the functions of his or her office.

Decreases in Salary

State law provides that the salary of an elected official cannot be decreased during the official's term of office, unless the duties of the office have been diminished and the official consents in writing to the reduction. However, the salary of a township board member could be reduced beginning with the next term of office.

Paying Trustees

Trustees in either a general law or charter township may draw both salary and per diem or per meeting compensation for performing statutorily related duties.

For general law townships, MCL 41.95(2) states, "A trustee may receive, in addition to the annual salary for his or her service to the township, a sum for each meeting of the board actually attended by the trustee, as established by the township board, to be paid upon authorization of the township board. The supervisor, clerk and treasurer shall receive no additional compensation for attending meetings of the township board."

The Charter Township Act states, "A trustee may receive, in addition to other emoluments provided by law for his service to the township, a sum per meeting of the board actually attended by him, as established by the township board to be paid upon authorization of the board" (MCL 42.6). MTA interprets this provision to allow a trustee of a charter township to be paid on a per meeting basis for attending township board meetings in addition to a base annual salary when authorized by the township board.

It should be noted that the Charter Township Act specifically directs that a township supervisor, clerk and treasurer cannot receive any additional compensation for attending township board meetings (MCL 42.6).

The township board could choose to limit the number of meetings per day for which a trustee could be compensated. This policy should be established prior to the trustee attending any meetings, however.

Per Diem vs. Per Meeting Compensation

Occasionally, confusion arises regarding the use of per diem and per meeting compensation when determining compensation to be paid for attending township meetings. Per meeting compensation is simply compensating an official for the number of meetings attended.

The attorney general has advised that the definition of per diem is compensation to be paid for a day (Attorney General Opinion 5273 of 1978). Pursuant to that opinion, it is inappropriate to compensate a township official more than one per diem per day for attending township meetings. However, MTA believes that an official could receive one or more per meeting compensations per day for attending one or more township meetings. The township board can limit the number of meetings per day for which an official could be compensated. The policy should be instituted prior to an official attending the meetings.

Board Member Compensation for Other Meetings

For general law townships, MCL 41.95(2) states, "The supervisor, clerk and treasurer shall receive no additional compensation for attending meetings of the township board."

The Charter Township Act specifically directs that a township supervisor, clerk and treasurer cannot receive any additional compensation for attending township board meetings (MCL 42.6).

However, a township official may draw per diem or per meeting compensation, in addition to receiving a base annual salary, for attending meetings that are not meetings of the township board. For example, the township clerk who is a member of the planning commission may be paid for serving on that commission and also draw his or her regular salary as an official.

Board Member Compensation for Additional (Non-Statutory) Duties

Michigan law allows township boards to assign additional, non-statutory duties to elected township officials and to authorize payment for those services as the township board deems reasonable (MCL 41.96).

In *Burton Township v Speck*, (1 Mich App 339, 1965; affirmed 378 Mich 213, 1966), the Michigan Court of Appeals determined that state law vests wide latitude in township boards to decide not only what services are compensable but also to determine the amount of compensation.

Before an official can be compensated for performing any non-statutory related duties, the township board must review the additional duties of the official. MTA attorneys strongly

suggest that any additional duties taken on by board members be explicitly authorized by board action only after the board has determined that no incompatibility of offices exists.

A Note on Additional Duties and Incompatible Offices

Note that townships with a population of 25,000 or more cannot assign additional duties to a township board member that would constitute an incompatible office or a contract with the township. Townships under 25,000 in population may assign additional duties that would constitute an incompatible office or a contract with the township, subject to three exceptions.

The Incompatible Public Offices Act, Public Act 566 of 1978 (MCL 15.181, *et seq*), states that a public officer shall not hold two or more incompatible offices at the same time. (MCL 15.182) "Incompatible offices" are public offices held by a public official which, when the official is performing the duties of any of the public offices held by the official, results in: (1) the subordination of one public officer to another; (2) the supervision of one public office by another; or (3) a breach of duty of public office. (MCL 15.181(b)) Since the township board is the employer, any employment position with the township would result in that position being subordinate to and under the supervision of the township board.

The Contracts of Public Servants with Public Entities Act, PA 317 of 1968 (MCL 15.321, *et seq*), prohibits, among other things, a public servant from being a party, directly or indirectly, to any contract between himself or herself and the public entity of which he or she is an officer. (MCL 15.322(1)).

However, Public Act 9 of 1992 amended the Contracts of Public Servants Act and PA 10 of 1992 amended the Incompatible Public Offices Act to create the following exceptions to allow a township board member to be assigned an additional duty that would otherwise not be allowed under those acts:

In a township with a population of less than 25,000, the township board may authorize a township official to perform other additional services for the township such as emergency medical services personnel or part-time or on-call firefighter. However, a township official may not serve as fire chief (*unless the township has a population of less than 3,000; PA 196 of 2011*) a full-time firefighter, or as a person who negotiates with the township on behalf of the firefighters.

A township board is never required to give a board member additional duties, and many township boards feel it is inappropriate to do so. However, some townships with small populations have a limited pool of candidates who are qualified, available and willing to serve the township as on-call firefighters, EMTs or in other township positions. PAs 9 and 10 were enacted to help remedy that situation.

Compensating Non-Elected Officials and Employees

Fortunately for township officials, state law is neither as explicit nor as confusing regarding compensation for non-elected officials and employees. Note that all of the following (deputies, members of statutory or advisory boards and commissions, and employees) are considered employees in the context of paying wages and reporting and withholding appropriate payroll taxes.

Compensating Deputies

State law provides that each township supervisor may appoint a deputy supervisor, and each township clerk and treasurer is required to appoint a deputy clerk and deputy treasurer, respectively, to assist them in carrying out the duties of their offices.

The township board is authorized to determine whether the compensation of the deputy supervisor, deputy clerk or deputy treasurer will be paid by salary or by some other method, as well as the level of compensation.

As employees of the township, deputies are paid from the general fund of the township, not by the officer who appointed the deputy.

The manner of compensating deputies varies from township to township, as some deputies are full-time employees, while other deputies hold the title but perform few regular duties. As a general rule, deputies that are primarily clerical employees are subject to the Fair Labor Standards Act and are usually compensated on an hourly basis. Deputies that fill in for the elected official during absences and act on an irregular basis are usually compensated with an annual salary commensurate with the normal and customary amount of time spent filling in for the elected official.

Compensating Non-Elected Officials

Compensation for members of statutory township boards and commissions, such as a planning commission, zoning board, zoning board of appeals, board of review, or fire/police administrative board, etc., is guided by the statute that authorizes the specific board or commission.

For example, the Michigan Planning Enabling Act states, "Members of a planning commission may be compensated for their services as provided by the legislative body." (MCL 125.3823)

The Michigan Zoning Enabling Act states, "A member of the zoning board of appeals may be paid a reasonable per diem and reimbursed for expenses actually incurred in the discharge of his or her duties." (MCL 125.3601)

Township boards should refer to the authorizing statute for any board or commission before establishing compensation for that body.

Advisory committees or bodies established by the township board (not by statute) may be compensated as determined by the township board.

Compensating Employees

As a general rule, compensation for employees is determined solely by the township board. While there are some exceptions for employees who are not under the direct supervision of the board, most salaries and hourly wages are determined by the board in the budget process. Because employee compensation can often comprise 60 to 80 percent of the budget, salary determinations should be a major focus in budget development.

Salaries and wages in smaller townships are often reviewed annually on a case-by-case basis. In larger townships with many employees, the board may adopt a compensation system that incorporates a salary range for different job classifications. Under such a merit system, the board does not decide individual salaries, but adjusts the overall compensation levels for changes in the prevailing wages paid in the labor market for similar positions. A merit system attempts to also maintain salary equity among township employees as well.

A philosophical argument often arises over salaries: Should the board attempt to pay employees the lowest wages possible, in order to keep personnel costs at a minimum, or should the board attempt to keep employee compensation equitable with the labor market? This issue has no right answer, but townships do need to balance economy with the costs incurred from turnover, lower morale, the possibility of union representation, and an inability to attract and retain good employees.

Modern personnel administration places great importance on establishing compensation levels that are equitable with the labor market (what other employers pay employees with similar positions) and that maintain “internal equity” among the various township offices. Internal equity means that positions within the township that require similar training, education and place similar demands on employees are paid similar wages. And, where positions in the township have differing requirements and demands, the compensation differential between those positions commensurately reflects the difference in job requirements.

Job requirement factors that are often considered in establishing compensation include:

- education and work experience necessary to perform the job,
- interpersonal and communication skills,
- written communication skills,
- supervisory or managerial responsibility,
- job complexity,
- impact on township programs, services and operations,
- demands for mental concentration,
- physical demands, and
- adverse working environment.

Payment of Wages

How often must a township official or employee be paid? Is it permissible to pay an official or employee once a year, twice a year or some other frequency?

There is a great deal of misunderstanding surrounding the frequency of payment for township officials as well as township employees. Many townships pay their cemetery sexton, volunteer firefighters and other individuals on a biannual or annual basis. Many employers may not realize that Public Act 390 of 1978, MCL 408.471, et seq., governs the payment of wages for all employers in Michigan. This act regulates the time and manner of payment of wages and fringe benefits to employees, requires certain recordkeeping procedures and prescribes penalties and remedies for non-compliance.

The major provisions of the act as they relate to the payment of wages are as follows:

- An employer who has established a regularly scheduled weekly or bi-weekly payday is in compliance if wages are paid to the employee on the established regularly recurring payday, and the payday occurs within 15 days after the work period ends.
- An employer who has established a monthly payday will be in compliance provided that the employee receives payment on or before the first day of each calendar month of all wages earned during the preceding calendar month.
- An employer may pay wages to employees more often than required but not less than at least once a month.

Townships are strongly encouraged to become familiar with the requirements of this act. Who is considered an employee for the purposes of this act? The statute provides that employee means “an individual employed by an employer.” The Michigan Department of Licensing and Regulatory Affairs (LARA) has advised that elected officials and independent contractors are not covered by PA 390. Appointed officials and employees of the township are covered by the act, however. The LARA will rely upon the rulings of the U.S. Department of Labor when questions arise regarding the status of individuals as bona fide independent contractors, volunteers and employees of the township.

Is it illegal to pay officials or employees in advance?

Yes, it is illegal to pay employees or officials in advance of completion of their duties. MCL 750.490 directs that it is illegal to loan monies to anyone or to any organization from public funds. Since an official or employee has not yet earned the money, paying in advance would be considered a loan.

Can a township board authorize retroactive payment of salary for services already rendered?

It is illegal to authorize retroactive payment of salary to elected officials, other public officers, agents or contractors of a township. It is **not** illegal to retroactively pay employees.

The 1963 Constitution, Article 11, Section 3, says, "Neither the Legislature nor any political subdivision of this state shall grant or authorize extra compensation to any public officer, agent or contractor after the service has been rendered or the contract entered into."

But, according to Attorney General Opinions 4818 of 1974 and 6329 of 1985, the 1908 Constitution specifically added the word "employee" in that section. Then the Constitutional Convention of 1961 specifically removed the word "employee" with the intention of removing employees from the prohibition on "the gratuitous grant of further compensation to contractors, agents and officers of the government after the fact." (2 Official Record, Constitutional Convention 1961, p. 2493.)

Also according to Attorney General Opinion 4818 of 1974, the attorney general has determined there is no "extra compensation" within the meaning of Section 3 where an increase in compensation is paid prospectively and not retroactively, pursuant to agreement. An incremental salary contract for a public official, entered into prior to the performance of the services and providing for additional compensation at set intervals during the contractual period, is valid.

It should be noted that under MCL 141.431, a provision is made for recovery of public monies that are found to be illegally expended: "The attorney general or the prosecuting attorney shall institute civil action in any court of competent jurisdiction for the recovery of any public monies, disclosed by any examination to have been illegally expended." (Attorney General Opinion 6329 of 1985).

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD
MEETING AGENDA

OTHER DISCUSSION

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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

REGULAR MEETING AGENDA

TUESDAY, APRIL 19, 2016

7:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
4. CONSENT AGENDA
 - A. MINUTES OF THE APRIL 5, 2016 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR APRIL 19, 2016 IN THE AMOUNT OF \$1,580,730.55
 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR MARCH 2016 IN THE AMOUNT OF \$58,278.15
 3. CHOICE HEALTH CARE ADMIN FEE FOR FEBRUARY 2016 IN THE AMOUNT OF \$1,207.50
 - C. MARCH 2016 TREASURER'S REPORT
5. SUPERVISOR REPORT
 - A. PROCLAMATION IN HONOR OF CHEMICAL AWARENESS WEEK MAY 8-14, 2016
 - B. PROCLAMATION IN HONOR OF MULTIPLE CHEMICAL SENSITIVITY AWARENESS WEEK MAY 8-14, 2016
6. CLERK REPORT
7. TREASURER REPORT
8. TRUSTEE REPORT
9. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

OLD BUSINESS

1. 2ND READING OF RESOLUTION 2016-02, PROPOSED ORDINANCE 2016-457, AN ORDINANCE AMENDING THE CHARTER TOWNSHIP OF YPSILANTI ZONING CODE SIGN ORDINANCE NO. 74
(1ST READING HELD AT MARCH 15, 2016 REGULAR MEETING)

2. REQUEST AUTHORIZATION TO REVOKE THE CLASS C LIQUOR LICENSE HELD BY LAS DOS FUENTES FOR USE AT 1960 WHITTAKER RD.
(PUBLIC HEARING HELD AT THE APRIL 5, 2016 REGULAR MEETING)

NEW BUSINESS

1. BUDGET AMENDMENT #7
2. REQUEST TO APPROVE THE USE OF AN EXISTING CLASS C LIQUOR LICENSE TRANSFERRED FROM THE CITY OF ANN ARBOR TO AK12, LLC LOCATED AT 1828 WHITTAKER RD. AND TO WAIVE THE \$1,000.00 LICENSE TRANSFER APPLICATION FEE
3. REQUEST OF NEXUS GAS TRANSMISSION TO SURVEY TOWNSHIP OWNED PROPERTY K-11-23-200-001
4. REQUEST TO SUPPORT THE YPSILANTI TOWNSHIP PARK COMMISSION'S SMOKE FREE PARKS PUBLIC HEARING ON MONDAY, MAY 2, 2016 AT 6:30PM AT 7200 S. HURON RIVER DR. AND TO HELP PUBLICIZE THE HEARING
5. REQUEST BY THE YPSILANTI TOWNSHIP PARK COMMISSION FOR THE CREATION OF A JOINT YPSILANTI TOWNSHIP PARK COMMISSION/TOWNSHIP BOARD COMMITTEE FOR THE PURPOSE OF REVIEWING PROPOSALS TO LEASE YPSILANTI TOWNSHIP BASEBALL FIELDS
6. REQUEST AUTHORIZATION TO SIGN PURCHASE AGREEMENT WITH DTE ENERGY FOR THE CONVERSION OF TWO HUNDRED TWENTY-THREE (223) MERCURY VAPOR AND HIGH PRESSURE SODIUM STREETLIGHTS TO LED IN THE AMOUNT OF \$61,938.00 BUDGETED IN LINE ITEM #101-956-000-926-050
7. REQUEST AUTHORIZATION TO SIGN PURCHASE AGREEMENT WITH DTE ENERGY FOR THE INSTALLATION OF ONE (1) OVERHEAD FED 65 WATT AUTOBAHN LED WITH BLACK HOUSING MOUNTED ON A 6' ARM ATTACHED TO AN EXISTING WOOD POLE IN THE AMOUNT TO BE LOCATED AT THE CORNER OF CLARK RD. AND RIDGE RD. IN THE AMOUNT OF \$1,060.82 BUDGETED IN LINE ITEM #101-956-000-926-050
8. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR AUTHORIZATION TO SELL A 1999 FREIGHTLINER TRUCK (FORMERLY KNOWN AS RESCUE 14-1) IN THE AMOUNT OF \$10,000.00
9. REQUEST TO SET PUBLIC HEARING FOR MAY 17, 2016 AT APPROXIMATELY 7:00PM FOR THE CREATION OF A STREETLIGHT SPECIAL ASSESSMENT DISTRICT FOR THE WASHTENAW BUSINESS PARK AND HURON CENTER

OTHER BUSINESS

PUBLIC COMMENTS

CONSENT AGENDA

CHARTER TOWNSHIP OF YPSILANTI

MINUTES OF THE APRIL 5, 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, Treasurer Larry Doe and Trustees: Stan Eldridge, Scott Martin, Mike Martin

Members Absent: Trustee Jean Hall Currie

Legal Counsel: Wm. Douglas Winters

PRESENTATION OF MICHIGAN MUNICIPAL LEAGUE DIVIDEND

Judith Thomson-Torosian, MML stated Ypsilanti Township has been a long term loyal member of the MML Liability and Property Pool. She reported that the township has received a dividend check for \$22,267.00 which is from a post renewal surplus.

PUBLIC HEARING

A. 7:00PM - CONSIDERATION OF THE REVOCATION OF THE CLASS C LIQUOR LICENSE HELD BY LAS DOS FUENTE, LLC FOR USE AT 1960 WHITTAKER RD (PUBLIC HEARING SET AT THE MARCH 1, 2016 REGULAR MEETING)

Mike Radzik, OCS Director explained the process of the Public Hearing and that the Board will hear from witnesses. He explained the board would make a decision at the next board meeting.

CONSENT AGENDA

A. MINUTES OF THE MARCH 1, 2016 WORK SESSION AND REGULAR MEETING

CHARTER TOWNSHIP OF YPSILANTI
APRIL 5, 2016 WORK SESSION MINUTES
PAGE 2

B. MINUTES OF THE MARCH 15, 2016 WORK SESSION AND REGULAR MEETING

C. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR YEAR END APRIL 5, 2016 IN THE AMOUNT OF \$1,279,421.22**

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. BUDGET AMENDMENT #6

Supervisor Stumbo explained budget amendment #6.

Jeff Allen, Residential Services Director explained the budget amendment for a proposed new chipping truck. He stated that the repairs for the current truck have been adding up over the last couple of years. He said the safety of the truck has also been an issue. Jeff Allen suggested that the old truck be trade in for \$8500.00 credit towards the new truck. Wayne Dudley, Public Services Superintendent, suggested we put the old truck up for sale and said if it doesn't sell by the time the new truck arrives it could be traded in.

Supervisor Stumbo questioned if there were bids on this purchase. Jeff Allen said that when the Township joined MITN, bids were covered and with MITN it would also be the best price for this truck.

2. RESOLUTION 2016-13, AMENDING PROFESSIONAL SERVICE FEES FOR TOWNSHIP, ATTORNEY, PLANNER, ENGINEER AND FIRE DEPARTMENT TO INCLUDE SMOKING LOUNGES

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 5, 2016 WORK SESSION MINUTES
PAGE 3**

Mike Radzik, OCS Director explained the structure for fees regarding smoking lounges. He said \$200.00 is for the License and Application fee, Planners fee of \$90.00 per hour, and Building Inspection fee of \$50.00 per inspection.

3. REQUEST OF MICHAEL SARANEN, HYDRO OPERATIONS FOR APPROVAL OF RENEWABLE ENERGY CREDITS PURCHASE AND SALE AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF YPSILANTI AND THE FORD LAKE HYDRO STATION AND TO AUTHORIZE SIGNING OF THE AGREEMENT

Michael Saranen explained the process of renewable energy credits.

4. REQUEST OF ANGIE VERGES, RECREATION SUPERINTENDENT TO ACCEPT THE 2016 BUILDING HEALTHY COMMUNITIES GRANT FROM THE MICHIGAN RECREATION AND PARK ASSOCIATION IN THE AMOUNT OF \$34,000.00 AND TO AUTHORIZE SIGNING OF THE PARTNERSHIP AGREEMENT

5. REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR FOR AUTHORIZATION TO ENTER INTO NEGOTIATIONS FOR THE SALE OF TOWNSHIP OWNED PARCELS K-11-14-484-012 AND K-11-14-484-014

Supervisor Stumbo stated that when the Township sells land and if the land is to be built on that it should be an owner/occupied home.

6. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR 2016 LOCAL SUBDIVISION ROAD TREE REMOVAL PROJECT IN THE AMOUNT OF \$20,000.00 BUDGETED IN LINE ITEM #101-956-000-926-100 WITH 50% OR \$10,000.00 TO BE REIMBURSED TO THE TOWNSHIP AFTER NOVEMBER 1, 2016

Supervisor Stumbo stated this program removes dead trees throughout the township.

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 5, 2016 WORK SESSION MINUTES
PAGE 4**

- 7. REQUEST FOR AUTHORIZATION TO SIGN PURCHASE AGREEMENT WITH DTE FOR PURCHASE OF ONE (1) 135 WATT AUTOBAHN LED STYLE FIXTURE WITH BLACK HOUSING MOUNTED ON A 17'6" ARM MOUNTED ON A NEW WOOD POLE IN THE AMOUNT OF \$1,693.02 TO BE LOCATED AT THE CROSSWALK AT TEXTILE RD. AND LAKE DR. BUDGETED IN LINE ITEM #101-956-000-926-050**

Supervisor Stumbo stated that the Township would pay DTE to install a street light to improve the safety at the crosswalk.

- 8. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 1745 HEATHERRIDGE ST. AND 2720 WASHTENAW AVE. IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

Mike Radzik, OCS Director explained that the owners of 1745 Heatherridge are deceased and the property is vacant. Mr. Radzik said that Habitat may be interested in this property. Mr. Radzik stated 2720 Washtenaw was the address for a smoking lounge that had numerous code violations. Mr. Radzik said Alex Mamo, Chief Building Official and Eric Copeland, Fire Chief went to inspect the property and the owner of the smoking lounge would not allow Mr. Mamo in the building which was a violation of state law.

- 9. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE SUPERIOR TOWNSHIP FIRE DEPARTMENT AND ITS REGIONAL PARTICIPATING PARTNERS FOR THE 2015 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM FOR THE ACQUISITION OF AN AERIAL APPARATUS**

Eric Copland, Fire Chief explained that the Regional Partnership that Ypsilanti Township belongs to had applied for grants over the past 3 years.

CHARTER TOWNSHIP OF YPSILANTI
APRIL 5, 2016 WORK SESSION MINUTES
PAGE 5

- 10. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE VAN BUREN TOWNSHIP FIRE DEPARTMENT AND ITS REGIONAL PARTICIPATING PARTNERS FOR THE 2015 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM FOR THE PURCHASE OF THE TWENTY-SEVEN (27) SELF CONTAINED BREATHING APPARATUS'S WITH A 10% CONTRIBUTION REQUIRED FROM THE TOWNSHIP IN THE AMOUNT OF \$16,779.00 BUDGETED IN LINE ITEM #206-970-000-979-005**
- 11. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR AUTHORIZATION TO PURCHASE A CHIPPER TRUCK CHASSIS FROM WOLVERINE TRUCKING THROUGH THE MICHIGAN INTER-GOVERNMENTAL TRADE NETWORK IN THE AMOUNT OF \$84,329.00 AND ONE (1) ARBORTECH WIDE CHIP BOX FROM CANNON TRUCK EQUIPMENT THROUGH MIDEAL CONTRACT NUMBER 071B2200263 IN THE AMOUNT OF \$20,746.00 AND A CONTINGENCY AMOUNT OF \$5,000.00 FOR ANY UNFORESEEN MISCELLANEOUS ITEMS FOR A TOTAL AMOUNT OF \$109,805.00 BUDGETED IN LINE ITEM #226-226-000-985-000**
- 12. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO ADVERTISE AND INTERVIEW POTENTIAL CANDIDATES FOR VACANT ACT 54 INSPECTOR POSITIONS**

Mike Radzik, OCS Director explained the different type of inspectors working in the Township. Mr. Radzik stated that currently there were 3 vacant inspector positions. Mr. Radzik said that due to the plans to inspect apartments and the increase with building activity in the township it was necessary to fill these positions. Mr. Radzik stated he was asking to do the interview process and that he would come back to the board if he found appropriate candidates, for approval to hire.

CHARTER TOWNSHIP OF YPSILANTI
APRIL 5, 2016 WORK SESSION MINUTES
PAGE 6

OTHER DISCUSSION

Trustee Eldridge stated that he along with Trustee S. Martin looked at leasing proposals for township baseball fields. Trustee Eldridge said they met with both groups who had interest in leasing the fields. Trustee Eldridge attended the Park Commission Meeting where the Park Commission requested a joint committee of the Park Commission and Township Board be formed to work on leasing the fields.

Trustee Eldridge stated that he along with Trustees S. Martin and M. Martin were asked by Township Officials to develop a draft for a policy that would outline what the expectations were for the elected Board members attendance, work hours, time off issues, etc. Trustee Eldridge stated he had distributed a draft policy to the board tonight and requested it to be reviewed at the next board meeting on Tuesday, April 19, 2016.

Supervisor Stumbo stated that the Racer Trust property was still moving forward and she would keep the board updated when available.

The Board adjourned the work session meeting at approximately 6:20 p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 5, 2016 REGULAR MEETING

Supervisor Stumbo called the meeting to order at approximately 7:00pm 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, Mike Martin, Scott Martin

Members Absent: Trustee Jean Hall Currie

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARING

**A. 7:00PM – CONSIDERATION OF THE REVOCATION OF THE CLASS C LIQUOR
LICENSE HELD BY LAS DOS FUENTE, LLC FOR USE AT 1960 WHITTAKER RD
(PUBLIC HEARING SET AT THE MARCH 1, 2016 REGULAR MEETING)**

Supervisor Stumbo declared the Public Hearing open at 7:03 pm and asked if the petitioners were present.

Attorney Angela King appearing for the Township stated prior to the hearing she provided the representatives of the license holder copies of all the exhibits that she will present this evening. Attorney King asked the gentlemen to identify themselves. They identified themselves as Alsermo Arellano of Cincinnati, OH and Martin Alvaerec of Ypsilanti, Michigan.

Attorney King questioned Michael Radzik, OCS Director regarding the documents that had been issued to Las Dos Fuente LLC. She presented Exhibit #1, #2, #3, #4, #7, #9, #14, #15, and #17 and Mr. Radzik explained what each were. Attorney King moved to admit all the exhibits that Mr. Radzik had testified to. There were no objections. Mr. Arellano and Mr. Alvaerec had no questions for Mr. Radzik.

Attorney King asked William Elling, Ordinance Administrator about Exhibit #5, #6, #8, #13, and #16. Attorney King moved to admit all the exhibits that Mr. Elling had testified to. There were no objections.

Attorney King asked Joseph Lawson, Director of Planning for Ypsilanti Township about Exhibit #11 & #12. Attorney King moved to admit the exhibits that Mr. Lawson had testified to. There were no objections.

Attorney King asked Alex Mamo, Chief Building Official for Ypsilanti Township about Exhibit #10 & #18. Attorney King moved to admit the exhibits that Mr. Mamo had testified to. There were no objections.

Supervisor Stumbo asked Mr. Arellano and Mr. Alvaerec if they had any objections and they said they did not.

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

Attorney King stated to the board that she did not have any other witnesses to present on behalf of the Township.

Supervisor Stumbo asked Mr. Arellano and Mr. Alvaerac if they would like to address the Board. Mr. Arellano explained that he had spoken with his father and his father wanted him to apologize to the Board. Mr. Arellano stated that his father had purchased the building and the contractor he hired took advantage of him. Mr. Arellano said that his father is trying to finish this project himself without taking out any loans. He also stated that his father is a diabetic and is now blind from the disease. Mr. Arellano said he will explain these proceedings to his father.

A court stenographer was present during this hearing.

Supervisor Stumbo closed the Public Hearing at 7:55pm.

PUBLIC COMMENTS

Ms. Kaiser, Township Resident would like to thank YCUA for making sure the water was not backing up on her street, she also thanked Waste Management, especially Jerry her specific waste collector, who she saw picking up pieces of garbage that the wind had blown throughout her neighborhood and that he retrieved. Ms. Kaiser also asked about getting her neighbors a copy of the Helpful Handbook that the township mailed out at the beginning of the year.

Mr. Lyle Tindall, Township Resident, complained that Budget Towing towed his motorcycle away and Budget Towing damaged his yard. Mr. Radzik will follow up with Mr. Tindall.

CONSENT AGENDA

- A. MINUTES OF THE MARCH 1, 2016 WORK SESSION AND REGULAR MEETING
- B. MINUTES OF THE MARCH 15, 2016 WORK SESSION AND REGULAR MEETING
- C. STATEMENTS AND CHECKS
 - 1. STATEMENTS AND CHECKS FOR APRIL 5, 2016 IN THE AMOUNT OF \$1,279,421.22

A motion was made by Treasurer Doe, supported by Trustee S. Martin to approve the Consent Agenda

The motion carried unanimously.

CHARTER TOWNSHIP OF YPSILANTI
APRIL 5, 2016 REGULAR BOARD MEETING MINUTES
PAGE 3

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated that they had a padlock case involving a property on Woodlawn Ct. that was raided and had evidence of being a meth house and involved removal of two minor children. Attorney Winters also stated that they had another incident with an apartment above a business on McCartney where illegal weapons were found when the apartment was evacuated.

Attorney Winters stated that the new owners of Gault Village had not addressed any of the issues with the shopping center. He said that a retaining wall has crumbled and the backyards of residents are now exposed to the alley.

Supervisor Stumbo asked Attorney Winters what we could do for the residents that are affected by the crumbled retaining wall. He stated that it was his priority number one for getting it resolved.

NEW BUSINESS

1. BUDGET AMENDMENT #6

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Budget Amendment #6 (see attached).

The motion carried unanimously.

2. RESOLUTION 2016-13, AMENDING PROFESSIONAL SERVICE FEES FOR TOWNSHIP, ATTORNEY, PLANNER, ENGINEER AND FIRE DEPARTMENT TO INCLUDE SMOKING LOUNGES

A Motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve the Resolution 2016-13, Amending Professional service fees for Township, Attorney, Planner, Engineer and Fire Department to include Smoking Lounges(see attached).

The motion carried unanimously.

3. REQUEST OF MICHAEL SARANEN, HYDRO OPERATIONS FOR APPROVAL OF RENEWABLE ENERGY CREDITS PURCHASE AND SALE AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF YPSILANTI AND THE FORD LAKE HYDRO STATION AND TO AUTHORIZE SIGNING OF THE AGREEMENT

A Motion was made by Trustee S. Martin, supported by Trustee Eldridge to Approve the Request of Michael Saranen, Hydro Operations for Approval of Renewable Energy Credits Purchase and Sale Agreement Between the Charter

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 5, 2016 REGULAR BOARD MEETING MINUTES
PAGE 4**

Township of Ypsilanti and the Ford Lake Hydro Station and to Authorize Signing of the Agreement(see attached).

The motion carried unanimously.

4. REQUEST OF ANGIE VERGES, RECREATION SUPERINTENDENT TO ACCEPT THE 2016 BUILDING HEALTHY COMMUNITIES GRANT FROM THE MICHIGAN RECREATION AND PARK ASSOCIATION IN THE AMOUNT OF \$34,000.00 AND TO AUTHORIZE SIGNING OF THE PARTNERSHIP AGREEMENT

A Motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Request of Angie Verges, Recreation Superintendent to Accept the 2016 Building Healthy Communities Grant from the Michigan Recreation and Park Association in the Amount of \$34,000.00 and to Authorize Signing of the Partnership Agreement(see attached).

The motion carried unanimously.

Supervisor Stumbo asked Angie Verges, Recreation Superintendent to explain the Grant that was received. Ms. Verges stated the Township was one of ten communities to receive the Grant which is for a walking program for seniors and a come out and play program for youth. Ms. Verges said that the program will take place during three 6 week periods of time between now and the end of September 2016. Ms. Verges stated that a certain portion of the money must be designated for park improvements and she said they would use it at Appleridge Park.

5. REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR FOR AUTHORIZATION TO ENTER INTO NEGOTIATIONS FOR THE SALE OF TOWNSHIP OWNED PARCELS K-11-14-484-012 AND K-11-14-484-014

A Motion was made by Treasurer Doe, supported by Trustee M. Martin to Approve the Request of Brian McCleery, Assistant Assessor for Authorization to enter into Negotiations for the Sale of Township Owned Parcels K-11-14-484-012 and K-11-14-484-014 for the Purpose of a Home Occupied Lot.

The motion carried unanimously.

6. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR 2016 LOCAL SUBDIVISION ROAD TREE REMOVAL PROJECT IN THE AMOUNT OF \$20,000.00 BUDGETED IN LINE ITEM #101-956-000-926-100 WITH 50% OR \$10,000.00 TO BE REIMBURSED TO THE TOWNSHIP AFTER NOVEMBER 1, 2016

A Motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve the Request to Approve Agreement with the Washtenaw County Road

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

Commission for 2016 Local Subdivision Road Tree Removal Project in the Amount of \$20,000.00 Budgeted in Line Item #101-956-000-926-100 with 50% or \$10,000.00 to be Reimbursed to the Township after November 1, 2016(see attached).

The motion carried unanimously.

- 7. REQUEST FOR AUTHORIZATION TO SIGN PURCHASE AGREEMENT WITH DTE FOR PURCHASE OF ONE (1) 135 WATT AUTOBAHN LED STYLE FIXTURE WITH BLACK HOUSING MOUNTED ON A 17'6" ARM MOUNTED ON A NEW WOOD POLE IN THE AMOUNT OF \$1,693.02 TO BE LOCATED AT THE CROSSWALK AT TEXTILE RD. AND LAKE DR. BUDGETED IN LINE ITEM #101-956-000-926-050**

A Motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Request for Authorization to Sign Purchase Agreement with DTE for Purchase of one (1) 135 Watt Autobahn LED Style Fixture with Black Housing Mounted on a 17'6" Arm Mounted on a New Wood Pole in the Amount of \$1,693.02 to be Located at the Crosswalk at Textile Rd. and Lake Dr. Budgeted in Line Item #101-956-000-926-050(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 PROPERTIES LOCATED AT 1745 HEATHERRIDGE ST. AND 2720 WASHTENAW AVE. IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

A Motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Request of Mike Radzik, OCS Director for Authorization to Seek Legal Action if Necessary to Abate Public Nuisance for Properties Located at 1745 Heatherridge St. and 2720 Washtenaw Ave. in the Amount of \$10,000.00 Budgeted in Line Item #101-950-000-801-023.

The motion carried unanimously.

- 9. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE SUPERIOR TOWNSHIP FIRE DEPARTMENT AND ITS REGIONAL PARTICIPATING PARTNERS FOR THE 2015 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM FOR THE ACQUISITION OF AN AERIAL APPARATUS**

A Motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Request of Eric Copeland, Fire Chief for Approval of Memorandum of Understanding Between the Superior Township Fire Department and its' Regional Participating Partners for the 2015 Assistance for Firefighters Grant Program for the Acquisition of an Aerial Apparatus(see attached).

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 5, 2016 REGULAR BOARD MEETING MINUTES
PAGE 6**

The Motion carried unanimously.

**10. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR APPROVAL OF
MEMORANDUM OF UNDERSTANDING BETWEEN THE VAN BUREN
TOWNSHIP FIRE DEPARTMENT AND ITS REGIONAL PARTICIPATING
PARTNERS FOR THE 2015 ASSISTANCE FOR FIREFIGHTERS GRANT
PROGRAM FOR THE PURCHASE OF THE TWENTY-SEVEN (27) SELF
CONTAINED BREATHING APPARATUS'S WITH A 10% CONTRIBUTION
REQUIRED FROM THE TOWNSHIP IN THE AMOUNT OF \$16,779.00
BUDGETED IN LINE ITEM #206-970-000-979-005**

A Motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Request of Eric Copeland, Fire Chief for Approval of Memorandum of Understanding Between the Van Buren Township Fire Department and its' Regional Participating Partners for the 2015 Assistance for Firefighters Grant Program for the Purchase of the Twenty-Seven (27) Self Contained Breathing Apparatus's with a 10% Contribution Required from the Township in the Amount of \$16,799.00 Budgeted in Line Item #205-970-000-979-005(see attached).

The motion carried unanimously.

**11. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR
AUTHORIZATION TO PURCHASE A CHIPPER TRUCK CHASSIS FROM
WOLVERINE TRUCKING THROUGH THE MICHIGAN INTER-GOVERNMENTAL
TRADE NETWORK IN THE AMOUNT OF \$84,329.00 AND ONE (1)
ARBORTECH WIDE CHIP BOX FROM CANNON TRUCK EQUIPMENT
THROUGH MIDEAL CONTRACT NUMBER 071B2200263 IN THE AMOUNT
OF \$20,746.00 AND A CONTINGENCY AMOUNT OF \$5,000.00 FOR ANY
UNFORESEEN MISCELLANEOUS ITEMS FOR A TOTAL AMOUNT OF
\$109,805.00 BUDGETED IN LINE ITEM #226-226-000-985-000**

A Motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Request of Jeff Allen, Residential Services Director for Authorization to Purchase a Chipper Truck Chassis from Wolverine Trucking Through the Michigan Inter-Governmental Trade Network in the Amount of \$84,329.00 and One (1) Arbortech Wide Chip Box from Cannon Truck Equipment Through Mideal Contract Number 071B2200263 in the Amount of \$20,746.00 and a Contingency Amount of \$5,000.00 for any Unforeseen Miscellaneous Items for a Total Amount of \$109,805.00 Budgeted in Line Item #226-226-000-985-000 and Authorize the Trade in or Sale of the Old Truck for \$8,500.00

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 5, 2016 REGULAR BOARD MEETING MINUTES
PAGE 7**

**12. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO ADVERTISE AND
INTERVIEW POTENTIAL CANDIDATES FOR VACANT ACT 54 INSPECTOR
POSITIONS**

**A Motion was made by Treasurer Doe, supported by Trustee Eldridge to
Approve the Request of Mike Radzik, OCS Director to Advertise and Interview
Potential Candidates or Vacant Act 54 Inspector Positions.**

The motion carried unanimously.

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to
adjourn.**

The motion carried unanimously.

The meeting was adjourned at approximately 8:26 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 #6**

April 5, 2016

101 - GENERAL OPERATIONS FUND

Total Increase \$61,990.00

Increase budget for Wages -Back Fill Temp for the parks and maintenance department. We have had a full time employee out on workers compensation on and off over a period of 3 years. This has made it necessary to use more temporary help to cover the maintenance of our parks continuing on into 2016.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$50,000.00
		Net Revenues	<u><u>\$50,000.00</u></u>
Expenditures:	Wages - Back Fill Temp	101-774-000-707.050	\$50,000.00
	FICA	101-774-000-715.000	\$725.00
	Deferred Compensation	101-774-000-723.000	\$650.00
		Net Expenditures	<u><u>\$51,375.00</u></u>

Increase budget for the purchase of the new fire truck by \$10,615. The prepay for the fire truck was not made in 2014 and has been added to the final invoice. There was also additional for the graphic decaling on the fire truck. The new fire truck will be delivered this April. The Fire Department will be making annual payments back to the General Fund of \$59,521.50 over a 10 year period. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$10,615.00
		Net Revenues	<u><u>\$10,615.00</u></u>
Expenditures:	Capital Outlay - Fire Truck	101-970-000-975.206	\$10,615.00
		Net Expenditures	<u><u>\$10,615.00</u></u>

206 - FIRE FUND

Total Increase \$16,799.00

Budget Fire Department's 10% grant matching amount of \$16,799 for a FEMA Grant in the amount of \$167,794. This will be for 27 Self Contained Breathing Apparatus' (SCBA) at a grand total of \$184,573. The administration of the grant will flow through Van Buren Township Fire Department. This will be funded by an Appropriation of Prior Years Fund Balance.

Revenues:	Prior Year Appropriation	206-000-000-699.000	\$16,799.00
		Net Revenues	<u><u>\$16,799.00</u></u>
Expenditures:	Cap Outlay - Fire Equip FED Grant	206-970-000-979.005	\$16,799.00
		Net Expenditures	<u><u>\$16,799.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #6**

April 5, 2016

212 - BIKE, SIDEWALK, RECREATION, ROADS, & GENERAL FUND	Total Increase	<u>\$36,500.00</u>
--	-----------------------	---------------------------

Increase budget by \$2,500 for the final inspection and "as Built" by OHM for the Lakeside Park Boathouse. This final work went into 2016 due to the weather. The grant project is now complete. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Appropriation	212-000-000-699.000	\$2,500.00
		Net Revenues	<u>\$2,500.00</u>
Expenditures:	Lakeside Park Grant Project	212-970-000-974.037	\$2,500.00
		Net Expenditures	<u>\$2,500.00</u>

Increase budget by \$34,000 for the Grant with Michigan State Recreation & Parks for the Building Health Communities. This program awards \$24,000 for park improvements and \$10,000 for program implementation for the Walk with Ease and Come Out and Play programs. This will be funded by a grant from the State.

Revenues:	MI State Grant - Rec/Parks	212-000-000-569.026	\$34,000.00
		Net Revenues	<u>\$34,000.00</u>
Expenditures:	Park Improvements	212-970-000-975.795	\$34,000.00
		Net Expenditures	<u>\$34,000.00</u>

226 - ENVIRONMENTAL SERVICES FUND	Total Increase	<u>\$110,000.00</u>
--	-----------------------	----------------------------

Increase budget by \$110,000 for the purchase of a new chipping truck to replace the old 1999 truck that is no longer road worthy. The replacement of the chipping truck was on the Capital Improvement Plan for 2014. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Appropriation	226-000-000-699.000	\$110,000.00
		Net Revenues	<u>\$110,000.00</u>
Expenditures:	Capital Outlay/Vehicles	226-226-000-985.000	\$110,000.00
		Net Expenditures	<u>\$110,000.00</u>

Motion to Amend the 2016 Budget (#6):

Move to increase the General Fund budget by \$61,990 to \$8,859,968 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$16,799 to \$5,251,478 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Recreation, Roads & General Fund budget by \$36,500 to \$1,563,236 and approve the department line item changes as outlined.

Move to increase the Environmental Services Fund budget by \$110,000 to \$2,712,276 and approve the department line item changes as outlined.

Charter Township of Ypsilanti

Resolution No. 2016-13

Amendment to Professional Service Fees for Township, Attorney, Planner, Engineer and Fire Department

WHEREAS, the Charter Township of Ypsilanti has previously adopted Professional Fees for Township, Attorney, Planner, Engineer and Fire Department which schedule is from time to time amended; and

WHEREAS, the Charter Township of Ypsilanti recently adopted Ordinance 2016-456 regulating smoking lounges that requires a business license; and

WHEREAS, the business license application process requires a background investigation of the applicant, verification of regulatory and zoning requirements, and code inspections of the proposed physical location; and

WHEREAS, the Charter Township of Ypsilanti wishes to amend Resolution No. 2014-36, Professional Fees for Township, Attorney, Planner, Engineer and Fire Department by adding the following fees and hourly rates:

Smoking Lounge Business License

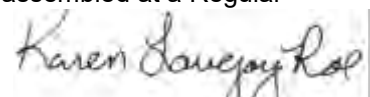
- License Application Fee: \$200 (background investigation)
- Planner Fee: \$90/hr with two-hour minimum deposit for zoning verification to include parking calculations, setback verifications, etc.
- Building Inspection Fee: \$50
- Fire Safety Inspection Fee: \$50

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti amends Resolution No. 2014-36 by adding the above described fees and hourly rates for the regulation of smoking lounges.

BE IT FURTHER RESOLVED that any previous Professional Service Fees not in conformity with those contained in this resolution shall be repealed.

BE IT FURTHER RESOLVED that the fees and hourly rates contained in this resolution to amend the existing fee schedule for Professional Service Fees for Township, Attorney, Planner, Engineer and Fire Department shall become effective on April 12, 2016.

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. 2016-13 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 5, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RENEWABLE ENERGY CREDITS ("RECs") PURCHASE AND SALE AGREEMENT ("Agreement")

Buyer:	Charter Township of Ypsilanti	Address: 7200 S. Huron River Dr. Ypsilanti MI, 48197
Buyer Contact :	Contact Name: Brenda Stumbo	Contact Telephone Number: 734-481-0617 Contact Fax Number: 734-484-0002 Contact E-mail:
Seller:	Charter Township of Ypsilanti Ford Lake Hydroelectric Station	Address: 7200 S. Huron River Dr. Ypsilanti, MI 48197
Seller Contact:	Contact Name: Michael Saranen	Contact Telephone Number: 734-544-3690 Contact Fax Number: 734-544-3626 Contact E-mail: msarane@ytown.org
Transaction Date:		
Product:	Michigan RECs/IRECs	
Vintage:	09/2014 to 05/2015	
Quantity:	1,185	
Purchase Price:	Seller shall sell to Buyer, and Buyer shall purchase from Seller, the RECs for the purchase price set forth below. \$0.00 per REC for each delivered REC	
Transfer of RECs:	Seller shall transfer to Buyer via MiREC a 1,185 RECs/IRECs on or before March 15, 2016.	
Payment:	<p>Seller shall invoice Buyer for payment not later than three (3) business days after transfer of RECs to Buyer. Payment by Buyer to Seller shall be due five (5) business days after transfer of RECs. All funds to be paid to Seller shall be rendered in the form of immediately available funds (U.S. Dollars) by check or in such other form as agreed to by the parties. If either party fails to remit any amount payable by it when due, interest on such unpaid portion shall accrue at a rate equal to the prime interest rate in effect at the time as published by in <i>The Wall Street Journal</i> plus two percent (2%) from the date payment is due to the date of payment.</p> <p>Seller's Payment Instructions:</p> <p style="padding-left: 40px;">Make check payable to: Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197</p>	
General Terms and Conditions:	<p><u>Representations and Warranties of Seller.</u> Seller represents and warrants to Buyer that (i) each REC meets the specifications set forth in this Agreement; (ii) Seller has good and marketable title to the RECs; (iii) all right, title and interest in and to the RECs are free and clear of any liens, taxes, claims, security interests, or other encumbrances; and (iv) Seller has not made any claims that the energy associated with the RECs is renewable energy. SELLER EXPRESSLY NEGATES ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.</p> <p><u>Event of Default.</u> For purposes of this Agreement, a party shall be in default (each of the following, an "Event of Default"): (i) if that party fails to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days of written notice from the other party; (ii) if that party materially breaches any or all of its obligations under this Agreement and such breach is not cured within seven (7) business days of written notice of such breach from the other party; (iii) if any representation or warranty made by a party pursuant to this Agreement proves to have been misleading or false in any material respect when made and such party does not cure the underlying facts so as to make such representation and warranty correct and not misleading within seven (7) business days of written notice from the other party; or (iv) if a Party makes an assignment or any general arrangement for the benefit of its creditors; files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors; has a petition filed against it, and such petition is not dismissed within sixty (60); or otherwise becomes bankrupt or insolvent (however evidenced).</p> <p><u>Remedies upon Default.</u> If either Party is in default, the non-defaulting party may select any or all of the following</p>	

remedies: (i) upon two (2) business days' written notice to the defaulting party, terminate this Agreement, (ii) withhold any payments and deliveries due in respect of this Agreement, and (iii) exercise such other remedies available at law or in equity.

If Buyer is in default and Seller elects to terminate this Agreement, then Buyer shall pay Seller, within ten (10) business days of invoice receipt, an amount equal to the sum of (i) the contract price multiplied by the contract quantity for any RECs delivered to Buyer for which Seller has not been paid, and (ii) the positive difference, if any, obtained by subtracting the market price, as reasonably determined by Seller, for the RECs from the contract price multiplied by the amount of RECs not received, plus reasonable third party fees (including broker fees) and legal costs incurred by Seller in enforcement and protection of its rights under this Agreement.

If Seller is in default and Buyer elects to terminate this Agreement, then Seller shall pay Buyer, within ten (10) business days of invoice receipt, an amount equal to the positive difference, if any, obtained by subtracting the contract price from the market price, as reasonably determined by Buyer, for the RECs multiplied by the amount of RECs not delivered, plus reasonable third party fees (including broker fees) and legal costs incurred by Buyer in enforcement and protection of its rights under this Agreement. In no event does the foregoing relieve Buyer of its obligation to pay Seller the contract price multiplied by the contract quantity for any RECs delivered to Buyer for which Seller has not been paid.

Limitations of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSS OF PROFITS (EXCEPT TO THE EXTENT THAT ANY DIRECT DAMAGES INCLUDE AN ELEMENT OF PROFIT).

Confidentiality. The parties agree to keep confidential the contents of this Agreement and any information made available by one party to the other party with respect to this Agreement.

Indemnification. Each party agrees to indemnify, defend, and hold harmless the other party, and any of said other party's affiliates, directors, officers, employees, agents and permitted assigns, from and against all claims, losses, incidents, liabilities, damages, judgments, awards, fines, penalties, costs, and expenses (including reasonable attorneys' fees and disbursements) directly incurred in connection with or directly arising out of: (i) any breach of representation or warranty or failure to perform any covenant or agreement in this Agreement; or (ii) any violation of applicable law, regulation or order by said party including any adverse liens, claims or encumbrances on the RECs.

Notices. All notices, demands, and other communications hereunder shall be effective only if given in writing and shall be deemed given (i) when delivered in person; (ii) when delivered by private courier (with confirmation of delivery); (iii) when transmitted by facsimile (with confirmation of transmission); or (iv) five (5) business days after being deposited in the United States mail, first-class, registered or certified, return receipt requested, with postage paid. For purposes hereof, all notices, demands and other communications shall be sent to the contacts and addresses above (or to such other address furnished in writing by one party to the other party).

Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may transfer or assign this Agreement, in whole or in part, without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

Amendment. This Agreement may be amended at any time, but only by a written agreement signed by both parties.

No Waiver. No delay or omission by a party in the exercise of any right under this Agreement shall be taken, construed, or considered as a waiver or relinquishment thereof. If any of the terms and conditions herein are breached and thereafter waived in writing by a party, such waiver is limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

Severability. If any provision or portion of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

Complete Agreement. This Agreement represents the parties' final and mutual understanding concerning its subject matter. It replaces and supersedes any prior agreements or understandings, whether written or oral.

Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, excluding any choice of law or conflicts of law rules or principles that would result in application of the laws of a different jurisdiction.

Dispute Resolution. Any dispute or claim between the parties arising from this Agreement not resolved by negotiation in good faith within thirty (30) days will be settled by arbitration pursuant to the then applicable Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be held in Houston, Texas. Either party may initiate such arbitration upon seven (7) days advance written notice to the other party. The parties shall divide equally the costs of the arbitrator and arbitration hearing, and each party shall be

responsible for its own expenses and those of its legal counsel or other representatives. The parties agree that any determination of the arbitrator shall be final and binding and that judgment on the award in arbitration may be entered in any court of competent jurisdiction.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument. Facsimile or PDF transmission of any signed original document, and retransmission of any facsimile or PDF transmission, will be the same as delivery of any original document.

Forward Contract. This Agreement constitutes a "forward contract" and each party represents and warrants that it is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

By signing below, the parties agree to be bound by the terms and conditions contained in this Agreement.

Buyer:		Seller:	
Signature:	Title: Supervisor/Clerk	Signature:	Title: Supervisor/Clerk
<i>Brenda L. Stumbo</i>	<i>Karen Lovejoy Roe</i>	<i>Brenda L. Stumbo</i>	<i>Karen Lovejoy Roe</i>
Printed Name:	Date: April 6, 2016	Printed Name:	Date: April 6, 2016
Brenda L. Stumbo / Karen Lovejoy Roe		Brenda L. Stumbo / Karen Lovejoy Roe	

RECS	Sep-14	MIRECS-REC-119-MI-09-2014-24993-464 to 517	54
IREC	Sep-14	MIRECS-IREC-119-MI-09-2014-24994-41 to 49	9
RECS	Oct-14	MIRECS-REC-119-MI-10-2014-25241-401 to 499	99
IREC	Oct-14	MIRECS-IREC-119-MI-10-2014-25242-43 to 52	10
RECS	Nov-14	MIRECS-REC-119-MI-11-2014-25955-472 to 588	117
IREC	Nov-14	MIRECS-IREC-119-MI-11-2014-25956-41 to 49	9
RECS	Dec-14	MIRECS-REC-119-MI-12-2014-26764-674 to 841	168
IREC	Dec-14	MIRECS-IREC-119-MI-12-2014-26765-64 to 78	15
RECS	Jan-15	MIRECS-REC-119-MI-01-2015-26974-560 to 698	139
IREC	Jan-15	MIRECS-IREC-119-MI-01-2015-26975-49 to 59	11
RECS	Feb-15	MIRECS-REC-119-MI-02-2015-27999-333 to 415	83
IREC	Feb-15	MIRECS-IREC-119-MI-02-2015-28000-32 to 38	7
RECS	Mar-15	MIRECS-REC-119-MI-03-2015-28890-867 to 1082	216
IREC	Mar-15	MIRECS-IREC-119-MI-03-2015-28891-83 to 102	20
RECS	Apr-15	MIRECS-REC-119-MI-04-2015-29101-728 to 908	181
IREC	Apr-15	MIRECS-IREC-119-MI-04-2015-29102-69 to 85	17
RECS	May-15	MIRECS-REC-119-MI-05-2015-29400-548 to 683	30
TOTAL:			1,185
Price per REC/IREC			\$0
Total Purchase price			\$0



Received Supervisor's Office

MAR 11 2016

Building Healthy Communities (BHC) 2016

Ypsilanti Township

Partnership Agreement

This Partnership Agreement (Agreement) by and between the Michigan Recreation and Park Association (mParks) and **Ypsilanti Township Parks & Recreation** (Partner) for the period from March 1, 2016 to September 30, 2016. The project scope is outlined in Attachment A.

Program Components:

In addition to the components identified in Attachment A, Partner agrees to:

- Send appropriate representatives to training/update meetings as scheduled by mParks. When necessary, video conferencing may be available.
- Utilize the COAP curriculum and evaluation provided by mParks. Any exceptions must be approved by mParks.
 - \$500 will be allocated to cover materials (facilitators manual, activity logs) and supplies (pedometers, play equipment). See Attachment B.
- Conduct pre and post fitness level evaluation on all COAP participants with tools provided by mParks. Any exceptions must be approved by mParks.
- Utilize the Walk with Ease (WWE) curriculum and evaluation provided by Arthritis Foundation.
 - Training, materials (guidebook, pedometers) and registration fees in Attachment C are covered directly by mParks.
- Conduct pre and post fitness level evaluation on all WWE participants with tools provided by mParks. Any exceptions must be approved by mParks.
- Implement the SOPARC evaluation tool (pre and post) between May 2016 and August 2016. Materials, supplies and staffing costs will be provided by mParks.
- Survey neighborhood members within ½ mile radius for input about safety, ease of use, types of improvements/enhancements to install to increase use of park.
- Participate in the development of a "How to Make Parks Tobacco Free" guide for county and local parks staff.
- Conduct key informant interviews with key staff/partners/community members, including success stories.
- Participate in Marketing/Promotion on social media (i.e., Facebook, Twitter, etc.) and traditional media (i.e., press release, newsletter, etc.).
- Complete reporting forms as may be required by mParks.
- Provide any other information reasonably requested by mParks.

Program Payment:

mParks agrees to provide Partner a payment total amount of \$34,000 in addition to the expenses of the supplies ordered in Attachment B. Payment will be processed as reimbursements throughout the duration of grant unless otherwise mutually agreed upon. Payment will be issued after mParks receives from partner a detailed report of expenses requested for reimbursement and the required progress report. Please allow four to six weeks for reimbursements. All expenses must be approved in advance by mParks.

Partner will:

- Submit an invoice detailing the incurred costs under this partnership. Unless otherwise specified in Attachment A, Partner shall retain ownership of any equipment/materials issued to them by mParks pursuant to this Agreement.
- Partner must include with the invoice a copy of:
 - Time sheets for any hours charged to the grant included in the partnership.
 - Copies of invoices for any *optional* equipment identified in Attachment B will be provided directly by mParks.*
 - *mParks will place equipment order for each agency.
 - Copies of invoices for any enhancement project identified in work plan.
 - Progress report on implementation of program on form provided by mParks.
- Capital equipment and food expenditures will not be reimbursed by mParks
- See Attachment D for budget.

Partner agrees that payments received from mParks shall not be used to influence the outcome of any public election or to carry on any voter registration drive, and are to be used solely for the purpose of developing and administering community fitness. mParks reserves the right to reject any payment request, or part thereof, which in its sole discretion does not comply with the terms of this Agreement.

Indemnification: The partner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless mParks, and the Michigan Department of Health and Human Services (MDHHS) and their officers, directors, employees and agents from and against any and all claims, liabilities, losses and expenses (including reasonable attorney fees) which directly or, indirectly, wholly or partially arise from or in connection with any act or omission of Partner, its employees, or agents in applying for or accepting the program reimbursement in expending or applying the program reimbursement funds, or in carrying out any project supported by the program reimbursement funds except to the extent that such claims, liabilities, losses and expenses arise from or are related to any act of omission of mParks or MDHHS and their officers, directors, employees or agents.

Changes: The Partner shall immediately notify mParks about any changes, events or occurrences which significantly affect the ability of the partner to fulfill the activities outlined in this document.

Records and Access to Information: The partner shall maintain records of all activities related to or funded under this Agreement, including but not limited to, financial records, receipts and expenditures relating to the partnership. The partner's books and records shall be made available for mParks inspection during normal business hours at the partner's principal place of business for the purpose of making financial audits, verifications or program evaluations as MPARKS deems necessary concerning the partnership.

Right to Discontinue Funding: mParks may terminate this agreement or withhold payment, or both, in its sole discretion, if the partner is unable to carry out the purposes of the grant or fails to meet the terms and conditions of this agreement. If termination or withholding of the payment is being considered by mParks, the partner will be notified of the non-compliance issues and will have a specified period of time to remediate the non-compliance issues cited by mParks. Successful remediation will be determined in the sole discretion of mParks.

Publicity: mParks and the partner shall each permit the other to include information regarding the partnership, including the MDHHS, mParks and the partner and the purpose of the partnership in each party's periodic public reports, newsletters and news releases. The partner agrees to acknowledge the support of mParks and MDHHS whenever activities funded pursuant to this Agreement are published in any news media. Any proposed publicity that goes beyond the disclosure described in this section shall require the approval of the other party which shall not be unreasonable withheld.

Assignment: The partner shall not transfer or assign responsibility for any obligation of Partner hereunder to another party without the prior written consent of mParks.

Governing Law: This Agreement shall be construed in accordance with the laws of the State of Michigan.

Complete Agreement: This Agreement constitutes the entire Agreement of the parties as to the subject matter hereof and may not be modified or amended except by written amendment signed by both parties.

Derek L. Stumbo
PARTNER
Brenda L. Stumbo / Karen Wojcik Boe

mParks

April 6, 2016
Date

Date

ATTACHMENT A

AGENCY NAME	Ypsilanti Township Parks & Recreation
AMOUNT OF AWARD	\$24,000– park improvements \$10,000 – Program Implementation (WWE, COAP) <i>All as approved in advanced by mParks</i>
BHC Grant Year	March. 1, 2016 – Sept. 30, 2016
PROJECT DESCRIPTION	
<ul style="list-style-type: none"> Data collection (SOPARC) Come Out and Play (COAP) Curriculum – 3 sessions, 6-week sessions* Adult/Senior Walking Program (Walk with Ease) – 3 sessions, 6-week sessions* Park/greenspace Improvements <i>(as pre-approved by mParks)</i> Informational outreach to increase physical activity at park/greenspace Provide input in the development of a “How to Make Parks Tobacco Free” guide for county and local parks staff <p><i>*WWE and COAP sessions may operate concurrently between April 1– Sept. 30, 2016 to complete three, 6-week sessions.</i></p>	
ADDITIONAL COMMENTS	
<p>Serve as a BHC community to enhance park/greenspace to increase access to physical activity; and build awareness of new policies and environmental changes through informational outreach.</p> <p>\$500 has been allocated for each community for Come Out and Play (COAP) supplies, equipment, materials as explained on Attachment B. mParks will purchase the materials directly for the communities. If the \$500 isn't spent in full on the supplies and materials, the balance may be used by the community for other supplies as approved in advance by mParks. Items #A, B & C on Attachment B are required, all other supply items are optional.</p> <p>All Walk With Ease (WWE) training, materials, supplies and program registration ordered on Attachment C will be paid directly by mParks. <u>All items on Attachment C are required.</u></p>	

Attachment B COAP SUPPLIES ORDER FORM*

**Items A, B, C are required. All other supplies listed are optional for your program*

Partner: Ypsilanti Township Parks & Recreation

	Description	Recommended Supplies*	Quantity Needed By Partner	Unit Price	Total
A	Facilitator Manual	1	1	\$ 25.00	
B	Activity Logs	1/child		\$ 5.00	
C	Pedometer	1/child		\$2.95	
1	Hoop Storage Bag - 36"	1		\$ 20.99	
2	Burlap Potato Sacks - 12/pack	1 pack		\$ 28.99	
3	48" x 24" Mesh Ball Bag - Green	1		\$ 13.99	
4	Spectrum Rubber Frog Set	1 set		\$ 59.99	
5	Hoop Superclips - 4/pack	4 packs		\$ 12.99	
6	8" Gator Skin Special Form Balls - 6/pack	2 packs		\$ 99.99	
7	Spectrum Dome Cones - 36/pack	1 pack		\$ 49.99	
8	Spectrum Easy Grip Relay Batons	2 packs		\$ 14.99	
9	Parachute - 12 ft	2		\$ 32.99	
10	Large Stacking Buckets - 12/pack	2 packs		\$ 32.99	
11	Candy-Striped Hoop Holders - 12/pack	2 packs		\$ 20.99	
12	Color Splash! Box of Sidewalk Chalk - 126 pieces	1 box		\$ 18.99	
13	Noodle & Hoop Bases - 6/pack	2 packs		\$ 27.99	
14	Aqua Noodles - 24/pack	1 pack		\$ 84.99	
15	Fun Bubbles - 24/pack	2 packs		\$ 8.99	
16	Crayola Crayons - 64 pieces/box	3 boxes		\$ 6.29	
17	Balloon Inflator	1		\$ 8.49	
18	11" Qualatex Balloons Jeweltone Assortment - 100/bag	2 bags		\$ 23.99	
19	Unload-A-Toad Animal Tossing Saucer	1		\$ 9.99	
20	Mega Porcupine Novelty Easy Pack	1 pack		\$ 32.99	
21	Chuck-A-Chicken Animal Tossing Saucer	1		\$ 9.99	
22	White Tagboard 9" x 12" - 100/pack	3 packs		\$ 6.49	
23	9 ft Spectrum Nylon Jump Ropes - 6/pack	1 pack		\$ 17.99	
24	3" Spectrum Vinyl Square Beanbags - 12/pack	2 packs		\$ 14.99	
25	4" Spectrum Vinyl Square Beanbags - 12/pack	2 packs		\$ 16.99	
26	Acrylic Yarn Minis - 10/pack	2 packs		\$ 10.99	
27	Institutional Beach Balls - 12"	12		\$ 2.19	
28	Institutional Beach Balls - 16"	12		\$ 2.89	
29	Beaded Jump Rope - 7 ft	6		\$ 2.79	
30	Beaded Jump Rope - 8 ft	6		\$ 2.99	
31	Beaded Jump Rope - 9 ft	6		\$ 3.29	
32	Beaded Jump Rope - 10 ft	6		\$ 3.59	
33	Beaded Jump Rope - 16 ft	8		\$ 4.49	
34	Spectrum No Knot Hoops - 24"	1 set		\$ 71.99	
35	Spectrum No Knot Hoops - 30"	1 set		\$ 76.99	
36	Spectrum No Knot Hoops - 36"	1 set		\$ 82.99	
SUB TOTAL:					
Line A	TOTAL PARTNER ALLOCATION:				\$500
Line B	LESS TOTAL SUPPLIES ORDERED (enter subtotal amount from above):				
TOTAL: (subtract Line A from Line B)					

SUPPLIES DESCRIPTIONS

- 1) Hoop Storage Bag - 36"



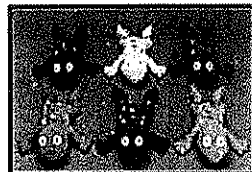
- 2) Burlap Potato Sacks - 12/pack



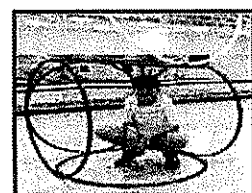
- 3) 48" x 24" Mesh Ball Bag - Green



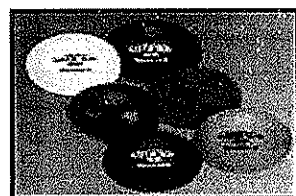
- 4) Spectrum Rubber Frog Set



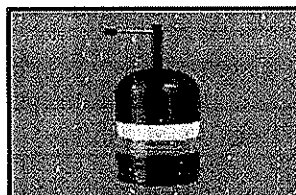
- 5) Hoop Superclips - 4/pack



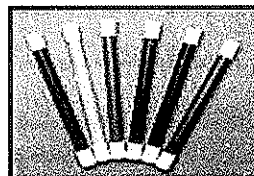
- 6) 8" Gator Skin Special Form Balls - 6/pack



- 7) Spectrum Dome Cones - 36/pack



- 8) Spectrum Easy Grip Relay Batons



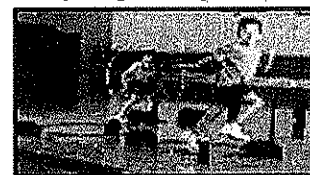
- 9) Parachute - 12 ft



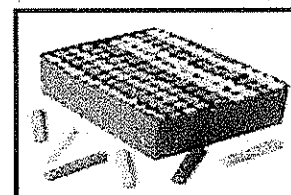
- 10) Large Stacking Buckets - 12/pack



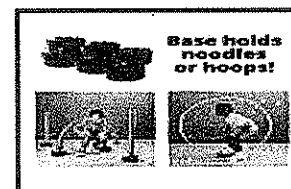
- 11) Candy-Striped Hoop Holders - 12/pack



- 12) Color Splash! Box of Sidewalk Chalk (126 pieces)



- 13) Noodle & Hoop Bases - 6/pack



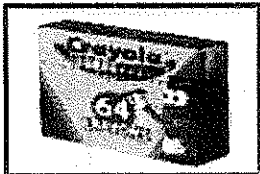
- 14) Aqua Noodles - 24/pack



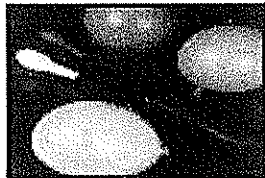
15) Fun Bubbles - 24/pack



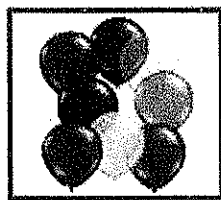
16) Crayola Crayons - 64 pieces/box



17) Balloon Inflator



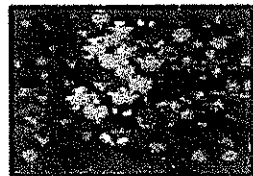
18) 11" Qualatex Balloons Jeweltone Assortment (100 per bag)



19) Unload-A-Toad Animal Tossing Saucer



20) Mega Porcupine Novelty Easy Pack



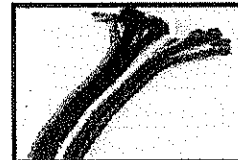
21) Chuck-A-Chicken Animal Tossing Saucer



22) White Tagboard 9" x 12" - 100/pack



23) 9 ft Spectrum Nylon Jump Ropes - 6/pack

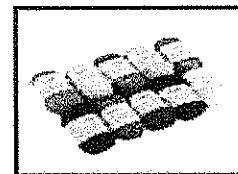


24) 3" Spectrum Vinyl Square Beanbags - 12/pack

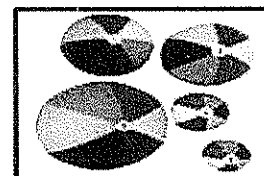
25) 4" Spectrum Vinyl Square Beanbags - 12/pack



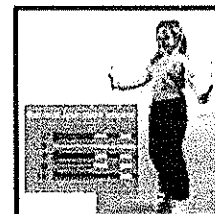
26) Acrylic Yarn Minis - 10/pack



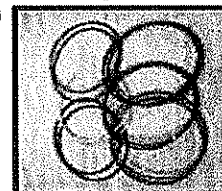
27-28) Institutional Beach Balls - 12" / 16"



29-33) Beaded Jump Rope - (7ft-16ft)



34-36) Spectrum No Knot Hoops (24" - 36")



WWE Program (training, materials, supplies)*All Items listed are required.***Partner:** Ypsilanti Township Parks & Recreation**TOTAL FUNDED \$34,000**

	Description	Quantity Needed By Partner	Unit Price
1	WWE Online training*		\$0.00
2	Facilitator Manual		\$0.00
3	Participant Registration		\$0.00
4	Participant Guidebook		\$0.00
5	Pedometers		\$0.00
6	Pre-Post Assessment Materials		\$0.00
TOTAL:			\$0.00

*WWE Leader must provide copy of CPR certification before completing WWE online training. mParks will provide support for those needing assistance in CPR certification.

**Attachment D
BHC Grant Budget**

Partner: Ypsilanti Township Parks & Recreation

TOTAL FUNDED \$34,000

Category	Funding
Partner Program Expenses	
Park enhancements	\$24,000
Staffing	\$10,000
Promotion of park(s)/trail(s), COAP, WWE	---
mParks Program Expenses	
SOPARC (staff time)	\$650
Smoke-Free Signage	\$1,000
Programming Supplies & Materials**	\$1725

**Come Out and Play: \$500 will be allocated for supplies and materials (Attachment B). If you do not use all \$500, remaining funding can be used for incentives or other *pre-approved* costs.

**Walk With Ease: program registration, training, supplies and materials (\$1225), will be covered directly by mParks.

2016 YPSILANTI TOWNSHIP AGREEMENT

Local Subdivision Road Tree Removal Project

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between Ypsilanti Charter Township, parties of the first part and the Board of Washtenaw County Road Commission (WCRC), parties of the second part.

WHEREAS, the parties of the first part desire that certain dead trees be removed on local subdivision roads in Ypsilanti Township and

WHEREAS the WCRC will commit \$10,000 to this local subdivision road tree removal project, provided Ypsilanti Charter Township matches this same \$10,000 amount; and

WHEREAS the proper authority is provided to the parties of the agreement under the provisions in Act 51 of Public Acts of 1951, as amended.

IT IS NOW THEREFORE AGREED, the parties of the first part will hire the Contractor, oversee the tree removals, and insure property permits are obtained, all in accordance with standards of the parties of the second part.

IT IS FURTHER AGREED, the parties of the second part will issue no cost permits for the individual tree removals. Following a final accounting of the project costs, Ypsilanti Township will submit a final invoice for the actual cost, not to exceed \$10,000, either after the work has been completed or on near November 1, 2016. WCRC agrees to remit payment within 30 days from receipt of this invoice. The final invoice shall provide supporting detail and information, which reasonably identifies and isolates the costs of this tree removal project.

AGREEMENT SUMMARY

Local Subdivision Tree Removal Project

Project Cost	\$20,000.00
--------------	-------------

Estimated Project Cost Summary

Road Commission Share – WCRC 50%	\$10,000.00
----------------------------------	-------------

Ypsilanti Charter Township Share – Township 50%	<u>\$10,000.00</u>
---	--------------------

Total Amount	\$ 20,000.00
--------------	--------------

FOR YPSILANTI CHARTER TOWNSHIP

Brenda L. Stumbo
Brenda L. Stumbo, Supervisor April 6, 2016
Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk April 6, 2016

Lisa L. Barnett
Witness April 6, 2016
Lisa L. Barnett
Witness April 6, 2016

FOR WASHTENAW COUNTY ROAD COMMISSION

Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of March 30, 2016 between The Detroit Edison Company ("Company") and Charter Township of Ypsilanti ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated March 28, 2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	44644333 If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	North side of Textile Rd just east of Lake Dr in Ypsilanti Township, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	1 – Overhead fed 135 watt Autobahn LED with black housing mounted on a 17'-6" arm attached to a new wood pole.	
5. Estimated Total Annual Lamp Charges	\$156.97	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$2,163.93
	Credit for 3 years of lamp charges:	\$470.91
	CIAC Amount (cost minus revenue)	\$1,693.02
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices Signature: <i>Brenda L. Stumbo</i> / <i>Karen Lovejoy Roe</i>	
10. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S Huron River Dr Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe	

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) ☐ YES ☒ NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least **N/A** posts and **N/A** luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at _____. Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warranties, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology ("EELT") Terms:

All or a portion of the Equipment consists of EELT: (check one) ☒ YES ☐ NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment. .

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

The Detroit Edison Company

By: _____

Name: _____

Title: _____

Customer:

Charter Township of Ypsilanti

By: Brenda L. Stumbo R. Long

Name: Brenda L. Stumbo R. Long

Title: Supervisor Clerk

April 6, 2016

April 6, 2016

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SUPERIOR TOWNSHIP FIRE DEPARTMENT AND ITS REGIONAL
PARTICIPATING PARTNERS**

**2015 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM
VEHICLE ACQUISITION AERIAL APPARATUS**

PREAMBLE

This Memorandum of Understanding ("MOU") is entered into between the Superior Township Fire Department (hereafter "Hosting Organization") and by and among each municipal and township that executes this MOU and adopts its terms and conditions, in view of the following:

Whereas, the Hosting Organization has agreed and will be responsible for submission of the Regional Application to the 2015 Assistance for Firefighters Grant Program, in its own name on behalf of itself and the other regional participating partners who have executed this MOU on behalf of their respective government entities, for the acquisition of an Aerial Apparatus;

Whereas, if awarded the grant the Hosting Organization has agreed to perform all programmatic and financial responsibilities as grant recipient and accept the awarded equipment and share it with its Regional Participating Partners in accordance with the terms of the grant;

Whereas, each Regional Participating Partner, as evidenced by their execution of this MOU agrees to accept the terms under which facilitation of their use of the training and equipment as may be specified by the grant award and/or this MOU.

TERMS

I. Purpose

The purpose of this MOU is to establish a cooperative agreement between the Superior Township Fire Department, the programmatic and financial administrator (host) for the Superior Township Fire Department (hereinafter "STFD"), and its Regional Participating Partners, (hereinafter the "Regional Participating Partners") to secure a 2015 Assistance to Firefighters Grant and to provide an Aerial Apparatus for the region's safety services. This purchase will help protect the health and safety of the public and safety service personnel through obtaining this apparatus on a regional basis allowing for increased efficiencies in response and support by and among local jurisdictions.

The Township and the Regional Participating Partners accept and agree to abide by the terms and conditions of the grant, including but not limited to those specifically enumerated in this MOU. All parties agree that Federal funds under this award will be used to supplement, but not supplant, State or local funds for first responder preparedness.

II. Definitions

Authorized Representative: The chief executive and fire chief of a participating governmental entity, or his/her designee, who has authorization to execute this MOU.

Equipment: Aerial Apparatus and appropriate associated accessories

Host Organization: The Superior Township Fire Department

Regional Participating Partners: Any government entity that executes this MOU.

III. Background to the Assistance Firefighters Grant Project

Purpose and Objective:

The purpose of the AFG Program is to enhance, through direct financial assistance, the health and safety of the public and firefighting personnel and to provide a continuum of support for emergency responders regarding fire, medical, and all-hazard events.

The objective of the FY 2015 AFG Program is to award grants directly to fire departments, nonaffiliated EMS organizations, and SFTAs for critically needed resources to protect the public, train emergency personnel, foster interoperability, and support community resilience.

Eligible activities requested that have an immediate impact on the safety of emergency responders, other personnel, or the public may receive additional consideration during the application review process.

FY 2015 AFG Programs play an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

Problem Statement:

In the Greater Ypsilanti Area, the STFD and the said Regional Participating Partners lack an appropriate aerial apparatus to provide better firefighter safety on fire scenes.

The AFG-Funding Opportunity Announcement reflects the Center for Domestic Planning's recommendations for program priorities designed to address:

1. *Protecting the public and first responder safety* - providing the Apparatus would be the first step in implementing common use among Regional Participating Partners providing safety service personnel enhanced fire responder safety.
2. *Enhancing capabilities and resilience (local, regional, and national)* – provides/enhances the opportunity to build long-term interagency relationships through better understanding of each local partners Aerial Apparatus functionality.
3. *Enhancing National Capabilities* -grant funding will assist in moving the Authority and the Regional Participating Partners closer in meeting one of the national priorities under the National Preparedness Goal by strengthening common capabilities.

4. *Risk* - Risk Based Prioritization -grant funding will assist in moving the Authority and the Regional Participating Partners closer to common equipment amongst all Regional Participating Partners. The Township and the Regional Participating Partners will build and/or leverage on existing resources to strategically invest in enhancing future interpretational capabilities and working relationships.

5. *Interoperability* - Grant funding will allow the Authority and the Regional Participating Partners to develop short and long term goals, activities and a continuing training program to continue to enhance regional interoperability, consistent, in concert, and/or in parallel with the Michigan Automatic Box Alarm System (MABAS) program in which all the Regional Participating Partners are officially part of the newly developed Washtenaw County MABAS division.

IV. Responsibilities of the Superior Township Fire Department

As the Hosting Organization for the 2015 Assistance Firefighters Grant, the Authority will:

- a. Oversee the grant application, implementation and coordination with the grantor.
- b. Manage grant activities including, but not limited to, project and fiscal reports for the grantor.
- c. Procuring the Training and Apparatus after receiving input from the Regional Participating Partners.
- d. Act as the fiscal agent for the grant including:
 - 1. Contributing the required ten percent match of funds.
 - 2. Housing and Maintenance of the new aerial apparatus.
 - 3. Arranging payment to vendors.
 - 4. Preparing program and fiscal reports required by the grantor.
 - 4. Auditing and tracking grant funds and deliverables as required by the grantor.
 - 5. Coordinate procurement of the Apparatus through a competitive bidding process in compliance with the Township of Superior's Purchasing Policy.
- e. Coordinate communications with the Regional Participating Partners throughout the grant term.

IV. Responsibilities of the Regional Participating Partners

Each of the Regional Participating Partners will:

- a. Participate and train its employees on the operation of the new aerial device which will be documented.
- b. Provide the following assigned liaison(s):
 - 1. Primary Contact who is responsible for: the Regional Partner's point of contact.
 - 2. Training Contact who is responsible to oversee the Regional Partner's training
- c. Promptly provide any additional documentation to the Authority as requested that may be necessary in connection with the grant.

VI. Local/Regional Mutual Aid or Reciprocal Aid Compacts and Agreements

Nothing in this MOU, including participation in or requests for assistance by any eligible Regional Participating Partner shall preclude, abrogate or supersede the fulfillment of the terms of any local or regional mutual aid or reciprocal aid compacts and agreements and the duty of the Hosting Organization to provide equipment and other available resources during a threat or actual occurrence of any emergency, disaster or serious threat to public health and safety.

VII. Arbitration of Disputes

Any controversy or claim arising out of or relating to this MOU, or the breach thereof by the parties, shall be resolved in the following manner:

- a. The party asserting noncompliance shall serve written notice to the other party or parties. The notice shall identify the specific provision alleged to have been violated and shall specify the factual and legal basis for the alleged noncompliance.
- b. In the event the controversy or claim is not resolved to the satisfaction of both parties within 90 days after service of the notice set forth in subsection a above, either party may request that controversy or claim be resolved through mediation or any other available legal proceedings.
- c. Nothing herein shall be construed to waive, limit or restrict any defense that is otherwise available to either party.

VIII. Indemnification

- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of the Superior Township Fire Department pursuant to the terms of this MOU shall be the responsibility of the Superior Township Fire Department if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Superior Township Fire Department or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the government body or unit of government or its employees by common law, statute, or court decision.

IX. Insurance

Each party to this MOU shall bear the risk of its own actions as it would with normal, day-to-day operations and determine for itself what kinds and amounts of insurance it should carry.

X. Termination of the MOU

- a. This MOU shall terminate when all AFG Program obligations are completed and/or expired.
- b. A Regional Participating Partner may terminate its participation in this MOU any time prior to the Regional Participating Partners purchasing the Training and Equipment and with 30 days' written notice to the Authority's Project Lead.

XI. Points of Contact

The STFD will designate a Primary Lead, as well as identify Points of Contact for Training, Fiscal, and Documentation responsibilities. The Regional Participating Partners will designate a Primary Point of Contact, as well as identify Points of Contact for Training and Fiscal responsibilities. Points of Contact are set forth in the attached Exhibit A.

XII. Notice

Notice of termination or withdrawal from this MOU shall be made in writing and shall be served personally or by registered mail upon the Superior Township Fire Department's Project Lead. Termination or withdrawal shall not be effective until 30 days after the Superior Township Fire Department has received written notice. The termination or withdrawal from the MOU shall apply only to the Regional Participating Partner that has tendered the required notice; this MOU shall otherwise remain in full force and effect until all AFG Program obligations are completed and/or expired.

XIII. Choice of Law; Severability

This MOU will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. Whenever possible, each provision of this MOU will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this MOU 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 MOU or the application of the provision to other parties and circumstances.

XIV. Authority to Enter into *MOU*; Execution by Counterpart

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XV. Extent of Agreement; Amendments

This MOU, together with any affixed exhibits or other documentation, constitutes the entire understanding between the Hosting Organization and the Regional Participating Partners with respect to the subject matter of the MOU and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. No party has relied on any prior representations, of any kind or nature, in entering into this MOU. This MOU may be amended by written agreement by all parties if approved in accordance with grant contract terms and conditions. Notice of any amendments or revisions of the MOU must be made in writing to all parties by the requesting entity. Amendments shall only take effect upon acceptance and execution of an amended instrument by all parties.

**Superior Township
(Regional Participating Partner)**

Date: _____
Ken Schwartz, Township Supervisor

Date: _____
Victor Chevrette, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY THE CITY OF YPSILANTI

The City of Ypsilanti, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of The City of Ypsilanti.

The City of Ypsilanti
(Regional Participating Partner)

_____ **Date:** _____

Ralph Lange, City Manager

_____ **Date:** _____

Max Anthouard, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY YPSILANTI TOWNSHIP

Ypsilanti Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Ypsilanti Township.

Ypsilanti Township
(Regional Participating Partner)

Brenda Stumbo Date: 3/30/16

Brenda Stumbo, Township Supervisor

Karen Lovejoy-Roe Date: 3/30/16

Karen Lovejoy-Roe, Township Clerk

Eric Copeland Date: 3/30/16

Eric Copeland, Fire Chief

2015 Regional Grant MOU for Vehicle Acquisition Aerial Apparatus

Exhibit A

Points of Contact

Agency	Title	Name	Phone Number	Email
City of Ypsilanti	Primary			
	Training			
Ypsilanti Township	Primary			
	Training			

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE VAN BUREN TOWNSHIP FIRE DEPARTMENT AND ITS REGIONAL
PARTICIPATING PARTNERS**

2015 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM

SCBA

PREAMBLE

This Memorandum of Understanding ("MOU") is entered into between the Van Buren Township Fire Department (hereafter "Hosting Organization") and by and among each municipal and township that executes this MOU and adopts its terms and conditions, in view of the following:

Whereas, the Hosting Organization has agreed and will be responsible for submission of the Regional Application to the 2015 Assistance for Firefighters Grant Program, in its own name on behalf of itself and the other regional participating partners who have executed this MOU on behalf of their respective government entities, for the acquisition of Self Contained Breathing Apparatus;

Whereas, if awarded the grant the Hosting Organization has agreed to perform all programmatic and financial responsibilities as grant recipient and accept the awarded equipment and share it with its Regional Participating Partners in accordance with the terms of the grant;

Whereas, each Regional Participating Partner, as evidenced by their execution of this MOU agrees to accept the terms under which facilitation of their use of the training and equipment as may be specified by the grant award and/or this MOU.

TERMS

I. Purpose

The purpose of this MOU is to establish a cooperative agreement between the Van Buren Township Fire Department, the programmatic and financial administrator (host) for the Van Buren Township Fire Department (hereinafter "VBFD"), and its Regional Participating Partners, (hereinafter the "Regional Participating Partners") to secure a 2015 Assistance to Firefighters Grant and to provide SCBA for the region's safety services. This purchase will help protect the health and safety of the public and safety service personnel through obtaining equipment on a regional basis allowing for increased efficiencies in response and support by and among local jurisdictions.

The Township and the Regional Participating Partners accept and agree to abide by the terms and conditions of the grant, including but not limited to those specifically enumerated in this MOU. All parties agree that Federal funds under this award will be used to supplement, but not supplant, State or local funds for first responder preparedness.

II. Definitions

Authorized Representative: The chief executive and fire chief of a participating governmental entity, or his/her designee, who has authorization to execute this MOU.

Equipment: SCBA and appropriate associated accessories

Host Organization: The Van Buren Township Fire Department

Regional Participating Partners: Any government entity that executes this MOU.

III. Background to the Assistance Firefighters Grant Project

Purpose and Objective:

The purpose of the AFG Program is to enhance, through direct financial assistance, the health and safety of the public and firefighting personnel and to provide a continuum of support for emergency responders regarding fire, medical, and all-hazard events.

The objective of the FY 2015 AFG Program is to award grants directly to fire departments, nonaffiliated EMS organizations, and SFTAs for critically needed resources to protect the public, train emergency personnel, foster interoperability, and support community resilience.

Eligible activities requested that have an immediate impact on the safety of emergency responders, other personnel, or the public may receive additional consideration during the application review process.

FY 2015 AFG Programs play an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

Problem Statement:

In Washtenaw and Wayne Counties, the VBFD and the said Regional Participating Partners lack the appropriate SCBA to provide better firefighter safety on fire scenes.

The AFG-Funding Opportunity Announcement reflects the Center for Domestic Planning's recommendations for program priorities designed to address:

1. *Protecting the public and first responder safety* - providing the Equipment would be the first step in implementing common SCBA among Regional Participating Partners providing safety service personnel enhanced fire responder safety.
2. *Enhancing capabilities and resilience (local, regional, and national)* – provides/enhances the opportunity to build long-term interagency relationships through better understanding of each local partners SCBA functionality.
3. *Enhancing National Capabilities* -grant funding will assist in moving the Authority and the Regional Participating Partners closer in meeting one of the national priorities under the National Preparedness Goal by strengthening common capabilities.

4. *Risk* - Risk Based Prioritization -grant funding will assist in moving the Authority and the Regional Participating Partners closer to common equipment amongst all Regional Participating Partners. The Township and the Regional Participating Partners will build and/or leverage on existing resources to strategically invest in enhancing future interpretational capabilities and working relationships.

5. *Interoperability* - Grant funding will allow the Authority and the Regional Participating Partners to develop short and long term goals, activities and a continuing training program to continue to enhance regional interoperability, consistent, in concert, and/or in parallel with the Michigan Automatic Box Alarm System (MABAS) program in which all the Regional Participating Partners are officially part of the newly developed Washtenaw County MABAS division.

IV. Responsibilities of the Van Buren Township Fire Department

As the Hosting Organization for the 2015 Assistance Firefighters Grant, the Authority will:

- a. Oversee the grant application, implementation and coordination with the grantor.
- b. Manage grant activities including, but not limited to, project and fiscal reports for the grantor.
- c. Procuring the Training and Equipment after receiving input from the Regional Participating Partners.
- d. Act as the fiscal agent for the grant including:
 - 1. Invoicing the Regional Participating Partners for their share of the 10% matching grant cost of Equipment based on the count of each department's personnel number at time of Training and Equipment purchase.
 - 2. Arranging payment to vendors.
 - 3. Preparing program and fiscal reports required by the grantor.
 - 4. Auditing and tracking grant funds and deliverables as required by the grantor.
 - 5. Coordinate procurement of the Equipment through a competitive bidding process in compliance with the Township of Superior's Purchasing Policy.
- e. Coordinate communications with the Regional Participating Partners throughout the grant term.

IV. Responsibilities of the Regional Participating Partners

Each of the Regional Participating Partners will:

- a. Provide funding share of the 10% matching grant cost of Equipment based on the department's personnel number at time of Equipment and Training Purchase. The share of cost shall be paid upon receipt of invoice from the Authority, in advance of Equipment procurement.
- b. Participate and train its employees on the Equipment which will be documented.
- c. Provide the following assigned liaison(s):
 - 1. Primary Contact who is responsible for: the Regional Partner's point of contact.
 - 2. Training Contact who is responsible to oversee the Regional Partner's training
 - 3. Fiscal Contact: responsible for accounting, fiscal reporting and payment.
- d. Promptly provide any additional documentation to the Authority as requested that may be necessary in connection with the grant.

- e. Be responsible for their received equipment maintenance as needed

VI. Local/Regional Mutual Aid or Reciprocal Aid Compacts and Agreements

Nothing in this MOU, including participation in or requests for assistance by any eligible Regional Participating Partner shall preclude, abrogate or supersede the fulfillment of the terms of any local or regional mutual aid or reciprocal aid compacts and agreements and the duty of the Hosting Organization to provide equipment and other available resources during a threat or actual occurrence of any emergency, disaster or serious threat to public health and safety.

VII. Arbitration of Disputes

Any controversy or claim arising out of or relating to this MOU, or the breach thereof by the parties, shall be resolved in the following manner:

- a. The party asserting noncompliance shall serve written notice to the other party or parties. The notice shall identify the specific provision alleged to have been violated and shall specify the factual and legal basis for the alleged noncompliance.
- b. In the event the controversy or claim is not resolved to the satisfaction of both parties within 90 days after service of the notice set forth in subsection a above, either party may request that controversy or claim be resolved through mediation or any other available legal proceedings.
- c. Nothing herein shall be construed to waive, limit or restrict any defense that is otherwise available to either party.

VIII. Indemnification

- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of the Van Buren Township Fire Department pursuant to the terms of this MOU shall be the responsibility of the Van Buren Township Fire Department if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Van Buren Township Fire Department or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the government body or unit of government or its employees by common law, statute, or court decision.
- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of a Regional Participating Partner, or its employees shall be the responsibility of the Regional Participating Partner if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Regional Participating Partner or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the Regional Participating Partner, or the employees of any of them as provided by common law, statute, or court decision.

IX. Insurance

Each party to this MOU shall bear the risk of its own actions as it would with normal, day-to-day operations and determine for itself what kinds and amounts of insurance it should carry.

X. Termination of the MOU

- a. This MOU shall terminate when all AFG Program obligations are completed and/or expired.
- b. A Regional Participating Partner may terminate its participation in this MOU any time prior to the Regional Participating Partners purchasing the Training and Equipment and with 30 days' written notice to the Authority's Project Lead.

XI. Points of Contact

The VBFD will designate a Primary Lead, as well as identify Points of Contact for Training, Fiscal, and Documentation responsibilities. The Regional Participating Partners will designate a Primary Point of Contact, as well as identify Points of Contact for Training and Fiscal responsibilities. Points of Contact are set forth in the attached Exhibit A.

XII. Notice

Notice of termination or withdrawal from this MOU shall be made in writing and shall be served personally or by registered mail upon the Van Buren Township Fire Department's Project Lead. Termination or withdrawal shall not be effective until 30 days after the Van Buren Township Fire Department has received written notice. The termination or withdrawal from the MOU shall apply only to the Regional Participating Partner that has tendered the required notice; this MOU shall otherwise remain in full force and effect until all AFG Program obligations are completed and/or expired.

XIII. Choice of Law; Severability

This MOU will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. Whenever possible, each provision of this MOU will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this MOU 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 MOU or the application of the provision to other parties and circumstances.

XIV. Authority to Enter into *MOU*; Execution by Counterpart

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XV. Extent of Agreement; Amendments

This MOU, together with any affixed exhibits or other documentation, constitutes the entire understanding between the Hosting Organization and the Regional Participating Partners with respect to the subject matter of the MOU and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. No party has relied on any prior representations, of any kind or nature, in entering into this MOU. This MOU may be amended by written agreement by all parties if approved in accordance with grant contract terms and conditions. Notice of any amendments or revisions of the MOU must be made in writing to all parties by the requesting entity. Amendments shall only take effect upon acceptance and execution of an amended instrument by all parties.

Van Buren Township
(Regional Participating Partner)

Date: _____
Linda Combs, Township Supervisor

Date: _____
Daniel Besson, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY THE CITY OF ANN ARBOR

City of Ann Arbor, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the City of Ann Arbor.

City of Ann Arbor
(Regional Participating Partner)

_____ **Date:** _____

Tom Crawford, Interim City Administrator

_____ **Date:** _____

Larry Collins, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY AUGUSTA TOWNSHIP

Augusta Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Augusta Township.

Augusta Township
(Regional Participating Partner)

_____ **Date:** _____

Pete Hafler, Township Supervisor

_____ **Date:** _____

David Music, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY CITY OF BELLEVILLE

City of Belleville, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the City of Belleville.

City of Belleville
(Regional Participating Partner)

_____ Date: _____

Kerreene Conley, Mayor

_____ Date: _____

Brian Loranger, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY CHELSEA AREA FIRE AUTHORITY

Chelsea Area Fire Authority, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Chelsea Area Fire Authority.

City of Chelsea/Chelsea Area Fire Department
(Regional Participating Partner)

Date: _____
Tom Osborne, Fire Authority Board Chairman

Date: _____
Jim Payeur, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER
BY SALINE AREA FIRE DEPARTMENT

Saline Area Fire Department, hereby agrees to the foregoing MOU and obligations therein, on behalf of the
Saline Area Fire Department

Saline Area Fire Department
(Regional Participating Partner)

_____, **Date:** _____

Brian Marl, Mayor City of Saline

_____, **Date:** _____

Craig Hoeft, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY SCIO TOWNSHIP

Scio Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Scio Township.

Scio Township
(Regional Participating Partner)

_____ **Date:** _____

Spaulding Clark, Township Supervisor

_____ **Date:** _____

Carl Ferch, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY SUMPTER TOWNSHIP

Sumpter Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Sumpter Township.

Sumpter Township
(Regional Participating Partner)

_____ **Date:** _____

John Morgan, Supervisor

_____ **Date:** _____

Joe Januszyk, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY THE CITY OF YPSILANTI

The City of Ypsilanti, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of The City of Ypsilanti.

The City of Ypsilanti
(Regional Participating Partner)

_____ **Date:** _____

Ralph Lange, City Manager

_____ **Date:** _____

Max Anthouard, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY YPSILANTI TOWNSHIP

Ypsilanti Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Ypsilanti Township.

Ypsilanti Township
(Regional Participating Partner)

Brenda L Stumbo Date: 3/30/16

Brenda Stumbo, Township Supervisor

Karen Lovejoy-Roe Date: 3/30/16

Karen Lovejoy-Roe, Township Clerk

Eric Copeland Date: 3/30/16

Eric Copeland, Fire Chief

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

APRIL 19, 2016 BOARD MEETING

ACCOUNTS PAYABLE CHECKS - \$	654,537.24
HAND CHECKS -	<u>\$ 926,193.31</u>
GRAND TOTAL -	\$ 1,580,730.55

Choice Health Care Deductible – MARCH 2016

ACH EFT -	\$ 58,278.15
ADMIN FEE -	\$ 1,207.50 (FEB)

User: mharris

CHECK NUMBERS 171600 - 171632

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
03/29/2016	AP	171600	5049	BLUE CROSS BLUE SHIELD OF MI	133,288.99
03/29/2016	AP	171601	BCBS	BLUE CROSS BLUE SHIELD OF MI	35,200.28
03/29/2016	AP	171602	16509	CLEAR RATE COMMUNICATIONS, INC	1,100.97
03/29/2016	AP	171603	COMCAST B	COMCAST BUSINESS	825.00
03/29/2016	AP	171604	0363	COMCAST CABLE	128.73
03/29/2016	AP	171605	0363	COMCAST CABLE	161.04
03/29/2016	AP	171606	0363	COMCAST CABLE	104.85
03/29/2016	AP	171607	0363	COMCAST CABLE	214.90
03/29/2016	AP	171608	2002	DELTA DENTAL PLAN OF MICHIGAN	13,555.80
03/29/2016	AP	171609	0119	DTE ENERGY**	73,621.72
03/29/2016	AP	171610	0426	GUARDIAN ALARM	960.00
03/29/2016	AP	171611	16486	PAETEC	8.86
03/29/2016	AP	171612	6263	STANDARD INSURANCE COMPANY	4,317.85
03/29/2016	AP	171613	VSP	VISION SERVICE PLAN	2,436.48
04/01/2016	AP	171614	0118	DTE ENERGY	25,147.85 V
04/04/2016	AP	171615	6821	AT & T	29.92
04/04/2016	AP	171616	6821	AT & T	92.12
04/04/2016	AP	171617	0363	COMCAST CABLE	114.35
04/04/2016	AP	171618	1475	VERIZON WIRELESS	101.10
04/04/2016	AP	171619	0480	YPSILANTI COMMUNITY	150.60
04/04/2016	AP	171620	16292	ZAP ZONE LASER TAG	160.00
04/04/2016	AP	171621	0363	COMCAST CABLE	239.85
04/04/2016	AP	171622	6045	Q.P.S PRINTING	1,048.35
04/04/2016	AP	171623	0306	YPSILANTI TOWNSHIP	4,000,000.00 V
04/05/2016	AP	171624	HNH	HOME OF NEW VISION	9,103.51
04/06/2016	AP	171625	6532	SPARTAN MOTORS	595,215.00
04/05/2016	AP	171626	6959	BUTZEL LONG	6,020.48
04/07/2016	AP	171627	0118	DTE ENERGY	44,932.34
04/07/2016	AP	171628	0426	GUARDIAN ALARM	163.11
04/07/2016	AP	171629	1475	VERIZON WIRELESS	71.03
04/07/2016	AP	171630	1475	VERIZON WIRELESS	1,039.15
04/07/2016	AP	171631	1475	VERIZON WIRELESS	1,755.85
04/07/2016	AP	171632	1475	VERIZON WIRELESS	31.08

AP TOTALS:

Total of 33 Checks:

4,951,341.16

Less 2 Void Checks:

4,025,147.85

Total of 31 Disbursements:

926,193.31

User: mharris

CHECK NUMBERS 171633 - 171725

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
04/19/2016	AP	171633	2937	A & R TOTAL CONSTRUCTION, INC.	721.76
04/19/2016	AP	171634	AAATA	AAATA	32.20
04/19/2016	AP	171635	6858	ABBEY DOOR	1,175.50
04/19/2016	AP	171636	0468	ACUSHNET COMPANY	2,600.16
04/19/2016	AP	171637	15493	ADAM KURTINAITIS	735.00
04/19/2016	AP	171638	15373	ADVANCE PRINT & GRAPHICS	643.02
04/19/2016	AP	171639	15991	ADVANTAGE MARKETING SOLUTIONS	9,412.30
04/19/2016	AP	171640	6514	ALL PRO EXERCISE	545.00
04/19/2016	AP	171641	A. MATURO	AMELIA ANN MATURO	25.00
04/19/2016	AP	171642	0022	ANN ARBOR WELDING SUPPLY CO	201.26
04/19/2016	AP	171643	6396	ARBOR INSPECTION SERVICES	395.00
04/19/2016	AP	171644	0215	AUTO VALUE YPSILANTI	329.40
04/19/2016	AP	171645	0667	AUTOMATED BUSINESS MACHINES	193.00
04/19/2016	AP	171646	0071	BRENDA STUMBO	113.29
04/19/2016	AP	171647	16209	BRIDGESTONE GOLF INC	950.40
04/19/2016	AP	171648	4833	CALLAWAY GOLF SALES COMPANY	114.75
04/19/2016	AP	171649	1312	COMPLETE BATTERY SOURCE	25.42
04/19/2016	AP	171650	0582	CONGDON'S	51.82
04/19/2016	AP	171651	DLN	DETROIT LEGAL NEWS	111.00
04/19/2016	AP	171652	2039	DTE ENERGY COMPANY -	1,693.02
04/19/2016	AP	171653	EASTERN OI	EASTERN OIL COMPANY	1,011.57
04/19/2016	AP	171654	2898	EMERGENT HEALTH PARTNERS	5,956.15
04/19/2016	AP	171655	8585	ESRI	2,500.00
04/19/2016	AP	171656	1233	GORDON FOOD SERVICE INC.	819.35
04/19/2016	AP	171657	6161	GOVERNMENTAL CONSULTANT	2,850.00
04/19/2016	AP	171658	0107	GRAINGER	464.94
04/19/2016	AP	171659	0503	HOME DEPOT	112.62
04/19/2016	AP	171660	H.ELECTRIC	HOOVER ELECTRIC, PLUMBING, HEATING	37.50
04/19/2016	AP	171661	0500	HORNUNG'S	52.95
04/19/2016	AP	171662	5641	INTERNATIONAL CODE COUNCIL*	135.00
04/19/2016	AP	171663	J. BLAIR	JUSTIN BLAIR	63.40
04/19/2016	AP	171664	K.RAUTIOLA	KALYNN RAUTIOLA	12,000.00
04/19/2016	AP	171665	KNOWBE4	KNOWBE4 INC	1,035.00
04/19/2016	AP	171666	LIGHT UP	LIGHT UP DISTRIBUTION, INC	25.00
04/19/2016	AP	171667	6467	LOWE'S	102.76
04/19/2016	AP	171668	6185	LUBRICATION ENGINEERS	763.70
04/19/2016	AP	171669	LYDEN OIL	LYDEN OIL COMPANY	448.45
04/19/2016	AP	171670	0158	MARK HAMILTON	1,500.00
04/19/2016	AP	171671	15405	MAYNARDS AUTO SERVICE CENTER	10.00
04/19/2016	AP	171672	0253	MCLAIN AND WINTERS	99,427.30
04/19/2016	AP	171673	16165	MICHIGAN ABILITY PARTNERS	3,376.80
04/19/2016	AP	171674	16461	MICHIGAN LINEN SERVICE, INC.	1,005.73
04/19/2016	AP	171675	16407	MLIVE MEDIA GROUP	10.00
04/19/2016	AP	171676	MCR, LLC	MODERN COURT REPORTING, LLC	212.50
04/19/2016	AP	171677	2986	NAPA AUTO PARTS*	67.48
04/19/2016	AP	171678	N. PETTIT	NEIL PETTIT	200.00
04/19/2016	AP	171679	2997	OFFICE EXPRESS	961.35
04/19/2016	AP	171680	0309	ORCHARD, HILTZ & MCCLIMENT INC	2,889.00
04/19/2016	AP	171681	0913	PARKWAY SERVICES, INC.	125.00
04/19/2016	AP	171682	P. POWER	PETER POWER	1,155.00
04/19/2016	AP	171683	6203	PITTSFIELD CHARTER TOWNSHIP	595.00
04/19/2016	AP	171684	6506	PM TECHNOLOGIES, LLC	3,837.82
04/19/2016	AP	171685	PNC EQUIP	PNC EQUIPMENT FINANCE, LLC	7,272.07
04/19/2016	AP	171686	6045	Q.P.S PRINTING	270.00
04/19/2016	AP	171687	1637	RESIDEX, LLC	1,339.90
04/19/2016	AP	171688	6308	RKA PETROLEUM	1,771.38
04/19/2016	AP	171689	3059	RUBBER STAMPS UNLIMITED INC	37.50
04/19/2016	AP	171690	0634	SAM'S CLUB DIRECT	82.66
04/19/2016	AP	171691	11274	SENSAPHONE	187.30
04/19/2016	AP	171692	0383	SHERWIN WILLIAMS COMPANY	30.08
04/19/2016	AP	171693	0395	SHRADER TIRE & OIL	36.95
04/19/2016	AP	171694	15751	SOUTHERN COMPUTER WAREHOUSE	173.57
04/19/2016	AP	171695	1507	SPARTAN DISTRIBUTORS	1,180.24
04/19/2016	AP	171696	6442	STATE OF MICHIGAN	225.00
04/19/2016	AP	171697	0632	STERICYCLE INC	173.87
04/19/2016	AP	171698	16295	STERN BROTHERS & CO	478.13
04/19/2016	AP	171699	9852	SUSAN CHATMAN	100.00
04/19/2016	AP	171700	11025	TAMMIE KEEN	91.26
04/19/2016	AP	171701	6824	THD AT- HOME SERVICES	121.50
04/19/2016	AP	171702	15941	TODD BARBER	3,675.00
04/19/2016	AP	171703	2943	TRI COUNTY INTERNATIONAL	639.37
04/19/2016	AP	171704	15175	ULLIANCE	911.55
04/19/2016	AP	171705	VTS	VALENTINE TREE SERVICE	1,375.00
04/19/2016	AP	171706	0497	VAN BUREN STEEL & FABRICATING	38.35
04/19/2016	AP	171707	WALSH	WALSH MARINE BUOYS	529.00
04/19/2016	AP	171708	7035	WASHTENAW COMMUNITY COLLEGE#	149.27
04/19/2016	AP	171709	WCH	WASHTENAW COUNTY HEALTH DEPT.	241.00
04/19/2016	AP	171710	16425	WASHTENAW COUNTY LEGAL NEWS	100.00

User: mharris

CHECK NUMBERS 171633 - 171725

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
04/19/2016	AP	171711	0163	WASHTENAW COUNTY ROAD COMMISSION	2,286.57
04/19/2016	AP	171712	15249	WASHTENAW COUNTY SHERIFF'S OFFICE	3,497.00
04/19/2016	AP	171713	7005	WASHTENAW COUNTY TREASURER	787.42
04/19/2016	AP	171714	0444	WASHTENAW COUNTY TREASURER#	2,377.50
04/19/2016	AP	171715	0444	WASHTENAW COUNTY TREASURER#	457,067.92
04/19/2016	AP	171716	7042	WASHTENAW INTERMEDIATE	182.81
04/19/2016	AP	171717	16368	WEINGARTZ	192.57
04/19/2016	AP	171718	4263	WOLVERINE FREIGHTLINER	114.85
04/19/2016	AP	171719	0480	YPSILANTI COMMUNITY	355.87
04/19/2016	AP	171720	0480	YPSILANTI COMMUNITY	628.14
04/19/2016	AP	171721	YCCS	YPSILANTI COMMUNITY SCHOOLS - WR	24.82
04/19/2016	AP	171722	7039	YPSILANTI COMMUNITY SCHOOLS - YP	623.50
04/19/2016	AP	171723	7034	YPSILANTI DISTRICT LIBRARY	319.44
04/19/2016	AP	171724	6417	YPSILANTI TOWNSHIP PETTY CASH	750.00
04/19/2016	AP	171725	6417	YPSILANTI TOWNSHIP PETTY CASH	279.21

AP TOTALS:

Total of 93 Checks:

654,537.24

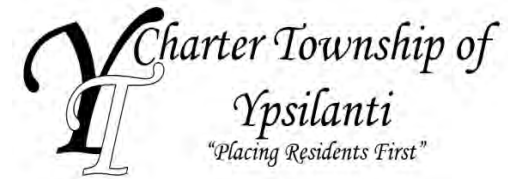
Less 0 Void Checks:

0.00

Total of 93 Disbursements:

654,537.24

**OFFICE OF THE TREASURER
LARRY J. DOE**



**MONTHLY TREASURER'S REPORT
MARCH 1, 2016 THROUGH MARCH 31, 2016**

Account Name	Beginning Balance	Cash Receipts	Cash Disbursements	Ending Balance
101 - General Fund	2,224,727.14	503,767.19	671,233.17	2,057,261.16
101 - Payroll	95,612.18	767,437.64	756,882.38	106,167.44
101 - Willow Run Escrow	142,400.50	24.12	0.00	142,424.62
206 - Fire Department	1,663,924.48	4,809.64	285,223.42	1,383,510.70
208 - Parks Fund	4,009.02	0.42	359.63	3,649.81
212 - Roads/Bike Path/Rec/General Fund	292,069.77	50,808.33	200,733.80	142,144.30
225 - Environmental Clean-up	444,544.64	47.79	35,000.00	409,592.43
226 - Environmental Services	1,370,844.09	1,481.15	181,170.90	1,191,154.34
230 - Recreation	26,495.72	236,070.41	48,385.87	214,180.26
236 - 14-B District Court	160,842.86	187,954.11	91,502.25	257,294.72
244 - Economic Development	67,211.44	7.51	0.00	67,218.95
248 - Rental Inspections	168,728.57	12,431.99	12,852.88	168,307.68
249 - Building Department Fund	530,474.52	71,852.41	29,314.34	573,012.59
250 - LDFA Tax	75,023.25	246,975.24	229,760.00	92,238.49
252 - Hydro Station Fund	405,160.42	68,859.38	137,096.81	336,922.99
266 - Law Enforcement Fund	680,901.50	1,410.81	67,717.26	614,595.05
280 - State Grants	18,392.48	2.06	0.00	18,394.54
301 - General Obligation	5,169.08	481,000.57	481,000.00	5,169.65
397 - Series "B" Cap. Cost of Funds	26,887.16	481,029.06	452,000.00	55,916.22
398 - LDFA 2006 Bonds	6,561.15	229,767.36	0.00	236,328.51
498 - Capital Improvement 2006 Bond Fund	337,400.83	57.16	0.00	337,457.99
584 - Green Oaks Golf Course	203,261.13	22,542.28	26,401.41	199,402.00
590 - Compost Site	976,122.43	2,112.94	19,252.91	958,982.46
595 - Motor Pool	292,943.02	32.33	6,209.51	286,765.84
701 - General Tax Collection	85,436.84	7,633.10	3,544.90	89,525.04
703 - Current Tax Collections	16,424,210.28	247,242.13	1,774,668.85	14,896,783.56
707 - Bonds & Escrow/GreenTop	805,883.54	34,658.32	3,386.25	837,155.61
708 - Fire Withholding Bonds	101,331.89	15.13	12,000.00	89,347.02
893 - Nuisance Abatement Fund	52,000.11	964.23	1,121.97	51,842.37
ABN AMRO Series "B" Debt Red. Cap.Int.	15,373.85	0.00	0.00	15,373.85
GRAND TOTAL	27,703,943.89	3,660,994.81	5,526,818.51	25,838,120.19

SUPERVISOR REPORT

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

Charter Township of Ypsilanti

Proclamation

In Honor of
Chemical Awareness Week
May 8-14, 2016

WHEREAS, it is important that people are made more aware of the role that chemicals play in their daily lives; and

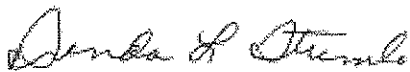
WHEREAS, along with the benefits of chemicals, we need to be aware of the dangers hazardous materials pose to our families, especially to our children and youth and of the preventative measures that we can take to avoid possible harm; and

WHEREAS, we must encourage cooperation between local emergency planning committees and their local business, industrial, retail, service, and farming sectors to increase the involvement of off-site emergency planning of hazardous material accidents; and

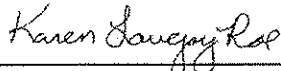
WHEREAS, it is essential that we work to improve the awareness of local emergency planning committees about the chemicals manufactured, used or sold in factories, companies, retail stores and farms in their communities.

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Ypsilanti Board of Trustees does hereby proclaim the week of May 8-14, 2016 *CHEMICAL AWARENESS WEEK* in Ypsilanti Township and we encourage all citizens to obtain and share information about the proper uses of chemicals in order to ensure a safer future for our Township.

Dated and signed this 19th day of April, 2016



Brenda L. Stumbo, Supervisor



Karen Lovejoy Roe, Clerk



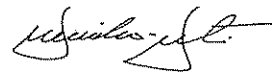
Larry J. Doe, Treasurer



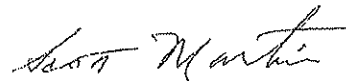
Jean Hall Currie, Trustee



Stan Eldridge, Trustee



Mike Martin, Trustee



Scott Martin, Trustee

Charter Township of Ypsilanti

Proclamation

In Honor of
Multiple Chemical Sensitivity Awareness
May 8-14, 2016

WHEREAS, people of all ages have developed the condition known as Multiple Chemical Sensitivity, often following either a single massive chemical exposure or repeated low level exposures to chemicals in the environment; and

WHEREAS, people with Multiple Chemical Sensitivity frequently also suffer from one or more of the overlapping conditions known as Chronic Fatigue/Immune Deficiency Syndrome, Fibromyalgia and Gulf War Syndrome; and

WHEREAS, Multiple Chemical Sensitivity is a chronic condition for which there is neither a proven treatment nor a cure, that typically affects several major organ systems with multiple symptoms that can include, but are not limited to: difficulty breathing, sleeping and/or concentrating, memory loss, migraines, nausea, abdominal pain, chronic fatigue, aching joints and muscles, disorders of the skin and sensory dysfunctions; and

WHEREAS, people with Multiple Chemical Sensitivity often have profound problems with health, finances, employment, housing, public access and personal relationships; and

WHEREAS, the health of the general population is at risk from chemical exposures which can lead to illnesses that are preventable through the reduction or avoidance of chemicals in the air, water and food in both indoor and outdoor environments; and

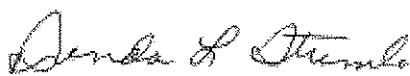
WHEREAS, Multiple Chemical Sensitivity is recognized by the Americans with Disabilities Act, the Social Security Administration, the U.S. Department of Housing and Urban Development, the Environmental Protection Agency and other state and federal governmental agencies and commissions which have supported the health and welfare of people with this condition; and

WHEREAS, reasonable accommodations, educational efforts and recognition of Multiple Chemical Sensitivity can provide opportunities for people with this condition to enjoy access to work, schooling, public facilities and other settings where they can contribute their skills, knowledge, ideas and creativity; and

WHEREAS, individuals with Multiple Chemical Sensitivity need the understanding and support of family, friends, employers and co-workers, medical professionals, other members of society and governmental agencies at all levels to help them cope with the significant and pervasive lifestyle changes imposed by this illness;

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees does hereby proclaim the week of May 8-14, 2016 *MULTIPLE CHEMICAL SENSITIVITY AWARENESS WEEK* in Ypsilanti Township and commend this observance to all Township residents.

Dated and signed this 19th day of April, 2016



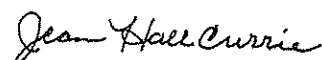
Brenda L. Stumbo, Supervisor



Karen Lovejoy Roe, Clerk



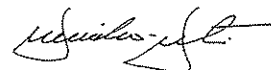
Larry J. Doe, Treasurer



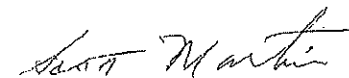
Jean Hall Currie, Trustee



Stan Eldridge, Trustee



Mike Martin, Trustee



Scott Martin, Trustee

CLERK REPORT

APRIL 19, 2016

Submitted by Karen Lovejoy Roe, Clerk

- **MAY 3, 2016 COUNTYWIDE WISD MILLAGE ELECTION-** The Clerk's Department has mailed out the absentee ballots and are receiving voted ballots in every day. The Clerk's office is extremely busy. The number of requests are on track with the very high turnout of the Presidential Primary in March. The State Bureau of Elections has approved the use of dual poll books for our elections. The Clerk's office is in process of working with the IS Department to utilize the dual system in some pilot locations for the May election. Sample ballots are available in the Clerk's office. Voters can request an absentee ballot by calling the Clerk's office at 734.484.4700 or emailing at klovejoyroe@ytown.org. Absentee ballots must be returned by 8:00 PM to the Clerk's office on election day, Tuesday, May 3, 2016.m
- **PASSPORTS-**The number of passports being processed is record breaking for our office and all passport locations due to the expiration of passports that were issued following the new requirement 10 years ago of a passport or pass to visit Canada and Mexico. There are also a large number of families applying for passports for the first time. The Clerk's office processed 18 passports on Friday, April 8, 2016 for the Eastern Michigan University Men's Basketball team and staff.
- **WASHTENAW COMMUNITY COLLEGE 50TH ANIVERSARY** –On Thursday, March 31, 2016 Clerk Lovejoy Roe attended the 50th Anniversary Celebration Opening Doors. Washtenaw Community College was celebrating 50 years of making a difference in people's lives through excellent and accessible educational programs and services. There were several speakers that presented awards and proclamations to the Community College. It was a very wonderful event and celebration.
- **AFFORDABLE HOUSING REGIONAL EQUITY LEADERSHIP GROUP MEETING-** Clerk Lovejoy Roe attended the meeting of the Affordable Housing Regional Equity Leadership Group on Wednesday, April 13, 2016 at the LRC off of Washtenaw Ave. This group of elected leaders and Washtenaw County staff are working on strategies to implement the goals of the Affordable Housing Study that was adopted throughout Washtenaw County. The City of Ann Arbor is working on ordinance changes to allow Accessory Dwelling Units at Single Family Residences. They are also exploring Downtown Premiums, where premiums would be granted to developers for restricting a specific number of units in new high rise residential buildings for affordable housing units. The County staff shared updates on the Platt Rd. development which could include affordable housing units. A draft of an annual report was provided and discussed. It is hopeful that County Staff will present the annual report at Township Board and City Council meetings in June. The next meeting is scheduled for Wednesday, May 11, 2016.
- **REGIONAL TRANSPORTATION AUTHORITY-** Clerk Lovejoy Roe attended the meeting of the RTA Joint Policy/Technical meeting on Wednesday, April 13, 2016 at the Dearborn City Council Chamber in Dearborn, Michigan. A project update was presented along with the study schedule. Reports were provided on the recent

Public/Stakeholder Open Houses. The Ann Arbor open house was attended by 130 individuals. The results of a survey revealed that the Detroit to Ann Arbor Commuter Rail was highly supported along with the Woodward Bus Rapid Transit (BRT). Concepts of the BRT Transit Stations were presented. A conceptual commuter rail schedule was included in the presentation. There will be a millage/ballot proposal on the November 2016 ballot for all the counties that are a part of RTA including Washtenaw County to provide funding to implement both the Regional Rail and the Bus Rapid Transit across county lines.

- **WASHTENAW URBAN COUNTY EXECUTIVE COMMITTEE MEETING-** Clerk Lovejoy Roe attended the Washtenaw Urban County Executive Committee Meeting on Wednesday, August 6, 2016. The 2016 Washtenaw Urban County Action Plan was adopted at this meeting. Staff presented a HOME 2015 Substantial Amendment that will be voted on at the next meeting. There is a 30-day public comment period on the amendment currently underway. The amendment will provide \$201,540 to Habitat to purchase, renovate and support down payment assistance for 5 homes.
- **STATE BUREAU OF ELECTIONS MANDATORY TRAINING** -On Thursday, March 31, 2016 part of the Clerk's staff attended election training in Pittsfield Township. On Wednesday, April 13th the remaining Clerk's staff attended election training in Oakland County. The Supervisor's and Treasurer's staff helped support the Clerk's staff remaining while others were at training. The Clerk's staff appreciates the great teamwork that all share between the three offices.
- **WASHTENAW COUNTY ELECTIONS DIVISION AUDIT-**Ypsilanti Township had one precinct that was selected for an audit of the Presidential Primary election. The audit was conducted by the Washtenaw County Elections Division of the Clerk's office. The Audit was very successful with all audited items conducted properly per election law.

TREASURER REPORT

THERE IS NO WRITTEN TREASURER REPORT

TRUSTEE REPORT

THERE IS NO WRITTEN TRUSTEE REPORT

ATTORNEY REPORT

GENERAL LEGAL UPDATE

OLD BUSINESS

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

Memorandum

To: Planning Commission
From: Joe Lawson, Planning Director
Date: March 3, 2016
Re: Proposed First Reading of Ordinance 2016-457
to amend zoning ordinance section 2109 "Signs"

As the Board may recall, in early 2015, the Planning Commission held a public hearing and further made a recommendation to the Board to consider amendments to section 2109 "Signs" of the Township Zoning Ordinance. The initial purpose of the 2015 amendment was to bring the sign ordinance into compliance with the updated billboard regulations recommended by the State of Michigan and to further update the ordinance in relation to political signage.

During the review of the proposed amendment by the Board, additional language was considered in order to further update the sign code in relation to window signage. The added language was intended to regulate the content of the window signage so to only permit the display of a company logo and the hours of operation. The ordinance would further prohibit the display of sale items or any other advertisements.

Shortly after the Board approved the second reading of the new ordinance, staff learned of a 2015 U.S. Supreme Court ruling, *Reed v Town of Gilbert Arizona* where the high court ruled that regulating content within a sign ordinance was unconstitutional and in turn made our newly amended ordinance unenforceable.

That being said, please find attached proposed ordinance number 2016-457 amending section 2109 of the zoning code, "Signs". The attached amendment is being proposed in order to bring the Township's sign ordinance into compliance with the ruling made by the U.S. Supreme Court in relation to content neutrality.

Recommendation:

Staff recommends the Board approve the First Reading of Proposed Ordinance 2016-457 amending Zoning Ordinance Section 2109.3.b(4) "Signs" as attached.

RESOLUTION 2016-02
(In Reference to Ordinance 2016-457)

*An ordinance amending the Charter Township of Ypsilanti Zoning
Code Sign Ordinance No. 74*

Whereas, the Township Planning Commission in February 2016,
approved a proposed amendment to the Township's Zoning Code, Section 2109
"Signs" subsection 3b, footnote 4, regarding the content of temporary or
permanent window signs; and

Whereas, the United States Supreme Court in Reed v Town of Gilbert
Arizona, recently issued a decision prohibiting regulating sign content on the
grounds that such regulations infringe on the 1st Amendment right to free
speech; and

Whereas, the Township's current sign ordinance 2109(3)b footnote 4
contains a provision which limits the content of window signs to a company name
or company logo; and

Whereas, proposed ordinance 2016-457 amends the sign ordinance
2109(3)b footnote 4 by deleting the provision restricting sign content to a
company name or company logo;

Now Therefore,

Be it resolved, that Ordinance No. 2016-457 is hereby adopted by
reference.

PROPOSED ORDINANCE NO. 2016-457

An ordinance amending the Charter Township of Ypsilanti Zoning Code Sign Ordinance No. 74

The Charter Township of Ypsilanti hereby ordains that Ordinance No. 74 known as the Zoning Code for the Charter Township be amended, as follows:

Sec 2109. Signs. Subsection 3.b. non-residential building – mounted signs. Footnote (4) which reads as follows shall be deleted:

(4) Temporary or permanent window signs shall be permitted to be installed on the inside of a building in a manner visible from the public way provided that such signs or graphics do not exceed two signs per window and further do not cover more than 20 percent of the window surface area. Window signs shall be limited to the company name and or logo occupying the given space. Signage shall not include the advertisement of products, services, or other non-company affiliated graphics. Hours of operation and street numbers are exempt from this requirement.

The following new provision is adopted:

Sec 2109. Signs. Subsection 3.b. non-residential building – mounted signs. Footnote (4):

(4) Temporary or permanent window signs shall be permitted to be installed on the inside of a building in a manner visible from the public way provided that such signs or graphics do not exceed two signs per window and further do not cover more than 20 percent of the window surface area. Hours of operation and street numbers are exempt from this requirement.

Severability

The various parts, sentences, paragraphs and clauses of this ordinance are severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall not be affected.

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.

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

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

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

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

April 11, 2016

Brenda Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry Doe, Treasurer
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Re: *Follow Up to the April 5, 2016 Public Hearing Seeking the Revocation of the Class C Liquor License from the Michigan Liquor Control Commission for the Business Known as Los Dos Fuentes Located at 1960 Whittaker Road if the Board Decides to Adopt the Proposed Findings of Fact Contained in Proposed Resolution 2016-14*

Dear Board Members:

As I am sure your respective files reflect, the Ypsilanti Township Board of Trustees conducted a public hearing on **April 5, 2016** concerning whether the Township Board would seek from the Michigan Liquor Control Commission the revocation of a Class C Liquor License approved for the business known as Los Dos Fuentes with said address being 1960 Whittaker Road. This hearing was conducted by Township Supervisor Brenda L. Stumbo and concluded with the Board advising the representatives of Los Dos Fuentes that a decision would be rendered at the Township Board's next regular meeting scheduled for Tuesday, **April 19, 2016**.

As such, please find enclosed a proposed Resolution containing the proposed findings of fact for the Board's consideration. Since the Board is the "**Fact Finder**," this proposed Resolution is intended only to be of assistance in the event the Board decides to take action seeking revocation of the Class C Liquor License for Los Dos Fuentes located at 1960 Whittaker Road. As such, all Board members are encouraged to review the proposed resolution and, likewise, make changes, including additions, deletions, etc. Likewise, the Township Board, as

Stumbo/Roe/Doe
Re: Revocation of Liquor License Resolution
April 11, 2016
Page 2

being the ultimate finder of fact, can reject all of the proposed findings contained in the proposed resolution and decide not to proceed further in this matter.

In any event, I wanted to take a moment and provide your offices with this proposed resolution in advance of the **April 19** Board meeting. If after review of this correspondence, you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,



Wm. Douglas Winters
/js

cc: Trustees
Mike Radzik
Alex Mamo
Joe Lawson
Bill Elling
Jill Kulhanek
Eric Copeland, Fire Chief
Dennis O. McLain
Angela B. King

PROPOSED RESOLUTION 2016-14

Requesting the Michigan Liquor Control Commission Revoke Las Dos Fuentes Class C Liquor License for 1960 Whittaker Road

Whereas, on May 14, 2012, the Township Board, at the request of Las Dos Fuentes, LLC (“LLC”), approved a Class C Liquor License for 1960 Whittaker Road; and

Whereas, since the liquor license was approved, 1960 Whittaker Road has continuously remained a vacant and unoccupied building; and

Whereas, on March 7, 2016, a written report was filed setting forth specific grounds for revocation of Las Dos Fuentes liquor license and scheduling a public hearing for April 5, 2016, regarding the request to revoke the liquor license; and

Whereas, on March 10, 2016, the written report and notice of the public hearing was served on the licensee’s authorized agent by registered mail; and

Whereas, the notice served on the authorized agent included advice that the licensee had the right to have legal counsel at the hearing, the right to present evidence, the right to question adverse witnesses; and

Whereas, on April 5, 2016, the Township Board conducted a public hearing on whether the Class C Liquor License approved for 1960 Whittaker Road, should be revoked; and

Whereas, at the April 5, 2016, hearing, representatives of the licensee, Las Dos Fuentes, LLC appeared and were given an opportunity to hear the evidence presented, question the witnesses and present evidence on its own behalf; and

Whereas, the Township Board, based on the evidence presented at the public hearing, makes the following findings:

1. Since May 14, 2012, when the Township Board approved Las Dos Fuentes liquor license, the premises of 1960 Whittaker Road has continuously remained vacant and unoccupied.

2. For nearly four years, the licensee's progress in renovating the premises of 1960 Whittaker Road has been negligible.
3. The licensee has authorized plumbing and electrical work performed on the premises of 1960 Whittaker Road without the issuance of necessary permits and inspections, resulting in the issuance of a stop work order.
4. In July 3, 2013, the Township Building Director after conducting an inspection of the building located at 1960 Whittaker Road, revoked the certificate of occupancy for multiple code violations documented in photographs taken during the inspection.
5. Since May 14, 2012, the Township has issued to the licensee, six separate notices of violations regarding 1960 Whittaker Road for multiple code and ordinance violations ranging from trash accumulation around the building to unsafe electrical wiring.
6. Despite numerous requests by the Township planner, the licensee has failed to submit a site plan, including occupant loads and parking calculations for review.

Whereas, the Township Board concludes that the Las Dos Fuentes, LLC is in violation of: (1) Township Ordinance 37-25(e) prohibiting a liquor licensee from engaging in an unreasonable, delay in the completion of remodeling or construction of the licensed premises; and (2) Township Ordinance 37-27 failing to correct multiple code violations identified by the Township Building Director and Township Community Standards Department.

Now therefore, be it resolved, the Township Board requests, pursuant to MCL 436.1501 that the Michigan Liquor Control Commission revoke Las Dos Fuentes Class C liquor license for 1960 Whittaker Road.

NEW BUSINESS

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #7**

April 19, 2016

101 - GENERAL OPERATIONS FUND

Total Increase \$105,099.00

Budget for DTE to convert 223 mercury and sodium vapor street lights to LED cost savings lights. The annual savings is projected to be \$17,426.57. This will be fund by an EO rebate (after construction) of \$8,552 and an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$53,386.00
	Rebates & Energy Savings Credit	101-000-000-675.100	\$8,552.00
		Net Revenues	<u><u>\$61,938.00</u></u>
Expenditures:	Street Light - Construction/Conversion	101-956-000-926.050	\$61,938.00
		Net Expenditures	<u><u>\$61,938.00</u></u>

Budget for DTE to install an overhead LED street light at E Clark just west of Ridge Road. This will be fund by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$1,061.00
		Net Revenues	<u><u>\$1,061.00</u></u>
Expenditures:	Street Light - Construction/Conversion	101-956-000-926.050	\$1,061.00
		Net Expenditures	<u><u>\$1,061.00</u></u>

Budget for Special May Election recently scheduled by the County. This will be funded by a reimbursement from the County after the election.

Revenues:	Reimbursement for Elections	101-000-000-686.000	\$42,100.00
		Net Revenues	<u><u>\$42,100.00</u></u>
Expenditures:	APPOINTED OFFICIALS	101-215-000-704.000	\$26,000.00
	REG OVERTIME	101-215-000-709.000	\$6,000.00
	OFFICE SUPPLIES - ELECTIONS	101-215-000-740-010	\$5,000.00
	PROFNSL SRV-PROGRAMMING BALLO	101-215-000-801.200	\$3,500.00
	TRAVEL - ELECTIONS	101-215-000-860.010	\$500.00
	EQUIPMENT RENTAL/LEASING	101-215-000-941.000	\$1,100.00
		Net Expenditures	<u><u>\$42,100.00</u></u>

Motion to Amend the 2016 Budget (#7):

Move to increase the General Fund budget by \$105,099 to \$8,963,692 and approve the department line item changes as outlined.

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: Township Board; McLain & Winters
Re: **Request to approve use of an existing Class C liquor license transferred from the City of Ann Arbor for AKI2, LLC at 1828 Whittaker Rd and to waive the \$1,000 license transfer application fee.**
Date: April 8, 2016

The Aki Sushi Bar & Grill has been in business for approximately two years at 1828 Whittaker Rd in the Paint Creek retail center. The business is owned by Andy Tang, who is the owner and resident agent of AKI2, LLC. Mr. Tang wishes to serve beer and wine in order to insure the ongoing success of the restaurant, to provide additional employment, and to offer more dining options for area residents.

AKI2, LLC recently acquired an existing Class C liquor license that was issued within City of Ann Arbor jurisdiction and was being held in escrow by its former owner, Tran, Inc. at 883 W. Eisenhower Parkway. The Michigan Liquor Control Commission (MLCC) approved the transfer of ownership and location of the license on March 30, 2016.

In accordance with local code requirements, Mr. Tang has submitted a liquor license application seeking Township approval to use the transferred license in Ypsilanti Township. The MLCC process included vetting of the applicant and the proposed site. The Office of Community Standards has also inspected the site and has deemed it to be in compliance with applicable building and property maintenance codes. The site is also in compliance with zoning regulations to allow the sale and consumption of liquor on the premises. AKI2, LLC is an active company registered with the Michigan Department of Licensing and Regulatory Affairs and its resident agent, Mr. Tang, meets the qualifications specified by Township ordinance to hold a liquor license. Mr. Tang is a resident of Ypsilanti Township.

I respectfully recommend approval of this Class C liquor license transfer. Furthermore, in consideration of Mr. Tang's proactive pursuit and acquisition of an existing Class C liquor license from another jurisdiction, I request that the \$1,000 license application fee be waived.

For informational purposes, this Class C license will continue to be counted against the City of Ann Arbor's license quota and will have no effect on Ypsilanti Township's license quota.

Landowner Name: Charter Township of Ypsilanti
Tax Parcel ID #: K-11-23-200-001
Page 1

SURVEY AUTHORIZATION

I/we, hereby provide to NEXUS Gas Transmission, its affiliates, agents, employees and contractors, the limited permission to enter upon my/our property only for the purposes of conducting civil, geophysical, geotechnical testing, environmental and cultural resource surveys, *expressly subject to the condition that I am/we are paid for any and all damages to property or crops that may be directly caused by such activities*. Your answers to the following questions will be most helpful in accurately completing our survey activities.

Is there water well located on this property? _____ Yes _____ No
Is there a septic system located on this property? _____ Yes _____ No

Comments: _____

Signature: _____
Brenda L. Stumbo, Supervisor

Signature: _____
Karen Lovejoy Roe, Clerk

RE: Tract No(s): MI-WA-112-0010
Dated: _____

Contact: 734-484-4700 Work
734-260-6578Cell

Description of Survey Activities

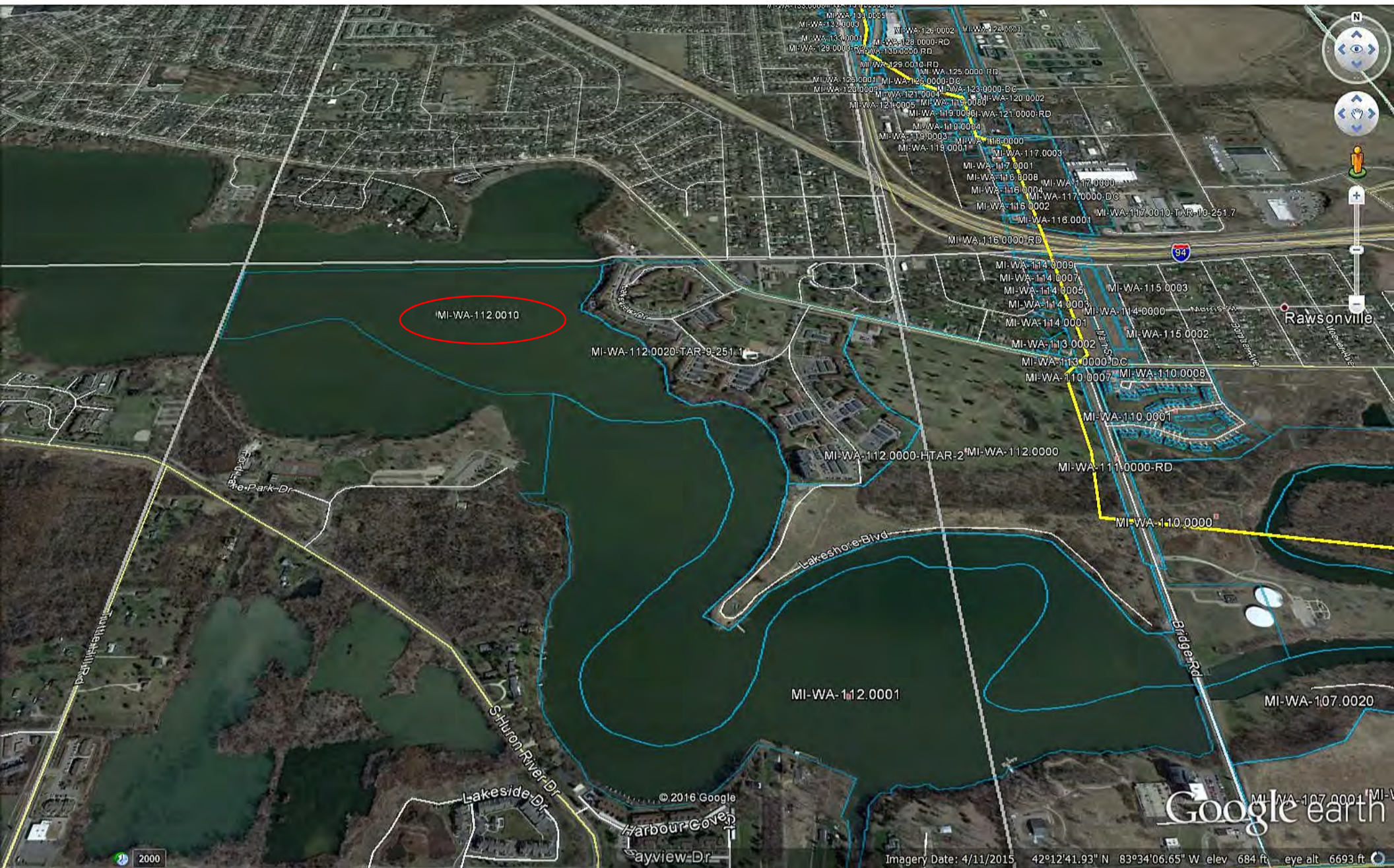
Depending on the size of an individual parcel, all survey activities described below should only take a minimal amount of time and should not result in any inconvenience to the property owner. All survey work will be performed during reasonable daylight hours only. All work will be performed by authorized professional surveyors and their crews. The surveys that NEXUS Gas Transmission ("NEXUS") will request for each property are:

(a) **Civil Survey.** This activity involves approximately four to five representatives, intermittently placing wooden stakes along a portion of each property to delineate the area described as the "study corridor." Depending upon the length of the proposed study corridor on the property to be surveyed, this activity should take no longer than two days for each property that will be surveyed.

(b) **Environmental Survey.** This activity involves approximately two to three representatives walking within the study corridor, which will be clearly staked, to identify and delineate any vegetative and geological indicators of wetland areas that may be present on the property. The wetlands boundaries will be marked with small colored flags. NEXUS representatives will also look for the presence of any threatened or endangered species, if a suspected habitat is within the staked area. Depending on the length of the proposed route of the pipeline on the property being surveyed, this activity should take no longer than three days for each property that will be surveyed.

(c) **Cultural Resources Survey.** This activity involves two to four representatives walking within the staked study corridor to identify any indicators of potential archaeological resources. If such a site is suspected, then the Archeologists would return to that location with spade shovels and perform a limited excavation of the test hole that would measure approximately 2x2 feet square and approximately 2-3 feet deep. Any area that is excavated for this type of survey will be restored by NEXUS to a condition consistent with its condition prior to the excavation. Depending on the length of the proposed route of the pipeline on the property being surveyed, the archaeological walkover will take less than one day. If a limited archaeological excavation is necessary, it should take no longer than two days, weather permitting.

During any survey work, no trees over 2 inches in diameter or timber will be cut down or removed from any property. Small brush, however, may be cut in order for the civil surveyors to obtain a line-of-sight. If any such brush is cut in residential areas, it will be removed from the property by NEXUS representatives.



MI-WA-112.0010

MI-WA-112.0020-TAR-9.251.1

MI-WA-112.0000-H-TAR-2 MI-WA-112.0000

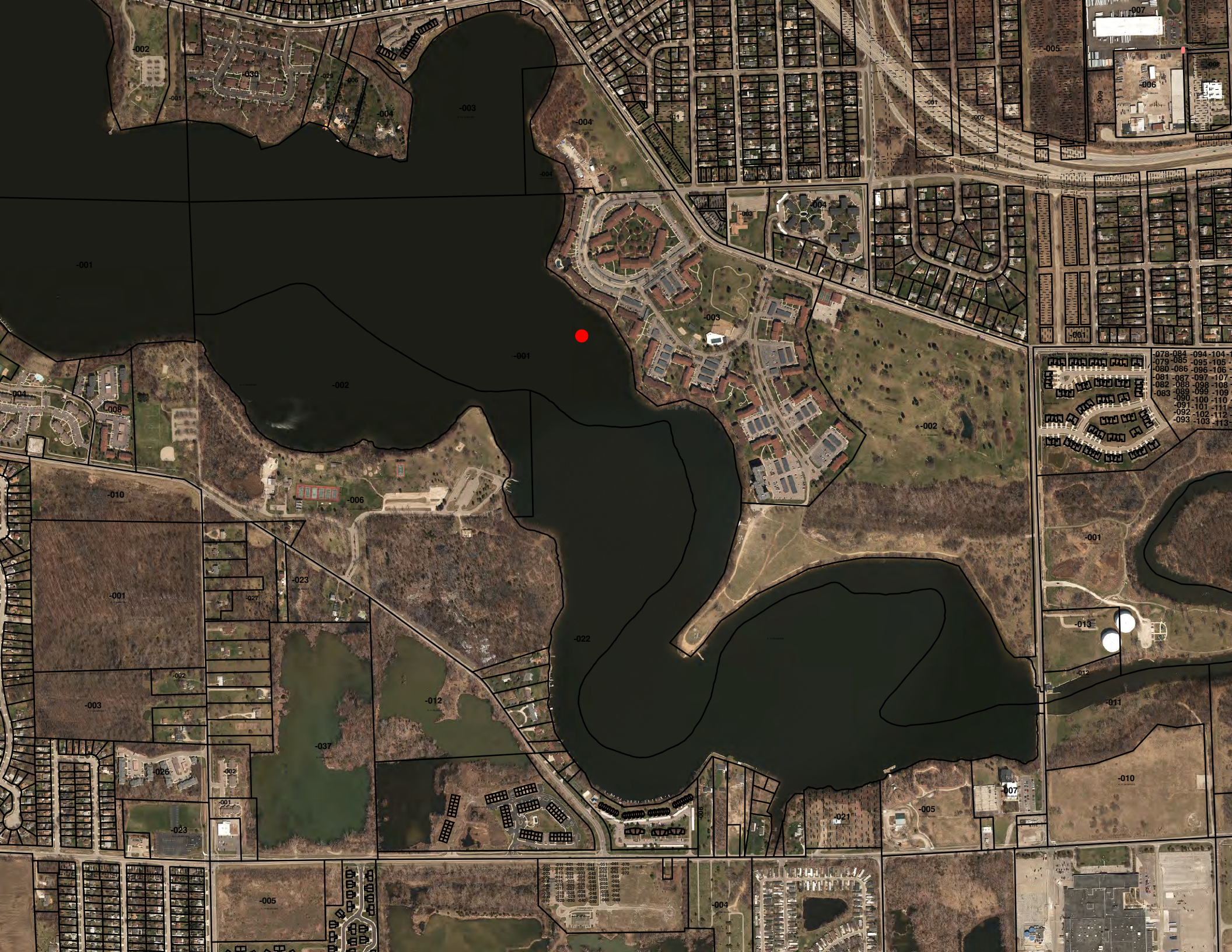
MI-WA-111.0000-RD

MI-WA-112.0001

MI-WA-107.0020

Google earth

Imagery Date: 4/11/2015 42°12'41.93" N 83°34'06.65" W elev 684 ft eye alt 6693 ft





Grantor	Grantee	Sale Price		Sale Date	Inst. Type	Terms of Sale			Liber & Page	Verified By	Prcnt. Trans.
Property Address		Class: EXEMPT COUNTY, CI			Zoning: R2 SI	Building Permit(s)			Date	Number	Status
FORD LAKE SHORELINE		School: VAN BUREN SCHOOL DISTRICT									
Owner's Name/Address		P.R.E. 0%									
CHARTER TWP OF YPSILANTI 7200 S HURON RIVER DR YPSILANTI MI 48197		MAP #: R 023 006 00									
		2016 Est TCV 0									
		Improved	X	Vacant	Land Value Estimates for Land Table 00999.YPSILANTI TOWNSHIP PROPERTY						
		Public Improvements			* Factors *						
Tax Description					Description	Frontage	Depth	Front	Depth	Rate %Adj. Reason	Value
YP#23-2A ALL THAT PART OF SECTION 23 LYING N OF THE HURON RIVER AND S'LY OF THE 686 FTCONTOUR ON THE NORTH SIDE OF HURON RIVER SEC 23 T3S-R7E 143 AC.							0.00	Total Acres		Total Est. Land Value =	0
Comments/Influences											
		Topography of Site									
		Level Rolling Low High Landscaped Swamp Wooded Pond Waterfront Ravine Wetland Flood Plain			Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
		Who When What			2016	EXEMPT	EXEMPT	EXEMPT			EXEMPT
					2015	EXEMPT	EXEMPT	EXEMPT			EXEMPT
					2014	0	0	0			0
					2013	0	0	0			0
The Equalizer. Copyright (c) 1999 - 2009. Licensed To: Township of Ypsilanti, County of Washtenaw, Michigan											

Park Commission

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



Lonnie Scott, Chair
Keith P. Jason, Vice Chair
Debbie Swanson, Secretary
Richard Roe, Treasurer

Commissioners:
Gail Boyd-Palmer
Evan Hayes
Jimmie Maggard
Monica Ross-Williams
Jasmine Mackey

MEMORANDUM

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

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

Subject: Recommendations to the Township Board

Date: April 6, 2016

At our meeting on April 4, 2016, the Park Commission voted unanimously in favor of the following motions:

“The Park Commission recommends that the Township Board be sent a copy of the smoke free parks public hearing notice to the township board for support and to get help publicizing the hearing.”

The official posting of this meeting was sent with this memo. Please share it widely as the Board deems appropriate and please attend if possible.

“The Park Commission recommends that the Township Board create a joint committee with the Park Commission to review the proposals to lease ball fields.”

Trustee Eldridge attended our meeting and said he believed decisions and discussion should take place quickly. In an effort to expedite that process I have named Commissioners: Jason, Swanson and Ross-Williams to this joint committee in the event that it is indeed created by the Township Board.

Please let me know if you have any questions.

PUBLIC NOTICE

The Ypsilanti Township Park Commission of Ypsilanti, Washtenaw County, Michigan, will hold a Public Hearing at 7200 S. Huron River Drive, Ypsilanti Township, Michigan 48197, on Monday, May 2, 2016 at approximately 6:30pm, to discuss making Ypsilanti Township parks smoke free. Hearing will be followed by the regularly scheduled Park Commission Meeting.

Lonnie Scott, Chair
Ypsilanti Township Park Commission

Published: Friday, April 1, 2016

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of April 8, 2016 between The Detroit Edison Company ("Company") and Charter Township of Ypsilanti ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated March 28, 2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	44380807	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	2016 Mercury Vapor Conversion Project, as more fully described on the maps attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	223	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	<p><u>Overhead (OH):</u> 110 – 175 watt Mercury Vapor to 65 watt LED 6 – 250 watt Mercury Vapor to 135 watt LED 1 – 400 watt Mercury Vapor to 135 watt LED 44 – 100 watt High Pressure Sodium to 65 watt LED 29 – 250 watt High Pressure Sodium to 135 watt LED 2 – 400 watt High Pressure Sodium to 135 watt LED</p> <p><u>Underground (UG):</u> 1 – 175 watt Mercury Vapor to 65 watt LED 10 – 100 watt High Pressure Sodium to 65 watt LED 20 – 250 watt High Pressure Sodium to 135 watt LED</p>	
5. Estimated Total Annual Lamp Charges	\$36,646.26	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$61,938.00
	Credit for 3 years of lamp charges:	N/A
	CIAC Amount (cost minus revenue)	\$61,938.00
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	

<p>9. Does the requested Customer lighting design meet IESNA recommended practices?</p>	<p>(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices</p> <p style="text-align: center;">Signature: _____</p>
<p>10. Customer Address for Notices:</p>	<p>Charter Township of Ypsilanti 7200 South Huron River Drive Ypsilanti, MI 48197</p>

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) ☐ YES ☒ NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least ____ posts and ____ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at _____. Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warranties, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology ("EELT") Terms:

All or a portion of the Equipment consists of EELT: (check one) ☒ YES ☐ NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment. .

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

Customer:

The Detroit Edison Company

Charter Township of Ypsilanti

By: _____

By: _____

Name: _____

Name: _____

Title: _____

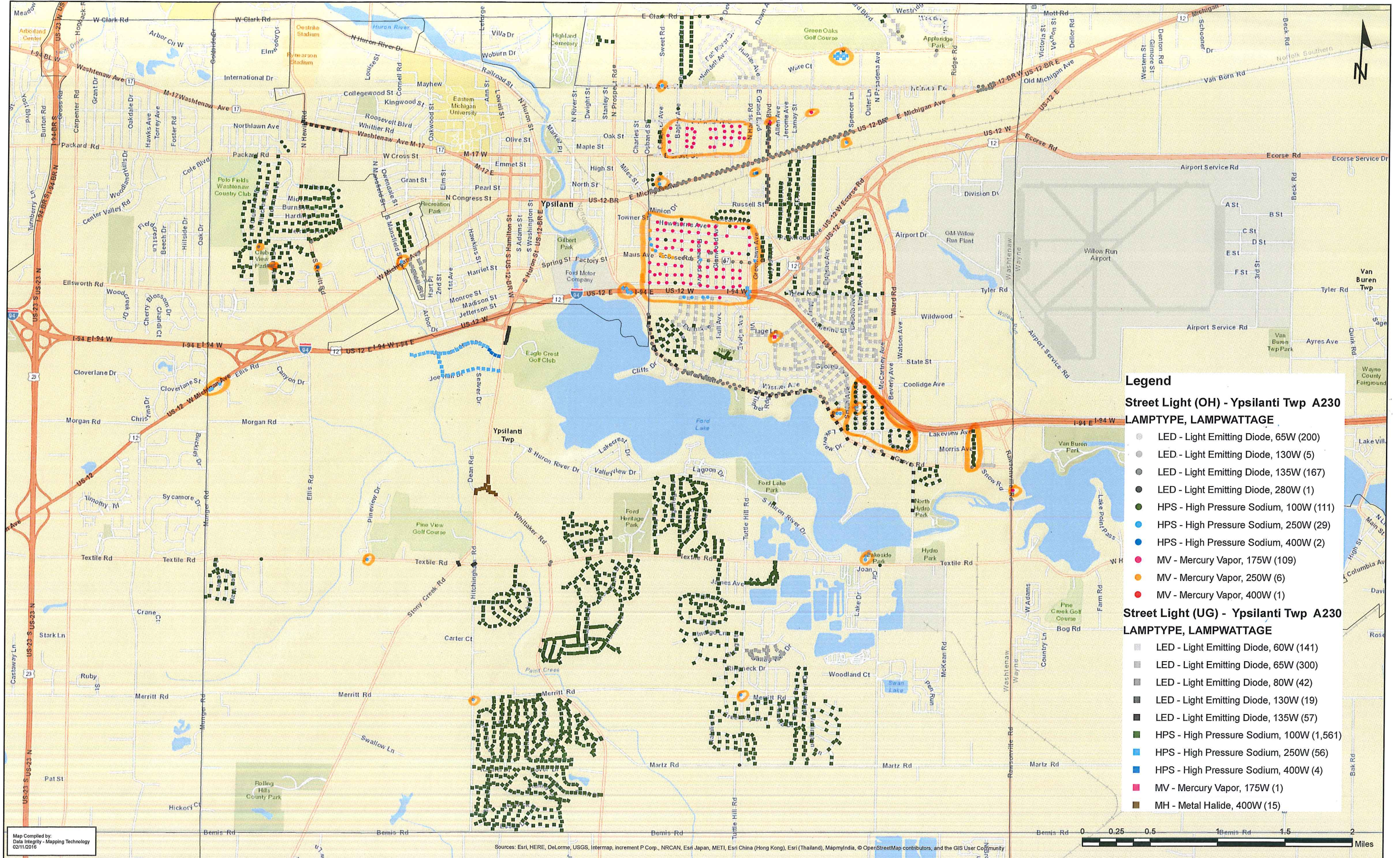
Title: _____

Attachment 1 to Purchase Agreement

Map of Location



Ypsilanti Township - Streetlight Locations



Legend

Street Light (OH) - Ypsilanti Twp A230
LAMPTYPE, LAMPWATTAGE

- LED - Light Emitting Diode, 65W (200)
- LED - Light Emitting Diode, 130W (5)
- LED - Light Emitting Diode, 135W (167)
- LED - Light Emitting Diode, 280W (1)
- HPS - High Pressure Sodium, 100W (111)
- HPS - High Pressure Sodium, 250W (29)
- HPS - High Pressure Sodium, 400W (2)
- MV - Mercury Vapor, 175W (109)
- MV - Mercury Vapor, 250W (6)
- MV - Mercury Vapor, 400W (1)

Street Light (UG) - Ypsilanti Twp A230
LAMPTYPE, LAMPWATTAGE

- LED - Light Emitting Diode, 60W (141)
- LED - Light Emitting Diode, 65W (300)
- LED - Light Emitting Diode, 80W (42)
- LED - Light Emitting Diode, 130W (19)
- LED - Light Emitting Diode, 135W (57)
- HPS - High Pressure Sodium, 100W (1,561)
- HPS - High Pressure Sodium, 250W (56)
- HPS - High Pressure Sodium, 400W (4)
- MV - Mercury Vapor, 175W (1)
- MH - Metal Halide, 400W (15)

Map Compiled by:
Data Integrity - Mapping Technology
02/11/2016

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

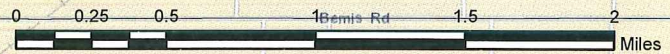


Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of April 13, 2016 between The Detroit Edison Company ("Company") and Charter Township of Ypsilanti ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated March 28, 2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	44840319 If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	South side of E Clark Rd just west of Ridge Rd in Ypsilanti Township, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	1 – Overhead fed 65 watt Autobahn LED with black housing mounted on a 6' arm attached to an existing wood pole.	
5. Estimated Total Annual Lamp Charges	\$137.80	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$1,474.22
	Credit for 3 years of lamp charges:	\$413.40
	CIAC Amount (cost minus revenue)	\$1,060.82
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices Signature: _____	
10. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S Huron River Dr Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe	

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) ☐ YES ☒ NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least **N/A** posts and **N/A** luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at _____. Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warranties, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology ("EELT") Terms:

All or a portion of the Equipment consists of EELT: (check one) ☒ YES ☐ NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment. .

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

Customer:

The Detroit Edison Company

Charter Township of Ypsilanti

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attachment 1 to Purchase Agreement

Map of Location



April 13, 2016

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

Re: Proposed Street Lighting near the bus stop at intersection of Ridge Rd & E Clark Rd

I have completed the review of your request for proposed lighting and have prepared a cost estimate for the installation of one street light near the bus stop on the south side of E Clark Rd just west of Ridge Rd. I am recommending the installation of one 65 watt Autobahn LED style fixture with black housing mounted on a 6' arm attached to an existing wood pole. Please see attached preliminary sketch.

The costs are based on the Option 1 Municipal Street Light rate, where DTE Energy installs, owns, and maintains the lighting system. The rate requires a portion of the construction cost be paid by the customer, which is determined by the following formula.

Ridge Rd & E Clark Rd – 1 New Street Light on Existing Wood Pole

Annual operating cost	\$137.80
Cost to construct	\$1,474.22
Minus 3yrs revenue	(\$413.40)
Contribution from Ypsilanti Township	\$1,060.82

The price quoted shall be in effect for a period of six months from the date of this letter, after which these costs will no longer be valid. After installation the total cost for additional modification, relocation or removal will be the responsibility of the requesting party. Payment of the customer contribution must be made prior to the actual start of construction.

Please contact me for a Street Lighting Purchase Agreement if you would like to proceed with the above installation. If you have questions please call me at 734-397-4188.

Sincerely,

Lance Alley

Lance Alley
Account Manager
DTE Energy - Community Lighting

CREW NOTES:

1. TRUCK ACCESSIBLE.
2. INSTALL ON TRANSFORMER POLE.
3. NOT FIELD VERIFIED BY PLANNER.

Streetlight Billing Summary

A230 - YPSILANTI TWP OF

9000 YPSIZ IN 1 *531

Created on: 4/12/2016 2:35:47 PM

MONTROSE ST

E CLARK RD

RIDGE RD

WL 1: 210946-277285

IN: MULTIPLE LED 65 LY COBRA

IN: OH CODE S46

IN: PCLL

L 65 AFT203 -- 9000 YPSIZ -- A230 -- 531

SERIAL NUMBER: AFT203

DTE Energy**DTE Electric - Distribution Engineering and Planning**

Service Planner	Work Order Description CWO SL - NBUS - 1 OH - Ridge & E Clark - Ypsilanti Twp						
Kelly Sparrow	Work Order #	GIS-DSN	COH	CUL	CUG	PLC	
Phone	44880007	44880008	44880019				
734-397-4220	Circuit #1	Circuit #2			PH	SCMAT	
Supervisor	MOTT 8124					44880018	
Mark Slater	Service Center	Worksite City	Worksite Twp		County		
Phone	AA		Ypsilanti		Washtenaw		
734-397-4055	JU Work to be Performed				JU	RSD	
Planning Engineer	JU Company	Contact	Email		Phone		
	JU Company	Contact	Email		Phone		
Phone							
	CUE Number	Ver	Plot Date	Scale	Town	Range	
	628161	1	4/12/2016			Section Qtr	

Office (734) 544-4225
Fire Chief (734) 544-4110
Fire Marshal (734) 544-4107
Fax (734) 544-4195



FIRE DEPARTMENT
222 SOUTH FORD BOULEVARD
YPSILANTI, MICHIGAN 48198

TO: Ypsilanti Township Board Members

FROM: Eric Copeland, Fire Chief

DATE: April 13, 2016

RE: Request authorization to sell 1999 Freightliner Truck (formally known as Rescue 14-1)
for the amount of \$10,000.00

With the recent acquisition of a new 2015 Spartan Engine to our fleet, I would like to request authorization to sell the 1999 Freightliner Truck, formally known as Rescue 14-1, for the amount of \$10,000.00.

An unknown municipality has made an offer to purchase the vehicle, as is, for this amount. The offer seems reasonable given the age & condition of the truck.

If agreeable, I would like to accept the offer of \$10,000.00 for the sale of the 1999 Freightliner Truck & sign all documents pertaining to said sale.

SET PUBLIC HEARING DATE

- A. SET PUBLIC HEARING DATE OF TUESDAY, MAY 17, 2016 AT APPROXIMATELY 7:00PM FOR CREATION OF SPECIAL ASSESSMENT DISTRICT FOR THE WASHTENAW BUSINESS PARK AND HURON CENTER



DISTRICT #136
HURON COMMERCIAL INDUSTRIAL STREET LIGHTS
COST ESTIMATES AND SAVINGS FOR 2016 CONVERSION

Parcel Number	Address	Front Feet	\$/FF	Estimated 2016	2016 Conversion	Total: 2016	2015	Estimated 2016 Savings	Rate Savings: 2015 - 2016
K-11-16-361-002	166 James L. Hart Parkway	449.25	\$1.10730	\$497.45	\$ 112.40	\$ 609.86	\$ 688.95	\$ 79.09	\$ 191.50
K-11-37-361-020	James L. Hart Parkway	395.76	\$1.10730	\$438.23	\$ 99.02	\$ 537.24	\$ 606.92	\$ 69.68	\$ 168.69
K-11-37-361-019	1258 Anna J. Stepp	408.20	\$1.10730	\$452.00	\$ 102.13	\$ 554.13	\$ 626.00	\$ 71.87	\$ 174.00
K-11-37-361-022	1303 Anna J. Stepp	162.35	\$1.10730	\$179.77	\$ 40.62	\$ 220.39	\$ 248.97	\$ 28.58	\$ 69.20
K-11-37-361-023	1311 Anna J. Stepp	104.00	\$1.10730	\$115.16	\$ 26.02	\$ 141.18	\$ 159.49	\$ 18.31	\$ 44.33
K-11-16-361-014	699 James L. Hart Parkway	677.30	\$1.10730	\$749.97	\$ 169.46	\$ 919.43	\$ 1,038.68	\$ 119.25	\$ 288.71
K-11-37-365-001 / -004	James L.Hart Parkway	264.00	\$1.10730	\$292.33	\$ 66.05	\$ 358.38	\$ 404.86	\$ 46.48	\$ 112.53
K-11-17-361-003	444 James L.Hart Parkway	360.92	\$1.10730	\$399.65	\$ 90.30	\$ 489.95	\$ 553.49	\$ 63.54	\$ 153.84
K-11-17-361-005	770 James L. Hart Parkway	502.35	\$1.10730	\$556.25	\$ 125.69	\$ 681.94	\$ 770.38	\$ 88.44	\$ 214.13
K-11-17-361-016	1077 James L. Hart Parkway	314.60	\$1.10730	\$348.36	\$ 78.71	\$ 427.07	\$ 482.46	\$ 55.39	\$ 134.10
K-11-17-361-018	880 James L. Hart Parkway	307.42	\$1.10730	\$340.41	\$ 76.92	\$ 417.32	\$ 471.45	\$ 54.13	\$ 131.04
K-11-17-361-019	1010 James L. Hart Parkway	368.34	\$1.10730	\$407.86	\$ 92.16	\$ 500.02	\$ 564.87	\$ 64.85	\$ 157.01
K-11-17-361-020	775 James L. Hart Parkway	610.86	\$1.10730	\$676.41	\$ 152.84	\$ 829.24	\$ 936.79	\$ 107.55	\$ 260.38
K-11-17-361-021	James L.Hart Parkway	193.83	\$1.10730	\$214.63	\$ 48.50	\$ 263.12	\$ 297.25	\$ 34.13	\$ 82.62
K-11-17-361-022	James L.Hart Parkway	193.76	\$1.10730	\$214.55	\$ 48.48	\$ 263.03	\$ 297.14	\$ 34.11	\$ 82.59
		5312.94		5,883.03	\$ 1,329.30	\$ 7,212.33	\$ 8,147.70	\$ 935.38	\$ 2,264.67

% of Total Unit Area + Common								
Huron Commons Condominium		Area	Est: 2016	Conversion	Total: 2016	2015	Est 2016 Savings	Rate Savings: 2015 - 2016
K-11-37-365-001	Unit 1	0.31	\$90.61	20.48	\$111.09	\$ 125.50	\$ 14.41	\$ 34.89
K-11-37-365-002	Unit 2	0.23	\$67.24	15.19	\$82.43	\$ 93.12	\$ 10.69	\$ 25.88
K-11-37-365-003	Unit 3	0.20	\$58.47	13.21	\$71.68	\$ 80.98	\$ 9.30	\$ 22.51
K-11-37-365-004	Unit 4	0.26	\$76.01	17.17	\$93.18	\$ 105.26	\$ 12.08	\$ 29.25
Total Unit Area			\$292.33	66.05	\$358.38	\$ 404.86	\$ 46.48	\$ 112.53
Total Original Area								
Common Area (Road)								
Units 1 - 4 are allocated by % of area to the total area of Condo. Split in 2007.								

DISTRICT #177
WASHTENAW BUSINESS PARK
COST ESTIMATES AND SAVINGS FOR 2016 CONVERSION

Parcel Number	Address	Front Feet	\$/FF	Estimated 2016	2016 Conversion	Total 2016	2015	Estimated 2016 Savings	Rate Savings: 2015 - 2016
K -11-17-363-001	244 Joe Hall Drive	310.91	1.2715	\$ 395.32	\$ 96.97	\$ 492.29	\$ 532.93	\$40.64	\$ 137.61
K-11-37-361-019	1258 Anna J. Stepp	324.00	1.2715	\$ 411.97	\$ 101.06	\$ 513.02	\$ 555.37	\$42.35	\$ 143.40
K-11-37-361-021	Joe Hall Drive	214.07	1.2715	\$ 272.19	\$ 66.77	\$ 338.96	\$ 366.94	\$27.98	\$ 94.75
K-11-38-363-003	Joe Hall Drive	192.55	1.2715	\$ 244.83	\$ 60.06	\$ 304.88	\$ 330.05	\$25.17	\$ 85.22
K -11-17-363-004	Joe Hall Drive	150.00	1.2715	\$ 190.73	\$ 46.79	\$ 237.51	\$ 257.12	\$19.61	\$ 66.40
K -11-17-363-005	Joe Hall Drive	150.00	1.2715	\$ 190.73	\$ 46.79	\$ 237.51	\$ 257.12	\$19.61	\$ 66.40
K -11-17-363-006	Joe Hall Drive	150.00	1.2715	\$ 190.73	\$ 46.79	\$ 237.51	\$ 257.12	\$19.61	\$ 66.40
K -11-17-363-007	Joe Hall Drive	150.00	1.2715	\$ 190.73	\$ 46.79	\$ 237.51	\$ 257.12	\$19.61	\$ 66.40
K -11-17-363-008	Joe Hall Drive	150.00	1.2715	\$ 190.73	\$ 46.79	\$ 237.51	\$ 257.12	\$19.61	\$ 66.40
K -11-17-363-009	Joe Hall Drive	542.71	1.2715	\$ 690.06	\$ 169.27	\$ 859.33	\$ 930.26	\$70.93	\$ 240.20
K -11-17-363-012	Joe Hall Drive	150.00	1.2715	\$ 190.73	\$ 46.79	\$ 237.51	\$ 257.12	\$19.61	\$ 66.40
K -11-17-363-013	Joe Hall Drive	150.00	1.2715	\$ 190.73	\$ 46.79	\$ 237.51	\$ 257.12	\$19.61	\$ 66.40
K -11-17-363-014	Joe Hall Drive	150.00	1.2715	\$ 190.73	\$ 46.79	\$ 237.51	\$ 257.12	\$19.61	\$ 66.40
K -11-17-363-015	Joe Hall Drive	150.04	1.2715	\$ 190.78	\$ 46.80	\$ 237.57	\$ 257.18	\$19.61	\$ 66.40
K -11-17-363-016	Joe Hall Drive	386.16	1.2715	\$ 491.00	\$ 120.44	\$ 611.45	\$ 661.92	\$50.47	\$ 170.92
K -11-17-363-021	James L. Hart Parkway	104.19	1.2715	\$ 132.48	\$ 32.50	\$ 164.97	\$ 178.59	\$13.62	\$ 46.11
K -11-17-363-022	James L. Hart Parkway	128.74	1.2715	\$ 163.69	\$ 40.15	\$ 203.85	\$ 220.67	\$16.82	\$ 56.98
K -11-17-363-023	1260 James L. Hart Parkway	503.73	1.2715	\$ 640.49	\$ 157.11	\$ 797.61	\$ 863.44	\$65.83	\$ 222.95
K -11-17-363-025	1140 James L. Hart Parkway	514.56	1.2715	\$ 654.26	\$ 160.49	\$ 814.75	\$ 882.01	\$67.26	\$ 227.75
K-11-17-363-026	435 Joe Hall Drive	214.43	1.2715	\$ 272.65	\$ 66.88	\$ 339.53	\$ 367.55	\$28.02	\$ 94.90
K-11-17-363-027	Joe Hall Drive	223.50	1.2715	\$ 284.18	\$ 69.71	\$ 353.89	\$ 383.10	\$29.21	\$ 98.92
K-11-17-363-028	1200 Joe Hall Drive	757.82	1.2715	\$ 963.57	\$ 236.36	\$ 1,199.93	\$ 1,298.98	\$99.05	\$ 335.41
		5767.41		\$ 7,333.31	\$ 1,798.89	\$ 9,132.20	\$ 9,885.95	\$753.75	\$ 2,552.64

OTHER BUSINESS
