

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

June 21, 2016

Work Session – 5:00 p.m.

Regular Meeting – 7:00 p.m.

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



ADOPT-A-STOP MAINTENANCE AGREEMENT

The Ann Arbor Area Transportation Authority (hereinafter, "The Ride") 2700 S.Industrial Hwy, Ann Arbor, MI 48104 and Ypsilanti Charter Township hereinafter, "SPONSOR"), located at 7200 S.Huron River Dr. Ypsilanti , MI 48197 in consideration of the mutual promises contained herein agrees as follows this 16th day of June 2016.

AMENITIES

The Ride agrees to install a passenger shelter with a bench at bus stop #2499 located at Ypsilanti Township Civic Center.

MAINTENANCE

The SPONSOR agrees to empty trash receptacle weekly and clear snow as needed at the bus stop and surrounding pedestrian facilities during winter snow events.

The Ride will clean the bus shelter glass every 6 weeks in keeping with this agreement.

The Ride will repair the passenger shelter in the event it is damaged.

The Ride agrees to install trash receptacles at the bus stops to be maintained by the sponsor if requested. The sponsor may choose to provide their own receptacle.

TERM

This agreement shall continue for one (1) year, and shall automatically be extended for one-year periods unless either party notifies the other no less than 120 days before the end of a period that the agreement will terminate at the end of said period.

INDEMNIFICATION

The Ride shall hold SPONSOR harmless from liability for damages to person or property arising from the use of a Ride trash receptacle, bench, or concrete pad except to the extent that said damages result from the negligence or intentional wrongdoing of the SPONSOR, or its officers, agents, or employees.

The SPONSOR understands and acknowledges that caution should be used when handling the trash receptacles. The SPONSOR agrees to provide adequate supervision to individuals performing these services.

ANN ARBOR AREA TRANSPORTATION AUTHORITY

By: _____
Matt Carpenter Date
Chief Executive Officer

By: _____
Jeffrey Allen Date
Director –Residential Services
Ypsilanti Charter Township
734-484-0073
jallen@ytown.org

The Ride may report problems related to this work by calling the sponsor’s representative. The sponsor may report concerns to The Ride at jmurphy@theride.org or 734-794-1758





**safer
accessible
cleaner
bus stops**



This Bus Stop Adopted By
McKinley Properties

ADOPT-A-STOP The Ride

HELPING THE COMMUNITY. MAKING A DIFFERENCE.

Thanks to Our Partners!

- Anderson Villas
- Ann Arbor District Library
- Ann Arbor Housing Commission
- Ann Arbor Public Schools
- Arbor Pointe
- Arbor Village
- Arrowwood Co-op
- Briarwood Mall
- Brookridge Development Center
- Center for Independent Living
- Carpenter Place
- Catholic Social Services of Washtenaw Co.
- Chapel Hill Condo Association
- Chidister Place
- Children's Orchard
- Coachville Mobile Park
- Colonial Square Cooperative
- Cottage Inn Pizza
- Courtyard Shops
- Cranbrook Tower
- Cross Street Village
- Dairy Mart
- Delonis Center
- Downtown Development Authority
- Eastern Michigan University
- EMU Black Student Union
- Evergreen Apartments
- Fairway Trails Apartments
- First United Methodist Church
- Forest Hills Cooperative
- Fraser's Pub
- Fresh Start Club
- Glencoe Crossing
- Glencoe Hills Apartments
- Green Brier Apartments
- Green Baxter Court Community Center
- Hikone Community Center
- Hillside Terrace
- Hua Xing Market
- Huron Towers
- Huron Village Shopping Center
- J C Dental Clinic
- JDP Management
- Jewish Witnesses For Peace and Friends
- Kramer Triad Management
- Lakeshore Apartments
- Leverett Produce
- Mallets Creek Library
- Manchester Flats Apartments
- McKinley Properties
- Miller Manor
- New Covenant Church
- New West Willow Nbhd. Assoc.

- Ozone House
- Park Place Apartments
- Parkway Meadows
- Pinnacle Condo Community
- Select Management
- Sequoia Place
- Skyline High School
- Spicetree Apartments
- Stone School Condo. Assoc.
- Target – Oak Valley
- The Booth Residence
- The Bush Residence
- The Collins Residence
- The Degroot Residence
- The Ellinger Residence
- The Fukunaga Residence
- The Goldstein Residence
- The Harding Residence
- The Hollander Residence
- The House Residence
- The Iftkhar Residence
- The Keller Residence
- The Kowalak Residence
- The Kroenke Residence
- The Murnahan Residence
- The Page Residence
- The Panozzo Residence
- The Richardson Residence
- The Sell Residence
- The Shah Residence
- The Smith Residence
- The Steele Residence
- The Turf Residence
- The Wade Residence
- The Wessler Residence
- The Wright Residence
- Towne Center
- Traver Ridge Apartments
- U-Haul
- University Of Michigan
- University Townhouses
- Washtenaw Alano Club
- Washtenaw Community College
- Washtenaw Co. Adult Services
- Washtenaw County Support Ser.
- Westgate Shopping Center
- Wilson White Company Inc.
- Willowtree Apartments
- Windemere Apartments
- Woodbury Gardens
- YMCA
- Ypsilanti Community Schools

NEW! BUS SHELTER SOLAR LIGHTING



TheRide is pleased to announce Adopt-A-Stop partner Colonial Square has purchased and installed a solar lighting system in our bus shelter on Platt Rd. This system consists of a 20 watt solar panel with two 4.8 watt LED light bars. This system uses a motion sensor that activates the second light bar when a patron enters the shelter. When the shelter is unoccupied the lighting is reduced to a single light bar. This system was designed and constructed in Ann Arbor by Park Avenue Lighting.

Want to Adopt-A-Stop? Visit TheRide.org for more information.

14-B District Court

Revenue Report for May 2016

General Account

Account Number
Due to Washtenaw County
(101-000-000-214.222) **\$3,120.00**

Due to State Treasurer

Civil Filing Fee Fund (MCL 600.171): \$14,511.00
State Court Fund (MCL 600.8371): \$1,190.00
Justice System Fund (MCL 600.181): \$28,277.50
Juror Compensation Reimbursement Fund:
 Civil Jury Demand Fee (MCL 600.8371): \$20.00
 Drivers License Clearance Fees (MCL 257.321a): \$1,638.75
Crime Victims Rights Fund (MCL 780.905): \$5,820.30
Judgment Fee (Dept. of Natural Resources): \$10.00
E-File Fee (228.56): \$4,405.00
Due to Secretary of State
(101-000-000-206.136) \$1,632.00

Total: **\$57,504.55**

Due to Ypsilanti Township

Court Costs (101-000-000-602.136): \$39,331.63
Civil Fees (101-000-000-603.136): \$12,569.00
Probation Fees (101-000-000-604.000): \$6,490.99
Ordinance Fines (101-000-000-605.001): \$76,479.65
Bond Forfeitures (101-000-000-605.003): \$1,850.00
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): (\$623.86)

Total: **\$136,097.41**

Total to General Account - (101.000.000.004.136): \$196,721.96

Escrow Account

(101-000-000-205.136)

Court Ordered Escrow: \$2,848.00
Garnishment Proceeds: \$0.00
Bonds: \$21,150.00
Restitution: \$2,032.62

Total to Escrow Account - (101.000.000.205.136): \$26,030.62

	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	\$ 133,933.35	
May	\$90,046.85	\$ 136,097.41	
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	\$ 850,193.23	
Expenditure			
Budget:	\$1,328,089.00	\$ 1,443,321.00	
Difference:	\$56,300.90	\$ 593,127.77	

14-B District Court

Monthly Disbursements

May 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.

May 2016 Disbursements:

Washtenaw County:	\$ 3,120.00
State of Michigan:	\$ 57,504.55
Ypsilanti Township Treasurer:	\$136,097.41

TOTAL: \$196,721.96

YPSILANTI TOWNSHIP FIRE DEPARTMENT
MONTHLY REPORT

APRIL 2016

Fire Department staffing levels are as follows:

1 Fire Chief	3 Shift Captains	16 Fire Fighters
1 Clerk III/Staff Support	3 Shift Lieutenants	2 Probationary Fire Fighters

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 353 requests for assistance. Of those requests, 237 were medical emergency service calls, with the remaining 116 incidents classified as non-medical and/or fire related.

Department activities for the month of April, 2016:

- 1) The Public Education Department participated in the following events:
 - a) Truck Demonstration at Bottles & Backpacks Day Care
 - b) "Lunch with Firefighters" at Global Tech Academy
 - c) Safety Program with Huron Valley Ambulance at Township Recreation Center
 - d) Hosted "Fire House Friday" radio program for W4 Country Station 102.9FM
 - e) Car Seat fittings for U of M Buckle Up program

- 2) Fire fighters attended 6 neighborhood watch meetings

- 3) Fire fighters received training in the following areas:
 - a) AFG Mobile
 - b) Foam
 - c) Spartan Fire Engine 14-1
 - d) Washtenaw County Tech Rescue Team

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

- 1) WAMAA meeting
- 2) 3 Inspections: 317 Ecorse, Fresh Thyme Market, & Nick's Quick Stop
- 3) Preliminary Site Reviews: DTE (2), Fresh Thyme Market, & Majestic Lakes
- 4) Inspection with Whelan Lighting for new Spartan Fire Engine
- 5) Debriefing Career Directions – management training
- 6) Fire Marshal Proposal from the Firefighters Union
- 7) Fire Marshal Contractor meeting
- 8) County Medical Control ResQ meeting
- 9) Fire Dispatch Group meeting
- 10) Re-inspection for 317 Ecorse
- 11) HazMat Authority Board meeting
- 12) Eagle Crest – Management Trainee meeting
- 13) Fire Marshal Update meeting with Township Supervisor & Clerk
- 14) 800 MHz Consortium meeting
- 15) Hosted “Fire House Fridays” broadcast for W4 Radio Station
- 16) Place new Spartan Fire Engine 14-1 in service
- 17) Welcomed 2 newly hired Firefighters to the staff
- 18) Interviewed Firefighter Candidates
- 19) Issued Burn Permits: Rolling Hills & Lakewood Farms
- 20) Completed 4 Fire Investigations: 829 E Michigan, 658 Hayes, 1268 Holmes #7, & 109 Huron

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 **\$240,165.00**. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 04/07/2016	1246 Leforge	\$ 0.00 (fire / other - stove)
2) 04/09/2016	829 E Michigan	\$ 75,000.00 (building)
3) 04/10/2016	210 E Cross	\$ 0.00 (Mutual Aid – Ypsilanti City)
4) 04/14/2016	Forest Ave - EMU	\$ 0.00 (Mutual Aid – Ypsilanti City)
5) 04/15/2016	2375 Sunnyglen	\$ 750.00 (outside rubbish)
6) 04/17/2016	EB I-94	\$ 0.00 (vehicle)
7) 04/18/2016	Dorset & WB Bypass	\$ 500.00 (vehicle)
8) 04/19/2016	874 Davis	\$ 0.00 (outside rubbish)
9) 04/20/2016	658 Hayes	\$ 110,000.00 (building)
10) 04/20/2016	775 James Hart Pkwy	\$ 0.00 (compactor)
11) 04/21/2016	730 Towner	\$ 0.00 (Mutual Aid – Ypsilanti City)
12) 04/22/2016	109 Huron	\$ 0.00 (Mutual Aid – Ypsilanti City)
13) 04/24/2016	6278 Sheldon	\$ 200.00 (building – deck)
14) 04/24/2016	8080 Park Lane	\$ 0.00 (Mutual Aid – Superior Township)
15) 04/25/2016	1477 Blossom	\$ 215.00 (building – careless cooking)
16) 04/27/2016	1268 Holmes #7	\$ 53,000.00 (building)
17) 04/27/2016	89 Devonshire	\$ 500.00 (building – careless smoking)

Respectfully submitted,

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

Attachment: Fire House Incident Type Report (Summary) 04/01/2016 – 04/30/2016

Fire Department
Incident Type Report (Summary)

Alarm Date Between {04/01/16} And {04/30/16}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
100 Fire, Other	2	0.57%	\$0	0.00%
111 Building fire	9	2.55%	\$238,915	99.47%
117 Commercial Compactor fire, confined to rubbish	1	0.28%	\$0	0.00%
130 Mobile property (vehicle) fire, Other	1	0.28%	\$0	0.00%
131 Passenger vehicle fire	1	0.28%	\$500	0.20%
151 Outside rubbish, trash or waste fire	2	0.57%	\$750	0.31%
170 Cultivated vegetation, crop fire, Other	1	0.28%	\$0	0.00%
	17	4.82%	\$240,165	100.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	26	7.37%	\$0	0.00%
311 Medical assist, assist EMS crew	35	9.92%	\$0	0.00%
320 Emergency medical service, other	11	3.12%	\$0	0.00%
321 EMS call, excluding vehicle accident with injuries	34	37.96%	\$0	0.00%
322 Motor vehicle accident with injuries	9	2.55%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	0.28%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	21	5.95%	\$0	0.00%
	237	67.14%	\$0	0.00%
4 Hazardous Condition (No Fire)				
413 Oil or other combustible liquid spill	1	0.28%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	2	0.57%	\$0	0.00%
443 Breakdown of light ballast	1	0.28%	\$0	0.00%
	4	1.13%	\$0	0.00%
5 Service Call				
500 Service Call, other	1	0.28%	\$0	0.00%
520 Water problem, Other	1	0.28%	\$0	0.00%
522 Water or steam leak	1	0.28%	\$0	0.00%
531 Smoke or odor removal	3	0.85%	\$0	0.00%
550 Public service assistance, Other	2	0.57%	\$0	0.00%
5501 Neighborhood Watch	5	1.42%	\$0	0.00%
554 Assist invalid	3	0.85%	\$0	0.00%
561 Unauthorized burning	5	1.42%	\$0	0.00%
	21	5.95%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	3	0.85%	\$0	0.00%

Fire Department

Incident Type Report (Summary)

Alarm Date Between {04/01/16} And {04/30/16}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
6 Good Intent Call				
611 Dispatched & cancelled en route	15	4.25%	\$0	0.00%
6111 Canceled on Arrival	34	9.63%	\$0	0.00%
622 No Incident found on arrival at dispatch address	5	1.42%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.28%	\$0	0.00%
	58	16.43%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	3	0.85%	\$0	0.00%
730 System malfunction, Other	2	0.57%	\$0	0.00%
736 CO detector activation due to malfunction	3	0.85%	\$0	0.00%
740 Unintentional transmission of alarm, Other	1	0.28%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	5	1.42%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	2	0.57%	\$0	0.00%
	16	4.53%	\$0	0.00%

Total Incident Count: 353

Total Est Loss:

\$240,165

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

BUILDING DEPARTMENT REPORT - May 2016													
Permit Type	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Building	46	66	77	138	183								510
	\$ 15,022	\$ 12,486	\$ 51,384	\$ 29,532	\$ 50,604								\$ 159,028
Electrical	43	43	30	38	23								177
	\$ 4,780	\$ 3,630	\$ 2,855	\$ 6,205	\$ 2,110								\$ 19,580
Mechanical	95	83	70	63	56								367
	\$ 7,150	\$ 8,655	\$ 7,980	\$ 5,185	\$ 4,315								\$ 33,285
Plumbing	44	54	45	32	62								237
	\$ 4,345	\$ 3,975	\$ 3,440	\$ 2,580	\$ 4,575								\$ 18,915
Zoning	1	4	5	19	13								42
	\$ 35	\$ 140	\$ 250	\$ 935	\$ 650								\$ 2,010
Sub Totals	229	250	227	290	337								1,333
TOTAL YTD	\$ 31,332	\$ 28,886	\$ 65,909	\$ 44,437	\$ 62,254								\$ 232,818

INSPECTION RUNNING TOTALS (Building/Trades & Rental)													
Inspections	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Total 2016	542	381	564	398	509								2,394
Rental Inspections	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Total 2016	414	420	374	244	181								1,633

**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



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

JERRY L. CLAYTON
SHERIFF

MARK A. PTASZEK
UNDERSHERIFF

To: Brenda Stumbo, Ypsilanti Township Supervisor
From: Keith Flores, Police Services Lieutenant
Cc: Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board
Marlene Radzik, WCSO Police Services Commander
Date: June 7th, 2016
Re: May 2016 Police Services Monthly Report

OPERATIONS

In May of 2016, there were 4124 calls for service in Ypsilanti Township, which is a 9.8% increase in calls for service as compared to the 3755 calls for service in May of 2015. In April of 2016 we answered 4085 calls for service. As the weather increases and the students get out of school for the summer, we will continue to see an increase in call volume over the warmer spring and summer months. Deputies have conducted 1174 traffic stops during the month of May issuing 807 traffic citations consisting of both misdemeanors and civil infractions.

As the weather warms up and calls for service increase, please keep us informed of any crime(s) or suspected crimes. The Washtenaw County Sheriff's Office has and monitors a crime tip line in our Detective Bureau. That phone number is 734-973-7711. This number should not be used in cases of emergency or issues that need to be addressed right away. As always in cases of emergency or perceived immediate need, please continue to call 911.

Deputy Eugene Rush has been appointed as the permanent Ypsilanti Township Neighborhood Watch coordinator. He helps with and attends nearly 20-25 neighborhood watch meetings each month and works closely with Tammie Keen the Ypsilanti Twp Deputy Supervisor. Feel free to reach out to Deputy Rush at rushe@ewashtenaw.org if you have a neighborhood concern.

YOUTH INITIATIVE

Deputy Dyer has been assigned to be the Juvenile Resources Officer throughout the summer. She has made huge strides in connecting with the SURE (Sisters United, Resilient and Empowered) mothers group and meets with them twice a month while remaining in contact with several of them throughout the week. This is a support, advocacy and educational group for mothers with children that are struggling within the criminal justice, educational and/or community system. The current group consists of 10-20 mothers. Deputy Dyer, Rush, Bynum and Morrison have also been to juvenile detention on numerous occasions connecting with the juveniles that are currently being detained to build rapport and relationships with them and their families. This is a great way for law enforcement to connect with our local youth population that are in trouble and allow them to see the justice system in a positive way in lieu of just a punitive way.

CLR-008 Monthly Summary Of Offenses (WD)

City: Ypsilanti Twp-YPT



Month:	May
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 May

Classification	May/2015	May/2016	%Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
10001 KIDNAPPING/ABDUCTION	0	0	0%
10002 PARENTAL KIDNAPPING	1	0	-100%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	2	1	-50%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	1	0	-100%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	2	0%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	1	0	-100%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	1	1	0%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	2	0%
12000 ROBBERY	5	6	20%
13001 NONAGGRAVATED ASSAULT	59	40	-32.2%
13002 AGGRAVATED/FELONIOUS ASSAULT	30	32	6.666%
13003 INTIMIDATION/STALKING	2	7	250%
20000 ARSON	0	1	0%
21000 EXTORTION	0	0	0%
22001 BURGLARY -FORCED ENTRY	13	12	-7.69%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	0	5	0%
23002 LARCENY -PURSESNAATCHING	0	0	0%
23003 LARCENY -THEFT FROM BUILDING	10	6	-40%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	21	9	-57.1%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	2	2	0%
23007 LARCENY -OTHER	14	6	-57.1%
24001 MOTOR VEHICLE THEFT	10	12	20%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	2	0	-100%
24003 MOTOR VEHICLE FRAUD	0	0	0%
25000 FORGERY/COUNTERFEITING	6	3	-50%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	4	9	125%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	5	5	0%
26003 FRAUD -IMPERSONATION	0	1	0%
26005 FRAUD -WIRE FRAUD	0	0	0%
26007 FRAUD - IDENTITY THEFT	7	7	0%
26008 FRAUD - HACKING/COMPUTER INVASION	0	0	0%
27000 EMBEZZLEMENT	2	0	-100%
28000 STOLEN PROPERTY	3	1	-66.6%
29000 DAMAGE TO PROPERTY	36	37	2.777%
30001 RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002 RETAIL FRAUD -THEFT	6	24	300%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	15	16	6.666%
35002 NARCOTIC EQUIPMENT VIOLATIONS	3	6	100%
37000 OBSCENITY	1	0	-100%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of May

Classification	May/2015	May/2016	%Change
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
52001 WEAPONS OFFENSE- CONCEALED	4	5	25%
52003 WEAPONS OFFENSE -OTHER	2	2	0%
Group A Totals	268	260	-2.98%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	1	1	0%
26006 FRAUD -BAD CHECKS	2	1	-50%
36004 SEX OFFENSE -OTHER	0	0	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	2	2	0%
41002 LIQUOR VIOLATIONS -OTHER	4	6	50%
48000 OBSTRUCTING POLICE	4	9	125%
49000 ESCAPE/FLIGHT	0	0	0%
50000 OBSTRUCTING JUSTICE	16	14	-12.5%
53001 DISORDERLY CONDUCT	5	0	-100%
53002 PUBLIC PEACE -OTHER	0	2	0%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	1	3	200%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	11	24	118.1%
55000 HEALTH AND SAFETY	2	2	0%
57001 TRESPASS	3	1	-66.6%
58000 SMUGGLING	0	1	0%
61000 TAX/REVENUE	0	0	0%
62000 CONSERVATION	0	0	0%
63000 VAGRANCY	0	0	0%
70000 JUVENILE RUNAWAY	5	7	40%
73000 MISCELLANEOUS CRIMINAL OFFENSE	0	5	0%
Group B Totals	56	78	39.28%
2800 JUVENILE OFFENSES AND COMPLAINTS	64	64	0%
2900 TRAFFIC OFFENSES	34	29	-14.7%
3000 WARRANTS	50	62	24%
3100 TRAFFIC CRASHES	91	105	15.38%
3200 SICK / INJURY COMPLAINT	86	105	22.09%
3300 MISCELLANEOUS COMPLAINTS	787	894	13.59%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	6	1	-83.3%
3500 NON-CRIMINAL COMPLAINTS	1013	1027	1.382%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	877	1082	23.37%
3800 ANIMAL COMPLAINTS	95	94	-1.05%
3900 ALARMS	200	188	-6%
Group C Totals	3303	3651	10.53%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	1	0%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4200 PARKING CITATIONS	4	3	-25%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	0	0	0%
4500 MISCELLANEOUS A THROUGH UUUU	10	17	70%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Group D Totals	14	21	50%
5000 FIRE CLASSIFICATIONS	1	1	0%
5100 18A STATE CODE FIRE CLASSIFICATIONS	1	3	200%
Group E Totals	2	4	100%
6000 MISCELLANEOUS ACTIVITIES (6000)	35	43	22.85%
6100 MISCELLANEOUS ACTIVITIES (6100)	112	145	29.46%
6300 CANINE ACTIVITIES	7	5	-28.5%
6500 CRIME PREVENTION ACTIVITIES	34	39	14.70%
6600 COURT / WARRANT ACTIVITIES	2	0	-100%
6700 INVESTIGATIVE ACTIVITIES	4	6	50%
Group F Totals	194	238	22.68%
City : Ypsilanti Twp Totals	3837	4252	10.81%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through May

Classification	2015	2016	%Change
Group F Totals	0	0	0%
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	1	0%
10001 KIDNAPPING/ABDUCTION	2	1	-50%
10002 PARENTAL KIDNAPPING	3	1	-66.6%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	11	10	-9.09%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	4	3	-25%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	1	4	300%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	1	2	100%
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	1	0	-100%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	2	3	50%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	2	4	100%
12000 ROBBERY	15	22	46.66%
13001 NONAGGRAVATED ASSAULT	205	181	-11.7%
13002 AGGRAVATED/FELONIOUS ASSAULT	101	111	9.900%
13003 INTIMIDATION/STALKING	9	23	155.5%
20000 ARSON	1	7	600%
21000 EXTORTION	1	0	-100%
22001 BURGLARY -FORCED ENTRY	62	77	24.19%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	20	23	15%
23002 LARCENY -PURSESNAATCHING	1	0	-100%
23003 LARCENY -THEFT FROM BUILDING	50	63	26%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	1	2	100%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	79	86	8.860%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	11	5	-54.5%
23007 LARCENY -OTHER	41	32	-21.9%
24001 MOTOR VEHICLE THEFT	38	59	55.26%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	5	8	60%
24003 MOTOR VEHICLE FRAUD	1	0	-100%
25000 FORGERY/COUNTERFEITING	11	14	27.27%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	34	45	32.35%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	26	40	53.84%
26003 FRAUD -IMPERSONATION	0	1	0%
26005 FRAUD -WIRE FRAUD	2	2	0%
26007 FRAUD - IDENTITY THEFT	37	40	8.108%
26008 FRAUD - HACKING/COMPUTER INVASION	0	1	0%
27000 EMBEZZLEMENT	4	17	325%
28000 STOLEN PROPERTY	7	8	14.28%
29000 DAMAGE TO PROPERTY	118	157	33.05%
30001 RETAIL FRAUD -MISREPRESENTATION	5	0	-100%
30002 RETAIL FRAUD -THEFT	28	74	164.2%
30003 RETAIL FRAUD -REFUND/EXCHANGE	1	1	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	67	88	31.34%
35002 NARCOTIC EQUIPMENT VIOLATIONS	23	37	60.86%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through May

Classification	2015	2016	%Change
37000 OBSCENITY	1	2	100%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	1	0%
52001 WEAPONS OFFENSE- CONCEALED	11	20	81.81%
52003 WEAPONS OFFENSE -OTHER	6	7	16.66%
Group A Totals	1049	1283	22.30%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	2	10	400%
26006 FRAUD -BAD CHECKS	2	5	150%
36004 SEX OFFENSE -OTHER	1	4	300%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	16	18	12.5%
41002 LIQUOR VIOLATIONS -OTHER	7	18	157.1%
48000 OBSTRUCTING POLICE	24	37	54.16%
49000 ESCAPE/FLIGHT	2	1	-50%
50000 OBSTRUCTING JUSTICE	41	75	82.92%
53001 DISORDERLY CONDUCT	19	14	-26.3%
53002 PUBLIC PEACE -OTHER	1	4	300%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	4	17	325%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	46	118	156.5%
55000 HEALTH AND SAFETY	12	7	-41.6%
57001 TRESPASS	7	3	-57.1%
58000 SMUGGLING	1	3	200%
61000 TAX/REVENUE	0	1	0%
62000 CONSERVATION	1	1	0%
63000 VAGRANCY	1	2	100%
70000 JUVENILE RUNAWAY	41	44	7.317%
73000 MISCELLANEOUS CRIMINAL OFFENSE	11	10	-9.09%
Group B Totals	239	392	64.01%
2800 JUVENILE OFFENSES AND COMPLAINTS	204	228	11.76%
2900 TRAFFIC OFFENSES	193	117	-39.3%
3000 WARRANTS	258	302	17.05%
3100 TRAFFIC CRASHES	531	515	-3.01%
3200 SICK / INJURY COMPLAINT	420	503	19.76%
3300 MISCELLANEOUS COMPLAINTS	3482	3591	3.130%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	9	5	-44.4%
3500 NON-CRIMINAL COMPLAINTS	4494	5089	13.23%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	5083	5005	-1.53%
3800 ANIMAL COMPLAINTS	346	338	-2.31%
3900 ALARMS	869	841	-3.22%
Group C Totals	15889	16534	4.059%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	8	9	12.5%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	3	0%
4200 PARKING CITATIONS	22	17	-22.7%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	5	5	0%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through May

Classification	2015	2016	%Change
4500 MISCELLANEOUS A THROUGH UUUU	43	54	25.58%
Group D Totals	78	88	12.82%
5000 FIRE CLASSIFICATIONS	3	2	-33.3%
5100 18A STATE CODE FIRE CLASSIFICATIONS	2	7	250%
Group E Totals	5	9	80%
6000 MISCELLANEOUS ACTIVITIES (6000)	163	146	-10.4%
6100 MISCELLANEOUS ACTIVITIES (6100)	422	499	18.24%
6300 CANINE ACTIVITIES	15	37	146.6%
6500 CRIME PREVENTION ACTIVITIES	130	144	10.76%
6600 COURT / WARRANT ACTIVITIES	8	10	25%
6700 INVESTIGATIVE ACTIVITIES	20	30	50%
Group F Totals	758	866	14.24%
City : Ypsilanti Twp Totals	18018	19172	6.404%



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, JUNE 21, 2016

5:00PM

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

1. DISCUSSION REGARDING NEXUS PIPELINE RESOLUTION.....TRUSTEES
2. AGENDA REVIEW SUPERVISOR STUMBO
3. OTHER DISCUSSION BOARD MEMBERS

RESOLUTION NO. 2016-17

A resolution opposing the Nexus Gas Transmission (NGT) Pipeline Company in the creation of a new pipeline

WHEREAS the NEXUS Gas Transmission (NGT) project, a partnership of DTE Energy and Spectra Energy is being designed to transport growing supplies of natural gas from the Marcellus and Utica shale fields to receiving points in Ohio and Michigan; and

WHEREAS the proposed path will consist of a newly constructed, large diameter greenfield pipeline that will extend approximately 250 miles from receiving points in northeastern Ohio to a connection point in southeastern Michigan with an existing pipeline infrastructure; and

WHEREAS of the 250 miles of new pipeline construction, approximately 50 miles of this will be in Michigan, coming through Lenawee and Monroe Counties, then entering Washtenaw County and traveling through Augusta and Ypsilanti Townships; and

WHEREAS the path will utilize both existing and expansion capacity on the DTE Gas transportation system and the Vector Pipeline System to access Michigan markets; and

WHEREAS in November 2013, the Federal Energy Regulatory Commission (FERC) approved the abandonment/sale of Energy Transfer's natural gas trunkline based on the claim that there already existed excess pipeline capacity in the Midwest, including Michigan; and

WHEREAS in many parts of Michigan; Washtenaw County, Ypsilanti Township and Augusta Township included, recovery in home and property values are just starting to increase from the previous market crash. With four (4) existing pipeline corridors of various commodities already running through Washtenaw County, additional pipelines would only contribute to property values once again declining in the areas impacted; and

WHEREAS the proposed pipeline path will be within approximately 1,000 feet of Brick Elementary School, as well as Model Elementary and Early Childhood Center;

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees hereby opposes construction of the Nexus Gas Transmission project based on the lack of necessity for Michigan and Washtenaw County due to excess pipeline capacity versus demand as cited in the Federal Energy Regulatory Commission Order Approving Abandonment, Docket No. CP12-491-000 issued on November 7, 2013; and

BE IT FURTHER RESOLVED that the Clerk's Office will file a copy of this resolution as a comment before the Federal Energy Regulatory Commission.

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, JUNE 21, 2016

7:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC HEARING
 - A. 7:00PM – RESOLUTION 2016-18 CREATION OF INDUSTRIAL DEVELOPMENT DISTRICT #16-277 TO INCLUDE PARCELS K-11-02-275-009 (1045 WARE CT.), K-11-02-275-019 (1776 WARE CT.), K-11-02-275-020 (1744 WARE CT.) AND K-11-02-275-021 (1728 WARE CT.)
(PUBLIC HEARING SET AT THE MAY 17, 2016 REGULAR MEETING)
4. PUBLIC COMMENTS
5. CONSENT AGENDA
 - A. MINUTES OF THE MAY 17, 2016 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR JUNE 7, 2016 IN THE AMOUNT OF \$864,636.48
 2. STATEMENTS AND CHECKS FOR JUNE 21, 2016 IN THE AMOUNT OF 287,673.94
 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR MAY 2016 IN THE AMOUNT OF \$50,621.75
 4. CHOICE HEALTH CARE ADMIN FEE FOR APRIL 2016 IN THE AMOUNT OF \$1,207.50
 - C. MAY 2016 TREASURER'S REPORT
6. SUPERVISOR REPORT
7. CLERK REPORT
8. TREASURER REPORT
9. TRUSTEE REPORT
10. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. BUDGET AMENDMENT #9
2. 1ST READING OF RESOLUTION 2016-16, PROPOSED ORDINANCE 2016-463, AMENDING THE TOWNSHIP CODE OF ORDINANCES, CHAPTER 22, BUSINESSES, TO REGULATE OUTDOOR COLLECTION BOXES
3. RESOLUTION 2016-19, ACCEPTING OWNERSHIP AND MAINTENANCE RESPONSIBILITY FOR WAYFINDING SIGNS INSTALLED BY THE WASHTENAW COUNTY CONVENTION AND VISITORS BUREAU
4. RESOLUTION 2016-20, HABITAT FOR HUMANITY ROAD CLOSURE REQUEST
5. RESOLUTION 2016-21, APPROVING AMENDED AND RESTATED SRF CONTRACT AND REVISED NOTICE FOR TYLER POND TRESTLE REPLACEMENT AND ISSUANCE OF YCUA BONDS IN A NOT TO EXCEED AMOUNT OF \$4,000,000.00
6. RESOLUTION 2016-22, APPROVING SRF CONTRACT FOR THE IMPROVEMENT TO EFFLUENT PUMP STATION AND ISSUANCE OF YCUA BONDS IN A NOT TO EXCEED AMOUNT OF \$2,250,000.00
7. RESOLUTION 2016-23, PURCHASE TAX FORECLOSED PROPERTIES LOCATED AT 1556 HARRY, 2677 BROOKLYN, 1367 HUNTER, 2170 WOODALE, 793 N. FORD, 1324 WENDELL AND 397 ELDER IN THE AMOUNT OF \$80,794.00 BUDGETED IN LINE ITEM 101-950-000-969-010 AND PROPERTIES LOCATED AT 1676 HOLMES, 1976 MARY CATHERINE AND 830 CALDER IN THE AMOUNT OF \$43,798.00 AND BUDGETED IN LINE ITEM #101-950-000-969-011 ALL FROM THE 2016 WASHTENAW COUNTY TREASURER LIST OF TAX FORECLOSED PROPERTIES UNDER THE RIGHT OF FIRST REFUSAL
8. REQUEST AUTHORIZATION FOR LARRY DOE, TREASURER, TOWNSHIP ATTORNEY AND MICHAEL RADZIK, OCS DIRECTOR TO WORK WITH HABITAT FOR HUMANITY TO IDENTIFY OTHER DESIRED PROPERTIES FROM THE 2016 WASHTENAW COUNTY TREASURER LIST OF TAX FORECLOSED PROPERTIES AND TO BID ON THOSE PROPERTIES AT THE COUNTY TAX SALE AUCTION IN AN AMOUNT NOT TO EXCEED \$21,908.00 WITH \$9,206.00 BUDGETED IN LINE ITEM #101-950-000-969-010 AND \$12,702.00 BUDGETED IN LINE ITEM #101-950-000-969-011
9. RESOLUTION 2016-24, APPLICATION APPROVAL FOR LAYING OUT AND DESIGNATING A DRAINAGE DISTRICT
10. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR APPROVAL OF YPSILANTI TOWNSHIP TO COMMIT FUNDS FOR A JOINT PROJECT WITH YCUA FOR THE TYLER DAM DRAWDOWN PROJECT IN THE AMOUNT OF \$1,918,945.00
11. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR APPROVAL OF CONTRACT WITH TETRA-TECH TO COMPLETE CLOSURE ACTIVITIES FOR UST LEAK ID #C-0050-98 AT THE YPSILANTI TOWNSHIP COMMUNITY CENTER IN THE AMOUNT OF \$6,762.00 AND BUDGETED IN LINE ITEM #101-956-000-818-021
12. REQUEST OF STAN ELDRIDGE, TRUSTEE FOR AUTHORIZATION OF AGREEMENT WITH PLAY IT AT THE CAGE FOR RENTAL OF THE CLARK RD. ATHLETIC FIELDS FOR FIVE YEARS BEGINNING APRIL 1, 2017 TO OCTOBER 31, 2021

13. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR A TRAFFIC CALMING DEVICE TO BE LOCATED ON CRESTWOOD AVENUE IN THE AMOUNT OF \$7,508.00 AND BUDGETED IN LINE ITEM #101-446-000-818-002
14. REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR TO ENTER INTO NEGOTIATIONS TO SELL PARCEL #K-11-14-436-004 (1810 GEORGE AVE.) TO LORENZA AND TAMMY EPPS
15. REQUEST TO SET PUBLIC HEARING DATE OF TUESDAY, AUGUST 16, 2016 AT APPROXIMATELY 7:00PM - CREATION OF SPECIAL ASSESSMENT DISTRICT FOR HOLMES ROAD NEIGHBORHOOD CAMERAS
16. REQUEST TO SET PUBLIC HEARING DATE OF TUESDAY, JULY 19, 2016 AT APPROXIMATELY 7:00PM TO HEAR REQUEST OF SENSITILE SYSTEMS, LLC, LOCATED AT 1735 HOLMES RD. IN YPSILANTI TOWNSHIP, FOR AN INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE IN THE AMOUNT OF \$2,341,770.00
17. REQUEST TO SET PUBLIC HEARING DATE OF TUESDAY, JULY 19, 2016 AT APPROXIMATELY 7:15PM TO HEAR REQUEST OF SENSITILE SYSTEMS, LLC, LOCATED AT 1735 HOLMES RS. IN YPSILANTI TOWNSHIP, FOR AN INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE IN THE AMOUNT OF \$300,000.00

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

1. REQUEST OF JOE LAWSON, PLANNING DIRECTOR FOR AUTHORIZATION TO HIRE CARLISLE-WORTMAN AS YPSILANTI TOWNSHIP'S GENERAL PLANNING CONSULTANT AND TO AUTHORIZE SIGNING OF THE CONTRACT PENDING ATTORNEY REVIEW
2. REQUEST OF ANGELA VERGES, RECREATION SUPERINTENDENT TO SEEK SEALED BIDS FOR THE PAVING OF A PORTION OF THE WALKING PATH AT APPLERIDGE PARK
3. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO ACCEPT THE BID FOR PURCHASE, INSTALLATION AND ONGOING MAINTENANCE OF FIVE (5) MULTI-FUNCTION DEVICES FROM APPLIED IMAGING IN THE AMOUNT OF \$33,150.00 AND BUDGETED IN LINE ITEM #101-266-000-970-000
4. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK PROPOSALS FOR THE INSTALLATION OF FIBER OPTIC CABLE AT THE CIVIC CENTER AND COMPOST SITE
5. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK PROPOSALS FOR MANAGED PRINT SERVICES FOR EXISTING NETWORKED PRINTING EQUIPMENT

PUBLIC HEARING

- A. Resolution No. 2016-18, Creation of Industrial Development District #16-277 at the Request of Sensitile Systems, LLC

RESOLUTION 2016-18

A Resolution Establishing an Industrial Development District to Include All Parcels Attached Hereto as Exhibit A

Whereas, pursuant to Act No. 198 of the Public Acts of 1974, as amended, the Charter Township of Ypsilanti Board of Trustees has the authority to establish Industrial Development Districts within the Charter Township of Ypsilanti; and

Whereas, on April 13, 2016 Attorney Paul F. Bohn on behalf of Sensitile Systems LLC located at 1735 Holmes Road, petitioned the Charter Township of Ypsilanti Board of Trustees to establish an Industrial Development District on property located in the Charter Township of Ypsilanti hereinafter described on ***Exhibit A***, a copy of which is attached hereto and incorporated by reference; and

Whereas, no construction, acquisition, alteration, or installation of a proposed facility has commenced at the time of filing of the request to establish this district; and

Whereas, written notice has been given by mail to all owners of real property located within the district, and to the public by the Township Clerk's Office in accordance with the statutory requirements for notification and posting of public hearings in Ypsilanti Township; and

Whereas, on June 21, 2016 a public hearing was held at which all of the owners of real property within the proposed Industrial Development District as listed on ***Exhibit A*** as well as residents and taxpayers of the Charter Township of Ypsilanti were afforded an opportunity to be heard thereon; and

Whereas, the Charter Township of Ypsilanti Board of Trustees deems it to be in the public interest of the Charter Township of Ypsilanti to establish the Industrial Development District as proposed.

Now Therefore,

Be it resolved, by the Charter Township of Ypsilanti Board of Trustees of the Charter Township of Ypsilanti that the following described parcels of land situated in the Charter Township of Ypsilanti, Washtenaw County, State of Michigan, to wit:

See Exhibit A, attached hereto and incorporated by reference be and here is established as an Industrial Development District pursuant to the provision of Act No. 198 of the Public Acts of 1974 to be known as Industrial Development District No. 16-277.

Parcel: K-11-02-275-009: 1045 Ware Ct (Vacant)

Owner: Mr. Charles Dunn
3087 Kirk Lane
Franklin, MI 48025

Legal Description: YP#2-2K: PARCEL L - COM AT CENT OF SEC, TH S 88 DEG 44' 20" W 248.34 FT; TH NORTH 1 DEG 17' 20" W 684.53 FT; TH SOUTH 89 DEG 11' 45" W 439.41 FT FOR PL OF BEG; TH S 68 DEG 40' W 295.92 FT; TH N 21 DEG 08' 55" W 194.78 FT; TH N 69 DEG 29' 50" E 296.48 FT; TH S 21 DEG 02' 10" E 25.86 FT; TH S 20 DEG 57' 40" E 164.45 FT TO PL OF BEG. BEING PART OF NW 1/4 SEC 2, T3S-R7E, 1.31 AC.

Parcel: K-11-02-275-019 – 1776 Ware Ct

Owner: Ms. Linda P. Holmes
1776 Ware Ct
Ypsilanti, MI 48198

Legal Description: COMM AT THE CENTER OF SEC 2, TH S 88-44-20 W 248.34 FT, TH N 1-17-20 W 684.53 FT FOR A POB, TH S 89-11-45 W 251.32 FT, TH N 1-17-20 W 172.58 FT, TH N 88-51-10 E 251.32 FT, TH S 1-17-20 E 174.11 FT TO THE POB CONTAINING 1.0 +/- AC T3S R7E WASHTENAW COUNTY

Parcel: K-11-02-275-020 – 1744 Ware Ct (Vacant)

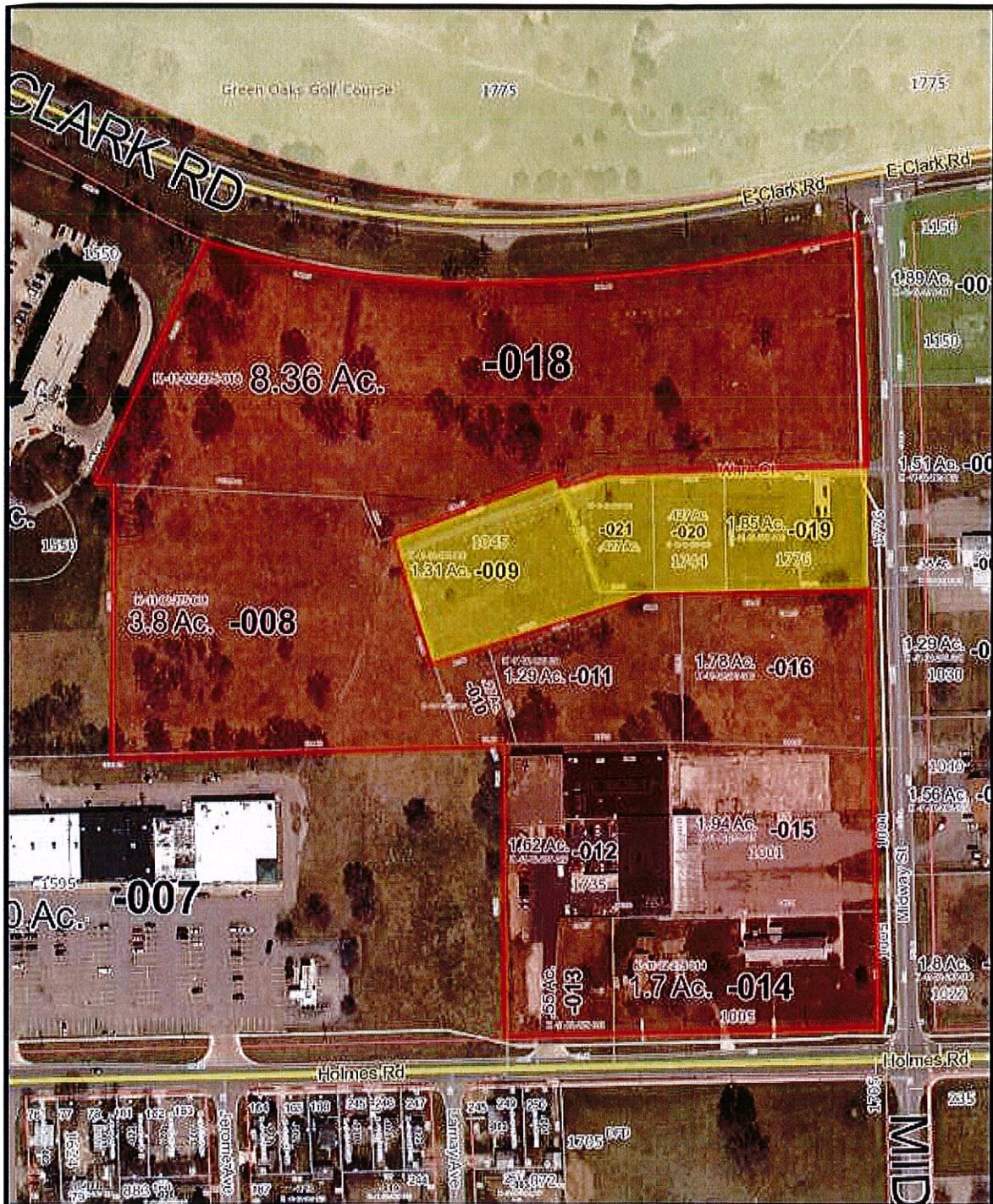
Owner: Edward & Terrie Burnett
1744 Ware Ct
Ypsilanti, MI 48198

Legal Description: COMM AT THE CENTER OF SEC 2, TH S 88-44-20 W 248.34 FT, TH N 1-17-20 W 684.53 FT, TH S 89-11-45 W 251.32 FT FOR A POB, TH S 89-11-45 W 107.87 FT, TH N 1-17-20 W 171.93 FT, TH N 88-51-10 E 107.87, TH S 1-17-20 E 172.58 FT TO THE POB CONTAINING .0427 +/- AC T3S R7E WASHTENAW COUNTY

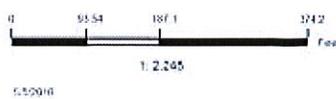
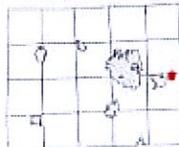
Parcel: K-11-02-275-021 – 1728 Ware Ct (Vacant)

Owner: Ms. Linda Holmes
1728 Ware Ct
Ypsilanti, MI 48198

Legal Description: COMM AT THE CENTER OF SEC 2, TH S 88-44-20 W 248.34 FT,
TH N 1-17-20 W 684.53 FT, TH S 89-11-45 W 359.19 FT FOR A POB, TH S 89-11-45
W 80.22 FT, TH N 20-57-40 W 164.45 FT, TH N 69-29-50 E 50.50 FT, TH N 88-51-10 E
87.89 FT, TH S 1-17-20 E 171.93 FT TO THE POB. CONTAINING .0427 +/- AC T3S
R7E WASHTENAW COUNTY



Holmes Road IDD



NOTE: Parcels may not be to scale
 The information contained in this map is for informational purposes only and is not intended to be used as a legal document. The information is provided as a service and is not guaranteed. The user assumes all responsibility for the use of this information. No representation or warranty is made by the Washington County Department of Planning and Community Development.

© 2013 Washington County

THIS MAP REPRESENTS PARCELS AS OF THE DATE OF PRINTING. THE OFFICIAL PARCEL MAPS ARE MAINTAINED AND REVISED BY THE WASHINGTON COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT. ANY CHANGES TO THIS MAP SHALL BE MADE BY THE OFFICIAL PARCEL MAPS.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

Memorandum

To: Board of Trustees
From: Joe Lawson, Planning Director
Date: May 5, 2016
Re: Request to Schedule a Public Hearing
To Consider the Expansion of Industrial Development District #09-275

In 2009, the Township Board approved the creation of the Industrial Development District #09-275 in the vicinity of Holmes Road between Ford Boulevard and Midway. The IDD was created in order to assist in the potential expansion of an existing industrial research and manufacturing facility and to further spur additional research and development type uses per the Township's adopted master plan for this given area of the Township.

During this process, 9 parcels were included in the original IDD District request. Since the original approval, Sensitile Systems has begun the process of obtaining more property for the purpose of a multi-million dollar expansion. As proposed, the expansion takes into consideration one parcel that was not included within the 2009 IDD District.

In recent days, a legal representative of Sensitile submitted a request asking the Board to consider an expansion of existing IDD to include one additional parcel (K-11-02-275-009) which was previously not considered.

Should the Board agree to consider the requested expansion of the current IDD, staff further recommends the consideration of 3 additional adjacent parcels in order to complete a uniform district. I have included a map outlining the existing district as well as the proposed additions.

That being said, staff respectfully requests the Board schedule a public hearing to include the following properties within an Industrial Development District (IDD) pursuant to Public Act 198 of 1974 as amended:

Holmes Road IDD
May 5, 2016

Parcel: K-11-02-275-009: 1045 Ware Ct (Vacant)

Owner: Mr. Charles Dunn
3087 Kirk Lane
Franklin, MI 48025

Legal Description: YP#2-2K: PARCEL L - COM AT CENT OF SEC, TH S 88 DEG 44' 20" W 248.34 FT; TH NORTH 1 DEG 17' 20" W 684.53 FT; TH SOUTH 89 DEG 11' 45" W 439.41 FT FOR PL OF BEG; TH S 68 DEG 40' W 295.92 FT; TH N 21 DEG 08' 55" W 194.78 FT; TH N 69 DEG 29' 50" E 296.48 FT; TH S 21 DEG 02' 10" E 25.86 FT; TH S 20 DEG 57' 40" E 164.45 FT TO PL OF BEG. BEING PART OF NW 1/4 SEC 2, T3S-R7E, 1.31 AC.

Parcel: K-11-02-275-019 – 1776 Ware Ct

Owner: Ms. Linda P. Holmes
1776 Ware Ct
Ypsilanti, MI 48198

Legal Description: COMM AT THE CENTER OF SEC 2, TH S 88-44-20 W 248.34 FT, TH N 1-17-20 W 684.53 FT FOR A POB, TH S 89-11-45 W 251.32 FT, TH N 1-17-20 W 172.58 FT, TH N 88-51-10 E 251.32 FT, TH S 1-17-20 E 174.11 FT TO THE POB CONTAINING 1.0 +/- AC T3S R7E WASHTENAW COUNTY

Parcel: K-11-02-275-020 – 1744 Ware Ct (Vacant)

Owner: Edward & Terrie Burnett
1744 Ware Ct
Ypsilanti, MI 48198

Legal Description: COMM AT THE CENTER OF SEC 2, TH S 88-44-20 W 248.34 FT, TH N 1-17-20 W 684.53 FT, TH S 89-11-45 W 251.32 FT FOR A POB, TH S 89-11-45 W 107.87 FT, TH N 1-17-20 W 171.93 FT, TH N 88-51-10 E 107.87, TH S 1-17-20 E 172.58 FT TO THE POB CONTAINING .0427 +/- AC T3S R7E WASHTENAW COUNTY

Holmes Road IDD
May 5, 2016

Parcel: K-11-02-275-021 – 1728 Ware Ct (Vacant)

Owner: Ms. Linda Holmes
1728 Ware Ct
Ypsilanti, MI 48198

Legal Description: COMM AT THE CENTER OF SEC 2, TH S 88-44-20 W 248.34 FT,
TH N 1-17-20 W 684.53 FT, TH S 89-11-45 W 359.19 FT FOR A POB, TH S 89-11-45
W 80.22 FT, TH N 20-57-40 W 164.45 FT, TH N 69-29-50 E 50.50 FT, TH N 88-51-10 E
87.89 FT, TH S 1-17-20 E 171.93 FT TO THE POB. CONTAINING .0427 +/- AC T3S
R7E WASHTENAW COUNTY

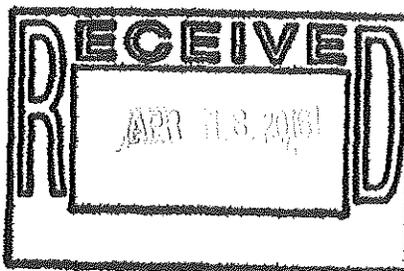


FAUSONE BOHN, LLP
ATTORNEYS AT LAW

April 13, 2016

VIA: U.S. MAIL

Ms. Karen Lovejoy Roe
Township Clerk
Charter Township of Ypsilanti
7200 S. Huron Drive
Ypsilanti, MI 48197



RE: Request to Establish an Industrial Development District

Dear Ms. Lovejoy Roe:

Thank you for taking the time to discuss the request by my client Sensitile Systems, LLC ("Sensitile") to establish an Industrial Development District pursuant to P.A. 198 of 1974 (the "District") over certain real property my client has under contract to purchase for the expansion of its existing operations at 1735 Holmes Road (the "Facility").

Sensitile requests that a District be established over the following parcels:

- Tax parcel no. K-11-02-285-009 ("Parcel 1")
- Tax parcel no. K-11-02-285-010 ("Parcel 2")
- Tax parcel no. K-11-02-285-011 ("Parcel 3")
- Tax parcel no. K-11-02-285-016 ("Parcel 4")

In our discussions, you recalled that the Township may have already established a District for some of the properties adjacent to the Facility above. Attached is a 2009 Township resolution that appears to include Parcels 2 through 4 in an industrial development district. If this is indeed the case, my client's request to establish a District should only include Parcel 1 above. Any assistance you could provide to verify whether Parcels 2 through 4 are already included in an industrial development district would be appreciated.

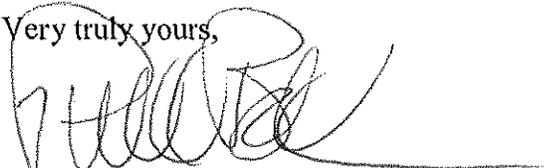
Sensitile intends to acquire Parcels 1 through 4 to expand its Facility operations. Architectural and engineering analysis of its planned expansion is presently underway. Sensitile is currently budgeting approximately \$2,500,000 of new "bricks and mortar" investment in the real property, including an approximately 24,000 square foot building expansion to house its growing manufacturing operations. If the Township Board of Trustees approves the creation of

FAUSONE BOHN, LLP
ATTORNEYS AT LAW

• Page 2

the District as set forth above, Sensitile intends to apply for an industrial facility exemption for the expansion project.

It is my understanding that Joe Lawson, the Planning Director of the Township's Office of Community Standards will be contacting this office regarding this request. Thank you in advance for your assistance in this matter.

Very truly yours,

Paul F. Bohn

PFB:rl

Enclosures

cc: Vanika Lath, Sensitile Systems, LLC

X:\PFB\Sensitile Systems\Correspondence\2016.04.12 to Township re IDD.docx

RESOLUTION 2009-17

A Resolution Establishing an Industrial Development District to Include All Parcels Attached Hereto as Exhibit A

Whereas, pursuant to Act No. 198 of the Public Acts of 1974, as amended, the Charter Township of Ypsilanti Board of Trustees has the authority to establish Industrial Development Districts within the Charter Township of Ypsilanti; and

Whereas, on May 26, 2009 Vanika Lath, on behalf of Sensitile Systems LLC, located at 1735 Holmes Road, petitioned the Charter Township of Ypsilanti Board of Trustees to establish an Industrial Development District on property located in the Charter Township of Ypsilanti hereinafter described on *Exhibit A*, a copy of which is attached hereto and incorporated by reference; and

Whereas, no construction, acquisition, alteration, or installation of a proposed facility not commenced at the time of filing of the request to establish this district; and

Whereas, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Ypsilanti Courier and/or public posting of the hearing on the establishment of the proposed district; and

Whereas, on July 21, 2009 a public hearing was held at which all of the owners of real property within the proposed Industrial Development District and all residents and taxpayers of the Charter Township of Ypsilanti were afforded an opportunity to be heard thereon; and

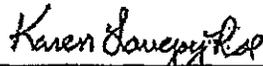
Whereas, the Charter Township of Ypsilanti Board of Trustees deems it to be in the public interest of the Charter Township of Ypsilanti to establish the Industrial Development District as proposed.

Now Therefore,

Be it resolved, by the Charter Township of Ypsilanti Board of Trustees of the Charter Township of Ypsilanti that the following described parcels of land situated in the Charter Township of Ypsilanti, Washtenaw County, State of Michigan, to wit:

See Exhibit A, attached hereto and incorporated by reference be and here is established as an Industrial Development District pursuant to the provision of Act No. 198 of the Public Acts of 1974 to be known as Industrial Development District No. 09-275.

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. 2009-17 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on July 21, 2009.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Exhibit A

Owners & Property Descriptions Proposed IDD District # 09-275

K-11-02-275-008 Vacant Land No access

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

YP#2-1F-1: COM AT CENTER OF SEC, TH S 88-44-20 W 248.34 FT IN E & W 1/4 LINE; TH N 1-17-20 W 458.74 FT IN C/L MIDWAY BLVD; TH S 88-53 W 671.80 FT TH N 21-08-55 W 11.92 FT FOR POB; TH S 88-44-20 W 516.75 FT; TH N 1-12-15 W 398.74 FT; TH S 86-42-20 E 397.18 FT; TH S 21-08-55 E 69.08 FT; TH S 69-29-50 W 12.04 FT; TH S 21-08-55 E 317.03 FT TO POB. BEING PART OF NW 1/4, SEC 2, T3S-R7E, 3.80 AC.

K-11-02-275-010 Vacant Land No access

Leroy Dunn C/O Charles Dunn
25440 Five Mile Rd.
Redford, MI 48239

YP#2-1F-2: COM AT CENT OF SEC, TH S 88-44-20 W 248.34 FT ALONG CENT LINE OF HOLMES RD & E-W 1/4 LINE; TH N 01-17-20 W 458.74 FT ALONG CENT LINE OF MIDWAY BLVD; TH S 88-53-00 W 592.12 FT FOR PL OF BEG; TH CONT S 88-53-00 W 79.68 FT; TH N 20-08-55 W 134.17 FT; TH N 68-40-00 E 82.88 FT; TH S 18-18-30 E 161.93 FT TO PL OF BEG. BEING PART OF NW 1/4, SEC 2, T3S-R7E. 0.275 AC. (877.23 SQUARE FEET OF THE ABOVE DESCRIBED PROPERTY, LOCATED IN THE SOUTHERN PORTION OF THE DESCRIPTION, IS INCLUDED IN PARCEL K-11-02-275-007 AS CONFIRMED BY DESCRIPTION RECORDED IN L-4397 P-62 & L3670 P-274)

K-11-02-275-011 Vacant Land No access

Leroy Dunn C/O Charles Dunn
25440 Five Mile Rd.
Redford, MI 48239

YP#2-2H-2 COM AT CENT OF SEC, TH S 88 DEG 44' 20" W 248.34 FT ALONG E & W 1/4 LINE & CENTLINE OF HOLMES RD, TH N 1 DEG 17' 20" W 458.74 FT ALONG CENT LINE OF MIDWAY BLVD, TH S 88 DEG 53' W 344.92 FT FOR A PL OF BEG, TH CONT S 88 DEG 53' W 247.2 FT, TH N 18 DEG 18' 30" W 161.93 FT, TH N 68 DEG 40' E 213.04 FT, TH N 89 DEG 11' 45" E 95.04 FT, TH S 1 DEG 08' 40" E 227.79 FT TO THE PL OF BEG, BEING PART OF NW 1/4 SEC 2 T3S-R7E 1.29 AC.

K-11-02-275-012 1735 Holmes Rd

Anuttara LLC
1735 Holmes Rd.
Ypsilanti, MI 49198

YP#2-2G: COM AT CENTER OF SEC, TH S 88-44-20 W 802.30 FT TH N 0-26-00 W 33 FT FOR PL OF BEG; TH N 00-26-00 W 181.02 FT; TH N 88-44-20 E 205.22 FT; TH N 01-08-40 W 245.61 FT; TH S 88-53-00 W 247.20 FT; TH S 01-14-37 W 34.68 FT; TH S 00-26-00 E 392.59 FT; TH N 88-44-20 E 44.54 FT TO PL OF BEG. BEING PART OF NW 1/4, SEC 2 T3S-R7E, 1.59 AC (CORRECTED 10/26/99, SURVEY)

K-11-02-275-013 Vacant Land Holmes Rd

Justin Lawson
766 E 2950 N
Provo, UT 84604

YP#2-2E PARCEL F - COM AT CENT OF SEC, TH S 88 DEG 44' 20" W 688.34 FT IN E & W 1/4 LINE FOR PL OF BEG, THENCE SOUTH 88 DEG 44' 20" W 113.96 FT, TH NORTH 0 DEG 26' W 214 FT, TH N 88 DEG 44' 20" E 110.77 FT, TH S 1 DEG 17' 20" E 214 FT TO PL OF BEG, BEING PART OF NW 1/4 SEC 2 T3S-R7E 0.55 AC.

K-11-02-275-014 1005 Midway

Word of Deliverance Church
1005 Midway
Ypsilanti, MI 48198

YP#2-12B-2; THAT PART OF THE N/W 1/4 OF SEC 2, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEG AT INTERSECTION OF THE N/L OF HOLMES RD, WITH W/L OF MIDWAY BLVD, BEING S 88-44-20 W ALG 1/4 LN 282.14 FT & N 1-45' E 33.00 FT FROM CTR OF SEC; TH S 88-44-20 W 407.00 FT, TH N 1-45" E 181.00 FT, TH N 88-44-20 E 407.00 FT, TH S 1-45' W 181.00 FT, TO POB. T3S-R7E, SEC 2, CONT 1.70 AC.

K-11-02-275-015 1001 Midway

Word of Deliverance Church
1775 Holmes
Ypsilanti, MI 48198

YP#2-2F: COMMENCING AT CENTER OF SEC 2, TH ALONG CENTERLINE OF HOLMES ROAD, S 88-44-20 W 248.34 FT TO CENTER OF MIDWAY BLVD; TH

ALONG CENTERLINE OF MIDWAY BLVD N 01-17-20 W 214.00 FT FOR POB; TH S 88-44-20 W 345.54 FT; TH N 01-08-40 W 245.57 FT; TH N 88-55-00 E 344.92 FT TO THE CENTERLINE OF MIDWAY BLVD; TH S 01-17-20 E 244.74 FT TO POB. EXCEPT THE EAST 43 FEET THEREFROM AS CONVEYED TO WASHTENAW COUNTY ROAD COMMISSION, L-1367, P-219. 1.70 ACRES, SECTION 2, T3S-R7E. PROPERTY ADDRESS: 1001 MIDWAY

K-11-02-275-016 Vacant Land Midway

Leroy Dunn C/O Charles Dunn
25440 Five Mile Rd.
Redford, MI 48239

YP#2-2H-1: COM AT CBENT OF SEC, TH S 88-44-20 W 248.34 FT; TH N 01-17-20 W 458.74 FT FOR A PL OF BEG; TH S 88-53-00 W 344.92 FT; TH N 01-08-40 W 227.79 FT; TH N 89-11-45 E 344.37 FT; TH S 01-17-20 E 225.74 FT TO THE PL OF BEG. BEING PART OF NW 1/4 SEC 2, T3S-R7E, 1.79 AC.

K-11-02-275-018 Vacant Land corner of Midway & E Clark

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

COM AT CEN OF SEC 2, YPSILANTI TOWNSHIP, T2S-R7E; TH S 88-44-20 W 1,370.49 FT IN E&W 1/4 LINE OF SEC 2; TH N 01-15-40 W 425.22 FT; TH S 88-42-15 W 60.36 FT; TH N 01-20-28 W 443.32 FT TO THE POB; TH N 25-01-10 E 390.53 FT TO A POINT ON THE SLOUTHERLY LINE OF CLARK ROAD; TH ALONG SAID SOUTH LINE THE FOLLOWING FIVE (5) COURSES: 298.07 FT ALONG ARC OF CURVE TO THE LEFT, RADIUS OF 1,232.92 FT, DELTA OF 13-51-07, CHORD BEARING S 79-02-06 E 297.35 FT; TH 542.00 FT ALONG ARC OF CURVE TO THE LEFT RADIUS 1,996.86 FT, DELTA OF 15-33-06, CHORD BEARING N 86-15-48 E 540.34 FT; TH N 78-29-15 E 171.49 FT; TH N 09-47-10 W 34.00 FT; TH N 81-56-25 E 18.95 FT TO A POINT ON THE CENTER LINE OF MIDWAY ROAD (86 FT WIDE); TH ALONG SAID CENTER LINE S 03-11-50 E 131.67 FT; TH S 01-45-0 E 255.70 FT; TH S 88-47-36 W 447.06 FT; TH S 69-31-17 W 50.55 FT; TH N 20-56-28 W 25.89 FT; TH S 69-40-54 W 284.10 FT; TH N 21-45-25 W 67.99 FT; TH N 86-45-10 W 397.89 FT TO THE POINT OF BEGINNING. CONTAINS 8.356 ACRES OF LAND. SUBJECT TO BASEMENTS OF RECORD. (SURVEY 06-14-2004 OHM ENGINEERS)

Zimbra**lgarrett@ytown.org**

Fwd: IDD Request from Sensitile--include corrected email in packet

From : Karen Lovejoy Roe Thu, May 05, 2016 05:17 PM
<klovejoyroe@ytown.org>

Subject : Fwd: IDD Request from
Sensitile--include
corrected email in packet

To : Lisa Garrett
<lgarrett@ytown.org>

Cc : Karen Roe
<klovejoyroe@ytown.org>

include email below with corrected info on
parcel numbers in packet..thanks, karen

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

From: "Karen Lovejoy Roe"
<klovejoyroe@ytown.org>
To: "Joe Lawson" <jlawson@ytown.org>, "Brian
McCleery" <bmcclery@ytown.org>
Cc: "Lisa Garrett" <lgarrett@ytown.org>, "Karen
Lovejoy Roe" <klovejoyroe@ytown.org>
Sent: Wednesday, April 20, 2016 11:08:21 AM
Subject: Fwd: IDD Request from Sensitile

Hello Joe,

Please see email below and prepare the needed
documents to proceed to the township board for a
public hearing. I have sent you the maps but
will need the legal description, etc and a
memo...please consider if it is appropriate to

include the other parcels in the amendment/expansion..thanks, karen

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

From: "pbohn" <PBohn@fb-firm.com>

To: "Karen Lovejoy Roe" <klovejoyroe@ytown.org>

Cc: "Joe Lawson" <jlawson@ytown.org>, "Brian McCleery" <bmcclery@ytown.org>, "Lisa Garrett" <lgarrett@ytown.org>

Sent: Wednesday, April 20, 2016 11:05:34 AM

Subject: RE: IDD Request from Sensitile

Hello Karen- Thank you for speaking with me today. Mr. McCleery is correct, my April 13th letter should have had the proper third set of numbers as "275", not "285" for each parcel number identified. Please treat this email s an amended request to create an ID District including Parcel K-11-02- 275 -009. If you need anything further at this time please let me know. I will be preparing an IFT Application for this project for the Township's review and comment shortly. I appreciate your heads up on setting the required public hearings as well.

Cheers,

Paul F. Bohn

41700 West Six Mile Road, Suite 101

Northville, Michigan 48168-3460

(248) 380-0000 tel. ext. 9988

(248) 380-3434 fax

pbohn@fb-firm.com

www.fb-firm.com

Check out our Legal Help for Veterans practice group at www.legalhelpforveterans.com

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and/or exempt from disclosure under applicable laws. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and/or reply to the e-mail message. Thank you.

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

From: Karen Lovejoy Roe
[mailto:klovejoyroe@ytown.org]
Sent: Wednesday, April 20, 2016 10:44 AM
To: Bohn, Paul
Cc: Joe Lawson; Brian McCleery; Lisa Garrett;
Karen Lovejoy Roe
Subject: Fwd: IDD Request from Sensitile

Hello Paul,

As we discussed on the telephone please find the email below from our Assistant Assessor Brian McCleery indicating the proper parcel numbers and those that are included and not included in the current IDD district for Sensitile. Please

send a letter/email indicating your request to include a new parcel in the current IDD district. My plan is to set a public hearing at our May 17, 2016 meeting for the creation/addition of the new parcel in the IDD district at the June 21, 2016 meeting. Please plan on attending the June 21, 2016 meeting at 5:00 p.m. if all works out as planned. Please confirm this time and date as we move forward on Sensitile's request. Thank you, Karen

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

--

Karen Lovejoy Roe

Clerk

Charter Township of Ypsilanti

7200 S. Huron River Dr.

Ypsilanti, MI 48197

734.484.4700

klovejoyroe@ytown.org

For Ypsilanti Township News go to www.ytown.org

--

Karen Lovejoy Roe

Clerk

Charter Township of Ypsilanti

7200 S. Huron River Dr.

Ypsilanti, MI 48197

734.484.4700

klovejoyroe@ytown.org

For Ypsilanti Township News go to www.ytown.org

PUBLIC COMMENTS

CONSENT AGENDA

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MAY 17, 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, M. Martin, S. Martin

Members Absent: Trustee Jean Hall Currie

Legal Counsel: Wm. Douglas Winters (arrived at 6:20 pm)

**PARTNERSHIP WITH THE WASHTENAW COUNTY OFFICE OF
COMMUNITY AND ECONOMIC DEVELOPMENT FOR SENIOR
NUTRITION**

Angie Verges, Recreation Supervisor, explained that the Township of Ypsilanti is required to sign the agreement that states the Township is a subcontractor and has received the grant. Supervisor Stumbo questioned Ms. Verges about whether requirements have been met by her department as stated in the grant. Ms. Verges stated that they have met all the requirements for obtaining the grant.

Supervisor Stumbo asked Trustee Eldridge to update the board regarding the proposals for leasing the baseball and softball fields. Trustee Eldridge stated that he met with the review committee and they came up with guidelines. Mr. Eldridge explained the tentative guidelines and he had talked with Mr. Dishman regarding his organization leasing the fields. Trustee S. Martin stated that he attended a few tournaments that Mr. Dishman's organization had sponsored and he was impressed by the quality of the event. Trustee S. Martin said he had talked with parents, coaches, and officials and said it was a positive experience. Trustee S. Martin also stated that after the event the area was cleaned up and he saw no debris from the event left behind. Trustee S. Martin said he was very excited to have this organization come to the Township. Trustee Eldridge shared that the church league that uses the field on Saturday would be affected by this change. Coach Dishman stated that he would work with the church league possibly having

**CHARTER TOWNSHIP OF YPSILANTI
MAY 17, 2016 WORK SESSION MINUTES
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them change to a weekday if a tournament was scheduled. Supervisor Stumbo said she would want to make sure township children would have the opportunity to participate. Coach Dishman suggested that revenue from local advertisers and from hotels in our area could go into a fund to help with costs for township players. Trustee Eldridge stated he will get the proposal together for the next board meeting. Jackie Moffett from Eastern Michigan stated that Eastern has had a history working with Coach Dishmans' organization and they have had a positive working relationship with him. Kevin Berker stated that he has worked with Coach Dishmans' organization for the last three years and he has witnessed the hard work and dedication that he has put into the fields and surrounding area.

PUBLIC HEARING

- A. 7:00PM – CREATION OF A STREETLIGHT SPECIAL ASSESSMENT DISTRICT FOR LED CONVERSION FOR THE WASHTENAW BUSINESS PARK AND HURON CENTER – RESOLUTION 2016-15**
(PUBLIC HEARING SET AT THE APRIL 19, 2016 REGULAR MEETING)

Clerk Lovejoy Roe explained this would convert the streetlights to LED lights and that with the cost of the conversion the businesses would still see savings in the first year.

AGENDA REVIEW

- A. MINUTES OF THE APRIL 19, 2016 WORK SESSION AND REGULAR MEETING
- B. STATEMENTS AND CHECKS
1. STATEMENTS AND CHECKS FOR MAY 3, 2016 IN THE AMOUNT OF \$291,507.23
 2. STATEMENTS AND CHECKS FOR MAY 17, 2016 IN THE AMOUNT \$1,064,843.17

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3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR APRIL 2016 IN THE AMOUNT OF \$48,524.93
4. CHOICE HEALTH CARE ADMIN FEE FOR MARCH 2016 IN THE AMOUNT OF \$1,200.00

C. APRIL 2016 TREASURER'S REPORT

SUPERVISOR REPORT

Supervisor Stumbo stated that she had been to numerous meetings. Several of the meetings had been regarding the American Center for Mobility. She said it is moving forward and had met with Federal Officials at the Willow Run site to explain the Townships' history with the site. Supervisor Stumbo said she and the group drove the 300 acres and she shared why it would be beneficial to revitalize this area.

CLERK REPORT

Clerk Lovejoy Roe thanked everyone for their help with the elections. She stated that there was a need for more election workers for our elections in August and November.

TREASURER REPORT (none given)

TRUSTEE REPORT

Trustee Eldridge stated that there were two fires in the Township in the last few weeks. He said one was on his street and the Fire Department did a great job with saving as much of the house as possible. Trustee Eldridge stated that the other fire was on Hawthorne Street and when he drove by after the fire residents of the neighborhood told him that the firefighters did a great job in containing the fire to one house. Trustee Eldridge said that the Firefighters in both cases did an outstanding job and wanted to thank them publicly for their dedication.

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Chief Eric Copeland stated that they are in the process of hiring two firefighters. He said that when the background checks are completed he will be ready to offer the positions to these individuals. Chief Copeland stated that they had a dedication/photo shoot with the new fire truck at Willow Run Airport and it was a very positive experience.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

NEW BUSINESS

- 1. BUDGET AMENDMENT #8**
- 2. REQUEST OF HABITAT FOR HUMANITY FOR FUNDING TO PURCHASE HOUSE LOCATED AT 1215 HULL STREET IN THE AMOUNT OF \$30,000.00 BUDGETED IN LINE ITEM #101-950-000-969-010**
- 3. REQUEST OF LONNIE SCOTT, PARK COMMISSION CHAIRPERSON FOR THE CREATION OF A JOINT COMMITTEE BETWEEN THE YPSILANTI TOWNSHIP PARK COMMISSION AND THE YPSILANTI TOWNSHIP BOARD OF TRUSTEES FOR THE PURPOSE OF CREATING A PLAN TO REMOVE PURPLE LOOSESTRIFE FROM THE PUBLIC PARK AREAS**

Jeff Allen, Residential Services Director, explained that the purple loosestrife is very invasive. Mr. Allen stated that they are required to regulate it at about a half foot above the water line around the lake. He said they go into the four parks around the lake and remove the purple loosestrife from the parks. At North Bay Park Mr. Allen stated that they introduced a special beetle that helped eat away at the purple loosestrife but it continues to be a problem. Mr. Allens' concern with this request is that the committee may jeopardize what was already in place. He would like the committee informed on what is currently being done to eliminate this vegetation.

**CHARTER TOWNSHIP OF YPSILANTI
MAY 17, 2016 WORK SESSION MINUTES
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4. REQUEST TO ADD PLUNKETT COONEY TO LIST OF CONTRACTS AND RENEWALS FOR PROFESSIONAL LEGAL SERVICES IN THE AMOUNT OF \$225 PER HOUR FOR SHAREHOLDERS AND \$180 FOR ASSOCIATES BUDGETED IN LINE ITEM #101-950-000-818-024

Supervisor Stumbo stated the Township has several issues that need an expert to assist the Township in handling. She stated that the Township had several land use policy issues including land disposal in a school area and fair housing. Supervisor Stumbo said the Township needs an expert in the field of Planning and Zoning. She also stated that the Sign Ordinance and Donation Bin Ordinance that the Board approved has been challenged. Supervisor Stumbo stated that there were other issues with special entertainment licensing, medical marijuana licensing, day care and AFC homes which need an expert to help the Board when handling these challenges.

5. REQUEST AUTHORIZATION TO APPOINT MAURICE STOVALL TO THE BOARD OF REVIEW AS AN ALTERNATE TO FILL A VACANCY.

6. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR 2016 LOCAL ROAD DUST CONTROL SERVICES TO INCLUDE THREE (3) SOLID APPLICATIONS OF CONTRACT BRINE ON ALL CERTIFIED LOCAL GRAVEL/LIMESTONE ROADS WITHIN THE TOWNSHIP IN THE AMOUNT OF \$5,424.30 BUDGETED IN LINE ITEM #212-212-000-818-006

7. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE LETTER OF AGREEMENT TO POLICE SERVICES CONTRACT TO FACILITATE A COMMUNITY BEAUTIFICATION PROGRAM THAT CREATES SUMMER YOUTH EMPLOYMENT OPPORTUNITIES IN THE AMOUNT OF \$26,000.00 BUDGETED IN LINE ITEM #266-301-000-831-005

Mike Radzik, OCS Director stated that this program was formed to help youth in Ypsilanti Township who may or may not have been in trouble but they might have trouble obtaining employment over the summer. Mr. Radzik said this program will employ our youth by creating jobs that will beautify the township such as litter

**CHARTER TOWNSHIP OF YPSILANTI
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pick up, trash collection in our parks and on roadways, painting, etc. He said that the Township was working with Michigan Works and they have had over 200 eligible applicants trying to obtain jobs. Mr. Radzik stated that if this is approved Ypsilanti Township will be one of many organizations in Washtenaw County to provide employment over the summer for our youth. Mr. Radzik said there would be eight youth, preferably township residents, to work over the summer in this program. He stated that the Sheriffs' Dept. would be the employer so our Human Resource Department would not be involved.

8. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE TWO CONTRACTS WITH THE WASHTENAW COUNTY SHERIFF'S OFFICE TO FACILITATE COLLABORATIVE SHARING OF SCHOOL RESOURCE DEPUTIES FOR SUMMER MONTHS WITH LINCOLN CONSOLIDATED SCHOOLS AND YPSILANTI COMMUNITY SCHOOLS IN THE AMOUNT OF \$58,386.00 (\$29,193.00 EACH) BUDGETED IN LINE ITEMS #266-301-000-831-008 AND TO AUTHORIZE SIGNING OF THE CONTRACTS

9. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 127 DEVONSHIRE, 88 DEVONSHIRE, AND 1343 JEFF IN THE AMOUNT OF \$15,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023

Mike Radzik, OCS Director explained the problems with these properties in the Township.

10. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR APPROVAL OF A NEW AUTOMOTIVE SALVAGE/SCRAP YARD BUSINESS LICENSE FOR FRANKLIN YARDS LLC

Mike Radzik, OCS Director explained there was a new owner for this business and this request was for a new license for the new owner. Treasurer Doe questioned whether the taxes were paid on the land. Mike Radzik said the information that was given to him indicated they are current. Mr. Radzik suggested he would check

**CHARTER TOWNSHIP OF YPSILANTI
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the taxes and bring this back to the next board meeting. It was also suggested that the new owner be asked to attend to provide information and answer any questions. Supervisor Stumbo suggested tabling this request until the next meeting.

11. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO SET A PUBLIC HEARING FOR JUNE 21, 2016 AT APPROXIMATELY 7:00PM FOR THE EXPANSION OF INDUSTRIAL DEVELOPMENT DISTRICT #09-275 TO INCLUDE PARCELS K-11-02-275-009 (1045 WARE CT), K-11-02-275-019 (1776 WARE CT.), K-11-02-275-020 (1744 WARE CT.) AND K-11-02-275-021(1728 WARE CT.)

Joe Lawson, Planning Director explained the reason for the request for a Public Hearing.

Chief Eric Copeland announced that Firefighter Tom Stachlewitz will be retiring on June 3, 2016. He said Mr. Stachlewitz has been with the department for 30 years.

12. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR 2016 LOCAL ROAD IMPROVEMENTS AS OUTLINED IN THE AGREEMENT IN AN ESTIMATED AMOUNT OF \$118,071.30 AND BUDGETED IN LINE ITEM #101-446-000-818-022

Supervisor Stumbo explained where the road work would be done.

The Board adjourned the work session meeting at approximately 6:38p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MAY 17, 2016 REGULAR MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:02pm 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: Mike Martin, Scott Martin, and Stan Eldridge

Members Absent: Trustee Jean Hall Currie

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARING

- A. 7:03PM – CREATION OF A STREETLIGHT SPECIAL ASSESSMENT DISTRICT FOR LED CONVERSION FOR THE WASHTENAW BUSINESS PARK AND HURON CENTER – RESOLUTION 2016-15(PUBLIC HEARING SET AT THE APRIL 19, 2016 REGULAR MEETING)**

Public Hearing Ended at 7:03PM – There were no comments

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2016-15 to Create a Streetlight Special Assessment District for Led Conversion for the Washtenaw Business Park and Huron Center.(Public Hearing Set at the April 19,2016 Regular Meeting) (see attached).

The motion carried unanimously.

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

PUBLIC COMMENTS

Marcia Burton, Township Resident questioned what happened to the chicken ordinance that was submitted. Ms. Burton questioned why some board members have family members who have chickens at their residence and other residents in the township are not allowed to have chickens.

Supervisor Stumbo said she would see if there was a proposed chicken ordinance submitted.

Ms. Kaiser, Township Resident, asked for the Township to help in stopping the Road Commission from putting in roundabouts and wasting tax dollars on advertising. She also commented on road repair.

**CHARTER TOWNSHIP OF YPSILANTI
MAY 17, 2016 REGULAR BOARD MEETING MINUTES
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Supervisor Stumbo stated that her Deputy Tammy Keen has been attending Road Commission meetings to keep the township up to date with the Road Commission.

Monica Ross-Williams, Township Resident stated she believes the Nexus pipeline is dangerous and would like the Township Board to adopt a Resolution against this pipeline. She also thanked the Boys and Girl Scouts for their work at North Bay Park.

Cathy Shoen, Augusta Township Resident stated that she spoke at the West Willow Neighborhood watch meeting last night and thanked them for their support in trying to stop the Nexus Pipeline. She said it would affect 1000 homes in the Township and she was opposed to the pipeline.

Ben Calhoun, Township Resident stated he owns the disc golf shop at Lakeshore Apartments. He said that he is against the pipeline. Mr. Calhoun believes it will ruin the disc golf course that he has put in on the property. He also said the time it would take to put in the pipeline would also affect his business negatively. Mr. Calhoun stated his business couldn't survive if this pipeline moves forward. He stated that the company putting in the pipeline had an explosion a couple weeks ago at one of their pipelines in Pennsylvania.

Patricia Myles, Township Resident stated she was against the Nexus Pipeline.

Ann Gray, Township Resident stated she was against the Nexus Pipeline. She said that she would like to see sidewalks put in in front of her home on South Grove Road. Supervisor Stumbo asked Ms. Gray if she would help get the easements from her neighbors. Ms. Gray said she would ask her neighbors.

Jimmy Wilson Jr., Township Resident, stated he was against the Nexus Pipeline. He would like to see Ypsilanti Township put in a resolution against this pipeline.

Christina LaRowna, Pittsfield Township Resident, stated she was against the Nexus Pipeline. She stated that the Pittsfield Township Board had adopted a resolution against the Wolverine Pipeline which was the pipeline that runs through Pittsfield Township.

CONSENT AGENDA

A. MINUTES OF THE APRIL 19, 2016 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR MAY 3, 2016 IN THE AMOUNT OF \$291,507.23

**CHARTER TOWNSHIP OF YPSILANTI
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2. STATEMENTS AND CHECKS FOR MAY 17, 2016 IN THE AMOUNT \$1,064,843.17
3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR APRIL 2016 IN THE AMOUNT OF \$48,524.93
4. CHOICE HEALTH CARE ADMIN FEE FOR MARCH 2016 IN THE AMOUNT OF \$1,200.00

C. APRIL 2016 TREASURER'S REPORT

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

The motion carried unanimously.

SUPERVISOR REPORT (see attached)

Supervisor Stumbo wanted to add to her report stating there were 100 volunteers with many Boy Scouts and Girl Scouts who worked at North Bay Park. The Scouts worked at the park which helped them earn a community service badge. Supervisor Stumbo thanked Robin Castle-Hine and Wayne Dudley, Township Employees, for their help with this event.

Supervisor Stumbo went to a homeowner's association meeting on the south side of the township. The Residents said they appreciate the Township and the Township Staff for all their help.

Supervisor Stumbo stated that William Winters, former Supervisor for the Township and father of Township Attorney, Doug Winters and Park Ranger, James Winters passed away this past week. She extended condolences to the family.

CLERK REPORT (see attached)

Clerk Lovejoy Roe stated that the township is still in need of election workers. Clerk Lovejoy Roe also explained the procedure for processing absentee ballots and encouraged those who qualified to request an absentee ballot.

TREASURER REPORT (none given)

TRUSTEE REPORT (none given)

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE (none given)

**CHARTER TOWNSHIP OF YPSILANTI
MAY 17, 2016 REGULAR BOARD MEETING MINUTES
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Attorney Winters thanked the Township Board, Township Staff, and Township Residents for their support and condolences during the past week. He shared his Father, William (Bill) Winters history and relationship with the Township and the labor movement.

NEW BUSINESS

1. BUDGET AMENDMENT #8

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Budget Amendment #8. (see attached)

The motion carried unanimously.

2. REQUEST OF HABITAT FOR HUMANITY FOR FUNDING TO PURCHASE HOUSE LOCATED AT 1215 HULL STREET IN THE AMOUNT OF \$30,000.00 BUDGETED IN LINE ITEM #101-950-000-969-010

A Motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Approve the Request of Habitat for Humanity for Funding to Purchase House Located at 1215 Hull Street in the Amount of \$30,000.00 Budgeted in Line Item #101-950-000-969-010.

Rob Nissly, Habitat for Humanity, stated that Habitats' fiscal year will end on June 30, 2016 and they had renovated 19 homes in Ypsilanti Township. Mr. Nissly said that it was the most homes they have completed in one year. He said in the past year they had helped 500 families with their services including new homes, furnace replacement, exterior painting, refrigerator replacement, and winterization.

The motion carried unanimously.

3. REQUEST OF LONNIE SCOTT, PARK COMMISSION CHAIRPERSON FOR THE CREATION OF A JOINT COMMITTEE BETWEEN THE YPSILANTI TOWNSHIP PARK COMMISSION AND THE YPSILANTI TOWNSHIP BOARD OF TRUSTEES FOR THE PURPOSE OF CREATING A PLAN TO REMOVE PURPLE LOOSESTRIFE FROM THE PUBLIC PARK AREAS

Lonnie Scott, Park Commission Chairperson, stated the Park Commission was asked by residents about removal of the Purple Loosestrife from the public park areas. Mr. Scott stated he was unaware of the procedure that Ypsilanti Township had in place. Supervisor Stumbo asked if the Park Commission could work with other volunteers and keep the Township informed on what they were doing. Mr. Scott said they would.

**CHARTER TOWNSHIP OF YPSILANTI
MAY 17, 2016 REGULAR BOARD MEETING MINUTES
PAGE 5**

4. REQUEST TO ADD PLUNKETT COONEY TO LIST OF CONTRACTS AND RENEWALS FOR PROFESSIONAL LEGAL SERVICES IN THE AMOUNT OF \$225 PER HOUR FOR SHAREHOLDERS AND \$180 FOR ASSOCIATES BUDGETED IN LINE ITEM #101-950-000-818-024

Supervisor Stumbo explained that it was necessary to retain Plunkett Cooney for Professional Services to advise the Township when handling land use and planning issues that are coming up in our community. She stated that we are adding them to our list of Professionals along with our Engineers and our Planners.

A Motion was made by Clerk Lovejoy Roe supported by Trustee S. Martin to Approve the Request to Add Plunkett Cooney to List of Contracts and Renewals for Professional Legal Services in the Amount of \$225 Per Hour for Shareholders and \$180 for Associates Budgeted in Line Item #101-950-000-818-024.

The motion carried unanimously.

5. REQUEST AUTHORIZATION TO APPOINT MAURICE STOVALL TO THE BOARD OF REVIEW AS AN ALTERNATE TO FILL A VACANCY

A Motion was made by Trustee Eldridge, supported by Treasurer Doe to Approve the Request Authorization to Appoint Maurice Stovall to the Board of Review as an Alternate to Fill a Vacancy.

The motion carried unanimously.

6. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR 2016 LOCAL ROAD DUST CONTROL SERVICES TO INCLUDE THREE (3) SOLID APPLICATIONS OF CONTRACT BRINE ON ALL CERTIFIED LOCAL GRAVEL/LIMESTONE ROADS WITHIN THE TOWNSHIP IN THE AMOUNT OF \$5,424.30 BUDGETED IN LINE ITEM #212-212-000-818-006

A Motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Approve the Request to Approve Agreement with the Washtenaw County Road Commission for 2016 Local Road Dust Control Services to Include Three (3) Solid Applications of Contract Brine on all Certified Local Gravel/limestone Roads within the Township in the Amount of \$5,424.30 Budgeted in Line Item #212-212-000-818-006. (see attached)

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MAY 17, 2016 REGULAR BOARD MEETING MINUTES
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- 7. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE LETTER OF AGREEMENT TO POLICE SERVICES CONTRACT TO FACILITATE A COMMUNITY BEAUTIFICATION PROGRAM THAT CREATES SUMMER YOUTH EMPLOYMENT OPPORTUNITIES IN THE AMOUNT OF \$26,000.00 BUDGETED IN LINE ITEM #266-301-000-831-005**

A Motion was made by Trustee Eldridge, supported by Trustee M. Martin to Approve the Request of Mike Radzik, OCS Director to Approve Letter of Agreement to Police Services Contract to Facilitate a Community Beautification Program that Creates Summer Youth Employment Opportunities in the Amount of \$26,000.00 Budgeted in Line Item #266-301-000-831-005. (see attached)

Mike Radzik, OCS Director stated that the lack of availability for youth to find viable employment has added to violence in neighborhoods. He said this pilot program, if successful will be beneficial for the youth and for our community.

The motion carried unanimously.

- 8. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE TWO CONTRACTS WITH THE WASHTENAW COUNTY SHERIFF'S OFFICE TO FACILITATE COLLABORATIVE SHARING OF SCHOOL RESOURCE DEPUTIES FOR SUMMER MONTHS WITH LINCOLN CONSOLIDATED SCHOOLS AND YPSILANTI COMMUNITY SCHOOLS IN THE AMOUNT OF \$58,386.00 (\$29,193.00 EACH) BUDGETED IN LINE ITEMS #266-301-000-831-008 AND TO AUTHORIZE SIGNING OF THE CONTRACTS**

A Motion was made by Treasurer Doe, supported by Trustee M. Martin to Approve the Request of Mike Radzik, OCS Director to Approve Two Contracts with The Washtenaw County Sheriff's Office to Facilitate Collaborative Sharing of School Resource Deputies for Summer Months with Lincoln Consolidated Schools and Ypsilanti Community Schools in the Amount of \$58,386.00 (\$29,193.00 each) Budgeted in Line Items #266-301-000-831-008 And to Authorize Signing of the Contracts. (see attached)

The motion carried unanimously.

- 9. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 127 DEVONSHIRE, 88 DEVONSHIRE, AND 1343 JEFF IN THE AMOUNT OF \$15,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

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A Motion was made by Trustee M. Martin, supported by Trustee S. Martin 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 127 Devonshire, 88 Devonshire, and 1343 Jeff in the Amount of \$15,000.00 Budgeted in Line Item #101-950-000-801-023.

The motion carried unanimously.

10. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR APPROVAL OF A NEW AUTOMOTIVE SALVAGE/SCRAP YARD BUSINESS LICENSE FOR FRANKLIN YARDS, LLC

A Motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Table this Item Until the Next Board Meeting.

The motion carried unanimously.

11. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO SET A PUBLIC HEARING FOR JUNE 21, 2016 AT APPROXIMATELY 7:00PM FOR THE EXPANSION OF INDUSTRIAL DEVELOPMENT DISTRICT #09-275 TO INCLUDE PARCELS K-11-02-275-009 (1045 WARE CT), K-11-02-275-019 (1776 WARE CT.), K-11-02-275-020 (1744 WARE CT.) AND K-11-02-275-021(1728 WARE CT.)

A Motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Request of Joe Lawson, Planning Director to Set a Public Hearing for June 21, 2016 at Approximately 7:00pm for the Expansion of Industrial Development District #09-275 To Include Parcels K-11-02-275-009 (1045 Ware Ct), K-11-02-275-019 (1776 Ware Ct.), K-11-02-275-020 (1744 Ware Ct.) and K-11-02-275-021(1728 Ware Ct.).

The motion carried unanimously.

12. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR 2016 LOCAL ROAD IMPROVEMENTS AS OUTLINED IN THE AGREEMENT IN AN ESTIMATED AMOUNT OF \$118,071.30 AND BUDGETED IN LINE ITEM #101-446-000-818-022

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request to Approve Agreement with the Washtenaw County Road Commission for 2016 Local Road Improvements as Outlined in the Agreement in an Estimated Amount of \$118,071.30 and Budgeted in Line Item #101-446-000-818-022. (see attached)

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MAY 17, 2016 REGULAR BOARD MEETING MINUTES
PAGE 8**

OTHER BUSINESS

Supervisor Stumbo stated that it is the 25th Anniversary for the Vietnam Memorial and on Memorial Day, May 29th at 1:00 pm the Vietnam Veterans would be honored. The community is invited to come out to honor our veterans.

A Motion was made by Clerk Lovejoy Roe, supported by Trustee M. Martin to adjourn.

The motion carried unanimously.

The meeting was adjourned at approximately 8:09 p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION 2016-15

*Authorizing the Creation of a
Special Assessment District #206
In the Huron Commercial
Industrial District and
Washtenaw Business Park
District for the Conversion of
Street Lights to LED Lights*

Whereas, on motion of the Ypsilanti Township Board, as authorized by PA 188 of 1954, as amended, the Township proposed the creation of a special assessment district consisting of 41 parcels, located in the Huron Commercial Industrial District # 136 and the Washtenaw Business Park District # 177, to be known as Special Assessment District #206. The purpose of creating Special Assessment District #206 is to defray the cost of converting forty (40) high pressure sodium lights to LED lights by special assessments against the property especially benefited; and

Whereas, the Township Clerk requested Detroit Edison submit proposed plans describing the street lighting improvement and location of said improvements with an estimate of said costs; and

Whereas, on **April 16, 2016**, Lance Alley of Detroit Edison Community Lighting Group prepared and submitted proposed plans to convert 40 high pressure sodium lights to LED in proposed District #206, Ypsilanti Township, with the cost of said improvements being approximately:

LED Conversion Total Estimate Cost.....\$15,640

Whereas, on **April 28, 2016** the Township Clerk received notification from the Township Assessor that the cost of conversion to LED lights for District #206 is: 1) for the Huron Commercial Industrial District #136, \$1.10730, per front foot, for a five (5) year period; and 2) for the Washtenaw Business Park District #177, \$1.2715, per front foot, for a five (5) year period.

Whereas, the Township Clerk has given notice to each record owner of or party in interest in property to be assessed, by first class mail, addressed to the record owner or party in interest at the address shown on the tax records, as least 10 (ten) days before the **May 17, 2016** public hearing, setting forth the district affected in said petition, place and purpose of said public hearing, to allow any interested person an opportunity to voice any objection which may be offered against creating said district; and

Whereas, the Township Clerk has also published in a newspaper of general circulation the time, place and purpose of said public hearing and the district affected thereto; and

Whereas, on **May 17, 2016**, the Charter Township of Ypsilanti held a public hearing to hear any objections offered against creating said special assessment district.

Be it resolved, pursuant to Act 188 of the Public Acts of 1954, as amended, Special Assessment District #206 is created. The purpose of the district is to convert high pressure sodium streetlights to LED lights.

Be it further resolved, that the Township Board accepts the plans and estimate of costs as presented by Detroit Edison. For property within the Huron Commercial and Industrial District #136, based on general benefit, the cost of conversion shall be \$1.10730 per front foot for a period of five years. For property within the Washtenaw Business Park District # 177, based on general benefit, the cost of conversion shall be, \$1.2715 per front foot for a 5 year period.

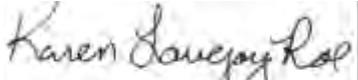
Be it further resolved, the Township Supervisor shall make a special assessment upon all the lands and premises contained herein to defray the expenses of the street light conversion.

Be it further resolved, that the Township Board shall hereinafter annually determine on or before September 30 of each year, the amount to be assessed in said district for the LED conversion and shall direct the Township Assessor to levy such amounts therein.

Be it further resolved, that when the special assessment roll has been prepared and filed in the office of the Township Clerk, before said assessment roll has been confirmed, the Township Board shall appoint a time and place when it will meet, review and hear any objections to the assessment roll.

Be it further resolved, that the Township Board shall give notice of said hearing and filing of the assessment roll in the manner prescribed by statute.

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. 2016-15 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on May 17, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CLERK REPORT

MAY 17, 2016

Submitted by Karen Lovejoy Roe, Clerk

- **MAY 3, 2016 COUNTYWIDE WISD MILLAGE ELECTION-** The Clerk's Department is wrapping up and following up the May 3, 2016 election and waiting on the County Board of Canvassers to meet to certify the election. The turnout for the election in Ypsilanti Township was 9.2% of the registered voters, which was 3,406 voters. The results were 49.3%, or 1678 voters casting a YES vote and 50.7%, or 1,728 voters casting a NO vote in Ypsilanti Township. Overall in the county the WISD millage passed by 59% of the voters in Washtenaw County casting a YES vote. The Clerk's department utilized dual poll books at several locations and the pilot project went very well. The dual poll books will be used at 9 precincts in the August 3, 2016 election. The Residential Services Department did a great job of setting up all the signs and precinct locations. The Information Systems Department assisted in the preparation of the election and on election day. Staff members from several township departments worked the election and did a fantastic job on election day. The election day operation is a major undertaking and can only be successful with the help of many township departments and staff. The Clerk and all the Clerk's staff are very grateful for the enthusiastic support and work of all township employees that supported the May election process.
- **AUGUST 2, 2016 PRIMARY ELECTION-**Plans and preparations are well underway for the August 2, 2016 Primary Election. Absentee applications have been ordered and should be mailed out during the week of May 16th. Training for the Election Inspectors and Chairpersons will be intensive for the August election due to the precinct delegate candidates and process, along with dual poll book usage and other changes to the election process. Election Inspectors are needed for both the August and November elections. Absentee ballots and Election Inspector applications can be requested by emailing klovejoyroe@ytown.org or calling 734.484.4700.
- **AFFORDABLE HOUSING REGIONAL EQUITY LEADERSHIP GROUP MEETING-** Clerk Lovejoy Roe and Supervisor Stumbo attended the meeting of the Affordable Housing Regional Equity Leadership Group on Wednesday, May 11, 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. Voucher Counseling was discussed as a vehicle to encourage, support and/or incentivize more equitable geographic distribution of housing voucher usage in Washtenaw County to meet the goals of the Affordable Housing Study. A map was provided indicating affordable housing available in Washtenaw County in rental units or apartments. Discussion regarding a variety of ways to engage landlords in affordable housing needs was also explored. The next meeting is scheduled for Wednesday, June 8, 2016 at 12 noon at the LRC.
- **REGIONAL TRANSPORTATION AUTHORITY-** Clerk Lovejoy Roe attended the meeting of the RTA Joint Policy/Technical meeting on Wednesday, May 11, 2016 at

the Dearborn City Council Chamber in Dearborn, Michigan. A project update was presented along with the study schedule. There was thorough discussion about the Tier 3 refinement including where mid-corridor stations would be located, ridership analysis regarding both the Regional Rail proposal and the Bus Rapid Transit proposal. The next meeting will be held on Wednesday, June 8, 2016 at 2:00 PM.

- **WASHTENAW URBAN COUNTY EXECUTIVE COMMITTEE MEETING**- Clerk Lovejoy Roe attended the Washtenaw Urban County Executive Committee Meeting on Wednesday, May 4, 2016. The 2015 Substantial Amendment Public Hearing was held at this meeting with no comments from the public. The Urban County Executive Committee approved the 2015 Substantial Amendment that would allow a switch of the \$201,540 HOME funds for Down Payment Assistance Program awarded to Habitat for Humanity. The HUD regulatory changes in the use of these funds originally approved would not make it fiscally responsible for Habitat to utilize therefore an amendment was requested that would switch the \$201,540 DPA to the Acquisition, Development and Resale (ADR) program for Habitat to use. The 2016-17 Coordinated Funding Recommendations were approved for Human Services in Washtenaw County. The allocation of \$106,899 of CDBG Priority Funding for 2015 was originally awarded to Habitat for Humanity to complete energy efficiency improvements in Gault Village and West Willow in Ypsilanti Township and in the Garland Neighborhood in the City of Ypsilanti. Habitat for Humanity has decided it would be best to not pursue these funds through CDBG but through other funding sources. Discussion surrounded the use of the funds, \$106,899 of priority funding, to be reallocated to pursue more substantial rehabilitation projects instead of energy efficiency. This issue will be voted on at the next Urban County Meeting.

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #8**

May 17, 2016

101 - GENERAL OPERATIONS FUND

Total Decrease (\$295,215.00)

Request to add a new line item and increase the budget to the Community Stabilization department for legal expenses regarding Land Use Policy Issues. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$300,000.00
		Net Revenues	<u><u>\$300,000.00</u></u>
Expenditures:	Land Use Issues	101-950-000-818.024	\$300,000.00
		Net Expenditures	<u><u>\$300,000.00</u></u>

Amended the budget for the purchase of the new fire truck. The original budget plan for the fire truck purchase was for the General Fund to pay for the fire truck and the Fire Fund to reimburse the General Fund over a 10 year period. After speaking with our Auditor's, it was determined best for the Motor Pool Fund to purchase the fire truck and the Fire Department reimburse the Motor Pool. This way the expenditure will not be part of the General Fund. In order to make those changes to our 2016 budget, we will need to establish a new line items in the General Fund and in the Motor Pool. The Motor Pool Fund will reimburse the General Fund for the purchase of the fire truck as there is available funds to transfer. The initial transfer from the Motor Pool to the General Fund will be \$150,000 of available funds. The Fire Department will be paying the Motor Pool the budgeted amount of \$59,521 annually over a ten year period. This will reverse the General Fund's Prior Year Fund Balance.

<i>Balance Sheet - ASSET</i>	<i>Non Current Advance</i>	101-000-000-198.595	\$445,215.00
<i>Non - Revenue & Expenditure</i>	<i>Due from Motor Pool</i>	101-000-000-067.595	<u>\$150,000.00</u>
		<i>Change in Assets</i>	<u><u>\$595,215.00</u></u>

Revenues:	Prior Year Fund Balance	101-000-000-699.000	(\$595,215.00)
		Net Revenues	<u><u>(\$595,215.00)</u></u>
Expenditures:	Capital Outlay - Fire Truck	101-970-000-975.206	(\$595,215.00)
		Net Expenditures	<u><u>(\$595,215.00)</u></u>

595 - MOTOR POOL FUND

Total Increase \$595,215.00

Amended the budget for the purchase of the new fire truck. This is the amended budget to the Motor Pool for the purchase of the new fire truck. As stated above the Fire Department will be paying the Motor Pool for the Fire Truck. This will be funded by an Appropriation of Prior Year Fund Balance.

<i>Balance Sheet - Liabilities</i>	<i>Long Term Advance</i>	595-000-000-314.101	\$445,215.00
<i>Non - Revenue & Expenditure</i>	<i>Due to General Fund</i>	595-000-000-214.101	<u>\$150,000.00</u>
		<i>Change in Liabilities</i>	<u><u>\$595,215.00</u></u>

Revenues:	Prior Year Fund Balance	595-000-000-699.000	\$595,215.00
		Net Revenues	<u><u>\$595,215.00</u></u>
Expenditures:	Capital Outlay/Vehicles	595-595-000-985.000	\$595,215.00
		Net Expenditures	<u><u>\$595,215.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #8**

May 17, 2016

225 - ENVIRONMENTAL CLEANUP FUND

Total Increase \$2,000.00

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

Revenues:	Prior Year Fund Balance	225-000-000-699.000	\$2,000.00
		Net Revenues	<u><u>\$2,000.00</u></u>
Expenditures:	Transfer to Hydro Station	225-225-000-968.252	\$2,000.00
		Net Expenditures	<u><u>\$2,000.00</u></u>

252 - HYDRO STATION FUND

Total Increase \$2,000.00

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

Revenues:	Transfer In: Environmental Cleanup	252-000-000-697.007	\$2,000.00
		Net Revenues	<u><u>\$2,000.00</u></u>
Expenditures:	Professional Ser - Other Dams	252-252-000-801.250	\$2,000.00
		Net Expenditures	<u><u>\$2,000.00</u></u>

590 - COMPOST FUND

Total Increase \$3,585.00

Increase budget for PTO payout request over the budgeted 32 hours, 132 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	590-000-000-699.000	\$3,585.00
		Net Revenues	<u><u>\$3,585.00</u></u>
Expenditures:	Salary - Permeant Wages	590-590-000-706.000	\$3,330.00
	FICA	590-590-000-715.000	\$255.00
		Net Expenditures	<u><u>\$3,585.00</u></u>

Motion to Amend the 2016 Budget (#8):

Move to **decrease** the General Fund budget by \$295,215 to \$8,668,477 and approve the department line item changes as outlined.

Move to increase the Motor Pool Fund by \$595,215 to \$821,952 and approve the department line item changes as outlined.

Move to increase the Environmental Cleanup Fund by \$2,000 to \$37,000 and approve the department line item changes as outlined.

Move to increase the Hydro Fund by \$2,000 to \$521,112 and approve the department line item changes as outlined.

Move to increase the Compost Fund by \$3,585 to \$430,102 and approve the department line item changes as outlined.

2016 YPSILANTI TOWNSHIP AGREEMENT

THIS AGREEMENT, made and entered into this 18 day of May, 2016, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

WHEREAS, the parties of the first part desire that certain improvements be made upon the local roads in the Township of Ypsilanti, and

WHEREAS, 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 second part will accomplish the improvements as specified herein, all in accordance with the standards of the parties of the second part.

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

1. Local Road Dust Control (497-11-108):

Work to include placement of three (3) solid applications of contract brine on all certified local gravel/limestone roads within the township. Estimated 68,880 gallons @ \$0.1575 per gallon.

Estimated cost of contract brine: \$ 10,848.60

AGREEMENT SUMMARY

2016 LOCAL ROAD PROGRAM

Local Road Dust Control	\$ 10,848.60
Less 2016 Conventional Matching Funds:	5,424.30

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP
UNDER THIS AGREEMENT DURING 2016:

\$ 5,424.30



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

May 9, 2016

CV

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

Dear Township Supervisor Stumbo:

Washtenaw County, the Washtenaw County Sheriff's Office and Ypsilanti Township mutually wish to enter into a Letter of Agreement for the purpose of facilitating a Community Beautification Program that employs area youth for the 2016 summer season. This Letter of Agreement will become attached as an exhibit to the existing Police Services contract which term currently runs through December 31, 2017. All other terms and conditions remain the same as in the original and amended contract.

If this Letter of Agreement is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, this Letter of Agreement is attached as an exhibit to the Service Contract between Washtenaw County and the Charter Township of Ypsilanti dated January 1, 2012 as follows:

YPSILANTI TOWNSHIP COMMUNITY BEAUTIFICATION PROGRAM

Purpose

The Charter Township of Ypsilanti wishes to enhance its ability to provide community beautification services and, at the same time, participate in an organized youth employment effort in the greater Ypsilanti area. The availability of local youth employment opportunities has been identified as an important factor in curbing the incidence of youth crime and violence. The Township and the Sheriff's Office are committed to addressing this issue through proactive means as part of a Total Policing philosophy. To that end, this program meets an identified need to help reduce youth crime and violence while also providing services to improve the value and appearance of the Township and enhance its economic development efforts.

Scope of Services

- A. The Sheriff agrees to hire eligible individuals to perform Community Beautification work within Township jurisdiction coordinated through the MI Works youth employment initiative. The parties prefer to employ Township youth to the extent possible.
- B. The Sheriff agrees to provide supervision, equipment and supplies necessary to deliver services safely and effectively.
- C. The Township agrees to reimburse the Sheriff for the cost of providing these services, including, but not limited to, wages paid to eligible youth, supervision, equipment and supplies as agreed upon by the parties.



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

- D. Community Beautification services shall include:
- 1) Trash pickup on public roadways and other public property
 - i. high visibility primary and secondary roads
 - ii. neighborhood streets
 - iii. AAATA bus stops
 - iv. Township parks
 - v. Township buildings and grounds
 - 2) Gardening type activities including but not limited to pulling weeds and planting flowers at Township owned parks and facilities
 - 3) Painting and other general maintenance at Township owned parks and facilities
 - 4) Any other activities mutually agreed upon by the parties

Term of Agreement

The term of this agreement is 11 weeks to commence in May or June, 2016. The term may be adjusted by mutual agreement of the Sheriff's Office and the Township.

Estimated Operating Budget

• 1 Supervisor @ \$20/hour with 10% fringe	\$4,840
• 8 Youth Employees @ \$9/hour with 10% fringe	\$17,424
• 2 T-shirts/youth; 2 polo shirts for Supervisor	\$320
• 9 Reflective vests \$15 each	\$135
• Trash bags	\$2,000
• Roadside Signs & vehicle magnets	\$1,000

Total estimated cost: \$25,719

Additional expenses shall be mutually agreed upon in advance as necessary.

ATTEST:

WASHTENAW COUNTY

Lawrence Kestenbaum (DATE)
County Clerk/Register

Gregory Dill (DATE)
County Administrator



WASHTENAW COUNTY OFFICE OF THE SHERIFF



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

JERRY L. CLAYTON
SHERIFF

MARK A. PTASZEK
UNDERSHERIFF

APPROVED FOR CONTENT:

CHARTER TOWNSHIP OF YPSILANTI

Jerry L. Clayton (DATE)
Sheriff

Accepted by Brenda L. Stumbo
Brenda L. Stumbo (DATE)
Township Supervisor May 18, 2016

Accepted by Karen Lovejoy Roe
Karen Lovejoy Roe (DATE)
Township Clerk May 18, 2016

Original: Clerk
Vendor
cc: Department
Purchasing

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo
Brenda L. Stumbo, Supervisor May 18, 2016

Rosal Mannett
Witness May 18, 2016

Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk May 18, 2016

Rosal Mannett
Witness May 18, 2016

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness

AGREEMENT TO ASSIGN THE LINCOLN CONSOLIDATED SCHOOL DISTRICT
CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD
OF JUNE 22, 2016 THROUGH AUGUST 29, 2016

AGREEMENT is made this 10th day of May 2016 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Drive, Ypsilanti, Michigan, ("Township"), the LINCOLN CONSOLIDATED SCHOOL DISTRICT, located at 8970 Whittaker Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF'S OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

WHEREAS, the Township and the School currently contract with the County and the Sheriff to provide contractual police services in their respective jurisdictions and;

WHEREAS, the deputy assigned to the School is primarily used during the standard school year of August through early June; and

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 22, 2015 through August 29, 2016 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

WHEREAS, the School deputy will be reassigned to the Township and given assignments as agreed upon by the Township and Sheriff, thereby enhancing police services in the Township during the summer months.

WHEREAS, the parties now desire to memorialize this Agreement to writing.

NOW THEREFORE, the parties agree as follows:

ARTICLE I – Assignment of Contractual Deputy

The parties agree that beginning on June 22, 2016 and concluding on August 29, 2016, the contractual deputy assigned to Lincoln Consolidated School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Lincoln Consolidated School District.

ARTICLE II - TERM

This contract shall begin on June 22, 2016 and continue through August 29, 2016.

ARTICLE III –PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$29,193, payable by the Township as follows: June invoice--\$3,918.00; July invoice--\$13,059.00; and August invoice--\$12,216.00.

ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the parties will be incorporated into this Agreement by written amendments signed by all parties.

ARTICLE V - EXTENT OF CONTRACT

The terms of this document represents the entire agreement between the parties on the reassignment of the School contractual deputy to the Township for the term described in this Agreement and supersedes all prior representations, negotiations or agreements whether written or oral on this matter.

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

By: Brenda Stumbo
Brenda Stumbo (DATE)
Supervisor
May 18, 2016

By: _____
Greg Dill (DATE)
County Administrator

By: Karen Lovejoy Roe
Karen Lovejoy Roe (DATE)
Clerk
May 18, 2016

WASHTENAW COUNTY SHERIFF'S OFFICE

LINCOLN CONSOLIDATED SCHOOLS

By: _____
Jerry Clayton
Sheriff

By: _____
Sean McNatt
Superintendent

APPROVED AS TO FORM:

ATTESTED TO:

By: _____
Curtis N. Hedger
Office of Corporation Counsel

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

AGREEMENT TO ASSIGN THE YPSILANTI COMMUNITY SCHOOL DISTRICT
CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD
OF JUNE 22, 2016 THROUGH AUGUST 29, 2016

AGREEMENT is made this 10th day of May 2016 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Dr, Ypsilanti, Michigan, ("Township"), the YPSILANTI COMMUNITY SCHOOL DISTRICT, located at 1885 Packard Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF'S OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

WHEREAS, the Township and the School currently contract with the County and the Sheriff to provide contractual police services in their respective jurisdictions and;

WHEREAS, the deputy assigned to the School is primarily used during the standard school year of August through early June; and

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 22, 2016 through August 29, 2016 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

WHEREAS, the School deputy will be reassigned to the Township and given assignments as agreed upon by the Township and Sheriff, thereby enhancing police services in the Township during the summer months.

WHEREAS, the parties now desire to memorialize this Agreement to writing.

NOW THEREFORE, the parties agree as follows:

ARTICLE I – Assignment of Contractual Deputy

The parties agree that beginning on June 22, 2016 and concluding on August 29, 2016, the contractual deputy assigned to Ypsilanti Public School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Ypsilanti Public School District.

ARTICLE II - TERM

This contract shall begin on June 22, 2016 and continue through August 29, 2016.

ARTICLE III – PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$29,193, payable by the Township as follows: June invoice--\$3,918.00; July invoice--\$13,059.00; and August invoice--\$12,216.00.

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Changes mutually agreed upon by the parties will be incorporated into this Agreement by written amendments signed by all parties.

ARTICLE V - EXTENT OF CONTRACT

The terms of this document represents the entire agreement between the parties on the reassignment of the School contractual deputy to the Township for the term described in this Agreement and supersedes all prior representations, negotiations or agreements whether written or oral on this matter.

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

By: Brenda L. Stumbo
Brenda Stumbo (DATE)
Supervisor May 18, 2016

By: _____
Greg Dill (DATE)
County Administrator

By: Karen Lovejoy Roe
Karen Lovejoy Roe (DATE)
Clerk May 18, 2016

WASHTENAW COUNTY SHERIFF'S OFFICE YPSILANTI COMMUNITY SCHOOLS

By: _____
Jerry Clayton
Sheriff

By: _____
Ben Edmondson (Date)
Superintendent

APPROVED AS TO FORM:

ATTESTED TO:

By: _____
Curtis N. Hedger
Office of Corporation Counsel

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

2016 YPSILANTI TOWNSHIP SECOND AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of May, 2016, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

WHEREAS, the parties of the first part desire that certain improvements be made upon the local roads in the Township of Ypsilanti, and

WHEREAS, 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 second part will accomplish the improvements as specified herein, all in accordance with the standards of the parties of the second part.

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

1. **Washtenaw Orchard Subdivision:**

Work to include crack sealing. Roads to include: Bud Avenue, Woodruff Lane and Blossom Avenue.

Estimated project cost: \$ 11,600.00

2. **Washtenaw Ridge Subdivision:**

Work to include crack sealing. Roads to include: Woodruff Lane, Peach Crest Street and Apple Ridge Street.

Estimated project cost: \$ 16,500.00

3. **North River Street, Clark Road southerly 0.12 miles:**

Work to include crack sealing.

Estimated project cost: \$ 3,600.00

4. **Bailey Avenue, Lamay Avenue to Allen Avenue:**

Work to include milling the existing surface, placement of a 1.5" HMA resurfacing and associated project restoration.

Estimated project cost: \$ 17,300.00

5. **Township Wide Drainage Improvements:**

Work may include ditching, roadside berm removal, culvert replacement and vegetation removal incidental to this work on various local roads within the township. Locations to be determined by the Township Supervisor (or designee) and the District Foreman.

Estimated project cost: \$ 11,848.00

PRIMARY ROAD IMPROVEMENTS

6. **Ridge Road, US-12 to Clark Road:**

Work to include milling the existing surface, placement of a 3" HMA resurfacing, structure adjustments and associated project restoration.

Estimated project cost: \$ 84,400.00

7. **Wiard Boulevard, Clark Road to McIntosh Road:**

Work to include milling the existing surface, placement of a 2" HMA resurfacing, structure adjustments, ADA sidewalk ramp upgrades with curb and gutter, and associated project restoration.

Estimated project cost: \$ 77,500.00

AGREEMENT SUMMARY

2016 LOCAL ROAD PROGRAM

Washtenaw Orchard Subdivision	\$ 11,600.00
Washtenaw Ridge Subdivision	\$ 16,500.00
North River Street	\$ 3,600.00
Bailey Avenue	\$ 17,300.00
Township-wide Drainage Improvements	<u>\$ 11,848.00</u>
Total Local Road Program	<u>\$ 60,848.00</u>

Ridge Road	\$ 84,400.00
Wiard Boulevard	<u>\$ 77,500.00</u>
Total Primary Road Program	<u>\$ 161,900.00</u>

2016 Road Program Subtotal \$ 222,748.00

Less 2016 Conventional Matching Funds: 98,752.70
 Less 2016 Drainage Matching Funds: 5,924.00

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

JUNE 7, 2016 BOARD MEETING

ACCOUNTS PAYABLE CHECKS - \$ 402,156.07

HAND CHECKS - \$ 462,480.41

GRAND TOTAL - **\$ 864,636.48**

User: mharris

CHECK NUMBERS 171972 - 172021

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
05/11/2016	AP	171972	0426	GUARDIAN ALARM	453.93
05/11/2016	AP	171973	1475	VERIZON WIRELESS	101.24
05/11/2016	AP	171974	1475	VERIZON WIRELESS	71.10
05/11/2016	AP	171975	15934	WASTE MANAGEMENT	28,380.30
05/11/2016	AP	171976	15934	WASTE MANAGEMENT	32,188.52
05/11/2016	AP	171977	15934	WASTE MANAGEMENT	95,075.99
05/11/2016	AP	171978	15934	WASTE MANAGEMENT	219.78
05/11/2016	AP	171979	15934	WASTE MANAGEMENT	493.12
05/11/2016	AP	171980	15934	WASTE MANAGEMENT	859.69
05/11/2016	AP	171981	15934	WASTE MANAGEMENT	5,503.28
05/11/2016	AP	171982	15934	WASTE MANAGEMENT	835.00
05/11/2016	AP	171983	15934	WASTE MANAGEMENT	120.48
05/13/2016	AP	171984	6821	AT & T	4,632.96
05/13/2016	AP	171985	0363	COMCAST CABLE	494.55
05/13/2016	AP	171986	0363	COMCAST CABLE	104.85
05/13/2016	AP	171987	0363	COMCAST CABLE	104.85
05/13/2016	AP	171988	0363	COMCAST CABLE	98.07
05/13/2016	AP	171989	0363	COMCAST CABLE	266.50
05/13/2016	AP	171990	0426	GUARDIAN ALARM	2,065.00
05/13/2016	AP	171991	0426	GUARDIAN ALARM	1,230.57
05/13/2016	AP	171992	PNC EQUIP	PNC EQUIPMENT FINANCE, LLC	7,022.07
05/13/2016	AP	171993	1475	VERIZON WIRELESS	1,051.36
05/13/2016	AP	171994	1475	VERIZON WIRELESS	30.06
05/13/2016	AP	171995	15934	WASTE MANAGEMENT	124.85
05/13/2016	AP	171996	15421	WEX BANK	1,024.87
05/16/2016	AP	171997	0338	POSTMASTER	454.87
05/17/2016	AP	171998	0363	COMCAST CABLE	4,461.00
05/18/2016	AP	171999	15971	PARKER ALLEN	60.00
05/19/2016	AP	172000	DEP	DEP PRODUCTIONS	914.90
05/20/2016	AP	172001	5049	BLUE CROSS BLUE SHIELD OF MI	133,069.80
05/20/2016	AP	172002	BCBS	BLUE CROSS BLUE SHIELD OF MI	35,225.59
05/20/2016	AP	172003	0363	COMCAST CABLE	94.85
05/20/2016	AP	172004	0480	YPSILANTI COMMUNITY	2,276.45
05/25/2016	AP	172005	0363	COMCAST CABLE	144.85
05/25/2016	AP	172006	2002	DELTA DENTAL PLAN OF MICHIGAN	13,380.57
05/25/2016	AP	172007	16486	PAETEC	541.71
05/25/2016	AP	172008	6263	STANDARD INSURANCE COMPANY	4,275.28
05/25/2016	AP	172009	VSP	VISION SERVICE PLAN	2,430.00
06/01/2016	AP	172010	6821	AT & T	92.10
06/01/2016	AP	172011	6821	AT & T	31.66
06/01/2016	AP	172012	16509	CLEAR RATE COMMUNICATIONS, INC	1,098.17
06/01/2016	AP	172013	COMCAST B	COMCAST BUSINESS	825.00
06/01/2016	AP	172014	0363	COMCAST CABLE	119.23
06/01/2016	AP	172015	0363	COMCAST CABLE	161.04
06/01/2016	AP	172016	0363	COMCAST CABLE	214.90
06/01/2016	AP	172017	0363	COMCAST CABLE	104.85
06/01/2016	AP	172018	0119	DTE ENERGY**	76,489.25
06/01/2016	AP	172019	15934	WASTE MANAGEMENT	2,817.61
06/01/2016	AP	172020	0480	YPSILANTI COMMUNITY	289.47
06/01/2016	AP	172021	0338	POSTMASTER	354.27

AP TOTALS:

Total of 50 Checks:

462,480.41

Less 0 Void Checks:

0.00

Total of 50 Disbursements:

462,480.41

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
06/07/2016	AP	172022	4ALL	4ALLPROMOS / K-READ	487.51
06/07/2016	AP	172023	2937	A & R TOTAL CONSTRUCTION, INC.	667.92
06/07/2016	AP	172024	0001	A.F. SMITH ELECTRIC	2,872.09
06/07/2016	AP	172025	ALS	AARNETH LIGHTING SOLUTIONS	37.50
06/07/2016	AP	172026	11339	ACCUSHRED LLC	215.00
06/07/2016	AP	172027	0468	ACUSHNET COMPANY	103.74
06/07/2016	AP	172028	15493	ADAM KURTINAITIS	1,505.00
06/07/2016	AP	172029	AEH	ALLEN EDWIN HOMES	10,000.00
06/07/2016	AP	172030	0560	ALLGRAPHICS CORPORATION	2,343.30
06/07/2016	AP	172031	0017	ANN ARBOR CLEANING SUPPLY	1,089.35
06/07/2016	AP	172032	0022	ANN ARBOR WELDING SUPPLY CO	202.04
06/07/2016	AP	172033	0675	ARBOR VACUUM & SMALL APPLIANCE	24.95
06/07/2016	AP	172034	0215	AUTO VALUE YPSILANTI	595.46
06/07/2016	AP	172035	15524	AUTOMATIC IRRIGATION SUPPLY	600.82
06/07/2016	AP	172036	6885	BACK TO NATURE LAWN CARE	109.87
06/07/2016	AP	172037	0777	BANDIT INDUSTRIES	235.51
06/07/2016	AP	172038	B. UDEH	BASIL UDEH	138.00
06/07/2016	AP	172039	0898	BS & A SOFTWARE	5,214.00
06/07/2016	AP	172040	0354	BSN SPORTS	1,004.95
06/07/2016	AP	172041	6959	BUTZEL LONG	42.00
06/07/2016	AP	172042	C. HALE	CALEB HALE	40.00
06/07/2016	AP	172043	6015	CENTRON DATA SERVICES	4,200.00
06/07/2016	AP	172044	6566	CHELSEA LUMBER	614.00
06/07/2016	AP	172045	C. TUBBS	CHERIE TUBBS	100.00
06/07/2016	AP	172046	2276	CINCINNATI TIME SYSTEMS	728.70
06/07/2016	AP	172047	C. HURD	CINDY HURD	200.00
06/07/2016	AP	172048	6477	CITY OF ANN ARBOR	2,041.71
06/07/2016	AP	172049	15452	COLD CUT KRUISE	90.00
06/07/2016	AP	172050	1312	COMPLETE BATTERY SOURCE	28.95
06/07/2016	AP	172051	0582	CONGDON'S	178.14
06/07/2016	AP	172052	16157	COOPER WEST	13.00
06/07/2016	AP	172053	D. GUSTAF	DAVIANA GUSTAFSON	100.00
06/07/2016	AP	172054	4865	DC HYDRAULICS INC.	443.26
06/07/2016	AP	172055	12958	DEANNA WHITE	56.00
06/07/2016	AP	172056	D. AUSTIN	DENASIA AUSTIN	100.00
06/07/2016	AP	172057	D. HAWLEY	DREW HAWLEY	58.00
06/07/2016	AP	172058	2039	DTE ENERGY COMPANY -	17,720.00
06/07/2016	AP	172059	6819	DUNHAM'S SPORTING GOODS	150.00
06/07/2016	AP	172060	E. SAYAH	ELIAS SAYAH	45.00
06/07/2016	AP	172061	2913	EMERGENCY VEHICLE SERVICES	8,163.17
06/07/2016	AP	172062	2898	EMERGENT HEALTH PARTNERS	5,956.15
06/07/2016	AP	172063	1200	FEDERAL EXPRESS CORPORATION	29.82
06/07/2016	AP	172064	2578	FERGUSON ENTERPRISES, INC.	22.16
06/07/2016	AP	172065	0073	GENE BUTMAN FORD	426.90
06/07/2016	AP	172066	0801	GOLF COURSE SUPERINTENDENTS	375.00
06/07/2016	AP	172067	GWORKS	GOOSEWORKS, LLC	625.00
06/07/2016	AP	172068	1233	GORDON FOOD SERVICE INC.	1,030.05
06/07/2016	AP	172069	6161	GOVERNMENTAL CONSULTANT	2,850.00
06/07/2016	AP	172070	0107	GRAINGER	773.76
06/07/2016	AP	172071	6414	GRIFFIN PEST SOLUTIONS	93.00
06/07/2016	AP	172072	15004	HABITAT FOR HUMANITY - HURON VALLEY	50,000.00
06/07/2016	AP	172073	15004	HABITAT FOR HUMANITY - HURON VALLEY	30,000.00
06/07/2016	AP	172074	0844	HEIKKINEN PRODUCTIONS	168.00
06/07/2016	AP	172075	0503	HOME DEPOT	194.08
06/07/2016	AP	172076	0500	HORNUNG'S	104.95
06/07/2016	AP	172077	0473	HURON RIVER WATERSHED COUNCIL	7,556.67
06/07/2016	AP	172078	3988	HURON SIGNS	396.00
06/07/2016	AP	172079	15167	HURON VALLEY CABLING & CONSULTING	419.50
06/07/2016	AP	172080	16156	JAMES ROSEMAN	52.00
06/07/2016	AP	172081	J. ROSEMAN	JEFFREY ROSEMAN	56.00
06/07/2016	AP	172082	15972	JESSE HILDEBRANDT	83.00
06/07/2016	AP	172083	JOSMITH	JOSEPH SMITH	96.00
06/07/2016	AP	172084	16408	JTW PIPES LLC	4,063.00
06/07/2016	AP	172085	K. KUMPELI	KADEN KUMPELIS	106.00
06/07/2016	AP	172086	K. HINER	KATHLEEN HINER	283.50
06/07/2016	AP	172087	K. MONTRES	KEITH MONTRESOR	1,295.00
06/07/2016	AP	172088	K. FERRELL	KENNETH FERRELL JR.	54.00
06/07/2016	AP	172089	K. LAWSON	KEVIN LAWSON	18.00
06/07/2016	AP	172090	KLAI	KLAI-CO IDENTIFICATION PRODUCT, INC	165.63
06/07/2016	AP	172091	LCI	LEO'S CONEY ISLAND	152.49
06/07/2016	AP	172092	LIGHT UP	LIGHT UP DISTRIBUTION, INC	44.50
06/07/2016	AP	172093	16247	LOMBARDO HOMES OF SE MI LLC	39,508.00
06/07/2016	AP	172094	16247	LOMBARDO HOMES OF SE MI LLC	40,356.00
06/07/2016	AP	172095	6550	LOOKING GOOD LAWNS	8,814.00
06/07/2016	AP	172096	6467	LOWE'S	123.51
06/07/2016	AP	172097	0244	MARGOLIS COMPANIES, INC.	1,475.00
06/07/2016	AP	172098	0158	MARK HAMILTON	1,500.00
06/07/2016	AP	172099	6476	MASA	360.00

A/P Checks

User: mharris

CHECK NUMBERS 172022 - 172167

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
06/07/2016	AP	172100	0253	MCLAIN AND WINTERS	9,775.00
06/07/2016	AP	172101	MENARD	MENARD, INC.	509.02
06/07/2016	AP	172102	M. BODARY	MICHAEL BODARY	90.00
06/07/2016	AP	172103	SEMEYN.	MICHAEL SEMEYN	13.00
06/07/2016	AP	172104	M. SMITH	MICHAEL SMITH	108.00
06/07/2016	AP	172105	16165	MICHIGAN ABILITY PARTNERS	3,269.60
06/07/2016	AP	172106	ML& L	MICHIGAN LANDSCAPE AND LIGHTING INC	1,315.00
06/07/2016	AP	172107	16461	MICHIGAN LINEN SERVICE, INC.	1,346.68
06/07/2016	AP	172108	0525	MICHIGAN TOWNSHIP ASSOC.**	6,309.78
06/07/2016	AP	172109	SEMEYN	MITCHEL SEMEYN	13.00
06/07/2016	AP	172110	16407	MLIVE MEDIA GROUP	220.00
06/07/2016	AP	172111	MCR, LLC	MODERN COURT REPORTING, LLC	313.90
06/07/2016	AP	172112	2986	NAPA AUTO PARTS*	81.85
06/07/2016	AP	172113	N. HAWLEY	NATE HAWLEY	30.00
06/07/2016	AP	172114	NETWFLEET	NETWORKFLEET, INC	530.60
06/07/2016	AP	172115	6278	OBRYAN'S LOCK & KEY*	820.00
06/07/2016	AP	172116	2997	OFFICE EXPRESS	592.40
06/07/2016	AP	172117	1081	OKINAWAN KARATE CLUB	747.60
06/07/2016	AP	172118	0309	ORCHARD, HILTZ & MCCLIMENT INC	17,304.73
06/07/2016	AP	172119	0501	PARK ATHLETIC SUPPLY	1,212.00
06/07/2016	AP	172120	15971	PARKER ALLEN	80.00
06/07/2016	AP	172121	0913	PARKWAY SERVICES, INC.	750.00
06/07/2016	AP	172122	PEPSI	PEPSI BEVERAGES COMPANY	475.32
06/07/2016	AP	172123	P. POWER	PETER POWER	1,820.00
06/07/2016	AP	172124	0327	PINTER'S FLOWERLAND, INC.	63.97
06/07/2016	AP	172125	6203	PITTSFIELD CHARTER TOWNSHIP	875.00
06/07/2016	AP	172126	0722	PRINTING SYSTEMS	2,717.50
06/07/2016	AP	172127	PS	PRIORITY SYSTEMS	159.70
06/07/2016	AP	172128	6045	Q.P.S PRINTING	1,514.58
06/07/2016	AP	172129	15420	RESERVE ACCOUNT	10,000.00
06/07/2016	AP	172130	1637	RESIDEX, LLC	2,172.00
06/07/2016	AP	172131	15386	RICOH USA, INC.	5,812.80
06/07/2016	AP	172132	6308	RKA PETROLEUM	4,188.75
06/07/2016	AP	172133	R. UDEH	ROBERA UDEH	27.00
06/07/2016	AP	172134	R. LEONE	ROCCO LEONE	27.00
06/07/2016	AP	172135	6105	SAKSTRUP'S	343.75
06/07/2016	AP	172136	0383	SHERWIN WILLIAMS COMPANY	189.45
06/07/2016	AP	172137	6288	SIGNS BY TOMORROW	1,035.00
06/07/2016	AP	172138	SINAWE	SINAWE MANAGEMENT GROUP	45.00
06/07/2016	AP	172139	SITEONE	SITEONE LANDSCAPE SUPPLY, LLC	265.83
06/07/2016	AP	172140	15751	SOUTHERN COMPUTER WAREHOUSE	1,420.62
06/07/2016	AP	172141	1507	SPARTAN DISTRIBUTORS	657.37
06/07/2016	AP	172142	0399	SPEARS FIRE & SAFETY SERVICE	1,405.95
06/07/2016	AP	172143	STANTEC	STANTEC	7,838.00
06/07/2016	AP	172144	6384	STAPLES* - ACCOUNT #1026071	154.44
06/07/2016	AP	172145	6629	START SMART SPORTS DEVELOPMENT	1,494.32
06/07/2016	AP	172146	754890	STATE OF MICHIGAN	965.00
06/07/2016	AP	172147	0910	SUPERIOR TOWNSHIP UTILITY DEPT	97.41
06/07/2016	AP	172148	0759	TERRAFIRMA	136.00
06/07/2016	AP	172149	6974	TERRY CONDIT	108.00
06/07/2016	AP	172150	T. FOOTE	THERESE ANN FOOTE	324.80
06/07/2016	AP	172151	0356	TIME EMERGENCY EQUIPMENT	239.80
06/07/2016	AP	172152	15941	TODD BARBER	4,850.00
06/07/2016	AP	172153	6376	TRACTOR SUPPLY COMPANY	479.92
06/07/2016	AP	172154	T. ERBY	TRAVIS ERBY	356.00
06/07/2016	AP	172155	T. ZYNGIER	TROY ZYNGIER	11.00
06/07/2016	AP	172156	VTS	VALENTINE TREE SERVICE	1,325.00
06/07/2016	AP	172157	0497	VAN BUREN STEEL & FABRICATING	30.80
06/07/2016	AP	172158	6627	VICTORY LANE	68.78
06/07/2016	AP	172159	WC-OCED	WASHTENAW COUNTY	5,000.00
06/07/2016	AP	172160	WC-OCED	WASHTENAW COUNTY	5,000.00
06/07/2016	AP	172161	16425	WASHTENAW COUNTY LEGAL NEWS	195.00
06/07/2016	AP	172162	0444	WASHTENAW COUNTY TREASURER#	28,479.00
06/07/2016	AP	172163	16368	WEINGARTZ	129.87
06/07/2016	AP	172164	0480	YPSILANTI COMMUNITY	1,097.90
06/07/2016	AP	172165	0480	YPSILANTI COMMUNITY	615.00
06/07/2016	AP	172166	6417	YPSILANTI TOWNSHIP PETTY CASH	226.69
06/07/2016	AP	172167	0729	ZEP MANUFACTURING COMPANY	98.98

AP TOTALS:

Total of 146 Checks:

402,156.07

Less 0 Void Checks:

0.00

Total of 146 Disbursements:

402,156.07

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

JUNE 21, 2016 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	258,797.86
HAND CHECKS -	\$	<u>28,876.08</u>
GRAND TOTAL -	\$	287,673.94

Choice Health Care Deductible – MAY 2016

ACH EFT -	\$	50,621.75
ADMIN FEE -	\$	1,207.50 (APR)

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
06/07/2016	AP	172169	2913	EMERGENCY VEHICLE SERVICES	4,869.57
06/07/2016	AP	172170	P.A.S.	PERSONNEL ASSESSMENT SYSTEMS	8,750.00
06/07/2016	AP	172171	0327	PINTER'S FLOWERLAND, INC.	9.95
06/07/2016	AP	172172	PNC EQUIP	PNC EQUIPMENT FINANCE, LLC	7,022.07
06/07/2016	AP	172173	0722	PRINTING SYSTEMS	2,817.50
06/07/2016	AP	172174	0634	SAM'S CLUB DIRECT	170.00
06/07/2016	AP	172175	3212	STANLEY CONVERGENT SECURITY	253.75
06/07/2016	AP	172176	754890	STATE OF MICHIGAN	965.00
06/07/2016	AP	172177	0872	STATE OF MICHIGAN#	125.00
06/10/2016	AP	172178	0363	COMCAST CABLE	494.55
06/10/2016	AP	172179	0363	COMCAST CABLE	94.85
06/10/2016	AP	172180	0363	COMCAST CABLE	104.85
06/10/2016	AP	172181	0363	COMCAST CABLE	239.85
06/10/2016	AP	172182	0363	COMCAST CABLE	104.85
06/10/2016	AP	172183	0363	COMCAST CABLE	104.85
06/10/2016	AP	172184	0426	GUARDIAN ALARM	500.00
06/10/2016	AP	172185	15405	MAYNARDS AUTO SERVICE CENTER	376.84
06/10/2016	AP	172186	1475	VERIZON WIRELESS	101.24
06/10/2016	AP	172187	1475	VERIZON WIRELESS	71.10
06/10/2016	AP	172188	15934	WASTE MANAGEMENT	375.00
06/10/2016	AP	172189	15421	WEX BANK	1,325.26

AP TOTALS:	
Total of 21 Checks:	28,876.08
Less 0 Void Checks:	0.00
Total of 21 Disbursements:	28,876.08

User: mharris

CHECK NUMBERS 172190 - 172312

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
06/21/2016	AP	172190	0657	14-B DISTRICT COURT	500.00
06/21/2016	AP	172191	0657	14-B DISTRICT COURT	300.00
06/21/2016	AP	172192	0657	14-B DISTRICT COURT	480.00
06/21/2016	AP	172193	2937	A & R TOTAL CONSTRUCTION, INC.	202.10
06/21/2016	AP	172194	0001	A.F. SMITH ELECTRIC	1,051.81
06/21/2016	AP	172195	11339	ACCUSHRED LLC	115.00
06/21/2016	AP	172196	0468	ACUSHNET COMPANY	86.41
06/21/2016	AP	172197	15493	ADAM KURTINAITIS	840.00
06/21/2016	AP	172198	4709	ALLEGRA PRINTING AND IMAGING	398.00
06/21/2016	AP	172199	0560	ALLGRAPHICS CORPORATION	28.10
06/21/2016	AP	172200	0397	ALLIE BROTHERS, INC.	975.00
06/21/2016	AP	172201	0017	ANN ARBOR CLEANING SUPPLY	966.13
06/21/2016	AP	172202	6748	ANN ARBOR NEWS	161.20
06/21/2016	AP	172203	1990	ANNETTE GONTARSKI	440.72
06/21/2016	AP	172204	0215	AUTO VALUE YPSILANTI	193.65
06/21/2016	AP	172205	B. UDEH	BASIL UDEH	69.00
06/21/2016	AP	172206	6345	BELLE TIRE	166.50
06/21/2016	AP	172207	0071	BRENDA STUMBO	172.79
06/21/2016	AP	172208	C. DRUMMER	CALEB DRUMMER	24.00
06/21/2016	AP	172209	C. HALE	CALEB HALE	60.00
06/21/2016	AP	172210	C. LEIDLEIN	CARSON LEIDLEIN	12.00
06/21/2016	AP	172211	15452	COLD CUT KRUISE	53.70
06/21/2016	AP	172212	0102	COLMAN-WOLF SANITARY SUPPLY CO	156.66
06/21/2016	AP	172213	0582	CONGDON'S	19.99
06/21/2016	AP	172214	16157	COOPER WEST	26.00
06/21/2016	AP	172215	COURT INN	COURT INNOVATIONS INC	1,040.00
06/21/2016	AP	172216	DANI'S	DANI'S TRANSPORT	2,000.00
06/21/2016	AP	172217	DAWN FARM	DAWN FARM	1,633.50
06/21/2016	AP	172218	4865	DC HYDRAULICS INC.	373.70
06/21/2016	AP	172219	DCS	DEBORAH'S CATERING SERVICES	720.00
06/21/2016	AP	172220	DRC	DISPUTE RESOLUTION CENTER	1,250.00
06/21/2016	AP	172221	D. HAWLEY	DREW HAWLEY	13.00
06/21/2016	AP	172222	6515	EMERGENCY MEDICAL PRODUCTS	648.96
06/21/2016	AP	172223	2898	EMERENT HEALTH PARTNERS	5,956.15
06/21/2016	AP	172224	16060	ERIC COPELAND	64.98
06/21/2016	AP	172225	0135	FORMS TRAC, ENTERPRISES	244.25
06/21/2016	AP	172226	15897	GARY STAFFORD	20.00
06/21/2016	AP	172227	GOOGLE INC	GOOGLE INC.	1,500.00
06/21/2016	AP	172228	GWORXS	GOOSEWORKS, LLC	625.00
06/21/2016	AP	172229	1233	GORDON FOOD SERVICE INC.	2,906.19
06/21/2016	AP	172230	6161	GOVERNMENTAL CONSULTANT	2,850.00
06/21/2016	AP	172231	0107	GRAINGER	629.16
06/21/2016	AP	172232	0503	HOME DEPOT	265.77
06/21/2016	AP	172233	HNV	HOME OF NEW VISION	38,801.17
06/21/2016	AP	172234	0500	HORNUNG'S	426.12
06/21/2016	AP	172235	J. ROSEMAN	JEFFREY ROSEMAN	13.00
06/21/2016	AP	172236	15972	JESSE HILDEBRANDT	40.00
06/21/2016	AP	172237	5578	JOEL ROBERTS	1,258.80
06/21/2016	AP	172238	JOSMITH	JOSEPH SMITH	33.00
06/21/2016	AP	172239	K. KUMPELI	KADEN KUMPELIS	33.00
06/21/2016	AP	172240	6280	KAREN LOVEJOY ROE	161.04
06/21/2016	AP	172241	K. FERELL	KENNETH FERRELL JR.	42.00
06/21/2016	AP	172242	K. LAWSON	KEVIN LAWSON	18.00
06/21/2016	AP	172243	LLS	LANGUAGE LINE SERVICES	158.51
06/21/2016	AP	172244	LCI	LEO'S CONEY ISLAND	268.47
06/21/2016	AP	172245	6550	LOOKING GOOD LAWN	2,936.00
06/21/2016	AP	172246	6467	LOWE'S	237.92
06/21/2016	AP	172247	0236	MADCPO	25.00
06/21/2016	AP	172248	M. DRUMMER	MARCUS DRUMMER	30.00
06/21/2016	AP	172249	0158	MARK HAMILTON	1,500.00
06/21/2016	AP	172250	2521	MAX-VIEW WINDOW WASHING, INC.	700.00
06/21/2016	AP	172251	0253	MCLAIN AND WINTERS	99,273.86
06/21/2016	AP	172252	15143	MICHAEL GATTI	216.00
06/21/2016	AP	172253	SEMEYN.	MICHAEL SEMEYN	13.00
06/21/2016	AP	172254	M. SMITH	MICHAEL SMITH	54.00
06/21/2016	AP	172255	ML&L	MICHIGAN LANDSCAPE AND LIGHTING INC	800.00
06/21/2016	AP	172256	16461	MICHIGAN LINEN SERVICE, INC.	1,299.27
06/21/2016	AP	172257	6057	MICHIGAN RECREATION & PARK	675.00
06/21/2016	AP	172258	SEMEYN	MITCHEL SEMEYN	13.00
06/21/2016	AP	172259	MR. BUBBLE	MR. BUBBLES AUTO SPA	120.00
06/21/2016	AP	172260	2986	NAPA AUTO PARTS*	60.48
06/21/2016	AP	172261	N. HAWLEY	NATE HAWLEY	30.00
06/21/2016	AP	172262	1608	NATIONAL PEN CORPORATION	387.22
06/21/2016	AP	172263	NETWFLEET	NETWORKFLEET, INC	530.60
06/21/2016	AP	172264	OC	OAKLAND COUNTY	1,863.25
06/21/2016	AP	172265	2997	OFFICE EXPRESS	691.66
06/21/2016	AP	172266	0309	ORCHARD, HILTZ & MCCLIMENT INC	579.00
06/21/2016	AP	172267	15971	PARKER ALLEN	30.00

User: mharris

CHECK NUMBERS 172190 - 172312

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
06/21/2016	AP	172268	0913	PARKWAY SERVICES, INC.	150.00
06/21/2016	AP	172269	PEPSI	PEPSI BEVERAGES COMPANY	680.28
06/21/2016	AP	172270	P. POWER	PETER POWER	2,625.00
06/21/2016	AP	172271	PLUKETT	PLUNKETT COONEY	26,834.21
06/21/2016	AP	172272	PREFERRED	PREFERRED TONER SOLUTIONS	219.90
06/21/2016	AP	172273	0722	PRINTING SYSTEMS	995.35
06/21/2016	AP	172274	1637	RESIDEX, LLC	4,393.57
06/21/2016	AP	172275	8470	RICHARD FITZGERALD	2,517.60
06/21/2016	AP	172276	6308	RKA PETROLEUM	6,722.10
06/21/2016	AP	172277	R. UDEH	ROBERA UDEH	9.00
06/21/2016	AP	172278	0634	SAM'S CLUB DIRECT	14.96
06/21/2016	AP	172279	SAS	SAS COMMUNITY EDUCATION	1,356.00
06/21/2016	AP	172280	15419	SERVICE ELECTRIC	16.00
06/21/2016	AP	172281	0383	SHERWIN WILLIAMS COMPANY	373.80
06/21/2016	AP	172282	6288	SIGNS BY TOMORROW	968.70
06/21/2016	AP	172283	15751	SOUTHERN COMPUTER WAREHOUSE	147.02
06/21/2016	AP	172284	1507	SPARTAN DISTRIBUTORS	52.14
06/21/2016	AP	172285	1338	STADIUM TROPHY	588.53
06/21/2016	AP	172286	0294	STATE OF MICHIGAN*#	60.00
06/21/2016	AP	172287	0632	STERICYCLE INC	183.93
06/21/2016	AP	172288	11025	TAMMIE KEEN	85.97
06/21/2016	AP	172289	1227	TARGET INFORMATION	82.71
06/21/2016	AP	172290	TERMINX	TERMINIX PROCESSING CENTER	50.00
06/21/2016	AP	172291	6974	TERRY CONDIT	84.00
06/21/2016	AP	172292	TETRA TECH	TETRA TECH, INC	430.00
06/21/2016	AP	172293	15787	THOMAS REUTERS	2,430.05
06/21/2016	AP	172294	15941	TODD BARBER	3,050.00
06/21/2016	AP	172295	6376	TRACTOR SUPPLY COMPANY	58.05
06/21/2016	AP	172296	16146	TRANSCRIPTIONGEAR.COM	165.66
06/21/2016	AP	172297	3082	UNIVERSITY TRANSLATORS	256.67
06/21/2016	AP	172298	VTS	VALENTINE TREE SERVICE	725.00
06/21/2016	AP	172299	V. JOHNSON	VERNESSA JOHNSON	100.00
06/21/2016	AP	172300	6627	VICTORY LANE	40.24
06/21/2016	AP	172301	V. YERMALE	VOLHA YERMALENKA	315.00
06/21/2016	AP	172302	0790	WASHTENAW COUNTY BAR ASSOC.	340.00
06/21/2016	AP	172303	16425	WASHTENAW COUNTY LEGAL NEWS	465.00
06/21/2016	AP	172304	0163	WASHTENAW COUNTY ROAD COMMISSION	269.45
06/21/2016	AP	172305	0163	WASHTENAW COUNTY ROAD COMMISSION	6,478.93
06/21/2016	AP	172306	15249	WASHTENAW COUNTY SHERIFF'S OFFICE	5,655.00
06/21/2016	AP	172307	0444	WASHTENAW COUNTY TREASURER#	3,365.96
06/21/2016	AP	172308	WASHTENAW	WASHTENAW URGENT CARE	800.00
06/21/2016	AP	172309	W. SWEENEY	WILLIAM SWEENEY	150.00
06/21/2016	AP	172310	0480	YPSILANTI COMMUNITY	413.45
06/21/2016	AP	172311	0211	YPSILANTI TWP. TAX COLLECTION	300.00
06/21/2016	AP	172312	0729	ZEP MANUFACTURING COMPANY	220.84

AP TOTALS:

Total of 123 Checks:

258,797.86

Less 0 Void Checks:

0.00

Total of 123 Disbursements:

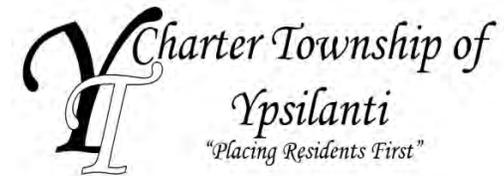
258,797.86

User: mharris CHECK NUMBERS 172190 - 172312

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
06/21/2016	AP	172190	0657	14-B DISTRICT COURT	500.00
06/21/2016	AP	172191	0657	14-B DISTRICT COURT	300.00
06/21/2016	AP	172192	0657	14-B DISTRICT COURT	480.00
06/21/2016	AP	172193	2937	A & R TOTAL CONSTRUCTION, INC.	202.10
06/21/2016	AP	172194	0001	A.F. SMITH ELECTRIC	1,051.81
06/21/2016	AP	172195	11339	ACCUSHRED LLC	115.00
06/21/2016	AP	172196	0468	ACUSHNET COMPANY	86.41
06/21/2016	AP	172197	15493	ADAM KURTINAITIS	840.00
06/21/2016	AP	172198	4709	ALLEGRA PRINTING AND IMAGING	398.00
06/21/2016	AP	172199	0560	ALLGRAPHICS CORPORATION	28.10
06/21/2016	AP	172200	0397	ALLIE BROTHERS, INC.	975.00
06/21/2016	AP	172201	0017	ANN ARBOR CLEANING SUPPLY	966.13
06/21/2016	AP	172202	6748	ANN ARBOR NEWS	161.20
06/21/2016	AP	172203	1990	ANNETTE GONTARSKI	440.72
06/21/2016	AP	172204	0215	AUTO VALUE YPSILANTI	193.65
06/21/2016	AP	172205	B. UDEH	BASIL UDEH	69.00
06/21/2016	AP	172206	6345	BELLE TIRE	166.50
06/21/2016	AP	172207	0071	BRENDA STUMBO	172.79
06/21/2016	AP	172208	C. DRUMMER	CALEB DRUMMER	24.00
06/21/2016	AP	172209	C. HALE	CALEB HALE	60.00
06/21/2016	AP	172210	C. LEIDLIN	CARSON LEIDLIN	12.00
06/21/2016	AP	172211	15452	COLD CUT KRUISE	53.70
06/21/2016	AP	172212	0102	COLMAN-WOLF SANITARY SUPPLY CO	156.66
06/21/2016	AP	172213	0582	CONGDON'S	19.99
06/21/2016	AP	172214	16157	COOPER WEST	26.00
06/21/2016	AP	172215	COURT INN	COURT INNOVATIONS INC	1,040.00
06/21/2016	AP	172216	DANI S	DANI'S TRANSPORT	2,000.00
06/21/2016	AP	172217	DAWN FARM	DAWN FARM	1,633.50
06/21/2016	AP	172218	4865	DC HYDRAULICS INC.	373.70
06/21/2016	AP	172219	DCS	DEBORAH'S CATERING SERVICES	720.00
06/21/2016	AP	172220	DRC	DISPUTE RESOLUTION CENTER	1,250.00
06/21/2016	AP	172221	D. HAWLEY	DREW HAWLEY	13.00
06/21/2016	AP	172222	6515	EMERGENCY MEDICAL PRODUCTS	648.96
06/21/2016	AP	172223	2898	EMERGENT HEALTH PARTNERS	5,956.15
06/21/2016	AP	172224	16060	ERIC COPELAND	64.98
06/21/2016	AP	172225	0135	FORMS TRAC, ENTERPRISES	244.25
06/21/2016	AP	172226	15897	GARY STAFFORD	20.00
06/21/2016	AP	172227	GOOGLE INC	GOOGLE INC	1,500.00
06/21/2016	AP	172228	GWORXS	GOOSEWORKS, LLC	625.00
06/21/2016	AP	172229	1233	GORDON FOOD SERVICE INC.	2,906.19
06/21/2016	AP	172230	6161	GOVERNMENTAL CONSULTANT	2,850.00
06/21/2016	AP	172231	0107	GRAINGER	629.16
06/21/2016	AP	172232	0503	HOME DEPOT	265.77
06/21/2016	AP	172233	HNV	HOME OF NEW VISION	38,801.17
06/21/2016	AP	172234	0500	HORNUNG'S	426.12
06/21/2016	AP	172235	J. ROSEMAN	JEFFREY ROSEMAN	13.00
06/21/2016	AP	172236	15972	JESSE HILDEBRANDT	40.00
06/21/2016	AP	172237	5578	JOEL ROBERTS	1,258.80
06/21/2016	AP	172238	JOSMITH	JOSEPH SMITH	33.00
06/21/2016	AP	172239	K. KUMPELI	KADEN KUMPELIS	33.00
06/21/2016	AP	172240	6280	KAREN LOVEJOY ROE	161.04
06/21/2016	AP	172241	K. FERELL	KENNETH FERRELL JR.	42.00
06/21/2016	AP	172242	K. LAWSON	KEVIN LAWSON	18.00
06/21/2016	AP	172243	LLS	LANGUAGE LINE SERVICES	158.51
06/21/2016	AP	172244	LCI	LEO'S CONEY ISLAND	268.47
06/21/2016	AP	172245	6550	LOOKING GOOD LAWNS	2,936.00
06/21/2016	AP	172246	6467	LOWE'S	237.92
06/21/2016	AP	172247	0236	MADCPO	25.00
06/21/2016	AP	172248	M. DRUMMER	MARCUS DRUMMER	30.00
06/21/2016	AP	172249	0158	MARK HAMILTON	1,500.00
06/21/2016	AP	172250	2521	MAX-VIEW WINDOW WASHING, INC.	700.00
06/21/2016	AP	172251	0253	MCLAIN AND WINTERS	99,273.86
06/21/2016	AP	172252	15143	MICHAEL GATTI	216.00
06/21/2016	AP	172253	SEMEYN.	MICHAEL SEMEYN	13.00
06/21/2016	AP	172254	M. SMITH	MICHAEL SMITH	54.00
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06/21/2016	AP	172256	16461	MICHIGAN LINEN SERVICE, INC.	1,299.27
06/21/2016	AP	172257	6057	MICHIGAN RECREATION & PARK	675.00
06/21/2016	AP	172258	SEMEYN	MITCHEL SEMEYN	13.00
06/21/2016	AP	172259	MR. BUBBLE	MR. BUBBLE'S AUTO SPA	120.00
06/21/2016	AP	172260	2986	NAPA AUTO PARTS*	60.48
06/21/2016	AP	172261	N. HAWLEY	NATE HAWLEY	30.00
06/21/2016	AP	172262	1608	NATIONAL PEN CORPORATION	387.22
06/21/2016	AP	172263	NETWFLEET	NETWORKFLEET, INC	530.60
06/21/2016	AP	172264	OC	OAKLAND COUNTY	1,863.25
06/21/2016	AP	172265	2997	OFFICE EXPRESS	691.66
06/21/2016	AP	172266	0309	ORCHARD, HILTZ & MCCLIMENT INC	579.00
06/21/2016	AP	172267	15973	PARKER ALLEN	30.00

OFFICE OF THE TREASURER
LARRY J. DOE



MONTHLY TREASURER'S REPORT
MAY 1, 2016 THROUGH MAY 31, 2016

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	3,736,129.50	377,196.28	593,820.85	3,519,504.93
101 - Payroll	117,766.05	756,813.21	743,874.76	130,704.50
101 - Willow Run Escrow	142,447.97	24.13	0.00	142,472.10
206 - Fire Department	1,576,014.87	11,255.01	339,274.48	1,247,995.40
208 - Parks Fund	3,290.53	0.39	308.26	2,982.66
212 - Roads/Bike Path/Rec/General Fund	143,141.59	3,706.72	668.33	146,179.98
225 - Environmental Clean-up	409,634.32	52.69	2,000.00	407,687.01
226 - Environmental Services	2,989,144.10	798.62	187,220.69	2,802,722.03
230 - Recreation	157,092.88	18,739.99	86,026.78	89,806.09
236 - 14-B District Court	262,474.34	133,968.25	97,823.54	298,619.05
244 - Economic Development	67,225.82	8.67	0.00	67,234.49
248 - Rental Inspections	154,567.32	10,554.94	14,800.41	150,321.85
249 - Building Department Fund	572,862.01	66,129.53	31,929.56	607,061.98
250 - LDFA Tax	92,247.92	11.90	0.00	92,259.82
252 - Hydro Station Fund	364,153.34	2,039.86	77,189.00	289,004.20
266 - Law Enforcement Fund	1,619,920.02	575.75	508,179.43	1,112,316.34
280 - State Grants	18,396.42	2.37	0.00	18,398.79
301 - General Obligation	5,170.18	0.66	0.00	5,170.84
397 - Series "B" Cap. Cost of Funds	46,286.62	5.77	1,600.00	44,692.39
398 - LDFA 2006 Bonds	38,215.12	4.93	0.00	38,220.05
498 - Capital Improvement 2006 Bond Fund	337,513.31	57.17	0.00	337,570.48
584 - Green Oaks Golf Course	192,850.24	83,044.44	102,500.66	173,394.02
590 - Compost Site	958,700.39	48,425.72	31,785.81	975,340.30
595 - Motor Pool	309,264.84	34.44	155,986.51	153,312.77
701 - General Tax Collection	90,547.66	3,434.48	8,651.63	85,330.51
703 - Current Tax Collections	8,402,630.42	679,980.17	679,081.83	8,403,528.76
707 - Bonds & Escrow/GreenTop	849,170.52	13,950.86	2,809.00	860,312.38
708 - Fire Withholding Bonds	89,360.88	15.14	0.00	89,376.02
893 - Nuisance Abatement Fund	49,839.77	2,018.41	1,891.14	49,967.04
ABN AMRO Series "B" Debt Red. Cap.Int.	13,355.80	0.00	0.00	13,355.80
GRAND TOTAL	23,809,414.75	2,212,850.50	3,667,422.67	22,354,842.58

SUPERVISOR REPORT

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

CLERK REPORT

THERE IS NO WRITTEN CLERK REPORT

TREASURER REPORT

THERE IS NO WRITTEN TREASURER REPORT

TRUSTEE REPORT

THERE IS NO WRITTEN TRUSTEE REPORT

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #9**

June, 21, 2016

101 - GENERAL OPERATIONS FUND

Total Increase \$3,692.00

Increase budget for PTO payout request over the budgeted 32 hours, 148 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$3,254.00
		Net Revenues	<u><u>\$3,254.00</u></u>

Expenditures:	Salaries pay out -PTO	101-253-000-708.004	\$3,022.00
	FICA	101-253-000-715.000	\$232.00
		Net Expenditures	<u><u>\$3,254.00</u></u>

Increase budget for PTO payout request over the budgeted 32 hours, 148 hours to be paid at 75%. This individual's salary is split into different funds based on the following percentages; 12.5% into Fund 101-371, 12.5% into Fund 248, 25% into Fund 249, 25% into Fund and Department 266-301, 25% into Fund and department 266-304. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$438.00
		Net Revenues	<u><u>\$438.00</u></u>

Expenditures:	Salaries pay out -PTO	101-371-000-708.004	\$407.00
	FICA	101-371-000-715.000	\$31.00
		Net Expenditures	<u><u>\$438.00</u></u>

Approve line item budget transfer between cost center 780 Storm water Management Department and 956 Other Functions Department in order to increase Storm water professional services for Huron Water Shed service and OHM water permit assistance and decrease Other Functions Consultant budgeted lines.

Expenditure: Increase	Professional Services	101-780-000-801.000	\$3,000.00
		Net Revenues	<u><u>\$3,000.00</u></u>

Expenditures: Decrease	Consultant - Community Development	101-956-000-817.371	(\$3,000.00)
		Net Expenditures	<u><u>\$0.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #9**

June, 21, 2016

206 - FIRE FUND

Total Increase \$10,000.00

Increase budget revenue for funds received for selling old fire truck for \$10,000 and increase budget expenditure to replenish Fuel & Oil (funds were moved via line transfer into truck maintained) and into truck maintenance #1. This is funded from the sale of a fixed asset.

Revenues:	Sale of Fixed Assets-Equip	206-000-000-673.002	\$10,000.00
		Net Revenues	<u><u>\$10,000.00</u></u>
Expenditures:	Truck Maintenance Station #1	206-206-000-863.001	\$4,000.00
	Gas & Oil	206-206-000-867.000	\$6,000.00
		Net Expenditures	<u><u>\$10,000.00</u></u>

206 FIRE FUND - BUDGET LINE TRANSFER REQUEST BETWEEN COST CENTERS

A decrease line budget transfer request for fire fighters Permanent wages which has an overage in budget due to the unexpected retirement of 2 individuals and hiring of new fire fighters at a starting rates.

Expenditures: DECREASE	Salary - Permanent Wages	206-206-000-706.000	(\$98,000.00)
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An increase line budget transfer request for legal services preformed for the Civil Service Commission.

Expenditures: INCREASE	Professional Services	206-220-000-801.000	\$45,000.00
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An increase line budget transfer request for 5 sets of protective clothing @ \$3,000 each including boots, helmets, etc. This is for 4 new hires and 1 new lieutenant.

Expenditures: INCREASE	Protective Equipment	206-970-000-979.001	\$15,000.00
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An increase line budget transfer request for the 10% contribution match for the AFG Region Grant for 29 SCBA Harnesses & Air Tanks.

Expenditures: INCREASE	Cap Outlay - Fire Equip FED Grant	206-970-000-979.005	\$18,000.00
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An increase line budget transfer request for the estimated amount of HVAC units (2) replacements at Ford Blvd location; Furnace & A/C units. This will be brought to the Board to request going out for bids to purchase.

Expenditures: INCREASE	Cap Outlay - Improvement	206-970-000-971.008	\$20,000.00
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	Net Expenditures	<u><u>\$0.00</u></u>
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**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #9**

June, 21, 2016

248 - HOUSING & BUSINESS INSPECTION FUND

Total Increase \$438.00

Increase budget for PTO payout request over the budgeted 32 hours, 148 hours to be paid at 75%. This individual's salary is split into different funds based on the following percentages; 12.5% into Fund 101-371, 12.5% into Fund 248, 25% into Fund 249, 25% into Fund and Department 266-301, 25% into Fund and department 266-304. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	248-000-000-699.000	\$438.00
		Net Revenues	<u><u>\$438.00</u></u>
Expenditures:	Salaries pay out -PTO	248-248-000-708.004	\$407.00
	FICA	248-248-000-715.000	\$31.00
		Net Expenditures	<u><u>\$438.00</u></u>

249 - BUILDING DEPARTMENT FUND

Total Increase \$876.00

Increase budget for PTO payout request over the budgeted 32 hours, 148 hours to be paid at 75%. This individual's salary is split into different funds based on the following percentages; 12.5% into Fund 101-371, 12.5% into Fund 248, 25% into Fund 249, 25% into Fund and Department 266-301, 25% into Fund and department 266-304. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	249-000-000-699.000	\$876.00
		Net Revenues	<u><u>\$876.00</u></u>
Expenditures:	Salaries pay out -PTO	249-249-000-708.004	\$813.00
	FICA	249-249-000-715.000	\$63.00
		Net Expenditures	<u><u>\$876.00</u></u>

266 - LAW ENFORCEMENT FUND

Total Increase \$1,752.00

Increase budget for PTO payout request over the budgeted 32 hours, 148 hours to be paid at 75%. This individual's salary is split into different funds based on the following percentages; 12.5% into Fund 101-371, 12.5% into Fund 248, 25% into Fund 249, 25% into Fund and Department 266-301, 25% into Fund and department 266-304. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	266-000-000-699.000	\$1,752.00
		Net Revenues	<u><u>\$1,752.00</u></u>
Expenditures:	Salaries pay out -PTO	266-301-000-708.004	\$813.00
	FICA	266-301-000-715.000	\$63.00
	Salaries pay out -PTO	266-304-000-708.004	\$813.00
	FICA	266-304-000-715.000	\$63.00
		Net Expenditures	<u><u>\$1,752.00</u></u>

Motion to Amend the 2016 Budget (#9):

Move to increase the General Fund budget by \$3,692 to \$8,672,169 and approve the department line item changes as outlined.

Move to increase the Fire Fund by \$10,000 to \$5,261,478 and approve the department line item changes as outlined.

Move to increase the Housing & Business Inspection Fund by \$438 to \$230,217 and approve the department line item changes as outlined.

Move to increase the Building Fund by \$876 to \$458,352 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund by \$1,752 to \$6,811,931 and approve the department line item changes as outlined.

RESOLUTION 2016-16

In Reference to Proposed Ordinance 2016-463

*Amending the Township Code of Ordinances, Chapter 22,
Businesses, to Regulate Outdoor Collection Boxes*

Whereas, the Township has seen a proliferation of collection boxes throughout the Township; and

Whereas, the Ypsilanti Township Code of Ordinances Chapter 26 currently does not contain regulations governing collection boxes; and

Whereas, the Township Board desires to provide regulations and standards for the size, location and upkeep of collection boxes to protect and enhance the health, safety and welfare of its residents; and

Whereas, the Ordinance 2016-463 sets standards for the location, size and maintenance of collection boxes and requires that a permit be issued by the Department of Community Standards before a collection box is placed within the Township; and

Now Therefore,

Be it resolved, that Ordinance No. 2016- 463 is hereby adopted by reference.

**CHARTER TOWNSHIP OF YPSILANTI
ORDINANCE NO. 2016-463**

An Ordinance to Amend the Charter Township of Ypsilanti Code of Ordinances, Chapter 22 Entitled “Businesses” to Regulate Outdoor Collection Boxes in the Township

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

ADD: the following new provisions to Chapter 22 entitled “Businesses”

1. Intent

This Ordinance is intended to safeguard the health, safety and welfare of all persons who use collection boxes within the Ypsilanti Township. The intent of this Collection Boxes Ordinance is to regulate outdoor collection boxes in the Township so that they are clean and safe; establish standards for their size and location so they do not create hazards to pedestrians or vehicular traffic; and to prohibit their location in residential areas.

2. Definitions. The following words, terms and phrases shall have the meanings ascribed to them in this section.

Collection Box means any metal container, receptacle, or similar device that is located on any parcel or lot of record within the Township and that is used for soliciting and collecting the receipt of clothing, household items, or other salvageable personal property. This term does not include recycle bins solely used for the collection of recyclable material, any rubbish or garbage receptacle or any collection box located within an enclosed.

Department means the Office of Community Standards for the Charter Township of Ypsilanti.

Director means the Director of Planning for the Charter Township of Ypsilanti.

Operator means a person who owns, operates or otherwise is in control of collection boxes to solicit collections of salvageable person property.

Permitee means a person over 18 years of age or an entity who is issued a permit authorizing placement of collection box(es) on real property.

Real Property, Property or Land means a lot of record located in the Township of Ypsilanti.

3. Collection Box Permits Required

It shall be unlawful for any person to deposit, store, keep or maintain or to permit to be deposited, stored, kept or maintained a collection box on any real property without first obtaining an annual permit

issued by the Department. A permit is required for each collection box.

4. Application for a Permit.

A. Application for permits required by this ordinance shall be upon forms provided by the Department which shall be signed by an individual who is an officer, director, or member of the entity seeking a permit. An application shall contain the following:

1. If the collection box is used to solicit donations on behalf of a for profit organization, the name, address and email of all partners or limited partners of a partnership applicant, all members of an LLC applicant, all officers and directors of a non-publicly traded corporation applicant, all stockholders owning more than five percent of the stock of a non-publicly traded corporate applicant, and any other person who is financially interested directly in the ownership or operation of the business, including all aliases.
2. If the collection box is used to solicit donations on behalf of a non-profit 501(c)(3) organization, the name, address and email of its headquarters; and proof of the 501(c)(3) status of the charitable organization or a valid registration under the Charitable Organization and Solicitation Act.
3. Whether the applicant has previously received a permit for a collection box in the township or currently operates a collection box.
4. The name, address, email address and telephone number of a contact person accepting responsibility for all matters relating to a collection box located in the Township.
5. Removal agreement: The applicant shall submit a signed removal agreement and cash security, satisfactory to the township attorney, for the removal of collection boxes, any related site improvements and/or code violations. The applicant shall demonstrate that adequate funds will be available to the township for the removal of the collection boxes, restoration of the site and associated administrative costs incurred by the township in the event that the applicant, property owner or their successors fail to remove the collection boxes in a timely manner as required by this article.
6. The physical address of the real property where the collection box is proposed to be located including parcel ID number.
7. A scaled drawing sufficient to illustrate the proposed location of the collection box on the real property, the dimensions of the proposed collection box and that the location complies with the requirements of Section 5 of this ordinance.

8. A nonrefundable application fee to be established by resolution of the Township Board. The Township Board may, from time to time, modify the established fee schedule.

5. Requirements for a Permit.

A. Maintenance Standards. A Permittee shall operate and maintain, or cause to be operated and maintained, all collection boxes located in the Township, as follows:

1. Collections boxes shall be metal or other appropriate material as approved by the director, and shall further be maintained in good condition and appearance with no structural damage, holes or visible rust and shall be free of graffiti;
2. Collection boxes shall be locked or otherwise secured in such a manner that the contents cannot be accessed by anyone other than those responsible for the retrieval of the contents;
3. Collection boxes shall have, at a minimum, 2-inch type visible from the front of each collection box the name, address, email, website and phone number of the operator, and whether the collection box is owned and operated on behalf of a for profit company or non-profit organization. The collection box shall not have information, advertising or logos other than those relating to the Operator, for profit or non-profit organization.
4. Collection boxes shall be serviced and emptied as needed, but at least every seven (7) days.
5. The Permittee and property owner shall maintain, or cause to be maintained, the area surrounding the collection boxes, free from any junk, debris or other material. The property owner shall be responsible to the extent provided by law for the Township's cost to abate any nuisance, in accordance with Section 26-28, "Cause of blight or blighted factors enumerated," of the Township Code.

B. Collection boxes prohibited:

1. Not be permitted on any land zoned or used for residential purposes.
2. Not be permitted, if the applicant does not own the real property designated for the placement of the collection box, unless a notarized affidavit signed by the property owner granting permission for the placement of the proposed collection box is submitted to the Department. For purposes of this subsection, the affidavit and acknowledgement may be executed by an individual who is an officer, director, member or manager of the property owner.

3. Not be permitted on any unimproved parcel, nor where the principal use of the land has been closed or unoccupied for more than thirty (30) days.
4. Not be less than 1,000 feet from another collection box as measured along a straight line from one box to the other. Notwithstanding this separation requirement, up to two (2) collection boxes on a single lot of record are permitted if the two (2) collection boxes are side by side and are no more than one foot apart.
5. Not exceed 7.0 feet in height, 6.0 feet in width and 6.0 feet in dept.
6. Not cause a visual obstruction to vehicular or pedestrian traffic.
7. Maintain all applicable yard setbacks for the district in which the box is located as prescribed within Article XX of the township zoning ordinance.
8. Not be placed closer than 10 feet from: i) a public or private sidewalk; ii) a public right-of-way; iii) a driveway; or iv) a side or rear property line of adjacent property used for residential purposes.
9. Not cause safety hazards with regard to a designated fire lane or building exit.
10. Not interfere with an access drive, off-street parking lot maneuvering land and/or required off-street parking space to an extent which would cause safety hazards and/or unnecessary inconvenience to vehicular or pedestrian traffic; encroach upon an access drive, fire lane, off-street parking lot maneuvering lane and/or required off-street parking space as illustrated on the approved site plan.
11. Be placed on a level, hard (asphalt or concrete) paved, dust-free surface.

6. Permit issuance or denial; appeal of denial.

A. Upon receipt of the application for a license, the Department shall forward the same to the Director or his designated representative for a review of the same. Upon receipt by the Director or his designated representative, the Director or designated representative shall cause an investigation to ensure that the applicant meets all requirements set forth in Sections 4 and 5. After such investigation, the Director or his designated representative shall notify the Department whether the application is complete and whether the applicant meets the requirements of Sections 4 and 5.

B. A permit may be denied for the following reasons:

1. An applicant had a permit revoked under this ordinance within the last year.

2. The applicant does not fulfill the requirements of Section 4.

3. An applicant that does not fulfill the requirements of Section 5.

4. An applicant who materially misrepresents any facts or statement on the permit application.

5. No license shall be issued to any applicant until such applicant shall have obtained the age of 18 years.

C. Any person whose permit application has been denied shall have the right to petition the board of trustees of the township for an appeal. A written request for an appeal must be filed with the Clerk's office within 14 days after notice of the denial has been mailed to the applicant's last known address. A written statement setting forth the grounds for the appeal must be included with the written request for an appeal. The township board shall grant a public hearing on this appeal, and the applicant shall have the right to appear and present evidence on his behalf. Following such hearing, the board shall submit to the applicant a written statement of its findings and determinations. The board's determination shall be based upon whether the Department's refusal to issue a permit pursuant to Section 6 was supported by competent, material and substantial evidence.

7. Term of Permit and Renewal of Permit.

A. Each permit issued pursuant to this Ordinance shall expire on midnight October 31 of each year, unless previously terminated pursuant to this article.

B. A collection box permit shall be renewed annually. The application for renewal must be filed not later than forty (45) days before the permit expires. The application for renewal shall be upon a form provided by the Director.

C. The Director shall either approve or deny the renewal of a permit after receipt of a complete renewal application and payment of the renewal fee.

D. A permit renewal fee set by resolution of the Township Board shall be submitted with the application for renewal.

E. Prior to expiration of the permit, the Permittee may voluntarily cancel the permit by notifying the Director in writing of the intent to cancel the permit. The permit shall become void upon the Director's receipt of a written notice of intent to cancel the permit.

F. The Director shall approve the renewal of a permit if the Director finds that at the time of submission of the application for renewal, or at any time during the renewal application process, there were not circumstances inconsistent with any finding required for approval of a new permit. Any Permittee whose permit has been

revoked shall be denied renewal of the permit for the subsequent year.

G. If the permit expires and is not renewed, the collection box(es) must be removed from the real property within a maximum of ten (10) days after expiration of the permit.

8. Transfer not permitted.

No permit issued under the provisions of this article shall be transferred, assigned or conveyed to another person or legal entity.

9. Revocation of Permit, Removal of Collection Boxes and Liability.

A. The Director shall have the right to revoke any permit issued hereunder for a violation of this article. Any of the grounds upon which the Director may refuse to issue an initial permit shall also constitute grounds for such revocation. In addition, the failure of the Permittee to comply with the provisions of this Ordinance or other provisions of this code or other law shall also constitute grounds for revocation of the permit. The Director shall provide written notification to the Permittee and property owner via first class mail, email or in person stating the specific grounds for a revocation and a demand for correction and abatement. The notice shall allow a maximum of seven (7) days from mailing of the notice to correct or abate the violation. Upon failure to make the correction or abatement, the permit may be revoked by the Director and, thereafter, the Permittee shall not be eligible for a permit on the property for the subsequent year.

B. Upon revocation, the collection box shall be removed from the real property within ten (10) days and, if not so removed within the time period, the Township may remove, store or dispose of the collection box at the expense of the Permittee and/or real property owner. Any such boxes that are not claimed within thirty (30) days shall be destroyed. All costs associated with the removal, storage or disposal of the collection box incurred by the Township, or the Township's contractor, shall be the responsibility of the property owner. If such obligation is not paid within thirty (30) days after mailing of a billing of costs to the property owner, the Township may place a lien upon such real property enforceable as a tax lien in the manner prescribed by the general laws of this state against the property and collected as in the case of general property tax. If the same is not paid prior to the preparation of the next assessment roll of the Township, the amount shall be assessed as a special tax against such premises on the next assessment roll and collected thereunder.

C. A permit for a collection box may be revoked if any governmental authority or agency determines that the collection box has violated the Michigan Consumer Protection Act and/or the Charitable Organizations and Solicitations Act.

10. Appeal to Township Board of Trustees.

Any person aggrieved by the decision rendered by the Director in revoking a permit issued under this article may appeal the decision to the Township Board of Trustees. This appeal shall be made by filing a written notice thereof with the Township Clerk's Office setting for the grounds for the appeal not later than fourteen (14) days after notice of the decision of the Director has been mailed to the permit holder at its last known address. The Township Board may grant relief if the person presents competent, material and substantial evidence that there was an error in the decision of the Director. Following the hearing, the Township Board shall submit a written statement of its findings and determinations.

11. Penalty and Remedies.

A. In addition to revocation of permit pursuant to Section 9 of this Ordinance, any person in violation of the provisions of this article is guilty of a civil infraction.

B. In addition to the penalty provided in subsection (A) of this section, any condition caused or permitted to exist in violation of the provisions of this Ordinance, or any ordinance of the Township, shall be deemed a new and separate offense for each day that such condition continues to exist.

C. Nothing in this Ordinance shall prevent the Township from pursuing any other remedy provided by law in conjunction with or in lieu of prosecuting persons under this section for violation of this article.

D. The real property owner and Permittee shall be jointly and severally liable for each violation and for payment of any fine and costs of abatement.

E. All collection boxes existing at the effective date of the ordinance shall apply for a permit as required herein within thirty (30) days of the effective date. Any collection boxes not in compliance with this article after sixty (60) days of the effective date shall be subject to all remedies for violation as provided herein.

Severability

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

Effective Date and Repeal of Conflicting Ordinances

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

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

RESOLUTION 2016-19

*Resolution Accepting Ownership and Maintenance Responsibility
for Wayfinding Signs Installed by
Washtenaw County Convention and Visitors Bureau*

Whereas, Township Board of the Charter Township of Ypsilanti recognizes that wayfinding signs increase tourism by providing visual clues to help visitors find community destinations and recreational areas, that the signs will increase private investment in the Township by conveying a sense of prosperity, influencing people's decisions to live and work in the Township, and that the signs will help our local businesses increase sales by helping visitors find retail districts and parking; and

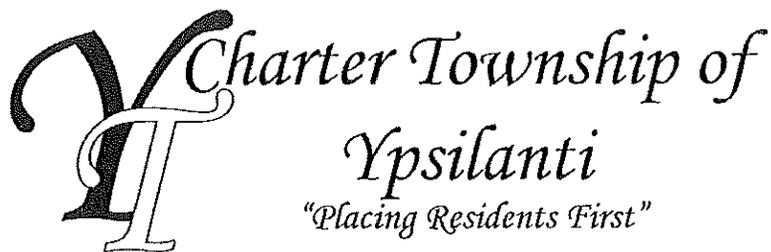
Whereas, the Washtenaw County Convention and Visitors Bureau (WCCVB) is entering into a contract with a qualified bidder to provide and install wayfinding signs in the Township at the WCCVB's expense; and

Whereas, the WCCVB has requested that the Township take ownership and maintenance responsibility for the wayfinding signs upon installation;

Now therefore be it resolved, that the Township shall accept title to, and maintenance responsibility for, the wayfinding signs installed within its jurisdictional limits by the Washtenaw County Convention and Visitors Bureau;

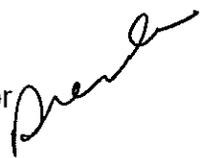
Be it further resolved, that the Supervisor is authorized to send a letter to WCCVB confirming the Township's agreement to accept ownership and maintenance responsibility for the wayfinding signs installed in the Township, and to sign and accept delivery of documents on behalf of the Township that are necessary to transfer ownership of the wayfinding signs to the Township, all in a form approved by the Township Attorney.

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



Supervisor's Office

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

TO: Karen Lovejoy Roe, Clerk
FROM: Brenda L. Stumbo, Supervisor 
DATE: May 10, 2016
RE: Request to authorize accepting ownership of wayfinding signs within Ypsilanti Township and agreeing to maintain signs

Please place the following item on the May 17, 2016 Township Board agenda:

1. Request to authorize accepting ownership of wayfinding signs within Ypsilanti Township and agreeing to maintain signs

A representative from the Washtenaw Convention & Visitors Bureau will be in attendance to provide information and answer questions.

tk

cc: Township Board
Washtenaw Convention & Visitors Bureau

RESOLUTION NO. 2016-20

CHARTER TOWNSHIP OF YPSILANTI TEMPORARY ROAD CLOSURE

Resolution authorizing the temporary road closure of Hunter Avenue from Pageant Avenue to Laurel Avenue on Saturday, August 20, 2016, from 1:00pm. to 9:00pm. for the "Holmes Rd. Neighborhood Block Party"

WHEREAS, the Township of Ypsilanti has approved the temporary closure of Hunter Avenue from Pageant Avenue to Laurel Avenue as indicated; and

Whereas, the certificate of insurance is in the name of Charter Township of Ypsilanti issued by the Michigan Municipal League and paid for by the Washtenaw County Sheriff's Department; and

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

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

**Washtenaw County Road Commission
Permit Engineering Section
555 N. Zeeb Road
Ann Arbor, MI 48103
(734) 761-1500 Phone
(734) 761-3737 Fax**

APPLICATION FOR MISCELLANEOUS USE OF RIGHT-OF-WAY PERMIT

Date of Application 6/15/2016

Application # 12706

APPLICANT/ PROPERTY OWNER

CONTRACTOR

Habitat for Humanity of Huron Valley

Address 170 Aprill Drive Suite A

Address _____

City Ann Arbor State MI Zip 48103

City _____ State _____ Zip _____

Contact Person Sarah Teare

Contact Person _____

Telephone 734-882-2013 Fax 734-677-1572

Telephone _____ Fax _____

Email: steare@h4h.org

Email: _____

Site Location Hunter Avenue Between Pageant Avenue And Laurel Avenue

Township Ypsilanti Side of Road N S W E Tax ID Number _____

Type of Work: Grading/Drainage Soil Borings Surveying Monitoring Well

Road Closure/Parade Banner/Decorations Tree within r-o-w INSTALLATION

Tree within r-o-w REMOVAL/REPLACEMENT

Provide a description of the type of proposed work, supplemental to detailed sketching.

Neighborhood residents are planning to host a block part on August 20, 2016 from 3PM to 8PM. Road closure would be needed on August 20, 2016 from 1PM to 9PM

for set-up & clean-up. Habitat for Humanity is co-sponsoring this event with the residents. Attached is a map of the area in need of closure with proposed detour routes.

ROAD COMMISSION USE

Permit	\$	Receipt #	Cash Deposit OR	\$	Receipt #
Inspection	\$		LOC OR	\$	LOC #
Advanced Account #			Surety Bond	\$	Surety #
Other	\$	Receipt #	Other	\$	Receipt #

Comments: _____

Inspector Signature _____ Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/13/2016

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

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

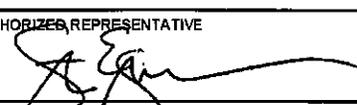
PRODUCER Lockton Affinity, LLC P.O. Box 873401 Kansas City, MO 64187-3401	CONTACT NAME: Lockton Affinity, LLC PHONE (A/C, No, Ext): 888-553-9002 E-MAIL ADDRESS: FAX (A/C, No): 913-652-3967													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Ace American Insurance Co.</td> <td>22667</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ace American Insurance Co.	22667	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Habitat for Humanity of Huron Valley 170 Aprill Dr Ste A Ann Arbor, MI 48103														

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GL1065024-16	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Board of Washtenaw County Road Commissioners, The Washtenaw County Road Commission, and their officers, agents and employees are named as additional insured parties in regards to General Liability.

CERTIFICATE HOLDER Washtenaw County Road Commission 555 N. Zeeb Road Ann Arbor, MI 48103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
----------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

RESOLUTION 2016-21
APPROVING AMENDED AND RESTATED CONTRACT
AND AUTHORIZING REVISED NOTICE
(Tyler Pond Trestle Replacement
Not to Exceed \$4,000,000)

Charter Township of Ypsilanti
County of Washtenaw, State of Michigan

Minutes of a regular meeting of the Township Board (the “Governing Body”) of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the “Local Unit”), held on the 21st day of June, 2016, at 7:00 p.m., prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolutions were offered by Member _____ and supported by Member _____:

WHEREAS, on April 21, 2015, the Governing Body adopted a Resolution Approving Contract and Authorizing Notice (the “April Resolution”), approving an SRF Contract (the “Contract”) between the Local Unit and the Ypsilanti Community Utilities Authority (the “Authority”) providing for the Authority to issue its bonds (the “Bonds”) on behalf of the Local Unit to provide for the financing of the Local Unit’s share of the cost of the acquisition, construction and installation of certain wastewater system improvements, consisting of the construction of a new bridge over Tyler Pond to replace two existing timber trestles that carry gravity sewers and force main pipes, to serve the Local Unit (the “Improvements”); and

WHEREAS, the April Resolution further authorized the publication of a Notice of Intent to Execute Tax-Supported Contract and of Right to Petition for Referendum Thereon, which provided that the Authority would issue the Bonds in an amount not to exceed One Million Eight Hundred Thousand Dollars (\$1,800,000) to finance the cost of the Improvements; and

WHEREAS, the Governing Body has been advised that the estimated cost of the Improvements has increased; and

WHEREAS, an Amended and Restated SRF Contract (the “Amended and Restated Contract”) has been prepared to reflect the revised cost of the Improvements; and

WHEREAS, it is necessary to approve the Amended and Restated Contract and publish a revised notice to increase the amount of Bonds to be issued to finance the Improvements.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Approval of Amended and Restated Contract; Effectiveness. The Amended and Restated Contract is hereby approved and the Supervisor and the Clerk of the Local Unit are hereby authorized and directed to execute and deliver the Amended and Restated Contract for and on behalf of the Local Unit; provided, however, that the Amended and Restated Contract shall not become effective until the expiration of forty-five (45) days after the publication of the attached notice as a display advertisement of at least ¼ page in size in *Washtenaw Now*, a newspaper of general circulation within the Local Unit, which manner of publication is deemed by the Governing Body to be the most effective manner of informing the taxpayers and electors of the Local Unit of the details of the proposed Amended and Restated Contract and the rights and referendum thereunder.

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

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

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on June 21, 2016, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Township Clerk

NOTICE OF INTENT TO EXECUTE
TAX-SUPPORTED CONTRACT AND OF RIGHT TO
PETITION FOR REFERENDUM THEREON

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

PLEASE TAKE NOTICE, the Charter Township of Ypsilanti (the "Local Unit") has approved by resolution the execution of an amended and restated contract (the "Contract") with the Ypsilanti Community Utilities Authority (the "Authority") pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which Contract provides, among other things, that the Authority will acquire and construct certain wastewater system improvements, consisting of the construction of a new bridge over Tyler Pond to replace two existing timber trestles that carry gravity sewers and force main pipes, to serve the Local Unit (the "Improvements"), and will issue its bonds in the principal amount not to exceed \$4,000,000 to finance the cost of the acquisition and construction of such Improvements for the Local Unit AND THE LOCAL UNIT WILL PAY TO THE AUTHORITY PURSUANT TO THE CONTRACT THE SUMS NECESSARY TO RETIRE THE PRINCIPAL OF AND INTEREST ON SAID BONDS. On April 23, 2015, the Local Unit published a notice of its intent to execute a contract with the Ypsilanti Community Utilities Authority providing for the Authority to issue its bonds in a principal amount not to exceed \$1,800,000 to finance the cost of the Improvements. This notice is being published to revise the maximum amount of bonds to be issued for the Improvements.

LOCAL UNIT'S CONTRACT OBLIGATIONS

It is presently contemplated that the bonds will be issued in the principal amount of not to exceed \$4,000,000, will mature serially over a period of not to exceed twenty-five (25) years from the date of issuance of the bonds, and will bear interest at the rate or rates to be determined at the time of sale to the Michigan Finance Authority but in no event to exceed two and one-half percent (2.50%) per annum on the balance of the bonds from time to time remaining unpaid. The Contract includes the Local Unit's pledge of its limited tax full faith and credit for the prompt and timely payment of the Local Unit's obligations as expressed in the Contract. THE LOCAL UNIT WILL BE REQUIRED TO LEVY AD VALOREM TAXES WITHIN APPLICABLE CONSTITUTIONAL AND STATUTORY TAX LIMITATIONS ON ALL TAXABLE PROPERTY WITHIN THE LOCAL UNIT TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE. IT IS THE PRESENT INTENT OF THE LOCAL UNIT TO USE THE REVENUES FROM THE TOWNSHIP DIVISION OF THE AUTHORITY'S SYSTEM TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS.

RIGHT OF REFERENDUM

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

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

Karen Lovejoy Roe
Clerk
Charter Township of Ypsilanti

26809779.1\099369-00039

AMENDED AND RESTATED SRF CONTRACT

THIS AMENDED AND RESTATED SRF CONTRACT, dated as of August 1, 2016, by and between the YPSILANTI COMMUNITY UTILITIES AUTHORITY, a municipal authority and public body corporate of the State of Michigan (hereinafter referred to as the “Authority”), and the CHARTER TOWNSHIP OF YPSILANTI (hereinafter referred to as the “Local Unit”) located in the County of Washtenaw, Michigan.

WITNESSETH:

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

WHEREAS, it is immediately necessary and imperative for the public health and welfare of the present and future residents of the Local Unit to acquire and construct certain wastewater system improvements in the Local Unit, consisting of the construction of a new bridge over Tyler Pond to replace two existing timber trestles that carry gravity sewers and force main piper, to serve the Local Unit; and

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

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

WHEREAS, a certain SRF Contract dated as of August 1, 2015, by and between the Authority and the Township (the “Original Contract”), provided an estimate of cost for said improvements in an amount not to exceed \$1,800,000; and

WHEREAS, plans and a revised estimate of cost of said improvements have been prepared by the Authority’s consulting engineers (the “Consulting Engineers”), which said estimate of cost totals not to exceed \$4,000,000; and

WHEREAS, the Authority and the Local Unit have determined that it is necessary and desirable to amend and restate the Original Contract to provide for the financing of the cost of said improvements in the revised amount of not to exceed \$4,000,000; and

WHEREAS, the Local Unit has approved and authorized the execution of this Amended and Restated SRF Contract (hereinafter referred to as the “Contract”) by resolution of its governing body; and

WHEREAS, this Contract will become effective for the Local Unit upon expiration of a period of forty-five (45) days following publication by the Local Unit of its notice of intention, such notice reflecting the revised cost, without filing of a petition for referendum on the question

of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of the Local Unit.

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

SECTION 1. Approval of Improvements. The Authority and the Local Unit again approve the establishment of wastewater system improvements in the Local Unit under the provisions of Act 233, consisting of the construction of a new bridge over Tyler Pond to replace two existing timber trestles that carry gravity sewers and force main piper, to serve the Local Unit, as set forth in the plans prepared by the Consulting Engineers.

SECTION 2. Designation of System. The system referred to in Section 1 above is hereby designated as YPSILANTI COMMUNITY UTILITIES AUTHORITY WASTEWATER SYSTEM (Charter Township of Ypsilanti) (hereinafter sometimes referred to in this Contract as the "System").

SECTION 3. Local Unit Consent to Use of Public Rights of Way. The Local Unit hereby consents to the use by the Authority and any parties contracting with the Authority of the public streets, alleys, lands and rights-of-way in such Local Unit for the purpose of constructing, operating and maintaining the System and any improvements, enlargements and extensions thereto.

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

SECTION 5. Approval of Plans and Cost Estimate. The Authority and the Local Unit hereby approve and confirm the plans for the System prepared by the Consulting Engineers and the total estimated cost thereof of not to exceed the sum of \$4,000,000 and the Local Unit's share thereof of not to exceed \$4,000,000. Said cost estimate includes all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the System, the acquisition of all materials, machinery and necessary equipment, and all engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the System and the financing thereof.

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

pledged under the terms of this Contract to the payment of such bonds.

SECTION 7. Acquisition and Construction of System by Authority; Local Unit Payment. The System shall be acquired and constructed by the Authority substantially in accordance with the plans and specifications therefor approved by this Contract. All matters relating to engineering plans and specifications, together with the making and letting of final construction contracts, the approval of work and materials thereunder, and construction supervision, shall be in the control of the Authority. All acquisition of sites and rights-of-way shall be done by the Authority. The Local Unit's share of the costs of such acquisition shall be paid from bond proceeds and, in addition any costs incurred by the Local Unit in connection with the acquisition or construction of the System, including engineering expenses, shall be promptly reimbursed to the Local Unit by the Authority from the proceeds of Authority bonds as described in Section 9 hereof.

SECTION 8. System Operation by Authority; Local Unit Benefit. The System shall be retained, maintained and operated by the Authority. The parties hereto agree that the System shall be acquired, constructed, operated, administered and maintained for the sole use and benefit of the Local Unit and its users.

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

(a) Immediately after execution hereof, the Authority will promptly take steps to adopt a resolution providing for the issuance of its bonds, in one or more series, in the aggregate principal amount of not to exceed \$4,000,000 (except as otherwise authorized pursuant to Section 16 of this Contract) to finance the cost of the System. Said bonds shall mature serially, as authorized by law, and shall be secured by the contractual obligations of the Local Unit in this Contract. After due adoption of the resolution, the Authority will take all necessary legal procedures and steps necessary to effectuate the sale and delivery of said bonds to the Michigan Finance Authority.

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

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

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

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

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

The cost of the System to be financed with the issuance of one or more series of bonds of the Authority (\$4,000,000) shall be paid by the Local Unit to the Authority in annual installments (corresponding to principal payments on each series of the bonds on the next April 1st of each year) on March 15 of each year in such amounts as determined at the time of sale to the Michigan Finance Authority.

It is understood and agreed that the bonds of the Authority hereinbefore referred to will be issued in anticipation of the above contractual obligation, with principal installments on October 1 of each year, commencing with the year 2018, or such other year as determined at the time the bonds are sold to the Michigan Finance Authority, corresponding to the principal amount of the above installments, and the Local Unit shall also pay to the Authority in addition to said principal installments, on March 15 and September 15 of each year, commencing on March 15, 2017, as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest, not to exceed two and one-half percent (2.50%) per annum, due on the next succeeding interest payment date (April 1 and October 1, respectively), on the installment portions of said bonds of the Authority from time to time outstanding. From time to time as other costs and expenses accrue to the Authority from handling of the payments made by the Local Unit, or from other actions taken in connection with the System, the Authority shall notify the Local Unit of the amount of such fees and other costs and expenses, and the Local Unit shall, within thirty (30) days from such notification, remit to the Authority sufficient funds to meet such fees and other costs and expenses. The principal payment date may be adjusted to April 1 at the time the bonds are sold to the Michigan Finance Authority but shall be payable in not more than twenty annual installments.

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

The Authority shall, within thirty (30) days after the delivery of the bonds of the Authority hereinbefore referred to, furnish the Local Unit with a complete schedule of installments of principal and interest thereon, and the Authority shall also (a) at least sixty (60) days prior to January 1 of each year, commencing in 2017, advise the Local Unit, in writing, of the exact amount

of principal and interest installments due on the Authority bonds on the next succeeding April 1, and payable by the Local Unit on March 15, as hereinbefore provided, and the exact amount of interest installment due on the bonds of the Authority on the next succeeding October 1, and payable by the Local Unit on September 15, as hereinbefore provided.

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

SECTION 11. Local Unit Limited Tax Full Faith and Credit Pledge. The Local Unit, pursuant to the authorization contained in Act 233, hereby irrevocably pledges its limited tax full faith and credit for the prompt and timely payment of its obligations pledged for bond payments as expressed in this Contract, and shall each year, commencing with the fiscal year commencing January 1, 2017, set aside sufficient general fund moneys to make the payments, and, if necessary, levy an ad valorem tax on all the taxable property in the Local Unit, subject to applicable constitutional and statutory tax rate limitations, in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Contract becoming due before the time of the following year's tax collections. Nothing herein contained shall be construed to prevent the Local Unit from using any, or any combination of, means and methods provided in Section 7 of Act 233, as now or hereafter amended, including revenues derived from user charges or special assessments, for the purpose of providing funds to meet its obligations under this Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

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

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

SECTION 14. Payment Default by Local Unit; Withholding of State Payments. In the event the Local Unit shall fail for any reason to pay to the Authority at the times specified the amounts required to be paid by the provisions of this Contract, the Authority shall immediately give notice of such default and the amount thereof, in writing, to the Treasurer of such Local Unit, the Treasurer of the County of Washtenaw, the Treasurer of the State of Michigan, and such other officials charged with disbursement to the Local Unit of funds returned by the State and now or hereafter under Act 233 available for pledge, as provided in this paragraph and in Section 12a of Act 233, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to such Local Unit of the aforesaid funds, is, by these presents, specifically authorized by the Local Unit, to the extent

permitted by law, to withhold from the aforesaid funds the maximum amount necessary to cure said deficit and to pay said sums so withheld to the Authority, to apply on the obligations of the Local Unit as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the Local Unit within the meaning of the Michigan Constitution and statutes, the purpose of this provision being voluntarily to pledge and authorize the use of said funds owing to the Local Unit to meet any past-due obligations of such Local Unit due under the provisions of this Contract. In addition to the foregoing, the Authority shall have all other rights and remedies provided by law to enforce the obligations of the Local Unit to make its payments in the manner and at the times required by this Contract, including the right of the Authority to direct the Local Unit to make a tax levy to reimburse the Authority for any funds advanced.

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

SECTION 16. Additional Bonds. If the proceeds of the sale of the bonds to be issued by the Authority are for any reason insufficient to complete the Local Unit's share of the cost of the System, the Authority shall automatically be authorized to issue additional bonds in an aggregate principal amount sufficient to pay the Local Unit's share of completing the System and to increase the annual payments required to be made by the Local Unit in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the bonds herein authorized plus the additional bonds to be issued. It is expressly agreed between the parties hereto that the Authority shall issue bonds pursuant to this Contract and the Local Unit shall be committed to retire such amount of bonds as may be necessary to pay the Local Unit's share of the costs of the System whether or not in excess of those presently estimated herein. Any such additional bonds shall comply with the requirements of Act 233 and any increase in the annual payments shall be made in the manner and at the times specified in this Contract. In lieu of such additional bonds, the Local Unit may pay over to the Authority, in cash, sufficient moneys to complete the Local Unit's share of the System.

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

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

SECTION 19. Bondholders' Rights. The Authority and the Local Unit each recognize that the owners from time to time of the bonds issued by the Authority under the provisions of Act 233 to finance the cost of the System will have contractual rights in this Contract, and it is, therefore, covenanted and agreed by the Authority and the Local Unit that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the bonds or the prompt payment of principal or interest thereon. The Local Unit and the Authority each further covenant and agree that each will comply with its respective duties and obligations under the terms of this Contract promptly at the times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this Contract insofar as they pertain to the security of any such bonds shall be deemed to be for the benefit of the owners of said bonds.

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

SECTION 21. Indemnification. The parties hereto hereby expressly agree that the Authority shall not be liable for and the Local Unit shall pay, indemnify and save the Authority harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages and losses of every conceivable kind whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the ownership, acquisition, construction, operation, maintenance and repair of the System, this Contract, or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the Authority be held harmless by the Local Unit from liability for such claims, actions, demands, expenses, damages and losses, however caused or however arising, including, but not limited to, to the extent not prohibited by law, such claims, actions, demands, expenses, damages and losses even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the Authority or by negligence for which the Authority may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the Local Unit will also pay, indemnify and save the Authority harmless from and against all costs, reasonable attorneys' fees and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands, or any of them, in the event it is determined that there is any liability on the part of the Authority. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the Authority on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the Authority has not paid the same, the Local Unit shall be obligated to pay to the Authority, upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the Authority by reason of any such claims or demands, whether said claims or demands are groundless or not, the Local Unit shall, upon written notice and demand from the Authority, but

will not, without written consent of the Authority, settle any such action in the proceeding. Notwithstanding the foregoing, nothing contained in this Section shall be construed to indemnify or release the Authority against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the Authority's employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the System, this Contract or the issuance, sale or delivery of the bonds herein described.

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

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

SECTION 24. Downward Adjustment of Bond Amount. In the event construction bids are received by the Authority pursuant to Section 9 hereof and such bids are below the Consulting Engineers' estimates thus necessitating a smaller amount of Bonds for the Local Unit's share to be issued than \$4,000,000, the Director of the Authority and the Treasurer of the Local Unit are each authorized on behalf of the Authority and the Local Unit, respectively, to agree to a revised principal amount of the Bonds and a revised maturity schedule and to approve the same as an addendum to this Contract. If a lower amount of Bonds is required and if such lower amount and revised maturity schedule is agreed to and approved by the Director of the Authority and the Treasurer, respectively, this Contract shall be construed as referring to the reduced principal amount of said Bonds and the revised maturity schedule therefor.

[Remainder of page intentionally left blank.]

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

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

In the presence of:

YPSILANTI COMMUNITY UTILITIES
AUTHORITY

By: _____
Chair

By: _____
Secretary

In the presence of:

CHARTER TOWNSHIP OF
YPSILANTI

By: _____
Supervisor

By: _____
Township Clerk

26810848.1\099369-00039

RESOLUTION 2016-22
APPROVING CONTRACT
AND AUTHORIZING NOTICE
Improvements to Effluent Pump Station
(Not to Exceed \$2,250,000)

Charter Township of Ypsilanti
County of Washtenaw, State of Michigan

Minutes of a regular meeting of the Township Board (the "Governing Body") of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the "Township"), held on the 21st day of June, 2016, at 7:00 p.m., prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolutions were offered by Member _____ and supported by Member _____:

WHEREAS, it is necessary to acquire and construct certain wastewater system improvements, consisting of improvements to the effluent pump station, together with all necessary appurtenances and attachments thereto (the "Project"), to serve the Township and the City of Ypsilanti (the "City"); and

WHEREAS, a contract (the "Contract") has been prepared among the Township, the City and the Ypsilanti Community Utilities Authority (the "Authority") whereby the Authority will issue its bonds (the "Bonds") on behalf of the Township and the City to provide for the financing of cost of the Project; and

WHEREAS, this Governing Body has carefully reviewed the Contract and finds that it provides the best means for accomplishing the Project and for providing the needed services.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The Contract is hereby approved and the Supervisor and the Clerk of the Township are hereby authorized and directed to execute and deliver the Contract for and on behalf of the Township; provided, however, that Contract shall not become effective until the expiration of forty-five (45) days after the publication of the attached notice as a display advertisement of at least ¼ page in size in *Washtenaw Now*, a newspaper of general circulation within the Township, which manner of publication is deemed by the Governing Body to be the most effective manner of informing the taxpayers and electors of the Township of the details of the proposed Contract and the rights of referendum thereunder.

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

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

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on June 21, 2016, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Township Clerk

NOTICE OF INTENT TO EXECUTE
TAX-SUPPORTED CONTRACT AND OF RIGHT TO
PETITION FOR REFERENDUM THEREON

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

PLEASE TAKE NOTICE, the Charter Township of Ypsilanti (the "Township") has approved by resolution the execution of a contract (the "Contract") with the Ypsilanti Community Utilities Authority (the "Authority") and the City of Ypsilanti (the "City") pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which Contract provides, among other things, that the Authority will acquire, construct and install certain wastewater improvements, consisting of improvements to the effluent pump station, together with all necessary appurtenances and attachments thereto to service the Township and the City and will issue its bonds in the principal amount not to exceed \$2,250,000 to finance the cost of the acquisition and construction of such wastewater system improvements for the Township and the City AND THE TOWNSHIP WILL PAY TO THE AUTHORITY PURSUANT TO THE CONTRACT THE SUMS NECESSARY TO RETIRE ITS PERCENTAGE SHARE OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

TOWNSHIP'S CONTRACT OBLIGATIONS

It is presently contemplated that the bonds will be in the principal amount of not to exceed \$2,250,000, of which the Township's "Local Unit Share" (as that term is defined in the Contract and is based on the Township's annual usage of the wastewater system) is initially 77.81%, subject to adjustment annually, will mature serially over a period of not to exceed twenty-five (25) years, and will bear interest at the rate or rates to be determined at the time of sale to the Michigan Finance Authority but in no event to exceed two and one-half percent (2.5%) per annum on the balance of the bonds from time to time remaining unpaid. The Contract includes the Township's pledge of its limited tax full faith and credit for the prompt and timely payment of the Township's obligations as expressed in the Contract. THE TOWNSHIP WILL BE REQUIRED TO LEVY AD VALOREM TAXES WITHIN APPLICABLE CONSTITUTIONAL, CHARTER AND STATUTORY TAX LIMITATIONS ON ALL TAXABLE PROPERTY WITHIN THE TOWNSHIP TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO PAY ITS SHARE OF THE PRINCIPAL OF AND INTEREST ON THE BONDS IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE. IT IS THE PRESENT INTENT OF THE TOWNSHIP TO USE THE REVENUES FROM THE TOWNSHIP DIVISION OF THE AUTHORITY'S SYSTEM TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS.

RIGHT OF REFERENDUM

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

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

Karen Lovejoy Roe
Clerk, Charter Township of Ypsilanti

SRF CONTRACT

THIS SRF CONTRACT, dated as of August 1, 2016, by and among the YPSILANTI COMMUNITY UTILITIES AUTHORITY, a municipal authority and public body corporate of the State of Michigan (hereinafter referred to as the "Authority"), the CHARTER TOWNSHIP OF YPSILANTI (the "Township") and the CITY OF YPSILANTI (the "City," together with the Township referred to as the "Local Units") both located in the County of Washtenaw, Michigan,

WITNESSETH:

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

WHEREAS, it is immediately necessary and imperative for the public health and welfare of the present and future residents of the Local Units to acquire and construct certain wastewater system improvements in the Local Units, consisting of improvements to the effluent pump station, together with all necessary appurtenances and attachments thereto be acquired and constructed to service the Local Units (the "Project"); and

WHEREAS, plans and an estimate of cost of said improvements have been prepared by the Authority's consulting engineers (the "Consulting Engineers"), which said estimate of cost totals not to exceed \$2,250,000; and

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

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

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

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

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

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

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

SECTION 2. The system referred to in Section 1 above is hereby designated as YPSILANTI COMMUNITY UTILITIES AUTHORITY WASTEWATER SYSTEM (City of Ypsilanti and Charter Township of Ypsilanti) (hereinafter sometimes referred to in this Contract as the "System").

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

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

SECTION 5. The Authority and each of the Local Units hereby approve and confirm the plans for the System prepared by the Consulting Engineers and the total estimated cost thereof of not to exceed the sum of \$2,250,000 and the Local Units' combined share thereof (100%) of \$2,250,000. Said cost estimate includes all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the System, the acquisition of all materials, machinery and necessary equipment, and all engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the System and the financing thereof.

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

SECTION 7. The Project shall be constructed by the Authority substantially in accordance with the plans and specifications therefor approved by this Contract. All matters relating to engineering plans and specifications, together with the making and letting of final construction contracts, the approval of work and materials thereunder, and construction supervision, shall be in the control of the Authority. All acquisition of sites and rights-of-way shall be done by the Authority. Each Local Unit's share of the costs of such acquisition shall be paid from bond proceeds and, in addition, any costs incurred by any Local Units in connection with the acquisition

or construction of the System, including engineering expenses, shall be promptly reimbursed to the Local Unit by the Authority from the proceeds of Authority Bonds.

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

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

(a) Immediately after execution hereof, the Authority will promptly take steps to adopt a resolution providing for the issuance of its bonds, in one or more series, in the aggregate principal amount of not to exceed \$2,250,000 (except as otherwise authorized pursuant to Section 16 of this Contract) to finance each of the Local Units' share of the cost of the System. Said bonds shall mature serially, as authorized by law, and shall be secured by the contractual obligations of each Local Unit in this Contract. After due adoption of the resolution, the Authority will take all necessary legal procedures and steps necessary to effectuate the sale and delivery of said bonds to the Michigan Finance Authority.

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

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

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

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

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

The cost of the Project to be financed with the issuance of one or more series of bonds of the Authority (\$2,250,000) shall be paid by the Local Units to the Authority in annual installments (corresponding to principal payments on each series of the bonds on the next October 1st of each year) on September 15 of each year, as follows:

2018	\$ 90,000
2019	90,000
2020	90,000
2021	95,000
2022	95,000
2023	100,000
2024	100,000
2025	105,000
2026	105,000
2027	110,000
2028	115,000
2029	115,000
2030	120,000
2031	120,000
2032	125,000
2033	130,000
2034	130,000
2035	135,000
2036	140,000
2037	140,000

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

Charter Township of Ypsilanti	77.81%
City of Ypsilanti	22.19%

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

It is understood and agreed that the bonds of the Authority hereinbefore referred to will be issued in anticipation of the above contractual obligation, with principal installments on October 1 of each year, commencing with the year 2018, corresponding to the principal amount of the above installments, and each Local Unit shall also pay to the Authority in addition to said principal installments, on March 15 and September 15 of each year, commencing on March 15, 2017, as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest, not to exceed two and one-half percent (2.5%) per annum, due on the next succeeding interest payment date (April 1 and October 1, respectively), on the installment portions of said bonds of the Authority from time to time outstanding. From time to time as other costs and expenses accrue to the Authority from handling of the payments made by each Local Unit, or from other actions

taken in connection with the System, the Authority shall notify each Local Unit of the amount of such fees and other costs and expenses, and each Local Unit shall, within thirty (30) days from such notification, remit to the Authority sufficient funds to meet such fees and other costs and expenses. The principal payment date may be adjusted to April 1 at the time the bonds are sold to the Michigan Finance Authority but shall be payable in not more than twenty annual installments.

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

The Authority shall, within thirty (30) days after the delivery of the bonds of the Authority hereinbefore referred to, furnish each Local Unit with a complete schedule of installments of principal and interest thereon, and the Authority shall also (a) at least sixty (60) days prior to January 1 of each year, commencing in 2017, advise each Local Unit, in writing, of the exact amount of interest installment due on the Authority bonds on the next succeeding April 1, and payable by each Local Unit on March 15, as hereinbefore provided, and the exact amount of principal and interest installments due on the bonds of the Authority on the next succeeding October 1, and payable by each Local Unit on September 15, as hereinbefore provided.

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

SECTION 11. Each Local Unit, pursuant to the authorization contained in Act 233, hereby irrevocably pledges its limited tax full faith and credit for the prompt and timely payment of its respective obligations pledged for bond payments as expressed in this Contract, and shall each year, commencing with the fiscal year commencing January 1, 2017 for the Township and July 1, 2016 for the City set aside sufficient general fund moneys to make the payments, and, if necessary, levy an ad valorem tax on all the taxable property in the Local Unit, subject to applicable constitutional, statutory and charter tax rate limitations, in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Contract becoming due before the time of the following year's tax collections. Nothing herein contained shall be construed to prevent the Local Unit from using any, or any combination of, means and methods provided in Section 7 of Act 233, as now or hereafter amended, including revenues derived from user charges or special assessments, for the purpose of providing funds to meet its obligations under this Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

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

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

SECTION 14. In the event a Local Unit shall fail for any reason to pay to the Authority at the times specified the amounts required to be paid by the provisions of this Contract, the Authority shall immediately give notice of such default and the amount thereof, in writing, to the Treasurer of such Local Unit, the Treasurer of the County of Washtenaw, the Treasurer of the State of Michigan, and such other officials charged with disbursement to such Local Unit of funds returned by the State and now or hereafter under Act 233 available for pledge, as provided in this paragraph and in Section 12a of Act 233, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to such Local Unit of the aforesaid funds, is, by these presents, specifically authorized by the Local Unit, to the extent permitted by law, to withhold from the aforesaid funds the maximum amount necessary to cure said deficit and to pay said sums so withheld to the Authority, to apply on the obligations of such Local Unit as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the Local Unit within the meaning of the Michigan Constitution and statutes, the purpose of this provision being voluntarily to pledge and authorize the use of said funds owing to such Local Unit to meet any past-due obligations of such Local Unit due under the provisions of this Contract. In addition to the foregoing, the Authority shall have all other rights and remedies provided by law to enforce the obligations of each Local Unit to make its respective payments in the manner and at the times required by this Contract, including the right of the Authority to direct each Local Unit to make a tax levy to reimburse the Authority for any funds advanced.

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

SECTION 16. If the proceeds of the sale of the bonds to be issued by the Authority are for any reason insufficient to complete each Local Unit's share of the cost of the System, the Authority shall automatically be authorized to issue additional bonds in an aggregate principal amount sufficient to pay the respective Local Unit's share of completing the System and to increase the annual payments required to be made by each Local Unit in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the bonds herein authorized plus the additional bonds to be issued. It is expressly agreed between the parties hereto that the Authority shall issue bonds pursuant to this Contract and each Local Unit shall be committed to retire such amount of bonds as may be necessary to pay each Local Unit's share of the costs of the System whether or not in excess of those presently estimated herein. Any such additional bonds shall comply with the requirements of Act 233 and any increase in the annual payments shall be made in the manner and at the times specified in this

Contract. In lieu of such additional bonds, each Local Unit may pay over to the Authority, in cash, sufficient moneys to complete each Local Unit's share of the System.

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

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

SECTION 19. The Authority and Local Units each recognize that the owners of the bonds issued by the Authority under the provisions of Act 233 to finance the cost of the System will have contractual rights in this Contract, and it is, therefore, covenanted and agreed by the Authority and each Local Unit that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the bonds or the prompt payment of principal or interest thereon. The Local Units and the Authority each further covenant and agree that each will comply with its respective duties and obligations under the terms of this Contract promptly at the times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this Contract insofar as they pertain to the security of any such bonds shall be deemed to be for the benefit of the owners of said bonds.

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

SECTION 21. The parties hereto hereby expressly agree that the Authority shall not be liable for and each Local Unit shall, to the extent legally available, pay, indemnify and save the Authority harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages and losses of every conceivable kind whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the Project; the ownership, acquisition, construction, operation, maintenance and repair of the System; this Contract; or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the Authority be held harmless by each Local Unit from liability for such claims, actions, demands, expenses, damages and losses, however caused or however arising,

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

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

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

SECTION 24. In the event construction bids are received by the Authority pursuant to Section 9 hereof and such bids are below the Consulting Engineers' estimates thus necessitating a smaller amount of Bonds for each Local Unit's share to be issued than \$2,250,000, the Authority shall be automatically authorized to reduce the amount of Bonds sold and the annual principal installments specified in Section 10 of this Contract shall be automatically revised according to the new debt service schedule for the Bonds, without the necessity of publication of notice of such revision.

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

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

In the presence of:

In the presence of:

In the presence of:

26811235.2\099369-00039

YPSILANTI COMMUNITY UTILITIES
AUTHORITY

By: _____
Chair

By: _____
Secretary

CHARTER TOWNSHIP OF
YPSILANTI

By: _____
Supervisor

By: _____
Township Clerk

CITY OF YPSILANTI

By: _____
Mayor

By: _____
City Clerk

RESOLUTION 2016-23

Authorizing the Charter Township of Ypsilanti to Exercise its “First Right of Refusal” and to Purchase from Washtenaw County Treasurer Catherine McClary Acting in her Capacity as the Foreclosing Governmental Unit Under the Authority of the General Property Tax Act the Real Properties Described Herein Located In Ypsilanti Township, Michigan

WHEREAS, on or about **May 29, 2016** Washtenaw County Treasurer Catherine McClary, Acting in her capacity as the **Foreclosing Governmental Unit** (FGU) under the Authority of the **General Property Tax Act** (GPTA) foreclosed upon certain properties in the Washtenaw County Circuit Court due to delinquent real property taxes.

The “**List of Tax Foreclosed Properties**” for **2016** last revised on **June 3, 2016** (See Exhibit 1) was received by Ypsilanti Township Clerk **Karen Lovejoy Roe** from Washtenaw County Treasurer McClary which contained *inter alia* the following Ypsilanti Township properties which set forth the amount of unpaid delinquent taxes and are described as follows:

1. **1556 Harry St**
Parcel No.: **K-11-14-308-004**
Minimum Bid: **\$16,242.00**
Legal Description:
YP #110J-12 LOT 736 WESTWILLOW UNIT 10.

2. **2677 Brooklyn Dr**
Parcel No.: **K-11-24-215-048**
Minimum Bid: **\$15,299.00**
Legal Description:
BLDG 14 UNIT 48 RIVERGROVE VILLAGE CONDOMINIUMS.

3. **1367 Hunter Ave**
Parcel No.: **K-11-03-178-030**
Minimum Bid: **\$13,176.00**
Legal Description:
YP# 134-87 NWLY 31.97 FT OF LOT 293 & SELY 18.03 FT OF LOT 294 WASHTENAW CONCOURSE NO. 3.

4. **2170 Woodale Ave**
Parcel No.: **K-11-24-211-012**
Minimum Bid: **\$10,081.00**

Legal Description:
YP# 69-795 LOT 1092 HURON DAN SUBDIVISION.

5. 793 N Ford Blvd

Parcel No.: K-11-02-326-030

Minimum Bid: **\$9,310.00**

Legal Description:

YP# 58-201 LOT 201 EAST PARK SUBDIVISION.

6. 1324 Wendell Ave

Parcel No.: K-11-03-178-001

Minimum Bid: **\$8,997.00**

Legal Description:

YP# 134-89 LOT 295 WASHTENAW CONCOURSE NO. 3.

7. 397 Elder St

Parcel No.: K-11-39-321-011

Minimum Bid: **\$7,689.00**

Legal Description:

YP# 62-47 LOTS 47 & 48 FIRWOOD HILLS SUBDIVISION

8. 1676 Holmes Ave

Parcel No.: K-11-02-305-002

Minimum Bid: **\$20,457.00**

Legal Description:

**YP#76-248A LOT 248 AND W 30 FT OF LOT 249 LAY GARDEN
SUB.**

9. 1976 Mary Catherine St

Parcel No.: K-11-14-212-006

Minimum Bid: **\$14,050.00**

Legal Description:

YP#110D-21 LOT 480 WESTWILLOW UNIT FIVE.

10. 830 Calder Ave

Parcel No.: K-11-11-384-020

Minimum Bid: **\$9,291.00**

Legal Description:

YP# 89-259 LOT 366 SOUTH DEVONSHIRE SUBDIVISION NO. 1.

WHEREAS, the Court of Appeals for the State of Michigan in an unanimous decision released for publication on **April 5, 2011** entitled "**City of Bay City vs Bay County Treasurer**" held that under the GPTA that ". . . **the determination of a proper purpose for the purchase of tax-delinquent property is a legislative function, vesting such determinations as arose in this case with Plaintiff's council.** Furthermore, because **MCL 211.78(m)(1)** creates a mandatory legal duty on Defendant's part to sell the property to Plaintiff granting him no discretion to decide not to sale such property, the statute does not

empower a county treasurer . . . to make an independent determination as to a municipality's professed 'public' purpose" a

copy of the Court of Appeals decision being attached hereto and incorporated by reference and labeled Exhibit 2; and

WHEREAS, from 2007 through 2015 Ypsilanti Township has seen over 3,000 foreclosures which make up approximately thirty-three (33%) of all foreclosures that have occurred during this time period in Washtenaw County even though the Township's population is only fifteen (15%) of the County's total population; and

WHEREAS, this unprecedented record number of foreclosures in Ypsilanti Township resulted in a significant loss of tax revenue to the Township while also having a direct and negative effect upon the residential property values Township wide; and

WHEREAS, this record number of foreclosures in the Township destabilized a number of residential streets located within the Township's residential subdivisions and greatly contributed to a number of residential neighborhoods becoming predominantly rental properties which further contributed to the destabilization of residential properties; and

WHEREAS, the Charter Township of Ypsilanti in an effort to stabilize the Township's existing residential neighborhoods entered into a partnership with Habitat for Humanity for acquiring and rehabilitating residential properties located in the Township for homeowner occupancy which has resulted in increased neighborhood stabilization and has prevented further deterioration of existing residential subdivisions throughout the Township while also resulting in the increase of property values and the tax base in the Township; and

WHEREAS, Habitat has notified the Township of its desire to acquire additional residential properties in the Township for rehabilitation

and resale to homeowners which further promotes the Township's Board stated policy of neighborhood stabilization; and

WHEREAS, the Ypsilanti Township Board of Trustees has determined and hereby finds that the exercise of its **"First Right of Refusal"** to acquire the above listed properties constitutes a **"Public Purpose"** as set forth in the Court of Appeals case entitled **"City of Bay City vs Bay County Treasurer"** since it is imperative that in order for the Township to achieve its stated public purpose of neighborhood stabilization and to prevent further deterioration of residential property values that the Township continues in its ongoing efforts with Habitat for Humanity to increase homeownership by acquiring residential properties in the Township for resale to Habitat who will rehabilitate said properties that in turn will be resold to persons for homeownership as opposed to being utilized as rental/investment properties; and

WHEREAS, the Township has been advised by the Washtenaw County Treasurer's Office that the minimum bid price for all of the above listed properties total **\$124,592.00**;

NOW, THEREFORE THE YPSILANTI CHARTER TOWNSHIP BOARD OF TRUSTEES HEREBY RESOLVES AS FOLLOWS:

1. That the Township hereby finds and determines that the exercise of its **"First Right of Refusal"** pursuant to the General Property Tax Act as further defined in the Court of Appeals case entitled **"City of Bay City vs Bay County Treasurer"** to purchase the properties hereinabove listed located in the Township of Ypsilanti, Washtenaw County, State of Michigan, constitutes a **"Public Purpose"** since it is imperative that in order for the Township to achieve its stated public purpose of neighborhood stabilization and to prevent further deterioration of residential property values that the Township continues in its ongoing efforts with Habitat for Humanity to increase homeownership by acquiring

residential properties in the Township for resale to Habitat who will rehabilitate said properties that in turn will be resold to persons for homeownership as opposed to being utilized as rental/investment properties.

2. That the Township hereby notifies Washtenaw County Treasurer Catherine McClary Acting in her Capacity as the Foreclosing Governmental Unit that the Township desires to purchase the above listed properties under the Township's ***"First Right of Refusal"*** for the minimum bid of each property which totals ***\$124,592.00***.

3. That the Township authorizes the payment of ***\$124,592.00*** for the purpose of acquiring the above listed properties pursuant to the Township's ***"First Right of Refusal"*** for the ***"Public Purpose"*** as defined herein.



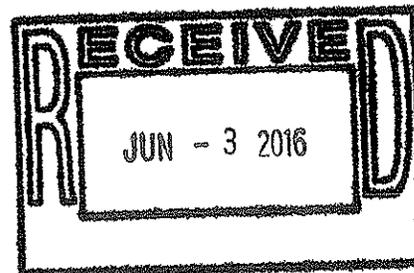
OFFICE OF COUNTY TREASURER

200 N. MAIN STREET, SUITE 200 PO BOX 8645
ANN ARBOR, MI 48107-8645 PHONE: (734) 222-6600 FAX: (734) 222-6632
taxes@ewashtenaw.org

CATHERINE McCLARY, CPFO, CPFIM
TREASURER

June 2016

Dear City, Township, or Village Clerk:



This letter serves as your notice of the parcels that I foreclosed upon in Circuit Court in my capacity as the Foreclosing Governmental Unit under the authority of the General Property Tax Act. These foreclosures were made for delinquent real property taxes.

A public auction of these properties is scheduled. Minimum bids have been established and include all delinquent taxes, fees, penalties, and interest plus any costs related to holding the auction. Attached is a list of parcels that have been foreclosed on and may be acquired by your municipality for public use before the public auction for the indicated minimum bid.

The General Property Tax Act establishes a procedure for the State and for local municipalities to purchase foreclosed property prior to public auction. **The purchase must be for a governmental use and to carry out a public purpose exempt from taxation.** The law establishes the following order of preference:

- a) The State of Michigan has first right of refusal and *must pay the higher of the minimum bid or the market value of the property.* The State has until the first day Tuesday in July to exercise its right.
- b) The City, Village, or Township (in that order) in which the property is located can purchase the property if the State declines and *must pay the minimum bid, prior to the auction beginning on the third Tuesday in July.*
- c) The County may purchase the property if the City, Village, or Township declines and *must pay the minimum bid.*

If the City, Village, Township, or County purchases a property under this process and later sells the property for more than the purchase price, plus the cost of any improvements, the excess proceeds are due back to the Treasurer to replenish the tax foreclosure fund.

Please let me know as soon as possible if you have any questions about the process for acquiring this parcel or any general questions about foreclosures or charge-backs.

Sincerely,

A handwritten signature in black ink that reads "Catherine McClary".

Catherine McClary

cc: City, Township, or Village Treasurer



<http://www.auction.com/washtenaw>

List of Tax Foreclosed Properties

Auction 2016

Washtenaw County, Michigan

Please Note: The Treasurer has the right to withdraw any property on this list prior to the auction. Please contact the office for up to date information.

All bidding is done online. Please read the terms and conditions before bidding.

All attempts were made for accuracy and proof-reading. Please report any errors you may find to taxes@ewashtenaw.org

Catherine McClary, CPFO, CPFIM
Washtenaw County Treasurer

Phone: 734-222-6600
Fax: 734-222-6632
Email: taxes@ewashtenaw.org

Auction Item Number	Parcel Identification Number	Address and Municipality	Auction Date	2016 Assessed Value x 2**	Minimum Bid***	Legal Description
	K -11-02-305-002	1676 Holmes Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	8/12/2016	\$53,000	\$20,457	YP#76-248A LOT 248 AND W 30 FT OF LOT 249 LAY GARDEN SUB.
	K -11-02-326-030	793 N Ford Blvd Ypsilanti, MI 48198 Charter Township of Ypsilanti	7/22/2016	\$39,600	\$9,310	YP# 58-201 LOT 201 EAST PARK SUBDIVISION.
	K -11-02-458-007	E Michigan Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	8/12/2016	\$8,400	\$2,547	YP# 55-35 LOT 449 DEVONSHIRE SUBDIVISION NO. 4.
	K -11-03-178-001	1324 Wendell Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	8/12/2016	\$49,400	\$8,997	YP#134-89 LOT 295 WASHTENAW CONCOURSE NO 3.
	K -11-03-178-030	1367 Hunter Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	9/9/2016	\$52,200	\$13,176	YP#134-87 NWLY 31.97 FT OF LOT 293 & SELY 18.03 FT OF LOT 294 WASHTENAW CONCOURSE NO 3.
	K -11-03-479-022	667 N Ivanhoe Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	7/22/2016	\$10,800	\$6,794	YP# 99-33 LOT 33 TOWNSEND'S SUBDIVISION.
	K -11-10-433-003	1044 Parkwood Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	8/12/2016	\$12,800	\$4,534	YP# 68-74 LOT 74 HILL CREST SUBDIVISION.
	K -11-10-434-007	1018 Maplewood Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	7/22/2016	\$21,600	\$26,377	YP# 68-118 LOT 118 HILL CREST SUBDIVISION.
	K -11-11-384-020	830 Calder Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	9/9/2016	\$40,600	\$9,291	YP# 89-259 LOT 366 SOUTH DEVONSHIRE SUBDIVISION NO. 1.
	K -11-14-212-006	1976 Mary Catherine St Ypsilanti, MI 48198 Charter Township of Ypsilanti	7/22/2016	\$55,600	\$14,050	YP#110D-21 LOT 480 WESTWILLOW UNIT FIVE.
	K -11-14-308-004	1556 Harry St Ypsilanti, MI 48198 Charter Township of Ypsilanti	10/14/2016	\$51,400	\$16,242	YP#110J-12 LOT 736 WESTWILLOW UNIT 10.

** Per Michigan Constitution, assessed value shall not exceed 50% of true cash value (Article 9, Section 3).

*** Includes all delinquent taxes, interest, penalties, fees, costs, and expenses.



<http://www.auction.com/washtenaw>

**List of Tax Foreclosed Properties
Auction 2016
Washtenaw County, Michigan**

*Please Note: The Treasurer has the right to withdraw any property on this list prior to the auction. Please contact the office for up to date information.
All bidding is done online. Please read the terms and conditions before bidding.*

All attempts were made for accuracy and proof-reading. Please report any errors you may find to taxes@ewashtenaw.org

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Washtenaw County Treasurer

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Auction Item Number	Parcel Identification Number	Address and Municipality	Auction Date	2016 Assessed Value x 2**	Minimum Bid***	Legal Description
	K-11-14-441-028	2215 Harmon St Ypsilanti, MI 48198 Charter Township of Ypsilanti	8/12/2016	\$10,000	\$11,694	YP# 126-166 LOT 558 NANCY PARK NUMBER 7.
	K-11-21-180-006	Hubbard St Ypsilanti, MI 48197 Charter Township of Ypsilanti	7/22/2016	\$68,000	\$6,790	YP#46-112A LOTS 112 THRU 121 INCL. & LOTS 124 THRU 143 INCL CADILLAC HGTS SUB.
	K-11-23-300-037	Textile Rd Ypsilanti, MI 48197 Charter Township of Ypsilanti	8/12/2016	\$211,000	\$22,663	COM AT THE SW 1/4 COR SECTION 23, TH S 89-59-40 E 374.41 FT TO POB; TH N 00-55-30 W 494.98 FT; TH N 89-58-30 W 40.40 FT; TH N 00-55-30 W 362.85 FT; TH S 89-58-30 E 179.69 FT; TH N 00-55-30 W 1018.03 FT; TH S 89-12-30 E 788.98 FT; TH S 01-05-00 E 1855.09 FT, TH N 89-59-40 W 933.15 FT TO POB. CONTAINING 36.83 ACRES. T3S-R7E. WASHTENAW COUNTY SPLIT ON 07/08/2003 FROM K-11-23-300-035.
	K-11-24-135-022	2977 Grove Rd Ypsilanti, MI 48198 Charter Township of Ypsilanti	7/22/2016	\$102,600	\$9,569	COM AT N 1/4 POST OF SEC 24 TH S ALONG THE NS 1/4 LINE OF SEC 1502.98 FT, TH S 87-49-00 E 597.33 FT TO P.O.B.; TH S 87-49-00 E 154.13 FT TO THE CENTERLINE OF MOELLER AVE, TH ALONG SAID CENTERLINE NORTH 181 FT, TH S 89-6-30 W 101.00 FT, TH N 11 FT, TH N 89-7-48 W 52.98 FT, TH S 185.26 FT TO P.O.B. CONTAINING .6394 AC T3S R7E WASHTENAW COUNTY SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD
	K-11-24-136-001	2123 Moeller Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	7/22/2016	\$45,000	\$21,046	YP# 69-477 LOTS 774 AND 775, EXC THE SLY 5.0 FT OF LOT 775 HURON DAM SUBDIVISION.
	K-11-24-211-012	2170 Woodale Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	9/9/2016	\$66,200	\$10,081	YP# 69-795 LOT 1092 HURON DAM SUBDIVISION.
	K-11-24-215-048	2677 Brooklyn Dr Ypsilanti, MI 48198 Charter Township of Ypsilanti	8/12/2016	\$116,400	\$15,299	BLDG 14 UNIT 48 RIVERGROVE VILLAGE CONDOMINIUMS
	K-11-39-321-011	397 Elder St Ypsilanti, MI 48197 Charter Township of Ypsilanti	9/9/2016	\$66,000	\$7,689	YP# 62-47 LOTS 47 & 48 FIRWOOD HILLS SUBDIVISION

** Per Michigan Constitution, assessed value shall not exceed 50% of true cash value (Article 9, Section 3).

*** Includes all delinquent taxes, interest, penalties, fees, costs, and expenses.

Positive

As of: June 10, 2014 4:58 PM EDT

City of Bay City v. Bay County Treasurer

Court of Appeals of Michigan

April 5, 2011, Decided

No. 294556

Reporter: 292 Mich. App. 156; 807 N.W.2d 892; 2011 Mich. App. LEXIS 609

CITY OF BAY CITY,
Plaintiff/Counterdefendant-Appellant, v BAY COUNTY
TREASURER, Defendant/Counterplaintiff-Appellee.

Subsequent History: As Amended December 22, 2011

Prior History: [***1] Bay County Circuit Court. LC No. 08-003598-CZ.

Core Terms

public purpose, properties, moot, expeditiously, convey, trial court, municipalities, efficiently, foreclosing, township, village, purchase the property, mandatory, parcels, legal duty, constitutes, conditions, tax-foreclosed, unambiguous, argues, governmental unit, selling property, settlement offer, delinquent, elected, parties, legislative function, defendant argues, speculative, mandamus

Case Summary

Procedural Posture

Plaintiff city appealed an order from the Bay County Circuit Court (Michigan), which, following a bench trial, denied the city's request for declaratory and mandamus relief to require defendant county treasurer to convey a tax-foreclosed property to the city.

Overview

The county named its treasurer as the foreclosing governmental unit for purposes of *MCL 211.78m(1)*. The city informed the treasurer that it wished to purchase the foreclosed property, along with certain other parcels, and sent a check to the treasurer in the correct amount. The treasurer determined that he was not obligated to sell unless he was satisfied that the property would serve a public purpose by generating tax revenue efficiently and expeditiously. While the appeal was pending, the treasurer offered to settle the suit by conveying the property to the city. The court determined that the offer to settle, which had not been accepted, did not render the case moot because a party could not unilaterally render a case moot by changing the status quo during the appeal. The court held that the treasurer lacked discretionary authority to

impose conditions on a public purpose that were not found within the clear and unambiguous language of *MCL 211.78m(1)*, which created a mandatory legal duty on the treasurer's part to sell the property to the city. The determination of a public purpose for the city's purchase of tax-foreclosed property was a legislative function of the city.

Outcome

The court reversed the trial court.

LexisNexis® Headnotes

Civil Procedure > ... > Justiciability > Mootness > Real Controversy Requirement

HN1 A party can not obliterate an opponent's appeal, on the basis of mootness, by so changing the status quo during the appeal that they can then argue it is impossible to return to the situation that existed when the appeal was filed. A party's strategic choice not to cut its losses by settling does not make a lawsuit moot. A desire for a favorable precedent will not prevent a case from becoming moot, but the fact that such a desire figures in the decision not to abandon or settle a suit does not make the suit moot. This reasoning is persuasive where a defendant has offered a settlement, but a full and complete settlement has yet to be reached and there continues to be, though with an offer of settlement on the table, an ongoing controversy. A defendant may not unilaterally render a case moot by changing the status quo during the appeal.

Civil Procedure > ... > Writs > Common Law Writs > Mandamus

Civil Procedure > Appeals > Standards of Review > Abuse of Discretion

Civil Procedure > Appeals > Standards of Review > De Novo Review

HN2 A trial court's decision regarding a writ of mandamus is reviewed for an abuse of discretion. A trial court abuses its discretion when its decision falls outside the range of reasonable and principled outcomes. However, whether the defendant had a clear legal duty to perform and whether the plaintiff had a clear legal *right* to the performance of that duty are questions of law, which are reviewed de novo. Similarly, the appellate court

reviews de novo the legal question of the interpretation of a statute.

Civil Procedure > ... > Writs > Common Law Writs > Mandamus

HN3 Mandamus is appropriate where (1) the plaintiff has a clear legal *right* to the performance of the specific duty sought, (2) the defendant has a clear legal duty to perform, (3) the act is ministerial, and (4) no other legal or equitable remedy exists that might achieve the same result.

Tax Law > ... > Real Property Taxes > Collection of Tax > Tax Deeds & Tax Sales

HN4 See MCL 211.78m(1).

Tax Law > ... > Real Property Taxes > Collection of Tax > Tax Deeds & Tax Sales

HN5 MCL 211.78m(1) clearly and unambiguously provides that if the state elects not to purchase tax-foreclosed property under its *right of firstrefusal*, a city, village, or township may purchase the property for a public purpose.

Governments > Legislation > Interpretation

HN6 If the language in a statute is clear and unambiguous, a court assumes that the legislature intended its plain meaning, and the statute must be enforced as written. A court may read nothing into an unambiguous statute that is not within the manifest intent of the legislature as derived from the words of the statute itself. Similarly, a court should not judicially legislate by adding language to the statute.

Governments > Legislation > Interpretation

Tax Law > ... > Real Property Taxes > Collection of Tax > Tax Deeds & Tax Sales

HN7 The determination of what constitutes a public purpose is primarily the responsibility of the legislature, and the concept of public purpose has been construed quite broadly in Michigan. Accordingly, it is not for the courts to read into MCL 211.78m(1) restrictions or conditions on what constitutes a public purpose that are not within the language of the statute itself and which essentially usurp the legislature's authority to determine what constitutes a public purpose.

Tax Law > ... > Real Property Taxes > Collection of Tax > Tax Deeds & Tax Sales

HN8 The determination of public purpose is an essentially legislative function. The review of an action of the legislature for compliance with the law is an essentially judicial function. The language of MCL 211.78m(1) contemplates no discretionary or decision-making role for any executive body. Indeed, the role of the foreclosing

governmental unit (FGU) in a city's purchase of property is essentially administrative, as well as mandatory: If property is purchased by a city, village, township, or county under this subsection, the FGU shall convey the property to the purchasing city, village, township, or county within 30 days. The statute's use of the word "shall" indicates a mandatory act, not a permissive one. The determination of a proper purpose for the purchase of tax delinquent property is a legislative function, vesting such determinations with the city's council. Furthermore, because MCL 211.78m(1) creates a mandatory legal duty on the FGU's part to sell the property to the municipality, granting no discretion to decide not to sell such property, the statute does not empower the FGU to make an independent determination as to the municipality's professed public purpose. Pursuant to MCL 211.78m, the selling of property is a mandatory act by the FGU, not a discretionary one.

Judges: Before: FORT-HOOD, P.J., and BORRELLO and STEPHENS, JJ.

Opinion by: STEPHEN L. BORRELLO

Opinion

[**894] [*157] BORRELLO, J.

Plaintiff appeals as of *right* the trial court's order denying its claim to declaratory and [*158] mandamus relief following a bench trial. For the reasons set forth in this opinion, we reverse.

I. FACTS

The relevant facts are largely undisputed. Under the current statutory tax-foreclosure scheme, the state of Michigan has a *right of firstrefusal* to purchase any tax-foreclosed properties in the state. MCL 211.78m(1). If the state declines to purchase a property, the city, village, or township within whose limits the property is located may purchase it "for a public purpose." *Id.* The price of purchase (referred to as the "minimum bid") is set at what the minimum bid would be if the property were being auctioned off, which is determined by adding all taxes, interest, and fees owed on the property, so that the foreclosing governmental unit (FGU) breaks even on the property. MCL 211.78m(11). Before 1999, the state administered the tax-foreclosure scheme in every Michigan county. In 1999, the Legislature passed Public Act 123, which allowed counties to "opt-in" and replace the [***2] state as the FGU, administering foreclosures within their jurisdictions. MCL 211.78(3), as amended by 1999 PA 123. On December 14, 2004, Bay County elected to name its treasurer, defendant, as its FGU.

Starting in 2005, defendant, as the FGU, began foreclosing on properties, but plaintiff did not seek to purchase any

foreclosed properties until 2008. In 2008, defendant foreclosed on 16 parcels within plaintiff's limits. Plaintiff informed defendant that it wished to purchase four of the parcels and forwarded a check to defendant in the amount of the total of the minimum bids for the four parcels. Defendant determined [**895] that he was not obligated to sell the parcels to plaintiff unless he was satisfied that plaintiff would be returning the property to a position in which the property would [*159] generate tax revenue. Following defendant's determination, officials of plaintiff and Bay County met to discuss the issue and come to an understanding, but they were not able to reach an agreement. On August 22, 2009, plaintiff filed this action against defendant for declaratory and mandamus relief. Plaintiff sought a declaration that its stated public purpose for the parcels [***3] was valid and a writ of mandamus directing defendant to transfer title to the parcels.

The properties sought by plaintiff were located at 105 West Thomas, 1216 Park Avenue, 606 Wilson, and 1906 Broadway. In its complaint, plaintiff stated its public purpose was "to reduce the number of vacant tax reverted properties within [plaintiff]'s limits thereby minimizing the real and present dangers they present and to remove certain blighted conditions present on the subject properties" and that, through redevelopment of the properties, plaintiff "will ensure a healthy and growing tax base."

Both parties moved for summary disposition, with plaintiff arguing that there were only two conditions placed on the conveyance of property: that plaintiff tenders the purchase price to the FGU and that plaintiff has a public purpose for the property. Plaintiff argued it was undisputed that both of these requirements were fulfilled; hence, defendant had a clear legal duty to convey the properties, and plaintiff had a clear legal *right* to the performance of that duty. Defendant argued he had a statutory duty "to confirm that the municipality wants the requested property for a public purpose and that the [***4] municipality will be able to accomplish that purpose efficiently and expeditiously." He asserted that plaintiff had no public purpose for the Park Avenue, Broadway, and West Thomas properties, and that plaintiff would not be able to achieve its public purpose for the Wilson property [*160] efficiently and expeditiously. The trial court denied both parties' motions, and the case went to a bench trial.

At trial, defendant testified that it was unclear that plaintiff had a public purpose for the properties. Stephen Black, plaintiff's Deputy City Manager of Community Development, testified that plaintiff sought to acquire the Broadway property in order to tear down the building thereon and use the land as a parking lot for the adjacent property, which the city already owned. The Park Avenue

property, according to Black, presented health and safety issues because it was "severely impacted by cat urine." Black said that foreclosure of the West Thomas property presented an opportunity to eliminate a multi-family home, noting that multi-family homes generate complaints in single-family areas. The city planned to either demolish the home or redevelop it. Defendant testified that the West Thomas property [***5] was a single-family, not a multi-family, dwelling. As for the Wilson property, Black testified it was a vacant lot that the city was considering conveying to Habitat for Humanity for it to build a new home.

The trial court found for defendant with respect to the Wilson and Broadway parcels, and for plaintiff with respect to the Park Avenue and West Thomas parcels. The parties agreed that, pending appeal, defendant would not "auction, sell, or otherwise dispose of" the Park Avenue, West Thomas, and Wilson properties and that it would not convey the Park Avenue and West Thomas properties to plaintiff. Plaintiff agreed not to seek the Broadway property.

[**896] Because defendant did not appeal the decision with respect to the Park Avenue and West Thomas properties, and because plaintiff agreed not to pursue its claim to the Broadway property, the only property at issue in this appeal is the Wilson property.

[*161] II. MOOTNESS

Defendant argues on appeal that this claim is moot because he has offered to settle the suit by conveying the Wilson property to plaintiff. According to defendant, this removes any case or controversy between the parties. Defendant also argues that this does not fall into the mootness [***6] exception "carved out for those situations where . . . the issue is of public significance and likely to recur while also likely to evade judicial review." Defendant argues that it is speculative whether plaintiff will seek to purchase tax-foreclosed property from defendant again and that even if it does, it is only speculative that defendant will refuse to convey the property, and that even if both of these things occur, there will be opportunity for judicial review of the issue at that time.

Plaintiff denies the assertion that there is no case or controversy between the parties. Plaintiff argues that an offer to settle does not render a case moot unless the offer is accepted, and plaintiff has not accepted defendant's offer to convey the property in question. Plaintiff also notes that defendant has not conceded the legal points at issue in this case. Regarding the mootness exception for cases involving issues of public significance that recur but are likely to evade judicial review, plaintiff points out that, although it did not purchase any tax-foreclosed properties

in 2009, it has regularly purchased tax-foreclosed properties in the past and certainly will do so in the future.

[**7] And plaintiff argues that, if defendant's settlement offer renders the issue moot, there is a possibility that the issue will evade judicial review because defendant could simply convey the property every time plaintiff challenges its refusal to do so.

In MGM Grand Detroit, LLC v Community Coalition for Empowerment, Inc., 465 Mich 303; 633 NW2d 357 (2001), the Detroit City Council passed an ordinance [*162] allowing the plaintiff to use a specified site to build a casino. Id. at 311-312 (CAVANAGH, J., dissenting). The defendant conducted a petition drive in an attempt to refer the ordinance, but the city clerk denied the petition on the ground that the ordinance was exempt from referendum. Id. at 312. The plaintiff sought a declaratory judgment that the ordinance was in fact exempt from referendum. Id. After the trial court granted the plaintiff's motion for summary disposition, the plaintiff went ahead with its casino construction, although the defendant had filed a claim of appeal with this Court. Id. at 312-313. Our Supreme Court addressed the issue of mootness in light of these developments. Justice CAVANAGH's dissent, which Justice KELLY joined, concluded that the defendant could not have [***8] the relief it sought, because even if the referendum were allowed and the ordinance defeated, the casino would remain as an allowed, prior nonconforming use of the land. Id. at 313-314. The majority rejected this conclusion, holding that HNI "a party can not [sic] obliterate an opponent's appeal, on the basis of mootness, by so changing the status quo during the appeal . . . that [it] can then argue it is impossible to return to the situation that existed when the appeal was filed." Id. at 307.

This case presents the reverse situation—defendant seeks to render the appeal moot not by making it impossible [**897] for plaintiff to have the relief it seeks, but by giving plaintiff that relief. In Bd of Ed of Oak Park & River Forest High Sch Dist 200 v Ill State Bd of Ed, 79 F3d 654, 659 (CA 7, 1996), the Seventh Circuit of the United States Court of Appeals held that a party's "strategic choice [not to 'cut its losses' by settling] does not make [a] lawsuit moot. A desire for a favorable precedent will not prevent a case from becoming moot, but the fact that such a desire figures in the decision not to abandon or settle a suit does not make the suit moot." (Citations [*163] omitted; emphasis in original.) Relative [***9] to the issues presented in this case, we find the reasoning of the Seventh Circuit persuasive. Here, defendant has offered a settlement. We note that a full and complete settlement has yet to be reached and there continues to be, though with an offer of settlement on the table, an ongoing controversy.

Additionally, as plaintiff notes, even if it received the Wilson property, this would only satisfy the mandamus

claim. Plaintiff also sought a declaratory judgment that its "stated public purpose is a valid public purpose under the laws of the State of Michigan." Because defendant will not and cannot give plaintiff such a declaration, there is still a controversy that this Court may decide. Although the nature of the action by which defendant seeks to render this case moot differs from that in MGM Grand Detroit, that case did hold that a defendant may not unilaterally render a case moot "by . . . changing the status quo during the appeal." MGM Grand Detroit, 465 Mich at 307. Similarly, the fact that plaintiff has not accepted defendant's offer to settle the suit by conveying the property to plaintiff because it desires a favorable precedent does not render the case moot. Bd of Ed of Oak Park & River Forest High Sch Dist 200, 79 F3d at 659. [***10] Accordingly, we hold that the issues presented in this case are not rendered moot by defendant's offer of settlement.

III. PUBLIC PURPOSE UNDER MCL 211.78m(1)

Plaintiff argues that MCL 211.78m requires it to have a public purpose to purchase the Wilson property and that it sought the property to build a new home, which qualifies as economic development and therefore is a public purpose. Plaintiff further contends that defendant refused to convey the property because he did not believe that the public purpose could be accomplished [*164] "efficiently" and "expeditiously." According to plaintiff, the statute only requires a public purpose and not these additional conditions. Conversely, defendant argues that the intent of MCL 211.78m will not be carried out unless properties are purchased by municipalities for a public purpose that can be efficiently and expeditiously carried out. Defendant points out that in other contexts, Michigan courts have interpreted "public purpose" to be more than just a speculative idea or a future possibility and that without a requirement of a detailed plan that can be expeditiously carried out, the "public purpose" [***11] requirement is illusory. According to the trial court, plaintiff's "proposal [regarding the Wilson property] does not promote the prosperity and general welfare of the residents of Bay City" and was "too speculative to constitute a proper public purpose."

HN2 "A trial court's decision regarding a writ of mandamus is reviewed for an abuse of discretion." Casco Twp v Secretary of State, 472 Mich. 566, 571; 701 N.W.2d 102 (2005). A trial court abuses its discretion when its decision falls outside the range of reasonable and principled outcomes. Maldonado v Ford Motor Co., 476 Mich 372, 388; 719 NW2d 809 (2006). However, "whether defendant had a clear legal duty to perform and whether plaintiff [**898] had a clear legal right to the performance of that duty . . . are questions of law, which this Court reviews de novo." Carter v Ann Arbor City

292 Mich. App. 156, *164; 807 N.W.2d 892, **898; 2011 Mich. App. LEXIS 609, ***11

Attorney, 271 Mich App 425, 438; 722 NW2d 243 (2006). Similarly, this Court reviews de novo the legal question of the interpretation of a statute. *People v Moore*, 470 Mich 56, 61; 679 NW2d 41 (2004); *Robertson v DaimlerChrysler Corp.*, 465 Mich 732, 739; 641 NW2d 567 (2002).

In *Tuggle v Dep't of State Police*, 269 Mich App 657, 668; 712 NW2d 750 (2006), this Court [***12] held that *HN3* mandamus [*165] is appropriate where (1) the plaintiff has a clear legal *right* to performance of the specific duty sought, (2) the defendant has a clear legal duty to perform, (3) the act is ministerial, and (4) no other legal or equitable remedy exists that might achieve the same result. See also *Lickfeldt v Dep't of Corrections*, 247 Mich App 299, 302; 636 NW2d 272 (2001); *Delly v Bureau of State Lottery*, 183 Mich App 258, 260-261; 454 NW2d 141 (1990).

MCL 211.78m(1) provides, in relevant part:

HN4 Not later than the *first* Tuesday in July, immediately succeeding the entry of judgment under section 78k vesting absolute title to tax delinquent property in the foreclosing governmental unit, this state is granted the *right of firstrefusal* to purchase property at the greater of the minimum bid or its fair market value by paying that amount to the foreclosing governmental unit if the foreclosing governmental unit is not this state. If this state elects not to purchase the property under its *right of firstrefusal*, a city, village, or township may purchase for a public purpose any property located within that city, village, or township set forth in the judgment and subject to sale under [***13] this section by payment to the foreclosing governmental unit of the minimum bid. . . .

At trial, defendant seemingly conceded that plaintiff stated a public purpose for purchasing the Wilson property. On appeal, however, he argues that plaintiff's public purpose was unclear. He claims that plaintiff sought to obtain the properties "in order to minimize a 'real and present danger' and to remove 'blighted conditions on the subject properties.'" But according to the complaint, plaintiff sought the property "to reduce the number of vacant tax reverted properties within Bay City's limits thereby minimizing the real and present dangers they present and to remove certain blighted conditions present on the subject properties." [*166] And the resolution passed by plaintiff authorizing it to acquire the properties reads, in relevant part, as follows:

Whereas, the City of Bay City desires to acquire selected tax-reverted properties for the

purpose of stimulating private investment through the redevelopment of each property; and

Whereas, by improving and selling the various parcels, these economic development efforts will ensure a healthy and growing tax base

Thus, plaintiff demonstrated [***14] a public purpose beyond minimizing dangers and abating blight. Cf. *Kelo v City of New London*, 545 U.S. 469, 484; 125 S. Ct. 2655; 162 L. Ed. 2d 439 (2005) (rejecting the argument that economic development does not qualify as a public use in an eminent domain case and stating that "[p]romoting economic development is a traditional and long-accepted function of government").

However, defendant argues that the statutory scheme requires that the identified public purpose be capable of being efficiently and expeditiously carried out. Plaintiff asserts that the trial court's conclusion that plaintiff's plan to construct [***899] a new home on the Wilson property was too "speculative to constitute a proper public purpose" essentially incorporates the requirements that a public purpose must be executed efficiently and expeditiously. The terms "efficiently," "expeditiously," and "speculative" are not found in *MCL 211.78m(1)*. *HN5* The statute clearly and unambiguously provides that if the "state elects not to purchase the property under its *right of firstrefusal*, a city, village, or township may purchase" the property "for a public purpose." *MCL 211.78m(1)*. *HN6* If the language in a statute is clear and unambiguous, [***15] this Court assumes that the Legislature intended its plain meaning, and the [*167] statute must be enforced as written. *Roberts v Mecosta Co Gen Hosp.* 466 Mich 57, 63; 642 NW2d 663 (2002). This Court "may read nothing into an unambiguous statute that is not within the manifest intent of the Legislature as derived from the words of the statute itself." *Id.* Similarly, this Court should not "judicially legislate by adding language to the statute." *Empire Iron Mining Partnership v Orhanen*, 455 Mich 410, 421; 565 NW2d 844 (1997). In *Advisory Opinion on Constitutionality of 1976 PA 295 & 1976 PA 297*, 401 Mich 686, 696; 259 NW2d 129 (1977), our Supreme Court stated that *HN7* "the determination of what constitutes a public purpose is primarily the responsibility of the Legislature, and . . . the concept of public purpose has been construed quite broadly in Michigan." Accordingly, it is not for the courts to read into *MCL 211.78m(1)* restrictions or conditions on what constitutes a public purpose that are not within the language of the statute itself and that essentially usurp the Legislature's authority to determine what constitutes a public purpose.

We note that while MCL 211.78m(1) does not contain any [***16] language requiring the property to be purchased for a public purpose that can be carried out efficiently and expeditiously, such language is found in MCL 211.78(1):

The legislature finds that there exists in this state a continuing need to strengthen and revitalize the economy of this state and its municipalities by encouraging the efficient and expeditious return to productive use of property returned for delinquent taxes. Therefore, the powers granted in this act relating to the return of property for delinquent taxes constitute the performance by this state or a political subdivision of this state of essential public purposes and functions.

The reference to "efficient and expeditious return to productive use" in this legislative finding is not a constraint on the public purpose identified by a city, [*168] village, or township purchasing tax-delinquent property under MCL 211.78m(1). Rather, it is a statement of the purposes of the tax-reversion statutory scheme. Due to the perception of the Legislature that the existing statutory provisions addressing reverted properties were inefficient, the Legislature revamped the General Property Tax Act in 1999 PA 123 in order to effectuate "the efficient [***17] and expeditious return to productive use of property returned for delinquent taxes."¹ This is the [**900] public purpose of the GPTA, not the public purpose of a city, village, or township purchasing tax-delinquent property.²

It is not the prerogative of this Court to "judicially legislate by adding language to [a] statute." *Orhanen*, 455 Mich at 421. In this case, the trial court essentially imposed a constraint on what constitutes a public purpose that is not found within the language of MCL 211.78m(1). Plaintiff's stated purpose was to improve and sell the property. Whether it could do so efficiently and expeditiously was relevant to plaintiff's ability to carry out its purpose, but was not relevant to [*169] the question whether plaintiff was purchasing the property "for a public purpose" as required by MCL 211.78m(1).

We hold that the trial court erred in finding for defendant with respect to the Wilson property by adding conditions

on a "public purpose" that are not found within the clear and unambiguous language of MCL 211.78m(1). Given the evidence presented, including defendant's admission at trial that plaintiff had stated a public purpose, there was no basis for the trial court to find in favor of defendant regarding the Wilson property. Because the trial court added language to the statute to arrive at its conclusions, it abused its [***19] discretion in denying mandamus relief to plaintiff.

IV. COUNTY TREASURER'S AUTHORITY TO MAKE AN INDEPENDENT ASSESSMENT OF PUBLIC PURPOSE UNDER MCL 211.78m(1)

Plaintiff argues that MCL 211.78m(1) gives no authority to defendant to question plaintiff's determination of public purpose. According to plaintiff, such a determination is traditionally considered a legislative function, and is thus properly left to plaintiff, as a legislative body. Plaintiff contends that unless the statute says otherwise, the power to review plaintiff's decision lies in the courts, the body that traditionally reviews actions for their consistency with the laws. Finally, plaintiff argues that the proper course of action would be for defendant to obey the statute's command that it sell the property to plaintiff. If it later becomes evident that plaintiff does not have a public purpose for the property, a party with standing could bring suit to challenge the purchase of the property.

Conversely, defendant argues that it does not usurp the function of the courts for an FGU to review a municipality's determination of public purpose. Defendant [*170] contends that if the courts can review the FGU's determination, judicial review [***20] is still possible. Additionally, defendant argues that he is in the best position to determine which properties to allow municipalities to purchase at the minimum bid and which properties to put to public auction to best manage and maintain the integrity of the delinquent tax revolving fund.

As noted above, MCL 211.78m(1) requires property purchased by a municipality under the statute to be purchased "for a public purpose." The statute does not, however, specify who makes the determination whether a purpose constitutes a public purpose, nor does it specify what body, if any, may review that determination.

¹ The legislative analysis prepared for 1999 PA 123 states that the then current "tax delinquent property reversion process takes about six years to complete." House Legislative Analysis, HB 4489, July 23, 1999, p 1. In order to address this delay in returning tax-delinquent property to tax-current status, while still honoring the *rights* of property owners, the legislation revamping the tax-reversion process was proposed. *Id.*, p 2. While the use of legislative analysis has been criticized as being unpersuasive in terms of statutory construction, such analyses do have probative value in certain circumstances, see, e.g., *Kinder Morgan Michigan, LLC v City of Jackson*, 277 Mich App 159, 170; 744 NW2d 184 (2007), and continue to be cited in cases involving statutory interpretation, see, e.g., *Bush v Shabahang*, 484 Mich 156, 174 n 29; 772 NW2d 272 (2009).

² In some ways, this is an example of the classic fallacy of equivocation. The term "public purpose" is being used in two [***18] different, albeit related, ways in MCL 211.78(1) and MCL 211.78m(1).

[**901] Although defendant claims that the statute empowers him to review plaintiff's determination of public purpose, he makes no argument in support of this assertion. His argument, instead, is that it will benefit the entire county if he is allowed to decide which properties are sold to municipalities and which go to auction. But this argument does not relate to the question of public purpose—instead, defendant's argument is that he should have general discretion to sell or not sell properties to municipalities on the basis of what most benefits the county.

Plaintiff argues that [***21] its council is the proper body to determine whether there is a public purpose, because it consists of "the elected representatives of the people." Horton v Kalamazoo, 81 Mich App 78, 81; 264 NW2d 128 (1978), quoting Gregory Marina, Inc v Detroit, 378 Mich 364, 394; 144 NW2d 503 (1966). Defendant points out that he is also an elected representative, elected by a larger constituency than plaintiff's council.

[*171] More to the point, however, is plaintiff's separation of powers argument. As noted previously in this opinion, our Supreme Court has stated that "the determination of what constitutes a public purpose is primarily the responsibility of the Legislature." 1976 PA 295, 401 Mich at 696; accord Gregory Marina, Inc, 378 Mich at 394-395 (T. M. KAVANAGH, C.J.) (noting that determination of public purpose is a legislative, not a judicial, question); Advisory Opinion on Constitutionality of 1986 PA 281, 430 Mich 93, 129-130; 422 NW2d 186 (1988) (stating that Michigan has "recognized a liberal version of the public purpose doctrine"). HN8 The determination of public purpose is an essentially legislative function, see MCL 211.78, and plaintiff's council is a legislative body. The review [***22] of an action of the Legislature for compliance with the law is an essentially judicial function. The language of the portion

of the statute at issue contemplates no discretionary or decision-making role for any executive body. Indeed, the FGU's role in a city's purchase of property is essentially administrative, as well as mandatory: "If property is purchased by a city, village, township, or county under this subsection, the [FGU] shall convey the property to the purchasing city, village, township, or county within 30 days." MCL 211.78m(1) (emphasis added). The statute's use of the word "shall" indicates a mandatory act, not a permissive one. People v Francisco, 474 Mich 82, 87; 711 NW2d 44 (2006).

In keeping with precedent, we hold that the determination of a proper purpose for the purchase of tax-delinquent property is a legislative function, vesting such determinations as arose in this case with plaintiff's council. Furthermore, because MCL 211.78m(1) creates a mandatory legal duty on defendant's part to sell the property to plaintiff, granting him no discretion to decide not to sell such property, the statute does not [*172] empower a county treasurer such as defendant to make [***23] an independent determination as to a municipality's professed "public purpose." Pursuant to MCL 211.78m, the selling of property is a mandatory act by defendant, not a discretionary one. For these reasons, the trial court erred to the extent it implicitly held that defendant had a *right* to review plaintiff's determination of public purpose, and it abused its discretion by denying plaintiff mandamus relief.

Reversed and remanded. No costs are awarded to either party, a public question being involved. MCR 7.216(A)(7) and MCR 7.219(A).

/s/ Stephen L. Borrello

/s/ Karen M. Fort-Hood

/s/ Cynthia Diane Stephens



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

June 14, 2016

Ms. Brenda Stumbo
Township Supervisor, Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, Michigan 48197

Dear Brenda:

This Letter of Intent confirms Habitat for Humanity of Huron Valley's intention to purchase the properties listed in Exhibit "A" once vacant. Habitat is interested in the purchase of the following seven properties for \$80,794:

1556 Harry, 2677 Brooklyn, 1367 Hunter, 2170 Woodale, 793 N Ford, 1324 Wendell and 397 Elder.

In addition, Habitat would like the Township to consider the purchase of three properties for future Habitat renovation with a value of \$43,798:

1676 Holmes, 1976 Mary Catherine and 830 Calder.

We truly value our partnership and look forward to continuing to help strengthen the Township with more home ownership opportunities, one house, one block and one neighborhood at a time.

Regards,

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

Rob Nissly
Housing Director

Exhibit "A"

Parcel Identification Number	Address and Municipality	Minimum Bid***	Legal Description	Interested	Notes
K-11-14-308-004	1556 Harry St Ypsilanti, MI 48198 Charter Township of Ypsilanti	\$ 16,242	YP#110J-12 LOT 736 WESTWILLOW UNIT 10.	16,242	Appeared occupied
K-11-24-215-048	2677 Brooklyn Dr Ypsilanti, MI 48198 Charter Township of Ypsilanti	\$ 15,299	BLDG 14 UNIT 48 RIVERGROVE VILLAGE CONDOMINIUMS	15,299	
K-11-03-178-030	1367 Hunter Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	\$ 13,176	YP#134-87 NWLY 31.97 FT OF LOT 293 & SELY 18.03 FT OF LOT 294 WASHTEANAW CONCOURSE NO 3.	13,176	Appeared occupied
K-11-24-211-012	2170 Wooddale Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	\$ 10,081	YP# 69-795 LOT 1052 HURON DAM SUBDIVISION.	10,081	
K-11-02-326-030	793 N Ford Blvd Ypsilanti, MI 48198 Charter Township of Ypsilanti	\$ 9,310	YP# 58-201 LOT 201 EAST PARK SUBDIVISION.	9,310	
K-11-03-178-001	1324 Wendell Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	\$ 8,997	YP#134-89 LOT 295 WASHTEANAW CONCOURSE NO 3.	8,997	Appeared occupied
K-11-39-321-011	397 Elder St Ypsilanti, MI 48197 Charter Township of Ypsilanti	\$ 7,689	YP# 62-47 LOTS 47 & 48 FIRWOOD HILLS SUBDIVISION	7,689	Appeared occupied

TOTALS 80,794
Number of Parcels 7



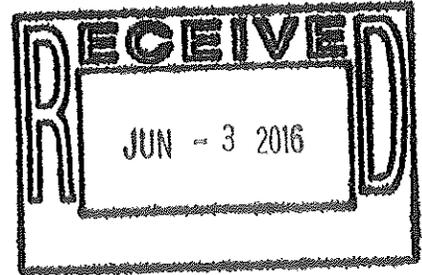
OFFICE OF COUNTY TREASURER

200 N. MAIN STREET, SUITE 200 PO BOX 8645
ANN ARBOR, MI 48107-8645 PHONE: (734) 222-6600 FAX: (734) 222-6632
taxes@ewashfenaw.org

CATHERINE McCLARY, CPFO, CPFIM
TREASURER

June 2016

Dear City, Township, or Village Clerk:



This letter serves as your notice of the parcels that I foreclosed upon in Circuit Court in my capacity as the Foreclosing Governmental Unit under the authority of the General Property Tax Act. These foreclosures were made for delinquent real property taxes.

A public auction of these properties is scheduled. Minimum bids have been established and include all delinquent taxes, fees, penalties, and interest plus any costs related to holding the auction. Attached is a list of parcels that have been foreclosed on and may be acquired by your municipality for public use before the public auction for the indicated minimum bid.

The General Property Tax Act establishes a procedure for the State and for local municipalities to purchase foreclosed property prior to public auction. **The purchase must be for a governmental use and to carry out a public purpose exempt from taxation.** The law establishes the following order of preference:

- a) The State of Michigan has first right of refusal and *must pay the higher of the minimum bid or the market value of the property.* The State has until the first day Tuesday in July to exercise its right.
- b) The City, Village, or Township (in that order) in which the property is located can purchase the property if the State declines and *must pay the minimum bid, prior to the auction beginning on the third Tuesday in July.*
- c) The County may purchase the property if the City, Village, or Township declines and *must pay the minimum bid.*

If the City, Village, Township, or County purchases a property under this process and later sells the property for more than the purchase price, plus the cost of any improvements, the excess proceeds are due back to the Treasurer to replenish the tax foreclosure fund.

Please let me know as soon as possible if you have any questions about the process for acquiring this parcel or any general questions about foreclosures or charge-backs.

Sincerely,

A handwritten signature in black ink that reads "Catherine McClary".

Catherine McClary

cc: City, Township, or Village Treasurer



<http://www.auction.com/washtenaw>

List of Tax Foreclosed Properties

Auction 2016

Washtenaw County, Michigan

Please Note: The Treasurer has the right to withdraw any property on this list prior to the auction. Please contact the office for up to date information.

All bidding is done online. Please read the terms and conditions before bidding.

All attempts were made for accuracy and proof-reading. Please report any errors you may find to taxes@ewashtenaw.org

Catherine McClary, CPFO, CPFIM
Washtenaw County Treasurer

Phone: 734-222-6600
Fax: 734-222-6632
Email: taxes@ewashtenaw.org

Auction Item Number	Parcel Identification Number	Address and Municipality	Auction Date	2016 Assessed Value x 2**	Minimum Bid***	Legal Description
	11-11-09-105-009	411 High St Ypsilanti, MI 48197 City of Ypsilanti	7/22/2016	\$33,000	\$2,915	*OLD SID - 11 11-240-048-00 YP CITY 11E-15 LOT 48 & STRIP 8.25' WIDE ADJ ON W GILBERTS ADDITION.
	11-11-09-112-010	206 N Grove St Ypsilanti, MI 48198 City of Ypsilanti	8/12/2016	\$78,200	\$15,679	*OLD SID - 11 11-240-046-00 YP CITY 11E-13 LOT 46 & W 16 1/2 FT OF VAC.ALLEY, ALSO A 50 FT STRIP OF RY. ROW ALONG S LINE OF LOT 46 GILBERT'S ADDITION.
	11-11-09-112-019	229 N Prospect St Ypsilanti, MI 48198 City of Ypsilanti	7/22/2016	\$87,400	\$23,294	*OLD SID - 11 11-240-051-20 YP CITY 11E-20 S 1/2 OF LOT 51 GILBERTS ADDITION.
	11-11-10-233-008	238 N Prospect St Ypsilanti, MI 48198 City of Ypsilanti	9/9/2016	\$91,000	\$14,382	*OLD SID - 11 11-385-006-00 YP CITY 24E-8 LOT 6 MILLER'S ADDITION.
	11-11-10-355-001 & -003	402 & Vacant Emerick St Ypsilanti, MI 48198 City of Ypsilanti	8/12/2016	\$24,600	\$6,005	*OLD SID - 11 11-750-001-00 YP CITY 32E-1 THE N 30 FT OF LOTS 1, 2, & 3, & N 30 FT OF E 10 FT OF LOT 4 VOLKENING & CO'S SUBDIVISION. *OLD SID - 11 11-750-002-00 YP CITY 32E-2 S 32 FT OF N 107 FT OF LOTS 1 TO 3 AND S 32 FT OF N 107 FT OF E 10 FT OF LOT 4 VOLKENING & CO'S SUBDIVISION.
	11-11-37-101-004	50 Kramer St Ypsilanti, MI 48197 City of Ypsilanti	9/9/2016	\$14,000	\$4,638	*OLD SID - 11 11-150-008-00 YP CITY 18W-5 LOT 8 PLAN OF CLARKSVILLE.
	11-11-37-203-004	1043 Madison St Ypsilanti, MI 48197 City of Ypsilanti	7/22/2016	\$49,400	\$10,989	TRS 12/95 *OLD SID - 11 11-475-284-00 YP CITY 48W-19S LOT 284 PARK RIDGE.
	11-11-39-130-026	210 W Ainsworth Blvd Ypsilanti, MI 48197 City of Ypsilanti	9/9/2016	\$52,400	\$11,567	*OLD SID - 11 11-100-032-00 YP CITY 11W-32 PT OF LOT 32, COM AT A PT 34.86 FT S OF NE COR OF LOT 32, TH SWLY ALONG ELY LINE SAID LOT TO A PT 10 FT NELY OF SE COR LOT 32 TH NWLY TO SW COR LOT 32, TH NLY TO NW COR TH SELY TO PL OF BEG AINSWORTH PARK.
	11-11-39-160-013	389 Second Ave Ypsilanti, MI 48197 City of Ypsilanti	8/12/2016	\$60,200	\$15,249	*OLD SID - 11 11-390-017-00 YP CITY 39W-19 LOT 17 MORSE'S ADDITION.
	11-11-39-167-020	341 Orchard St Ypsilanti, MI 48197 City of Ypsilanti	7/22/2016	\$16,000	\$3,405	OWNER REQUEST YPC 1-W181B THE NLY 50 FT OF THE SLY 200 FT OF THE WLY 120 FT LYING AT NE COR FRANKLIN & ORCHARD STS OR LOT 81 WORDEN GARDENS, UNRECORDED. Split on 08/09/2000 from 11-11-39-167-006;
	11-11-39-167-023 & -024	333 & 329 Orchard St Ypsilanti, MI 48197 City of Ypsilanti	8/12/2016	\$29,200	\$4,885	OWNER REQUEST YPC 1-W183A NLY 50 FT OF SLY 300 FT OF WLY 120 FT OF A PARCEL OF LD LYING AT NE COR FRANKLIN & ORCHARD STS, KNOWN AS LOT 83, WORDEN GARDENS, UNRECORDED., SPLIT ON 11/15/2000 FROM 11-11-39-167-005; OWNER REQUEST YPC 1-W183B NLY 50 FT OF SLY 350 FT OF WLY 120 FT OF A PARCEL OF LD LYING AT NE COR FRANKLIN & ORCHARD STS, KNOWN AS LOT 84, WORDEN GARDENS, UNRECORDED., SPLIT ON 11/15/2000 FROM 11-11-39-167-005;
	11-11-39-430-006 & -007	433 & 435 Worden St Ypsilanti, MI 48197 City of Ypsilanti	8/12/2016	\$77,800	\$17,730	*OLD SID - 11 11-010-148-00 YP CITY 1-W126 NLY 52'-SLY 290'-WLY 132' OF LD LYING AT NE COR FREDERICK & WORDEN STS, OR LOT 26 WORDEN GARDENS UNRECORDED. *OLD SID - 11 11-010-147-00 YP CITY 1-W125 NLY 52'-SLY 238'-WLY 132' OF LD LYING AT NE COR FREDERICK & WORDEN STS, OR LOT 25, WORDEN GARDENS UNRECORDED.

** Per Michigan Constitution, assessed value shall not exceed 50% of true cash value (Article 9, Section 3).

*** Includes all delinquent taxes, interest, penalties, fees, costs, and expenses.



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Washtenaw County Treasurer

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Auction Item Number	Parcel Identification Number	Address and Municipality	Auction Date	2016 Assessed Value x 2**	Minimum Bid***	Legal Description
	11-11-39-432-001	705 Franklin St Ypsilanti, MI 48197 City of Ypsilanti	7/22/2016	\$32,600	\$7,870	*OLD SID - 11 11-010-233-00 YP CITY 1-W211 ELY 100'-NLY 124' OF LD. LYING AT SW COR. FRANKLIN & ORCHARD STS. OR LOTS 111 & 112, WORDEN GARDENS, UNRECORDED.
	11-11-39-440-007	845 Frederick St Ypsilanti, MI 48197 City of Ypsilanti	8/12/2016	\$49,400	\$25,969	*OLD SID - 11 11-840-014-00 YP CITY 57W-14 LOT 14 WIARD'S SUBDIVISION OF LOTS 25 TO 45, INCLUSIVE OF HAWKINS ADDITION.
	11-11-40-463-044	616 W Michigan Ave Ypsilanti, MI 48197 City of Ypsilanti	7/22/2016	\$0	\$4,445	BNDRY ADJUST OWNER REQUEST 4/12/2011 YPC 10W-68A LOT 71, ASSESSOR'S PLAT NUMBER 10.
	B -02-08-368-009	Main St Whitmore Lake, MI 48189 Township of Northfield	7/22/2016	\$40,600	\$2,626	*OLD SID - B 02-008-045-00 NO 8-13B-1 COM AT SW COR OF SEC, TH N 87 DEG 15' E 201.4 FT ALNG SLN OF SEC, TH N 4 DEG 42'30" E 201.71 FT TO POB, TH N 4 DEG 42'30" E 277.76 FT, TH S 69 DEG 11' E 300 FT MORE OR LESS TO LAKE SHORE, TH SLY ALNG LAKE SHORE TO A POINT N 87 DEG 15' E FRM POB, TH S 87 DEG 15' W 258 FT MORE OR LESS TO POB, SEC 8, T1S-R6E; CONT 1.43 ACRES
	Northfield Parks	Walnut Dr Et Al. Forest Dr Butternut Dr Raphael Ave Whitmore Lake, MI 48189 Township of Northfield	7/22/2016	\$2,800	\$3,579	*OLD SID - B 02-115-457-00 NO 45-565 LOT 1055 WHITMORE LAKE SUMMER HOMES SUBD'N. *OLD SID - B 02-115-299-00 NO 45-351 LOT 577 & 578 WHITMORE LAKE SUMMER HOMES SUBD'N. *OLD SID - B 02-115-423-00 NO 45-520 LOTS 949-952 INCL. WHITMORE LAKE SUMMER HOMES SUBD'N. *OLD SID - B 02-090-296-00 NO 40-624 LOT 624 LINCOLN REALTY CO., HORSESHOE LAKE SUBDIVISION.
	B -02-17-226-003	Shady Beach Dr Whitmore Lake, MI 48189 Township of Northfield	8/12/2016	\$9,800	\$1,446	*OLD SID - B 02-060-034-00 NO 38-39 LOT 39 HORSESHOE LAKE DEVELOPMENT CO'S SHADY BEACH SUBDIVISION.
	B -02-17-229-007 & -010	Elm St & Grove Dr Whitmore Lake, MI 48189 Township of Northfield	8/12/2016	\$2,600	\$1,572	OLD SID B-02-060-149-00 NO 38-218 LOT 218 HORSESHOE LAKE DEVELOPMENT CO'S SHADY BEACH SUBDIVISION. OLD SID B-02-060-153-00 NO 38-225 LOT 225 HORSESHOE LAKE DEVELOPMENT CO'S SHADY BEACH SUBDIVISION.
	B -02-17-232-001	Delaware Rd Whitmore Lake, MI 48189 Township of Northfield	7/22/2016	\$9,400	\$1,260	*OLD SID - B 02-060-265-00 NO 38-391 LOT 391 HORSESHOE LAKE DEVELOPMENT CO'S SHADY BEACH SUBDIVISION.
	B -02-17-261-013	Glenmoor Dr Whitmore Lake, MI 48189 Township of Northfield	8/12/2016	\$2,800	\$1,047	*OLD SID - B 02-060-340-00 NO 38-527 ALL THAT PART OF LOTS 527 & 583 WHICH LIES ELY OF A LINE 50 FT ELY OF, MEASURED AT RIGHT ANGLES, AND PARALLEL TO THE SURVEY CENTER LINE FOR THE E SERVICE ROAD OF HWY. U.S. 23 HORSESHOE LAKE DEVELOPMENT CO'S SHADY BEACH SUBDIVISION.
	B -02-18-185-003	Coyte Rd Whitmore Lake, MI 48189 Township of Northfield	7/22/2016	\$3,600	\$1,105	*OLD SID - B 02-060-346-00 NO 38-555 LOT 555 HORSESHOE LAKE DEVELOPMENT CO'S SHADY BEACH SUBDIVISION; LOT DIMEN: 35.00 X 130.00
	B -02-21-400-019	1960 E North Territorial Rd Whitmore Lake, MI 48189 Township of Northfield	8/12/2016	\$34,600	\$4,990	NO 21-13 REWRITE 2/8/91 COM AT SE COR SEC 21, TH N 02-16-04 E 831.81 FT TO POB, TH N 83-11-14 W 314.00 FT, TH N 02-16-04 E 215.00 FT, TH S 83-11-14 E 217.12 FT; TH 98.02 FT ALNG ARC OF CURV RT-RAD, 572.40 FT, CH S 78-16-53 E 97.90 FT, THS 02-16-04 W 206.60 FT TO POB. PT OF SE 1/4, SEC 21, T1S-R6E; CONT 1.54 ACRES

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Catherine McClary, CPFO, CPFIM
Washtenaw County Treasurer

Phone: 734-222-6600
Fax: 734-222-6632
Email: taxes@ewashtenaw.org

Auction Item Number	Parcel Identification Number	Address and Municipality	Auction Date	2016 Assessed Value x 2**	Minimum Bid***	Legal Description
	D -04-05-200-003	Weiman Dr Pinckney, MI 48169 Township of Dexter	7/22/2016	\$200	\$1,436	ASSR REQ 09/13/04 DE 5-2C PCL "D" COM AT S 1/4 COR SEC 32, T1N-R4E SAID PT BEING THE SW COR OF HI-LAND LAKE SUB. NO. 4, LIVINGSTON CNTY, TH S 89-20-40 E 136.81 FT TO POB, TH CONT S 89-20-40 E 39.77 FT TO TRAV LN., TH CONT 3 FT TO SHORE LN., TH SWLY ALNG SHORE LN. TO PT WHICH LIES S 02-42-00 E OF POB, TH N 02-42-00 W 3 FT TO TRAV LN., TH CONT N 02-42-00 W 10 FT TO POB. PT OF NW 1/4 OF SEC 5, T1S-R4E, 0.01 AC. SPLIT ON 09/30/2004 FROM D -04-05-300-001;
	H -08-24-350-004	Vont Dexter-Ann Arbor Rd Ann Arbor, MI 48103 Township of Scio	8/12/2016	\$14,600	\$3,199	COM AT W 1/4 POST OF SEC 24, T2S, R5E; TH S 436-65 FT IN THE WEST LINE OF SAID SEC, TH CONT IN SAID WEST LINE 230 FT; TH S 76-18-00 E 200 FT FOR A POB; TH N 76-18-00 W 200 FT; TH N 02-10-00 E 30 FT IN WEST LINE OF SEC; TH E 76-18-00 E 218 FT; TH N 02-10-00 E 200 FT; TH SE'LY 76-18-00 TO N'LY ROW OF M-14; TH SW'LY ALG N'LY ROW OF M-14 TO A POINT OF INTERSECTION OF A LINE EXTENDING S 02-10-00 W FR POB; TH N 02-10-00 E TO POB, 0.90 AC.
	J -10-35-372-008	9170 Panama Ave Ypsilanti, MI 48198 Charter Township of Superior	7/22/2016	\$110,000	\$30,334	*OLD SID - J 10-358-683-00 SU 55-8 LOT 683 WOODLAND ACRES SUB NO 8
	K -11-02-305-002	1676 Holmes Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	8/12/2016	\$53,000	\$20,457	YP#76-248A LOT 248 AND W 30 FT OF LOT 249 LAY GARDEN SUB.
	K -11-02-326-030	793 N Ford Blvd Ypsilanti, MI 48198 Charter Township of Ypsilanti	7/22/2016	\$39,600	\$9,310	YP# 58-201 LOT 201 EAST PARK SUBDIVISION.
	K -11-02-458-007	E Michigan Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	8/12/2016	\$8,400	\$2,547	YP# 55-35 LOT 449 DEVONSHIRE SUBDIVISION NO. 4.
	K -11-03-178-001	1324 Wendell Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	8/12/2016	\$49,400	\$8,997	YP#134-89 LOT 295 WASHTENAW CONCOURSE NO 3.
	K -11-03-178-030	1367 Hunter Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	9/9/2016	\$52,200	\$13,176	YP#134-87 NWLY 31.97 FT OF LOT 293 & SELY 18.03 FT OF LOT 294 WASHTENAW CONCOURSE NO 3.
	K -11-03-479-022	667 N Ivanhoe Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	7/22/2016	\$10,800	\$6,794	YP# 99-33 LOT 33 TOWNSEND'S SUBDIVISION.
	K -11-10-433-003	1044 Parkwood Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	8/12/2016	\$12,600	\$4,534	YP# 68-74 LQT 74 HILL CREST SUBDIVISION.

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List of Tax Foreclosed Properties

Auction 2016

Washtenaw County, Michigan

Please Note: The Treasurer has the right to withdraw any property on this list prior to the auction. Please contact the office for up to date information.

All bidding is done online. Please read the terms and conditions before bidding.

All attempts were made for accuracy and proof-reading. Please report any errors you may find to taxes@ewashtenaw.org

Catherine McClary, CPFD, CPFIM
Washtenaw County Treasurer

Phone: 734-222-6600
Fax: 734-222-6632
Email: taxes@ewashtenaw.org

Auction Item Number	Parcel Identification Number	Address and Municipality	Auction Date	2016 Assessed Value x 2**	Minimum Bid***	Legal Description
	K -11-10-434-007	1018 Maplewood Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	7/22/2016	\$21,600	\$26,377	YP# 68-118 LOT 118 HILL CREST SUBDIVISION.
	K -11-11-384-020	830 Calder Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	9/9/2016	\$40,600	\$9,291	YP# 89-259 LOT 366 SOUTH DEVONSHIRE SUBDIVISION NO. 1.
	K -11-14-212-006	1976 Mary Cathenne St Ypsilanti, MI 48198 Charter Township of Ypsilanti	7/22/2016	\$55,600	\$14,050	YP#110D-21 LOT 480 WESTWILLOW UNIT FIVE.
	K -11-14-308-004	1556 Harry St Ypsilanti, MI 48198 Charter Township of Ypsilanti	10/14/2016	\$51,400	\$16,242	YP#110J-12 LOT 736 WESTWILLOW UNIT 10.
	K -11-14-441-028	2215 Harmon St Ypsilanti, MI 48198 Charter Township of Ypsilanti	8/12/2016	\$10,000	\$11,694	YP# 126-166 LOT 558 NANCY PARK NUMBER 7.
	K -11-21-180-006	Hubbard St Ypsilanti, MI 48197 Charter Township of Ypsilanti	7/22/2016	\$68,000	\$6,790	YP#46-112A LOTS 112 THRU 121 INCL. & LOTS 124 THRU 143 INCL CADILLAC HGTS SUB.
	K -11-23-300-037	Textile Rd Ypsilanti, MI 48197 Charter Township of Ypsilanti	8/12/2016	\$211,000	\$22,663	COM AT THE SW 1/4 COR SECTION 23, TH S 89-59-40 E 374.41 FT TO POB; TH N 00-55-30 W 494.98 FT; TH N 89-58-30 W 40.40 FT; TH N 00-55-30 W 352.85 FT; TH S 89-58-30 E 179.69 FT; TH N 00-55-30 W 1018.03 FT; TH S 89-12-30 E 788.98 FT; TH S 01-05-00 E 1855.09 FT, TH N 89-59-40 W 933.15 FT TO POB. CONTAINING 36.83 ACRES. T3S-R7E. WASHTENAW COUNTY SPLIT ON 07/08/2003 FROM K -11-23-300-035.
	K -11-24-135-022	2977 Grove Rd Ypsilanti, MI 48198 Charter Township of Ypsilanti	7/22/2016	\$102,600	\$9,569	COM AT N 1/4 POST OF SEC 24 TH S ALONG THE NS 1/4 LINE OF SEC 1502.98 FT, TH S 87-49-00 E 597.33 FT TO P.O.B.; TH S 87 -49-00 E 154.13 FT TO THE CENTERLINE OF MOELLER AVE, TH ALONG SAID CENTERLINE NORTH 181 FT, TH S 89-6-30 W 101.00 FT, TH N 11 FT, TH N 89-7-48 W 52.98 FT, TH S 185.26 FT TO P.O.B. CONTAINING .6394 AC T3S R7E WASHTENAW COUNTY SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD
	K -11-24-136-001	2123 Moeller Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	7/22/2016	\$45,000	\$21,046	YP# 69-477 LOTS 774 AND 775, EXC THE SLY 5.0 FT OF LOT 775 HURON DAM SUBDIVISION.
	K -11-24-211-012	2170 Wooddale Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	9/9/2016	\$66,200	\$10,081	YP# 69-795 LOT 1092 HURON DAM SUBDIVISION.
	K -11-24-215-048	2677 Brooklyn Dr Ypsilanti, MI 48198 Charter Township of Ypsilanti	8/12/2016	\$116,400	\$15,299	BLDG 14 UNIT 48 RIVERGROVE VILLAGE CONDOMINIUMS

** Per Michigan Constitution, assessed value shall not exceed 50% of true cash value (Article 9, Section 3).

*** Includes all delinquent taxes, interest, penalties, fees, costs, and expenses.



<http://www.auction.com/washtenaw>

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Washtenaw County, Michigan

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Auction Item Number	Parcel Identification Number	Address and Municipality	Auction Date	2016 Assessed Value x 2**	Minimum Bid***	Legal Description
	K-11-39-321-011	397 Elder St Ypsilanti, MI 48197 Charter Township of Ypsilanti	9/9/2016	\$66,000	\$7,689	YP# 62-47 LOTS 47 & 48 FIRWOOD HILLS SUBDIVISION
	Wellesley Gardens	5602, 5610, 5618 Hampshire Ln Ypsilanti, MI 48197 Charter Township of Pittsfield	7/22/2016	\$30,000	\$5,457	M.D. L4400 P413 06/17/04 UNIT 165 WELLESLEY GARDENS CONDOMINIUM. FOURTH AMENDMENT SPLIT ON 01/30/2003 FROM L -12-23-300-032, L -12-23-300-033, L -12-23-300-038, L -12-23-200-014; M.D. L4400 P413 06/17/04 UNIT 166 WELLESLEY GARDENS CONDOMINIUM. FOURTH AMENDMENT SPLIT ON 01/30/2003 FROM L -12-23-300-032, L -12-23-300-033, L -12-23-300-038, L -12-23-200-014; M.D. L4400 P413 06/17/04 UNIT 167 WELLESLEY GARDENS CONDOMINIUM. FOURTH AMENDMENT SPLIT ON 01/30/2003 FROM L -12-23-300-032, L -12-23-300-033, L -12-23-300-038, L -12-23-200-014;

** Per Michigan Constitution, assessed value shall not exceed 50% of true cash value (Article 9, Section 3).

*** Includes all delinquent taxes, interest, penalties, fees, costs, and expenses.

RESOLUTION 2016-24

APPLICATION FOR LAYING OUT AND DESIGNATING A DRAINAGE DISTRICT

TYLER ROAD DRAIN

At a Regular meeting of the Ypsilanti Charter Township Board, held in Washtenaw County, State of Michigan on the 21st day of June, 2016, at 7:00p.m.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and seconded by _____

WHEREAS, the Township requests the laying out and designating of a county drain drainage district, located in Washtenaw County, pursuant to the Chapter 3 of Public Act 40 of 1956, as amended; and

WHEREAS, the Township has determined that the laying out and designating of the proposed drainage district is necessary for the public health in the Township; and

WHEREAS, the Township will be liable for an assessment at large against it for a percentage of the cost of the proposed drain.

NOW, THEREFORE BE IT RESOLVED THAT, the Township Board does authorize the filing of an application with the Washtenaw County Water Resources Commissioner for the laying out and designating of a drainage district.

BE IT FURTHER RESOLVED THAT the Supervisor is authorized to execute the application for the laying out and designating of a drainage district.

BE IT FURTHER RESOLVED that the Clerk shall forward to the Washtenaw County Water Resources Commissioner a copy of this Resolution for the application for laying out and designating a drainage district.

YPSILANTI CHARTER TOWNSHIP

Dated: _____

By: Brenda Stumbo
Its: Supervisor

Yeas:
Nays:
Abstain:
Absent:

Resolution No.

I, the undersigned, being duly qualified and acting Clerk of Ypsilanti Charter Township, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Township Board for the Charter Township of Ypsilanti at a regular meeting held on the ____ day of _____, 20__, and that notice of said meeting was given in accordance with the Open Meetings Act.

Karen Lovejoy-Roe, Clerk
Charter Township of Ypsilanti

Date

YPSILANTI CHARTER TOWNSHIP

APPLICATION FOR LAYING OUT AND DESIGNATING
A DRAINAGE DISTRICT

TYLER ROAD DRAIN

To the Washtenaw County Water Resources Commissioner:

The undersigned is Ypsilanti Charter Township, Washtenaw County, Michigan. This application has been duly authorized by the governing body of Ypsilanti Charter Township and requests that the Tyler Road Drain Drainage District be laid out and designated under the provisions of Chapter 3 of Public Act 40 of 1956, as amended.

The proposed drain is necessary for the public health, convenience or welfare and is further necessary for the protection of the public health of Ypsilanti Charter Township.

Ypsilanti Charter Township will be liable for an assessment at large against it for a percentage of the cost of the proposed Tyler Road Drain.

The tentative location of the proposed Tyler Road Drain is as follows:

Route and Course beginning on the south line of Section 12 Charter Township of Ypsilanti, T3S R7E at Tyler Road; thence traversing northwesterly 8000 feet more or less to a point on US-12 in Section 1 Charter Township of Ypsilanti, T3S R7E

Dated: _____, 20_____

By:
Its:

By:
Its:

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



Charter Township of Ypsilanti
Residential Services Division

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484.0073
Fax: (734)544.3501

www.ytown.org

MEMORANDUM

To: Ypsilanti Township Board of Trustees

From: Jeff Allen, Director – Residential Services Department

Date: June 13, 2016

RE: Tyler Dam Draw Down Project- Committing \$1,918,945 to the joint project with YCUA

As you may recall, we have been working for years on the Tyler Road dam project. More recently, YCUA has recently also been interested in replacing their trestle that goes over Tyler Pond. On June 14, this project was re-bid along with the Township’s Tyler Pond lowering project. Dan’s Excavating was determined as the low bidder and YCUA has already conducted their vetting process on this contractor.

The Township’s portion of this project will cost \$1,918,495. This will allow the Tyler Pond to be lowered to operate more like a river as opposed to the current pond. The State of Michigan agrees that this work will address their concerns on the dam structure as it currently sits. It should be pointed out that without the YCUA project’s joint help, this same project would not be allowed to use SRF funds and would cost over \$900,000 more.

Furthermore, last year, you authorized the joint project to be run by YCUA’s staff. This is truly a tremendous joint venture of operations, utilizing staff of both and 2 engineering firms.

The Township will have some additional expenses for Stantec to continue to monitor field services work, including inspections during the construction. This is at the request of YCUA and their engineer, Spicer Group, as Stantec did the initial plans for the Township’s portion. We do not expect the total of the project and the oversight to be over \$2,000,000 (\$1,918,495 + estimated \$80,000 for Stantec). I do expect that Stantec will have a summary of these services ready to present at the Board meeting.

Also, please note that we expect all of the Township’s expenses to be in the 2017 calendar year and would budget as such. We are also bringing forward a request to petition the Washtenaw County Water Resource Commission “to create a drainage district” for this area. We expect this to reduce the Township’s expenses by assessing the surrounding properties for their storm water. So the \$1,918,495 is a worst case scenario, but we expect it to be more in line with under \$1M.

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



Charter Township of Ypsilanti
Residential Services Division

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484.0073
Fax: (734)544.3501

www.ytown.org

MEMORANDUM

To: Ypsilanti Township Board of Trustees

From: Jeff Allen, Director – Residential Services Department

Date: June 10, 2016

RE: Approval of agreement with Tetra-Tech for the final well abandonment in the amount of \$6,762

Please find attached the final piece to the closure of the monitoring wells behind the Community Center and Green Oaks Golf Course. It is an agreement to hire Tetra-Tech to remove the monitoring wells that were installed for the UST leak ID #C-0050-98 at the Community Center years ago. It also includes a detail on all the wells and process to be used to remove them.

The price includes removing 13 wells using a drill rig to get them out. They will then restore the area to its normal condition of asphalt or turf/soil.

We are bringing a budget amendment forward to you in the same amount of \$6,762 in account #101.956.000.818.021. This account has been used to pay for this monitoring in the past and with the final closure report filed in December, I thought the project complete, so I didn't budget for this. Over the past few months, I have learned that it would be better to remove these wells, so there will be no opportunity of further issues with this project.



May 12, 2016

Mr. Jeff Allen
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, Michigan 48197

**Re: Ypsilanti Township Community Center Well Abandonment Proposal
Facility ID # 00038536**

Dear Mr. Allen:

Tetra Tech is pleased to submit this proposal to complete closure activities for UST leak ID #C-0050-98 at the Ypsilanti Township Community Center. The attached letter, dated March 16, 2016 from Mr. Mitch Adelman of the Michigan Department of Environmental Quality (MDEQ) Remediation and Redevelopment Division (RRD), acknowledges closure based on submittal of the December 9, 2015 *LUST Closure Report*. Therefore, Tetra Tech recommends that the groundwater monitoring wells are decommissioned and abandoned. Tetra Tech has developed the following scope of work to abandon the monitoring wells:

SCOPE OF WORK

Proper well abandonment is necessary to eliminate potential conduits of contamination from the surface to groundwater. The monitoring well network is made up of 13 wells. Well construction information is as follows, and locations are provided in the attached **Figure 1**:

Well #	Well Type	Material	Ground Cover	Screened Interval
MW-1	2" Monitoring	PVC	Asphalt	10 – 15
MW-2	2" Monitoring	PVC	Soil/Grass	10 – 15
MW-3	2" Monitoring	PVC	Soil/Grass	10 – 15
MW-4	2" Monitoring	PVC	Asphalt	23 – 28
MW-5	2" Monitoring	PVC	Asphalt	10 – 15
MW-6	2" Monitoring	PVC	Soil/Grass	10 – 15
MW-7	2" Monitoring	PVC	Soil/Grass	9 – 14
MW-8	2" Monitoring	PVC	Soil/Grass	10.5 – 15.5
MW-9	2" Monitoring	PVC	Soil/Grass	8 – 13
MW-10	2" Monitoring	PVC	Soil/Grass	6 – 11
MW-11	NAPL Monitoring	PVC	Asphalt	--
MW-12	NAPL Monitoring	PVC	Soil/Grass	--
MW-13	NAPL Monitoring	PVC	Soil/Grass	--

Monitoring wells will be decommissioned in accordance with ASTM D 5299-92, “Standard Guide for Decommissioning Ground Water Wells, Vadose Zone Monitoring Devices, Boreholes, and Other



Devices for Environmental Activities.” Our standard operating procedure is attached and is summarized below.

- Measure and confirm depth and diameter of each well.
- Remove well cover, collar, and concrete pad for each well.
- Pull monitoring well casing from original placement. If the well cannot be removed from the ground, it will be left in place and cut 1-2 feet from the surface.
- Grout monitoring well to within 1 foot of the surface using hydrated bentonite chips.
- Restore to surface with topsoil or concrete.
- Dispose of well cover and casing material in on-site dumpster. All material is non-hazardous.

A brief summary letter and monitoring well abandonment logs will be filed with the MDEQ.

PROJECT TEAM

Personnel familiar with this project will complete the work described above. Our project team will include Mr. Daniel Sopoci, Mr. Nate Jessee, and Mr. Ben Adams. Other Tetra Tech staff will be available as needed.

PROPOSED SCHEDULE

Well abandonment will be completed in two business days. We are prepared to perform the above scope of work immediately upon authorization. You will be notified of our proposed schedule for well abandonment to avoid conflicts with site operations.

BUDGET

Tetra Tech has developed a proposed budget of **\$6,762** for completing the above scope of work. Compensation for our personnel directly engaged in the work of this proposal will be on a time and materials basis plus reimbursable expenses and this budget will not be exceeded without written authorization of the Charter Township of Ypsilanti.

If you concur with this proposal, please sign the attached terms and conditions, which will serve as our formal authorization to proceed. We appreciate this opportunity to be of continued service to the Charter Township of Ypsilanti and look forward to completing this project. Please call me at (734) 213-4073 if you have any questions or would like to discuss this proposal further.

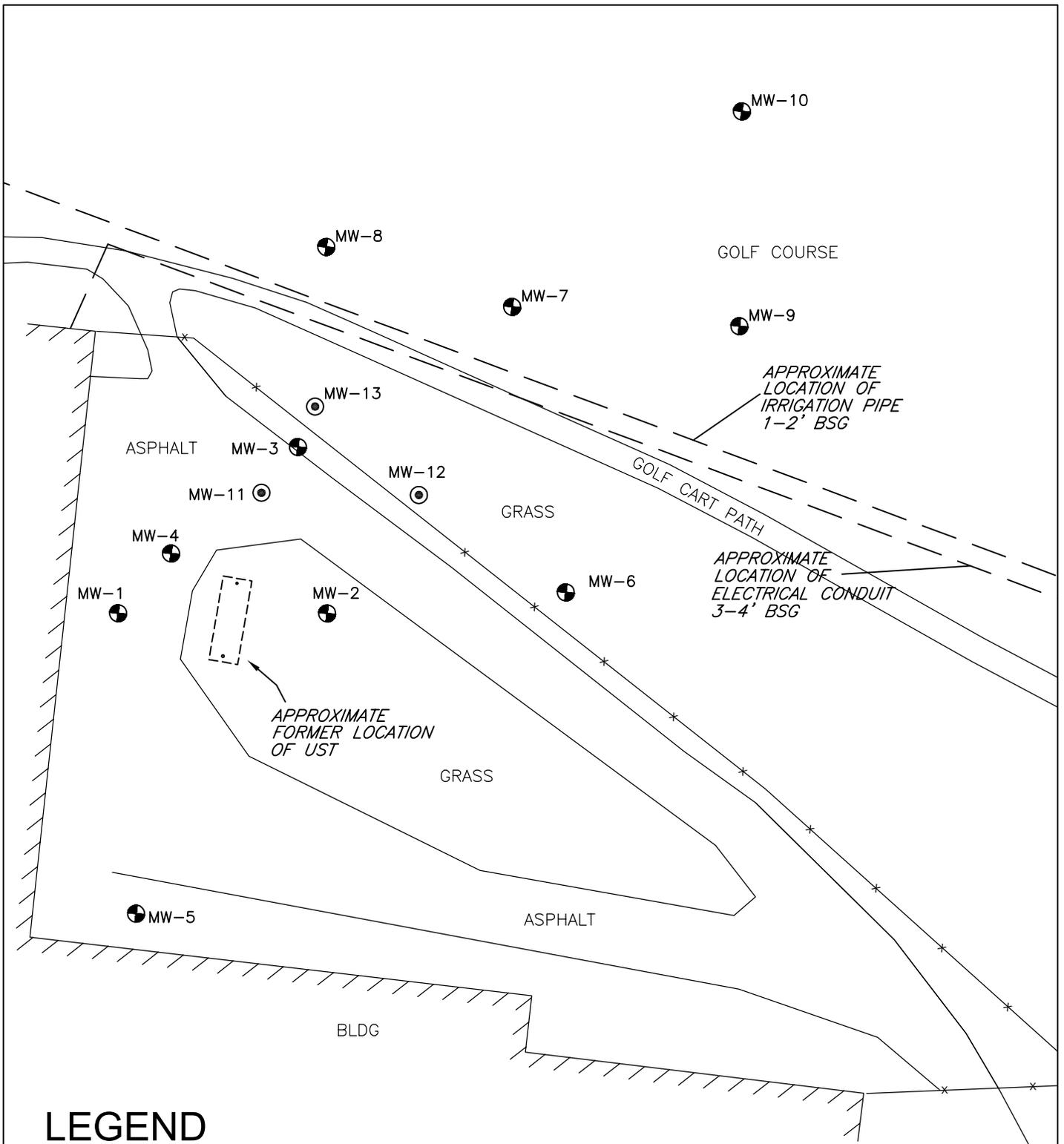
Sincerely,

Handwritten signature of Daniel Sopoci in black ink.

Daniel Sopoci, CHMM
Project Manager

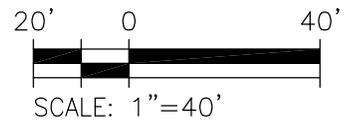
Handwritten signature of Michael Kovacich in black ink.

Michael Kovacich, CPG, CP
Operations Manager



LEGEND

-  MW-1 MONITORING WELL
-  MW-11 NAPL RECOVERY WELL
-  FENCE



CHARTER TOWNSHIP OF YPSILANTI
 YPSILANTI TOWNSHIP COMMUNITY CENTER
 YPSILANTI, MICHIGAN

SITE LAYOUT

FIGURE

1



RATES AND TERMS TIME AND MATERIALS AGREEMENT

Effective September 28, 2015 – September 30, 2016

Client: Ypsilanti Township

Proposal Dated: May 12, 2016

Project Name: Well Abandonment

Total Value: \$ 6,762

BILLING RATES

Staff

Charges for work performed on the project, including office and field time, will be calculated and billed on the basis of the staff category hourly rates shown below in U.S. currency. Work continuing beyond the above effective dates will be subject to the new rates that will be established for each new fiscal year. The following hourly rates are fully loaded with overhead and fee.

Staff Category	Rate/Hour	Staff Category	Rate/Hour
Senior Principal Engineer/Scientist	\$260 - \$322	Project Engineer/Scientist	\$ 77 - \$110
Principal Engineer/Scientist	\$172 - \$252	Staff Engineer/Scientist	\$ 57 - \$ 95
Associate Engineer/Scientist	\$136 - \$196	Technician	\$ 43 - \$ 110
Senior Engineer/Scientist	\$ 97 - \$217	Other Support Staff	\$116 - \$ 224
Senior Project Engineer/Scientist	\$ 83 - \$165	Clerical/Project Admin./Drafting	\$ 50 - \$106

All staff personnel have been classified in the above staff categories based on discipline skills, education and experience level. Time spent in either inter-city or local travel will be billed in accordance with the foregoing schedule, except that no more than eight hours of travel time will be charged in any single day. Overtime hours worked, if authorized by the client, will be charged as quoted above.

TERMS

Expert Testimony

Expert witness testimony or participation at hearings or depositions, including necessary preparation time, will be charged at 150% of the rate quoted above.

Invoicing and Payment

Invoice statements will be issued either semi-monthly or monthly (at Tetra Tech's sole discretion) itemizing the staff categories worked and Other Direct Costs incurred in the performance of the project. Payments shall be sent to the address appearing on the invoice. All payments shall be made by Client within thirty (30) days of receipt of invoice. Invoices not paid within thirty days shall be subject to interest from the 31st day at the rate of 1-1/2% per month (18% per annum). Tetra Tech reserves the right to request either a Letter of Credit for the full contract amount or an up front financial retainer from which to work. Tetra Tech additionally reserves the right to stop work without further liability if Client fails to honor and adhere to the payment terms specified herein.

Credit Review

The provision of Services under this Agreement is subject to Tetra Tech's initial and continuing credit review of Client. If requested by Tetra Tech, Client shall furnish financial information to Tetra Tech for the purpose of determining Client's creditworthiness. Any financial information furnished to Tetra Tech shall be treated by Tetra Tech as Confidential Information. Tetra Tech may also rely on information obtained from independent parties (e.g., Dunn & Bradstreet). If Tetra Tech determines that a financial security is warranted, Tetra Tech reserves the right to require that Client provide a financial guarantee in a form reasonably acceptable to Tetra Tech (e.g., Letter of Credit, Payment Bond, retainer, monthly pre-payment, etc.). If Client fails to provide the requested guarantee within fifteen (15) business days following such request, Tetra Tech shall have the right to decline to accept any new Work, and to suspend the provision of Services until the day such guarantee is provided to Tetra Tech. Client's continued failure to provide the requested guarantee may result in the termination of the Agreement.

Other Direct Costs

Charges for Other Direct Costs and facilities furnished by Tetra Tech are computed on the basis of actual cost plus ten percent. This override covers the costs associated with cost of money, the risks associated with our responsibility for delivery on behalf of subcontractors, assorted administrative time, etc. Examples of such items which are directly attributable to the project include: shipping charges; printing; special fees; permits; special insurance and licenses; subcontracts; reproduction; equipment rental; and miscellaneous materials. Travel and travel-related expense are also computed on the basis of actual cost plus ten percent. A charge equal to 4.5% of total labor will be included on each invoice in place of itemized billing for the following in-house expenses: office supplies, in-office telephone calls, facsimiles, postage, in-house photocopying, and immaterial overnight express charges.

Estimated Cost

Tetra Tech will perform the work and accomplish the objectives defined within the estimated costs and schedule proposed unless there are circumstances beyond our control. The estimated costs and schedule proposed are based on our best judgement of the requirements known at the time of the proposal. Successful completion within cost and schedule limits can be influenced - favorably or adversely - by changes in work scope and schedule as dictated by client needs and by presently unforeseen circumstances. Tetra Tech will notify the client in advance if schedule or costs are expected to exceed the estimate. In such event, the client may wish to: (1) authorize additional funds to complete the work as originally defined; (2) redefine the scope of work in order to fit the remaining funds; or (3) request that work be stopped at a specific expenditure level. If option 3 is chosen, Tetra Tech will turn over such data, results and materials completed at the authorized level without further obligation or liability to either party except for payment for work performed.

Limited Warranty

Tetra Tech will render services in a professional manner and use that degree of care and skill ordinarily exercised under similar conditions by reputable and competent environmental consultants practicing in the same or similar locality of the services provided. No other warranty, whether expressed or implied, is made or intended for services performed or provided. Client assumes all responsibility and shall defend and hold harmless Tetra Tech for Client's decisions relating to its use(s) of the services provided and reliance thereon.

Relationship of Parties

Tetra Tech will act solely as an independent contractor of the Client and not as the Client's agent for any purpose. Neither Tetra Tech nor Client may enter into any agreement or assume any obligation for the other, and nothing herein may be construed to establish any partnership, joint venture or principal-agent relationship between Tetra Tech and the Client.

Indemnification of Parties

Both Tetra Tech and Client agree to and hereby do defend, indemnify, protect and hold harmless each other and their officers, directors, agents, employees, and invitees, from and against all liability, claims, actions, damages, and judgments, together with costs and expenses (including reasonable attorney's fees) for injuries to or illnesses or death of any and all persons and losses of or damages to property caused by, resulting from, occurring in connection with, or arising out of the negligence or willful misconduct of the indemnifying party to the extent of the negligence or willful misconduct of the indemnifying party. In no event shall Tetra Tech, its officers, directors, employees and agents be liable for and Client agrees to defend, indemnify and hold harmless, all at its cost and expense, Tetra Tech, its officers, directors, employees or agents from and against all liabilities, claims, demands, losses, costs, damages, actions, suits or other proceedings (including, but not limited to, any air, ground or water pollution or environmental impairment) by whomsoever made, including claims for bodily injuries, death and physical property loss or damage brought or prosecuted in any manner based upon, occasioned by, or attributable to, arising out of or in any manner connected with or related to Tetra Tech's performance of work that may be made or brought against Tetra Tech for: (i) any claims or causes of action arising out of the ownership, transportation and/or disposal of any contaminated materials; (ii) any claims or causes of action arising out of subsurface conditions or damage to subsurface structures whether owned by Client or any third party, the presence or location of which were not revealed to Tetra Tech by the Client in writing prior to the commencement of Tetra Tech's performance, (iii) any claims or causes of action arising under the Resource Conservation and Recovery Act as amended, the Toxic Substances and Control Act, as amended and the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (iv) any third party claims or causes of action; and (v) any expenses incurred by Tetra Tech in connection therewith (including reasonable attorney's fees), as such expenses are incurred.

Limitation of Liability

Neither party hereto, nor its affiliates, its subcontractors, or vendors of any tier, shall be liable to the other party or its affiliates in any action or claim for loss of profit, loss of product, loss of use or for any other indirect, consequential or special damages, even if caused by the sole or concurrent negligence of such party and even if advised of the possibility thereof. Client agrees that in consideration of the contract price and the comparative levels of risk taken, all claims for indemnification or contribution from Tetra Tech shall be limited to the amount paid Tetra Tech as total compensation for the applicable Services less amounts paid to its subcontractors or others in connection with the performance of the Services. All claims against Tetra Tech shall be deemed waived unless made by Client in writing and received by Tetra Tech within six months after Tetra Tech has completed that portion of the Services with respect to which the claim is made. Any limitation on or exculpation from liability afforded Tetra Tech by this Agreement shall be applicable regardless of whether the action or claim is based in contract, tort (including negligence), statute, strict liability or otherwise, and shall likewise limit the liability of Tetra Tech's affiliates, subcontractors and vendors of any tier and their respective officers, agents and employees. For purposes of this Article an "affiliate" of a party includes any parent, subsidiary or affiliated corporation, partnership or other legal entity, and its and their officers, agents, employees and insurers. There are no third party beneficiaries of this Agreement and no third party may rely upon the obligations herein or upon the findings of any report produced hereby. This Agreement does not create or confer any legal claim or cause of action in favor of any party not a signatory to this Agreement and the obligations and legal duties imposed on any party by this Agreement are owed exclusively to the other party or parties and are not owed to any party not a signatory to this Agreement.

Confidential Information

Tetra Tech will not knowingly disclose to others any confidential information furnished by the Client in connection with this project. Any information, which the Client intends to be covered by this paragraph, shall be clearly marked "confidential." These restrictions do not apply to information that: (i) Tetra Tech had in its possession prior to disclosure by the Client; (ii) becomes public knowledge through no fault of Tetra Tech; (iii) Tetra Tech lawfully acquires from a party not under any obligation of confidentiality to the Client; or (iv) is independently developed by Tetra Tech. Tetra Tech and its personnel will not publish, in any technical articles or otherwise, information obtained from this project in a manner that would be identifiable with this project without the prior written consent of the Client.

Termination

Either Tetra Tech or Client may terminate this agreement, for whatever cause, by giving seven (7) days' written notice to the other party. Upon such termination, Client shall pay Tetra Tech the costs that Tetra Tech has incurred to the effective date of termination, including reasonable termination expenses.

Disputes

In the event of a dispute under this Agreement, either party shall request a meeting at which the parties shall discuss and attempt to resolve the dispute. Unresolved disputes may be litigated before any court of competent jurisdiction in the Commonwealth of Virginia. Client hereby consents to the jurisdiction of such court.

Force Majeure

Tetra Tech will have no liability for any failure to perform or delay in performance due to any circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, flood, explosion, acts of nature, acts of government, labor disputes, delays in transportation or inability to obtain material or equipment. In the event of any delay in performance due to any such circumstances, the time for performance will be extended by a period of time necessary to overcome the effect of such delay, and the Client will not be entitled to refuse performance or otherwise be relieved of any obligations.

Assignment

The agreement to which these terms and conditions relate and the rights and obligations hereunder may not be assigned or otherwise transferred by the Client without Tetra Tech’s prior written consent and any such attempted assignment or transfer shall be void.

Entire Agreement

The Client's engagement of Tetra Tech to perform work represents the Client's acceptance of the terms and conditions contained herein, which constitute the entire understanding between Tetra Tech and the Client and supersede any previous communications, representations or agreements by either party, whether oral or written. The terms and conditions contained herein take precedence over the Client's additional or different terms and conditions that may be contained in any purchase order, work order, invoice, gate pass, acknowledgment form, manifest or other document forwarded by the Client to Tetra Tech to which notice of objection is hereby given. No change to any of the terms or conditions herein will be valid or binding on either party unless in writing and signed by an authorized representative of Client and by an authorized representative of Tetra Tech. Tetra Tech’s commencement of performance will not be deemed or construed as acceptance of the Client's additional or different terms and conditions.

Severability

If any of the provisions hereof are invalid under any applicable statute or rule of law, such provisions are, to that extent, deemed omitted, but these terms and conditions will remain otherwise in effect.

Applicable Law

The agreement to which these terms and conditions relate shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any questions concerning these Rates and Terms should be addressed to the Tetra Tech Contracts Department at (703) 444-7000.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives.

FOR: Ypsilanti Township
Client

Signature: _____

Name: _____

Title: _____

Date: _____

FOR: Tetra Tech, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

CHARTER TOWNSHIP OF YPSILANTI
CLARK ROAD FIELD LEASE AGREEMENT

THIS LEASE AGREEMENT, entered the 21st day of June, 2016, between the Charter Township of Ypsilanti, hereinafter referred to as “YTWP”, and Play at the Cage with a current address of 227 Monroe Street in Saline, Michigan 48176, hereinafter referred to as “Tenant”.

1. GENERAL:

In consideration of the fee to be paid and of mutual promises contained herein, “YTWP” agrees to lease to “Tenant” the following described facility, on the terms set out herein:

- A. Facility to be used: CLARK ROAD BASEBALL / SOFTBALL DIAMONDS and the adjacent PAVILION and STORAGE BUILDING, hereinafter referred to as the “Facility”.
- B. Name of the Event: Play at the Cage Baseball Leagues and Tournaments
- C. Event Days / Dates: April 1 – October 31, Monday through Sunday. The “Facility” is not available on any dates or at any times from November 1 through March 31.
- D. Type of Event: Sports Activities
- E. Start / Finish Times: May commence at 9:00am daily and must be complete by 10:00pm daily.
- F. Move In/Out Times: May commence at 8:00am daily and must be complete, with lights off, by 11:00pm daily.

2. CONTRACT TERMS AND PAYMENT (Fees):

- A. Start Date: April 1, 2017
- B. End Date: October 31, 2017
- C. Contract Terms: Five (5) year lease agreement
- D. Annual Lease Fee: \$37,638,00 per year (5-year total of \$188,190.00)
 - Full yearly amount payments to be made by April 1 of each year
 - All payments to be made in U.S. Dollars in the form of a Certified Cashier’s Check
- E. Tenants Expenses: In addition to the fee, Tenant agrees to cover all costs for services listed on Section “A” Addendum – Scope of Services of the Contract. Addendum “A” lists all related equipment, products and operating costs covered by “Tenant”. Any additional services (and associated costs) provided by “YTWP” must be agreed upon by both parties prior to any services rendered.

3. OTHER REQUIREMENTS:

If applicable, "Tenant" shall provide a full and detailed outline of ALL services required, but not limited to the following:

- Schedule of dates and times that the "Facility" will be in use, this shall include the move-in and move-out times as well as the beginning and end times of all activities.
- Chair and table set up information.
- Utility hook up requirements, including heat and air conditioning if applicable.
- Any other services, including all additional information for coordinating successful production of the scheduled event.
- The "tenant" shall obtain written approval of the Charter Township of Ypsilanti Residential Services Director, hereinafter referred to as "Director", or his/her designee before bringing materials and/or equipment into the "Facility" listed in this lease agreement. "YTWP" may request additional documentation, if necessary.
- The "Tenant" shall facilitate the continued operation of all current leagues operating at the "Facility" by allowing them to use the "Facility" on their current dates and times.
- The "Tenant" shall not place any type of advertising on, or about, the "Facility" without the prior approval of "YTWP", specifically the Charter Township of Ypsilanti Board of Trustees.
- The "Tenant" agrees to donate at least 2 hours of Indoor Practice time weekly at their indoor training building (the former Willow Run High School) beginning on November 1, 2017 and ending on March 31 of the following year.
- The "Tenant", and its staff, shall conduct coaching clinics, free of charge, at least three (3) times per year and one (1) umpire clinic, free of charge, per year.
- The "Tenant" shall work in collaboration with Ypsilanti Community School system so as to promote baseball and softball participation to the general study population.
- The "Tenant" shall develop a scholarship program to assist Ypsilanti Township families and youth in financial hardship with the opportunity to participate at reduced or no cost rates. The "Tenant" will work in conjunction with the Charter Township of Ypsilanti Recreation Manager, hereinafter referred to as "Manager", to determine the appropriate guidelines and eligibility for a scholarship.

4. VACATION OF THE FACILITY:

"Tenant" agrees to closely follow, and adhere to, the times specified in Sections 1E, 1F, 2A and 2B.

- A. "Tenant" agrees to remove its property from the "Facility" at the times specified in sections 1E, 1F, 2A and 2B, unless granted prior approval in writing from the Charter Township of Ypsilanti Supervisor, hereinafter referred to as "Supervisor". If the "Tenant" fails to surrender the "Facility" at said time, "YTWP" may remove from its "Facility" all effects remaining therein and store same wherever it determines appropriate at the "Tenant's" expense, cost and risk. "YTWP" shall not be liable to "Tenant" for the removing and storing of such effects. "Tenant" shall pay to "YTWP" at the market rate for storage space, as needed. In addition, "Tenant" may be liable to "YTWP" for any claim damages suffered by "YTWP" resulting from "Tenant's" failure to surrender the "Facility" to "YTWP" as agreed.

5. RULES AND REGULATIONS:

The "Tenant" shall comply with all rules, regulations, policies, local ordinances, state and federal laws, including but not limited to:

- A. The use, sale and consumption of alcoholic beverages at the “Facility”, and on adjacent grounds, is prohibited.
- B. The use of tobacco at the “Facility” and on the adjacent grounds is prohibited.
- C. The use, possession and/or sale of any controlled substance on any property owned, or leased by, “YTWP” is prohibited.
- D. No emergency exits at the “Facility” may be blocked at any time.
- E. Parking at the “Facility” is limited to the designated parking lots only. All vehicles parked illegally will be ticketed and/or towed at the owner’s expenses.
- F. “YTWP” reserves the right to prohibit animals or animal shows on “YTWP” owned or leased property.
- G. For sound reinforcement, “YTWP” staff is permitted to only plug a microphone and cord into an appropriate connection and adjust volume levels. Any need for sound reinforcement beyond this capacity shall require the use of a professional service to be contracted by “YTWP” at the “Tenant’s” expense. “Tenant” agrees to notify “YTWP” of any such need in accordance with Section 4 of this contract. At no time, will “Tenant” be granted access to control any sound equipment at the “Facility”.
- H. The use or attachment of any materials on floors, walls or other parts of the “Facility” without prior written approval of the “Supervisor” is strictly prohibited. Any such material shall be erected in manner that will not be destructive to “YTWP” property and must comply with Federal, State and Local regulations. All such materials shall be removed from the “Facility” at the close of the activity, except where other arrangements have been made in advance of the event.
- I. Should “YTWP” deem that a Law Enforcement presence be required at an event, “YTWP” will contract with either the Washtenaw County Sheriff’s Office or another appropriate entity and the “Tenant” shall be responsible to pay all required fees/costs in full prior to the date of the event.
- J. The “Tenant” must satisfy the “Director” that he/she is a responsible person and officially represents a responsible organization; that he/she will guarantee orderly behavior, and will underwrite any damages incurred due to his/her use of the “Facility”; that his/her program is of a nature suitable for presentation in a public institution; that the program will not duplicate, conflict with or compete with any “YTWP” instructional activities; and that the activity is lawful and in conformity with all regulations of “YTWP”. Responsibility for the use of the “Facility” and observance of all regulations shall rest upon the “Tenant”. An additional fee may be required to assure compliance with the above.
- K. By this lease agreement, “YTWP” does not relinquish the right to control the management of the “Facility” or enforce all necessary and proper rules for the management and operation of the “Facility”. “YTWP” hereby reserves the right to eject, at its discretion, objectionable person(s) from the “Facility”.
- L. If the “Tenant’s” representative who signed the Lease Agreement will not be in attendance at the event or activity, a designee suitable to the “Supervisor” must be identified on the Lease Agreement. This designee must be present at the event or activity at all times. The designee shall identify himself/herself to any “YTWP” representative upon request.
- M. Pyrotechnics shall not be used at the “Facility” without prior written approval from the “Supervisor”.

N. "YTWP" reserves the right to impose additional restrictions when such restrictions will be in the best interests of "YTWP".

6. DEFAULT:

Should the "Tenant" default in the performance of any terms and/or conditions of the Lease Agreement, "YTWP", at its option, may terminate the Lease Agreement. Any monies paid to "YTWP" shall be retained by "YTWP" and shall be considered as payment of liquidated damages. In addition, "YTWP" reserves the right to terminate the Lease Agreement without cause, upon written notice to the "Tenant". Upon termination, refunds of monies paid will be made in accordance with "YTWP" guidelines.

7. INSURANCE:

"Tenant" shall provide Worker's Compensation Insurance Coverage for "Tenant's" employees and shall carry General Liability Insurance by companies authorized to do business in the State of Michigan. Liability insurance shall have limits at least in the following amounts:

- \$2,000,000 for all claims arising out of a single accident or occurrence, and
- \$2,000,000 for claims of any one person arising out of a single accident or occurrence, and
- \$500,000 for property damage: the term of such coverage to coincided with the dates of this Lease Agreement, including move in and move out.

Certificate of Insurance showing "YTWP" named as an additional insured in the said policy or policies of Liability Insurance **shall be provided not less than 30 days in advance of the date of the event.**

Additional insurance and/or permits would be required for pyrotechnics should they be requested and approved.

"Tenant" shall perform criminal background checks on all employees and coaches.

Please forward a copy of this policy annually to:

McLain & Winters Law Firm (approved as the legal representative for "YTWP") with a local address of:

61 North Huron Street – Ypsilanti, MI 48197

ATTENTION: W. Douglas Winters

8. INDEMNITY:

"Tenant" agrees to indemnify, defend, and hold harmless "YTWP" and its elected officials, employees, agents and residents from all demands, claims, suits, actions or liabilities resulting from injuries, sickness or death to any person or property loss by "Tenant", "YTWP", or any other person or entity, arising out of or resulting from the use of the "Facility", or space therein, by the "Tenant", its officers, employees, members, agents or invitees.

9. NON-ASSIGNMENT:

"Tenant" shall not assign, transfer or sub-let this Lease Agreement or "Tenant's" right, title or interest therein without the prior written approval of the Charter Township of Ypsilanti Board of Trustees.

10. COMPLIANCE WITH LAWS AND REGULATIONS:

“Tenant shall comply with all laws, ordinances and regulations established by Federal, State or local government agencies, including but not limited to Federal and State Civil Rights Laws. “Tenant” will require that its agents and employees, and all persons dealing with it, to so comply. Any material violation by the “Tenant”, or the “Tenant’s” agents, of any law shall constitute a breach of this Lease Agreement.

11. AMERICAN WITH DISABILITIES ACT:

“YTWP” believes that it is in compliance with the American with Disabilities Act (ADA) of 1990, with respect to permanent access accommodations. “Tenant” agrees that it is responsible for non-permanent accessibility requirements; such as, but not limited to seating accessibility, auxiliary aids for the visually, hearing and mobility impaired. **ONE (1) WEEK PRIOR TO THE EVENT**, “Tenant” will provide “YTWP” with the number of disabled persons expected to attend the event and an outline of the accessibility services that will be provided to the disabled attendees. “Tenant” agrees to “YTWP” harmless and defend “YTWP” from any and all claims or damages resulting from its actions or those of its exhibitors, contractors, agents, or actions or invitees which cause “YTWP” to be out of compliance with ADA.

12. RIGHT OF ENTRY:

In permitting the use of space herein mentioned, “YTWP” retains the right to enforce all necessary and proper rules for the management and operation of the “Facility” involved, including the right to interrupt or terminate any performance if deemed necessary by “YTWP” in its sole discretion, in the interest of public safety or the maintenance of good order. Duly authorized representatives of “YTWP” may enter the “Facility” to be used, or any part thereof, at any time and on any occasion without restrictions whatsoever. All facilities not reserved to “Tenant”, and all parking areas, shall at all times be under the charge of “YTWP”. “Facilities” reserved by the “Tenant” shall be subject to control by “YTWP” when not in actual use by the “Tenant”.

13. PAYMENT OF DAMAGES:

“Tenant” agrees to pay costs of repair or replacement for any and all damages of whatever origin or nature that may have occurred during the use of the “Facility” under this Lease Agreement. “Tenant” agrees to pay estimated damages at the time of settlement. If actual costs of repair or restoration exceed the estimate, “Tenant” agrees to make payments of the balance of the cost within 10 days after submission of billing for such work.

14. FORUM SELECTION:

The laws of the State of Michigan shall govern the terms of this agreement. Any dispute arising from this Lease Agreement shall be resolved in the Courts of Washtenaw County, Michigan or the Michigan Court of Claims. “Tenant” expressly consents to be subject to personal jurisdiction in all Courts located in the State of Michigan.

15. CANCELLATION:

In no event, shall the “tenant” terminate this Lease Agreement. “Tenant” understands, recognizes and agrees that “YTWP” may incur substantial damages if “Tenant” cancels or terminates this agreement and that “Tenant” will pay “YTWP” for said damages, plus all attorney’s fees.

16. FORCE MAJEURE:

The parties hereto shall not be liable for failure of performance hereunder if occasioned by declared or undeclared war, flood, fire, embargo, governmental orders, regulations, governmental expropriation, interruptions of transportation facilities, labor strikes and disputes, or any other causes beyond the control of the parties.

17. SEVERABILITY:

Every provision of this Lease Agreement shall be severable. If any item r provision is illegal or invalid for any reason whatsoever, such as illegality or invalidity shall not affect the legality of validity of the remainder of the Lease Agreement.

18. CONTRACT BINDING UPON EXECUTION OF “YTWP”:

This Lease Agreement shall not be binding on the parties until it is approved by a majority of the Board of Trustees for the Charter Township of Ypsilanti and subsequently signed by the “Supervisor”.

19. AGREEMENT:

This Lease Agreement is the entire agreement and understanding between the parties as to the subject matter heard. The Lease Agreement may be changed, modified or amended by the mutual consent of the parties.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement:

CHARTER TOWNSHIP OF YPSILANTI

By: _____
Supervisor – Charter Township of Ypsilanti Date

Witness: _____
Date

TENANT: Play at the Cage

By: _____
Owner – Play at the Cage Date

Witness: _____
Date

Section A – Scope of Service

Clark Road Baseball / Softball Fields and Adjacent Pavilion and Storage Facility

#1) PURPOSE:

The purpose of this Lease Agreement is to identify and memorialize a qualified firm and language for the leasing of the Clark Road Baseball / Softball fields, along with the adjacent Pavilion and Storage Facility that are all owned in full by the Charter Township of Ypsilanti.

#2) GENERAL:

- Facility Name: Clark Road Athletic Fields
- Location: Clark Road – South of Green Oaks Golf Course
- Type of Event: Sport Activities
- Dates/Days/Times of Events: April 1 through October 31 – Monday through Sunday
Facility not available November 1 through March 31
- Starting / Finishing Times: 9:00am – 10:00pm
- Move In / Move Out Times: 8:00am – 11:00pm
- Lease Agreement Award Date: June 21, 2016
- Lease Agreement Commences: April 1, 2017
- Term of Lease Agreement: Five (5) Years – 2017 through 2021
- Partnership: Tenant shall agree to work with Ypsilanti Community Schools
- Advertising: Tenant shall not place any advertisement at the facility

#3) IN SCOPE – ANNUAL OPERATING COSTS THAT THE TENANT WILL BE RESPONSIBLE FOR:

- All dirt costs (Material and Labor)
- All chalk costs (Material and Labor)
- All mound clay, clay bricks, pitching blocks (all other Materials, Labor and Installation)
- All on field grass cutting and field preparation / maintenance (all Equipment and Labor)
Specifications as determined by the Director of Residential Services for Ypsilanti Township
- All custodial services and supplies as it relates to restrooms and any concession areas
- All staff labor costs (as it relates to concessions or any other area)
- All Insurance costs (See section 7 of the Lease Agreement)

#4) OUT OF SCOPE – ANNUAL OPERATING COSTS THAT “YTWP” WILL BE RESPONSIBLE FOR:

- Fertilization Services outside of the playing areas
- Irrigation Services
- Maintenance of field and scoreboard lights
- Electrical issues
- Fence and bleacher repairs

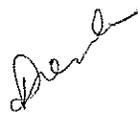
Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



Supervisor's Office

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

TO: Karen Lovejoy Roe, Clerk.

FROM: Brenda L. Stumbo, Supervisor 

DATE: June 10, 2016

RE: 2016 Agreement with Washtenaw County Road Commission for Traffic Calming Device on Crestwood - \$7,508, budgeted in 101.446.000.818.002

Attached is an agreement with the Washtenaw County Road Commission for an additional traffic calming device on Crestwood. The cost of the device is \$7,508 and is budgeted in line item 101.446.000.818.002.

Please place this item on the June 21, 2016 agenda for the Board's consideration.

If you have any questions, please contact my office.

Attachment

tk

cc: Javonna Neel
File

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

THIS AGREEMENT, made and entered into this _____ day of _____, 2016 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to install one (1) additional speed hump on Crestwood Avenue (the "Project"); and

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

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

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

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$7,508.00.

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

AGREEMENT SUMMARY

Estimated Cost

Installation of one speed hump on Crestwood Avenue **\$7,508.00**

FOR YPSILANTI TOWNSHIP:

_____ Witness
Brenda L. Stumbo, Supervisor

_____ Witness
Karen Lovejoy Roe, Clerk

FOR WASHTENAW COUNTY ROAD COMMISSION:

_____ Witness
Douglas E. Fuller, Chair

_____ Witness
Roy D. Townsend, Managing Director

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

Assessor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 487-4927
Fax: (734) 484-5159

Date: June 1, 2016

To: Karen Lovejoy Roe,
Ypsilanti Township Clerk

From: Brian McCleery,
Assistant Assessor

Subject: Approval to Enter into Negotiations to Sell property to Mr. and Mrs. Epps.

K-11-14-436-004 – 1810 George Ave

I am requesting approval to enter into negotiations to sell the above parcel currently owned by Ypsilanti Township to Lorenza & Tammy Epps. This property is a vacant lot that had the house demolished and subsequently went to the 2012 tax sale. Ypsilanti Township acquired the property from Washtenaw County after it failed to sell at the tax sale. This is a parcel that has been identified by our office as a potential property to sell.

The Assessor's Office will prepare a market valuation for the property in order to arrive at an estimated market value. I am requesting to start the negotiations at the appraised value and work with Mr. & Mrs. Epps to arrive at a Fair Market Value for the properties.

Mr. and Mrs. Epps currently live adjacent to this vacant lot at 1824 George Ave and have helped **mow and maintain the lot**. **This property is 70' x 130'** and if they are able to purchase the property, they will combine it with their home into one parcel.

Attached you will find **the Epps's letter**, an aerial photograph map and a record card of the parcel. If you have any questions or need more **information**, please don't hesitate contacting me.

To Brian McClery

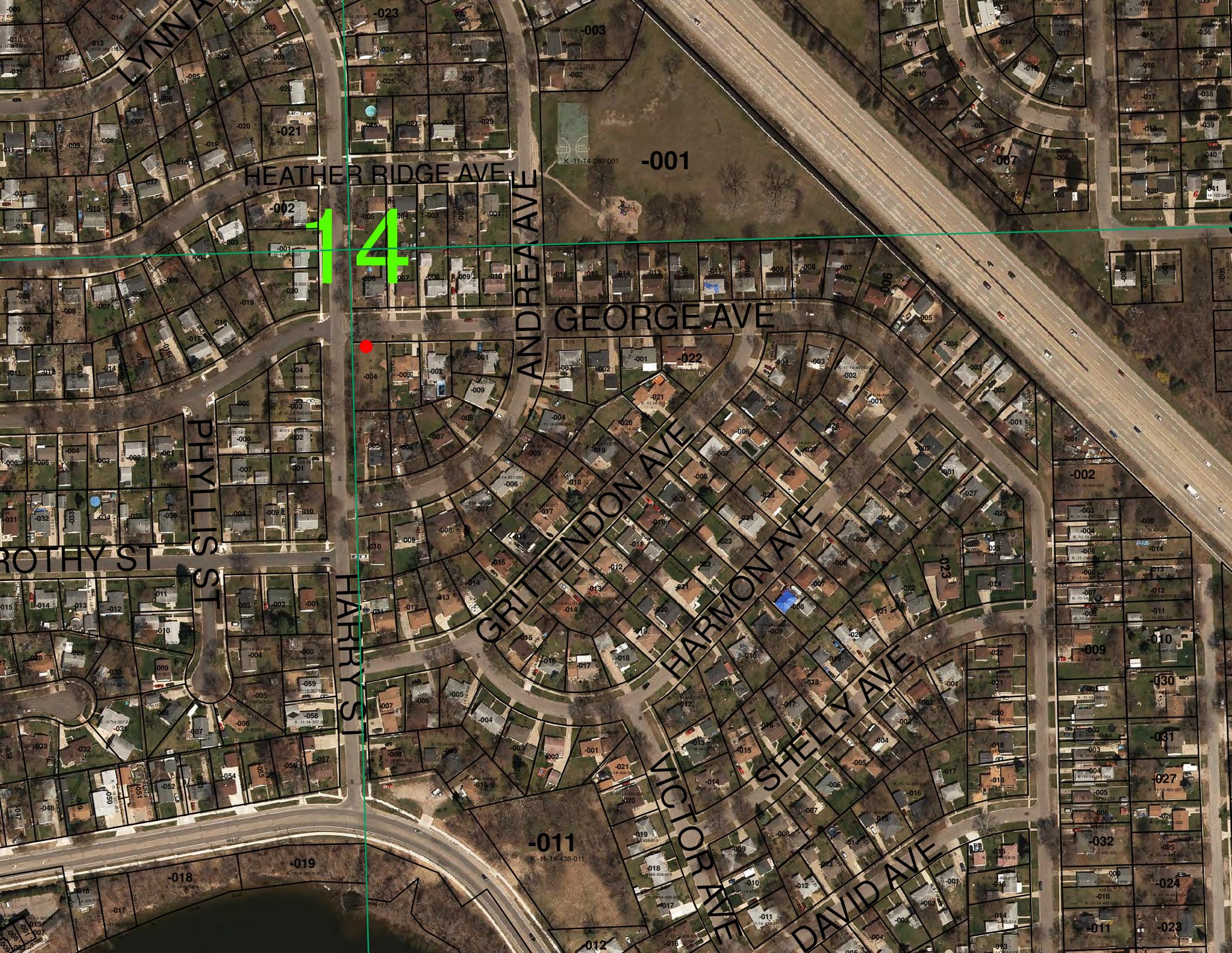
I Lorenza Epps would like to Buy
the lot next to my house with I Believe
is 1810 George. I live at 1824 George
my bid is 1,000.00 dollars.

Lorenza Epps
734-833-4927
5-31-2016

RECEIVED

MAY 31 2016

YPSILANTI TOWNSHIP
ASSESSING DEPARTMENT



LYNN AVE

HEATHER RIDGE AVE

-001

14

GEORGE AVE

PHYLLIS ST

GRITENDON AVE

VICTORIA AVE

HARMON AVE

SHELLY AVE

DAVID AVE

ROTHY ST

HARRIS ST

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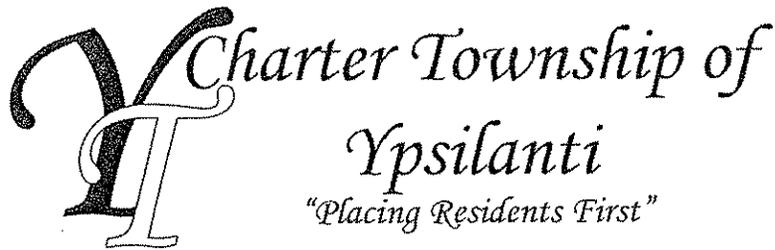
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Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
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Supervisor's Office

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www.ytown.org

TO: Karen Lovejoy Roe, Clerk

FROM: Brenda L. Stumbo, Supervisor/NHW Coordinator
Tammie Keen, Deputy Supervisor/NHW Coordinator

DATE: June 13, 2016

RE: Request for June 21, 2016 Agenda - Set Public Hearing Date of Tuesday,
August 16, 2016 for Holmes Road Cameras

For the past several months, we have been working with the Neighborhood Watch Group to see if property owners in the Holmes Road area would like neighborhood cameras installed.

In March of this year, the attached survey was sent out, asking if they were in favor of a public hearing being scheduled for cameras in their neighborhood. 61% of those who responded said they wanted to move forward with the process and schedule the public hearing.

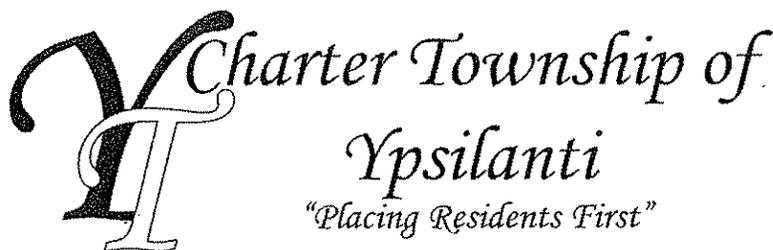
Therefore, we are requesting the Board to schedule the public hearing for Tuesday, August 16, 2016 with the Clerk's office sending out the required information for a special assessment district.

If you have any questions, please contact us.

Attachment

cc: Jeff Allen, Residential Services Director
Eugene Rush, WCSD

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



Supervisor's Office

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

March 8, 2016

Dear Homeowner:

As you know, the Township Board has been working with residents to install cameras in various neighborhoods. Ten cameras are proposed for the Holmes Road neighborhood, the minimum needed to adequately cover the entrances and exits (see map on back).

The cameras are installed in the public right-of-way to view and record public spaces and are not pointed toward anyone's home. They are not monitored and are viewed by Sheriff's Office deputies and detectives when necessary to investigate crimes. Data is stored for approximately 30 days.

Since this would be a special assessment, the Board wanted to conduct a ballot survey to verify there is support for having cameras in this neighborhood prior to scheduling a public hearing.

If the majority of homeowners want to move forward, a public hearing will be scheduled and you will be notified by mail of the date and time and given an opportunity to voice your support or opposition. If approved, the Township would purchase the cameras and residents would pay the yearly camera operation and maintenance charge through a special assessment that would be levied on the winter taxes.

Please mark your choice below and mail your response back to us in the stamped envelope provided no later than Wednesday, March 23, 2016.

Support scheduling a public hearing to install 10 cameras in the Holmes Road area at an approximate cost to homeowners of \$46.48 per year (\$3.87 per month). The proposed locations are listed on the back.

OR

Do not support scheduling a public hearing on installing cameras in the Holmes Road area.

We look forward to receiving your opinion and continuing to work together to keep our community safe. Should you have any questions, please contact us.

Sincerely,

Brenda L. Stumbo
Supervisor/NHW Coordinator
bstumbo@ytown.org
(734) 481-0617

Tammie Keen
Deputy Supervisor/NHW Coordinator
tkeen@ytown.org
(734) 481-0617

Locations for 10 Proposed Cameras

- Clark & Lexington
- Clark & Fall River
- Clark & Wendell
- Clark & Pageant
- Clark Service Drive (near Ford Blvd.)
- Holmes & Hunter
- Holmes & Ford
- Peabody & Delaware
- Holmes & Wendell (2)



Arrows indicate camera placement and direction they are pointed

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Karen Downing Rap</i>	Date Received by Local Unit <i>May 13, 2016</i>
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION
All boxes must be completed.

▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) Sensitile Systems, LLC		▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3251	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) See attached Supplemental Reponse		▶ 1d. City/Township/Village (Indicate which) Ypsilanti Township	▶ 1e. County Washtenaw
▶ 2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment		▶ 3a. School District where facility is located Ypsilanti Community Schools	▶ 3b. School Code 81020
		▶ 4. Amount of years requested for exemption (1-12 Years) twelve (12) years	
5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed. See attached Supplemental Response.			
6a. Cost of land and building improvements (excluding cost of land) ▶ <u>2,341,770</u> * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.		Real Property Costs	
6b. Cost of machinery, equipment, furniture and fixtures ▶ <u>N/A</u> * Attach itemized listing with month, day and year of beginning of installation, plus total		Personal Property Costs	
6c. Total Project Costs approx. ▶ <u>2,341,770</u> * Round Costs to Nearest Dollar		Total of Real & Personal Costs	
7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.			
	<u>Begin Date (M/D/Y)</u>	<u>End Date (M/D/Y)</u>	
Real Property Improvements	▶ <u>11/01/2016</u>	<u>10/30/2018</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements	▶ <u>06/01/2017</u>	<u>10/30/2018</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
▶ 9. No. of existing jobs at this facility that will be retained as a result of this project. 23		▶ 10. No. of new jobs at this facility expected to create within 2 years of completion. 3-5	
11. Rehabilitation applications only; Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.			
a. TV of Real Property (excluding land)			
b. TV of Personal Property (excluding inventory)			
c. Total TV			
▶ 12a. Check the type of District the facility is located in: <input checked="" type="checkbox"/> Industrial Development District <input type="checkbox"/> Plant Rehabilitation District			
▶ 12b. Date district was established by local government unit (contact local unit)		▶ 12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the Industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Paul F. Bohn	13b. Telephone Number 248.380.0000 ext. 9988	13c. Fax Number 248.380.3434	13d. E-mail Address pbohn@fb-firm.com
14a. Name of Contact Person Vanika Lath	14b. Telephone Number 313.872.6314	14c. Fax Number	14d. E-mail Address vanika.lath@sensitile.com
▶ 15a. Name of Company Officer (No Authorized Agents) Abhinand Lath			
15b. Signature of Company Officer (No Authorized Agents) <i>Abhinand Lath</i>		15c. Fax Number 313.872-6315	15d. Date 05/13/2016
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 1735 Holmes Road, Ypsilanti, MI 48198		15f. Telephone Number 313.872.6314	15g. E-mail Address abhi.lath@sensitile.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

Sensitife Systems
General Summary of Expected Investment
April 29, 2016

	Cost (est.)	Expected Installation Date (on or before)
SITE WORK		
Site Earthwork	\$ 140,000	12/01/17
Site Utilities	\$ 120,000	12/01/17
Asphalt Paving	\$ 46,000	12/01/17
Site Improvements	\$ 26,000	12/01/17
CONCRETE		
Soil Formed Foundations	\$ 70,000	12/01/17
Site Flatwork	\$ 30,000	12/01/17
Building Flatwork	\$ 120,000	12/01/17
MASONRY		
Masonry	\$ 130,000	07/01/17
METALS		
Structural Steel	\$ 375,000	07/01/17
Miscellaneous Iron	\$ 5,000	07/01/17
CARPENTRY		
Rough Carpentry	\$ 10,000	07/01/17
MOISTURE PROTECTION		
Metal Siding	\$ 150,000	07/01/17
Membrane Roofing	\$ 157,000	07/01/17
Caulking	\$ 5,000	07/01/17
DOORS & GLASS		
Hollow Metal Drs. & Fms.	\$ 12,000	07/01/17
Overhead Doors	\$ 10,000	07/01/17
Fire Shutter	\$ 6,000	07/01/17
Glass	\$ 32,000	07/01/17
FINISHES		
Special Coatings	\$ 64,000	07/01/17
Painting	\$ 20,000	07/01/17
SPECIALTIES		
Toilet Partitions	\$ -	
Lockers	\$ -	
Fire Extinguishers	\$ 2,700	01/10/18
Toilet Accessories	\$ -	
EQUIPMENT		
Loading Dock Equipment	\$ 26,000	01/10/18
SPECIAL CONSTRUCTION		
Alarm System	\$ 10,000	01/10/18
CONVEYING SYSTEMS		
Crane & Hoists	\$ 76,000	01/10/18
MECHANICAL		
Fire Protection	\$ -	
Plumbing	\$ 50,000	01/10/18
HVAC	\$ 35,000	01/10/18
Process HVAC	\$ -	
LANDSCAPING		
Landscaping	\$ 95,000	01/10/18
ELECTRICAL		
Electrical	\$ 200,000	01/10/18
SUBTOTAL:	<u>\$ 2,010,700</u>	
Contingency (10%)	<u>\$ 201,070</u>	
SUBTOTAL:	<u>\$ 2,211,770</u>	
Arch/Engineering Fee	\$ -	
CM Fee	<u>\$ 130,000</u>	
TOTAL:	<u>\$ 2,341,770</u>	

**SUPPLEMENTAL RESPONSE TO
SENSITILE SYSTEMS, LLC'S APPLICATION FOR IFT EXEMPTION CERTIFICATE**

1c. Facility Address (City, State, ZIP Code): The property is located in the Township of Ypsilanti, Michigan with a zip code of 48198. The parcels subject to this request do not currently have street addresses. The tax parcel identification numbers identifying the subject parcels are K-11-02- 275 -010, K-11-02- 275 -011, K-11-02 -275 -016 and K-11-02-275-009. Attached hereto as Exhibit A is a survey depicting the subject parcels.

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility:

The project includes an approximate 23,000 sq. ft. expansion adjacent to the applicant's current manufacturing facility located at 1735 Holmes Road, Ypsilanti, Michigan 48198. The expansion project will compliment and allow the continued growth of the Applicant's operations, which include the design and manufacturing of certain unique and proprietary architectural construction materials utilized in commercial, industrial and residential applications worldwide.

The Applicant was founded in Michigan by its current owners who are also responsible for the design of its unique and patented architectural construction materials. The Applicant prides itself on its "green" waste minimization procedures and uses state-of-the-art technology in its production process. The Applicant currently has 23 full-time equivalent employees, and this project will add 3 to 5 full-time equivalent jobs within two years from completion.

INDUSTRIAL FACILITIES EXEMPTION APPLICATION
AFFIDAVIT OF PROJECT BEGIN DATES

I swear and affirm by my signature below that the real property project beginning of construction date associated with the application for Industrial Facilities Exemption Certificate under PA198 of 1974, as amended, in the amount of \$2,341,770 filed with Township of Ypsilanti for a facility located at or near 1735 Holmes Road, identified as parcel nos. K-11-02- 275 -010, K-11-02- 275 -011, K-11-02 -275 -016 and K-11-02-275-009 is as follows:

Real Property Project Begin Date: Estimated date of November 1, 2016

Applicant Name:

SENSITILE SYSTEMS, LLC, a Michigan
limited liability company

/s/ Abhinand Lath

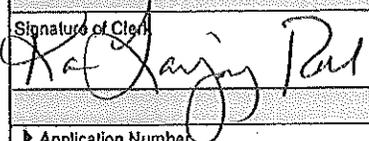
BY: Abhinand Lath

Its: CEO

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk 	Date Received by Local Unit May 27, 2016
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION
All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Sensitile Systems, LLC	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3251
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 1735 Holmes Road, Ypsilanti, MI 48198	1d. City/Township/Village (indicate which) Ypsilanti Township
1e. County Washtenaw	2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment
3a. School District where facility is located Ypsilanti Community Schools	3b. School Code 81020
4. Amount of years requested for exemption (1-12 Years) twelve (12) years	
5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed. See attached Supplemental Response.	
6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▶ <u>\$300,000.00</u> Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▶ <u>0.00</u> Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	▶ <u>\$300,000.00</u> Total of Real & Personal Costs
7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.	
Real Property Improvements ▶ <u>11/01/2016</u> <u>10/30/2018</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶ _____	▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased
8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
9. No. of existing jobs at this facility that will be retained as a result of this project. 23	10. No. of new jobs at this facility expected to create within 2 years of completion. 1
11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.	
a. TV of Real Property (excluding land) _____ b. TV of Personal Property (excluding inventory) _____ c. Total TV _____	
12a. Check the type of District the facility is located in: <input checked="" type="checkbox"/> Industrial Development District <input type="checkbox"/> Plant Rehabilitation District	
12b. Date district was established by local government unit (contact local unit) 07/21/2009	12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Paul F. Bohn	13b. Telephone Number 248.380.0000 ext. 9988	13c. Fax Number 248.380.3434	13d. E-mail Address pbohn@fb-firm.com
14a. Name of Contact Person Vanika Lath	14b. Telephone Number 313.872.6314	14c. Fax Number	14d. E-mail Address vanika.lath@sensitile.com
▶ 15a. Name of Company Officer (No Authorized Agents) Abhinand Lath			
15b. Signature of Company Officer (No Authorized Agents) <i>Abhinand Lath</i>		15c. Fax Number 313.872-6315	15d. Date 5/24/16
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 1735 Holmes Road, Ypsilanti, MI 48198		15f. Telephone Number 313.872.6314	15g. E-mail Address abhi.lath@sensitile.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real Improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

**INDUSTRIAL FACILITIES EXEMPTION APPLICATION
AFFIDAVIT OF PROJECT BEGIN DATES**

I swear and affirm by my signature below that the real property project beginning of construction date associated with the application for Industrial Facilities Exemption Certificate under PA198 of 1974, as amended, in the amount of \$300,000 filed with Township of Ypsilanti for a facility located at 1735 Holmes Road, identified as parcel no. K-90-996-074-00 is as follows:

Real Property Project Begin Date: Estimated date of November 1, 2016

Applicant Name:

SENSITILE SYSTEMS, LLC, a Michigan
limited liability company

/s/ Abhinand Lath

BY: Abhinand Lath

Its: CEO

Sensitile Systems
General Summary of Expected Investment
May 23, 2016

	Cost (est.)	Expected Installation Date (on or before)
SITE WORK		
Showroom Expansion (new walls, HVAC upgrades, lighting, etc.)	\$ 150,000	10/30/18
Office Expansion (new walls, HVAC upgrades, lighting, etc.)	\$ 75,000	10/30/18
Inventory Store Build-out (new walls, HVAC upgrades, lighting, etc.)	\$ 75,000	10/30/18

**SUPPLEMENTAL RESPONSE TO
SENSITILE SYSTEMS, LLC'S APPLICATION FOR IFT EXEMPTION CERTIFICATE**

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility:

This application addresses certain "brick and mortar" improvements to be made at applicant's current facility located at 1735 Holmes Road, Ypsilanti, Michigan (the "Facility"). The project subject to this application includes \$300,000 of new construction at the Facility (the "Project"). The Project will complement and assist in the expansion of the applicant's operations, which includes the design and manufacturing of certain unique and proprietary architectural construction materials utilized in commercial, industrial and residential applications worldwide.

The Facility is currently located in an Industrial Development District established by the Township of Ypsilanti on July 21, 2009 (IDD 09-275).

Sensitile Systems, LLC
Industrial Facilities Exemption Application
for 1735 Holmes Road

LEGAL DESCRIPTION

Property situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan and described as:

COM AT CENTER OF SEC, TH S 88-44-20 W 802.30 FT TH N 0-26-00 W 33 FT FOR PL OF
BEG; TH N 00-26-00 W 181.02 FT; TH N 88-44-20 E 205.22 FT; TH N 01-08-40 W 245.61 FT;
TH S 88-53-00 W 247.20 FT; TH S 01-14-37 W 34.68 FT; TH S 00-26-00 E 392.59 FT; TH N 88-
44-20 E 44.54 FT TO PL OF BEG. BEING PART OF NW 1/4, SEC 2 T3S-R7E, 1.59 AC

Common Address: 1735 Holmes Road, Ypsilanti, Michigan
Tax ID No. K 90 996 074 00

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

Memorandum

To: Board of Trustees

From: Joe Lawson, Planning Director

Date: June 13, 2016

Re: Request to Authorize the Hiring of Carlisle-Wortman as the Township's General Planning Consultant and to Further Authorize the Signing of the Contract by the Supervisor and Clerk upon Review and Approval by the Township Attorney

As the Board may recall, in February of 2016, the Board authorized the posting of a Request for Proposal (RFP) for ongoing planning services in order to assist with site plan reviews, sub-area plans, market studies and the upcoming master plan update.

During this process, staff received 9 proposals from a variety of planning firms from as far as Flint. Staff reviewed the 9 proposals and reduced the list down to three finalists for further consideration. The three finalists were:

- McKenna and Associates of Northville
- WadeTrim of Detroit
- Carlisle-Wortman of Ann Arbor

The three finalists were then requested to review a complex preliminary site plan in order to allow staff to evaluate their review letter for format, thoroughness and the ability to offer comments outside of the general ordinance requirements.

After the review comments were received, all three firms were requested to attend a face to face interview with the Township's Development Team. Unfortunately, WadeTrim was unable to schedule the requested face to face meeting due to other commitments and did not participate in this portion of the review process.

Both McKenna and Carlisle-Wortman furnished very professional and engaging presentations but at the end of the interview process, the team decided that Carlisle-Wortman was the best fit for our community. Some of the driving factors that influenced the decision to recommend Carlisle include:

1. Headquartered in Washtenaw County
2. Predominately local municipal clients
3. No conflicting private clients

Planning Services - Recommendation
June 13, 2016

4. Deep experience at various levels and with pertinent types of projects
5. Local familiarity with businesses that we would potentially seek to attract to invest in YTown
6. Local familiarity with working with Washtenaw County agencies and the Township Engineering Consultant (OHM).
7. Standout proposal for real estate marketing conference that is relevant to Seaver Farm, Liberty Square, etc
8. Comparable quality and format of review documents

Based upon the recommendation of the entire development team, staff would respectfully request that the Board of Trustees authorize the hiring of Carlisle-Wortman as the Township's General Planning Services provider and further authorize the signing of the contract by the Township Supervisor and Clerk memorializing this relationship upon review and approval by the Township Attorney.

I would also like to thank the entire Board and the Township's Development Team for your assistance in this entire process. This process and recommendation has truly been a team effort and the assistance of all involved is greatly appreciated.



CARLISLE

WORTMAN
associates, inc.

605 S. Main Street
Ste. 1
Ann Arbor, MI 48104

(734) 662-2200
(734) 662-1935 Fax

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 2015, by the **Charter Township of Ypsilanti** hereinafter referred to as the “Client” and Carlisle/Wortman Associates, Inc., a Michigan Corporation of 605 S. Main Street, Suite 1, Ann Arbor, Michigan, hereinafter referred to as the “Consultant.”

WHEREAS, the “Client” desires to engage the “Consultant” to provide certain services to and for “Client” as hereinafter set forth under “Scope of Work.”

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreement hereinafter set forth, the parties intending to be legally bound do hereby agree for themselves and their respective successors and assigns as follows:

SECTION 1.0

SCOPE OF WORK

The “Consultant” agrees that the “Scope of Work” and services provided to the “Client” shall be as follows:

1.1 Monthly Retainer

The monthly retainer shall include the following services:

1. Attendance at one (1) regular Planning Commission meeting per month.
2. Attendance at pre-planning meetings provided such meetings are conducted on day of regular Commission meetings.
3. Unlimited telephone/e-mail consultation with staff.
4. Keep Township officials current on changes in State planning and zoning enabling legislation, grant programs, and latest planning issues.
5. Conduct one (1) annual workshop with the Planning Commission, Township Board, and/or Zoning Board of Appeals on subject matter tailored to the Township’s request.

1.2 Planning / General Consultation

The Consultant shall provide requested consultation by the Client regarding issues relating to the Master Plan, economic development, state regulations and other legislative responsibilities and other planning matters, as requested by the Township.

1.3 Development Review

The Consultant shall review development proposals as requested by the Client, such as site plans, rezoning, special land use requests, PUDs, variance, and other matters related to zoning ordinance. The Consultant will attend meetings when requested. The Consultant will provide development agreements as requested, working in close cooperation with the Client’s Attorney and staff.

1.4 Ordinance Amendments

Upon the request of the Client, the Consultant will prepare the draft language, working closely with the Client’s Attorney, staff and Planning Commission.

SECTION 2.0

COLLECTION OF DATA

It is understood that the “Consultant” will have the cooperation of the “Client” in collecting and providing basic data and other information required by the “Consultant” for the above work. This shall include the transmittal of all pertinent documentation in “Client’s” possession, including base maps in electronic files and mylar files.

SECTION 3.0

COMPENSATION

3.1 Monthly Retainer

The monthly retainer for services set forth in Section 1.1 shall be \$1,000.00 for the term of this contract.

3.2 Hourly Rates

All other work, including attendance at meetings not covered by the retainer, development reviews and minor studies and ordinance amendments, shall be performed hourly based on the fees provided below:

Personnel	Rate		
	2016	2017	2018
Principal (R. Carlisle)	\$125	\$130	\$130
Principal (D. Lewan)	\$110	\$115	\$115
Principal (B. Carlisle)	\$100	\$105	\$105

Senior Associate	\$90	\$95	\$95
Graphics (GIS) Technician	\$65	\$70	\$70
Support Staff	\$55	\$60	\$60

3.3 Major Studies and Amendments

From time to time, the Township may request more in-depth studies, amendments, etc. In this case, we will bill our time based on current hourly rates or provide the Township Manager with a written not-to-exceed cost proposal, if requested.

3.4 Development Review Fee Schedule (See Appendix A)

3.5 Reimbursable / Expenses

GIS Operation \$30/hour
Mileage \$0.57/mile
Supplies, Prints, Mailing cost + 20%

3.6 Terms of Payment

The “Consultant” shall invoice the “Client” at the end of each month based on work performed. Invoices shall be paid within thirty (30) days after receipt by the “Client.”

SECTION 4.0

REPRESENTATION

It is understood and agreed that **Richard Carlisle, AICP, and Benjamin Carlisle, AICP**, will represent the “Consultant” in all matters pertaining to this Agreement. From time to time, the “Consultant” may utilize other of “Consultant’s” staff and/or employ additional personnel or sub-consultants to assist in the execution of matters pertaining to this contract.

SECTION 5.0

OWNERSHIP OF MATERIALS

All documents or other materials prepared by the “Consultant” under this Agreement shall be considered the property of the “Client”.

SECTION 6.0

INDEPENDENT CONTRACTOR

“Consultant’s” status under this Agreement is that of an independent contractor. “Consultant” shall not be deemed an employee, agent, partner or joint venture of “Client” for any purpose whatsoever, and “Consultant” shall have no authority to bind or act on behalf of “Client.”

SECTION 7.0

INSURANCE

Consultant shall maintain Commercial General Liability insurance with coverage of at least \$1,000,000.00 per occurrence, Automobile Liability insurance with a combined single limit of \$1,000,000.00 per accident, Worker’s Compensation coverage of \$500,000.00 per employee and Professional Liability insurance of \$1,000,000.00 per claim (\$2,000,000.00 aggregate per year) during the term of this Agreement.

SECTION 8.0

TERMS OF AGREEMENT

The term of this Agreement shall be for a period from the date of execution until completion of the “Scope of Work” and shall not exceed **four (4) years** unless mutually extended.

This Agreement may be terminated by either the “Client” or “Consultant” upon sixty (60) days written notice. Compensation shall be paid by the “Client” to the “Consultant” for all services rendered to the “Client”, including services rendered during the sixty (60) day notice period referenced in this paragraph.

IN WITNESS WHEREOF, the “Consultant” and the “Client” have executed this Agreement as of the date first set forth in this Agreement.

WITNESS

CLIENT

Brenda Stumbo
Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe
Clerk
Charter Township of Ypsilanti

Richard K. Carlisle, AICP, PCP
President
Carlisle/Wortman Associates, Inc.

Douglas J. Lewan, AICP, PCP
Executive Vice President
Carlisle/Wortman Associates, Inc.

APPENDIX A

Development Review Fee Schedule

1. Single-Family Subdivision Plat Review:
 - a. Sketch Plan Review \$250 plus \$20 per acre
 - b. Preliminary Plat Review \$400 plus \$20 per acre
(tentative and final)
 - c. Final Plat Review \$300 plus \$20 per acre
2. Site Plan Review:
 - a. Concept Plan \$350 plus \$20 per acre
 - b. Final Plan \$400 plus \$20 per acre
3. Planned Unit Development:
 - a. Preliminary Plan \$400 plus \$20 per acre
 - b. Final Detailed Site Plan \$500 plus \$20 per acre
4. Rezoning Applications: \$400 plus \$10 per acre
5. Special Land Use Applications:
 - a. Cluster Housing \$350 plus site plan fee
 - b. All others \$300 plus site plan fee
6. Landscape Plans \$200 plus \$10 per acre
7. Variances Hourly
8. Review of Revisions Hourly



CARLISLE | WORTMAN ASSOCIATES, INC.

PLANNING SERVICES

CHARTER TOWNSHIP OF YPSILANTI

MARCH 2016

Welcome to

YPSILANTI TOWNSHIP



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COVER LETTER



March 21, 2016

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48192

Re: Professional Planning Services

Dear Ms. Lovejoy Roe,

Carlisle|Wortman Associates, Inc. (CWA) is pleased to have the opportunity to submit a proposal to provide Planning Services for the Charter Township of Ypsilanti and acquaint the Township with the capability of our firm. Our multidisciplinary team of professional planners and landscape architects is among the most experienced in the State. Our core service is to act as an expert and extension of the client with the goal of building strong, attractive, and more livable communities. The firm actively serves 75 municipal clients, the majority of our work is centered on continuing planning services.

Our team was specifically assembled to provide the precise expertise as it relates to the needs and understanding of the Charter Township of Ypsilanti. Through our continuing planning services to a number of surrounding communities, as well as communities similar to the Charter Township of Ypsilanti, we have an understanding of the Township and the area of the County in which the Township is located. Currently we provide continuing planning services to the following communities within Washtenaw County:

- Scio Township
- Pittsfield Township
- Ann Arbor Charter Township
- City of Ann Arbor
- Webster Township
- City of Dexter
- Salem Township
- Lima Township
- City of Saline
- Barton Hills Village
- Manchester Village
- Saline Township
- Augusta Township

Our team has a reputation of service, innovation and reliability that is a known quantity in both the County and the State. The Proposal that follows is structured to briefly introduce our approach and set forth a detailed Scope of Services. We look forward to discussing this in more detail. If you have any questions please contact us at (734) 662-2200 or at DLewan@cwaplan.com or BCarlisle@cwaplan.com.

Sincerely,

CARLISLE/WORTMAN ASSOC., INC.
Douglas J. Lewan, AICP
Executive Vice President



WORK APPROACH & TIME FRAME



1. WORK APPROACH & TIMEFRAME

Carlisle/Wortman Associates, Inc. business philosophy is to establish ongoing and long-term relationships with our public sector clients. However, just like our clients, we are constantly growing and evolving to address modern day challenges. Always aware of the issues that face our individual communities we can customize our wide range of services to meet their personal goals. As a result, we pride ourselves on serving numerous communities for periods extending over 30 years.

Our smallest client is Lake Angelus with a population of 290, and our largest client has been Oakland County with a population in excess of one million.

The core of our business has been providing the types of services needed by communities on a day-to-day basis. As such, we understand from our experience that the Township seeks a firm that is capable of serving many roles. We have the full in-house capability to provide the services requested by the Charter Township of Ypsilanti as set forth in the Request for Proposals.

More specifically, our staff is well-versed in each of the requested services, which include:

Planning/General Consultation: We will provide day-to-day consultation to municipal staff regarding issues relating to Zoning Ordinance regulations, future land use, site issues, state regulations and other legislative responsibilities.

Development Review: We will review all development proposals upon request such as site plans, rezoning, special land use requests, PUDs and other matters related to zoning compliance. We provide comprehensive reviews to assist the Planning Commission and Township Board in making a decision on planning issues.

Meeting Attendance: We can attend all Planning Commission, Zoning Board of Appeals, and Township Board meetings, as requested. At the meetings we advise, assist, and coordinate with the respective board.

Variance Reviews: When requested, we provide reviews of variance requests and attend Zoning Board of Appeals meetings.

Lot Split Review: We provide assistance upon request to the Township staff by reviewing lot split/combination applications to determine whether the split meets the Land Division Act or Ordinance requirements.

Ordinance Amendments: From time to time, the Township Ordinance needs to be revised. In most cases, our office prepares the draft language, working closely with the Township Attorney, staff, and Planning Commission.

Education and Training: We view this as a continuous process. Our website posts planning articles on topics of interest to our clients. Please see our blog at <http://communityplans.wordpress.com/>. We make our clients aware of changes in legislation





1. WORK APPROACH & TIMEFRAME

and new planning techniques. Included in our retainer, we provide an annual training session either to the Planning Commission, Zoning Board of Appeals, Township Board of any combination thereof on basic planning and zoning. The topic can be customized based on client interest. Though we host annual training sessions, we view education and training as part of our ongoing responsibility

Master Plan: We have prepared and updated over 100 Master Plans over the past thirty years, ranging in size of communities from with a population of 350 to over 80,000. In proximity to the Charter Township of Ypsilanti, we have prepared Master Plans for Berlin Township, Ida Township, Petersburg (City), Milan (City), Blissfield Township, Scio Township and Ann Arbor Township.

Additional Planning and Other Services:

Additional services that are available within the Carlisle/Wortman Team include the following:

Community Input and Visioning: Coordination and facilitation of public input workshops, including visioning, goal setting and prioritization, data collection, and community buy-in.

Recreation Planning: Preparation of community recreation master plans, park master plans, greenway plans, and recreational facility design. All plans are written to meet MDNR grant requirements.

Historic Preservation: Preparation of historic district ordinances, historic district surveys and preservation strategies.

Environmental/Watershed Planning: Preparation of site surveys and analysis of natural resources. Drafting of preservation plans. Development of water quality planning tools, including watershed group facilitation, watershed management plan development, and water resource planning.

Expert Testimony: Research and testimony in land use and zoning disputes and condemnation.

Geographic Information: Land use analysis, mapping, presentation development, and computer-aided design services using GIS and CAD technology.

Grant Writing: Research for and preparation of grant applications for a wide array of activities, including transportation, recreation, brownfield redevelopment, environmental preservation, and downtown development projects.

Capital Improvements: Development of various capital planning tools, such as capital improvement plans and building feasibility studies. Facilitation of group meetings involving different municipal departments, elected officials and public leaders.

Code Consultation: Field inspection and follow-up to resolve zoning code infractions. Review of construction documents for compliance with the construction codes related to building, plumbing, electrical, mechanical, and fire suppression. Resolution of non-compliance issues to create plans acceptable for permit issuance. Carlisle/Wortman Associates subsidiary Code Enforcement Services (CES) operates and supervises a number of municipal building departments in Southeast Michigan.



1. WORK APPROACH & TIMEFRAME

PROFESSIONAL RECOGNITION AND PARTICIPATION

Over the past decade, CWA and its principals have been among the most recognized planning firms within the State. The Michigan Association of Planning (MAP) has honored CWA for the following projects: St. Clair Flats Management Plan, Independence Township Site Design Guidebook, Alpena River Management Plan, Independence Township Rural and Historic Preservation Plan, Ann Arbor Road Corridor Plan, Independence Township Vision 2020 Strategic Plan, Shiawassee and Huron Headwaters Resource Preservation Project, and Cherry Hill Village Planned Development.

Our work has also served as models in a number of zoning publications. For example, the model landscape and site plan review ordinances we prepared have been included in the MAP publication: Site Plan Review and Community Development Handbook. Our work has also been referenced in SEMCOG's Design Guidebook.

Our firm has made a strong commitment to assisting various municipal organizations. We are the select training firm for the Michigan Municipal League and the Michigan Township Association. We conduct numerous planning and zoning training workshops for these organizations, as well as the Michigan Association of Planning.





PROFESSIONAL STAFF



2. PROFESSIONAL STAFF

PROFESSIONAL STAFF: A FULL-SERVICE CLIENT TEAM METHODOLOGY

We believe in a full-service client team approach. Each Client Team is represented by a Principal-in-Charge, and a project manager, and the team is assembled on the basis of client needs. We have designated a Client Team that includes experience, creativity, and solid professional credentials as well as familiarity with the Charter Township of Ypsilanti and the surrounding area.

Doug Lewan, AICP, Executive Vice President, will be the Principal-in-Charge. Ben Carlisle, AICP, LEED AP, Principal, will be the Project Manager. Richard Carlisle will be available for special assignments.

PROJECT TEAM



Doug Lewan, AICP, Executive Vice President, received his Masters of Urban Planning from Wayne State University and a Bachelors Degree in Community Planning from Northern Michigan University. He acts as Managing Director of CWA, and was made a shareholder of the firm in 2002. Doug has more than twenty-five years of professional practice experience in the public and private sector, and has worked in site plan review, zoning ordinance amendments, corridor studies, land use planning, and recreation planning. He has also written zoning ordinances and master plans for numerous communities in Michigan. Additionally, he has acquired extensive experience with zoning questions and interpretations while working with the Zoning Board of Appeals in various communities. He is a Certified Zoning Administrator. Doug is a trainer and regular speaker for the Michigan Association of Planning and has taught several of the sections of the MSU Citizen Planner program.



Benjamin R. Carlisle, AICP, LEED AP, Principal, has over 15 years of experience working as a professional planner, including experience in zoning, land use and comprehensive planning, site planning, Tax Increment Financing, and economic development. With Carlisle/Wortman Associates, Mr. Carlisle serves as consulting Planner to the City of Troy, and Pittsfield Township, and assists with consulting planning for the City of Saline, City of Southfield, the Village of Clinton, and the City of Howell. Mr. Carlisle has also been assisting in special projects including ReImagine Washtenaw and Detroit Works. Mr. Carlisle also serves as a planning and zoning trainer for the Michigan Municipal League. Mr. Carlisle is currently serving as the Planning Manager for the City of Ann Arbor.



Richard K. Carlisle, AICP, President, has been practicing community planning for more than thirty-five years. During this time, he has been instrumental in guiding development of diverse communities throughout southeast Michigan, drafting planning and zoning enabling legislation, establishing state-wide community planning policy, and guiding education and growth in both state and national planning associations. His involvement demonstrates his commitment to the deliberate and sustainable growth of Michigan communities. He has also served as an expert witness in over one hundred zoning cases.



Charlotte Wilson is a planner and Geographic Information Systems (GIS) technician who received her Master's Degree in Urban Planning from the University of Michigan with a specialization in land use and environmental planning. She has contributed to many projects including master plans, parks and recreation plans, zoning ordinances, site plan reviews, and public engagement events. With her interests in GIS and land use, she also regularly creates a variety of maps including depictions of future land uses, existing land uses, zoning, non-motorized pathways, and natural features for communities.



DOUG LEWAN, AICP, EXECUTIVE VICE PRESIDENT received his Masters of Urban Planning from Wayne State University and a Bachelors Degree in Community Planning from Northern Michigan University. He acts as Managing Director of CWA, and was made a shareholder of the firm in 2002. Doug has more than twenty-five years of professional practice experience in the public and private sector, and has worked in site plan review, zoning ordinance amendments, corridor studies, land use planning, and recreation planning. He has also written zoning ordinances and master plans for numerous communities in Michigan. Additionally, he has acquired extensive experience with zoning questions and interpretations while working with the Zoning Board of Appeals in various communities. He is a Certified Zoning Administrator. Doug is a trainer and regular speaker for the Michigan Association of Planning and has taught several of the sections of the MSU Citizen Planner program.



PROFESSIONAL AFFILIATIONS AND CREDENTIALS

American Institute of Certified Planners License No. 013020

Professional Community Planner, State of Michigan, Registration No. 654

American Planning Association

Michigan Association of Planning

Certified Zoning Administrator
Planning & Zoning Center - MSU

EDUCATION

Masters of Urban Planning, Wayne State University

Bachelors of Science, Community Planning, Northern Michigan University

EXPERIENCE

Principal, Carlisle|Wortman Associates, Inc.
Ann Arbor, MI, 2002-Present

Community Planner, Carlisle/Wortman Associates Inc.,
Ann Arbor, MI, 1993 - 2002

Associate Planner, McKenna Associates., Farmington Hills, MI, 1992 - 1993

Planning and Economic Development Coordinator,
Charter Twp. of Springfield, Davisburg, MI, 1988 - 199

CAD Operator/Construction Inspector, Hubbell, Roth and Clark,
Bloomfield Hills, MI, 1984 - 198



BENJAMIN R. CARLISLE, LEED, AICP, PRINCIPAL, has over 15 years of experience working as a professional planner, including experience in zoning, land use and comprehensive planning, site planning, Tax Increment Financing, and economic development. With Carlisle/Wortman Associates, Mr. Carlisle serves as consulting Planner to the City of Troy, and Pittsfield Township, and assists with consulting planning for the City of Saline, City of Southfield, the Village of Clinton, and the City of Howell. Mr. Carlisle has also been assisting in special projects including ReImagine Washtenaw and Detroit Works. Mr. Carlisle also serves as a planning and zoning trainer for the Michigan Municipal League. Mr. Carlisle is currently serving as the Planning Manager for the City of Ann Arbor.



EDUCATION

BA, Urban Planning and Geography | Miami University

MUPP, Urban and Regional Planning | University of Illinois - Chicago

EXPERIENCE

Principal, Carlisle|Wortman Associates, Inc.
Ann Arbor, MI, 2011 - Present

Senior Planner, Teska Associates, Inc.
Evanston, IL, 2007 - 2011

Planner II, City of Highland Park
Highland Park, IL, 2003 - 2007

Economic Development Consultant, City of Chicago
Chicago, IL, 2001-2003

PROFESSIONAL CERTIFICATIONS

American Institute of Certified Planners | Reg. # 13613

LEED Accredited Professional Leadership in Energy & Environmental Design

Form Based Code Institute Certified

PROFESSIONAL AFFILIATIONS

American Planning Association

U.S. Council on Green Building

American Planning Association-IL Chapter
Executive Board Treasurer 2006-2011

Zoning Board of Appeals, City of Ann Arbor,
2011-Present

Chaddick Institute Development Control Awards-Finalist,
Highland Park Pedestrian Shopping Overlay District.



RICHARD K. CARLISLE, PCP, AICP, PRESIDENT has been practicing community planning for more than thirty-five years. During this time, he has been instrumental in guiding development of diverse communities throughout southeast Michigan, drafting planning and zoning enabling legislation, establishing state-wide community planning policy, and guiding education and growth in both state and national planning associations. His involvement demonstrates his commitment to the deliberate and sustainable growth of Michigan communities. He has also served as an expert witness in over one hundred zoning cases.



EDUCATION

MS, School of Natural Resources | Ohio State University

Graduate Study, City and Regional Planning Program | Georgia Institute of Technology

BS, Social Studies | Miami University

EXPERIENCE

President, Carlisle|Wortman Associates, Inc.
Ann Arbor, MI, 1991-Present

President, Code Enforcement Services, Inc.
Ann Arbor, MI, 1999-2008

Owner, Carlisle Associates, Inc.
Ann Arbor, MI, 1988-1991

Independent Contractor, Richard K. Carlisle, PCP
Ann Arbor, MI, 1985-1988

Vice President, Community Planning & Management, P.C.
Ann Arbor, MI, 1982-1985

Associate, Ayres, Lewis, Norris & May, Inc.
Ann Arbor, MI, 1977-1982

County Drain Commissioner, Washtenaw County
Ann Arbor, MI, 1976-1977

Planner, Great Lakes Basin Commission
Ann Arbor, MI, 1975-1976

Planner, Ohio Department of Natural Resources
Columbus, OH, 1973-1974
www.cwaplan.com

CREDENTIALS

Registered Professional Community Planner,
State of Michigan | License No. 552

American Institute of Certified Planners |
Membership No. 15344

PROFESSIONAL ACTIVITIES

Michigan Municipal League,
Municipal Official Trainer, 2007-present

Governor's Land Use Council,
Resource Team Technical Advisor, 2003

Michigan Society of Planning,
President, 2000-2001
Board of Directors, 2000-2002

American Planning Association,
Chapter President's Council, 2000-2001

HONORS

Michigan Association of Planning, Presidents Award:
2011

Oakland County Heritage Partner Award, 2003

Michigan Society of Planning Officials, Honor Award:
1981, 1988, 1995, 1998, 2000, 2009

American Society of Landscape Architects, Michigan
Chapter Merit Award, 1988

*FULL CV AVAILABLE UPON REQUEST



CHARLOTTE WILSON is a planner and Geographic Information Systems (GIS) technician who received her Master's Degree in Urban Planning from the University of Michigan with a specialization in land use and environmental planning. She has contributed to many projects including master plans, parks and recreation plans, zoning ordinances, site plan reviews, and public engagement events. With her interests in GIS and land use, she also regularly creates a variety of maps including depictions of future land uses, existing land uses, zoning, non-motorized pathways, and natural features for communities.



EDUCATION

MUP, Master of Urban Planning | University of Michigan

BA, Program in the Environment | University of Michigan

EXPERIENCE

Planner/GIS Technician, Carlisle|Wortman Associates, Inc.
Ann Arbor, MI, 2016-Present

Intern, Carlisle|Wortman Associates, Inc.
Ann Arbor, MI, 2015-2016

GIS Technician, Huron-Clinton Metroparks
Brighton, MI, 2015-2016



QUALIFICATIONS & REFERENCES



3. QUALIFICATIONS & REFERENCES

A PHILOSOPHY OF SERVICE AND COMMITMENT TO MICHIGAN

Carlisle/Wortman Associates, Inc. is well prepared and equally enthused to conduct the scope of services and service specifications described in the Professional Planning Services Request for Proposal. Since 1987 Carlisle/Wortman Associates Inc. has been providing public sector clients with professional planning services. Our highly experienced professionals are forward thinking, both experienced and accomplished at finding sound and creative strategies to fit our clients' needs. Our core service is to act as an expert and extension of the Township with the goal of building strong, attractive, and more livable communities. Our continuing success is a direct result of the philosophy to which we adhere: responsiveness, commitment, trust, and success.

We have been exclusively servicing Michigan for over thirty years. With a commitment to public service, we **only** provide services for governmental and non-profit entities ranging from townships, cities, and counties to community development organizations and public transit agencies. We take pride in the fact that Carlisle/Wortman Associates does not represent private developers, as we believe this creates a conflict of interest. The firm currently serves 75 clients, the majority of which are centered on continuing planning services. Each client is personally represented by a principal of the firm.

CWA has a long standing relationship with communities in Washtenaw County and Southeast Michigan providing planning consultation services since 1981. We currently represent numerous surrounding communities.

We are very familiar with the Charter Township of Ypsilanti due to the service we provide to other communities in the vicinity. We are aware of the varied land use within the Township and the Township's desire for balanced growth. We have thoroughly reviewed the RFP and have prepared this proposal to respond to the requirements and needs of the Township.

The Charter Township of Ypsilanti can rely on CWA for:

Responsiveness

We believe in constant contact with our clients via telephone, in person meetings, email, and mobile communication and at hours beyond standards business practice.

Commitment

We have been working with client communities for as long as 30 years.

Trust

We cherish long-term client-consultant relationships built by listening intently to client needs, maintaining clear and frequent contact, providing timely and responsive service, and exceeding expectations.

Success

We equip our clients for success by sharing our expertise, leadership, and creativity while educating communities to ensure successful solutions.

Corporate Information:

- a. Carlisle/Wortman Associates. 18 professional employees with offices located in Troy and Ann Arbor, Michigan. CWA was founded in 1987.
- b. Office Location. Office work would be performed out of our Ann Arbor office.

Points of Contact

Doug Lewan, AICP
Principal-in-charge

Project Manger

Ben Carlisle, AICP, LEED AP
Principal

605 S. Main Street, Suite 1
Ann Arbor, Michigan 48104
(734) 662-2200 phone
(734) 662-1935 fax
DLewan@cwaplan.com
BCarlisle@cwaplan.com

- c. CWA Services include:
 - Continuing planning services
 - Zoning studies and ordinance preparation
 - Development Review
 - Master planning
 - Code enforcement
 - Corridor studies
 - Greenway and open space planning
 - Environmental/watershed planning
 - Park and recreation plans
 - Litigation assistance
 - Economic development plans and studies
 - Grant assistance



3. QUALIFICATIONS & REFERENCES

RELEVANT EXPERIENCE WITH CLIENT COMMUNITIES:

Over the years, CWA has been a partner in planning with numerous Washtenaw County communities. In a number of similar communities, such as Pittsfield Township (Washtenaw County), and Scio Township (Washtenaw County), CWA has regularly scheduled office hours. During office hours, CWA is available to Township staff, Officials and residents for development meetings, reviews, interaction with the public, zoning administration and other daily tasks. On unscheduled days, CWA is available to Township staff via telephone and/or email. We also accomodate special appointments as necessary.

The following people are some similar clients with whom we have worked with in southeast Michigan. We encourage you to call them to discuss our professional performance and skills.

PITTSFIELD TOWNSHIP

CWA has provided planning and zoning consultation services to Pittsfield Township since 2002. We hold regular office hours twice a week and provide staffing to all Planning Commission meetings. In 2014, we assisted the Township in a comprehensive update to the Zoning Ordinance and are currently assisting in the Master Plan Update.

Craig Lyon, Director of Utilities
6201 West Michigan Avenue
Ann Arbor, MI 48104
(734) 822-2109
lyonc@pittsfield-mi.gov

SCIO TOWNSHIP

Spaulding Clark, Supervisor
827 N. Zeeb Road
Ann Arbor, MI 48103
(734) 369-9400
esclark@sciotownship.org

CITY OF SALINE

Gary Roubal, City Superintendent/Engineer
100 North Harris Street
Saline, MI 48176
(734) 429-4907
groubal@cityofsaline.org



FEES & BILLING RATES



4. FEES & BILLING RATES

FEES

For budgeting purposes, we have provided two (2) billing options. Please note that for any option, our costs for development review and private initiated actions can be costs borne by the applicant. If desired, we can work with the Township to establish a development review fee schedule to pass along our costs to the applicant. Our current development review fee schedule will be provided upon request.

A. Typical Monthly Retainer

Carlisle|Wortman Associates, Inc. (CWA) will be represented by Doug Lewan, Executive Vice President, and Ben Carlisle, Principal.

The monthly retainer shall be \$1000 and would include the following services:

1. Attendance at one (1) regular Planning Commission meeting per month.
2. Attendance at pre-planning meetings provided such meetings are conducted on day of regular Commission meetings.
3. Unlimited telephone/e-mail consultation with staff.
4. Keep Township officials current on changes in State planning and zoning enabling legislation, grant programs, and latest planning issues.
5. Conduct one (1) annual workshop with the Planning Commission, Township Board, and/or Zoning Board of Appeals on subject matter tailored to the Township's request.

B. Hourly Rate Schedule

All other work, including attendance at meetings not covered by the retainer, development reviews and minor studies and ordinance amendments, shall be performed hourly based on the fees provided below, as well as our development review fee schedule:

Project Team	2016 Rate	2017 Rate	2018 Rate
Principal (R. Carlisle)	\$125.00	\$130.00	\$130.00
Principal (D. Lewan)	\$110.00	\$115.00	\$115.00
Principal (B. Carlisle)	\$100.00	\$105.00	\$105.00
Project Planner (M. Lonnerstater)	\$90.00	\$95.00	\$95.00
Graphics(GIS) Technician (C. Wilson)	\$65.00	\$70.00	\$70.00
Support Staff	\$55.00	\$60.00	\$60.00



4. FEES & BILLING RATES

C. Major Studies and Amendments

From time to time, the Township may request more in-depth studies, amendments, etc. In this case, we will bill our time based on current hourly rates or provide the Township Supervisor with a written not-to-exceed cost proposal, if requested.

D. Billing

Detailed invoices are mailed monthly.





INSURANCE



INSURANCE

Carlisle/Wortman Associates, Inc. maintains General Liability, Automotive Liability, and Professional Liability insurance. Workers Compensation Insurance and statutory coverage is also maintained. Evidence or proof of insurance shall be provided if requested by the community.

DISCLOSURES

Availability

Carlisle|Wortman Associates is available to start work immediately.

Financial Capability

Carlisle/Wortman Associates, Inc. is a Michigan corporation established in May of 1991. Prior to May of 1991, Carlisle Associates was organized as a sole proprietorship. There exists no conflicting financial or professional interest in the community which would not allow us to perform services.

We are a municipal consulting firm and, as a result, our business is financially stable. We invite you to consult our banking reference:

Mary Hays, Bank of Ann Arbor, (734) 761-9828

Ethics

All planners employed by Carlisle/Wortman Associates, Inc. follow and are bound by the Michigan Association of Planning and American Planning Association Code of Ethics that require full disclosure of any potential or real conflicts of interest.

An Equal Opportunity Employer

Carlisle/Wortman Associates, Inc. interviews interested applicants and maintains a file of resumes and applications for employment. Race, color, age, sex, creed, or national origin shall not be considered in evaluating any person for employment, merit increases, promotion, termination for cause, or reduction in force, or any other such action affecting employees.



APPENDIX

Services and Township Clients Represented Project Sheets



SUMMARY OF TOWNSHIP CLIENTS

		General Planning	Development Review	Master Planning	Ordinance Revisions	Special Studies	Expert Testimony	Recreation Planning
Oakland County	Brandon Charter Twp							
	Highland Charter Twp							
	Independence Charter Twp							
	Orion Charter Twp							
	Oxford Charter Twp							
	Springfield Charter Twp							
Washtenaw County	Ann Arbor Charter Twp							
	Augusta Charter Twp							
	Lima Township							
	Lodi Township							
	Lyndon Township							
	Manchester Township							
	Pittsfield Charter Twp							
	Saline Township							
	Scio Township							
	Superior Charter Twp							
	Webster Township							
	York Charter Twp							



		General Planning	Development Review	Master Planning	Ordinance Revisions	Special Studies	Expert Testimony	Recreation Planning
Livingston County	Green Oak Charter Twp							
	Handy Township							
	Howell Township							
	Iosco Township							
	Marion Township							
	Putnam Township							
	Unadilla Township							
Wayne County	Canton Charter Twp							
	Huron Charter Twp							
	Plymouth Township							
	Sumpter Township							
Other Michigan Counties	Adrian Charter Twp							
	Argentine Township							
	Baldwin Township							
	Berlin Charter Twp							
	Blissfield Township							
	Bunker Hill Township							
	Fenton Charter Twp							
	Ida Township							
	Leslie Township							
	Lexington Township							
	Sandstone Charter Twp							
	Sanilac Township							
	Sheridan Township							
	Stockbridge Twp							
Tecumseh Township								

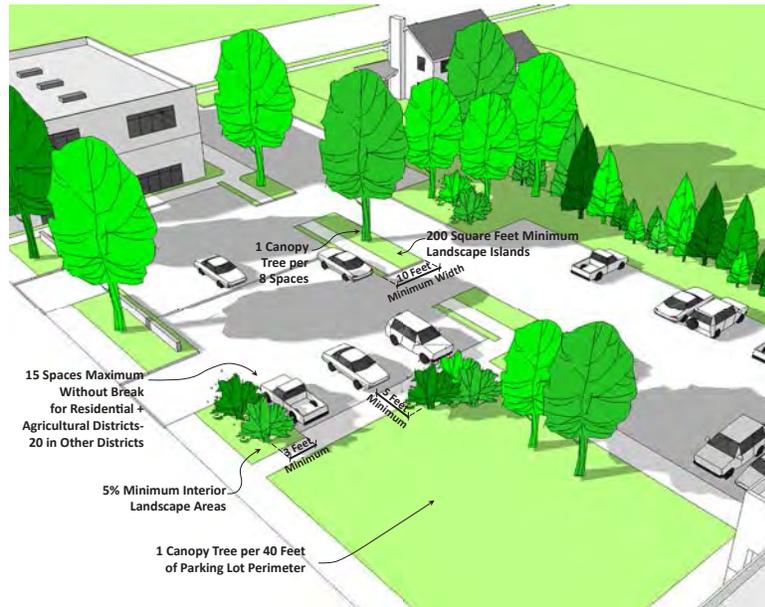
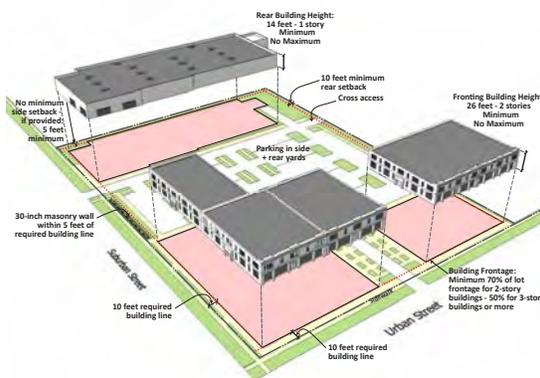
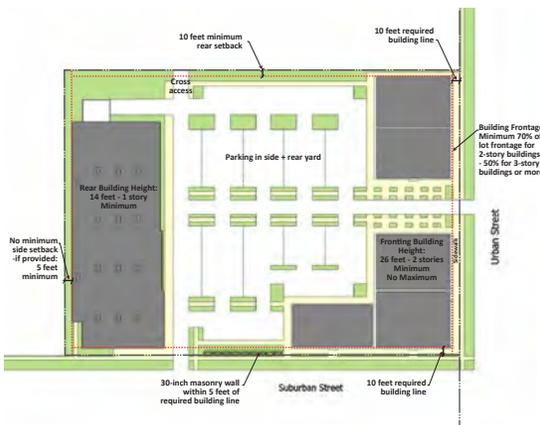
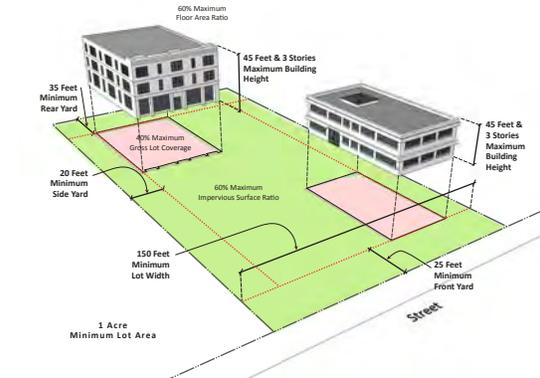


ZONING ORDINANCE
Pittsfield Township

Reflecting the vision of the community's 2010 Master Plan update, the 2013 Pittsfield Township Zoning Ordinance establishes provisions to strengthen rural areas and economic vitality of agriculture, preserve and promote strong existing neighborhoods, integrate art and culture into the public realm, encourage public gathering places, and promote higher density mixed use development at six focused development nodes.

The last significant revision of the Pittsfield Zoning Ordinance occurred over twenty years ago. Since that time, a number of best practices and amendments have been implemented to address specific issues, remain consistent with the Michigan zoning enabling statute, and respond to precedents established by case law.

Without compromising legal precision, the Ordinance has been made understandable to the user. Improved graphics have been included in the document using new software technology. The graphics complement the text to make the Ordinance more user-friendly. Such graphics better illustrate the ordinance requirements such as dimensional, landscaping, and signage regulations. The Ordinance is designed not only for hard copy but also online use, with hyperlinks provided to allow cross-referencing between sections of the Ordinance.



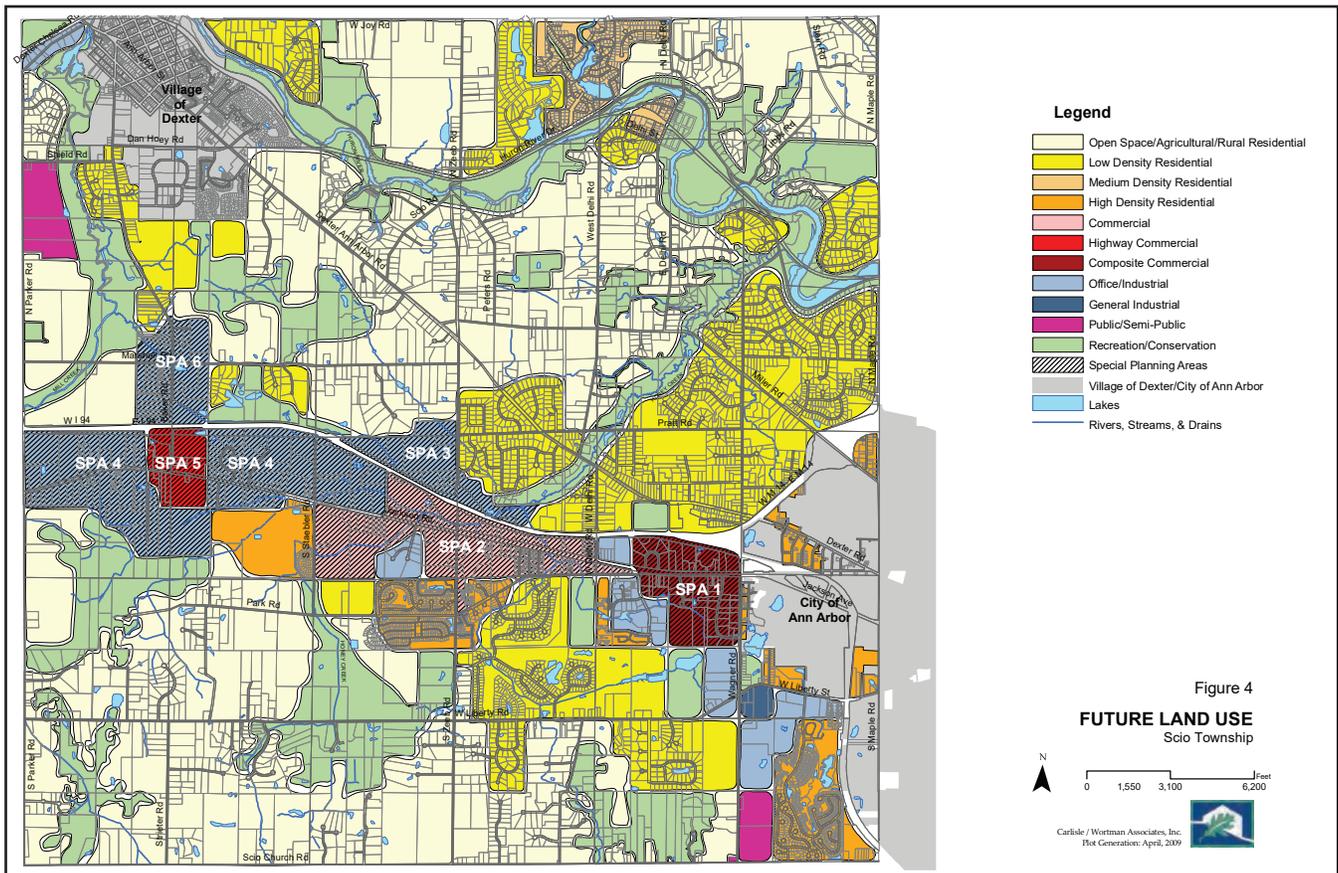


MASTER PLAN
Scio Township

The Scio Township Master Plan was adopted in 1996 and updated in 2009, with a strong emphasis on public participation throughout its development. A survey to households was conducted, a visioning workshop was held, and a formal public hearing was used in the process.

In addition, the development of the Open Space Agricultural and Residential (OAR) land use category further distinguishes this plan. The OAR category is indented to protect existing agricultural land uses, maintain rural character, minimize population density, and promote open space preservation. It is designed to allow low density residential development only when it promotes open space preservation and is compatible with and encourages the maintenance of existing agricultural operations.

The plan also provides for "Special Planning Areas" to promote mixed-use development and a focal point for the community. The Special Planning Areas are centrally located and intended to be the most identifiable aspect of the Township, providing an activity center which unifies the community and which would become the image of the community as a whole.





Project Highlights:

Saline's form based regulations:

- Eliminate nonconformity with regard to use, but seek a consistency of form in exchange
- Promote true mixed-use development
- Address complex downtown parking issues
- Provide a two-tier system designed for a central core and a softer transitional area
- Ensure that development is of human scale, primarily pedestrian-oriented and designed to create attractive streetscapes and pedestrian spaces

The City of Saline has a stable and attractive traditional downtown. The community needed a way to encourage further similar development while allowing for flexibility in design, a wide variety of uses, and a way for 21st century businesses to successfully integrate within a 100-year old setting. Carlisle/Wortman used form-based code to create a two-tier downtown zoning district that respects the historical assets of the area while achieving these important goals. The Saline code permits a wide range of uses, but requires that buildings respond to the street in a way that complements the pedestrian-friendly atmosphere.

Within Saline's two-tier system, the "core" subdistrict promotes the continuation of the existing strong central business district of Saline. The "edge" subdistrict is more permissive in terms of allowing a variety of setbacks for reusing homes as businesses, permits a more broad range of residential options, and focuses on a softer transition between the central business district and the surrounding neighborhoods.

Downtown Zoning
Form-Based Code Workshop
June 29, 2011 / 7:00 - 9:00 P.M.
Liberty School Cafeteria
7265 North Ann Arbor St.

**CITY OF
SALINE**

Conventional zoning relies on strict land use separation to ensure compatible land use relationships. However, an unintended consequence of this approach is that the places people want to visit, live in, or work in are often separated by great distances.

In areas like Downtown Saline, however, more compact, mixed-use development is a tradition. As a result, the City has an asset in Downtown that must be carefully considered with regard to local zoning. The new Master Plan places great emphasis on the form and success of Downtown Saline. Form-based codes are a new, innovative tool that can support and build on the best attributes of the Downtown area by prescribing a more predictable physical development outcome while freeing up restrictions on the use of properties. In this way, the code will promote and incentivize design that complements Downtown's existing places while allowing a wider mix of land uses. Form-based codes rarely create nonconformity in these types of applications, and usually add an economic windfall to existing owners in that they allow for new types of investment.

Form-based codes are built on a few simple rules, but these rules vary widely depending on the preferences and desired outcome of the community. This is where the City of Saline needs your help. On June 29, at 7:00 p.m., at Liberty School in the cafeteria, 7265 North Ann Arbor St., the City will be holding a Downtown Zoning Workshop where you will be asked to weigh in during a series of exercises. Your input will help the City determine what boundaries the Downtown zoning may have, what the community prefers in terms of building height and density, and several other critical zoning factors. We look forward to working with you!




The Downtown Form-Based Code will:

- Ensure that development is of human scale, primarily pedestrian-oriented and designed to create attractive streetscapes and pedestrian spaces.
- Promote the retention and protection of the most desirable and valuable existing assets of the Downtown area.
- Promote infill development and redevelopment to expand the employment and economic base.
- Promote mixed-use development horizontally and vertically.
- Ensure reasonable transition between higher intensity development and adjacent neighborhoods.
- Improve mobility options and reduce the need for on-site parking by encouraging alternative transportation.



REIMAGINE WASHTENAW CORRIDOR IMPROVEMENT STUDY Washtenaw County

As part of the four-jurisdiction ReImagine Washtenaw effort, Washtenaw County hired Carlisle|Wortman to create Washtenaw Avenue Design Guidelines for Pittsfield and Ypsilanti Township. The Design Guidelines will facilitate phased development for a livable, walkable, and workable corridor. These standards are a paradigm shift - from customary single-use zoning and automobile-oriented development patterns to development decisions focused on building form, integrated use, universal access, and pedestrian amenities - all to transform the Washtenaw Avenue corridor. The primary focus of the Design Guidelines is to “reimagine” the relationship of the building to the street, which considers building mass, site access, parking arrangement, and treatment of the pedestrian realm.

The Design Guidelines focus on these key design parameters:

- Enhance the pedestrian realm
- Encourage a mix of uses
- Incorporate functional public spaces and decorative public art
- Ensure transportation choices
- Provide “complete streets” that include facilities for vehicles, bicycles and pedestrians of all abilities
- Offer varied housing options

The Design Guidelines are intended to guide new development of individual properties and consolidated parcels along the corridor, and promote a cohesive and inviting pedestrian realm through abundant landscaping and public amenities, integrated transit infrastructure, and smart access management. By encouraging visionary thinking and collaborative action, following proven design principles, and prioritizing deliberate site improvements, these Design Guidelines provide strong foundations for innovation and corridor revitalization. The guidelines promote improvements that respect and relate to the existing development, and provide a comfortable, distinctive, and stimulating investment environment.

Following up on the Design Guidelines, CWA assisted Pittsfield Township in the adoption of a Form-Based Code along Washtenaw Avenue. The Washtenaw Avenue Form-Based Code implements the vision established by the Master Plan and the ReImagine Washtenaw Corridor Improvement Study. The Washtenaw Avenue Mixed Use District requires the development of mixed-use sites and mixed-use neighborhoods while maintaining existing neighborhood fabric and providing appropriate edge transitions. The overall intent of the District is to develop a street form of mixed use buildings set close to the street that reflect quality urban design and promote multiple forms of transportation.



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

**Recreation Department/
Community Center**

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

Memorandum

TO: Karen Lovejoy Roe, Clerk
FROM: Angie Verges, Recreation Services Manager 
CC: Brenda Stumbo, Ypsilanti Township Supervisor
DATE: June 13, 2016
RE: Approval to seek sealed bids for paving of a portion of the path at Appleridge Park

We are asking for Board authorization to seek sealed bids for the paving of a portion of the walking path at Appleridge Park. The portion to be paved is around the play structure area.

Funding for this project is from a grant (Building Healthy Communities) we received from mParks - Michigan Recreation and Park Association. As you may recall, at the April 5, 2016 Board meeting, we were approved to accept this grant. Monies are budgeted in account number 212-970-000-975-795.

Please place this item on the June 21, 2016 Township Board meeting agenda for review/approval.

CHARTER TOWNSHIP OF YPSILANTI

INFORMATION SERVICES

Computer Support • Web Content Management • Communications Services

To: Karen Lovejoy Roe, Township Clerk
From: Travis McDugald, IS Manager
Re: Request to accept the bid for purchase, installation and ongoing maintenance of five multi-function devices from Applied Imaging for a cost of \$33,150 budgeted in line item 101-266-000-970-000.
Date: June 13, 2016
Copy To: Mike Radzik, OCS Director

On February 2th 2016 the Township Board approve seeking proposals for the replacement of multi-function devices located at the Civic Center.

The Township received five qualified proposals from four companies as follows:

Vendor	Equipment Brand	Purchase Price	Three Year TCO
Toshiba	<i>Toshiba</i>	\$28,415	\$47,163
Image Business Solutions	<i>Sharp</i>	\$33,985	\$54,731
Applied Imaging	<i>Ricoh</i>	\$33,150	\$57,243
University Office Tech	<i>Sharp</i>	\$40,020	\$68,082
University Office Tech	<i>Sharp</i>	\$44,372	\$72,434

The three-year Total Cost of Ownership (TCO) is based on:

- 393,271 BW prints made between June 2015 and May 2016
- 117,361 Color prints made between June 2015 and May 2016
- Only includes purchase and maintenance costs; paper and staples not included.

I am recommending the Applied Imaging proposal for the following reasons:

- The Ricoh devices performed better in real world tests as to the “first page out.” This is the waiting period between depressing the start button and the first page exiting the machine. Faster performance results in less time waiting for an average walk up copy job, many of which are only one page. The cumulative advantage over three years is a measurable reduction in loss of staff productivity.
- Staff familiarity with exiting Ricoh devices resulting in a reduced learning curve.

Travis McDugald
IS Manager, Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

INFORMATION SERVICES

Computer Support • Web Content Management • Communications Services

To: Township Board
From: Travis McDugald, IS Manager
Re: Request to authorize Computer Support to seek proposals for the installation of fiber optic cabling at the Civic Center and Compost Site; bid recommendation to be brought back to the Board for approval.
Date: Jan 13, 2016
Copy To: Mike Radzik, OCS Director

This is a budgeting project for 2016 to install fiber optic cable at two locations.

Location 1) Install fiber optic cabling underground connecting the main Civic Center building to the Civic Center Maintenance Garage

Location 2) Install fiber optic cabling underground connecting the Compost Site Gate House to the Compost Site Maintenance Garage

The computer infrastructure at the Civic Center buildings are currently connected by two wireless bridges. This connection suffers from random dropped packets and spikes in latency, which means it is unstable and unreliable. Installation of fiber will provide a more reliable connection and allow for higher throughput.

The connection at the Compost site uses a single wireless bridge and suffers from the same issues at the Civic Center. In addition, the Compost site does not have a clear line of site between the two building requiring trimming and/or removal of trees to maintain service.

In general, wireless connections have several challenges including clear line of site, Fresnel zone, security, and restricted throughput; as such wireless connections should be considered as a last resort. I believe we should start to build a more reliable network for the future.

Travis McDugald
IS Manager, Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

INFORMATION SERVICES

Computer Support • Web Content Management • Communications Services

To: Township Board
From: Travis McDugald, IS Manager
Re: Request to authorize Computer Support to seek proposals for Managed Print Services for existing networked printing equipment to be brought back to the Board for approval.
Date: Jan 13, 2016
Copy To: Mike Radzik, OCS Director

Currently our existing printing fleet at all buildings is covered by one of two vendors, or none at all. When new devices are purchased, then a third vendor will be added.

I am requesting approval to seek options to reduce the number of vendors the Township has to manage and to hopefully make printer maintenance more efficient and cost effective. This will also protect exiting equipment currently not covered under a maintenance plan.

Maintenance plans include all toner, fusers, maintenance, and repairs in return for a per page charge, often less than 1.5 cents per page. The benefits include a more consistent print cost with little to no unexpected large replacement costs.

For instance, we currently have seven Ricoh SP4100 devices. A single toner cartridge for this device costs \$139 with an estimated yield of 7,500 pages, costing \$0.0185 per page not including service calls or other maintenance. A maintenance agreement in place at \$0.015 per page would cost less than a toner cartridge and would include any service calls.

Proposals will be reviewed and a recommendation returned to the Board for consideration.

Travis McDugald
IS Manager, Charter Township of Ypsilanti