

CHARTER TOWNSHIP OF  
YPSILANTI BOARD OF TRUSTEES

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*Supervisor*

**BRENDA L. STUMBO**

*Clerk*

**KAREN LOVEJOY ROE**

*Treasurer*

**LARRY J. DOE**

*Trustees*

**JEAN HALL CURRIE**

**STAN ELDRIDGE**

**MIKE MARTIN**

**SCOTT MARTIN**

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**August 16, 2016** Revised 8-16-16

**Work Session – 5:00 p.m.**

**Regular Meeting – 7:00 p.m.**

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

TO: Township Board

FROM: Brenda Stumbo

A handwritten signature in cursive script, appearing to read "Brenda", is written over the printed name "Brenda Stumbo".

RE: Accept resignation of Brandon Jones from Planning Commission

DATE: August 10, 2016

I contacted Brandon Jones regarding his attendance at the Planning Commission meetings. He stated his business has taken him to California and requested that he resign from this board.

		Year to Date	
	Prior Year Comparison		
Month	Revenue	Revenue	
	2015	2016	
<b>January</b>	\$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	\$ 138,669.47	
July	\$103,821.60	\$ 131,882.07	
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			
<b>Totals:</b>	\$1,384,389.90	\$ 1,120,744.77	
<b>Expenditure</b>			
<b>Budget:</b>	\$1,328,089.00	\$ 1,443,321.00	
<b>Difference:</b>	\$56,300.90	\$ 322,576.23	

14-B District Court

Revenue Report for July 2016

**General Account**

Account Number	
<b>Due to Washtenaw County</b>	
(101-000-000-214.222)	<b><u>\$3,570.00</u></b>
<b>Due to State Treasurer</b>	
Civil Filing Fee Fund (MCL 600.171):	\$16,555.00
State Court Fund (MCL 600.8371):	\$1,360.00
Justice System Fund (MCL 600.181):	\$26,107.44
Juror Compensation Reimbursement Fund:	
Civil Jury Demand Fee (MCL 600.8371):	\$20.00
Drivers License Clearance Fees (MCL 257.321a):	\$1,740.00
Crime Victims Rights Fund (MCL 780.905):	\$7,610.86
Judgment Fee (Dept. of Natural Resources):	\$30.00
E-File Fee (228.56):	\$5,140.00
<b>Due to Secretary of State</b>	
(101-000-000-206.136)	\$1,755.00
Total:	<b><u>\$60,318.30</u></b>

**Due to Ypsilanti Township**

Court Costs (101-000-000-602.136):	\$43,543.07
Civil Fees (101-000-000-603.136):	\$14,535.00
Probation Fees (101-000-000-604.000):	\$6,964.99
Ordinance Fines (101-000-000-605.001):	\$66,204.00
Bond Forfeitures (101-000-000-605.003):	\$1,335.00
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):	(\$699.99)
Total:	<b><u>\$131,882.07</u></b>

**Total to General Account - (101.000.000.004.136):** **\$195,770.37**

**Escrow Account**

(101-000-000-205.136)

Court Ordered Escrow:	\$2,500.00
Garnishment Proceeds:	\$0.00
Bonds:	\$15,595.00
Restitution:	\$4,477.82

**Total to Escrow Account - (101.000.000.205.136):** **\$22,572.82**

14-B District Court

Monthly Disbursements

July 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.

**July 2016 Disbursements:**

Washtenaw County:	\$ 3,570.00
State of Michigan:	\$ 60,318.30
Ypsilanti Township Treasurer:	\$131,882.07

TOTAL: \$195,770.37

*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](http://www.ytown.org)

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# MEMORANDUM

To: Ypsilanti Township Board of Trustees  
From: Jeff Allen, Director – Residential Services Department  
Date: August 5, 2016  
RE: RSD – Monthly Board Report- July-August 2016

The weather continues to cause difficulty in our operations. We are not able to generate our expected electricity & revenue from that as well as most of the turf in the parks and surrounding office areas are burned out. The seeding that was done in mid-May has not taken as we have not have enough rain to get the seeds to germinate. I have spoken with OHM and we have yet to do the punch-list for the Vets drive project. We plan to meet after Labor Day to complete the punch-list and re-seeding these areas will be on it.

We have installed 2 bollard lights along the front entrance of the Civic Center. These are on the same timers as the parking lot lights frame the front doors as one enters, especially when it is dark outside.

I received quotes from 2 different companies to do some work on our blinds. These are old and some in need of repair, plus we are entertaining putting some new ones in the 1<sup>st</sup> floor conference room to block the light coming in from the windows near the pond. The amount of light that comes in does not make it easy to darken the room for projection presentations.

I spent a significant amount of time over the past few weeks putting together our preliminary budgets which were due a bit ago. I had 7 different funds to budget for, some of which had both revenue and expense line items.

We have upgraded the safety surface at our playgrounds over the past few weeks. We brought in 4 truckloads of fall zone material and fluffed up all the wood chips that are under the playground. This is an expensive and time consuming project, but necessary for the safety of the kids playing on the equipment.

Over the past week and a half, we spent most of our time working on the August 2 election. From planning meetings to site visits to moving the equipment in to allow voting and then the teardown it was a busy time.

We thank the Township Board for the approval of the Compost's wind-row turner. We have received it in the yard and put it to work already. I have photos of it if you are interested, or feel free to stop out there and take a look at our exciting new addition.

Michael Saranen and I spent a half day on Ford Lake doing the mandatory Purple loose-strife survey. Overall, the amount on the lake is declining, however there is a spot of a lot of growth over in front of Lakeshore Apts. These plants are on a very steep grade and therefore I am not sure how accessible they are to remove.

I continue to work with the Spicer Group on the DNR Tennis court grant we received. Currently the specs for the bidding are in Lansing at their offices. We are waiting for them to approve what we have proposed and then we will bid the project out. We hope to have the results from the bids back and will be recommending an award at the September 20<sup>th</sup> board meeting.

We expect the 2 new pick-up trucks for the OCS department to be in by the time of the board meeting. These are the 2 that you approved with a budget at your July 19 meeting.

I continue to do sidewalk repair under our sidewalk safety program. We have removed and replaced 5 locations to date. We have removed walks at another 10 locations and those will be poured in the next few days. These continue to come in as since August, 3 more came in that will be done in what I will call round 3.

The Hydro Operations

## **Ford Lake Dam**

### **General Summary:**

The Hydro Station continues to operate safely and continues to get routine safety inspections and preventive maintenance. Operators had 1 after hour call-ins for the month.

Average precipitation for the month of July is around 2.8", this year it was about 1.89" and production for the month was well below average.

The Twp. is process in hiring a replacement Operator due to a retirement. Mr. Robert Eckardt has

indicated he plans on retirement at the end of August 2016 after 16 years of service to the Twp. He will be missed.

The lake's water quality was doing very well even with the dry and sunny conditions. Ideal conditions ended when a storm passed over Ypsilanti causing the lake to get stirred up. Algae started to take off exponentially due to the nutrients at the bottom of the lake coming to the surface.

### **Regulatory:**

#### **Currently-**

- 5 yr. CSIR follow-up. The dept. is addressing the recommendations made by the Engineer. An implantation plan and schedule was filed with FERC on the Twp. actions.
- Cyber Security- multiple items

### Upcoming for 2016-

- update DSSMP (complete)
- EAP Training (complete)
- Part 12- recommendation plan (started)
- Concrete maintenance (started)
- Bridge light replacement (complete)
- Substation maintenance (complete)
- WQ Report (gathering data)
- Nuisance Plant Plan Report (started, draft report completed)
- Wildlife Plan Report
- Historical Activity Report
- Gate Certification
- Security Review (started)
- Annual Safety inspection (August)
- EAP annual update and test

### Projects:

#### *Transfer Trip Communication*

The Township Board approved a construction agreement for new communication with the DTE substation. DTE Electric has provided a project cost of \$180,000. Installation was targeted for May 2015 and then October 2015, but now is planned for June 2016. Another delay by DTE has occurred; the new equipment has been installed (by the Twp.) and now waiting on DTE. Once commissioning of the new equipment the old AT&T lines will no longer be needed saving over \$36K per year.

### Operation Summary

<b>2016</b>	<b>July</b>	<b>YTD</b>	<b>3yr Ave.</b>
Precipitation	1.89"	15.14"	31.4
Days Online	31	206.5	348
Generation MWH (estimated)	179.287	5,542.341	8,558
Generation lost MWH (estimated)*	0	223.598	
After Hour Call In			
Water levels	1	22	40
Mechanical/Electrical	0	2	3
Other	0	0	5
Totals	1	24	48

<b>Recent History</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
Precipitation total	40.87"	34.31"	25.27"
Days Online	345	355	345
Generation MWH (estimated)	8,991.285	9,745.999	7,723.040
Generation lost MWH (estimated)*	454.824*	643.164*	419.050*

After Hour Call In			
Water levels	44	43	32
Mechanical/Electrical	1	7	1
Other	0	15	1
Totals	45	67	34



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

\*\* NOAA, (36" average precipitation annually)

### Spilling Summary:

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

The water quality monitoring begins on June 1<sup>st</sup> and will end on September 30<sup>th</sup>; operators monitor the water quality conditions and take readings as outline in the WQ Plan. The hydro discharges from the bottom gates to maintain run of river and/or help with water quality in Ford Lake. The Federal License requires we pass water with a minimum of 5mg/l of dissolved oxygen all the time. Therefore, spilling from the bottom gates in the summer for the purpose of improving the lake is not always possible.

### Sluice Gate Usage Summary

<b>2016</b>	Current Year Days Spilled	Current Year Lost KWh*	Current Year Lost \$*	Prior Year Lost \$*
January	0	0	0	0
February	0	0	0	0
March	9	0	0	0
April	4.6	0	0	0
May	7.8	48,350	2,734	139
June	20.0	168,160	8,586	5,219
July	0	0	0	2,230
August				4,335
September				0
October				0
November				0
December				0
Totals	41.4	216,510	\$ 11,320	\$ 11,923*

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

## Sargent Charles Dam and Tyler Dam

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

### Tyler Dam –

Phase 3-

The Construction project for Tyler Dam is now moving forward with approval to proceed by the Board in June.

### Sargent Charles Dam -

Staff completed some embankment maintenance on the upstream side.



# WASHTENAW COUNTY OFFICE OF THE SHERIFF



**JERRY L. CLAYTON**  
SHERIFF

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

**MARK A. PTASZEK**  
UNDERSHERIFF

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

In July of 2016, there were 4256 calls for service in Ypsilanti Township, which is a 7.3% decrease in calls for service as compared to July of 2015. Even with the hot temperatures, calls for service decreased.

## **OPERATIONS**

During July 2016, Patrol Operations has been efficient in handling calls for service, traffic enforcement and community engagement in pursuit of our total policy philosophy. The traffic unit has been an excellent initiative and currently is shouldering a significant portion of the traffic related incidents and enforcement. This is allowing Patrol additional time to work on case management, investigations and proactive policing. Direct communication with Supervisor Stumbo and Director Radzik is open and ongoing. My cell phone number is 734-545-6684. Please feel free to call me directly with questions, comments or concerns.

## **YOUTH INITIATIVE**

Deputies Dyer, Richardson and Guynes have been assigned as the Juvenile Team. Although juvenile calls for service have remained consistent with last year's numbers, it appears the new system is working. Many of the calls for service are actually generated by the Juvenile deputies proactively. For instance, when one of the deputies goes to an at risk juveniles home to speak with them (non-investigative) they pull a cfs number. This drives up the number, but it is not a traditional call for service. Another indicator of success is the fact that many of the juveniles that have been picked up after curfew hours have indicated they knew they would be in trouble because the Sheriff is always in the neighborhood. There is additional work to be done over the next 30 days.

# CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

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

# CLR-008 Monthly Summary Of Offenses (WD)

## City:Ypsilanti Twp-YPT

For The Month Of July

Classification	Jul/2015	Jul/2016	%Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
10001 KIDNAPPING/ABDUCTION	0	3	0%
10002 PARENTAL KIDNAPPING	0	0	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	3	2	-33.3%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	1	2	100%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	0%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	2	0	-100%
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	1	2	100%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	4	1	-75%
12000 ROBBERY	4	9	125%
13001 NONAGGRAVATED ASSAULT	36	62	72.22%
13002 AGGRAVATED/FELONIOUS ASSAULT	23	24	4.347%
13003 INTIMIDATION/STALKING	2	1	-50%
20000 ARSON	1	0	-100%
21000 EXTORTION	0	0	0%
22001 BURGLARY -FORCED ENTRY	25	15	-40%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	2	6	200%
23001 LARCENY -POCKETPICKING	0	1	0%
23002 LARCENY -PURSESNAATCHING	0	2	0%
23003 LARCENY -THEFT FROM BUILDING	10	15	50%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	10	16	60%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	5	1	-80%
23007 LARCENY -OTHER	11	8	-27.2%
24001 MOTOR VEHICLE THEFT	12	14	16.66%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	2	0%
24003 MOTOR VEHICLE FRAUD	0	0	0%
25000 FORGERY/COUNTERFEITING	0	4	0%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	8	5	-37.5%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	5	13	160%
26003 FRAUD -IMPERSONATION	0	0	0%
26005 FRAUD -WIRE FRAUD	0	1	0%
26007 FRAUD - IDENTITY THEFT	6	8	33.33%
26008 FRAUD - HACKING/COMPUTER INVASION	0	0	0%
27000 EMBEZZLEMENT	3	3	0%
28000 STOLEN PROPERTY	2	0	-100%
29000 DAMAGE TO PROPERTY	44	51	15.90%
30001 RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002 RETAIL FRAUD -THEFT	6	10	66.66%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	8	20	150%
35002 NARCOTIC EQUIPMENT VIOLATIONS	0	8	0%

# CLR-008 Monthly Summary Of Offenses (WD)

## City:Ypsilanti Twp-YPT

For The Month Of July

Classification	Jul/2015	Jul/2016	%Change
37000 OBSCENITY	0	0	0%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
52001 WEAPONS OFFENSE- CONCEALED	2	6	200%
52002 WEAPONS OFFENSE -EXPLOSIVES	0	2	0%
52003 WEAPONS OFFENSE -OTHER	1	2	100%
<b>Group A Totals</b>	<b>237</b>	<b>319</b>	<b>34.59%</b>
09003 NEGLIGENCE HOMICIDE -VEHICLE/BOAT	0	1	0%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	1	0%
26006 FRAUD -BAD CHECKS	0	1	0%
36003 PEEPING TOM	0	1	0%
36004 SEX OFFENSE -OTHER	0	1	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	2	2	0%
41002 LIQUOR VIOLATIONS -OTHER	3	2	-33.3%
48000 OBSTRUCTING POLICE	8	14	75%
49000 ESCAPE/FLIGHT	1	0	-100%
50000 OBSTRUCTING JUSTICE	10	10	0%
53001 DISORDERLY CONDUCT	2	2	0%
53002 PUBLIC PEACE -OTHER	0	0	0%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	1	9	800%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	7	25	257.1%
55000 HEALTH AND SAFETY	2	2	0%
57001 TRESPASS	0	0	0%
58000 SMUGGLING	1	0	-100%
59000 ELECTION LAWS	0	1	0%
61000 TAX/REVENUE	0	0	0%
62000 CONSERVATION	0	1	0%
63000 VAGRANCY	1	1	0%
70000 JUVENILE RUNAWAY	9	14	55.55%
73000 MISCELLANEOUS CRIMINAL OFFENSE	1	4	300%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
<b>Group B Totals</b>	<b>48</b>	<b>92</b>	<b>91.66%</b>
2800 JUVENILE OFFENSES AND COMPLAINTS	89	89	0%
2900 TRAFFIC OFFENSES	24	25	4.166%
3000 WARRANTS	56	58	3.571%
3100 TRAFFIC CRASHES	135	100	-25.9%
3200 SICK / INJURY COMPLAINT	102	109	6.862%
3300 MISCELLANEOUS COMPLAINTS	955	906	-5.13%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	3	2	-33.3%
3500 NON-CRIMINAL COMPLAINTS	1613	1112	-31.0%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	769	975	26.78%
3800 ANIMAL COMPLAINTS	104	67	-35.5%
3900 ALARMS	210	171	-18.5%
<b>Group C Totals</b>	<b>4060</b>	<b>3614</b>	<b>-10.9%</b>

# CLR-008 Monthly Summary Of Offenses (WD)

## City:Ypsilanti Twp-YPT

For The Month Of July

Classification	Jul/2015	Jul/2016	%Change
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4200 PARKING CITATIONS	3	2	-33.3%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	2	1	-50%
4400 WATERCRAFT CITATIONS	0	1	0%
4500 MISCELLANEOUS A THROUGH UUUU	8	4	-50%
<b>Group D Totals</b>	<b>13</b>	<b>8</b>	<b>-38.4%</b>
5000 FIRE CLASSIFICATIONS	0	0	0%
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	3	0%
<b>Group E Totals</b>	<b>0</b>	<b>3</b>	<b>0%</b>
6000 MISCELLANEOUS ACTIVITIES (6000)	28	22	-21.4%
6100 MISCELLANEOUS ACTIVITIES (6100)	143	153	6.993%
6300 CANINE ACTIVITIES	7	3	-57.1%
6500 CRIME PREVENTION ACTIVITIES	49	32	-34.6%
6600 COURT / WARRANT ACTIVITIES	0	1	0%
6700 INVESTIGATIVE ACTIVITIES	10	9	-10%
<b>Group F Totals</b>	<b>237</b>	<b>220</b>	<b>-7.17%</b>
<b>City : Ypsilanti Twp Totals</b>	<b>4595</b>	<b>4256</b>	<b>-7.37%</b>

# CLR-008 Monthly Summary Of Offenses (WD)

## City:Ypsilanti Twp-YPT

Year To Date Through July

Classification	2015	2016	%Change
<b>Group F Totals</b>	<b>0</b>	<b>0</b>	<b>0%</b>
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	1	0%
10001 KIDNAPPING/ABDUCTION	2	6	200%
10002 PARENTAL KIDNAPPING	3	1	-66.6%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	16	13	-18.7%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	5	6	20%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	1	5	400%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	3	2	-33.3%
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	1	0	-100%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	2	7	250%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	6	6	0%
12000 ROBBERY	24	37	54.16%
13001 NONAGGRAVATED ASSAULT	285	292	2.456%
13002 AGGRAVATED/FELONIOUS ASSAULT	139	161	15.82%
13003 INTIMIDATION/STALKING	16	34	112.5%
20000 ARSON	3	9	200%
21000 EXTORTION	1	0	-100%
22001 BURGLARY -FORCED ENTRY	102	120	17.64%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	26	36	38.46%
23001 LARCENY -POCKETPICKING	0	1	0%
23002 LARCENY -PURSESNAATCHING	1	2	100%
23003 LARCENY -THEFT FROM BUILDING	79	93	17.72%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	1	2	100%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	102	126	23.52%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	16	7	-56.2%
23007 LARCENY -OTHER	66	50	-24.2%
24001 MOTOR VEHICLE THEFT	56	91	62.5%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	6	13	116.6%
24003 MOTOR VEHICLE FRAUD	1	0	-100%
25000 FORGERY/COUNTERFEITING	12	22	83.33%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	51	54	5.882%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	39	60	53.84%
26003 FRAUD -IMPERSONATION	0	1	0%
26005 FRAUD -WIRE FRAUD	3	6	100%
26007 FRAUD - IDENTITY THEFT	50	57	14%
26008 FRAUD - HACKING/COMPUTER INVASION	0	1	0%
27000 EMBEZZLEMENT	8	21	162.5%
28000 STOLEN PROPERTY	13	11	-15.3%
29000 DAMAGE TO PROPERTY	209	254	21.53%
30001 RETAIL FRAUD -MISREPRESENTATION	6	2	-66.6%
30002 RETAIL FRAUD -THEFT	41	103	151.2%
30003 RETAIL FRAUD -REFUND/EXCHANGE	1	2	100%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	91	121	32.96%

# CLR-008 Monthly Summary Of Offenses (WD)

## City:Ypsilanti Twp-YPT

Year To Date Through July

Classification	2015	2016	%Change
35002 NARCOTIC EQUIPMENT VIOLATIONS	30	50	66.66%
37000 OBSCENITY	1	2	100%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	1	0%
52001 WEAPONS OFFENSE- CONCEALED	15	28	86.66%
52002 WEAPONS OFFENSE -EXPLOSIVES	0	2	0%
52003 WEAPONS OFFENSE -OTHER	8	10	25%
<b>Group A Totals</b>	<b>1541</b>	<b>1929</b>	<b>25.17%</b>
09003 NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	1	0%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	2	13	550%
26006 FRAUD -BAD CHECKS	3	7	133.3%
36003 PEEPING TOM	0	1	0%
36004 SEX OFFENSE -OTHER	1	5	400%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	18	25	38.88%
41002 LIQUOR VIOLATIONS -OTHER	13	20	53.84%
48000 OBSTRUCTING POLICE	45	59	31.11%
49000 ESCAPE/FLIGHT	4	2	-50%
50000 OBSTRUCTING JUSTICE	62	99	59.67%
53001 DISORDERLY CONDUCT	23	18	-21.7%
53002 PUBLIC PEACE -OTHER	1	4	300%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	7	28	300%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	64	155	142.1%
55000 HEALTH AND SAFETY	16	12	-25%
57001 TRESPASS	7	4	-42.8%
58000 SMUGGLING	2	3	50%
59000 ELECTION LAWS	0	1	0%
61000 TAX/REVENUE	0	1	0%
62000 CONSERVATION	1	2	100%
63000 VAGRANCY	3	3	0%
70000 JUVENILE RUNAWAY	64	68	6.25%
73000 MISCELLANEOUS CRIMINAL OFFENSE	13	17	30.76%
77000 CONSPIRACY (ALL CRIMES)	1	0	-100%
<b>Group B Totals</b>	<b>350</b>	<b>548</b>	<b>56.57%</b>
2800 JUVENILE OFFENSES AND COMPLAINTS	398	401	0.753%
2900 TRAFFIC OFFENSES	232	157	-32.3%
3000 WARRANTS	365	419	14.79%
3100 TRAFFIC CRASHES	793	718	-9.45%
3200 SICK / INJURY COMPLAINT	602	745	23.75%
3300 MISCELLANEOUS COMPLAINTS	5361	5418	1.063%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	15	11	-26.6%
3500 NON-CRIMINAL COMPLAINTS	7531	7278	-3.35%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	6572	6933	5.493%
3800 ANIMAL COMPLAINTS	520	496	-4.61%
3900 ALARMS	1270	1197	-5.74%



# CLR-008 Monthly Summary Of Offenses (WD)

## City:Ypsilanti Twp-YPT

Group C Totals	23659	23773	0.481%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	8	12	50%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	3	0%
4200 PARKING CITATIONS	30	22	-26.6%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	7	8	14.28%
4400 WATERCRAFT CITATIONS	0	1	0%
4500 MISCELLANEOUS A THROUGH UUUU	62	66	6.451%
Group D Totals	107	112	4.672%
5000 FIRE CLASSIFICATIONS	3	2	-33.3%
5100 18A STATE CODE FIRE CLASSIFICATIONS	2	11	450%
Group E Totals	5	13	160%
6000 MISCELLANEOUS ACTIVITIES (6000)	229	212	-7.42%
6100 MISCELLANEOUS ACTIVITIES (6100)	711	828	16.45%
6300 CANINE ACTIVITIES	34	48	41.17%
6500 CRIME PREVENTION ACTIVITIES	206	200	-2.91%
6600 COURT / WARRANT ACTIVITIES	8	13	62.5%
6700 INVESTIGATIVE ACTIVITIES	36	61	69.44%
Group F Totals	1224	1362	11.27%
City : Ypsilanti Twp Totals	26886	27737	3.165%

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

<b>BUILDING DEPARTMENT REPORT - July 2016</b>													
<b>Permit Type</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>TOTALS</b>
Building	46	66	77	138	183	158	107						775
	<b>\$ 15,022</b>	<b>\$ 12,486</b>	<b>\$ 51,384</b>	<b>\$ 29,532</b>	<b>\$ 50,604</b>	<b>\$ 36,148</b>	<b>\$ 29,746</b>						<b>\$ 224,922</b>
Electrical	43	43	30	38	23	76	38						291
	<b>\$ 4,780</b>	<b>\$ 3,630</b>	<b>\$ 2,855</b>	<b>\$ 6,205</b>	<b>\$ 2,110</b>	<b>\$ 6,680</b>	<b>\$ 3,235</b>						<b>\$ 29,495</b>
Mechanical	95	83	70	63	56	124	95						586
	<b>\$ 7,150</b>	<b>\$ 8,655</b>	<b>\$ 7,980</b>	<b>\$ 5,185</b>	<b>\$ 4,315</b>	<b>\$ 9,795</b>	<b>\$ 7,125</b>						<b>\$ 50,205</b>
Plumbing	44	54	45	32	62	55	35						327
	<b>\$ 4,345</b>	<b>\$ 3,975</b>	<b>\$ 3,440</b>	<b>\$ 2,580</b>	<b>\$ 4,575</b>	<b>\$ 7,795</b>	<b>\$ 2,960</b>						<b>\$ 29,670</b>
Zoning	1	4	5	19	13	17	10						69
	<b>\$ 35</b>	<b>\$ 140</b>	<b>\$ 250</b>	<b>\$ 935</b>	<b>\$ 650</b>	<b>\$ 850</b>	<b>\$ 485</b>						<b>\$ 3,345</b>
Sub Totals	229	250	227	290	337	430	285						2,048
<b>TOTAL YTD</b>	<b>\$ 31,332</b>	<b>\$ 28,886</b>	<b>\$ 65,909</b>	<b>\$ 44,437</b>	<b>\$ 62,254</b>	<b>\$ 61,268</b>	<b>\$ 43,551</b>						<b>\$ 337,637</b>

<b>INSPECTION RUNNING TOTALS (Building/Trades &amp; Rental)</b>													
<b>Inspections</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>TOTALS</b>
Total 2016	542	381	564	398	509	592	526						3,512
<b>Rental Inspections</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>TOTALS</b>
Total 2016	414	420	374	244	181	238	266						2,137

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

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

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

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

<b>INSPECTION RUNNING TOTALS</b>													
<b>Inspections</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>TOTALS</b>
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

<b>Rental Inspections</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>TOTALS</b>
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



# 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, AUGUST 16, 2016

**5:00PM**

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

1. TRUSTEE ATTENDANCE POLICY .....JAVONNA NEEL
2. TOBACCO FREE POLICY FOR TOWNSHIP PARKS.....LONNIE SCOTT
3. AGENDA REVIEW ..... SUPERVISOR STUMBO
4. OTHER DISCUSSION ..... BOARD MEMBERS

# PROPOSAL #1

## CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES TOWNSHIP TRUSTEE'S MEETING ATTENDANCE POLICY

### 1. **PURPOSE:**

This policy is intended to provide a fair, consistent and transparent procedure that outlines the expectations and standards for all elected township trustees in regard to their attendance at both regularly scheduled and special meetings of the Charter Township of Ypsilanti Board of Trustees. In the case of a Special Meeting being called, proper notification shall be provided to all elected Township Trustees in order to hold them accountable to this policy. While the current State Law mandates a minimum posting time of least 18 hours prior to a Special Meeting, this policy shall require that the posting for all Special Meetings provide a minimum 72 hour notice so as to allow each elected township trustee to adjust their personal schedule and regular work commitments to allow for their attendance. Any Special Meeting with less than 72 hours advance notice shall be exempt from the Attendance portion of this policy.

### 2. **POLICY STATEMENT:**

This policy shall establish the guidelines regarding attendance of township trustees at both regularly scheduled and special meetings of the Charter Township of Ypsilanti Board of Trustees.

### 3. **PRINCIPLES:**

- A. To encourage all elected township trustees to attend as many meetings as possible.
- B. To achieve a fair balance between an elected township trustees commitment to their elected position, their employment commitment outside of their elected position, as well as their personal and community commitments.
- C. To provide support, where appropriate, to assist elected township trustees with attendance barriers, for example; by providing the opportunity to participate, even if unable to vote per state law, in a meeting by the means of audio (phone) or audio-visual conferencing system or by providing advance notice of meeting schedules.

### 4. **PROCEDURES:**

Notification of a known absence

The elected township trustees shall contact the Charter Township of Ypsilanti Supervisor's Office in advance of the scheduled start time of the meeting to advise the Supervisor of their impending absence. This contact shall be done either via an email to the Supervisor's Township email address, or via a text message to the Supervisor's Township

cell phone. A phone call can also be made to the Supervisor's, however an email or text message should still be sent.

**5. NON-PAYMENT TO AN ELECTED OFFICIAL:**

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

**6. MEETING ATTENDANCE REQUIREMENTS:**

The Charter Township Board of Trustees meet regularly on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of the month for an average of 20 meetings per year, although the total number of meetings may vary from year to year. This total does not include special meetings that may be called.

It is understood that circumstances may arise that The Charter Township Board of Trustees may need to be absent from a regularly scheduled board meeting. Trustees will be allowed a total of five (5) board meeting absences during a rolling 12 month period. Any additional absences beyond five (5) shall result in loss of salary in the amount of \$749.20 per meeting missed.

Attendance at Special Meetings called with less than 72 hours advance notice shall be exempt from the attendance policy.

Bereavement Leave of one Board Meeting will be granted due to the death of an immediate family member. A member of his/her immediate family shall be: parent, step-parent, spouse, spouse's parent, spouse's step-parent, child, step-child, grand-parent, spouse's grandparent, grandchild, brother, sister, Trustees brother-in-law, sister-in-law, aunt or uncle in a direct blood relation and great grandparent. Bereavement Leave shall not be counted toward the five (5) absences.

**7. AMENDMENTS:**

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

**8. EFFECTIVE DATE:**

This policy shall become effective on November 20, 2016.

CHARTER TOWNSHIP OF YPSILANTI TRUSTEES:

\_\_\_\_\_  
Stan Eldridge Date

\_\_\_\_\_  
Mike Martin Date

\_\_\_\_\_  
Scott Martin Date

\_\_\_\_\_  
Jean Hall Currie Date

DRAFT



## PROPOSAL #2 (Recommended by HR and the Accounting Director)

### CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES TOWNSHIP TRUSTEE'S MEETING ATTENDANCE POLICY

#### 1. **PURPOSE:**

This policy is intended to provide a fair, consistent and transparent procedure that outlines the expectations and standards for all elected township trustees in regard to their attendance at both regularly scheduled and special meetings of the Charter Township of Ypsilanti Board of Trustees. In the case of a Special Meeting being called, proper notification shall be provided to all elected Township Trustees in order to hold them accountable to this policy. ~~While~~ The current State Law mandates a minimum posting time of least 18 hours prior to a Special Meeting, ~~this policy shall require that the posting for all Special Meetings provide a minimum 72 hour notice so as to allow each elected township trustee to adjust their personal schedule and regular work commitments to allow for their attendance.~~ Any Special Meeting with less than 72 hours advance notice shall be exempt from the Attendance portion of this policy.

#### 2. **POLICY STATEMENT:**

This policy shall establish the guidelines regarding attendance of township trustees at both regularly scheduled and special meetings of the Charter Township of Ypsilanti Board of Trustees. **Trustees shall be compensated on a per meeting basis.**

#### 3. **PRINCIPLES:**

- A. To encourage all elected township trustees to attend as many meetings as possible.
- B. To achieve a fair balance between an elected township trustees commitment to their elected position, their employment commitment outside of their elected position, as well as their personal and community commitments.
- C. To provide support, where appropriate, to assist elected township trustees with attendance barriers, for example; by providing the opportunity to participate, even if unable to vote per state law, in a meeting by the means of audio (phone) or audio-visual conferencing system or by providing advance notice of meeting schedules.

#### 4. **PROCEDURES:**

Notification of a known absence

The elected township trustees shall contact the Charter Township of Ypsilanti Supervisor's Office in advance of the scheduled start time of the meeting to advise the Supervisor of their impending absence. This contact shall be done either via an email to the Supervisor's Township email address, or via a text message to the Supervisor's Township

cell phone. A phone call can also be made to the Supervisor's, however an email or text message should still be sent.

## **5. MEETING ATTENDANCE REQUIREMENTS:**

The Charter Township Board of Trustees meets regularly on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of the each month for a total of 24 scheduled annual Board meetings. Trustees shall be compensated \$625.00 per meeting totaling \$15,000 annually. Meetings cancelled during the summer months (June – September); or for special events such as elections, shall be treated as meetings attended and Trustees shall be compensated the meeting rate of \$625.00. It is also understood that should a second meeting be needed during the summer months (June-September) it shall take place on the 1<sup>st</sup> Tuesday of the month and shall not be considered a special meeting. ~~for an average of 20 meetings per year, although the total number of meetings may vary from year to year.~~

Any special meetings called outside of the 24 scheduled, Trustees shall be compensated \$625.00 per meeting rate. ~~This total does not include special meetings that may be called.~~

It is understood that circumstances may arise that The Charter Township Board of Trustees may need to be absent from a regularly scheduled board meeting. Trustees will be allowed a total of three (3) ~~five (5)~~ board meeting absences during a rolling 12 month period. Any additional absences beyond three (3) ~~five (5)~~ shall result in loss of the \$625.00 per meeting rate. ~~salary in the amount of \$749.20 per meeting missed.~~

~~Attendance at Special Meetings called with less than 72 hours advance notice shall be exempt from the attendance policy.~~

Bereavement Leave of one Board Meeting will be granted due to the death of an immediate family member. A member of his/her immediate family shall be: parent, step-parent, spouse, spouse's parent, spouse's step-parent, child, step-child, grand-parent, spouse's grandparent, grandchild, brother, sister, Trustees brother-in-law, sister-in-law, aunt or uncle in a direct blood relation and great grandparent. Bereavement Leave shall not be counted toward the three (3) ~~five (5)~~ absences.

## **6. ON-PAYMENT TO AN ELECTED OFFICIAL:**

~~Any~~ Elected township trustees who fails to attend ~~the minimum required~~ regularly scheduled or special meetings as outlined ~~above~~ ~~below~~ shall not be paid for the missed meetings. The time frame that will be used to dictate this process shall be a rolling 12-month schedule that will commence on the same day that the elected township trustee begins their term of office. The elected township trustee shall maintain their office per State of Michigan Laws.

## **7. AMENDMENTS:**

No amendments shall be made to this policy without the express approval of a super majority of the full Charter Township Board of Trustees, Thus, changes in any way to this policy shall require the approval of at least five (5) ~~of the current seven (7)~~ elected Board Members and that approval must take place at a regularly scheduled public

meeting of the Charter Township of Ypsilanti Board of Trustees so that the public has prior notification of any such pending changes and also the opportunity to provide public comment.

**8. EFFECTIVE DATE:**

This policy shall become effective on November 20, 2016.

DRAFT

## Park Commission

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



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

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

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# MEMORANDUM

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

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

Subject: Recommendations to the Township Board

Date: August 9, 2016

At our meeting on August 1, 2016, the Park Commission voted unanimously in favor of sending a smoking ban for our Park System to the Township Board. The documents as approved by the Commission are attached.

The Commission has worked diligently over the past several years on a tobacco free policy for our Township parks and are hopeful the Board will consider them and pass them as soon as possible.

Please let me know if you have any questions.

**Charter Township of Ypsilanti  
Tobacco Free Parks Ordinance**

Article III. General Conduct  
Sec. 46-75

**Sec. 46-75. – Tobacco.**

It shall be unlawful for any person to smoke or use any tobacco *products as defined as a preparation of tobacco to be inhaled, chewed, sucked or placed in a person's mouth, including smokeless tobacco and electronic cigarettes* within a park.

**DRAFT**

# Charter Township of Ypsilanti Park System Tobacco-Free Policy Resolution

## Section 1: Rationale

**WHEREAS**, in order to preserve the public health, safety and welfare of the citizens of the Township of Ypsilanti, Michigan; and

**WHEREAS**, the State of Michigan has granted us the power to legislate in the protection of the public health and for the safety of persons and property; and

**WHEREAS**, it is within the authority of the Township to restrict smoking and the use of tobacco products *as defined as a preparation of tobacco to be inhaled, chewed, sucked or placed in a person's mouth, including smokeless tobacco and electronic cigarettes* in Ypsilanti Township parks; and

**WHEREAS**, the Township believes that tobacco use in the proximity of children and adults engaging in or watching outdoor recreational activities at Township-owned parks is detrimental to their health and can be offensive to those using such facilities; and

**WHEREAS**, cigarette butts are the most littered item in the United States and require additional maintenance expenses, diminish the beauty of the Township's recreational facilities, pose a significant risk of fire damage to grasses, landscaping and natural spaces; and

**WHEREAS**, the Township Park Commission and Board of Trustees determines that the prohibition of tobacco use at the Township's parks serves to protect the health, safety and welfare of the citizens of our Township.

**THEREFORE**, be it resolved that *the use of tobacco products* is prohibited in Township parks. No person shall use any form of tobacco at or on any Township-owned outdoor recreational facilities, including the restrooms, spectator and concession areas. These facilities include playgrounds, athletic fields, parks, parking lots, and walking/hiking trails.

## Section 2: Enforcement

1. A person who violates or fails to comply with this policy shall be subject to one or more of the following:
  - a. Asked to cease smoking or using the tobacco product;
  - b. Asked to leave the premises
  - c. *Liable for a {e.g., civil infraction, and subject to the civil fines set forth in \_\_\_\_\_ and any other relief that may be imposed by the Court}*

- 2. Each instance of tobacco product use in violation of this [policy] shall constitute a separate violation. For violations other than tobacco use, each day of a continuing violation of this [policy] shall constitute a separate violation.**
- a. Asked to cease smoking or using the tobacco product;**
  - b. Asked to leave the premises**
  - c. Liable for a {e.g., civil infraction, and subject to the civil fines set forth in \_\_\_\_\_ and any other relief that may be imposed by the Court}.**

**DRAFT**

# REVIEW AGENDA

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- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA



# OTHER DISCUSSION

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



# Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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

## **REGULAR MEETING AGENDA**

**TUESDAY, AUGUST 16, 2016**

**7:00 P.M.**

**Revised 8-16-16**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC HEARING
  - A. 7:00PM – CREATION OF SPECIAL ASSESSMENT DISTRICT FOR OPERATION AND MAINTENANCE COSTS OF NEIGHBORHOOD SECURITY CAMERAS IN THE HOLMES ROAD NEIGHBORHOOD- RESOLUTION 2016-33 (PUBLIC HEARING SET AT THE JUNE 21, 2016 REGULAR MEETING)
4. PUBLIC COMMENTS
5. CONSENT AGENDA
  - A. MINUTES OF THE JULY 19, 2016 WORK SESSION AND REGULAR MEETING
  - B. STATEMENTS AND CHECKS
    1. STATEMENTS AND CHECKS FOR AUGUST 2, 2016 IN THE AMOUNT OF \$1,159,824.97
    2. STATEMENTS AND CHECKS FOR AUGUST 16, 2016 IN THE AMOUNT OF \$2,724,446.04
    3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JULY 2016 IN THE AMOUNT OF \$39,996.27
    4. CHOICE HEALTH CARE ADMIN FEE FOR JUNE 2016 IN THE AMOUNT OF \$1,192.50
  - C. JULY 2016 TREASURER'S REPORT
6. SUPERVISOR REPORT
7. CLERK REPORT
8. TREASURER REPORT
9. TRUSTEE REPORT
10. ATTORNEY REPORT
  - A. GENERAL LEGAL UPDATE

### **OLD BUSINESS**

1. RESOLUTION 2016-17, OPPOSING THE NEXUS PIPELINE (TABLED AT THE JULY 19, 2016 REGULAR MEETING)

## **NEW BUSINESS**

1. BUDGET AMENDMENT #11
2. 1<sup>ST</sup> READING OF PROPOSED ORDINANCE 2016-466, SEWAGE DISPOSAL RATE CHANGE
3. 1<sup>ST</sup> READING OF RESOLUTION 2016-30, PROPOSED ORDINANCE 2016-464, AMENDING CHAPTER 48 ARTICLE III OF THE CODE OF ORDINANCES REGARDING RENTAL PROPERTY REGISTRATION AND INSPECTION TO INCLUDE MULTI-FAMILY RESIDENTIAL UNITS
4. 1<sup>ST</sup> READING OF RESOLUTION 2016-31, PROPOSED ORDINANCE 2016-465, ADOPTION OF THE 2015 INTERNATIONAL PROPERTY MAINTENANCE CODE
5. RESOLUTION 2016-32, TEMPORARY ROAD CLOSURE REQUEST FOR RUNNING FIT "RUN SCREAM RUN" 5K, 10K, AND KID MILE RUN ON OCTOBER 8, 2016
6. REQUEST OF MIKE RADZIK, DIRECTOR OFFICE OF COMMUNITY STANDARDS TO APPROVE A NEW AUTO STORAGE/DISMANTLING BUSINESS LICENSE FOR AAA PARTS, LLC LOCATED AT 2280 E. MICHIGAN AVENUE
7. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 1024 W. MICHIGAN AVENUE, 792 N. FORD BLVD., 5935 S. IVANHOE, 2850 APPLERIDGE, 544 OAKLAWN, 1725 BEVERLY, 835 ECORSE AND 2349 WASHTENAW IN THE AMOUNT OF \$40,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023
8. REQUEST APPROVAL OF RENEWED VIDEO LOCAL FRANCHISE AGREEMENT FOR AT&T MICHIGAN AND TO AUTHORIZE SIGNING OF THE AGREEMENT
9. REQUEST APPROVAL OF AGREEMENT FOR EXTENSION CENTER OFFERINGS BETWEEN WASHTENAW COMMUNITY COLLEGE AND YPSILANTI TOWNSHIP FOR USE OF A ROOM FOR EXTENDED LEARNING CLASSES AND TO AUTHORIZE SIGNING OF THE AGREEMENT
10. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, SEPTEMBER 20, 2016 AT APPROXIMATELY 7:00PM – SPECIAL ASSESSMENT LEVY

## **OTHER BUSINESS**

### **AUTHORIZATIONS AND BIDS**

1. REQUEST OF CHIEF COPELAND, FIRE CHIEF TO AWARD THE LOW BID FOR THE INSTALLATION OF TWO (2) FURNACES AND AIR CONDITIONING UNITS TO AL WALTERS HEATING & AIR CONDITIONING, INC. IN THE AMOUNT OF \$16, 053.00 BUDGETED IN LINE ITEM #206-970-000-980-001

2. REQUEST AUTHORIZATION FOR OHM TO PREPARE SPECIFICATIONS, SEEK AND OVERSEE BIDS FOR THE ASPHALT REMOVAL AND REPLACEMENT FOR GREEN OAKS GOLF COURSE CART PATH AND THE APPLERIDGE CONCRETE PAVING PROJECT IN AN AMOUNT NOT TO EXCEED \$10,000.00 BUDGETED IN LINE ITEM #212-212-000-801-000 AND TO WAIVE THE FINANCIAL POLICY ALLOWING THREE QUOTES IF NEEDED AND AUTHORIZING THE THREE FULL TIME OFFICIALS TO MAKE A FINAL DETERMINATION ON THE APPLERIDGE CONCRETE PAVING PROJECT IN AN AMOUNT NOT TO EXCEED \$31,0000.00 BUDGETED IN LINE ITEM #212-970-000-975-795(FUNDED BY A GRANT FROM THE MICHIGAN RECREATION AND PARKS ASSOCIATION)

**RESOLUTION 2016-33**

**Resolution on Holmes Rd. Neighborhood  
Special Assessment District for  
Public Security Cameras**

**WHEREAS**, the Township Board of the Charter Township of Ypsilanti proposes to install security cameras in the Holmes Rd. area; and

**WHEREAS**, the Township Board proposes to pay for the purchase and installation of the security camera; and

**WHEREAS**, the Township Board proposes the creation of a special assessment district consisting of 558 parcels within the Holmes Rd. area which will be benefited to defray the operation and maintenance cost of the security camera; and

**WHEREAS**, the Township Board has solicited *Requests for Proposals* for the proposed project describing the security camera improvements, the proposed location of said improvements and estimated costs; and

**WHEREAS**, Conti Corporation, a video security company, licensed by the State of Michigan, prepared and submitted proposed plans to install, operate and maintain security cameras in public areas within an are bounded by Clark Rd on the North, Ford Blvd. on the east, Holmes Rd. on the South and Wendell/Rambling Rd. to the west, located in the Holmes Rd. neighborhood area which consists of 558 parcels with the following estimated costs:

- Township Costs for purchase and installation of 10 security cameras: \$49,880.00
- Total Annual Residents' Cost for maintenance and operation of security cameras: \$65,160.40  
(First three years)
- Annual cost per parcel \$ 38.93
- Monthly cost per parcel \$ 3.24

**WHEREAS**, the plans, estimates of cost and proposed special assessment district were filed with the Township Clerk for public

examination and notice of the public hearing upon the same was published and mailed in accordance with the law and statute provided as shown by affidavits pertaining thereto on file with the Township Clerk; and

**WHEREAS**, in accordance with the aforesaid notices, a hearing was held on the 16th day of August, 2016 commencing at 7:00pm and all persons given the opportunity to be heard in the matter; and

**WHEREAS**, as a result of the foregoing, the Township Board believes the project to be in the best interests of the Township and of the district proposed to be established therefore;

**NOW, THEREFORE, BE IT HEREBY RESOLVED** as follows:

1. That this Township Board does hereby approve the plans for public security cameras as prepared and presented by the Township's licensed security system contractor and its annual estimate of costs for the operation and maintenance thereof.
2. That this Township Board creates a special assessment district bounded by Clark Rd. on the North, Ford Blvd. on the East, Holmes Rd. on the south and Wendell/Rambling Rd. to the west, to be known as Holmes Rd. Neighborhood Camera Special Assessment District No. 65 within which the costs of the operation and maintenance of the security cameras shall be assessed according to benefits.
3. That on the basis of the foregoing, this Township Board does hereby direct the Supervisor and Assessing Officer to make a special assessment roll in which shall be entered and described all the parcels of land to be assessed with the names of the respective owners thereof if known, and a total amount to be assessed against each parcel of land which amount shall be the relative portion of the whole sum to be levied against the parcels of land in the special assessment

district as the benefit to the parcel of land bears to the total benefit to all the parcels of land in the special assessment district. When the same has been completed, the Supervisor or Assessing Officer shall affix thereto her certificate stating that it was made pursuant to this resolution and that in making such assessment roll, she has, according to her best judgment, conformed in all respects to the directions contained in this resolution and the applicable state statutes.

4. 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.
5. If the special assessment roll is confirmed, the Township Board intends to hold a public hearing once each year in future years, on or before October 31st, to reassess property in the special assessment district for the costs in the next year, and will provide notice of such hearing in such a manner as prescribed by law.
6. That all resolutions and parts of resolutions insofar as they conflict with the provisions of the within resolution be and the same are hereby rescinded.

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



*Charter Township of Ypsilanti*

Clerk's Office

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

July 27, 2016

Dear Property Owner:

Based on the survey of residents in your neighborhood, the Charter Township of Ypsilanti Board of Trustees has set a public hearing to consider the creation of a Special Assessment District for the maintenance costs of public security cameras in the Holmes Road neighborhood.

The total cost per property for this yearly assessment would be \$38.93 per year.

This will include your property located at:

Comcast and Conti Corporation have fixed the annual charges for the first three years, per agreement to total \$65,160.40. This total cost is divided among the 558 parcels and prorated over three years equaling \$38.93 per parcel, per year or \$3.24 per month. If approved, this amount will be added to your winter tax bill. After the third year, the costs will reflect the current rates set by Comcast and Conti Corporation. The rates will be reviewed and another public hearing scheduled, if necessary.

The total cost of the camera and installation is \$49,880.00 and will be paid for with dollars from the Township's General Fund budget. The cost of operation and maintenance will be paid by the special assessment of all property owners.

**The public hearing will be held on Tuesday, August 16, 2016 at approximately 7:00 p.m. at the Ypsilanti Township Civic Center, located at 7200 S. Huron River Drive, Ypsilanti, MI 48197 to consider creation of the special assessment district.**

For your information, the camera locations and the boundaries of the assessment district are on the back of this letter.

If you have any questions or comments and are unable to attend the public hearing, please contact our office at (734) 484-4700 or by email at the addresses listed below. Your comments by phone, letter or email will be shared at the public hearing and read into the formal record.

Sincerely,

A handwritten signature in black ink that reads 'Karen Lovejoy Roe'.

Karen Lovejoy Roe  
Clerk  
[klovejoyroe@ytown.org](mailto:klovejoyroe@ytown.org)

A handwritten signature in black ink that reads 'Lisa R. Garrett'.

Lisa Garrett  
Deputy Clerk  
[lgarrett@ytown.org](mailto:lgarrett@ytown.org)



## PUBLIC NOTICE

Public Act of 2002 Proceedings - Notice of special assessment hearing – Township of Ypsilanti,  
Washtenaw County, Michigan

TO: THE RESIDENTS AND PROPERTY OWNERS OF THE TOWNSHIP OF YPSILANTI, WASHTENAW COUNTY,  
MICHIGAN AND ANY OTHER INTERESTED PERSONS

PLEASE TAKE NOTICE that the Township Board of the Charter Township of Ypsilanti proposes to install security cameras in the Holmes Rd. area and to create a special assessment for the recovery of the cost thereof by special assessment against the properties benefited therein.

PLEASE TAKE FURTHER NOTICE that the district within which the forgoing improvements are proposed to be constructed and within which the cost thereof is proposed to be assessed is more particularly described as follows:

### COMMONLY KNOWN AS HOLMES RD. NEIGHBORHOOD

PLEASE TAKE FURTHER NOTICE that said plans and special assessment district map may be examined at the office of the Township Clerk from the date of this notice until and including the date of the public hearing hereon and may further be examined at such public hearing.

PLEASE TAKE FURTHER NOTICE that a public hearing upon such proposed special assessment district, location and estimated costs will be held at the Charter Township of Ypsilanti Civic Center, 7200 S. Huron River Drive, Ypsilanti Township, MI commencing at approximately **7:00pm on Tuesday, August 16, 2015.**

An owner or party in interest, or his or her agent, may appear in person at the hearing to protest the special assessment in person, or may file his or her appearance and protest by letter before the hearing, and in that event, personal appearance shall not be required. The owner or any person having an interest in the real property who protests in writing at or before the hearing may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the special assessment roll is confirmed.

If the special assessment roll is confirmed, the Township Board intends to hold a public hearing once each year in future years to reassess property in the special assessment district for the costs in the next year, and will provide notice of such hearing by publication in the newspaper only, unless the amount to be specially assessed increases by more than 10 percent in any one year, then mailed notice of the public hearing will be provided to owners of property to be specially assessed.

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The Ypsilanti Township Board will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting or public hearing, to individuals with disabilities upon a 10 day notice to the Ypsilanti Township Board by writing or calling **KAREN LOVEJOY ROE, CLERK, 7200 S. HURON RIVER DRIVE, YPSILANTI, MI 48197 (734)484-4700.**

**KAREN LOVEJOY ROE, CLERK**

**CHARTER TOWNSHIP OF YPSILANTI**

Publish: Thursday, August 4, 2016

# PUBLIC COMMENTS

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# **CONSENT AGENDA**

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**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JULY 19, 2016 WORK SESSION**

Supervisor Stumbo called the meeting to order at approximately 5:04 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

**AGENDA REVIEW**

**9. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR AND CARL ROWSEY, COMPOST SITE COORDINATOR TO WAIVE THE FINANCIAL POLICY AND AUTHORIZE THE QUOTE FOR THE PURCHASE OF A NEW 2016 CT718 WINDROW TURNER FROM VERMEER OF MICHIGAN IN THE AMOUNT OF \$498,850.00 BUDGETED IN LINE ITEM #590-590-000-977-000**

Jeff Allen, Residential Services Director explained the CT718 Windrow Turner and how the equipment operates. Carl Rowsey, Compost Site Coordinator stated that Vermeer is a good company to purchase equipment from and they are great for customer service. Mr. Rowsey showed a video of the equipment explaining the way the equipment operates and how effective it is to use. Mr. Rowsey stated this equipment speeds up the turnaround for completing the work at the Compost Center and that he would be able to compost more material. Mr. Allen stated that this equipment would allow the Township to receive and process more material from other communities and generate more revenue. Mr. Allen said that although Mr. Rowsey had tried numerous times to get a demonstration of the Scarob windrow equipment, which was based in Texas, he had not been successful. Mr. Allen said he offered to come to Texas to see the Scarob machine but the Scarob Company not cooperative. Mr. Allen stated that Vermeer was similar to the Scarob, but Vermeer was a Michigan based company and Vermeer brought out the Windrow for Mr. Rowsey to use for the day. Supervisor Stumbo asked if they had quotes for both machines. Mr. Rowsey stated that he had and the Vermeer would be about \$50,000.00 more than the Scarob. Mr. Rowsey said that Scarob had not offered to bring the machine up here or to fly them down to the facility in Texas. He said that Vermeer has given them a two year warranty on the Windrow and a 7 year warranty on the drum. Supervisor Stumbo said our financial policy stated that we buy Local, County, and State first if it is within 10% of the purchase price. Mr. Rowsey stated that with this machine he could process more compost and estimated that it would increase revenue approximately \$65,000.00 per year, making the payback time 8 years. He stated this piece of equipment should last at least 16 years.

**CHARTER TOWNSHIP OF YPSILANTI  
JULY 19, 2016 WORK SESSION MINUTES  
PAGE 2**

**2. RESOLUTION 2016-17, OPPOSING THE NEXUS PIPELINE**

Supervisor Stumbo stated that Nexus Pipeline Presentation would be at the Regular Board Meeting and she invited individuals present that would not be available at the board meeting to speak at this time.

Stacey Lewis, Township Resident stated she was against the Nexus pipeline.

**AUTHORIZATIONS AND BIDS**

**1. REQUEST OF ERIC COPELAND, FIRE CHIEF TO SEEK SEALED BIDS FOR REPLACEMENT OF TWO FURNACES AND AIR CONDITIONING UNITS AT FIRE HEADQUARTERS LOCATED AT 222 S. FORD BLVD**

Eric Copeland, Fire Chief stated he would need to seek bids for two air conditioning units and two furnaces. Chief Copeland stated there were 4 units that would need to be replaced. Chief Copeland said these units were installed in 1992. Chief Copeland stated that it has cost approximately \$7,000.00 for repairs on these units over the last three years. Chief Copeland said that Robert Morrison, a contractor suggested that the units should be replaced. Chief Copeland said he was requesting to seek bids for two units in the 2016 budget and he would seek bids for the other two in the 2017 budget. Clerk Lovejoy Roe asked if Chief Copeland would design bid specifications for the bid process. Chief Copeland said he would put together the bid documents.

**AGENDA REVIEW**

**17. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR APPROVAL OF THE RESTATED AND AMENDED HAZARDOUS MATERIALS RESPONSE AUTHORITY AGREEMENT FOR WASHTENAW COUNTY AND ADJACENT COMMUNITIES**

Eric Copeland, Fire Chief explained the request to the Board. He stated that the agreement was a renewal agreement with Washtenaw County. Chief Copeland said the duration of this agreement would be for 15 years, and he said this was a change from the prior 10 year agreement.

**15. REQUEST OF MIKE RADZIK, DIRECTOR OF OFFICE OF COMMUNITY STANDARDS FOR AUTHORIZATION TO FILL THREE VACANT ACT 54 POSITIONS IN THE BUILDING DEPARTMENT IN THE AMOUNT OF \$102,991.00**

Mike Radzik, OCS Director explained the request for the vacant positions. He stated interviews had been conducted and he was ready to fill 3 positions in the Building Department. He said the 3 positions to be filled were Building, Electrical, and Plumbing Inspector positions. Mr. Radzik stated we would continue to use

**CHARTER TOWNSHIP OF YPSILANTI  
JULY 19, 2016 WORK SESSION MINUTES  
PAGE 3**

contract labor for the Mechanical Inspector. Mr. Radzik explained he would like to begin inspection of the approximate 7400 apartment units in the Township. He stated that the new inspectors would also be qualified to inspect the apartment units.

**16. REQUEST OF MIKE RADZIK, DIRECTOR OF OFFICE OF COMMUNITY STANDARDS FOR AUTHORIZATION TO PURCHASE UP TO THREE VEHICLES THROUGH THE MIDEAL PROGRAM TO ACCOMMODATE NEW INSPECTORS IN THE BUILDING DEPARTMENT IN AN ESTIMATED AMOUNT OF \$70,500.00 BUDGETED IN LINE ITEM #595-595-000-985-000**

Mike Radzik, OCS Director explained the need to purchase vehicles for the new additional inspectors. Alex Mamo, Chief Building Officer stated with the new inspectors the Township would have better control and inspections for residents and contractors.

Supervisor Stumbo left the meeting and Clerk Lovejoy Roe continued with the beginning of the Agenda.

**PUBLIC HEARING**

**A. 7:00PM – RESOLUTION 2016-25 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**  
(PUBLIC HEARING SET AT THE JUNE 21, 2016 REGULAR MEETING)

**B. 7:00PM – RESOLUTION 2016-26 REQUEST OF SENSITILE SYSTEMS, LLC. LOCATED AT 1735 HOLMES RD. IN YPSILANTI TOWNSHIP, FOR AN INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE IN THE AMOUNT OF \$300,000.00**  
(PUBLIC HEARING SET AT THE JUNE 21, 2016 REGULAR MEETING)

Clerk Lovejoy Roe explained the Public Hearing regarding Resolution 2016-25 and Resolution 2016-26 that would be conducted at the Regular Meeting.

Stan Eldridge, Trustee questioned whether the board will get annual reports from Sensitile and if Sensitile would have new jobs attached to this. Clerk Lovejoy Roe said in the application it stated 3-6 additional jobs would be added over the next two years. Attorney Winters stated Sensitile was to provide annual reports that would include employment numbers. Mr. Winters said that if employment had not met the expectation Sensitile would need to provide an explanation for the variance.

**CHARTER TOWNSHIP OF YPSILANTI  
JULY 19, 2016 WORK SESSION MINUTES  
PAGE 4**

**4. PRESENTATION OF THE NEXUS PIPELINE/DTE**

Clerk Lovejoy Roe explained there would be a short presentation regarding the Nexus Pipeline by Nexus and DTE Representatives.

**6. CONSENT AGENDA**

**A. MINUTES OF THE JUNE 21, 2016 WORK SESSION AND REGULAR MEETING**

**B. STATEMENTS AND CHECKS**

- 1. STATEMENTS AND CHECKS FOR JULY, 2016 IN THE AMOUNT OF \$362,897.42**
- 2. STATEMENTS AND CHECKS FOR JULY 19, 2016 IN THE AMOUNT OF \$1,530.133.56**
- 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JUNE 2016 IN THE AMOUNT OF \$42,000.85**
- 4. CHOICE HEALTH CARE ADMIN FEE FOR MAY 2016 IN THE AMOUNT OF \$1,200.00**

**C. JUNE 2016 TREASURER'S REPORT**

**5. PUBLIC COMMENTS**

Ms. Kaiser, Township Resident questioned the process for absentee voting. Clerk Lovejoy Roe explained the procedure. Ms. Kaiser questioned the legality of related persons seeking election to the same board. Attorney Winters said there was no law stating members of the same family could not seek election to the same board. Ms. Kaiser stated she received a flyer from a candidate and felt false statements were made. Ms. Kaiser asked when the board would be voting on the new pay policy for Trustees. Clerk Lovejoy Roe stated it would be on the next agenda.

Supervisor Stumbo returned to the meeting.

**8. RESOLUTION 2016-29, TO EFFECTUATE PROVISIONS IN THE LAND AND WATER CONSERVATION FUND DEVELOPMENT PROJECT AGREEMENT, A 2012 GRANT FROM THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES IN AN AWARD AMOUNT UP TO \$99,600.00 AND TO APPROVE A REQUIRED MATCH OF 50% FROM YPSILANTI TOWNSHIP IN AN AMOUNT UP TO \$99,600.00 BUDGETED IN LINE ITEM #212-970-000- 997-001**

Jeff Allen, Residential Services Director explained the Resolution would provide the funding for repair of the Tennis Courts at Ford Lake Park. Mr. Allen introduced Tracey Anderson from the Spicer Group who would oversee the project until

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August and then her Supervisor, Phil Westmorland would continue until the completion of the project.

**10. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR AUTHORIZATION OF A CONTRACT WITH SPICER GROUP FOR ENGINEERING SERVICES FOR THE RENOVATION OF THE FORD LAKE TENNIS COURTS IN AN AMOUNT NOT TO EXCEED \$28,000.00 BUDGETED IN LINE ITEM #212-970-000-997-001**

Jeff Allen, Residential Services Director explained the request to the Board. He stated the Grant required a 50% match and that the match included the Spicer Group fees. Mr. Allen said that when completed there would be 5 new tennis courts.

**7. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR, FOR AUTHORIZATION OF THE ADOPT A STOP MAINTENANCE AGREEMENT WITH THE ANN ARBOR AREA TRANSPORTATION AUTHORITY FOR A PASSENGER SHELTER AT BUS STOP #2499 LOCATED AT THE CIVIC CENTER**

Jeff Allen, Residential Services Director explained the request to Board. He stated that the township would be responsible for emptying the garbage can and shoveling snow when the Civic Center was open. Trustee Eldridge asked why the AAATA did not provide snow removal and trash collection and why the AAATA millage did not cover the maintenance. Clerk Lovejoy Roe stated she would invite AAATA to the next board meeting to get some of the questions answered regarding bus stop maintenance.

**6. REQUEST OF KAREN WALLIN, HUMAN RESOURCE GENERALIST FOR AUTHORIZATION TO ADD THE SILVER SNEAKERS PROGRAM RIDER TO THE MEDICARE PLUS BLUE PPO FOR RETIREES AND SPOUSES IN THE AMOUNT OF \$1,915.20 PER YEAR**

Karen Wallin, Human Resource Generalist explained adding the Silver Sneakers program to the Medicare Plus Blue PPO for Retirees and Spouses. Ms. Kaiser, Township Resident stated she was against adding this benefit. Both Trustee M. Martin and Clerk Lovejoy Roe explained that healthier retirees could possibly reduce future health care costs.

**5. REQUEST AUTHORIZATION TO ACCEPT THE COMMUNITY TOURISM ACTION PLAN (CTAP) GRANT FROM THE WASHTENAW COUNTY VISITORS AND CONVENTION BUREAU IN THE AMOUNT OF \$10,000.00 WITH A REQUIRED 20% CONTRIBUTION OF MATCHING FUNDS IN THE AMOUNT OF \$2,000.00 FROM YPSILANTI TOWNSHIP**

Supervisor Stumbo explained the Grant from the Washtenaw County Visitors and Convention Bureau would fund Township Wayfinding signs and flowers at the Township Parks.



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**4. RESOLUTION 2016-28, REQUEST THE STATE OF MICHIGAN TO  
DISCOURAGE THE USE OF COAL TAR SEALANT**

Supervisor Stumbo explained the resolution was to request the State of Michigan, State Representatives, Michigan Department of Environmental Quality, Environmental Protection Agency Region 5, and the Office of the Governor to discourage the use of coal tar sealant which is a carcinogen through State and Federal action.

**13. REQUEST OF LONNIE SCOTT, PARK COMMISSION CHAIR TO  
DONATE \$300.00 TO THE MICHIGAN MOUNTAIN BIKING  
ASSOCIATION'S 501 (C) 3 NONPROFIT TO HELP FUND  
IMPROVEMENTS IN HEWEN'S CREEK BUDGETED IN LINE  
#208-208-000-956-000**

Lonnie Scott, Park Commission Chair explained the work that has been done at Hewen's Creek and how this contribution would help with funds to upgrade the bike and walking trails. Clerk Lovejoy Roe stated the check should be made out to the Potawatomi Mountain Bike Association, PO Box 217, Dexter, MI 48130 and designate it for Hewen's Creek.

The Board adjourned the work session meeting at approximately 6:49 p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk

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MINUTES OF THE JULY 19, 2016 REGULAR MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:00pm in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer observed.

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

**Members Absent:** Trustee Jean Hall Currie

**Legal Counsel:** Wm. Douglas Winters

### **3. PUBLIC HEARING**

**Public Hearing Opened at 7:02pm**

- A. 7:00PM – RESOLUTION 2016-25 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  
(PUBLIC HEARING SET AT THE JUNE 21, 2016 REGULAR MEETING)**

Paul Bohn, Attorney representing Dr. & Mr. Lath, owners of Sensitile explained the expansion of Sensitile Systems, LLC. Attorney Bohn stated Sensitile was expanding their existing facility by 24,000 square feet which would improve the manufacturing flow and would lead to additional jobs. Attorney Bohn showed a video of the planned new construction. Trustee S. Martin commented that an Annual Report on the business must be filed each year with the Township. Trustee Eldridge emphasized the importance in creating new jobs and asked that Sensitile consider hiring local residents. Clerk Lovejoy Roe asked if they were going to get a new sign. Dr. Lath stated they were planning to get a new sign.

**Public Hearing Closed at 7:05pm**

Clerk Lovejoy Roe read Resolution 2016-25.

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2016-25 and sign the agreement. (see attached)**

**The motion carried unanimously.**

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**PUBLIC HEARING**

**Public Hearing Opened at 7:15pm**

- B. 7:00PM – RESOLUTION 2016-26 REQUEST OF SENSITILE SYSTEMS, LLC. LOCATED AT 1735 HOLMES RD. IN YPSILANTI TOWNSHIP, FOR AN INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE IN THE AMOUNT OF \$300,000.00 (PUBLIC HEARING SET AT THE JUNE 21, 2016 REGULAR MEETING)**

Paul Bohn, Attorney representing Dr. & Mr. Lath, owners of Sensitile explained the planned improvements to the Sensitile industrial facility. He stated that this was the same expansion and improvement project as the 1<sup>st</sup> IFT exemption request but the State of Michigan required two separate applications and two public hearings for the 2 properties. Attorney Bohn said this resolution dealt with the internal buildout of the existing facility and the previous resolution dealt with the expansion on the adjacent property.

**Public Hearing Closed at 7:17pm**

Clerk Lovejoy Roe read Resolution 2016-26.

**A motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve Resolution 2016-26 and sign the agreement. (see attached)**

**The motion carried unanimously.**

**4. PRESENTATION OF NEXUS NATURAL GAS TRANSMISSION PIPELINE/DTE**

Paul Gantz, Regional Manager for DTE explained the Nexus project. Mr. Gantz stated the number of union workers they would employ and also emphasized the need for the pipeline.

Steven Hoft, Manager for the DTE Team responsible for Nexus distributed information to the Board and explained the need for the pipeline was due to aging coal plants that provide approximately 70% of the electricity consumed in Michigan. Mr. Hoft stated Michigan was expanding with new manufacturing facilities and the only way they could be successful would be with reliable, low cost energy. Mr. Hoft said that the total project was an approximately 255 mile pipeline with 7.6 miles of the pipeline located in Ypsilanti Township. Mr. Hoft stated that although some say we have underused pipeline in Michigan that statement was false. Mr. Hoft said that in 2014 this area was at its' peak for gas delivery due to demand. He stated if we would have had one more day of the extremely cold temperatures a critical demand gas decision would have been made to see which area was a priority to receive the service. Mr. Hoft shared that with approval of the new pipeline from the federal government anticipated the

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first of 2017, he believed the project would begin construction in the Spring of 2017 and the construction should finish around the end of November, 2017. Mr. Hoft stated that during construction they anticipated employing approximately 1500 individuals, nearly 500 from Washtenaw County.

Trustee M. Martin asked Mr. Hoft how many union workers they would need for this project. Trustee M. Martin stated he was a Union President and may have to abstain from voting on the resolution.

Supervisor Stumbo asked Mr. Hoft to explain how the pipeline would run through the state and Mr. Holt explained in detail how the pipeline would flow from Ohio, through Michigan and into Canada. Mr. Hoft stated the Nexus project is not related with the Wolverine pipeline project. He said Wolverine is a gas/saline product type pipeline and the Nexus pipeline would be a natural gas pipeline. Supervisor Stumbo asked Mr. Hoft if they have an agreement to hire union workers. Mr. Hoft stated they have an agreement to hire 50% from Washtenaw County and they have far exceeded that number. Mr. Hoft said in Michigan they are using 100% union workers.

Trustee Eldridge stated he had been told that the substance moving through the pipeline would be benign and he asked Mr. Hoft what benign meant. Mr. Hoft said the substance is 100% methane. He explained that if anyone has a natural gas furnace or stove it is the same product that comes into your home. Trustee Eldridge asked about explosion on the pipeline and it being close to schools and homes. Mr. Hoft stated the United States has approximately 300,000 miles of natural gas transmission pipeline and another ½ million miles of natural gas distribution pipeline. He said he would point toward the Department of Transportation and the safety records they maintain. He said the safety records indicate the natural gas transportation industry to be the safest form of transportation of all sorts in the United States.

Trustee Eldridge asked Mr. Hoft if the route of the pipeline could be adjusted away from schools and homes. Mr. Hoft said the route of the project was finalized and there was no room to move it.

Clerk Lovejoy Roe questioned Mr. Hoft about the hand out that he had distributed which showed a lower amount of tax revenue than had been previously stated. Mr. Hoft said that the handout only had the tax revenue connected to the Nexus pipeline project but for both the new pipeline and the transmission substation improvements the tax revenue would be close to \$1,000,000.00 for the township.

Clerk Lovejoy Roe asked Mr. Hoft that if the Board voted to pass the resolution opposing the pipeline tonight and Nexus needed the township land for the project, what would Nexus do. Mr. Hoft said he couldn't answer that but he said Nexus had 30% signed agreements at this time which was ahead of schedule for Nexus.

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Mr. Hoft was questioned about FERC and whether FERC had the final decision to move forward. Mr. Hoft stated that FERC does have the final decision. Dan Minion, Union Representative stated that this would be jobs for their union workers and that the project would be built with 100% union workers.

**5. PUBLIC COMMENTS**

Timothy King, Township Resident shared that he was working on getting a memorial for the Willow Run Bomber Plant. Mr. King read a letter from Senator Patrick Colbeck, Michigan Senator that stated they passed legislation to get the necessary funding for this memorial. He said the memorial would honor the Willow Run Bomber plant, its' 42,000 employees, and would also pay tribute to the B-24 Liberator aircraft that the Willow Run Bomber plant produced, one an hour to defend our country during WWII. Mr. King stated that they need a steering committee to continue with this project which would make the project eligible for state funding.

Charles Yates, Business Agent for Local 798 stated he was here to support the Nexus project. Mr. Yates said the workers he represents are highly qualified union workers who need to work on projects like this one for Nexus.

Cathy Shoen, Augusta Township Resident handed out information to the Board. Cathy Shoen stated she was against the Nexus project. Ms. Shoen stated that her neighbors were lied to by the people who went door to door getting signatures for survey rights. She said that although Nexus says only a small amount of gas will go to Canada she said over 50% will go to Canada. Ms. Shoen stated that Lincoln Schools is within a mile of the proposed route along with an elementary school which was within a ½ mile. Ms. Shoen said she would at the very least want the route moved away from these schools. Ms. Shoen said she would like the township to let their residents know about the FERC meeting in Tecumseh on August 11.

Damien Jacobs, Township Resident stated he was in support of the pipeline. Mr. Jacobs stated he represents the builders in the community and feels that they are well trained to build this pipeline to help Michigan meet energy needs in the future.

Janelle Palmer, Township Resident stated she is a new resident of the township and would not have purchased her home if she had known of the proposed pipeline. Ms. Palmer said that she knows more people would be concerned and not supporting the pipeline if they were aware it was coming. Ms. Palmer also stated that she would like the pipeline moved away from schools and water sources if the pipeline continued to move forward.

Rose Rickey, Township Resident suggested a different route for the pipeline. She also suggested a mandatory 75% instead of 50% local union people working on the pipeline.

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Timothy King, Township Resident stated he was 100% in support of the pipeline because we need jobs however he said he would like it re-routed away from schools.

William Towler, Augusta Township Resident said he had been to three Nexus presentations over the past three years. Mr. Towler stated that he'd heard different information from the three presentations. Mr. Towler stated that with the loss of property values where the pipeline would go the Township would be hurt. Mr. Towler said he was aware of the need for jobs but stated it should be jobs rebuilding our infrastructure and not this pipeline.

Robert Malcolm, Ann Arbor Resident said he was a union worker and said the workers are extremely well trained that work on the pipeline. Supervisor Stumbo asked if he was concerned with it being close to schools and he said he was but Mr. Malcolm stated as long as he has worked building pipelines he has witnessed no accidents. Mr. Malcom asked for the Board to support the Nexus pipeline.

Supervisor Stumbo asked if there was another pipeline near the school and it was confirmed that there was an existing pipeline near the school.

Clarence Gray, Township Resident stated he was a retired union worker and knows there continues to be a need for jobs. Mr. Gray said that his only concern would be with the route of the pipeline and stressed the need for quality materials to be used when building the pipeline.

Stephanie Yates, Ohio Resident stated she was a wife of a union pipeline worker. Ms. Yates said she travels wherever her husband works. Ms. Yates stated that although the Nexus pipeline was not near her home in Ohio there was a pipeline that runs directly under her living room. Ms. Yates also stated that along with the union workers their families would come into the community and that would contribute to commerce in Ypsilanti Township.

Ben Calhoun, Township Resident stated he was the owner of the Pro Shop for Disc Golf on the corner of Grove Road and Bridge Rd. Mr. Calhoun said that if the pipeline goes through it would completely destroy his business. Mr. Calhoun stated that the plan would be to cut down approximately 20 trees and take 30 feet of the course. He said that it would shut down 1/3 of his course for an entire year. Mr. Calhoun stated he was against the pipeline.

Matt Stowe, Township Resident stated he supported the pipeline.

Dell Johnson, Township Resident said he had three great grandchildren attending Lincoln School and stated he was comfortable with the pipeline going through that area because he was a union worker who works with the pipeline and knows the quality of the work.

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Tom Morgan, Michigan Resident stated he supported the Nexus Pipeline. He said that on the environmental end of the project they were top notch people working with the soil and when they were finished you would not be able to tell there was a pipeline under the ground. Mr. Morgan stated there was a natural gas line going into Lincoln School that might be made out of plastic, the pipeline that was planned would be built with a heavy duty pipeline built by great qualified and well trained workers.

Trustee Stan Eldridge stated that the Township Board historically had always supported Unions. Trustee Eldridge said either way the vote comes out tonight it would be a vote for a different route for the pipeline not about the workers.

**6. CONSENT AGENDA**

A. MINUTES OF THE JUNE 21, 2016 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR JULY, 2016 IN THE AMOUNT OF \$362,897.42
2. STATEMENTS AND CHECKS FOR JULY 19 , 2016 IN THE AMOUNT OF \$1,530.133.56
3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JUNE 2016 IN THE AMOUNT OF \$42,000.85
4. CHOICE HEALTH CARE ADMIN FEE FOR MAY 2016 IN THE AMOUNT OF \$1,200.00

C. JUNE 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.**

**7. SUPERVISOR REPORT (none given)**

**8. CLERK REPORT (none given)**

**9. TREASURER REPORT (none given)**

**10. TRUSTEE REPORT (none given)**

**11. ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

Attorney Winters stated that the State of Michigan, Ypsilanti Township, and a number of other counties, state wide entities, and the Federal Government were trying to redevelop the 335 acres of the former General Motors Hydra Matic Facility Property. He said they were trying to turn it into a new testing facility for the autonomous and connected vehicle research center. Attorney Winters stated that it was moving forward. He said there was a purchase agreement entered into between Ypsilanti Township and the Willow Run Arsenal for Democracy Land Holdings, LLC.

**OLD BUSINESS**

- 1. 2<sup>ND</sup> READING OF RESOLUTION 2016-16, PROPOSED ORDINANCE 2016-463, AMENDING THE TOWNSHIP CODE OF ORDINANCES, CHAPTER 22, BUSINESSES, TO REGULATE OUTDOOR COLLECTION BOXES (see attached) (FIRST READING HELD AT THE JUNE 12, 2016 REGULAR MEETING)**

**A Motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the 2<sup>nd</sup> Reading of Resolution 2016-16, Proposed Ordinance 2016-463, Amending the Township Code of Ordinances, Chapter 22, Businesses, to Regulate Outdoor Collection Boxes.**

**The motion carried unanimously.**

- 2. REQUEST AUTHORIZATION TO APPROVE A NEW AUTO STORAGE, DISMANTLING AND PROCESSING BUSINESS LICENSE FOR FRANKLIN YARDS, LLC LOCATED AT 2835 COOLIDGE AVENUE CONTINGENT UPON PAYMENT FOR ALL DELINQUENT PROPERTY TAXES IN THE AMOUNT OF \$9,236.04 (TABLED AT THE MAY 17, 2016 REGULAR MEETING)**

**A Motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to remove it from the table:**

<b>Eldridge:</b>	<b>Yes</b>	<b>S. Martin:</b>	<b>Yes</b>	<b>Stumbo:</b>	<b>Yes</b>
<b>Lovejoy Roe:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>	<b>M. Martin:</b>	<b>Yes</b>

**The motion carried unanimously.**

**A Motion was made by Clerk Lovejoy Roe supported by Treasurer Doe to Approve the Request for Authorization to Approve a New Auto Storage,**



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**Dismantling and Processing Business License for Franklin Yards, LLC Located at 2835 Coolidge Avenue Contingent Upon Payment of all Delinquent Property Taxes in the Amount of \$9,236.04.**

Jason Armus and Michael Langdon said they purchased the property of Franklin Yards, LLC. They reported they had remodeled the entire area, installing security cameras and new lighting. The new owners said they had agreed to pay the delinquent property taxes although it was not taxes they owed but the unpaid taxes from the previous owners.

**The motion carried unanimously.**

**NEW BUSINESS**

**1. BUDGET AMENDMENT #10 (see attached)**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve Budget Amendment #10.**

**The motion carried unanimously.**

**2. RESOLUTION 2016-17, OPPOSING THE NEXUS PIPELINE (see attached)**

**A motion was made by Trustee M. Martin, supported by Treasurer Doe to table Resolution 2016-17.**

<b>Eldridge:</b>	<b>Yes</b>	<b>S. Martin:</b>	<b>Yes</b>	<b>Stumbo:</b>	<b>Yes</b>
<b>Lovejoy Roe:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>	<b>M. Martin:</b>	<b>Yes</b>

**3. RESOLUTION 2016-27, AMENDMENT OF PROFESSIONAL SERVICE FEES FOR TOWNSHIP, ATTORNEY, PLANNER, ENGINEER AND FIRE DEPARTMENT(see attached)**

**A Motion was made by Treasurer Doe, supported by Trustee S. Martin to Approve Resolution 2016-27, Amendment of Professional Service Fees for Township, Attorney, Planner, Engineer and Fire Department.**

**The motion carried unanimously.**

**4. RESOLUTION 2016-28, REQUEST THE STATE OF MICHIGAN TO DISCOURAGE THE USE OF COAL TAR SEALANT(see attached)**

**A Motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve Resolution 2016-28, Request the State of Michigan to Discourage the Use of Coal Tar Sealant.**

**The motion carried unanimously.**

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- 5. REQUEST AUTHORIZATION TO ACCEPT THE COMMUNITY TOURISM ACTION PLAN (CTAP) GRANT FROM THE WASHTENAW COUNTY VISITORS AND CONVENTION BUREAU IN THE AMOUNT OF \$10,000.00 WITH A REQUIRED 20% CONTRIBUTION OF MATCHING FUNDS IN THE AMOUNT OF \$2,000.00 FROM YPSILANTI TOWNSHIP**

**A Motion was made by Trustee Eldridge, supported by Clerk Lovejoy Roe to Approve the Request Authorization to Accept the Community Tourism Action Plan (CTAP) Grant from the Washtenaw County Visitors and Convention Bureau in the Amount of \$10,000.00 with a Required 20% contribution of Matching Funds in the Amount of \$2,000.00 From Ypsilanti Township.**

**The motion carried unanimously.**

- 6. REQUEST OF KAREN WALLIN, HUMAN RESOURCE GENERALIST FOR AUTHORIZATION TO ADD THE SILVER SNEAKERS PROGRAM RIDER TO THE MEDICARE PLUS BLUE PPO FOR RETIREES AND SPOUSES IN THE AMOUNT OF \$1,915.20 PER YEAR**

**A Motion was made Trustee M. Martin, supported by Treasurer Doe to Approve the Request of Karen Wallin, Human Resource Generalist for Authorization to Add the Silver Sneakers Program Rider to the Medicare Plus Blue PPO for Retirees and Spouses in the Amount of \$1,915.20 per year.**

**The motion carried unanimously.**

- 7. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR, FOR AUTHORIZATION OF THE ADOPT A STOP MAINTENANCE AGREEMENT WITH THE ANN ARBOR AREA TRANSPORTATION AUTHORITY FOR A PASSENGER SHELTER AT BUS STOP #2499 LOCATED AT THE CIVIC CENTER**

**A Motion was made by Trustee S. Martin, supported by Treasurer Doe to Table the Request of Jeff Allen, Residential Services Director, for Authorization of the Adopt a Stop Maintenance Agreement with the Ann Arbor Area Transportation Authority for a Passenger Shelter at Bus Stop #2499 Located at the Civic Center.**

<b>M. Martin:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>	<b>Lovejoy Roe:</b>	<b>No</b>
<b>Stumbo:</b>	<b>Yes</b>	<b>S. Martin:</b>	<b>Yes</b>	<b>Eldridge:</b>	<b>Yes</b>

**The motion carried.**

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- 8. RESOLUTION 2016-29, TO EFFECTUATE PROVISIONS IN THE LAND AND WATER CONSERVATION FUND DEVELOPMENT PROJECT AGREEMENT, A 2012 GRANT FROM THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES IN AN AWARD AMOUNT UP TO \$99,600.00 AND TO APPROVE A REQUIRED MATCH OF 50% FROM YPSILANTI TOWNSHIP IN AN AMOUNT UP TO \$99,600.00 BUDGETED IN LINE ITEM #212-970-000-997-001(see attached)**

**A Motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Resolution 2016-29, to Effectuate Provisions in the Land and Water Conservation Fund Development Project Agreement, A 2012 Grant from the Michigan Department of Natural Resources in an Award Amount up to \$99,600.00 and to Approved a Required Match of 50% From Ypsilanti Township in an Amount up to \$99,600.00 Budgeted in Line Item #212-970-000-997-001.**

**The motion carried unanimously.**

- 9. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR AND CARL ROWSEY, COMPOST SITE COORDINATOR TO WAIVE THE FINANCIAL POLICY AND AUTHORIZE THE QUOTE FOR THE PURCHASE OF A NEW 2016 CT718 WINDROW TURNER FROM VERMEER OF MICHIGAN IN THE AMOUNT OF \$498, 850.00 BUDGETED IN LINE ITEM #590-590-000-977-000 (see attached)**

**A Motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve the Request of Jeff Allen, Residential Services Director and Carl Rowsey, Compost Site Coordinator to Waive the Financial Policy and Authorize the Quote for the Purchase of a New 2016 CT718 Windrow Turner From Vermeer of Michigan in the Amount of \$498,850.00 Budgeted in Line Item #590-590-000-977-000.**

**The motion carried unanimously.**

- 10. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR AUTHORIZATION OF A CONTRACT WITH SPICER GROUP FOR ENGINEERING SERVICES FOR THE RENOVATION OF THE FORD LAKE TENNIS COURTS IN AN AMOUNT NOT TO EXCEED \$28,000.00 BUDGETED IN LINE ITEM #212-970-000-997-001(see attached)**

**A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Jeff Allen, Residential Services Director for Authorization of a Contract with Spicer Group for Engineering Services for the renovation of the Ford Lake Tennis Courts in an Amount Not to Exceed \$28,000.00 Budgeted in Line Item #212-970-000-997-001.**

**The motion carried unanimously.**

- 11. REQUEST OF JOE LAWSON, PLANNING DIRECTOR FOR AUTHORIZATION OF THE EASEMENT ACQUISITION AGREEMENT WITH THE WASHTENAW**

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**COUNTY ROAD COMMISSION TO ACQUIRE THE NECESSARY EASEMENTS RELATING TO THE WASHTENAW AVENUE SIDEWALK INFILL PROJECT IN AN AMOUNT NOT TO EXCEED \$18,000.00 BUDGETED IN LINE ITEM #101-466-000-818-022 PENDING ATTORNEY REVIEW(see attached)**

**A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Joe Lawson, Planning Director for Authorization of the Easement Acquisition Agreement with the Washtenaw County Road Commission to Acquire the necessary Easements Relating to the Washtenaw Avenue Sidewalk Infill Project in an Amount Not to Exceed \$18,000.00 Budgeted in Line Item #101-466-000-818-022 Pending Attorney Review.**

**The motion carried unanimously.**

**12. REQUEST OF JOE LAWSON, PLANNING DIRECTOR FOR APPROVAL OF THE METRO ACT APPLICATION OF MOBILITIE, LLC PER PUBLIC ACT 48 OF 2002 AND TO AUTHORIZE THE SIGNING OF THE PERMIT PENDING ATTORNEY REVIEW(see attached)**

**A Motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Request of Joe Lawson, Planning Director for Approval of the Metro Act Application of Mobilitie, LLC Per Public Act 48 of 2002 and to Authorize the Signing of the Permit Pending Attorney Review(see attached).**

**The motion carried unanimously.**

**13. REQUEST OF LONNIE SCOTT, PARK COMMISSION CHAIR TO DONATE \$300.00 TO THE MICHIGAN MOUNTAIN BIKING ASSOCIATION'S 501(C)3 NONPROFIT TO HELP FUND IMPROVEMENTS IN HEWEN'S CREEK BUDGETED IN LINE ITEM #208-208-000-956-000**

**A Motion was made by Trustee Eldridge, supported by Treasurer Doe to Approve the Request of Lonnie Scott, Park Commission Chair to Donate \$300.00 to the Michigan Mountain Biking Association's 501 (C)3 Nonprofit to Help Fund Improvements in Hewen's Creek Budgeted in Line Item #208-208-000-956-000. The check should be made out to the Potawatomi Mountain Bike Association, PO Box 217, Dexter, MI 48130 and designate it for Hewen's Creek.**

**The motion carried unanimously.**

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- 14. REQUEST AUTHORIZATION TO SIGN PURCHASE AGREEMENT WITH DTE ENERGY FOR THE INSTALLATION OF ONE OVERHEAD FED 65 WATT AUTOBAHN LED WITH GRAY HOUSING MOUNTED ON A 17'6" ARM ATTACHED TO AN EXISTING WOOD POLE TO BE LOCATED AT CLARK RD. AND WIARD BLVD. IN THE AMOUNT OF \$1,646.83 BUDGETED IN LINE ITEM #101-956-000-926-050(see attached)**

**A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request for Authorization to Sign Purchase Agreement with DTE Energy for the Installation of One Overhead Fed 65 Watt Autobahn LED with Gray Housing Mounted on a 17'6" Arm Attached to an Existing Wood Pole to be Located at Clark Road and Wiard Blvd. in the Amount of \$1,646.83 Budgeted in Line Item #101-956-000-926-050.**

**The motion carried unanimously.**

- 15. REQUEST OF MIKE RADZIK, DIRECTOR OF OFFICE OF COMMUNITY STANDARDS FOR AUTHORIZATION TO FILL THREE VACANT ACT 54 POSITIONS IN THE BUILDING DEPARTMENT IN THE AMOUNT OF \$102,991.00**

**A Motion was made by Treasurer Doe, supported Trustee S. Martin to Approve the Request of Mike Radzik, Director of Office of Community Standards for Authorization to Fill Three Vacant Act 54 Positions in the Building Department in the Amount of \$102,991.00.**

**The motion carried unanimously.**

- 16. REQUEST OF MIKE RADZIK, DIRECTOR OF OFFICE OF COMMUNITY STANDARDS FOR AUTHORIZATION TO PURCHASE UP TO THREE VEHICLES THROUGH THE MIDEAL PROGRAM TO ACCOMMODATE NEW INSPECTORS IN THE BUILDING DEPARTMENT IN AN ESTIMATED AMOUNT OF \$70,500.00 BUDGETED IN LINE ITEM #595-595-000-985-000**

**A Motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Request of Mike Radzik, Director of Office of Community Standards for Authorization to Purchase up to Three Vehicles Through the MIDEAL Program to Accommodate New Inspectors in the Building Department in an Estimated Amount of \$70,500.00 Budgeted in Line Item #595-595-000-985-000.**

**The motion carried unanimously.**

**CHARTER TOWNSHIP OF YPSILANTI  
JULY 19, 2016 REGULAR BOARD MEETING  
PAGE 13**

**17. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR APPROVAL OF THE  
RESTATED AND AMENDED HAZARDOUS MATERIALS RESPONSE  
AUTHORITY AGREEMENT FOR WASHTENAW COUNTY AND ADJACENT  
COMMUNITIES(see attached)**

**A Motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to  
Approve the Request of Eric Copeland, Fire Chief for Approval of the Restated  
and Amended Hazardous Materials Response Authority Agreement for  
Washtenaw County and Adjacent Communities.**

**The motion carried unanimously.**

**OTHER BUSINESS**

**AUTHORIZATION AND BIDS**

**1. REQUEST OF ERIC COPELAND, FIRE CHIEF TO SEEK SEALED BIDS FOR  
REPLACEMENT OF TWO FURNACES AND TWO AIR CONDITIONING UNITS  
AT FIRE HEADQUARTERS LOCATED AT 222 S. FORD BLVD.**

**A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to  
Approve the Request of Eric Copeland, Fire Chief to Seek Sealed Bids for  
Replacement of Two Furnaces and Two Air Conditioning Units at Fire  
Headquarters Located at 222 S. Ford Blvd.**

**The motion carried unanimously.**

Eric Copeland, Fire Chief stated he had attended a meeting regarding the pipeline with DTE and he commended the board for voting to get additional information regarding the pipeline.

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

**The motion carried unanimously.**

The meeting was adjourned at approximately 9:20 p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

## **RESOLUTION 2016-25**

### *Sensitile Industrial Facilities Tax Exemption Application for Expansion in the Amount of \$2,341,770.00*

**WHEREAS**, on June 21, 2016, the Charter Township of Ypsilanti Board of Trustees approved Resolution No. 2016-18 for the creation of Industrial Development District No. 16-277 pursuant to Public Act 198, Act of 1974; and

**WHEREAS**, on May 13, 2016 Abhinand Lath, on behalf of **Sensitile Systems, LLC**, submitted an **Application For Industrial Facilities Tax Exemption Certificate** regarding property within the Industrial Development District; and

**WHEREAS**, said **Application** is as provided in Section 5(1) of said Act 198 and filed in the form and manner prescribed by the State Tax Commission; and

**WHEREAS**, all provisions of Section 9(1) of said Act 198 are complied with by said **Application** and other matters investigated and considered by this Board; and

**WHEREAS**, the legislative body of each governmental unit which levies ad valorem taxes on said property has been afforded an opportunity to be heard on this matter at a public hearing held on the **19<sup>th</sup>** day of **July, 2016**; and

**WHEREAS**, this Board approves the purpose behind the application for the Industrial Facilities Tax Exemption Certificate; and

**WHEREAS**, said Act 198 has been amended to allow local governments to enter into written agreements approving applications for Industrial Facilities Tax Exemption Certificates; and

**WHEREAS**, the Industrial Facilities Tax Exemption Certificate in an amount exceeding the 5% limitation found in Section 9(1) of Act 198 shall not have the effect when considered together with the aggregate amount of Industrial Facilities Tax Exemption Certificates previously granted and currently in force of substantially impeding the operation of local government or impairing the financial soundness of any unit of local government or any affected taxing unit.

**NOW THEREFORE,**

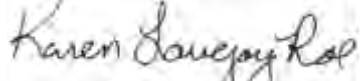
**BE IT RESOLVED AS FOLLOWS:**

1. The Charter Township of Ypsilanti Board of Trustees approves the **Application of Sensitile Systems, LLC** for an Industrial Facilities Tax Exemption Certificate in the amount of **\$2,341,770** for real property improvements for the 12 year period, as requested, on the condition that **Sensitile Systems, LLC** enter into a written agreement with the Township, subject to approval by the Township attorney, that will insure that the objectives of Act 198 are met as it pertains to retention/creation of jobs, and furthermore provide 100% reimbursement to the taxing units affected by said abatement of all tax dollars saved as a result of said abatement if, for any reason, during the time period approved for said abatement, the tax abatement certificate is revoked, canceled or relinquished.

2. The Board finds that this Industrial Facilities Exemption Tax Certificate, together with the aggregate amount of industrial facilities exemption certificates previously granted and currently in force in an amount exceeding the 5% limitation found in Section 9(1) of Act 198, shall not have the effect of substantially impeding the operation of the Charter Township of Ypsilanti or impairing the financial soundness of a taxing unit which levies an ad valorem property tax in the Charter Township of Ypsilanti in which the facility is located.

3. The Township Clerk is hereby directed to forward a copy of the application of **Sensitile Systems, LLC** for the Industrial Facilities Tax Exemption Certificate, together with a true copy of this Resolution approving same, to the State Tax Commission of the State of Michigan for appropriate action.

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. 2016-25 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on July 19, 2016.

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



## **RESOLUTION 2016-26**

### *Sensitile Industrial Facilities Tax Exemption Application for Internal Improvements in the Amount of \$300,000.00*

**WHEREAS**, on June 21, 2016, the Charter Township of Ypsilanti Board of Trustees approved Resolution No. 2009-17 for the creation of Industrial Development District No. 09-275 pursuant to Public Act 198, Act of 1974; and

**WHEREAS**, on May 27, 2016 Abhinand Lath, on behalf of **Sensitile Systems, LLC**, submitted an **Application For Industrial Facilities Tax Exemption Certificate** regarding property within the Industrial Development District; and

**WHEREAS**, said **Application** is as provided in Section 5(1) of said Act 198 and filed in the form and manner prescribed by the State Tax Commission; and

**WHEREAS**, all provisions of Section 9(1) of said Act 198 are complied with by said **Application** and other matters investigated and considered by this Board; and

**WHEREAS**, the legislative body of each governmental unit which levies ad valorem taxes on said property has been afforded an opportunity to be heard on this matter at a public hearing held on the **19<sup>th</sup>** day of **July, 2016**; and

**WHEREAS**, this Board approves the purpose behind the application for the Industrial Facilities Tax Exemption Certificate; and

**WHEREAS**, said Act 198 has been amended to allow local governments to enter into written agreements approving applications for Industrial Facilities Tax Exemption Certificates; and

**WHEREAS**, the Industrial Facilities Tax Exemption Certificate in an amount exceeding the 5% limitation found in Section 9(1) of Act 198 shall not have the effect when considered together with the aggregate amount of Industrial Facilities Tax Exemption Certificates previously granted and currently in force of substantially impeding the operation of local government or impairing the financial soundness of any unit of local government or any affected taxing unit.

**NOW THEREFORE**,

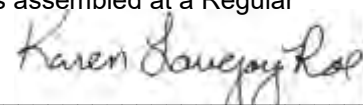
**BE IT RESOLVED AS FOLLOWS:**

1. The Charter Township of Ypsilanti Board of Trustees approves the **Application of Sensitile Systems, LLC** for an Industrial Facilities Tax Exemption Certificate in the amount of **\$300,000** for real property improvements for the 12 year period, as requested, on the condition that **Sensitile Systems, LLC** enter into a written agreement with the Township, subject to approval by the Township attorney, that will insure that the objectives of Act 198 are met as it pertains to retention/creation of jobs, and furthermore provide 100% reimbursement to the taxing units affected by said abatement of all tax dollars saved as a result of said abatement if, for any reason, during the time period approved for said abatement, the tax abatement certificate is revoked, canceled or relinquished.

2. The Board finds that this Industrial Facilities Exemption Tax Certificate, together with the aggregate amount of industrial facilities exemption certificates previously granted and currently in force in an amount exceeding the 5% limitation found in Section 9(1) of Act 198, shall not have the effect of substantially impeding the operation of the Charter Township of Ypsilanti or impairing the financial soundness of a taxing unit which levies an ad valorem property tax in the Charter Township of Ypsilanti in which the facility is located.

3. The Township Clerk is hereby directed to forward a copy of the application of **Sensitile Systems, LLC** for the Industrial Facilities Tax Exemption Certificate, together with a true copy of this Resolution approving same, to the State Tax Commission of the State of Michigan for appropriate action.

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. 2016-26 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on July 19, 2016.



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Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# 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

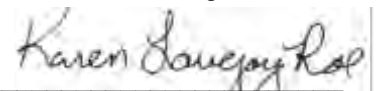
**Whereas**, the Township Board desires to provide regulations and standards for the size, location and upkeep of collection boxes to protect and enhance the health, safety and welfare of its residents; and

**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.

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. 2016-16 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on July 19, 2016.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**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 structure.

*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**

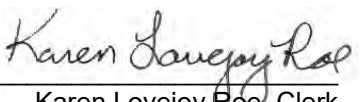
Should any provision or part of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part as invalidated.

**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.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2016-463 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on July 19, 2016 after first being introduced at a Regular Meeting held on June 21, 2016. The motion to approve was made by member Roe and seconded by member Eldridge. Yes: Mike Martin, Eldridge, Stumbo, Roe, Doe, S. Martin ABSENT: Currie, NO: None. ABSTAIN: None.

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

Published: Thursday, August 4, 2016



**CHARTER TOWNSHIP OF YPSILANTI  
2016 BUDGET AMENDMENT #10**

July 19, 2016

**101 - GENERAL OPERATIONS FUND**

**Total Increase \$3,584.00**

Increase budget for PTO payout request over the budgeted 32 hours. One employee is requesting 100 PTO hours and another employee is requesting 80 PTO hours, both 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	\$3,584.00
		<b>Net Revenues</b>	<b><u>\$3,584.00</u></b>

Expenditures:	Salaries pay out -PTO	101-201-000-708.004	\$1,723.00
	FICA	101-201-000-715.000	\$132.00
		<b>Net Expenditures</b>	<b><u>\$1,855.00</u></b>

Expenditures:	Salaries pay out -PTO	101-227-000-708.004	\$1,606.00
	FICA	101-227-000-715.000	\$123.00
		<b>Net Expenditures</b>	<b><u>\$1,729.00</u></b>

**212 - BIKE, SIDEWALK, RECREATION, ROADS, & GENERAL FUND**

**Total Increase \$227,200.00**

Request to increase budget for the repair of the Ford Lake tennis courts. This is a Grant project that was approved by the Michigan Department of Natural Resources (DNR) for Ford Lake Improvements. The original request for this Grant was approved on March 26, 2012 by resolution 2012-10, however it was postponed until now. The DNR will reimburse the Township 50% of the construction project not to exceed \$99,600.00. The total anticipated project including construction of \$199,200 and engineering fees not to exceed \$28,000 equaling \$227,200. This will be funded by a reimbursement from the DNR and an appropriation of prior year fund balance.

Revenues:	Prior Year Appropriation	212-000-000-699.000	\$127,600.00
	State Grant - DNR	212-000-000-569.023	\$99,600.00
		<b>Net Revenues</b>	<b><u>\$227,200.00</u></b>

Expenditures:	Capital Outlay/Recreation	212-970-000-997.001	\$227,200.00
		<b>Net Expenditures</b>	<b><u>\$227,200.00</u></b>

**CHARTER TOWNSHIP OF YPSILANTI  
2016 BUDGET AMENDMENT #10**

July 19, 2016

**249 - BUILDING FUND**

**Total Increase \$102,991.00**

Request to increase budget to fill three open positions which are for a building, plumbing, and electrical inspectors. This will cause a decrease in the budgeted amount for contractual services that have been compensating the fees of outside contracted inspectors. Wages, FICA, and MERS are calculations based on 5 months (August through December) of 2016. Insurances will be calculated for 2 months at family rates in 2016, which is after 90 day probation period. Up to three vehicles will be required for the inspectors. These will be leased through the Motor Pool Fund for a 5 month period in 2016. This will be funded by an appropriation of prior year fund balance.

<b>Revenues:</b>	Prior Year Fund Balance	249-000-000-699.000	\$102,991.00
		<b>Net Revenues</b>	<b><u><u>\$102,991.00</u></u></b>
<b>Expenditures:</b>	<b>Building Inspector</b>	<b>249-249-000-706.004</b>	<b>\$21,545.00</b>
	<b>Electrical Inspector</b>	<b>249-249-000-706.005</b>	<b>\$21,545.00</b>
	<b>Heating and Plumbing Inspectors</b>	<b>249-249-000-706.006</b>	<b>\$21,545.00</b>
	<b>FICA</b>	<b>249-249-000-715.000</b>	<b>\$4,945.00</b>
	<b>Health Insurance</b>	<b>249-249-000-719.000</b>	<b>\$10,258.00</b>
	<b>Sick and Accident</b>	<b>249-249-000-719.001</b>	<b>\$147.00</b>
	<b>Dental Benefits</b>	<b>249-249-000-719.015</b>	<b>\$780.00</b>
	<b>Vision</b>	<b>249-249-000-719.016</b>	<b>\$109.00</b>
	<b>Health Care Deductions</b>	<b>249-249-000-719.020</b>	<b>\$12,900.00</b>
	<b>Health care admin fee</b>	<b>249-249-000-719.021</b>	<b>\$23.00</b>
	<b>Life</b>	<b>249-249-000-720.000</b>	<b>\$109.00</b>
	<b>MERS</b>	<b>249-249-000-876.000</b>	<b>\$3,335.00</b>
	<b>Motor Pool Lease</b>	<b>249-249-000-943.000</b>	<b>\$5,750.00</b>
		<b>Net Expenditures</b>	<b><u><u>\$102,991.00</u></u></b>

**266 - LAW ENFORCEMENT FUND**

**Total Increase \$1,786.00**

Increase budget for PTO payout request over the budgeted 32 hours. Employee is requesting 80 PTO hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

<b>Revenues:</b>	Prior Year Fund Balance	266-000-000-699.000	\$1,786.00
		<b>Net Revenues</b>	<b><u><u>\$1,786.00</u></u></b>
<b>Expenditures:</b>	<b>Salaries pay out -PTO</b>	<b>266-304-000-708.004</b>	<b>\$1,659.00</b>
	<b>FICA</b>	<b>266-304-000-715.000</b>	<b>\$127.00</b>
		<b>Net Expenditures</b>	<b><u><u>\$1,786.00</u></u></b>

**CHARTER TOWNSHIP OF YPSILANTI  
2016 BUDGET AMENDMENT #10**

July 19, 2016

**590 - COMPOST FUND**

**Total Increase \$498,859.00**

Request to increase budget for the purchase of a windrow turner, not to exceed \$498,859. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	590-000-000-699.000	\$498,859.00
		<b>Net Revenues</b>	<b><u>\$498,859.00</u></b>
Expenditures:	Equipment	590-590-000-977.000	\$498,859.00
		<b>Net Expenditures</b>	<b><u>\$498,859.00</u></b>

**595 - MOTOR POOL FUND**

**Total Increase \$70,500.00**

Request to increase budget for the purchase of 3 vehicles at approximately \$23,500 each for Building Fund inspectors. The Building Fund will be paying a lease for the vehicles. This will be funded by Lease Revenue and an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	595-000-000-699.000	\$64,750.00
	Combined Lease/Repair Revenue	595-000-000-607.515	\$5,750.00
		<b>Net Revenues</b>	<b><u>\$64,750.00</u></b>
Expenditures:	Capital Outlay/Vehicles	595-595-000-985.000	\$70,500.00
		<b>Net Expenditures</b>	<b><u>\$70,500.00</u></b>

Motion to Amend the 2016 Budget (#10):

Move to increase the General Fund budget by \$3,584 to \$8,675,753 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Recreation, Roads & General (BSRII) Fund by \$227,200 to \$1,790,436 and approve the department line item changes as outlined.

Move to increase the Building Fund by \$102,991 to \$561,343 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund by \$1,786 to \$6,813,717 and approve the department line item changes as outlined.

Move to increase the Compost Fund by \$498,859 to \$928,961 and approve the department line item changes as outlined.

Move to increase the Motor Pool Fund by \$70,500 to \$892,452 and approve the department line item changes as outlined.

# Charter Township of Ypsilanti Resolution No. 2016-27

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

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

**WHEREAS**, the Charter Township of Ypsilanti has adopted an ordinance regulating collection boxes that requires a permit renewal fee; and

**WHEREAS**, the Charter Township of Ypsilanti has contracted with Carlisle/Wortman Associates, Inc. to provide professional planning services pursuant to an agreed upon fee schedule; and

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

### Collection Box Permit Renewal Fee

- Fee: \$50

### Planning Fees

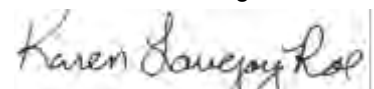
- Fees and hourly rates for professional planning services as indicated in the enclosed schedule for Carlisle/Wortman Associates, Inc.

**NOW THEREFORE BE IT RESOLVED** that the Charter Township of Ypsilanti amends Resolution No. 2014-36 by adding the above described fees and hourly rates for the regulation of collection boxes and for the delivery of professional planning services.

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

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

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. 2016-27 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on July 19, 2016.



---

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

## 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

## **RESOLUTION 2016-28**

### *Discouraging Use of Coal Tar Sealant*

**Whereas**, the Charter Township of Ypsilanti finds that lakes, rivers, streams and other bodies of water are natural assets which enhance the environmental, recreational, cultural and economic resources and contribute to the general health and welfare of the community.

**Whereas**, the Charter Township of Ypsilanti finds that the use of sealers on asphalt driveways is a common practice. However, scientific studies on the use of driveway sealers have demonstrated a relationship between the use of coal tar-based sealers and certain health and environmental concerns, including increased cancer risk to humans and impaired water quality in streams.

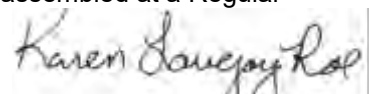
**Whereas**, the Charter Township of Ypsilanti finds that the use of sealer products containing >0.1% Polycyclic Aromatic Hydrocarbons (PAHs) by weight, including coal tar-based sealers is a health hazard.

**Whereas**, the Huron River Watershed Council is encouraging municipalities to ban coal tar-based sealers, as coal tar-based sealers are a known health hazard.

**Whereas**, the Charter Township of Ypsilanti Board of Trustees discourages the use of coal tar-based sealers and would support a State of Michigan ban of coal tar-based products

**Be it resolved**, that the Charter Township of Ypsilanti Board of Trustees hereby discourages the use of coal tar-based sealers and asks the State of Michigan to ban them statewide for a more uniform enhancement and hereby requests the Clerk's Office to forward this Resolution to our State Representatives, Michigan Department of Environmental Quality, Environmental Protection Agency Region 5, and the Office of the Governor.

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. 2016-28 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on July 19, 2016.



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Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**RESOLUTION  
2016-29**

***To Effecuate Provisions in the Land and Water  
Conservation Fund Development Project Agreement  
(FLP Tennis  
Court  
Renovation)***

Upon motion made by Clerk Karen Lovejoy Roe seconded by  
Trustee Stan Eldridge, the following Resolution was adopted:

“RESOLVED, that the Charter Township of Ypsilanti, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the Charter Township of Ypsilanti does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide  
Ninety Nine Thousand Six Hundred Dollars (\$99,600.00) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.”

The following aye votes were recorded: 6

The following nay votes were recorded: 0

STATE OF MICHIGAN        )  
  )  
ss COUNTY  
OF Washtenaw                )

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the Charter Township of Ypsilanti Board of Trustees at a meeting held July 19, 2016.

Signature   
Title                               Clerk

Dated       July 19, 2016





5/26/2016

Quote #: 00302JANJ-R3

PO #:

Bill To:  
**Ypsilanti Charter Township**  
**Carl Rowsey**  
**2600 E. Clark Rd.**  
**Ypsilanti, MI 48198**

Ship To:  
**Ypsilanti Charter Township**  
**Carl Rowsey**  
**2600 E. Clark Rd.**  
**Ypsilanti, MI 48198**

Gentlemen:

I would like to submit this quote to you.

- 1 - Vermeer CT718, New 2016 with: **\$498,850.00**
  - Cat C15 T4F Engine 540hp
  - Fuel Tank 200 gal
  - Weight 54,000 lb
  - Max Operational Height 14'
  - Max Operational Width 26'
  - 2 Programmable Height Settings
  - 40 gal Hydraulic Capacity
  - RTX1250 Track system w/Rear Wheels
  - Processing Tunnel 7' x 18'
  - Drum Diameter including flails 44"
  - 102 Flails
  - Reversing Fan
  - Cab with Control Station
  - Side and Rearview Cameras
  - PT Tech HPTO Hydraulic Clutch
  - Hydraulically Retracted Cab w/Filtered Heat and A/C
  - Deluxe Seat w/Operator Presence and Joysticks
  - Passenger Seat
  - Operating Lights
  - Front and Rear Curtains
  - 7" Color Instrument Display
  - 3 Point Digital Height Display
  - AM/FM/WB/BT Radio
  - Trim Knob Steering
  - Confidence Plus 2yr/2,000hr Warranty (Parts and Labor)
  - Drum Warranty 7yrs (Parts and Labor on approved use and prescribed maintenance due to workmanship or material defects)

<b>Machine</b>	<b>\$498,850.00</b>
<b>Total Due</b>	<b><u>\$498,850.00</u></b>

**Finance Options with Approved Credit**

**Monthly Payment**

Initials: \_\_\_\_\_

Approximate Payment on 60 months based on \$0.00 down -

\$9,653.83

Proposal good for 30 days; we reserve the right at any time prior to acceptance to revoke this quotation.

Accepted by Brenda L. Stumbo / Kim Layton / Pat Date July 29, 2016  
Brenda L. Stumbo / Karen Longley / Roc

Thank you for your consideration.

Sincerely,

Nathan Johnston  
Sales Representative  
517-206-3405  
nathan.johnston@vermeermidwest.com

July 5, 2016

Mr. Jeff Allen  
Ypsilanti Township  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

RE: Ford Lake Park Tennis Courts  
Ypsilanti Township

Jeff:

This document contains Spicer Group's proposal to you to furnish professional engineering services for the above-mentioned project (hereinafter called the "Project"), in order to provide Updated Bidding Documents, Bidding Assistance and Construction Administration for the Ford Lake Park Tennis Courts project.

### **Project Background**

In March 2012, Spicer Group submitted an application for grant funding on behalf of Ypsilanti Township to the Michigan DNR Land and Water Conservation Fund and was funded in December 2012. The Project consists of performing the necessary work to provide Updated Bidding Documents, Bidding Assistance and Construction Administration for the replacement of 6 tennis courts at Ford Lake Park. A detailed summary of the work included in our fee is noted below. Should other services be necessary at any time during the project, we would be pleased to negotiate the additional fee for any additional services.

### **Scope of Professional Services**

#### **1. Update Bidding Documents Stage:**

- Update site plans and maps as needed.
- Submit plan to and meet with the township to discuss.
- Review site drainage.
- Update site detail drawings as needed.
- Update construction and specification notes to add to the drawings for the site work as needed.
- Update Finalize plans, sections and details as needed.
- Create bidding documents and specifications that will include technical and product information so that bidding can be completed.

#### **2. Bidding Assistance Phase:**

- Prepare the construction bid advertisement for placement in the local newspaper and selected contractor publications.
- Make plans and specifications available to interested contractors.
- Hold a pre-bid meeting.
- Answer questions to the contractors preparing the bids.
- Prepare any necessary addenda.
- Open bids with you.

**3. Construction Administration Phase:**

- Research the qualifications and background of the low bidder if the Township or we are not familiar with them.
- Prepare the tabulation of the bids and prepare a letter of recommendation of award of the construction contract to you.
- Prepare the Contract Documents and distribute them to the Contractor.
- Review the completed Contract Documents, the insurance certificates, and bonds.
- Provide construction staking.
- Provide general oversight of the project, monitoring progress and quality, reviewing any necessary shop drawings, preparing progress payments for your approval and representing the Township on the site.
- Prepare any necessary Change Orders and Progress Payments.
- Provide material testing.
- Prepare the punch list and final cost accounting.
- Produce as built and record drawings for facility planning and maintenance.
- Close out the project.

The scope of our services has been described above. They reflect the orderly and reasonable progress of the project and, unless otherwise directed by you, we will only proceed with your concurrence and approval. Method of payment and the understanding of our professional relationship are more fully described below. Because the effort related to professional services depends primarily on the number of locations and alternatives desired, this proposal is an estimate of the effort required based on our understanding of the project, and is subject to change. We will notify you of changes that would require an increase in effort, and request your written approval before proceeding. This proposal will remain valid for 30 days.

**Additional Services**

We will furnish other additional services related to this project after you authorize the work. Our fee for the additional services will be determined at the time they are agreed to and rendered.

**Fee Schedule**

Our proposed fee schedule follows. We will submit monthly invoices to you for our basic professional services, additional authorized services, and any reimbursable expenses. The invoice amount will be based on the actual hours spent by our staff on your project billed at the hourly rate of each staff member.

- 1. Update Bidding Documents Phase:**  
Hourly rate not to exceed \$3,000
- 2. Bidding Assistance Phase:**  
Hourly rate not to exceed \$5,000
- 3. Construction Administration Phase:**  
Hourly rate not to exceed \$20,000

We have calculated these fees based on our understanding of the scope of the project. If the scope changes or our understanding was incorrect, we can discuss the option of adjusting the fee or the scope of

Ypsilanti Township  
Ford Lake Park Tennis Courts  
July 5, 2016

Page 3 of 3

services. Included with this letter is a copy of the general conditions for our services that are part of this agreement. Any changes to this agreement must be agreed to by both of us in writing. If this proposal meets your approval, please acknowledge with an authorized signature below. Please return one executed copy to us and maintain the other for your records.

We deeply appreciate your confidence in Spicer Group and look forward to working with you on this project.

Sincerely,



**Phil A. Westmoreland, P.E.**  
Senior Associate

**SPICER GROUP, INC.**  
125 Helle Blvd, Suite 2  
Dundee, MI 48131  
Phone: (517) 375-9449  
mailto: philaw@spicergroup.com

**Robert R. Eggers, AICP**  
Principal

**SPICER GROUP, INC.**  
230 S. Washington Ave  
Saginaw, MI 48064  
Phone: (989) 747-4717  
mailto: robe@spicergroup.com

Cc: SGI File

Attachments:

- General Conditions

\_\_\_\_\_  
Above proposal accepted and approved by  
Owner.

YPSILANTI TOWNSHIP

By: Brenda L. Stumbo  
Authorized Signature

Brenda L. Stumbo  
Printed Name

Supervisor  
Title

By: Karen Lovejoy Roe  
Authorized Signature

Karen Lovejoy Roe  
Printed Name

Clerk  
Title

Date: July 20, 2016

ESTIMATE FOR: FORD LAKE PARK TENNIS COURTS  
 CHARTER TOWNSHIP OF YPSILANTI

Item No.	Estimated Quantity	Unit	Description	Engineering Estimate	
				Unit Price	Amount
<b><u>DIVISION 1 - TENNIS COURT</u></b>					
1.	4,400	SYD	Pavement Removal	\$5.00	\$22,000.00
2.	3,680	SYD	Asphalt Leveling Course, 1.5" Thick	\$10.00	\$36,800.00
3.	3,680	SYD	Asphalt Wearing Course, 2" Thick	\$9.00	\$33,120.00
4.	3,680	SYD	Acrylic Sport Surface and Striping, Complete	\$5.00	\$18,400.00
5.	5	Each	Tennis Court Equipment, Complete	\$1,600.00	\$8,000.00
6.	740	Lin. Ft.	Tennis Court Fence & Gates, 10' Tall	\$50.00	\$37,000.00
7.	445	Lin. Ft.	Asphalt Pathway, 6' Wide	\$11.00	\$4,895.00
8.	630	SYD	Site Grading and Seeding	\$4.50	\$2,835.00
9.	1	Lump Sum	Clean-Up & Restoration	\$3,000.00	\$3,000.00
<b>TOTAL ESTIMATE AMOUNT</b>					<b>\$166,050.00</b>



**Ford Lake Tennis Courts Schedule**

<b>With 90 Day DNR Review</b>	
<b>Item Description</b>	<b>Date</b>
Submit Updated Scope, Schedule, Budget to Ypsilanti Twp.	July 5, 2016
Board Meeting Deadline	July 11, 2016
Board Approval to Amend Budget	July 19, 2016
Update Plans, Specifications and Bid Docs	July 20 – July 29, 2016
Submit Sealed Plans and Specs to DNR	August 1, 2016
DNR 90 Day Review	August 1 – October 31, 2016
Letter to Advertise Bid	November 3, 2016
Board Approval to Advertise	November 15, 2016
Advertise Bid	November 16, 2016
Bids Due	December 6, 2016
Letter to Award Bid	December 9, 2016
Board Approval to Award	December 20, 2016
Award Contract and Notify DNR of Contractor	December 21, 2016
Pre-Construction Meeting	April 24, 2017
Begin Construction	May 8, 2017
Substantial Completion	May 19, 2017
Final Completion	June 23, 2017
Closeout Documentation	June 23 – July 7, 2017
Submit Reimbursement Request to DNR	July 21, 2017

<b>Without DNR Review</b>	
<b>Item Description</b>	<b>Date</b>
Submit Updated Scope, Schedule, Budget to Ypsilanti Twp.	July 5, 2016
Board Meeting Deadline	July 11, 2016
Board Approval to Amend Budget	July 19, 2016
Update Plans, Specifications and Bid Docs	July 20 – July 29, 2016
Submit Sealed Plans and Specs to DNR	August 1, 2016
Letter to Advertise Bid	August 5, 2016
Board Approval to Advertise	August 16, 2016
Advertise Bid	August 17, 2016
Bids Due	August 31, 2016
Letter to Award Bid	September 7, 2016
Board Approval to Award	September 20, 2016
Award Contract and Notify DNR of Contractor	September 21, 2016
Pre-Construction Meeting	October 26, 2016
Begin Construction	October 31, 2016
Substantial Completion	November 11, 2016
Final Completion	December 16, 2016
Closeout Documentation	December 16, 2016 – January 6, 2017
Submit Reimbursement Request to DNR	January 20, 2017



WASHTENAW AVENUE  
EASEMENT ACQUISITION AGREEMENT

IT IS MUTUALLY AGREED between the BOARD of COUNTY ROAD COMMISSIONERS for the COUNTY of WASHTENAW, referred to as "W.C.R.C." and the TOWNSHIP BOARD of YPSILANTI CHARTER TOWNSHIP, WASHTENAW COUNTY herein referred to as the "TOWNSHIP" that,

WHEREAS, the TOWNSHIP intends to pursue the infill of sidewalks along Washtenaw Avenue in Ypsilanti Township, and

WHEREAS, the TOWNSHIP desires that sidewalk easements be obtained along Washtenaw Avenue in Ypsilanti Township in order to complete the sidewalk infill work, and

WHEREAS, the TOWNSHIP will provide legal descriptions for and proposed plans detailing said sidewalk easement acquisitions to W.C.R.C., and

WHEREAS, the plan requires the acquisition of four (4) sidewalk easements to be acquired, and

WHEREAS, all acquisition shall be obtained in accordance with current or amended Michigan Department of Transportation procedures, and

IT IS NOW THEREFORE AGREED, that the W.C.R.C. will administer the acquisition of four (4) sidewalk easements identified on Washtenaw Avenue CDBG Sidewalk preliminary engineering plan (attached as Exhibit A), and

IT IS NOW THEREFORE AGREED, that the TOWNSHIP agrees that the W.C.R.C. shall act on its behalf to administer the acquisition of four (4) sidewalk easements from the parcels identified in the proposed plan and the Township shall reimburse the W.C.R.C. for any and all administrative costs. Administrative costs shall include actual salary, benefits, and equipment used by the W.C.R.C. to accomplish the right of way acquisition, and

IT IS FURTHER AGREED, that TOWNSHIP will pay for all Consultant services necessary to obtain said parcels along Washtenaw Avenue, and associated costs including, but not limited to, environmental assessments, appraisals, title commitments, attorney fees, condemnation acquisition costs and relocation expenses associated with said parcels. The W.C.R.C. agrees to pay the negotiated sale price for each parcel acquisition, subject to approval by the TOWNSHIP. The TOWNSHIP agrees to reimburse the W.C.R.C. for the negotiated sale price for each parcel acquired as an EASEMENT, and

IT IS NOW THEREFORE AGREED, that should this Agreement no longer meet the needs of either W.C.R.C. or TOWNSHIP, the Agreement may be terminated by either party. Termination to occur 60 days from the receipt of written notice to terminate.

Signed this 20<sup>th</sup> day of July, 2016

YPSILANTI TOWNSHIP:

WITNESSETH:

Isaac Garrett

Brenda Stumbo

By: Brenda Stumbo, Supervisor

Isaac Garrett

Karen Lovejoy Roe  
By: Karen Lovejoy Roe, Clerk

BOARD OF COUNTY ROAD COMMISSIONERS FOR THE COUNTY OF WASHTENAW:

WITNESSETH:

\_\_\_\_\_

By: Doug E. Fuller, Chair

\_\_\_\_\_

By: Roy D. Townsend, Managing Director/Clerk

METRO Act Permit  
Bilateral Form  
Revised 12/06/02

RIGHT-OF-WAY  
TELECOMMUNICATIONS PERMIT

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean **Mobilitie, LLC** a limited liability company organized under the laws of the State of Nevada whose address is **2220 University Drive, Newport Beach, CA 92660**.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's [Mayor/Manager/Supervisor/Village President] or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean Charter Township of Ypsilanti, a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.

- 2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.
- 2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.
- 2.2 Overlapping. Company shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

### 3 Contacts, Maps and Plans

- 3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:
  - 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is  
**Theocly Tsotsos**  
**120 S. Riverside Plaza, Suite 1800**  
**Chicago, IL 60606**  
**(312) 638-5356**  
**[theocly.tsotsos@mobilite.com](mailto:theocly.tsotsos@mobilite.com)**
  - 3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is  
**Such records will be located at the preceding local office.**
  - 3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is

**Michael Trampetti**  
**VP of Network Implementation**  
**120 S. Riverside Plaza, Suite 1800**  
**Chicago, IL 60606**  
**(312) 638-5330**  
**michael.trampetti@mobilitie.com**

3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is

**Michael Trampetti**  
**VP of Network Implementation**  
**120 S. Riverside Plaza, Suite 1800**  
**Chicago, IL 60606**  
**(312) 638-5330**  
**michael.trampetti@mobilitie.com**

3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.

3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

#### 4 Use of Public Right-of-Way

4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or

property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into

and exit from each manhole and handhole with Company's name and a toll-free telephone number.

- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits,

licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications

provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.

- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

## 5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

## 6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement



through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
  - 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
  - 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
  - 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
  - 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan

Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

## 7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
- 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or

- 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
- 7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

- 8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

- 9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

- 10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

- 10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

- 10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.
- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.
- 11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:
- 11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
- 11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
- 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and
- 11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to 7200 South Huron River Drive, Ypsilanti, MI 48197, with a copy to \_\_\_\_\_.

12.1.2 If to Company, to 120 S. Riverside Plaza, Suite 1800, Chicago, IL 60606, with a copy to 2220 University Drive, Newport Beach, CA 92660.

12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Duties. Company shall faithfully perform all duties required by this Permit.

13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be

partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

**Charter Township of Ypsilanti**

Attest:  
By: Kathy Pal  
Clerk

Drew L. Steward / Kathy Pal  
By: \_\_\_\_\_  
Its: Supervisor / Clerk  
Date: July 20, 2016

**Exhibit A to Master Agreement**

**Purchase Agreement**

This Purchase Agreement (this "Agreement") is dated as of June 27, 2016 between The Detroit Edison Company ("Company") and Charter Township of Ypsilanti ("Customer").

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

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

1. DTE Work Order Number:	45418907	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	Intersection of E Clark Rd & Wiard Blvd in Ypsilanti Township, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	1 – Overhead fed 65 watt Autobahn LED with gray housing mounted on a 17'-6" arm attached to an existing wood pole.	
5. Estimated Total Annual Lamp Charges	\$137.80	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$2,060.23
	Credit for 3 years of lamp charges:	\$413.40
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$1,646.83</b>
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices  Signature: <i>Brenda L. Stumbo / Karen Lovejoy Roe</i>	
10. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S Huron River Dr Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe	

11. Special Order Material Terms:

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

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

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

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

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

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

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



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

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

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

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

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

\*\*\*\*\*

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

Company:

The Detroit Edison Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Customer:

Charter Township of Ypsilanti

By: Brenda L. Stumbo / K. Ly Pop

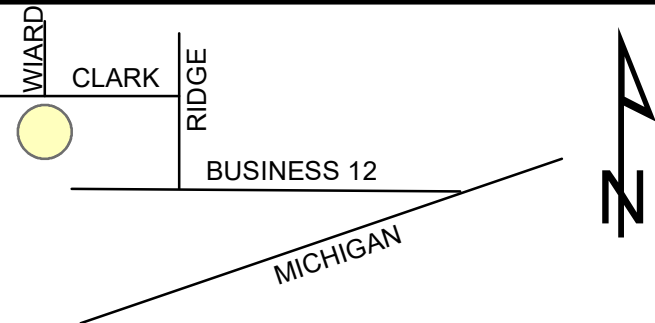
Name: Brenda L. Stumbo / Karen Lovejoy Roe

Title: Supervisor Clerk

July 20, 2016



NO MISS DIG



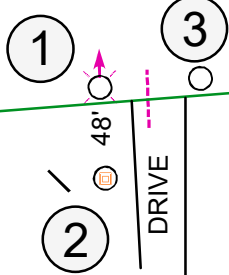
WIARD BLVD

E CLARK RD

ACTUAL DRIVEN WAY  
IS 28'

C/L  
ACTUAL DRIVEN WAY  
IS 28'

90' ROW



2440 E. CLARK SCHOOL

**WL 1:**  
IN: MULTIPLE LED 65 LT COBRA  
IN: OH CODE S48  
IN: PCLL  
L 65 AFT718 -- 9000 YPSIL -- A230 -- 531  
IN: DET 605D  
GLN# 208400-277144

**WL 2:**  
IN: DET 605D

**WL 3:**  
IN: 6A6D SL CONDUCTOR

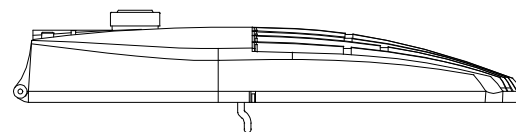
N PASADENA ST

**NOTES: TRUCK ACCESSIBLE.  
TRANSFORMER LOCATION.  
WASHTENAW COUNTY  
ROAD PERMIT REQUIRED.**

PWO# 45418907 11 X 17

**LEGEND**

- EXISTING DECO POLE
- PROPOSED POLE
- FOREIGN POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- TREE
- 120/240 V LINE
- 4.8 KV LINE
- 13.2 KV LINE
- 40 KV LINE



65W LED SILVER CODE LT

**Streetlight Billing Summary**

A230 - YPSILANTI TWP OF

9000 YPSIL IN 1 \*531

Created on: 6/7/2016 10:36:28 AM

DTE Energy		DTE Electric - Distribution Engineering and Planning													
Service Planner		Work Order Description													
O'Dea, Charlotte A		CWO SL - NBUS - 1 OH - E Clark & Wiard Blvd - Ypsilanti Twp													
Phone	734.397.4307	Work Order #	45419814	GIS-DSN	45419899	COH	45419914	CUL	CUG	PLC					
Supervisor	Mark A Slater	Circuit #1	MOTT 8124			Circuit #2	PH	SCMAT	45419913						
Service Center	ANN	Worksite City	YPSILANTI			Worksite Twp	YPSILANTI		County	Washtenaw					
Phone	734.397.4055	JU Work to be Performed	RSD			JU									
Planning Engineer		JU Company	Contact	Email	Phone										
Phone		JU Company	Contact	Email	Phone										
CUE Number	639483	Ver	1	Plot Date	6/7/2016	Scale	NTS	Town	03S	Range	07E	Section	01	Qtr	

**RESTATED AND AMENDED**  
**HAZARDOUS MATERIALS RESPONSE AUTHORITY AGREEMENT**  
**FOR WASHTENAW COUNTY AND ADJACENT COMMUNITIES**

THIS RESTATED AND AMENDED HAZARDOUS MATERIALS RESPONSE AUTHORITY AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the County of Washtenaw, a Michigan municipal corporation, the City of Ann Arbor, Washtenaw County, a Michigan municipal corporation, the City of Ypsilanti, Washtenaw County, a Michigan municipal corporation, the Charter Township of Pittsfield, Washtenaw County, a Michigan charter township and the Charter Township of Ypsilanti, Washtenaw County, a Michigan charter township (hereinafter collectively referred to as “Enabling Public Agencies”).

RECITALS:

The Urban Cooperation Act, Act 7 of the Public Acts of Michigan of 1967 (extra session), as amended (hereinafter referred to as “Act 7”), provides that local governmental units as defined in Act 7 may enter into Interlocal agreements, which agreements may provide for a joint exercise of any power, privilege or authority which the local governmental units share in common and which each might exercise separately.

The Enabling Public Entities recognize that they are mutually interdependent and that it is in their mutual best interest and the best interest of their resident to address area-wide hazardous materials response needs and the cost sharing of providing regional services and meeting regional needs on a county-wide basis.

The Enabling Public Entities entered into an Agreement Creating a Hazardous Materials Response Authority for Washtenaw County and Adjacent Communities, dated May 10, 1996 (hereinafter referred to as the “Agreement”) pursuant to Act 7 for the mutual benefit of the residents of the Enabling Public Entities and other public agencies engaged in, or interested in hazardous materials response would at a future date join as parties to this Agreement.

Subsequently, the Enabling Public Entities have entered into amendments to the Agreement; however, the Enabling Public Entities have determined that it is appropriate at this point to integrate these

amendments and restate the rights and obligations of the Enabling Public Entities and any other agency later joining in this Agreement.

All payments made to the Authority and moneys collected by the Authority prior to the date of this restatement shall, for the fiscal integrity of the Authority, continue to be safeguarded by the County of Washtenaw and used for the purposes enumerated in the Agreement, as originally stated and subsequently restated herein.

Therefore, it is agreed by the Enabling Public Entities that that the terms of Agreement are restated and amended to read in their entirety as follows:

TERMS:

ARTICLE ONE – NAME AND PURPOSE

- 1.1 The parties to this Agreement are creating, by powers granted in state law, a legal entity to be known as the Washtenaw County Hazardous Materials Response Authority (hereinafter, "the Authority").
- 1.2 The purpose of this Authority is to assist contracting local fire departments by providing a trained and equipped hazardous materials response team that provides on-scene support to the incident commander (highest ranking fire department official with jurisdiction) including hazardous incident rescue when possible; and for the purpose of confining, containing, plugging, patching or otherwise stopping life threatening or environmentally dangerous chemical releases. The Authority's purpose does not include environmental remediation actions.
- 1.3 The Authority may enter into agreements with one or more public or private agencies to receive services under this agreement. Such contracted services may include, but are not limited to, providing personnel, equipment and supplies to the Authority.
- 1.4 The Authority may also enter into agreements with one or more public or private agencies interested in receiving hazardous materials response assistance from the Authority. Each implementing agreement will specify the contribution to the Authority to be made by the Agency during the term of the agreement, and will specify the services that are to be rendered by the Authority.
- 1.5 The Authority will operate as follows:

- 1.5.1 Its support services, including fiscal administration control, will be provided by the County of Washtenaw.
- 1.5.2 The Authority will receive financial support from one or more sources, including contributions, user fees for service from public agencies or private organizations, grants, or tax subsidies.
- 1.5.3 The Authority will provide hazardous materials response assistance to any Participating Public Agency currently under contract with the Authority.
- 1.5.4 The Authority and the service it provides are intended as a public service, not as an instrument for the sale of hazardous materials response services. To that end, the membership of the Board and the membership of the Technical Advisory Committee are composed to include a wide variety of membership and expertise. The structure is adopted deliberately, to make sure the viewpoints of all public agencies and the viewpoints of entities and individuals involved in the handling of hazardous materials, as well as the viewpoints of the public are represented. It is also done to improve coordination of services, to reduce costs, and to encourage greater participation in the Authority and its work by all relevant parts of Washtenaw County and surrounding communities.

## ARTICLE TWO – DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- 2.1 "Implementing Agreement" means an agreement described in paragraph 1.3.
- 2.2 "Authority" refers to the Washtenaw County Hazardous Materials Response Authority,
- 2.3 "Board" refers to the Board of Directors of the Authority, as described in this Agreement.
- 2.4 "Budget" refers to the annual fiscal plan regarding anticipated revenues and expenditures of the Authority adopted by the Board.
- 2.5 "Committee" refers to the Technical Advisory Committee of the Authority, as described in Section 4 of this Agreement.
- 2.6 "Fiscal Year" refers to the period of time in which the Authority's annual budget shall be effective and shall be concurrent with the calendar year.
- 2.7 "Legislative Body" refers to the governing body of a public agency.

2.8 "Majority" means one (1) more than half of those eligible to vote.

2.9 "Private Safety Entity" refers to a private entity which provides emergency fire, ambulance or other emergency medical services.

2.10 "Properly Convened Meeting" refers to a Board or Committee meeting where a quorum is present and which was the subject of five days prior written notice to each member.

2.11 "Quorum" consists of one (1) more than half of those eligible to vote.

2.12 "Participating Public Agencies" refers to public agencies which, through contractual arrangements with the Authority, contribute funds or other resources to the Authority in return for hazardous materials response services.

2.13 "Public Agency" refers to the State of Michigan, a county, or any village, township, charter township, or city or any special purpose district.

2.14 "Public Safety Agency" refers to a functional division of a public agency which provides law enforcement, fire suppression, ambulance services, or other emergency services.

2.15 "Enabling Public Agency" refers to the County of Washtenaw, the City of Ann Arbor, the City of Ypsilanti, the Charter Township of Pittsfield and the Charter Township of Ypsilanti. Enabling Public Agencies must have respective populations of at least 15,000 residents, and will be expected to provide resources, including personnel and some level of funding to the organization.

2.16 "Technical Advisory Committee" refers to the Committee described in Section 4 of this Agreement.

### ARTICLE III – GOVERNANCE

#### 3.0 Board of Directors

3.1 Composition. The Authority shall be governed by a Board of Directors ("Board"), to be composed of at least eleven (11) members. Those eleven shall consist of:

A representative of each Enabling Public Agency, including:

A representative of Washtenaw County

The City of Ann Arbor Fire Chief

The City of Ypsilanti Fire Chief

The Charter Township of Pittsfield Fire Chief

The Charter Township of Ypsilanti Fire Chief

Three representatives of other Participating Public Agencies, which will be selected by the Washtenaw County Fire Mutual Aid Association Fire Chiefs, and will be geographically representative of the county.

A representative of a Participating Public Agency, who is recommended by the Washtenaw County Criminal Justice Association.

The Washtenaw County Public Health Officer or his or her designee.

A representative of the Washtenaw County ambulance contractor.

3.1.1 Each Board Member shall have an alternate who may attend all Board meetings and may vote in the absence of the Member. The alternate shall be appointed in the same manner as the Member, and shall serve for the same term.

3.2 Selection of Board Members. Board members shall be selected by the entity being represented, and shall serve at its will.

3.3 Terms of Board Members. The three representatives of the Participating Public Agencies, which are recommended by the Washtenaw County Fire Mutual Aid Association, shall be selected for a term of three years each, with initial terms of one year, two years and three years. The Board members may be removed at the will of the entity they represent.

3.4 Powers. In addition to policy-making power and any other power expressly conferred herein, the Board is empowered to perform the following functions for the Authority, to facilitate the purpose of this Agreement:

3.4.1 Enter into contracts with the approval of the Authority legal counsel;

3.4.2 Contract with public safety agencies and/or private entities for their provision of staffing, equipment, supplies, and/or administrative or support services;

3.4.3 Receive and administer grants, gifts, bequests, or assistance funds;

3.4.4 Incur operational liabilities;

3.4.5 Prepare the Authority's annual budget;

3.4.6 Establish other policy for the administration of the Authority and its functions.

3.4.7 Employ, engage, compensate, transfer or discharge necessary personnel.

3.4.8 Acquire, own, use, operate, maintain, lease or sell real or personal property.

3.4.9 Dispose, divide or distribute any property acquired through the execution of this agreement.

3.4.10 Make claims for federal or state aid.

3.4.11 Obtain insurance coverage for the Authority and its enabling and participating members.

Notwithstanding the above, the authority of the Board shall be limited to binding the Authority and making policy for the Authority. The Board shall not have authority to make policy for any other entity, or to commit, disburse, or encumber the funds and/or resources of public and private agencies or public safety agencies.

3.5 Meetings. A regular meeting of the Board will be held in January to elect a Chair and Vice Chair. Unless scheduled for another time, that meeting will be held at 10:00 A.M. (E.S.T.) on the second Tuesday of that month at a place designated by the Board of Directors. The Board shall attempt to meet at least quarterly, including its mandatory meeting in January. The Board may meet more frequently at its discretion.

3.6 Quorum and Majority. The Board shall not take action except at a properly convened meeting at which a quorum is present. Action is to be taken by the affirmative vote of a majority of a quorum. Each Board member shall have one vote and proxy voting is not permitted.

3.7 Presiding. The Chairperson, or in his or her absence, the Vice Chairperson, shall preside at Board meetings.

3.8 Minutes. Minutes shall be kept and distributed to each member for each Board meeting.

3.9 Compensation. Board members shall serve without compensation.



ARTICLE IV – TECHNICAL ADVISORY COMMITTEE

4.0 Technical Advisory Committee

4.1 Composition and Function. The Authority's policies with respect to management of the system and technical matters shall be set (within limits set by the Board, agreements binding the Authority, and state and federal law) by a Technical Advisory Committee, to be composed of at least twelve (12) members. These twelve shall represent respectively

Fire Departments of the Enabling Public Agencies, including:

- Ann Arbor Fire Department
- Pittsfield Township Fire Department
- Ypsilanti Fire Department
- Ypsilanti Township Fire Department

Three Fire Departments, who will be selected by the Board upon the recommendation of the Washtenaw County Fire Mutual Aid Association.

Washtenaw County ambulance contractor

Washtenaw County Office of the Water Resources Commissioner

Washtenaw County Sheriff's Office Emergency Services Division

Washtenaw County Public Health Department Environmental Health Division

Hazardous Materials Response Team Director

Each representative shall be appointed by the represented entity and shall serve at its will, except that the representatives of the three fire departments recommended by the Mutual Aid Association will be appointed for one year terms which shall follow the calendar year. The Authority, through its Board, shall create additional seats on the Committee from time to time as it deems appropriate to meet the needs of the Authority.

4.1.1 Each Committee member may have an alternate who may attend all Committee meetings and may vote in the absence of the Member. The alternate shall be appointed in the same manner as the Member and shall serve for the same term.

4.2 Meetings. The Committee shall attempt to meet at least once every other month and more often, if necessary.

4.3 Quorum and Vote. The Committee shall take action at a properly convened meeting at which a quorum is present and action is taken by the affirmative vote of a majority of a quorum. Each committee member shall have one vote and proxy voting is not permitted.

4.4 Presiding. The Board of Directors shall appoint a member of the Committee who shall chair at Committee meetings.

4.5 Minutes. Minutes shall be kept and distributed for each Committee meeting.

4.6 Compensation. Committee members shall serve without compensation.

#### ARTICLE FIVE – OPERATIONS

5.1 Hazardous Materials Response Team. The Authority shall operate a Hazardous Materials Response Team (HAZMAT Team).

5.2 Director. The Board shall appoint a "Hazardous Materials Response Team Director". The Director shall have day-to-day supervisory responsibilities of the HAZMAT Team. In addition to those supervisory responsibilities, the Director shall assist the Board in preparing its annual budget and operational policies for the Authority. The Director shall keep an accurate accounting of the financial operations of the Authority and shall report on a regular basis to the Board regarding its financial condition. The Director shall attend Board meetings, and shall be a non-voting, ex-officio member of the Board. The Director shall also attend Technical Advisory Committee meetings, and shall be a voting member of the Committee.

5.3 The Director may appoint individuals to assist him or her in the day-to-day responsibilities of team operation and administration. Such appointments shall be approved by the Board.

## ARTICLE SIX – FISCAL ADMINISTRATION

6.1 Budget. For each fiscal year in accordance with the County's budget schedule, the Board shall approve, and shall submit to the County Board of Commissioners for approval an Authority budget which shall be a line-item budget in accordance with the Uniform Budget and Accounting Act. No expenditure may be authorized by the budget or by later action of the Authority, if it will result in an actual budgetary account deficit or is at a rate which will eventually lead to an actual budgetary account deficit prior to the end of the fiscal year. The Board shall recommend to the County Board of Commissioners that the budget be amended, if necessary to meet deviations in expected revenues or authorized expenditures. There shall be no Authority expenditure except pursuant to a budget approved by the Board and County of Washtenaw.

6.2 Annual Audit. The Authority revenues and expenditures shall be subject to a complete, annual audit, which will include an audit opinion without qualifications, to be performed by a certified public accountant. Such audit may be incorporated within, and constitute a part of an established public agency or public safety agency annual audit process. The Chief Financial Officer of each Enabling Public Agency and of each Participating Public Agency shall be given access to the annual budget, fund balances and expenditures, as well as the annual audit.

6.3 Delegation to Washtenaw County. All power to receive, hold, and actually disburse funds or money equivalents shall be exercised for the Authority by the County of Washtenaw under the same controls and policies that it applies to all other funds or equivalents for which it is responsible. The County of Washtenaw shall receive all payments made to the Authority and shall disburse all payments made by the Authority, whether or not there is an implementing agreement in force between the Authority and the County of Washtenaw. The county of Washtenaw shall provide the Authority with reasonable information on the state of the Authority's finances and with respect to particular transactions. If there is in effect an implementing agreement between the County of Washtenaw and the Authority, that implementing agreement shall contain provisions specifying how the delegated fiscal powers shall be exercised, how information on fiscal matters is to be provided to the Authority, and how the money resources of the Authority are to be safeguarded from illegal or otherwise improper action or inaction. If no such implementing agreement is in force, but the

Authority has not been terminated and all its funds accounted for and distributed, the County of Washtenaw shall safeguard the fiscal integrity of the Authority as it sees fit in its reasonable discretion, provided all payments made to the Authority and moneys collected by the Authority shall be used only for purposes of replacing equipment, materials, supplies, personnel costs or other expenditures to benefit the Authority.

#### ARTICLE SEVEN – PARTICIPATION

7.1 Participation. Any public safety agency in Washtenaw County may become a Participating Public Agency by contracting with the Authority. Public Safety agencies outside of Washtenaw County may become a Participating Public Agency at the sole discretion of the Board.

#### ARTICLE EIGHT – MISCELLANEOUS

8.1 Extent of Agreement. This Restated and Amended Agreement constitutes the complete expression of the agreement between the parties. There are no other representations, warranties, promises, guarantees or oral or written, expressed or implied, agreements between the parties concerning the subject matter of this Agreement.

8.2 Severability. This Agreement shall be interpreted in a manner consistent with applicable law. If any portion is held to be illegal, invalid, or unenforceable, the remainder of the Agreement shall be deemed severable and shall remain in full force and effect.

8.3 Non Waiver. None of the enabling members by participating in the Authority waives any of its legal rights or defenses with respect to any third party or parties. None of the enabling members by participating in the Authority expressly or impliedly assumes any liability of any other enabling member, the "Authority" or any other third party.

8.4 Insurance. Washtenaw County, as the coordinating fiscal agency, shall procure "insurance" policies to provide coverage, but only to the extent provided by the insurance policies, for the insurable risks of "the Authority" hazardous materials response activities, their premises, assets and income, if any, as-their-

interest-may-appear (ATIMA). Such "insurance" shall name each participating public agency as a Named Insured.

The term "insurance", within this section, shall be construed to include alternate forms of protection, such as government 138 pools, self-funding mechanisms, large Self-Insured Retention (SIR) programs, or any other acceptable form of risk financing.

8.5 Duration. This Agreement shall continue without interruption as herein restated and amended for a period of fifteen years, commencing on the date stated above , unless earlier terminated by all of the Enabling Public Agencies. An individual Enabling Public Agency may terminate by giving at least one year's written notice of termination to the other Enabling Public Agencies.

8.6 Termination Distribution of Assets. In the event of termination of this agreement and/or dissolution of the Authority, the assets of the Authority shall revert to Enabling Public Agencies and Participating Public Agencies. Each agency shall receive a percentage of the distribution which equals the percentage of contribution by that agency as related to the total contribution of all agencies.

8.7 Amendments. Amendments to this Agreement must be approved, in writing, by the governing boards of the Enabling Public Agencies, prior to taking effect.

This Agreement has been negotiated on behalf of the Participants by their respective officers pursuant to authority delegated to them and by their respective governing bodies and is executed with the approval of the respective governing bodies.

ENABLING MEMBERS:

WASHTENAW COUNTY

By: \_\_\_\_\_

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

ATTESTED TO:

\_\_\_\_\_  
Lawrence Kestenbaum, County Clerk

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Curtis Hedger, Corporation Counsel

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

CITY OF ANN ARBOR

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

APPROVED AS TO FORM

\_\_\_\_\_

Stephen K. Postema, City Attorney

CHARTER TOWNSHIP OF PITTSFIELD

By: \_\_\_\_\_

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



CITY OF YPSILANTI

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

APPROVED AS TO FORM

\_\_\_\_\_

John Barr, City Attorney

CHARTER TOWNSHIP OF YPSILANTI

By: Shera & Stuart / K. J. Papp  
Brenda L. Shabo / Karen Lopez by Rot  
Date: July 19, 2016

*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*

**Accounting  
Department**

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

## STATEMENTS AND CHECKS

*AUGUST 2, 2016 BOARD MEETING*

ACCOUNTS PAYABLE CHECKS -	\$ 808,986.02
HAND CHECKS -	<u>\$ 350,838.95</u>
GRAND TOTAL -	<b>\$1,159,824.97</b>

User: mharris

CHECK NUMBERS 172612 - 172680

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
07/12/2016	AP	172612	0918	ROLLING HILLS COUNTY PARK	48.00
07/18/2016	AP	172613	6821	AT & T	3,744.34
07/18/2016	AP	172614	0363	COMCAST CABLE	104.85
07/18/2016	AP	172615	0363	COMCAST CABLE	98.07
07/18/2016	AP	172616	0363	COMCAST CABLE	193.99
07/18/2016	AP	172617	0363	COMCAST CABLE	104.85
07/18/2016	AP	172618	0363	COMCAST CABLE	94.85
07/18/2016	AP	172619	0363	COMCAST CABLE	239.85
07/18/2016	AP	172620	0363	COMCAST CABLE	104.85
07/18/2016	AP	172621	0363	COMCAST CABLE	214.90
07/18/2016	AP	172622	0363	COMCAST CABLE	104.85
07/18/2016	AP	172623	0118	DTE ENERGY	14,090.80
07/18/2016	AP	172624	0426	GUARDIAN ALARM	1,856.07
07/18/2016	AP	172625	0426	GUARDIAN ALARM	1,201.50
07/18/2016	AP	172626	PNC EQUIP	PNC EQUIPMENT FINANCE, LLC	7,022.07
07/18/2016	AP	172627	1475	VERIZON WIRELESS	71.10
07/18/2016	AP	172628	15934	WASTE MANAGEMENT	1,100.00
07/18/2016	AP	172629	15934	WASTE MANAGEMENT	122.23
07/18/2016	AP	172630	15934	WASTE MANAGEMENT	121.70
07/18/2016	AP	172631	15421	WEX BANK	1,603.08
07/18/2016	AP	172632	0363	COMCAST CABLE	4,955.55 V
07/18/2016	AP	172633	0480	YPSILANTI COMMUNITY	4,297.21 V
07/18/2016	AP	172634	0363	COMCAST CABLE	4,955.55
07/18/2016	AP	172635	0480	YPSILANTI COMMUNITY	4,297.21
07/19/2016	AP	172636	7119	CARISSA WATSON	14.00
07/19/2016	AP	172637	C. NEWTON	CLYDE NEWTON	14.00
07/19/2016	AP	172638	4536	FRIENDS OF RUTHERFORD POOL	29.00
07/19/2016	AP	172639	0503	HOME DEPOT	69.37 V
07/19/2016	AP	172640	Q. FIELD	QUINCY FIELD	14.00
07/19/2016	AP	172641	0503	HOME DEPOT	18.95
07/19/2016	AP	172642	MENARD	MENARD, INC.	50.42
07/19/2016	AP	172643	2937	A & R TOTAL CONSTRUCTION, INC.	707.09
07/19/2016	AP	172644	AAATA	AAATA	30.69
07/19/2016	AP	172645	AAATA	AAATA	538.98
07/19/2016	AP	172646	0468	ACUSHNET COMPANY	2,028.83
07/19/2016	AP	172647	15493	ADAM KURTINAITIS	1,400.00
07/19/2016	AP	172648	0560	ALLGRAPHICS CORPORATION	63.80
07/19/2016	AP	172649	0017	ANN ARBOR CLEANING SUPPLY	31.43
07/19/2016	AP	172650	0022	ANN ARBOR WELDING SUPPLY CO	208.32
07/19/2016	AP	172651	15210	PSYBUS	58.00 V
07/19/2016	AP	172652	15210	PSYBUS	585.00
07/26/2016	AP	172653	0444	WASHTENAW COUNTY TREASURER#	20,457.00
07/26/2016	AP	172654	0444	WASHTENAW COUNTY TREASURER#	9,423.00
07/26/2016	AP	172655	0444	WASHTENAW COUNTY TREASURER#	14,050.00
07/26/2016	AP	172656	0444	WASHTENAW COUNTY TREASURER#	9,310.00
07/26/2016	AP	172657	0444	WASHTENAW COUNTY TREASURER#	8,997.00
07/26/2016	AP	172658	0444	WASHTENAW COUNTY TREASURER#	13,326.00
07/26/2016	AP	172659	0444	WASHTENAW COUNTY TREASURER#	10,194.00
07/26/2016	AP	172660	0444	WASHTENAW COUNTY TREASURER#	15,299.00
07/26/2016	AP	172661	0444	WASHTENAW COUNTY TREASURER#	8,278.00
07/26/2016	AP	172662	0444	WASHTENAW COUNTY TREASURER#	450.00
07/27/2016	AP	172663	16509	CLEAR RATE COMMUNICATIONS, INC	1,099.55
07/27/2016	AP	172664	COMCAST B	COMCAST BUSINESS	825.00
07/27/2016	AP	172665	0363	COMCAST CABLE	224.40
07/27/2016	AP	172666	0363	COMCAST CABLE	119.23
07/27/2016	AP	172667	0363	COMCAST CABLE	144.85
07/27/2016	AP	172668	0363	COMCAST CABLE	114.35
07/27/2016	AP	172669	0363	COMCAST CABLE	160.35
07/27/2016	AP	172670	4536	FRIENDS OF RUTHERFORD POOL	20.00
07/27/2016	AP	172671	16486	PAETEC	486.60
07/27/2016	AP	172672	1475	VERIZON WIRELESS	959.81
07/27/2016	AP	172673	1475	VERIZON WIRELESS	2,164.54
07/28/2016	AP	172674	5049	BLUE CROSS BLUE SHIELD OF MI	132,850.50
07/28/2016	AP	172675	BCBS	BLUE CROSS BLUE SHIELD OF MI	33,886.66
07/28/2016	AP	172676	2002	DELTA DENTAL PLAN OF MICHIGAN	13,393.60
07/28/2016	AP	172677	6263	STANDARD INSURANCE COMPANY	4,175.44
07/28/2016	AP	172678	VSP	VISION SERVICE PLAN	2,410.56
07/29/2016	AP	172679	6215	UNITED STATES POSTMASTER	313.77
07/29/2016	AP	172680	0722	PRINTING SYSTEMS	476.52

## AP TOTALS:

Total of 69 Checks:

360,219.08

Less 4 Void Checks:

9,380.13

Total of 65 Disbursements:

350,838.95

User: mharris

CHECK NUMBERS 172681 - 172793

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
08/02/2016	AP	172681	2937	A & R TOTAL CONSTRUCTION, INC.	330.84
08/02/2016	AP	172682	11339	ACCUSHRED LLC	140.00
08/02/2016	AP	172683	15493	ADAM KURTINATIS	910.00
08/02/2016	AP	172684	ADS	ADS REAL ESTATE ENTERPRISES LLC	12,000.00
08/02/2016	AP	172685	ALIENVAULT	ALIENVAULT INC	2,340.00
08/02/2016	AP	172686	0560	ALLGRAPHICS CORPORATION	90.00
08/02/2016	AP	172687	0017	ANN ARBOR CLEANING SUPPLY	1,194.69
08/02/2016	AP	172688	0034	ASSOCIATED FENCE	1,370.00
08/02/2016	AP	172689	0215	AUTO VALUE YPSILANTI	269.29
08/02/2016	AP	172690	AC LLC	AUTOMATED CONFIRMATIONS, LLC	33.25
08/02/2016	AP	172691	15524	AUTOMATIC IRRIGATION SUPPLY	63.02
08/02/2016	AP	172692	0009	B/C CONTRACTORS, INC.	426.00
08/02/2016	AP	172693	B. UDEH	BASIL UDEH	120.00
08/02/2016	AP	172694	0195	BEST BUY BUS. ADVANTAGE ACCT.	419.98
08/02/2016	AP	172695	C.E. GLEE	C.E. GLEESON CONSTRUCTORS	1,000.00
08/02/2016	AP	172696	C. HALE	CALEB HALE	40.00
08/02/2016	AP	172697	3460	CDW GOVERNMENT INC	128.41
08/02/2016	AP	172698	6015	CENTRON DATA SERVICES	1,275.00
08/02/2016	AP	172699	C. DESGRAN	CHANDLER DESGRANGES	60.00
08/02/2016	AP	172700	0870	CHARTER TOWNSHIP OF SUPERIOR	5.15
08/02/2016	AP	172701	2276	CINCINNATI TIME SYSTEMS	799.55
08/02/2016	AP	172702	CINTAS	CINTAS CORPORATION	102.63
08/02/2016	AP	172703	15452	COLD CUT KRUISE	52.80
08/02/2016	AP	172704	0102	COLMAN-WOLF SANITARY SUPPLY CO	136.84
08/02/2016	AP	172705	0582	CONGDON'S	301.64
08/02/2016	AP	172706	CONTI	CONTI	212.50
08/02/2016	AP	172707	D. KIMBALL	DAN KIMBALL	259.20
08/02/2016	AP	172708	DEP	DEP PRODUCTIONS LLC	370.30
08/02/2016	AP	172709	D. GOVEN	DONALD GOVEN	60.00
08/02/2016	AP	172710	D. HEISTER	DONALD HEISTER	903.00
08/02/2016	AP	172711	2039	DTE ENERGY COMPANY -	1,646.83
08/02/2016	AP	172712	2913	EMERGENCY VEHICLE SERVICES	11,490.18
08/02/2016	AP	172713	2898	EMERGENT HEALTH PARTNERS	6,073.99
08/02/2016	AP	172714	1200	FEDERAL EXPRESS CORPORATION	51.97
08/02/2016	AP	172715	FS USA	FIRE SAFETY USA	805.95
08/02/2016	AP	172716	1233	GORDON FOOD SERVICE INC.	2,627.65
08/02/2016	AP	172717	2829	GOVERNMENTAL BUSINESS SYSTEMS	69.93
08/02/2016	AP	172718	0107	GRAINGER	456.96
08/02/2016	AP	172719	GREEN ACRE	GREEN ACRES FERTILIZER COMPANY	75.00
08/02/2016	AP	172720	6414	GRIFFIN PEST SOLUTIONS	93.00
08/02/2016	AP	172721	0503	HOME DEPOT	63.67
08/02/2016	AP	172722	HNV	HOME OF NEW VISION	1,120.00
08/02/2016	AP	172723	4711	ISRAEL INVESTIGATIONS	1,125.00
08/02/2016	AP	172724	15496	J.F. MOORE & ASSOCIATES, LLC	490.00
08/02/2016	AP	172725	J BURD	JENNIFER BURD	85.00
08/02/2016	AP	172726	5731	JOSEPH LAWSON	326.17
08/02/2016	AP	172727	16408	JTW PIPES LLC	275.00
08/02/2016	AP	172728	K. HINER	KATHLEEN HINER	269.50
08/02/2016	AP	172729	K. MONTRES	KEITH MONTRESOR	1,260.00
08/02/2016	AP	172730	K. FERELL	KENNETH FERRELL	45.00
08/02/2016	AP	172731	K ROBINSON	KENNETH ROBINSON SR.	120.00
08/02/2016	AP	172732	LCI	LEO'S CONEY ISLAND	274.48
08/02/2016	AP	172733	LIGHT UP	LIGHT UP DISTRIBUTION, INC	37.15
08/02/2016	AP	172734	6550	LOOKING GOOD LAWN	6,378.00
08/02/2016	AP	172735	6467	LOWE'S	195.71
08/02/2016	AP	172736	LSQ	LSQ FUNDING GROUP, L.C.	126.00
08/02/2016	AP	172737	LYDEN OIL	LYDEN OIL COMPANY	812.20
08/02/2016	AP	172738	M. DRUMMER	MARCUS DRUMMER	15.00
08/02/2016	AP	172739	0158	MARK HAMILTON	1,500.00
08/02/2016	AP	172740	M. BENTLEY	MATHEW BENTLEY	60.00
08/02/2016	AP	172741	0253	MCLAIN AND WINTERS	9,775.00
08/02/2016	AP	172742	16445	MCMASTER-CARR	54.44
08/02/2016	AP	172743	15423	MESSENGER PRINTING	1,393.00
08/02/2016	AP	172744	M. BODARY	MICHAEL BODARY	60.00
08/02/2016	AP	172745	M. SENSOLI	MICHAEL SENSOLI	54.00
08/02/2016	AP	172746	M. SMITH	MICHAEL SMITH	54.00
08/02/2016	AP	172747	16165	MICHIGAN ABILITY PARTNERS	4,100.40
08/02/2016	AP	172748	16461	MICHIGAN LINEN SERVICE, INC.	869.12
08/02/2016	AP	172749	15794	MIDWEST GOLF & TURF	687.09
08/02/2016	AP	172750	16407	MLIVE MEDIA GROUP	145.00
08/02/2016	AP	172751	2986	NAPA AUTO PARTS*	125.92
08/02/2016	AP	172752	6101	NATIONAL FIRE PROTECTION ASSOC	175.00
08/02/2016	AP	172753	2997	OFFICE EXPRESS	2,573.80
08/02/2016	AP	172754	1081	OKINAWAN KARATE CLUB	814.10
08/02/2016	AP	172755	0913	PARKWAY SERVICES, INC.	230.00
08/02/2016	AP	172756	PELLA WD	PELLA WINDOWS AND DOORS	105.75
08/02/2016	AP	172757	PEPSI	PEPSI BEVERAGES COMPANY	222.24
08/02/2016	AP	172758	P. POWER	PETER POWER	840.00

User: mharris

CHECK NUMBERS 172681 - 172793

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
08/02/2016	AP	172759	0327	PINTER'S FLOWERLAND, INC.	203.40
08/02/2016	AP	172760	2966	PITNEY BOWES	1,482.39
08/02/2016	AP	172761	PLUKETT	PLUNKETT COONEY	566.79
08/02/2016	AP	172762	POTAWATOMI	POTAWATOMI MOUNTAIN BIKING ASSOC.	300.00
08/02/2016	AP	172763	0722	PRINTING SYSTEMS	542.30
08/02/2016	AP	172764	0928	PROFESSIONAL TREE SERVICE	8,000.00
08/02/2016	AP	172765	PFM	PUBLIC FINANCIAL MANAGEMENT, INC	1,100.00
08/02/2016	AP	172766	1637	RESIDEX, LLC	4,239.50
08/02/2016	AP	172767	6308	RKA PETROLEUM	7,447.33
08/02/2016	AP	172768	SERVERSUPP	SERVER SUPPLY INC	990.00
08/02/2016	AP	172769	SIGNARAMA	SIGNARAMA	43.62
08/02/2016	AP	172770	SLT	SILVER LINING TIRE RECYCLING	264.00
08/02/2016	AP	172771	SITEONE	SITEONE LANDSCAPE SUPPLY, LLC	105.43
08/02/2016	AP	172772	0387	SOCIETY FOR HUMAN RESOURCES	190.00
08/02/2016	AP	172773	15751	SOUTHERN COMPUTER WAREHOUSE	2,304.54
08/02/2016	AP	172774	1507	SPARTAN DISTRIBUTORS	196.36
08/02/2016	AP	172775	1338	STADIUM TROPHY	402.20
08/02/2016	AP	172776	6938	STATE OF MICHIGAN	902.23
08/02/2016	AP	172777	TERMINX	TERMINIX PROCESSING CENTER	50.00
08/02/2016	AP	172778	6974	TERRY CONDIT	108.00
08/02/2016	AP	172779	TETRA TECH	TETRA TECH, INC	1,290.00
08/02/2016	AP	172780	15941	TODD BARBER	3,000.00
08/02/2016	AP	172781	6376	TRACTOR SUPPLY COMPANY	279.96
08/02/2016	AP	172782	2597	U.S. POSTAL SERVICE*	3,000.00
08/02/2016	AP	172783	15175	ULLIANCE	911.55
08/02/2016	AP	172784	3082	UNIVERSITY TRANSLATORS	181.88
08/02/2016	AP	172785	15792	V & J CEMENT	4,185.00
08/02/2016	AP	172786	6627	VICTORY LANE	165.07
08/02/2016	AP	172787	0163	WASHTENAW COUNTY ROAD COMMISSION	645,125.00
08/02/2016	AP	172788	15249	WASHTENAW COUNTY SHERIFF'S OFFICE	330.00
08/02/2016	AP	172789	0444	WASHTENAW COUNTY TREASURER#	32,356.50
08/02/2016	AP	172790	1627	WINGFOOT COMMERCIAL TIRE	1,310.19
08/02/2016	AP	172791	0480	YPSILANTI COMMUNITY	1,464.20
08/02/2016	AP	172792	6417	YPSILANTI TOWNSHIP PETTY CASH	107.11
08/02/2016	AP	172793	0729	ZEP MANUFACTURING COMPANY	179.18

## AP TOTALS:

Total of 113 Checks:

808,986.02

Less 0 Void Checks:

0.00

Total of 113 Disbursements:

808,986.02

*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**  
*AUGUST 16, 2016 BOARD MEETING*

ACCOUNTS PAYABLE CHECKS -	\$	2,719,280.14
HAND CHECKS -	\$	3.00
CREDIT CARD PURCHASES-	\$	<u>5,162.90</u>
GRAND TOTAL -	\$	<b>2,724,446.04</b>

Choice Health Care Deductible – JULY 2016

ACH EFT -	\$	39,996.27
ADMIN FEE -	\$	1,192.50 (JUNE)

User: mharris

CHECK NUMBERS 172795 - 172906

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
08/16/2016	AP	172795	0657	14-B DISTRICT COURT	280.00
08/16/2016	AP	172796	0657	14-B DISTRICT COURT	320.00
08/16/2016	AP	172797	2937	A & R TOTAL CONSTRUCTION, INC.	486.54
08/16/2016	AP	172798	15493	ADAM KURTINAITIS	1,050.00
08/16/2016	AP	172799	15373	ADVANCE PRINT & GRAPHICS	60.00
08/16/2016	AP	172800	0560	ALLGRAPHICS CORPORATION	672.75
08/16/2016	AP	172801	A. MATURO	AMELIA ANN MATURO	75.00
08/16/2016	AP	172802	0017	ANN ARBOR CLEANING SUPPLY	421.45
08/16/2016	AP	172803	0022	ANN ARBOR WELDING SUPPLY CO	201.60
08/16/2016	AP	172804	1990	ANNETTE GONTARSKI	174.96
08/16/2016	AP	172805	ARTS	ARTS ALLIANCE	350.00
08/16/2016	AP	172806	0034	ASSOCIATED FENCE	1,374.00
08/16/2016	AP	172807	0215	AUTO VALUE YPSILANTI	199.18
08/16/2016	AP	172808	0777	BANDIT INDUSTRIES	64.31
08/16/2016	AP	172809	BARTOS	BARTOS DISTRIBUTING	74.00
08/16/2016	AP	172810	B. UDEH	BASIL UDEH	90.00
08/16/2016	AP	172811	B. SHERMAN	BEN SHERMAN	20.00
08/16/2016	AP	172812	0071	BRENDA STUMBO	412.07
08/16/2016	AP	172813	6959	BUTZEL LONG	147.00
08/16/2016	AP	172814	16356	CANNONSBURG WOOD PRODUCTS	6,930.00
08/16/2016	AP	172815	3460	CDW GOVERNMENT INC	65.30
08/16/2016	AP	172816	C. PERIN	CHRIS PERIN	90.00
08/16/2016	AP	172817	CINTAS	CINTAS CORPORATION	348.90
08/16/2016	AP	172818	15452	COLD CUT KRUISE	49.80
08/16/2016	AP	172819	1312	COMPLETE BATTERY SOURCE	60.33
08/16/2016	AP	172820	0582	CONGDON'S	47.36
08/16/2016	AP	172821	COURT INN	COURT INNOVATIONS INC	105.00
08/16/2016	AP	172822	D. JACKSON	DAYLAN JACKSON	27.00
08/16/2016	AP	172823	D. CRAIG	DEIDRA CRAIG	100.00
08/16/2016	AP	172824	DRC	DISPUTE RESOLUTION CENTER	1,250.00
08/16/2016	AP	172825	16171	DIVERSE REAL ESTATE LLC	12,600.00
08/16/2016	AP	172826	E SOURCE	ELECTION SOURCE	2,596.35
08/16/2016	AP	172827	E. BEEHLER	ERIK BEEHLER	40.00
08/16/2016	AP	172828	E. BLAIR	EUGENE BLAIR	261.80
08/16/2016	AP	172829	15957	FAMILY HEATING COMPANY	37.50
08/16/2016	AP	172830	5736	FEDERAL ENERGY REGULATORY COMM	2,933.50
08/16/2016	AP	172831	15034	FONDRIEST ENVIRONMENTAL, INC	950.00
08/16/2016	AP	172832	F. BRUCK	FRANK BRUCK	80.00
08/16/2016	AP	172833	15897	GARY STAFFORD	27.00
08/16/2016	AP	172834	1233	GORDON FOOD SERVICE INC.	1,203.98
08/16/2016	AP	172835	2829	GOVERNMENTAL BUSINESS SYSTEMS	19.44
08/16/2016	AP	172836	0107	GRAINGER	345.20
08/16/2016	AP	172837	0503	HOME DEPOT	242.13
08/16/2016	AP	172838	0500	HORNUNG'S	39.70
08/16/2016	AP	172839	HTECH	HOWARD TECHNOLOGY	7,061.00
08/16/2016	AP	172840	I. WRIGHT	IRMA WRIGHT	15.00
08/16/2016	AP	172841	2902	J & R TRACTOR, LLC	258.50
08/16/2016	AP	172842	15496	J.F. MOORE & ASSOCIATES, LLC	132.00
08/16/2016	AP	172843	15496	J.F. MOORE & ASSOCIATES, LLC	131.00
08/16/2016	AP	172844	16408	JTW PIPES LLC	430.00
08/16/2016	AP	172845	6280	KAREN LOVEJOY ROE	61.55
08/16/2016	AP	172846	16358	LANSING SANITARY SUPPLY, INC	77.13
08/16/2016	AP	172847	LCI	LEO'S CONEY ISLAND	179.40
08/16/2016	AP	172848	6550	LOOKING GOOD LAWN	3,430.00
08/16/2016	AP	172849	8244	MADCM	175.00
08/16/2016	AP	172850	0158	MARK HAMILTON	1,500.00
08/16/2016	AP	172851	15195	MARK NELSON	83.48
08/16/2016	AP	172852	M. BENTLEY	MATTHEW BENTLEY	60.00
08/16/2016	AP	172853	15405	MAYNARDS AUTO SERVICE CENTER	156.95
08/16/2016	AP	172854	0253	MCLAIN AND WINTERS	99,446.62
08/16/2016	AP	172855	MERS	MERS	654,245.00
08/16/2016	AP	172856	M. BODARY	MICHAEL BODARY	150.00
08/16/2016	AP	172857	16001	MICHAEL MEYER	75.00
08/16/2016	AP	172858	1485	MICHIGAN CAT	807.61
08/16/2016	AP	172859	16461	MICHIGAN LINEN SERVICE, INC.	714.01
08/16/2016	AP	172860	16290	MUNETRIX, LLC	2,442.03
08/16/2016	AP	172861	NETWFLEET	NETWORKFLEET, INC	342.44
08/16/2016	AP	172862	6278	O'BRYANS LOCK & KEY*	87.30
08/16/2016	AP	172863	OC	OAKLAND COUNTY	1,863.25
08/16/2016	AP	172864	2997	OFFICE EXPRESS	739.89
08/16/2016	AP	172865	15971	PARKER ALLEN	120.00
08/16/2016	AP	172866	0913	PARKWAY SERVICES, INC.	125.00
08/16/2016	AP	172867	PEPSI	PEPSI BEVERAGES COMPANY	421.41
08/16/2016	AP	172868	P. POWER	PETER POWER	945.00
08/16/2016	AP	172869	0319	PITNEY BOWES INC.**	169.99
08/16/2016	AP	172870	0144	PLANNING & ZONING CENTER, INC.	185.00
08/16/2016	AP	172871	6506	PM TECHNOLOGIES, LLC	832.51
08/16/2016	AP	172872	PNC BANK	PNC INSTITUTIONAL INVESTMENTS	789,018.00



Check Date	Bank	Check	Vendor	Vendor Name	Amount
08/16/2016	AP	172873	15887	POLO FIELDS EAST LLC	1,100.00
08/16/2016	AP	172874	15210	PSYBUS	585.00
08/16/2016	AP	172875	6528	PUBLIC AGENCY TRAINING COUNCIL	295.00
08/16/2016	AP	172876	R.ROBINSON	RAND ROBINSON	30.00
08/16/2016	AP	172877	1070	REHRIG PACIFIC COMPANY	2,770.00
08/16/2016	AP	172878	1637	RESIDEX, LLC	4,133.00
08/16/2016	AP	172879	15386	RICOH USA, INC.	7,145.94
08/16/2016	AP	172880	6308	RKA PETROLEUM	4,175.16
08/16/2016	AP	172881	R. LEONE	ROCCO LEONE	80.00
08/16/2016	AP	172882	RIG	RUMFORD INDUSTRIAL GROUP, INC.	1,108.00
08/16/2016	AP	172883	0634	SAM'S CLUB DIRECT	378.70
08/16/2016	AP	172884	SIGNARAMA	SIGNARAMA	63.72
08/16/2016	AP	172885	6288	SIGNS BY TOMORROW	178.60
08/16/2016	AP	172886	3978	SOLOMON DIVING INC.	2,435.00
08/16/2016	AP	172887	15751	SOUTHERN COMPUTER WAREHOUSE	152.90
08/16/2016	AP	172888	6938	STATE OF MICHIGAN	540.68
08/16/2016	AP	172889	S. JONES	STEPHEN JONES	66.73
08/16/2016	AP	172890	TJOHNSON	TALITHA JOHNSON	100.00
08/16/2016	AP	172891	11025	TAMMIE KEEN	80.67
08/16/2016	AP	172892	15941	TODD BARBER	3,750.00
08/16/2016	AP	172893	2597	U.S. POSTAL SERVICE*	670.00
08/16/2016	AP	172894	2597	U.S. POSTAL SERVICE*	215.00
08/16/2016	AP	172895	3082	UNIVERSITY TRANSLATORS	363.76
08/16/2016	AP	172896	0497	VAN BUREN STEEL & FABRICATING	180.00
08/16/2016	AP	172897	16487	VANGUARD GROUP	587,148.00
08/16/2016	AP	172898	6627	VICTORY LANE	33.36
08/16/2016	AP	172899	16425	WASHTENAW COUNTY LEGAL NEWS	485.00
08/16/2016	AP	172900	0444	WASHTENAW COUNTY TREASURER#	481,499.92
08/16/2016	AP	172901	0444	WASHTENAW COUNTY TREASURER#	3,089.37
08/16/2016	AP	172902	WASHTENAW	WASHTENAW URGENT CARE	325.00
08/16/2016	AP	172903	16368	WEINGARTZ	705.87
08/16/2016	AP	172904	4263	WOLVERINE FREIGHTLINER	6,841.86
08/16/2016	AP	172905	0480	YPSILANTI COMMUNITY	1,577.96
08/16/2016	AP	172906	YP IMPORTS	YPSILANTI IMPORTS	3,571.72

AP TOTALS:

Total of 112 Checks:	2,719,280.14
Less 0 Void Checks:	0.00
Total of 112 Disbursements:	<u>2,719,280.14</u>

Check Date	Bank	Check	Vendor	Vendor Name	Amount
<hr/>					
08/02/2016	AP	172794	7034	YPSILANTI DISTRICT LIBRARY	<u>3.00</u>

*Hand checks*

AP TOTALS:

Total of 1 Checks:	3.00
Less 0 Void Checks:	<u>0.00</u>
Total of 1 Disbursements:	<u>3.00</u>

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank CARDS COMERICA COMMERCIAL CARD					
06/27/2016	CARDS	0 (E)	COMERICA	COMERICA BANK	82.68
07/05/2016	CARDS	1 (E)	COMERICA	COMERICA BANK	1,007.20
08/04/2016	CARDS	2 (E)	COMERICA	COMERICA BANK	3,520.86
08/04/2016	CARDS	3 (E)	COMERICA	COMERICA BANK	552.16
CARDS TOTALS:					
Total of 4 Checks:					5,162.90
Less 0 Void Checks:					0.00
Total of 4 Disbursements:					5,162.90

OFFICE OF THE TREASURER  
LARRY J. DOE



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

Account Name	Beginning Balance	Cash Receipts	Cash Disbursements	Ending Balance
101 - General Fund	3,533,625.94	139,468.19	1,037,205.11	2,635,889.02
101 - Payroll	165,365.26	796,335.98	806,396.78	155,304.46
101 - Willow Run Escrow	142,495.45	24.14	0.00	142,519.59
206 - Fire Department	3,464,832.91	728.13	265,070.35	3,200,490.69
208 - Parks Fund	1,763.77	0.28	183.55	1,580.50
212 - Roads/Bike Path/Rec/General Fund	1,069,771.12	346,994.84	5,931.93	1,410,834.03
225 - Environmental Clean-up	407,746.68	67.48	0.00	407,814.16
226 - Environmental Services	3,023,401.17	1,190.97	27,057.70	2,997,534.44
230 - Recreation	246,898.70	23,924.43	61,108.33	209,714.80
236 - 14-B District Court	322,175.83	138,733.83	88,195.29	372,714.37
244 - Economic Development	67,244.34	11.13	0.00	67,255.47
248 - Rental Inspections	229,611.59	8,963.13	13,060.70	225,514.02
249 - Building Department Fund	625,487.84	45,438.68	29,319.37	641,607.15
250 - LDFA Tax	92,273.33	15.27	0.00	92,288.60
252 - Hydro Station Fund	315,609.00	46,202.75	25,643.81	336,167.94
266 - Law Enforcement Fund	5,710,674.16	871.61	1,024,538.18	4,687,007.59
280 - State Grants	18,401.48	3.04	0.00	18,404.52
301 - General Obligation	5,171.59	0.84	0.00	5,172.43
397 - Series "B" Cap. Cost of Funds	44,698.93	7.37	478.13	44,228.17
398 - LDFA 2006 Bonds	38,225.65	6.30	250.00	37,981.95
498 - Capital Improvement 2006 Bond Fund	337,625.82	57.20	0.00	337,683.02
584 - Green Oaks Golf Course	163,761.51	72,322.84	63,317.60	172,766.75
590 - Compost Site	971,734.47	24,547.66	14,665.57	981,616.56
595 - Motor Pool	144,999.30	3,018.47	6,958.21	141,059.56
701 - General Tax Collection	90,078.66	9,964.09	73,466.08	26,576.67
703 - Current Tax Collections	52,825.71	2,730,597.23	2,378,122.90	405,300.04
707 - Bonds & Escrow/GreenTop	770,769.13	10,078.58	20,401.38	760,446.33
708 - Fire Withholding Bonds	101,390.80	17.18	0.00	101,407.98
893 - Nuisance Abatement Fund	75,659.35	5,794.10	10,230.85	71,222.60
ABN AMRO Series "B" Debt Red. Cap.Int.	13,355.80	0.00	0.00	13,355.80
<b>GRAND TOTAL</b>	<b>22,247,675.29</b>	<b>4,405,385.74</b>	<b>5,951,601.82</b>	<b>20,701,459.21</b>

# SUPERVISOR REPORT

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

# **CLERK REPORT**

**August 16, 2016**

**Submitted by Karen Lovejoy Roe, Clerk**

- **AUGUST 2, 2016 PRIMARY ELECTION** - The Clerk's Department is following up the August 2, 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 6,351 voters or 15.43% of the registered voters. Out of the 6,351 total voters 2,389 were absentee voters. 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 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 August Primary election process. Dual poll books were utilized in several precincts in preparation for the November, 2016 election. Election workers are needed for the November election.
- **November 8, 2016 PRESIDENTIAL ELECTION** - Plans and preparations are well underway for the November 8, 2016 Presidential Election. Absentee applications are in for the November 8, 2016 election and have been mailed out to the permanent absentee voter list. New Voting Booths-Table Tops, were utilized in several precincts at the August Primary Election an effort to plan for the November 2016 election. The Clerk's office is planning on almost doubling the number of voting booths at each voting location. The increase in voting booths together with utilizing dual poll books at the larger voter turnout precincts will help with the long lines that are the norm at the Presidential Elections. The Clerk's office is also encouraging voters to request an absentee application and to vote absentee. Training for the Election Inspectors and Chairpersons will be intensive for the November election including dual poll book usage. Election Inspectors are needed for the November election. Absentee ballots and Election Inspector applications can be requested by emailing [klovejoyroe@ytown.org](mailto: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.

- **REGIONAL TRANSPORTATION AUTHORITY** - Clerk Lovejoy Roe attended the meeting of the RTA Joint Policy/Technical meeting on June 8, 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 RTA funding proposal will be on the ballot for the November 8, 2016 election in Washtenaw, Wayne, Oakland and Macomb counties. It will take a majority of voters approving the millage in the 4 counties for it to pass.
- **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. There has not been a meeting since May due to lack of agenda items. There is a lot of transition going on currently at the Office of Community and Economic Development at Washtenaw County. It is expected that a meeting will be held in August or September once the new staff assignments have been made.

# TREASURER REPORT

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THERE IS NO WRITTEN TREASURER REPORT



# TRUSTEE REPORT

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THERE IS NO WRITTEN TRUSTEE REPORT

# ATTORNEY REPORT

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GENERAL LEGAL UPDATE

# **OLD BUSINESS**

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## 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.

# **NEW BUSINESS**

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CHARTER TOWNSHIP OF YPSILANTI  
2016 BUDGET AMENDMENT #11

August 16 , 2016

101 - GENERAL OPERATIONS FUND

Total Increase \$1,867.00

Increase budget for PTO payout request over the budgeted 32 hours. An employee is requesting 100 PTO 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	\$1,867.00
		Net Revenues	<u>\$1,867.00</u>
Expenditures:	Salaries pay out -PTO	101-201-000-708.004	\$1,734.00
	FICA	101-201-000-715.000	\$133.00
		Net Expenditures	<u>\$1,867.00</u>

Motion to Amend the 2016 Budget (#11):

Move to increase the General Fund budget by \$1,867 to \$8,677,620 and approve the department line item changes as outlined.

**CHARTER TOWNSHIP OF YPSILANTI  
PROPOSED ORDINANCE NO. 2016-466**

**An ordinance to amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to increase sewage disposal service rates.**

**BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:**

Section 62-77 of Chapter 62, Article IV of the Code of Ordinances be revised as follows:

For all billings rendered prior to October 1, 2016, existing sewage disposal service rates shall prevail. For all billings rendered on or after October 1, 2016, charges for sewage disposal services shall be as provided for in Schedule A, for each bimonthly (two-month) period:

**Schedule A:**

Meter Size (inch)	Allowed Usage Cubic Feet	CAPITAL CHARGE		OM&R		TOTAL	
		Contract Community	All Others	Contract Communities	All Others	Contract Community	All Others
5/8-3/4	600	\$1.39	\$1.39	\$18.64	\$23.07	\$20.03	\$24.46
1	1000	\$2.35	\$2.35	\$31.16	\$39.27	\$33.51	\$41.62
1½	2100	\$5.14	\$5.14	\$63.92	\$80.74	\$69.06	\$85.88
2	4000	\$9.33	\$9.33	\$123.30	\$155.19	\$132.64	\$164.52
3	9000	\$21.01	\$21.01	\$269.10	\$347.25	\$290.11	\$368.26
4	16200	\$37.82	\$37.82	\$513.32	\$625.84	\$551.14	\$663.66
6	36000	\$84.05	\$84.05	\$1,106.77	\$1,392.81	\$1,190.81	\$1,476.86
8	66000	\$154.04	\$154.04	\$2,019.98	\$2,544.19	\$2,174.01	\$2,698.22
10	102000	\$234.55	\$234.55	\$3,126.77	\$3,937.00	\$3,361.32	\$4,171.55
12	150000	\$350.11	\$350.11	\$4,602.47	\$5,794.01	\$4,952.58	\$6,144.12

For all usage in excess of allowed usage, the rate per 100 cubic feet shall be as follows:

	CAPITAL CHARGE	OM&R	TOTAL
Contract Communities	\$0.235	\$2.017	\$2.252
All Others	\$0.235	\$2.126	\$2.361





YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD  
YPSILANTI, MICHIGAN 48198-9112  
TELEPHONE: 734-484-4600  
WEBSITE: [www.ycua.org](http://www.ycua.org)

August 1, 2016

**VIA EMAIL and USPS**

Ms. Karen Lovejoy Roe, Clerk  
CHARTER TOWNSHIP of YPSILANTI  
7200 South Huron River Drive  
Ypsilanti, Michigan 48197

Re: **YCUA Water and Sewer Rate Changes**

Dear Karen:

At its regular meeting on August 24, 2016, the YCUA Board of Commissioners will consider a water rate increase of 6.2% to its Township Division customers effective October 1, 2016. Per the Ypsilanti Township ordinance authorizing the YCUA Board to increase the water rate up to the increase the Authority receives from the Great Lakes Water Authority (GLWA) for the purchase of water, no action by the Township Board is required. The GLWA increase to YCUA was 6.2% effective July 1, 2016. This is the Township notice of the increase to be approved by the YCUA Board of Commissioners.

At the same meeting, the YCUA Board will consider a recommendation to the Township Board of Trustees to increase the sewer rate by 5%. The ordinance needed to approve the increase is attached as well as supporting documentation regarding the increase. Please place this ordinance on the Township Trustees' agenda for their consideration at their Tuesday, August 16, 2016 meeting. Please also forward the supporting material attached for their use in considering the ordinance adoption request.

If you have any questions, please contact me.

Sincerely,

JEFF CASTRO, Director  
Ypsilanti Community Utilities Authority

JC/kks

Enclosures

cc w/encl.: YCUA Board of Commissioners  
Ms. Brenda Stumbo  
Ms. Lisa Garrett  
Mr. Thomas E. Daniels  
cc: Mr. Dwayne Harrigan  
Ms. Venita Terry



YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD  
YPSILANTI, MICHIGAN 48198-9112  
TELEPHONE: 734-484-4600  
WEBSITE: [www.ycua.org](http://www.ycua.org)

August 1, 2016

**VIA EMAIL and USPS**

CHARTER TOWNSHIP of YPSILANTI  
Board of Trustees  
7200 South Huron Street  
Ypsilanti, Michigan 48198

Re: **YCUA Water and Sewer Rate Changes**

Dear Trustee:

At their regular meeting on August 24, 2016, the YCUA Board of Commissioners will consider a recommendation to the Ypsilanti Township Board of Trustees for a sewer rate increase of 5% for the YCUA Township Division customers effective October 1, 2016. At the same meeting, the YCUA Board will consider a water rate increase of 6.2% to Township Division customers. Per the Township ordinance authorizing the YCUA Board to increase the water rate up to the increase the Authority receives from the Great Lakes Water Authority (GLWA) for the purchase of water, no action by the Township Board is required on the water increase. The combined effect of these rate adjustments will be a 5.6% increase in a Township Division customer's bimonthly bill. The GLWA increase of 6.2% was effective July 1, 2016.

The ordinance approving these rate adjustments is included in this correspondence for your consideration. Also included is the document summarizing the budget highlights related to the September 1, 2016 fiscal year budget, which the YCUA Board of Commissioners will also consider at their August 24, 2016 regular meeting.

If you have any questions, please contact me.

Sincerely,

JEFF CASTRO, Director  
Ypsilanti Community Utilities Authority

JC/kks

Enclosures

cc w/encl.: YCUA Board of Commissioners

Ms. Brenda L. Stumbo  
Ms. Karen Lovejoy Roe  
Ms. Lisa Garrett  
Mr. Thomas E. Daniels

cc: Mr. Dwayne Harrigan  
Ms. Venita Terry

# YCUA

## 2016-17 Budget Highlights

### Water Sales

**City Division:** The budget projects that water sales in the city will decrease 2.4% compared to 2015/2016 Budget. Adjusted to reflect lower actual flows for the last three years. This will reduce water revenues by \$100,000.

**Township Division:** The budget projects water sales in the Township to decrease by 2.2% compared to 2015/2016 Budget. Also, adjusted to reflect lower flows over the last few of years. The loss of revenue will also be approximately \$180,000.

### Sewer Sales

**City Division:** The budget projects sewer sales from within the city to decrease about 6.2% (\$218,000) compared to the 2015-2016 budget for the same reason as stated above.

**Township Division:** The budget projects sewer sales from within the Township to decrease 1.3% (\$160,000) from the 2015/2016 Budget.

**Contract Communities:** We anticipate no change.

### Operating Expense Changes

Decrease of Benefits	\$ 130,000	(Medical decrease of \$200,000, Pension \$330,000)
Purchased Water	\$ 200,000	(6.2% GLWA rate increase)
Debt/interest	\$ 300,000	

### Overall Summary

Adjustment to water sales (City)	(\$ 100,000)
Adjustment to water sales (Township)	(\$ 180,000)
Adjustment to wastewater sales (City)	(\$ 218,000)
Adjustment to wastewater sales (Township)	(\$ 160,000)
Increase from GLWA	(\$ 200,000)
Wastewater Costs	(\$ 500,000)
Debt/Interest	(\$ 300,000)
Increase in Capital Expenses	(\$ 600,000)
Benefits	\$ 130,000
Sewer increase (5.00%)	\$ 575,000
Water Increase (6.20%)	\$ 1,325,000
Operating improvements	\$ 188,000
Overall Change	(\$ 300,000)

### Township Customers- 5.64% Increase

Minimum Bill (\$56.87)	increase on bill	\$3.04/bill or \$1.52/mth
Average Bill (\$90.90)	increase on bill	\$4.88/bill or \$2.44/mth
(Comprised of 6.20% increase water/ 5.0% increase sewer/ 0% change in surcharge)		

**Other Community Rate 2016-17 Comparisons**

Canton Township 7% Increase

Ann Arbor 5.75% Increase

Northville 10.9% Increase

Livonia 8.87% Increase

Plymouth 8.5% Increase

Farmington Hills 6.3% Increase

Rochester Hills 5.7%

**YCUA Ypsilanti Township Division**

**CURRENT:**

Minimum User residential			
	6 units(4488 gallons) per 2 month billing cycle		
	water	sewer	Total
6 units	\$27.97	\$23.30	\$51.26
surcharge (5%)	\$1.40	\$1.16	\$2.56
<b>Total</b>	<b>\$29.37</b>	<b>\$24.46</b>	<b>\$53.83</b>

Average User residential			
	12 units(8,976 gallons) per 2 month billing cycle		
	water	sewer	Total
6 units	\$27.97	\$23.30	\$51.26
6 units	\$17.16	\$13.49	\$30.65
surcharge (5%)	\$2.26	\$1.84	\$4.10
<b>Total</b>	<b>\$47.38</b>	<b>\$38.63</b>	<b>\$86.01</b>

**PROPOSED:** 10/01/2016

Water rate increase	6.20%
Sewer rate increase	5.00%
Surcharge rate	5.00%

**Effect on a minimum and average township customer with a proposed 6.20% water rate increase, a sewer rate increase of 5.0%. Surcharge rate unchanged.**

Minimum User residential			
	6 units(4488 gallons) per 2 month billing cycle		
	water	sewer	Total
6 units	\$29.70	\$24.46	\$54.16
surcharge (5%)	\$1.49	\$1.22	\$2.71
<b>Total</b>	<b>\$31.19</b>	<b>\$25.68</b>	<b>\$56.87</b>
increase	\$1.82	\$1.22	\$3.04
increase/mo	\$0.91	\$0.61	\$1.52
	cumulative rate increase		5.64%

Average User residential			
	12 units(8,976 gallons) per 2 month billing cycle		
	water	sewer	Total
6 units	\$29.70	\$24.46	\$54.16
6 units	\$18.24	\$14.17	\$32.41
surcharge (5%)	\$2.40	\$1.93	\$4.33
<b>Total</b>	<b>\$50.34</b>	<b>\$40.56</b>	<b>\$90.90</b>
increase	\$2.95	\$1.93	\$4.88
increase/mo	\$1.48	\$0.96	\$2.44
	cumulative rate increase		5.64%

**PROPOSED**

**YCUA Township Division Water Rate  
Effective October 1, 2016**

rate increase 6.20%

Meter Size/Inch	Allowed Usage Cubic Feet		
5/8-3/4	600	\$29.70	\$29.70
1	1000	\$53.56	\$53.56
1 1/2	2100	\$136.24	\$136.24
2	4000	\$296.01	\$296.01
3	9000	\$611.99	\$611.99
4	16200	\$1,154.76	\$1,154.76
6	36000	\$2,409.57	\$2,409.57
8	66000	\$4,396.52	\$4,396.52
10	102000	\$6,693.83	\$6,693.83
12	150000	\$10,981.25	\$10,981.25

Bimonthly consumption rates in excess of allowed usage:

	Rate per 100 C.F.	
Next 3,000 C.F.	\$3.04	\$3.04
Over 3,000 C.F.	\$3.04	
surcharge	5.00%	

**RESOLUTION 2016-30**  
**(In Reference to Ordinance 2016-464)**

*Rental Inspection Requirement to  
Include Multi-Family Residential Units*

**Whereas**, the Township currently requires rental inspections for all single and duplex rental units; and

**Whereas**, the Township Board finds that it is in the best interests for Township residents' health, safety, and welfare to expand the rental inspection requirement to include multi-family residential units which are subject to rental agreements; and

**Whereas**, Ordinance No. 2016-464 amends Chapter 48 of the Township Code of Ordinances to require inspections for multi-family residential units which are subject to rental agreements;

**Now therefore**, be it resolved that Ordinance 2016-464 is hereby adopted by reference.

**CHARTER TOWNSHIP OF YPSILANTI  
PROPOSED ORDINANCE NO. 2016-464**

*An Ordinance to Amend Chapter 48 Article III of the  
Ypsilanti Charter Township Code of Ordinances  
Regarding Rental Property Registration and Inspection*

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

DELTE: in its entirety, Article III of Chapter 48 entitled "One and Two Unit Dwelling Rental Properties":

ADD: the following new article to Article III of Chapter 48:

Sec. 1 Definitions.

The following words and phrases shall have the following meanings respectively given to them in this article:

*Apartment dwelling:* an attached dwelling unit with party or common walls, contained in a building with other dwelling units or sharing the occupancy of a building with other than a residential use. Apartments are commonly accessed by common stair landing or walkway. Apartments are typically rented to the occupants. Apartment buildings often may have a central heating system and other central utility connections. Apartments typically do not have their own yard space. Apartments are also known as garden apartments or flats.

*Certificate of compliance:* A certificate issued by the Township's Office of Community Standards indicating that the dwelling unit identified on the certificate is in compliance with this article and other applicable state laws and township ordinances. The Certificate shall show the name and address of the property owner and the expiration date. It shall be valid until its expiration date, unless suspended by the Office of Community Standards upon a subsequent reinspection disclosing violations.

*Code:* The Township Property Maintenance Code

*Code Compliance:* the dwelling unit is in compliance with all applicable state law and township code requirements, including the Township's Property Maintenance Code.

*Department:* Ypsilanti Township Office of Community Standards

*Dwelling Unit:* a structure containing single family detached residential dwelling unit, single family attached residential dwelling unit, a multi-family residential dwelling unit, an apartment dwelling, a duplex residential dwelling unit, or a manufactured dwelling unit.

*Duplex Dwelling:* A detached building, designed exclusively for and occupied by two families living independently of each other, with separate housekeeping, cooking and bathroom facilities for each family.



*Family:*

- (a) A single individual or a number of individuals domiciled together whose relationship is of a continuing nontransient, domestic character and who are cooking and living together as a single, nonprofit housekeeping unit. This shall not include any society, club, fraternity, sorority, association, lodge, coterie, hospice, organization, or group of students or other individuals whose relationship is of transitory or seasonal nature or for anticipated limited duration of school terms or other similar determinable period.
- (b) The functional equivalent of the domestic family, that is, persons living together in a dwelling unit whose relationship is of a permanent and distinct character and is the functional equivalent of a domestic family, with a demonstrable and recognizable bond which constitutes the functional equivalent of the bonds which render the domestic family a cohesive unit. This definition shall not include any rooming house, society, club, fraternity, sorority, association, lodge, coterie organization or group whose association is temporary or seasonal in character or nature. For the purposes of the enforcement, it is presumed that a functional equivalent of a domestic family is limited to six (6) or fewer persons.

*Manufacture Dwelling Unit:* A dwelling unit which is substantially built, constructed, assembled, and finished off the premises upon which it is intended to be located.

*Multiple-family dwelling:* A building designed for and occupied by three or more families living independently, with separate housekeeping, cooking, and bathroom facilities for each. Multiple-family dwelling units may also be known as apartments.

*Owner:* A person or entity with legal or possessory interest in a dwelling unit.

*Owner's agent:* Any employee, or any person with implied consent or apparent authority, or acting under color of authority, of the owner.

*Rental Agreement:* Any agreement or lease, written or oral, which establishes or modifies the terms, conditions, rules, regulations or any other provisions concerning the use and occupancy of residential premises.

*Single-family Attached Dwelling:* A self-contained single-family dwelling unit attached to a similar single-family attached dwelling unit with party or common walls, designed as part of a series of three or more dwelling units, each with:

- (a) A separate entryway with direct access to the outdoors at ground level;
- (b) Each dwelling shall comprise of a single unit from the lowest floor to the highest floor of the structure between the common walls (i.e. units shall not be stacked on top of each other);
- (c) A separate basement, if applicable;
- (d) A separate utility connection, and;
- (e) Defined front and rear yards.

*Single-family Attached Dwelling* units may also be known as townhouses, row houses, or clustered single-family dwellings. Any three or more attached dwellings not meeting the above criteria shall be considered a multiple-family dwelling.

*Single-family Detached Dwelling*: an independent, detached residential dwelling designed for and used or held ready for use by one family only.

*Temporary Certificate of Compliance*: A certificate issued for a dwelling unit, following an inspection, which is found to be in substantial compliance with the Code and which, in the opinion of the building officials, has no life-, health-, or safety-threatening violations. Such certificate shall state any remaining violations to be corrected and the date it expires. A reasonable extension may be granted at the discretion of the department. Failure by the owner to correct the violations within the specified time shall constitute a violation of this article.

*Tenant*: The person entitled under a rental agreement to the use and occupancy of a dwelling unit.

## Sec. 2 - Registry of owners and premises.

- (a) All persons owning dwelling units which are subject to rental agreements shall register the dwelling unit with the Department. Owners of new dwelling units which are subject to rental agreements shall register prior to the date of issuance of the first certificate of occupancy. The registration shall include: 1) the owner's name, 2) business address, 3) email address, 4) date of birth, 5) telephone number and 6) the address of the dwelling unit within the township owned by such persons which are rented in whole or in part, including the number and type of each unit in the structure.
- (b) If the dwelling unit is managed or operated by an agent, the owner shall supply the agent's name, business address, email address and telephone number and the name of that person's representative, and a statement that the agent is authorized to receive notices and process under this Article.
- (c) If the owner is a corporation, the names, addresses and telephone numbers of its officers shall be listed as shall the name, address and telephone number of the registered agent along with the state registration number. If the corporation is controlled in whole or in part by another corporation, the same information shall be provided for the other corporation.
- (d) Any change in the name or address of the owner or the owner's agent, or in the number of units, or in any other information required in this section shall be reported to the Department within 15 days.
- (e) Owners of single and duplex dwelling units who permit persons to occupy single and duplex dwelling units are exempt from the provisions of this Article provided:

- (1) No compensation is received by the owners for the use and occupancy of the premises by non-owners.
- (2) The owner pays the property taxes and homeowners insurance for the premises used and occupied by non-owners.
- (3) The owner signs an affidavit attesting under oath that:
  - a. No compensation is received for the use and occupancy of the single or duplex dwelling unit;
  - b. The property taxes and insurance are paid by the property owner;
  - c. The exemption automatically terminates when the owner receives compensation for the use and occupancy of the premises or the property taxes and/or homeowners insurance are paid by a non-owner.

Sec. 3. - Certificate of compliance required.

- (a) The Department shall provide for the systematic inspection of all dwelling units which are subject to rental agreements in the township for the purposes of determining whether the dwelling units are in compliance with the Code and this chapter. Those dwelling units that are in compliance shall be issued a certificate of compliance.
- (b) An owner shall provide the Department with a certificate of insurance, issued by an insurance company that certifies that the dwelling unit is insured against structural loss or damage, including, but not limited to, fire damage. The certificate of insurance shall state the name of each person named on the policy and its expiration date. The certificate of insurance shall be in force at the time a certificate of compliance is issued or at the time a renewed certificate of compliance is issued.
- (c) The Department shall schedule initial inspections, at its discretion, of dwelling units which are subject to rental agreements to determine if the units qualify for a certificate of compliance. The owner of the property shall receive not less than 30 days' prior notice of the Department's intent to inspect the property. The owner shall provide to the tenant a minimum of 72 hours' written notice of the Department's intent to inspect the property. After the initial phase-in period, all rental dwelling units which are subject to rental agreements shall be required to be inspected at not less than 24-month intervals nor more than four year intervals.
- (d) The Department shall inspect a dwelling unit when it receives a complaint from a tenant that the dwelling unit is being maintained in violation of Michigan's housing law. MCL 125.401 et seq. or the Township's Property Maintenance Code §48.26 et seq.
- (e) No person, either the owner or the owner's agent, shall rent or lease a dwelling unit after the initial inspection, to any tenant, unless that owner or agent has first obtained a valid certificate of compliance from the Department covering the dwelling unit. For new construction the original certificate of occupancy shall serve as the certificate of compliance for a period of 24 months.

(f) The Department shall advise the landlord and tenant that either has the right to refuse entry for purposes of inspection unless a search warrant is first obtained. If entry is refused, the Department shall apply to the appropriate judicial officer for a search warrant and shall not inspect until a valid search warrant is obtained. Inspections shall be limited to only the areas necessary to ascertain compliance with the Code and state law.

(g) An owner or owner's agent who is provided, during an inspection of a dwelling unit, with written notice of a code violation or violations, shall correct the code violations within the period specified in the notice of violations.

#### Sec. 4 – Fees

Reasonable fees for registration, inspections and re-inspections of a dwelling unit under this Article shall be established by resolution adopted by the Township Board and shall be placed on file and made available to the public by the Township Clerk's Office.

#### Sec. 5. - Issuance of certificate of compliance.

(a) A certificate of compliance shall not be issued until all required inspection and reinspection fees have been paid in full.

(b) A certificate of compliance shall be issued on the condition that the premises remain in compliance with the Code. If upon valid complaint the Department determines that violations exist, the full certificate may be suspended as to the affected areas, and the areas may be ordered vacated until the dwelling unit is brought into compliance.

#### Sec. 6 - Right to examine certificate of compliance, registry of certificate holders.

(a) The owners or the owner's agent shall provide a copy of a valid certificate of compliance to the tenant or prospective tenant at the tenant's request.

(b) The Department shall maintain a registry of all units that have obtained valid certificates. Such registry shall be available for public inspection.

#### Sec. 7 - Expiration of certificate of compliance.

Certificates of compliance shall be valid until the expiration date on the Certificate of Compliance unless suspended by the Department. The date of issuance and expiration shall be recorded on the certificate. It is the duty of the owner of the dwelling unit to arrange for the inspection necessary for the renewal of the certificate at least 30 days prior to its expiration.

Sec. 8 - Transfer of certificate of compliance.

Certificates of compliance shall be transferable when the ownership of a dwelling unit changes provided that a valid certificate of compliance is in effect for each dwelling unit the owner intends to rent or lease. It shall be the duty of the new owner to register with the Department consistent with section 2.

Sec. 9 - Scope of inspection authority.

Nothing in this article shall be construed to restrict the lawful authority of the Department to inspect any dwelling units in the township more frequently than such periodic inspection as outlined in this article.

Sec. 10 – Penalties; municipal civil infraction.

A violation of this article shall be a municipal civil infraction subject to prosecution and penalty under Section 42.21(3) of the Michigan Compiled Laws. The requirements of this article are in addition to, and not in lieu of any other rights and remedies provided by law. Violation of this article shall be a municipal civil infraction and for the first offense subject to a maximum \$250.00 fine and any of the penalties authorized un Section 600.8727 of the Michigan Compiled Laws and/or Section 600.8302 of the Michigan Compiled Laws. Second or subsequent offenses shall be subject to a maximum fine of \$500.00 and any of the penalties authorized under Section 600.8727 of the Michigan Compiled Laws and/or Section 600.8302 of the Michigan Compiled Laws. Each day that a violation continues shall be considered a separate offense.

Sec. 11 - Severability

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

Sec. 12 - Publication

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

Sec. 13 - Effective date

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

**RESOLUTION 2016-31**  
(In Reference to Ordinance 2016-465)

***Adopting the 2015 International Property Maintenance Code***

***Whereas***, the ***International Property Maintenance Code 2015*** establishes minimum regulations governing conditions and maintenance of property, buildings and structures; provides standards which are designed to ensure that structures are safe, sanitary and fit for occupation and use; provides standards for condemnation of buildings and structures unfit for human occupancy and use; and

***Whereas***, the ***International Property Maintenance Code 2015*** is fully compatible with the ***Stille-DeRossett-Hale Single State Construction Code Act of 1972, Act 230 of Public Acts of 1972 as amended***, and the ***International Fire Code***; and

***Whereas***, the Township Board of Trustees recognizes the need for a modern, up-to-date property maintenance code governing the maintenance of existing buildings.

***Now Therefore***,

***Be it resolved***, that Ordinance No. 2016-465 is hereby adopted by reference.

**PROPOSED ORDINANCE NO. 2016-465**

*An Ordinance to Amend the Code of Ordinances,  
Chapter 48 entitled Property Maintenance  
Adopting the 2015 International Property Maintenance Code*

The Charter Township of Ypsilanti **Ordains** that the Code of Ordinances Charter Township of Ypsilanti, Chapter 48 entitled **Property Maintenance** is amended as follows:

**DELETE:** Sections 48-27 entitled **Adoption** and 48-28 entitled **Additions, Insertions and Changes** in their entirety.

**ADD:** the following new provisions:

**Section A.** That a certain document, copies of which are on file in the office of the Ypsilanti Township Clerk, being marked and designated as the **International Property Maintenance Code**, 2015 edition, as published by the International Code Council, Inc., be and is hereby adopted as the **Property Maintenance Code** of the Charter Township of Ypsilanti, in the State of Michigan for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said **Property Maintenance Code** are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes prescribed in Section B of this ordinance.

**Section B.** The following sections are hereby revised:

**Section 101.1.** Insert: Charter Township of Ypsilanti

**Section 103.5.** Insert: As established by the Township Board, by Resolution, from time to time.

**Section 112.4.** Failure to comply is deleted in its entirety and replaced with the following new section:

**Section 112.4.** Failure to Comply. Any person, firm, or corporation who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be responsible for a municipal civil infraction, as provided in Chapter 40, Article II, of this Code, and shall be subject to a fine as follows:

- (i) the maximum fine for any first violation shall be \$250.00;
- (ii) the maximum fine for any violation which the violator has, within the past two years, been found in violation of once before, shall be \$400.00;
- (iii) the maximum fine for any violation which the violator has, within the past two years, been found in violation of twice before, shall be \$500.00.

Lien upon real estate. The violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Each day a separate municipal civil infraction. A separate municipal civil infraction shall be deemed committed upon each day during or when a violation occurs or continues.

**302.4** Insert: 7 inches

Add the following new subsection as follows:

**Section 304.13.3 Boarded windows** The owner of a structure may, for a maximum of 30 days, board up a window when the window glass is broken, cracked or missing. After 30 days has expired, the window glass must be replaced with glass or other similar material and the board up material removed.

**Section 304.14.** Insert the following dates: April 1 to November 1.

Add new section as follows:

**Section 304.15.1 Boarded doors.** The owner of a structure may, for a maximum of 30 days, board up a door when the door is broken or otherwise rendered inoperable. After 30 days has expired, a replacement door must be installed, and the board up material removed.

Add new section as follows:



**Section 304.18.4 Common access** In multiple dwellings which are offered for rent or lease and where access to individual dwelling or rooming units is provided by means of common hallways and exterior doors, such exterior doors and any windows shall be equipped as follows:

1. All doors shall be self-closing and self-latching and shall not be equipped with any type of hold-open device.
2. All doors shall be equipped with a lock requiring a key or code for entry from the exterior. The lock shall operate without any key, code, tool or other special knowledge or effort from the interior and be of a type that remains locked from the exterior at all times. Electric releases are permitted, and if so equipped, said releases shall be operable at all times. Strike plates shall have protective guards on the exterior side to prevent the lock from being pried open.
3. Common tenant areas such as laundry rooms, storage areas, etc., which are accessed from a common hallway shall have entry doors meeting the requirements of this section.

**Section 602.3.** Insert: January 1 to December 31.

**Section 602.4.** Insert: January 1 to December 31.

Add the following new section as follows:

**603.7 HVAC Certification Requirement.** All gas fired heating equipment shall be serviced and inspected by a licensed mechanical contractor. The mechanical contractor shall provide certification of inspection minimally every 4 years. The certification shall be on a form approved by the Building Official. Inspectors may require cleaning and service more frequently based on observations made during the inspections.

**603.8 Carbon Monoxide Alarms** A carbon monoxide alarm shall be provided outside of each sleeping area in the immediate vicinity of bedrooms in dwelling units where either or both of the following conditions exist:

1. The dwelling unit contains a fuel-fired appliance.
2. The dwelling unit has an attached garage with an opening that communicates with the dwelling unit.

Combination carbon monoxide and smoke alarms shall be permitted to be used in lieu of carbon monoxide alarms.

**Section 605.2 Receptacles** is deleted in its entirety and replaced with the following new section:

**605.2 Receptacles** Every *habitable space* in a dwelling shall contain an adequate number of receptacle outlets to meet demand.

Add the following new section as follows:

**702.4.1 Finished Basements emergency escape and rescue window.** If

a home constructed since 7/31/01 is found to have a finished basement, an emergency escape and rescue window shall be required. Homes constructed prior to 7/31/01 may have finished basements without an emergency escape and rescue window provided there are no sleeping areas in the basement, and the work was completed prior to 7/31/01. All sleeping areas in a basement shall be provided with an egress window.

Add the following new section as follows:

**705 Fire Extinguishers**

**705.1 Where required.** Portable fire extinguishers shall be installed as follows:

1. All dwelling units, which are offered for rent or lease, shall be equipped with a fire extinguisher with a minimum rating of 5ABC and meeting the requirements of the International Fire Code.
2. All common tenant areas in the structure in which said units are located containing laundry equipment for tenant use shall be equipped with a fire extinguisher with a minimum rating of 10ABC and meeting the requirements of the International Fire Code.

**705.2 Location.** All extinguishers shall be permanently mounted in conspicuous locations where they will be readily accessible and immediately available for use.

**Section C. Severability**

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

**Section D. 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.

**CHARTER TOWNSHIP  
OF YPSILANTI  
RESOLUTION NO. 2016-32**

RESOLUTION REGARDING  
TEMPORARY ROAD  
CLOSURE

Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard on Saturday, October 8, 2016 from 8:30 a.m. to 11:00 a.m. for the Run Scream Run 5K, 10K and Kid Mile to benefit the March of Dimes of Southeastern Michigan.

**WHEREAS**, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of Ypsilanti Township roads as indicated above; and

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

**NOW THEREFORE, BE IT RESOLVED** that the Township of Ypsilanti Board of Trustees designates and agrees that Randal Step, owner R.F. Events be the authorized official designee in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

**Zimbra****lgarrett@ytown.org**

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**Run Scream Run - Road Crossing Application**

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**From :** Mandy Hetfield  
<mandy@rfevents.com>

Mon, Jul 18, 2016 10:40 AM

 1 attachment**Subject :** Run Scream Run - Road  
Crossing Application**To :** 'Lisa Garrett'  
<lgarrett@ytown.org>**Cc :** dawn@rfevents.comExternal images are not displayed. [Display images below](#)

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Hi Lisa –

We are looking forward to another great event!

We are looking to get put on the list for Board approval for the August meeting.

This is our 6th year doing this event and everything has always worked out great!

We will be submitting our permit application to Wash Co soon and they will need Ytown board approval.

**Event: Run, Scream, Run****Date: Saturday, October 8, 2016****Start/Finish & parking: Wiard's Orchard**

**Distances: 5k/10k, Kid's Mile (1 Mile will cross into Rolling Hills)**

**Expected # of participants: 2,000**

**Map: Attached, the only road we go on is Merritt and this is only to cross from Wiard's Orchard to Rolling Hills.**

**Time Frame: 5k/10k will start together at 8:30am first runners can be expected in Rolling Hills shortly after that. All races should be finished and packed up by 11:00am**

**The race once again benefits March of Dimes of SE Mich.**

**There will be course marshals at the road crossing to ask traffic to hold until runners cross.**

**There will also be "Runners on Road" crossing signs to warn vehicles before they get to the runners.**

**Randal Step, owner of R.F. Events, as the official designee for this event**

Please let me know what other information you need. Thank you for turning this around to WCRC for this event.

Thank you!

Mandy

Mandy Hetfield  
RF Events  
5700 Jackson Rd  
Ann Arbor, MI 48103

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Charter Township of Ypsilanti

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 **2015map.pdf**  
168 KB

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START / FINISH



Ward's Orchard

REGISTRATION

PARKING

STORE

Pedestrian Entrance

Rolling Hills County Park

MERRITT ROAD

FUTURE PARK DEVELOPMENT

MUNGER ROAD

500 feet

NO ENTRANCE

AID

Water Park (see detail map)

Family Pavilions

Entrance

Prairie Pavilion

Family Pavilions

Gatehou

Disc Golf Course

Sunshine Pavilion

Woodlands Pavilion

SASSAFRASWOODS

"The Lodge" Park Headquarters

Shedding Hill

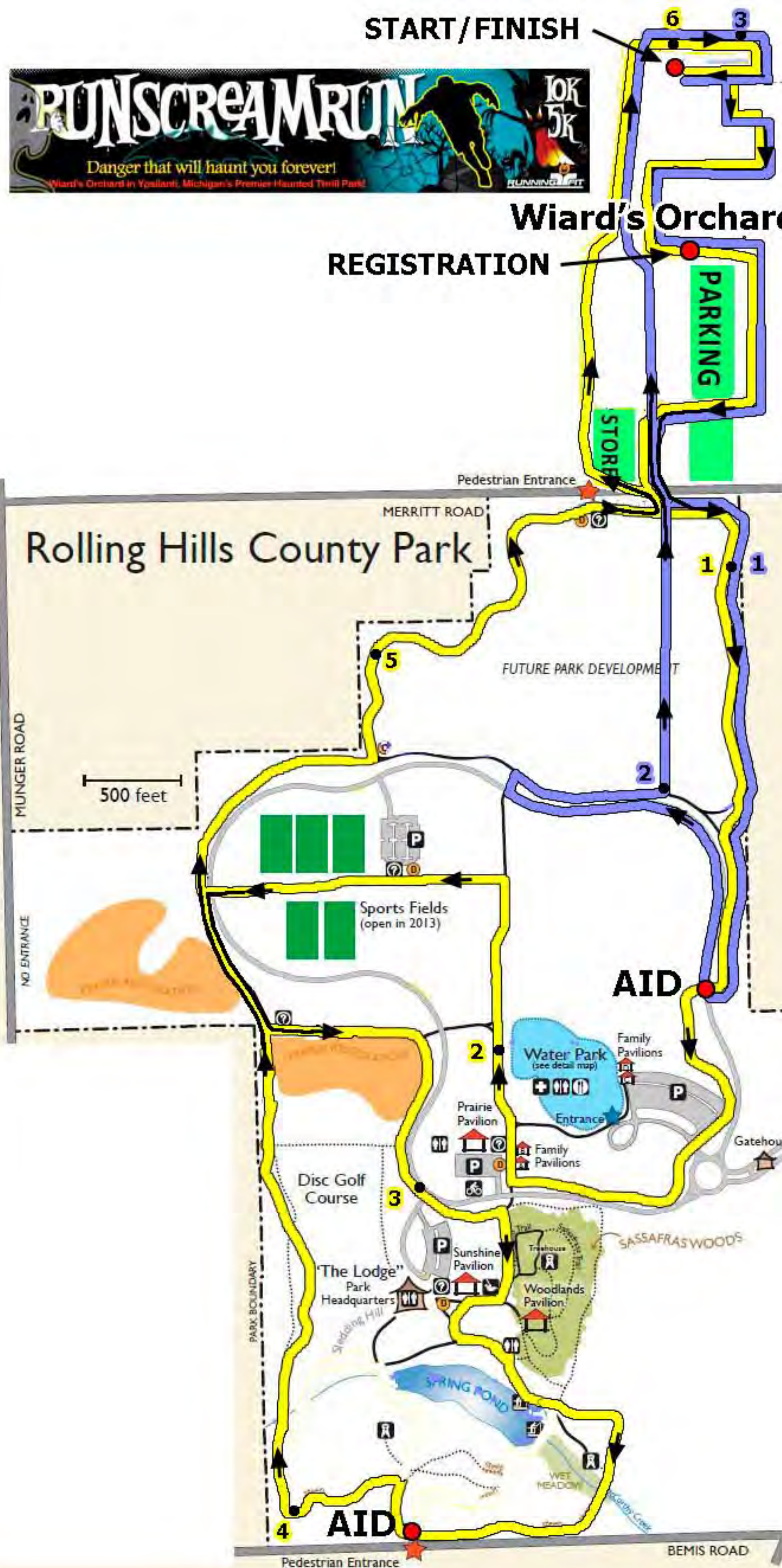
SPRING POND

WET MEADOW

AID

Pedestrian Entrance

BEMIS ROAD



# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

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

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# MEMORANDUM

To: Karen Lovejoy Roe, Clerk

From: Mike Radzik, OCS Director

Date: August 8, 2016

**Subject: Request Authorization to Approve New Auto Storage/Dismantling Business License for AAA Parts, LLC Located at 2280 E. Michigan Avenue**

AAA Parts, LLC has applied for a new Automotive Storage/Dismantling business license to purchase, store, dismantle automotive vehicles and sell used automotive components parts. The property was previously owned by KEB, Inc. and has been continuously licensed and operated as an automotive salvage yard for many years. The property currently meets zoning requirement for this activity as previously determined when first licensed by its former owner.

AAA Parts, LLC has purchased the property and all of the corporate assets of KEB, Inc. The ownership transition occurred during the life of an active 2015-2016 township license issued to the former owner. The new owner was allowed to operate under the old company's license asset and the new owner now seeks a new license to be issued to the new company.

I have confirmed with the Michigan Secretary of State that AAA Parts, LLC has an active Automotive Dealer's License (B206620) at 2280 E. Michigan Avenue and is approved to operate as a Used Automobile Dealer (Class B) and as a seller of components parts (Class C). They are properly licensed to conduct their stated business activity.

The property passed code inspection on August 3, 2016. The application fee and related inspection fees and taxes have been paid in full.

Please place this request on the August 16, 2016 Board Meeting agenda for consideration by the Board of Trustees. The application and supporting documentation are enclosed.



# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

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

### AUTOMOTIVE SALVAGE/SCRAP YARD BUSINESS LICENSE APPLICATION

Name of Applicant/Owner: Billy Salamey  
Mailing Address: 4356 Hickory Ridge Ct Plymouth 48170  
Phone #: <sup>734-</sup>476-3330 Fax #: \_\_\_\_\_ Email Address: billy@budget  
Stadium.com

Name of Business: AAA Parts LLC  
Business Contact: Billy Salamey  
Site Location: 2280 E. MICHIGAN AVE  
Contact #: <sup>734-</sup>484-0508 Fax #: 734-484-1100

#### Type of License Requested

Auto Storage Only:  Auto Storage & Dismantling:  Processing & Storage:

Days and Hours of Operation: 9-5 M-F 10-3 Saturday  
Size of Yard: 4 acres # of Vehicles on site: 300 # of Employees: 3

Signature of Applicant

Date

Planning Department Approval

Date

Date License Approved by Township Board: \_\_\_\_\_

Date Renewal of License Approved by Township Board: \_\_\_\_\_

New License - \$ 125:  Renewal - \$125: \_\_\_\_\_ Annual Inspection - \$50 (per inspection):



STATE OF MICHIGAN  
DEPARTMENT OF TREASURY

AAA PARTS LLC  
2280 E MICHIGAN AVE  
YPSILANTI, MI 48198-6013

Sales Tax  
License

ACCOUNT NUMBER  
81-2818415

EXPIRATION DATE  
Dec 31, 2016

500000	4540	31	3B	00001		12		
Tax Codes	Type	Co-City	K	Loc.	Seas. Months	Fiscal	F	

Issued under authority of P.A. 187 of 1933, as amended.

MICHIGAN DEPARTMENT OF STATE

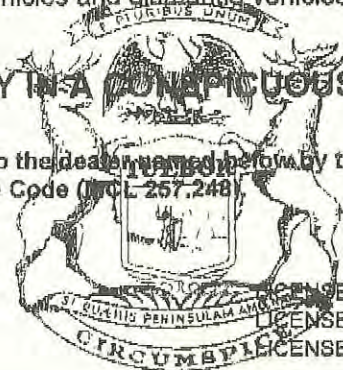
VEHICLE DEALER LICENSE

Class B C

To buy and sell used vehicles and dismantle vehicles to sell component parts

DISPLAY IN A PROMINENT PLACE

This vehicle dealer license is issued to the dealer named below by the Secretary of State under the authority of Section 243 of the Michigan Vehicle Code (MCL 257.243)



AAA PARTS LLC  
2280 E MICHIGAN AVE  
YPSILANTI, MI 48198

LICENSE NUMBER: B206620  
LICENSE ISSUED: 07/29/2016  
LICENSE EXPIRES: 12/31/2016

# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

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

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To: Karen Lovejoy Roe, Clerk  
From: Mike Radzik, OCS Director  
Re: **Request to authorize legal action to abate public nuisances at 1024 W. Michigan, 792 N. Ford Blvd., 5935 S. Ivanhoe, 2850 Appleridge, 544 Oaklawn, 1725 Beverly, 835 Ecorse and 2349 Washtenaw in the amount of \$40,000 budgeted in 101-950.000-801.023**  
Date: August 9, 2016

The Office of Community Standards has conducted investigations of seven (7) properties and seeks authorization to proceed with legal action (only if necessary) in Washtenaw County Circuit Court to abate the public nuisances that exist at:

### **1024 W. Michigan Ave**

This rental property was once a single family home that was subdivided into four separate apartment units by former owner Anna Jackson. On July 28, 2016, OCS staff was contacted by the Fair Housing Center of Southeast and Central Michigan requesting our assistance on behalf of their client who lives at the property. It was alleged that the house had raw sewage on the ground floor, there was no hot water available, and water utility service had recently been terminated. OCS immediately responded and found several inches of raw sewage in the ground floor unit, extensive mold infestation, and no water service. It appears that DTE and MichCon had also terminated power to a furnace due to risk of asphyxiation or explosion from a cracked heat exchanger. OCS petitioned for emergency legal authorization, which was granted. Our attorneys obtained an emergency restraining order to vacate the property due to imminent health and safety risks. The property is currently owned by Fifth Third Bank after a mortgage foreclosure that was complicated by bankruptcy proceedings by the former owner.



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

## CHARTER TOWNSHIP OF YPSILANTI

### **792 N. Ford**

This single family house has been left vacant and neglected for a long time. It is in an advanced stage of deterioration with interior fire load violations, exterior blight, and abandoned vehicles that have been the subject of ongoing weekly complaints from neighbors. Efforts to gain voluntary compliance from its owner, William Fultz Jr, have failed and legal action is requested to abate the nuisance.



### **5935 S. Ivanhoe**

This single family house is currently owned by Wilmington Savings Fund Society after the mortgage was foreclosed upon by Citi Mortgage, Inc. The former owners left the home in serious disrepair with extensive blight and code violations. The bank has failed to respond to a request to provide a reasonable time line for abatement of the existing nuisance conditions.



## CHARTER TOWNSHIP OF YPSILANTI

### **2850 Appleridge**

This single family home is owned by the Estate of Emma Robertson, who is believed to have died in 2014. The home was damaged by a fire in the kitchen area in the spring of 2014, and it appears the fire damage was never repaired due to Ms. Robertson's death a short time later. Since it has remained vacant for about two years, the property has further deteriorated and it may, or may not, be economically feasible to renovate it. Since no known heirs have taken responsibility to abate this public nuisance, OCS is requesting authorization for legal action in an effort to resolve this neighborhood blight.



### **544 Oaklawn**

This single family house was purchased in 2005 by its next door neighbor, Jerry Baker, on a land contract with Rex Dulin of Fullerton, California. The home was inspected with an administrative search warrant in April, 2016 and OCS staff found the interior to have dangerous structural issues. Our staff were literally bouncing on weak interior floor structures which caused the interior walls and ceilings to flex inward. In addition, the exterior structure is badly deteriorated and there is blight and abandoned vehicles on the property. The property owner has failed to respond to requests to abate this public nuisance.



## CHARTER TOWNSHIP OF YPSILANTI

### 1725 Beverly

OCS was notified two months ago that water service to this single family house had been terminated. During initial visits the house was believed to be vacant as its elderly owner, Roy Parmalee, was reportedly living elsewhere. During a follow-up inspection on July 25, 2016, OCS staff encountered a subject living inside the house with no utility service. An electrical extension cord was observed connected to the house next door and running through an open window into the house to power a refrigerator. Efforts to gain voluntarily cooperation from the occupant have failed, and the house remains occupied with no utilities. There are also exterior blight conditions and the interior of the structure has not been inspected.



### 835 Ecorse

This commercial property is owned by Michael Sinta of Bloomfield Hills, MI and currently occupied by a business known as Abcat Auto, Inc. whose resident agent is Michael Sinta in Taylor, MI. The business has been the site of numerous complaints from neighbors about customer vehicles, some inoperable, parked on the public streets and an adjacent residential property. It appears the business is operating in violation of zoning regulations and site plan approval. Previous attempts to gain voluntary compliance have proven to be ineffective.



## CHARTER TOWNSHIP OF YPSILANTI

### **2349 Washtenaw**

This single family house has been alternately used for residential and commercial purposes for many years and is located in a B3 commercial zoning district. It is situated in a prominent location along a commercial corridor on Washtenaw Rd between Hewitt and Golfside roads. The property is owned by Allan Segar using a postal box address in Ann Arbor. Over the course of many years the property has been the subject of numerous complaints about vegetation and environmental blight, as well as outdoor storage of large numbers of items. There is a long history of code enforcement and legal action dating back almost 20 years. Due to prolonged and unsuccessful efforts to achieve long term code compliance, OCS staff is requesting authorization to engage in legal action.





Jim Murray  
President  
AT&T Michigan  
221 N. Washington Square  
Lansing, MI 49833  
Office: (517) 334-3400  
Fax: (517) 334-3429

July 29, 2016

**Via UPS Overnight Delivery**

Karen Lovejoy Roe  
Clerk of the Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, Michigan 48197

Re: Renewed Video Service Local Franchise Agreement for AT&T Michigan

Dear Ms. Roe:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, Michigan Bell Telephone Co. doing business as AT&T Michigan ("AT&T"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Renewed Agreement") by and between the Charter Township of Ypsilanti, a Michigan municipal corporation (the "Franchising Entity") and AT&T (the "Provider"). The enclosed Renewed Agreement will have the effect of continuing in place the current terms and conditions in the Uniform Video Service Local Franchise Agreement between AT&T and Charter Township of Ypsilanti dated May 15, 2007 ("Initial Agreement").

The enclosed filing includes the standard form agreement approved by and required for use by the Commission, and it has been completed in accordance with the Commission's Instructions issued in the Order. The Commission's Order and Instructions may be found at the following Commission web link: [http://www.cis.state.mi.us/mpsc/orders/comm/2007/u-15169\\_01-30-2007.pdf](http://www.cis.state.mi.us/mpsc/orders/comm/2007/u-15169_01-30-2007.pdf) In the Initial Agreement AT&T pays a video service provider fee of 5% and a PEG Fee of 0%. The same fees are included in the Renewed Agreement.

Attachment I to the Renewed Agreement contains Confidential Information. Pursuant to Section 11 of Act 480, Section "XIII. Confidentiality" of the Renewed Agreement, and page 1 of the Instructions for Uniform Video Service Agreement issued in the Order, AT&T has deemed the "Video Service Area Footprint" as Confidential Information. The Confidential Information for Attachment I has been set forth in Confidential Attachment A, and has been placed in a separate, sealed envelope and clearly identified by the label of the envelope as follows:

(AT&T Michigan "CONFIDENTIAL INFORMATION").

Pursuant to Section XIII of the Renewed Agreement, Section 11 of Act 480, and the Commission's Instructions, the Charter Township of Ypsilanti as the Franchising Entity receiving the information so



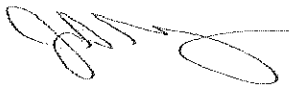
Ms. Karen Lovejoy Roe  
July 29, 2016  
Page 2

designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a Freedom of Information Act ("FOIA") request made under MCL 15.231 to 15.246, and (c) make the information available only to and for use only by such local officials as are necessary to approve the Agreement or perform any other task for which the information is submitted.

The Charter Township of Ypsilanti has 15 business days beginning on August 1, 2016 within which to notify AT&T if the Renewed Agreement is complete. If the Charter Township of Ypsilanti does not notify AT&T regarding the completeness of the Renewed Agreement within this 15 business day period, pursuant to Section 3(3) of Act 480, the Renewed Agreement shall be deemed complete. Any notice by the Charter Township of Ypsilanti regarding the completeness of the Renewed Agreement must comply with Section 3(2) of Act 480 and must be sent by facsimile to each of the representatives of AT&T identified in Section "XV. Notices" of the enclosed Renewed Agreement.

AT&T has a proud history and tradition of providing service in the Charter Township of Ypsilanti and we look forward to continuing to provide video service.

If there are any questions concerning the enclosed filing, please contact Yvette Collins, Director, External Affairs at 313-496-8162.



Jim Murray  
President  
AT&T Michigan

Attachments

cc: Brian Norman, AT&T External Affairs Manager

## UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.* (the "Act") by and between the Charter Township of Ypsilanti, a Michigan municipal corporation (the "Franchising Entity"), and Michigan Bell Telephone Company, a Michigan corporation doing business as AT&T Michigan.

### I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

## II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
  - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

## III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
  - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
  - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
  - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
  - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
  - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
  - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
  - viii. Sales of capital assets or surplus equipment.
  - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
  - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## **VII. Public, Education, and Government (PEG) Channels**

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

#### VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
  - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount \_\_\_\_\_) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
  - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 0 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
  - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is \_\_\_\_\_ % of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
  - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

#### IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

## **X. Termination and Modification**

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XI. Transferability**

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

## **XII. Change of Information**

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XIII. Confidentiality**

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:  
    "[insert PROVIDER'S NAME]  
    [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

## **XIV. Complaints/Customer Service**

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

**XV. Notices**

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

*If to the Franchising Entity:*  
(must provide street address)

*If to the Provider:*  
(must provide street address)

**Charter Township of Ypsilanti:**

7200 S. Huron River Drive

Ypsilanti, Michigan 48197

Attn: Township Clerk

Fax No.: 734.484.5156

444 Michigan Avenue

Room 1670

Detroit, Michigan 48226

Attn: Yvette Collins, Director – External Affairs

Fax No.: 313.496.9332

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

**XVI. Miscellaneous**

- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.**
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.**

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.


**Charter Township of Ypsilanti, a Michigan Municipal Corporation**

By

Print Name
Title
Address
City, State, Zip
Phone
Fax
Email

**Michigan Bell Telephone Company, a Michigan Corporation, doing business as AT&T Michigan**

By



Print Name	Jim Murray
Title	President
Address	221 North Washington Square
City, State, Zip	Lansing, Michigan 49833
Phone	517.334.3400
Fax	517.334.3429
Email	m42325@att.com

**FRANCHISE AGREEMENT**  
*(Franchising Entity to Complete)*

Date submitted:

Date completed and approved:



## ATTACHMENT 1

**UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT  
(Pursuant To 2006 Public Act 480)  
(Form must be typed)**

Date: July 29, 2016		
Applicant's Name: Michigan Bell Telephone Company d/b/a AT&T Michigan		
Address 1: 444 Michigan Avenue		
Address 2: Room 1670		Phone: 313.496.8162
City: Detroit	State: Michigan	Zip: 48226
Federal I.D. No. (FEIN): 38-0823930		

**Company executive officers:**

Name(s): Jim Murray
Title(s): President

**Person(s) authorized to represent the company before the Franchising Entity and the Commission:**

Name: Yvette Collins or her designee(s)		
Title: Director - External Affairs		
Address: 444 Michigan Avenue, Room 1670, Detroit, Michigan 48226		
Phone: 313.496.8162	Fax: 313.496.9332	Email: m42325@att.com

**Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)**

Michigan Bell Telephone Company d/b/a AT&T Michigan  
CONFIDENTIAL INFORMATION

SEE ATTACHED CONFIDENTIAL MAP LABELED AS ATTACHMENT A

The Video Service Area Footprint is set forth in a map, attached as Confidential Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of AT&T wire centers or exchanges serving the Charter Township of Ypsilanti, and such boundaries are overlaid onto a map with the municipal boundaries of the Charter Township of Ypsilanti.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

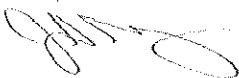
[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

For All Applications:

**Verification  
(Provider)**

I, Jim Murray, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Jim Murray, President	
Signature: 	Date: July 29, 2016

**(Franchising Entity)**

Charter Township of Ypsilanti, a Michigan municipal corporation

By

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

## WASHTENAW COMMUNITY COLLEGE & YPSILANTI TOWNSHIP COMMUNITY CENTER AGREEMENT FOR EXTENSION CENTER OFFERINGS

This agreement is made by and between **Washtenaw Community College**, hereinafter called the **College** and the Charter Township of Ypsilanti Community Center, Ypsilanti, Michigan hereinafter called the **Center**.

The College and the Center desire to be partners in providing college programs to the residents of the College service area, in particular, Ypsilanti Township, thereby giving added dimension to the programs and services already available to the people of the community, with input from the Center staff and other community leaders. The Center desire to make this program available to the people of the College service and Ypsilanti Township area by providing facilities and support for said college programs; therefore, it is deemed advisable to establish certain rules, regulations, and financial determinations so that the respective roles of the College and the Center can be delineated for the accomplishment of these purpose.

Therefore, be it mutually agreed in considerations of the promises to each other as follows:

### The College agrees:

- To provide all instructional personnel and direct administrative services necessary for conducting quality educational programs.
- To provide classroom and technical equipment necessary to conduct classes.
- To promote enrollment for the college courses by providing appropriate publicity through local media.
- To schedule college courses at those times, days and evenings, in compliance to a mutually agreed upon calendar. A calendar of course dates and times must be arranged through the Center's Director prior to the start of each new class session.
- To make adequate prior arrangements and communications for course time and date changes due to unforeseen circumstances.
- To follow reasonable practices relating to the proper use and care of the Center properties and facilities.
- To conclude all classes no later than 8:00 p.m.
- To adhere to the current applicable Center's Rules and Regulations as stated in the following:
  - Smoking, the use of any alcoholic beverage and/or drug, other than those expressly prescribed by a physician for medical purposes, is prohibited.
  - The use of open flames, such as lighted candles, are strictly prohibited.
  - Any form of gambling or game of chance, unless expressly permitted by law and subject to the approval and issuance of special permits is prohibited on the premises.
  - A Building Attendant and/or Custodian will be on duty during all hours of building operation and groups must guarantee responsiveness to the

directives of all department staff. Accidents and damage, no matter how trivial must be reported to Department staff immediately.

- Property of the Community Center shall not be removed from the facility at any time.
- Groups shall not use, remove or disturb any supplies, bulletin boards or any other items in the Community Center. Some items may be moved or placed out of sight with advanced Department approval and must be returned to the original location at completion of use.
- Groups shall be restricted to the room(s) assigned, except for use of restrooms and common areas. Use of facilities outside the building is restricted to the parking facilities unless granted prior Department approval.
- Placement of posters, banners, decorations, etc. may be permitted upon prior Department approval.
- The Community Center is not responsible for equipment or supplies brought in by groups, but will work collaboratively with the College to ensure safety and security of the rented space.
- The Charter Township of Ypsilanti assumes no responsibility, financial or otherwise, for accidents or injuries sustained by individual or groups of individuals while using the facilities.
- The Charter Township of Ypsilanti assumes no responsibility for damage or theft of personal items.
- The Township & organization using township buildings shall refrain from using Styrofoam products for use in Township Building (Charter Township of Ypsilanti Resolution 89-16)

The Center agrees:

- To provide a suitable classroom (Room 103) for each class scheduled by the College at the Center based on a mutually agreed upon calendar.
- To allow persons to register for the college courses in accordance with the College's open door policy.
- To collaborate on the recruitment of students through the Center publications.
- To provide an on-site supervisor for the purposes of opening the buildings and classrooms where College classes are conducted.
- To provide custodial and maintenance services for the facilities and grounds used by the College programs.
- To provide secure storage for College equipment.
- To make classrooms physically accessible to the students and to see that the classrooms are kept open for College classes in a timely manner.
- To provide security and safety arrangements for college faculty and students similar to those provided to the employees and participants of the Center.
- On certain school days, the Center may be closed due to inclement weather. On these days, College classes may not meet.

General Provisions:

- The School and the College agree to be bound by the provisions of this contractual agreement for the period September 12, 2016 through June 30, 2017 for the total sum of \$14,000.00.
- For the duration of this contract, this agreement covers use of the permanent space (Room 103) for College classes; orientation, entry assessment, advising, counseling sessions, and staff professional development from 9:00am-8:00pm, Monday-Thursday based upon the mutually agreed calendar.
- It shall be the individual responsibility of each of the parties to carry and maintain its own insurance of public liability and property damage.
- The Center and the College further agree to negotiate any changes that may be deemed necessary as a result of changed circumstances and to amend the contract through mutual agreement at any time during the said contract period.

\_\_\_\_\_  
President/Designee  
Washtenaw Community College

\_\_\_\_\_  
Date

\_\_\_\_\_  
Township Supervisor/Designee  
Charter Township of Ypsilanti

\_\_\_\_\_  
Date

# SET PUBLIC HEARING DATE

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- A. SET PUBLIC HEARING DATE OF TUESDAY,  
SEPTEMBER 20, 2016 AT APPROXIMATELY  
7:00PM – SPECIAL ASSESSMENT LEVY

# OTHER BUSINESS

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# **AUTHORIZATIONS AND BIDS**

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

**FIRE DEPARTMENT**  
**222 SOUTH FORD BOULEVARD**  
**YPSILANTI, MICHIGAN 48198-6067**

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August 10, 2016

Charter Township of Ypsilanti Supervisor Brenda Stumbo  
Charter Township of Ypsilanti Board of Trustees

Dear Supervisor and Trustee Board,

The final steps in the preparation phase for replacing two (2) furnaces and air conditioning units at our Ford Blvd. fire station are complete. On Wednesday, August 10, 2016 one (1) sealed bid was opened and reviewed by Deputy Clerk Lisa Garrett, Lt. Steve Wallgren and myself. As a result we researched the bid to forward to you and the Board based on the following criteria:

- 1) Whether the Contractor resides within the Charter Township of Ypsilanti.
- 2) Whether the Contractor resides within Washtenaw County.
- 3) Is Bid proposal within the Capital fund (206.970-000.980.001) budget amount of \$20,000
- 4) Prevailing wage standard enforced.

Attached you will find copies of the bid proposal.

- **Al Walters Heating & Air Conditioning, Inc.** bid totaled \$12,398.00 to complete the project according to specifications – Option #1. Another alternative Option #2 for a higher efficiency and higher SEER rated furnace and air conditioning (96%) units as presented totaled \$16,053.00

In accordance with our bid review observations we concluded and recommend to the Charter Township of Ypsilanti Supervisor and Trustee Board to accept **Al Walters Heating & Air Conditioning, Inc.** proposal Option #2 in the amount of \$16,053.00 for the replacement project of two (2) furnace & A/C units at Fire Headquarters located at 222 S. Ford Blvd.

Sincerely,

Fire Chief Eric Copeland

**Al Walters Heating & Air Conditioning, Inc.**  
**59 Ecorse Rd**  
**Ypsilanti, Mi 48198**  
**Telephone (734) 482-8301**  
**Fax (734) 482-2009**

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**PROPOSAL and CONDITIONAL SALES CONTRACT**

August 9, 2016

YPSILANTI TOWNSHIP FIRE DEPARTMENT  
222 S FORD BLVD  
YPSILANTI, MI 48198

JOB: 422 S FORD, YPSILANTI

STEVE WALLGREN 734-255-9014

We hereby submit specifications and estimates; subject to all terms and conditions as follows:

OPTION # 1: We propose to replace furnaces 1 and 4 in the following manner:

Furnace 4 - we will install one **Lennox ML195UH090XP48C** gas fired furnace which has an input of 88,000 BTU's with an AFUE of 95%. Combined with one **Lennox 13ACX-030-230** air conditioner which has a capacity of 2.5 tons and uses R410A, will have a SEER of 13.

Furnace 1 - we will install one **Lennox ML195UH090XP48C** gas fired furnace which has an input of 88,000 BTU's with an AFUE of 95%. Combined with one **Lennox TSA042S4-230-2** standard three phase air conditioner which has a capacity of 3.5 tons and uses R410A, will have a SEER of 14.0 and an outdoor sound rating of 80 (db).

Price includes removal of the old units and recovery, all labor, all materials, intake and exhaust, flush, slab, thermostat, wiring and permits.

**PRICE: \$12,398.00**

OPTION # 2: We propose to replace furnaces 1 and 4 in the following manner:

Furnace 4 - we will install one **Lennox EL296UH070XP36B** gas fired furnace which has an input of 66,000 BTU's with an AFUE of 96%. It features a Variable Speed Motor which increases system efficiency further and also includes an insulated Blower Compartment. Combined with one **Lennox XC14-030-230** air conditioner which has a capacity of 2.5 tons and uses R410A, will have a SEER of 16 and an outdoor sound rating of 71 (db).

Furnace 1 - we will install one **Lennox EL296UH090XV48C** gas fired furnace which has an input of 88,000 BTU's with an AFUE of 96%. Combined with one **Lennox TSA042H4-230** high efficiency three phase air conditioner which has a capacity of 3.5 tons and uses R410A, will have a SEER of 15.0 and an outdoor sound rating of 78 (db).

Price includes removal of the old units and recovery, all labor, all materials, intake and exhaust, flush, slab, thermostat, wiring and permits.

**PRICE: \$16,053.00**

Note: Lennox recommends re-using the existing refrigerant lines. The above prices reflect this. Add \$2,000.00 if we replace the existing refrigerant lines.

If not accepted within 30 days, this proposal may be withdrawn.

**TERMS: 1/2 DUE ON ACCEPTANCE; REMAINING BALANCE DUE UPON COMPLETION.**

Other installments are due on the same day of each succeeding month. Seller sells and Buyers purchase the above described personal property on the terms set forth herein.

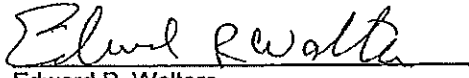
Buyers irrevocably grant to the seller or its agents or employees installments as stated above. Buyers agree to pay 18% interest per annum on any balance remaining after final installment due date. Title and ownership of the above described personal property is and shall remain vested in the seller, until the entire purchase price has been fully paid.

Buyers irrevocably grant to the seller or its agents or employees, the right to enter at any time Buyers are in default of the above provisions, with or without notice and without force, any premises where the described property may be located to examine or take possession of such property and Buyers expressly waive any right of action which may accrue by reason of the entry or taking of possession or taking of possession of said property.

The above prices and specifications are satisfactory and are hereby accepted. Seller is hereby authorized to do the work as specified.

Date accepted: \_\_\_\_\_

\_\_\_\_\_ Buyer

  
Edward R. Walters  
(Authorized Signature)

\_\_\_\_\_ Buyer



August 12, 2016

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

RE: Proposal for Green Oaks Golf Course Cart Path Improvements

Dear Ms. Stumbo:

Thank you for the opportunity to submit this proposal to provide professional engineering and landscape architecture services for the Township. As you know, Green Oaks Golf Course has a need for various maintenance projects prior to the 2017 golfing season. Some of these projects are aesthetic in nature; however, some of these improvements impact the quality of the overall golfing experience. The rehabilitation of the existing cart path is the most critical project that needs to be addressed first. In this proposal, we have outlined the scope and clarifications necessary to seek bids for the Township to address the cart path issues. We have also outlined a list of other tasks as optional so the Township can consider these in the future. In general, it is strongly recommended that the Township develop a Capital Improvement Plan for this property so these items can be budgeted and planned for on an annual basis.

## PROJECT UNDERSTANDING

The project consists of reconstructing and/or rehabilitating the existing asphalt cart paths at the Green Oaks Golf Course. The existing varying width cart path is to be removed and an equal width cart path is to be constructed with some variations to the layout for improvement of navigating the course and accessing the tee boxes, putting greens and auxiliary facilities. The cart path will comply with the National Asphalt Pavement Association standards (NAPA). This proposal also includes an optional task to rebid concrete work for the Apple Ridge Park that the Clerk's office recently put out for bid as well as other recommended tasks.

This proposal outlines information for project scope, deliverables, schedule, fee estimation and assumptions. We have also included items that may be considered for the future based on our preliminary site visit that was conducted in early August.

## ASSUMPTIONS/CLARIFICATIONS

- ▶ Portions of the existing asphalt cart path will be removed completely and replaced with grass as determined by an initial field visit. Other portions of the path will be removed and replaced in kind. The replacement of the path will also be reconfigured to improve navigating the course in the specific areas outlined in the scope.
- ▶ An inspection of existing concrete flat work around the clubhouse entrance will be conducted and quantified.
- ▶ The Apple Ridge Park concrete design will be included in the proposal but broken out as a separate task.



- ▼ All other tasks added to the scope below can be conducted at an hourly rate or as negotiated between the Township and OHM Advisors (OHM). Additional work will not be conducted prior to Township Authorization.

## **SCOPE**

### **Task 1 – Site Visit and Field Measurement**

OHM will be assigned a single point of contact for this project and will meet that representative at Green Oaks (and Apple Ridge – see Task 7) to define scope, finalize path removal and replacement limits and develop preliminary quantities for a preliminary engineering opinion of probable cost. This work will only consist of asphalt and concrete work. Grading and restoration within 10-feet of either side of the existing and proposed path is included in this work and will be considered in development of the preliminary estimate. During this site visit, a new proposed pathway alignment connecting to the two existing bathroom facilities will also be determined. Up to two other alternate path routes, aside from the bathroom areas are included in this scope. Others can be added, if desired, for additional cost.

### **Task 2 – Preliminary Concept Drawing**

From the data gathered from Task 1, a set of design drawings and aerial maps will be developed showing the limits of removal and path installation location. Notes and details needed for specific design elements as well as path cross section will also be completed. This will serve as the “plans” for the project and help contractors to understand the overall scope of work. This will be reviewed with the Township personnel assigned to this project and modified based on a review meeting. Based on feedback we will revise and incorporate the drawings into the bid package.

### **Task 3 – Specifications and Bid Package Assembly**

OHM will develop specifications in conformance with the Charter Township of Ypsilanti Engineering Standards and design specifications. The specifications will address items such as tree root removal, special instructions to bidders, supplemental specifications and outline a method of payment for the contractor to follow. The bid package will require the necessary bonding, prevailing wage information and insurance requirements as well as include a bid form that will allow the Township to compare bids on an “apples to apples” basis. Once complete, the Township will be provided with two hard copies of the package for review along with an updated final engineer’s opinion of probable cost. Final adjustments to the package will then be made prior to advertising and bidding.

### **Task 4 – Bidding**

The final bid package will be advertised by OHM and put out for bid. OHM will conduct the bid process and conduct a bid opening. OHM can also hold an onsite pre-bid conference with potential bidders if requested by the Township and if the schedule allows. OHM will address any questions and/or any RFI’s received by the bidding contractors during the bid phase. OHM will hold a bid opening at the Township on the date specified. Bids will be received, read aloud, collected, tabulated, and reviewed. A letter recommending which contractor would best be suited to construct the project will be provided.

### **Task 5 – Optional Task (Bridge Inspections)**

There is a foot bridge and cart bridge located on site that appear to be in disrepair. OHM can inspect and evaluate the existing conditions. A technical memo will be provided and preliminary budget line item for future bids will be included. This work could be coordinated for spring or fall of 2017. The estimate will also assess replacement with a wood deck (in kind) or composite material which would be low maintenance.

### **Task 6 – Optional Task (Tree removal and Replacement)**

OHM can provide tree removal and replacement details in the final bid package. We noted many dead trees on the course and could include tree removals to be incorporated into this project prior to having the new pathway installed. Also, it was noted that golf carts were not using the path in areas between the putting greens and tee boxes because



“short-cuts” were being utilized. OHM can place trees as directed by the Township and include those in the bid package.

### **Task 7 – Optional Task (Apple Ridge Park)**

OHM will perform similar tasks as outlined above to incorporate work to be included for the Apple Ridge Park site into this contract under a separate division. It is understood that the Township would like a portion of the existing gravel path to be removed and replaced with a 7-foot wide concrete sidewalk.

### **FUTURE IMPROVEMENT CONSIDERATION (Optional)**

The following site elements can be included in a Capital Improvement Plan to budget for future site improvements. Design proposals can be provided at the request of the Township. These items were brought to our attention at the site meeting in early August.

- ▶ Pond liner repairs
- ▶ Brick retaining wall repairs
- ▶ Landscaping improvements
- ▶ Incorporation of elevated ladies tee boxes
- ▶ Redesign and paving to the paved cart storage adjacent to the golf shop
- ▶ Drainage improvements near the cart bridge
- ▶ Drainage improvements near the Pavilion
- ▶ Addition of a net to protect the existing building from golf balls off the tee box.
- ▶ Timber wall removal and replacement.
- ▶ Incorporation of maintenance area and “sod farm” on site.
- ▶ Removal and replacement of the existing cart bridge
- ▶ Irrigation improvements.
- ▶ GIS/GPS enhancements to update score cards, etc.

### **DELIVERABLES**

<b>Task</b>	<b>Deliverable</b>
Task 2	Preliminary Conceptual Alignment on Aerial Map and preliminary opinion of probable cost
Task 4	Final drawing, specifications and bid package for review.
Task 5	Two copies of Final Plans and Bidding Documents
Optional Tasks	Incorporation of optional tasks in the above deliverables.

### **ADDITIONAL ASSUMPTIONS AND CLARIFICATIONS**

- ▶ No construction phases services are included in the proposal. The Township can inspect and administer this project or OHM can submit a proposal under separate cover for consideration. In general, small projects like these are about 12-15% of the construction cost to administer construction services. This can change based on the level of service provided.
- ▶ Staking of alternate alignments and additional path is not included but recommended once this goes to construction.
- ▶ Any meetings in addition to the meetings outlined in the above scope are not included in the scope of services.



**FEE**

OHM Advisors will invoice the Charter Township of Ypsilanti for the above stated services on a monthly basis.

<b>Design Tasks</b>	<b>Design Fee</b>
Tasks 1 – 4	\$9,885
Optional Task 5	\$1,625
Optional Task 6	\$928
Optional Task 7	\$1,288

The total fee is estimated to be \$9,885. Note this doesn't include the Optional Tasks 5-7. The total of all tasks outlined is \$13,726.00. Due to the expedited schedule, the following would be billed at a lump sum percent complete basis at 50% and 100% complete.

**ACCEPTANCE**

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed.

Thank you for giving us the opportunity to present this proposal to you. We look forward to working with you throughout this project.

OHM ADVISORS  
CONSULTANT

Charter Township of Ypsilanti  
CLIENT

\_\_\_\_\_

(Signature)

\_\_\_\_\_

Matthew D. Parks, P.E.

(Name)

Ms. Brenda Stumbo

Principal in Charge

(Title)

Township Supervisor

\_\_\_\_\_

(Date)

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