

CHARTER TOWNSHIP OF  
YPSILANTI BOARD OF TRUSTEES

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*Supervisor*

**BRENDA L. STUMBO**

*Clerk*

**KAREN LOVEJOY ROE**

*Treasurer*

**LARRY J. DOE**

*Trustees*

**STAN ELDRIDGE**

**HEATHER JARRELL ROE**

**MONICA ROSS WILLIAMS**

**JIMMIE WILSON, JR.**

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**March 6, 2018**

**Work Session – 5:00 p.m.**

**Regular Meeting – 7:00 p.m.**

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



# Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE  
TRUSTEES: STAN ELDRIDGE • HEATHER JARRELL ROE • MONICA ROSS WILLIAMS •  
JIMMIE WILSON, JR.

## WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, MARCH 6, 2018

**5:00pm**

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

1. PRESENTATION ON WASHTENAW COUNTY SOLID WASTE PLAN  
.....JEFF KRCMARIK, BOARD OF PUBLIC WORKS
2. AAATA PRESENTATION.....LAURENCE KRIEG
3. TYLER DAM UPDATE.....MICHAEL SARANEN
4. AGENDA REVIEW..... SUPERVISOR STUMBO
5. OTHER DISCUSSION ..... BOARD MEMBERS



# WASHTENAW COUNTY SOLID WASTE MANAGEMENT PLAN

An Overview of the Process and Plan Document



# What is a Solid Waste Management Plan?

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- Every county in the state of Michigan is required to have an approved plan
- The purpose is to ensure that waste disposal needs are being met for the next 10 years at facilities that comply with state laws.
- Opportunity for counties to set goals around waste, recycling, and composting.



# Where can I find a copy of the Plan?

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- Available online at [www.ewashtenaw.org/publicworks](http://www.ewashtenaw.org/publicworks).
- Contact Washtenaw County Public Works at [publicworks@ewashtenaw.org](mailto:publicworks@ewashtenaw.org).



# Overview of Planning Process

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- Request to open plan by Advanced Disposal (ADS) to pursue expansion
- Appointment of 14-member Solid Waste Planning Committee
- First meeting conducted in August 2015
- Monthly meetings to review, discuss and determine what to include in updated plan
- Request for expansion rescinded by ADS in summer 2016
- Plan update process continued
- No landfill expansion included or approved in approved draft plan

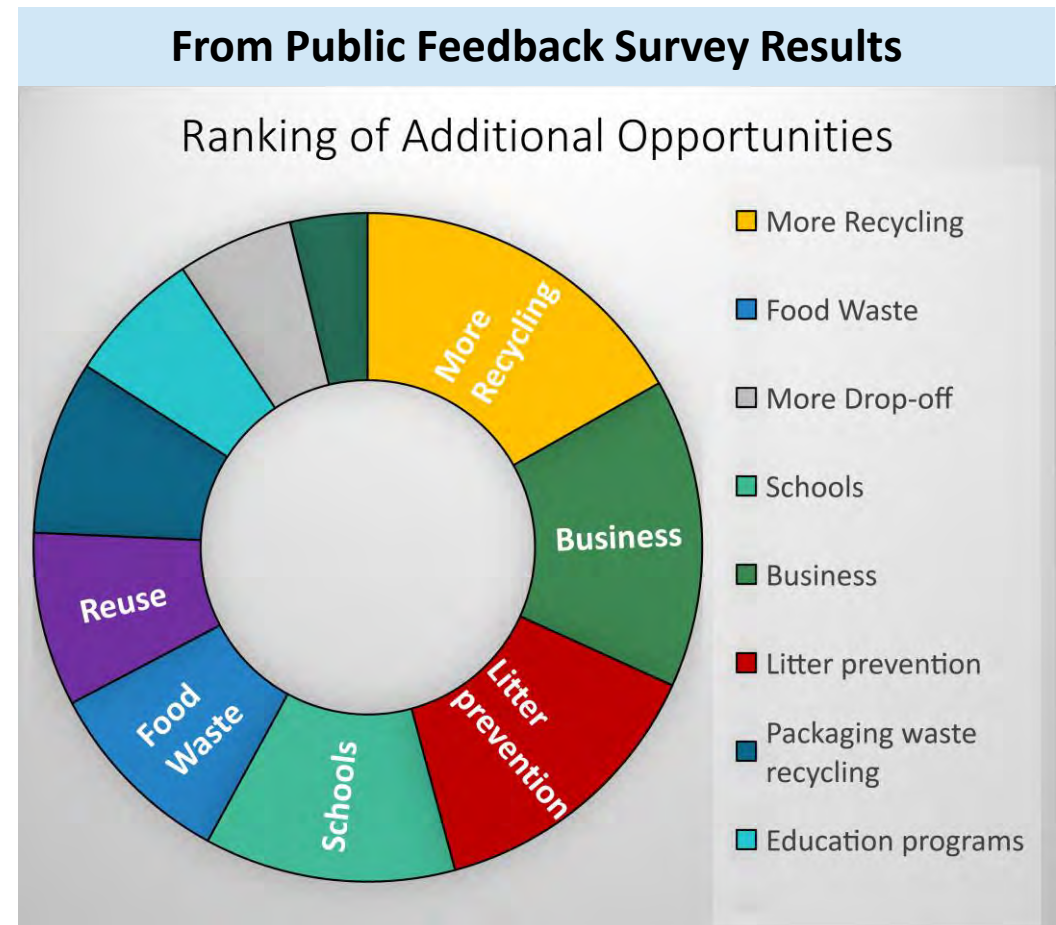


# Plan Development Overview

Section	Timing
Database	April 2016 – initial review November 2016 – drafted with narrative
Appendix A (includes evaluation of current systems (SWOT), funding options, additional details, etc)	April 2016 – January 2017
Goals & Objectives	July – Sept. 2016
The Selected System	Oct. 2016
Siting Criteria	November 2016 – February 2017
Implementation Plan	December 2016 - February 2017
Appendix B – Non Selected Systems	February 2017
Executive Summary	March 2017
Appendix D – Other Attachments	April 2017
Appendix C – Public Participation	Finalized prior to submitting to state

# Public Engagement during Planning Process

- Rotated Planning Committee Meetings to different locations around the County
- Public Feedback Survey – April – Oct. 2016 (see image to right)
  - 372 responses
- Promotion on social media, county events





# Outcomes of the Plan

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- Working towards zero waste
- Reduce need for disposal
- Flexibility to handle emerging waste issues
- Emphasis on education and outreach
- Data informs path forward
- Active implementation

**Access & Convenience**

**More Diversion and Recovery, Less Disposal**

**Education & Outreach**

**Data & Measurement**

**Funding**

**Coordination & Collaboration**

# KEY COMPONENTS OF Effective Municipal Recycling Programs



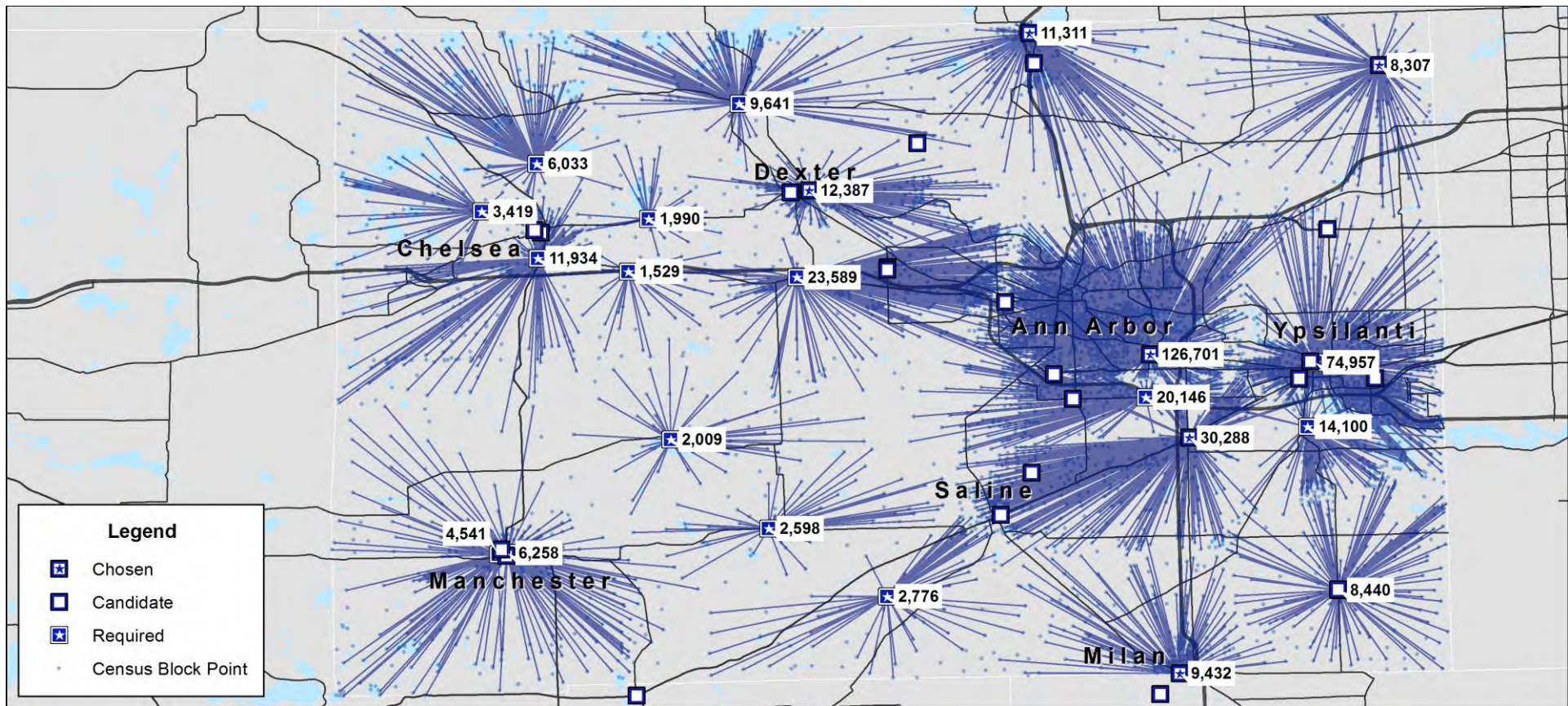
# Guiding Principle: Access and Convenience

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Programs and services must be accessible and convenient for users.



# Example: Diversion Site Feasibility Study



# Guiding Principle: More Diversion & Recovery, Less Disposal

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Decrease need for disposal through opportunities to reduce, reuse, and recycle.



# Guiding Principle: Education & Outreach

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Proper education & outreach ensures proper participation, awareness of opportunities, and engagement by program users of all ages.





# Guiding Principle: Data & Measurement

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Data provides the basis establishing realistic and measurable goals.

Residential  
Recycling Rate  
33%

Commercial  
Recycling Rate  
12%

Percent of County  
Pop. w/curbside  
Recycling  
66%

Tons Generated  
in County  
Requiring Disposal  
291,771

# Guiding Principle: Funding

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Funding is required to implement goals.  
Diversification of funding will support long term and sustainable programming.



# Guiding Principle: Coordination & Collaboration

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Waste is regional and working together can be more impactful, manage costs, and achieve goals.



# County Programs: Household Hazardous Waste



## GUIDING PRINCIPLES

- ✓ Access & Convenience
- ✓ ↑ Diversion & Recovery
- ✓ Education & Outreach
- ✓ Data & Measurement
- ✓ Funding
- ✓ Coordination & Collaboration

# County Programs: Clean Sweep Program



## GUIDING PRINCIPLES

- ✓ Access & Convenience
- ✓ ↑ Diversion & Recovery
- ✓ Education & Outreach
- ✓ Data & Measurement
- ✓ Funding
- ✓ Coordination & Collaboration

# County Programs: Clean-Up Days



## GUIDING PRINCIPLES

- ✓ Access & Convenience
- ✓ ↑ Diversion & Recovery
- Education & Outreach
- ✓ Data & Measurement
- Funding
- ✓ Coordination & Collaboration

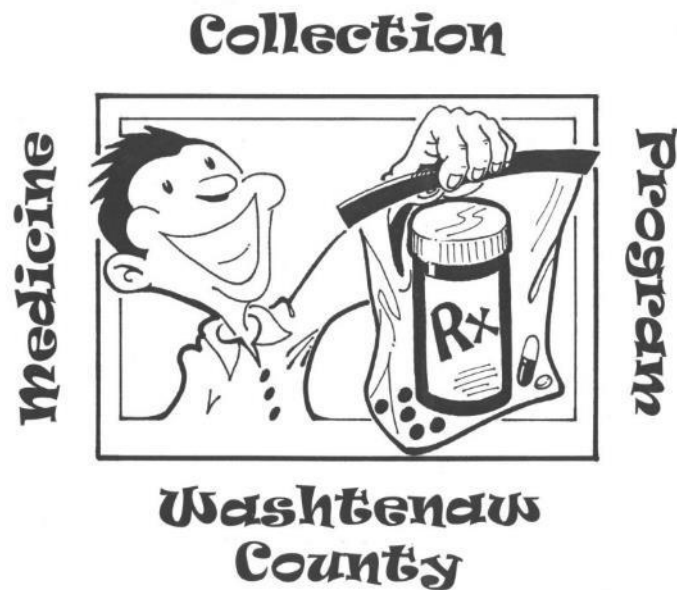
# County Programs: Shrink Wrap Recycling Program



## GUIDING PRINCIPLES

- ✓ Access & Convenience
- ✓ ↑ Diversion & Recovery
- Education & Outreach
- ✓ Data & Measurement
- Funding
- ✓ Coordination & Collaboration

# County Programs: Pharmaceutical & Sharps Take-Back Program



[www.DontFlushDrugs.com](http://www.DontFlushDrugs.com)

## GUIDING PRINCIPLES

- ✓ Access & Convenience
- ✓ ↑ Diversion & Recovery
- ✓ Education & Outreach
- ✓ Data & Measurement
- ✓ Funding
- ✓ Coordination & Collaboration

# County Programs: Zero Waste Washtenaw – Special Events



## GUIDING PRINCIPLES

- ✓ Access & Convenience
- ✓ ↑ Diversion & Recovery
- ✓ Education & Outreach
- ✓ Data & Measurement
- ✓ Funding
- ✓ Coordination & Collaboration

# County Programs: Waste Knot & Environmental Excellence



## GUIDING PRINCIPLES

- Access & Convenience
- ✓ ↑ Diversion & Recovery
- ✓ Education & Outreach
- Data & Measurement
- Funding
- ✓ Coordination & Collaboration

# County Programs: Master Composter Certification Program



## GUIDING PRINCIPLES

- Access & Convenience
- ✓ ↑ Diversion & Recovery
- ✓ Education & Outreach
- Data & Measurement
- Funding
- ✓ Coordination & Collaboration



# Plan Approval Process

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- April 21, 2017 - 90-day public comment period began
- May, June, July 2017- 2 informational meetings and 1 public hearing conducted
- October 19, 2017 – Solid Waste Planning Committee approved plan; forward to Board of Public Works.
- November 15, 2017 - Board of Public Works approved plan and forwarded to Board of Commissioners for approval.



# Plan Approval Process - continued

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- December 6, 2017 – Board of Commissioners approved plan. County will seek approval from the local units of government (LUG).
- Once approval is received from 67% of all LUG, the plan is submitted to the Michigan Department of Environmental Quality (MDEQ) for final approval.
- Estimated timeline – submit plan to MDEQ early summer 2018.

# Plan Implementation

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- Establish a Plan Action Committee (PAC) to guide and support County
- Calendar and timeline to achieve milestones for implementation
- Interested in participating?  
Please contact County at [publicworks@ewashtenaw.org](mailto:publicworks@ewashtenaw.org)





# Implementation Plan– Long Term

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Implementation Step	Timeline
Appoint Plan Advisory Committee (PAC)	3-6 months after plan approval
Prioritize Programs/Projects	6-12 months after plan approval
Develop Action Plans	6-12 months after plan approval
Purse Funding Mechanisms to Support Plan Implementation	Within first two years
Milestone Reporting	Annual
Strategic Planning for Plan Implementation	Annual
Stakeholder and Public Engagement	Twice per year



# Implementation Plan – Short Term

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## Current Projects:

- Drop-off Station (DOS) Feasibility Study
- Regional Recycling Authority Feasibility Study

# CALL TO ACTION!

We want to hear from you!  
What are your ideas for the future of solid  
waste and recycling?

*Please contact us at [publicworks@ewashtenaw.org](mailto:publicworks@ewashtenaw.org)  
to be included in future Plan Implementation actions.*

Thank you!

# AAATA Presentation

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*Supervisor*  
**BRENDA L. STUMBO**  
*Clerk*  
**KAREN LOVEJOY ROE**  
*Treasurer*  
**LARRY J. DOE**  
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**JIMMIE WILSON, JR.**



**Charter Township of Ypsilanti  
Hydro Station**

**7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 544.3690  
Fax: (734) 544.3626**

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

# MEMORANDUM

**TO:** Charter Township of Ypsilanti Board of Trustees  
**FROM:** Michael Saranen, Hydro Operations  
**DATE:** February 26, 2018  
**RE:** **Tyler Dam**

Since the retirement of Jeff Allen RSD Director, I feel I should give an update on the status of the Tyler Dam dewater project.

This project started with planning over 5 years ago and in 2016 was joined with the YCUA trestle bridge replacement project. The Board approved YCUA as the Project Manager with the assistance of Twp. staff and Stantec.

The project work is done, but is still open with hopes to close it out in coming months. Dan's excavation has submitted 2 downtime claims that pertain to the dam activities. A meeting was scheduled on February 22 to resolve the calms, but was postponed to a later time.

Lastly, with the creation of the drainage district, the Dam Safety Unit at the State of Michigan knowledge's the County Water Resource Commission as the new owner. The Twp. is no longer responsible of the maintenance of the Tyler Dam.

# 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

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TRUSTEES: STAN ELDRIDGE • HEATHER JARRELL ROE • MONICA ROSS WILLIAMS •  
JIMMIE WILSON, JR.

## **REGULAR MEETING AGENDA**

**TUESDAY, MARCH 6, 2018**

**7:00 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
4. CONSENT AGENDA
  - A. MINUTES OF THE FEBRUARY 20, 2018 WORK SESSION AND REGULAR MEETING
  - B. STATEMENTS AND CHECKS
    1. STATEMENTS AND CHECKS FOR MARCH 6, 2018 IN THE AMOUNT OF \$885,302.60
5. ATTORNEY REPORT
  - A. GENERAL LEGAL UPDATE

### **NEW BUSINESS**

1. BUDGET AMENDMENT #5
2. RESOLUTION 2018-06, APPROVAL OF THE WASHTENAW COUNTY SOLID WASTE MANAGEMENT PLAN 2017 AMENDMENT
3. REQUEST OF MICHAEL SARANEN, HYDRO OPERATIONS FOR APPROVAL OF A PROFESSIONAL SERVICES QUOTE FROM JAMES LEFFEL AND COMPANY FOR A REPLACEMENT RUNNER SHAFT BEARING, RUNNER SHAFT AND BOLTS FOR RUNNER #2 IN THE AMOUNT OF \$110,669.00 BUDGETED IN LINE ITEM #252-252-000-977-000
4. REQUEST AUTHORIZATION TO POST AND FILL FINANCE COORDINATOR POSITION FOR 14-B DISTRICT COURT
5. REQUEST AUTHORIZATION TO POST AND FILL ECONOMIC DEVELOPMENT DIRECTOR POSITION
6. REQUEST APPROVAL FOR PRELIMINARY SITE PLAN AND SPECIAL LAND USE APPROVAL FOR INSTALLATION AND OPERATION OF A PROPOSED 150 FOOT UNMANNED TELECOMMUNICATIONS FACILITY WITHIN A 10,000 SQUARE FOOT LEASED AREA LOCATED AT 6400 TEXTILE RD, PARCEL ID# K-11-29-200-028
7. REQUEST APPROVAL OF ECONOMIC DEVELOPMENT ADVISORY SERVICES AGREEMENT WITH BONNER ADVISORY GROUP FOR SERVICES IN AN AMOUNT OF \$150.00 PER HOUR BUDGETED IN LINE ITEM #101-956-000-801-000

**AUTHORIZATIONS AND BIDS**

1. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK A REQUEST FOR PROPOSALS FOR A PREFERRED NETWORK CABLE INSTALLER
2. REQUEST OF CARL GIRBACH FOR AUTHORIZATION TO PURCHASE A NEW BOBCAT SKID STEER WITH MIDEAL PRICING CONTRACT# 071B7700088 IN THE AMOUNT OF \$68,000.00 BUDGETED IN LINE ITEM #101-265-000-977-000
3. REQUEST OF CARL GIRBACH FOR AUTHORIZATION TO PURCHASE THE FOLLOWING VEHICLES WITH MIDEAL PRICING IN THE TOTAL AMOUNT OF \$180,179.00 BUDGETED IN LINE ITEM #595-595-000-985-000

DESCRIPTION	DEPARTMENT	PRICE	MIDEAL CONTRACT#
F-150 4X2 6' BED	PARK RANGER	\$23,205.00	#LDT-0083
F-150 4X2 6' BED	RSD	\$23,205.00	#LDT-0083
F-150 4X2 6' BED	RSD	\$23,205.00	#LDT-0083
F-150 4X2 8' BED	RSD	\$23,505.00	#LDT-0083
F-250 4X2 8' BED	RSD	\$25,175.00	#LDT-0087
F-250 4X2 8' BED	RSD	\$25,175.00	#LDT-0087
F-250 4X4 W/VEE PLOW	SHERIFF	\$36,709.00	#3298-0092

4. REQUEST OF CARL GIRBACH FOR AUTHORIZATION TO AUCTION VARIOUS EQUIPMENT ITEMS LISTED IN HIS FEBRUARY 27, 2018 MEMO TO THE TOWNSHIP BOARD

**OTHER BUSINESS**

**WORK SESSION AGENDA  
CHARTER TOWNSHIP OF YPSILANTI  
TUESDAY, MARCH 6, 2018**

***5:00pm***

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

1. PRESENTATION ON WASHTENAW COUNTY SOLID WASTE PLAN  
.....JEFF KRCMARIK, BOARD OF PUBLIC WORKS
2. AAATA PRESENTATION.....LAURENCE KRIEG
3. TYLER DAM UPDATE.....MICHAEL SARANEN
4. AGENDA REVIEW..... SUPERVISOR STUMBO
5. OTHER DISCUSSION ..... BOARD MEMBERS

# PUBLIC COMMENTS

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# **CONSENT AGENDA**

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**CHARTER TOWNSHIP OF YPSILANTI**  
**MEETINGS OF THE FEBRUARY 20, 2018 WORK SESSION MEETING**

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

**Members Present:** Supervisor Brenda L. Stumbo, Clerk Lovejoy Roe, Treasurer Doe, Trustees: Stan Eldridge, Heather Jarrell Roe, Monica Ross-Williams and Jimmie Wilson, Jr.

**Members Absent:** None

**Legal Counsel:** Wm. Douglas Winters

**1. ECONOMIC DEVELOPMENT DIRECTOR POSITION...SUPERVISOR STUMBO**

Supervisor Stumbo stated that along with Clerk Lovejoy Roe and Treasurer Doe they want to restore this position. She said Carlisle Wortman had put together a job description with salary recommendations. She said she wants confirmation from the Board that they want to proceed to fill this position. Trustee Eldridge asked if the salary starts at \$70,000.00 what was the range. Supervisor Stumbo stated that the description would be complete when it came back to the Board from Human Resources. She said the reason she was bringing it up at this time was only for the Board to agree in moving forward on the position.

Trustee Ross-Williams questioned why we were asking for 4 years of experience instead of 5 years. Clerk Lovejoy Roe stated if we say a minimum for 4 years we may have more experienced applicants. She also thought \$70,000.00 was too low of a beginning salary. Clerk Lovejoy Roe suggested for us to find out what area municipalities were paying for this position. Supervisor Stumbo stated this was the recommendation from Carlisle Wortman. She said that Carlisle Wortman had contacted Oakland and Macomb County and they suggested a lower salary but Dick Carlisle said he would not agree to go lower than \$70,000.00.

Supervisor Stumbo stated they would work with Human Resources and bring the position back to the next meeting.

**CHARTER TOWNSHIP OF YPSILANTI  
MEETINGS OF THE FEBRUARY 20, 2018 WORK SESSION MEETING  
PAGE 2**

**2. DISCUSSION ON PLAY EQUIPMENT REPLACEMENT....SUPERVISOR STUMBO**

Supervisor Stumbo stated that in 2015 they hired a company to conduct a safety inspection of our play equipment in our parks. She said they gave us a list of immediate repairs that were addressed. Supervisor Stumbo said there was a need to replace the existing play equipment.

Carl Girbach, Special Projects, stated some of our park equipment was 40 years old and some do not meet ADA standards. Mr. Girbach reviewed the park improvement recommendations in the board packet.

Supervisor Stumbo stated the Board allocates the funding for any improvements and she wanted Mr. Girbach to give the Board his suggestions before he takes the proposal to the Park Commission.

Trustee Jarrell Roe asked how Mr. Girbach came up with the cost for these updates. He said he contacted vendors the Township previously have hired and they came out and gave him the cost for the structures. Trustee Jarrell Roe asked how much the Grant was for the Bud and Blossom Park Play Structure and Park Improvements. Mr. Girbach said it was \$60,000.00.

Trustee Ross-Williams stated she was happy to see the improvements that we are making with our parks. She said that residents have expressed for the past several years that they would like a dog park so she was glad that was in the plans.

Clerk Lovejoy Roe asked if we need an engineer to do the design and bids. She asked if the process would then be to send the proposal to the Park Commission for their approval and then it would come back to the township and go out for bid? Mr. Girbach stated that all the vendors we use would have to comply with the federal and state regulations. He said an engineer would design it and they sign off on it once its' agreed to. Mr. Girbach stated that in the past we have gone to a vendor and picked out the style we want with the activities we would like on it and then we put that structure out for bid and all the vendors would bid. Clerk Lovejoy Roe stated that with the amount of projected cost she wondered if we would want an engineer involved. Mr. Girbach said that would be up to the board.

**CHARTER TOWNSHIP OF YPSILANTI**  
**MEETINGS OF THE FEBRUARY 20, 2018 WORK SESSION MEETING**  
**PAGE 3**

Stuart Collis, Park Commissioner stated they have discussed the dog park and suggested that a possible place would be North Bay. He said they would investigate the environmental concerns because of the water nearby and they didn't know the drainage situation there. He said they had talked with Mr. Dudley, Township Superintendent and he agreed that North Bay would be the best option. He said they decided the park should be in a gated area and this would help offset the cost for maintaining the dog park. He said the Community Center was not gated and it was located on the far side of the community whereas North Bay was centrally located. Mr. Collis stated that the Park Commission would like to open the line of communication with the Township Board to allow these projects to be addressed.

Supervisor Stumbo stated they would look for the memo from the Park Commission and Mr. Collis said it was in the October or November minutes. Mr. Collis asked if the proposal at Loonfeather was to eliminate the swing set down by the lake. Mr. Girbach said it was and if they had everything up by the shelter there might be less vandalism.

Trustee Jarrell Roe stated she was in support of replacing the park equipment but she said she would want more specifics as the project moves forward. Supervisor Stumbo said the suggestion was to remove the old equipment and she would not want to remove it and not replace it. Supervisor Stumbo stated we would like to use the money from the Nexus Project to pay for this project. Trustee Eldridge asked at what cost was an engineer needed. Clerk Lovejoy Roe said she would check on it but was concerned we didn't have the staff to oversee such a large project and we may need an engineer to be involved. She said she believes using the Nexus money would be a good idea since this would benefit the entire township. Trustee Eldridge was not suggesting using an engineer because he was sure the companies we use were professional. Mr. Girbach said he was involved in the Bud and Blossom project and we didn't use an engineer there. Supervisor Stumbo said she would check how the County did it and get more information. Supervisor Stumbo stated the next step would be to take it to the Park Commission.

**CHARTER TOWNSHIP OF YPSILANTI  
MEETINGS OF THE FEBRUARY 20, 2018 WORK SESSION MEETING  
PAGE 4**

**3. AGENDA REVIEW.....SUPERVISOR STUMBO**

**A. MINUTES OF THE FEBRUARY 6, 2018 WORK SESSION AND REGULAR MEETING**

Trustee Ross-Williams stated in the work session minutes it stated she was concerned about 386 S. Ford Blvd but she said her statement was broader and that she was concerned about all small businesses not just that particular address. She said if she said it that way that was not the way she meant it. Clerk Lovejoy Roe said she would check the recording.

Supervisor Stumbo said that in the regular minutes she questioned if she said that we needed an election because there was two years left on the vacated seat on the Park Commission. Clerk Lovejoy Roe said she would check the recording.

Supervisor Stumbo stated the County approved our ballot language for the fire millage for the May 8, 2018 election. She said she wanted to explain the millage at the Neighborhood Watch meeting but did not because at that time we didn't have the approval from the county. Supervisor Stumbo said we needed to educate the residents on what the millage would cost each homeowner. She said we have never done a millage like this one and residents have questions regarding it. Trustee Jarrell Roe suggested a mailer. Supervisor Stumbo said we have done a mailer before and as long as the information was factual, we were allowed to do it. She said we would bring it back to the board for approval.

Trustee Ross-Williams stated she would like us to do a mailer. She said since it was the first time we were doing a millage of this type she wanted to make sure she was giving the correct information regarding it. Supervisor Stumbo stated she was at the West Willow Neighborhood Watch meeting and the Firefighter that was present at the meeting, was being asked many questions about the millage. She said the Firefighter stated we needed to provide more information for our residents.

Clerk Lovejoy Roe stated Assessing could calculate the exact cost for each homeowner and that information could be added to the mailer.

**CHARTER TOWNSHIP OF YPSILANTI  
MEETINGS OF THE FEBRUARY 20, 2018 WORK SESSION MEETING  
PAGE 5**

Supervisor Stumbo said we would bring it back to the board so we can clarify exactly what the millage was for and how much it would cost each homeowner.

Supervisor Stumbo stated on the February 6, 2018 regular meeting minutes on Page 6 she said more than what was printed and would like it to reflect what she said. Clerk Lovejoy Roe stated she would check into it.

**B. STATEMENTS AND CHECKS**

**1. STATEMENTS AND CHECKS FOR FEBRUARY 20, 2018 IN THE  
AMOUNT OF \$1,003,376.57**

**C. JANUARY 2018 TREASURER'S REPORT**

**OLD BUSINESS**

**1. 2<sup>ND</sup> READING OF RESOLUTION 2018-01, PROPOSED ORDINANCE 2018-475,  
AN ORDINANCE AMENDING THE ZONING CODE OF THE CHARTER  
TOWNSHIP OF YPSILANTI (1<sup>ST</sup> READING HELD AT THE JANUARY 16, 2018  
REGULAR MEETING)**

Megan Masson-Minock, Carlisle Wortman & Associates said there were not any changes from the 1<sup>st</sup> reading but if anyone had questions she would be happy to answer them.

**NEW BUSINESS**

**1. BUDGET AMENDMENT #4**

Supervisor Stumbo stated we received \$5,047.00 for settlement funds from the padlock lawsuit at 812 Cliffs Drive, 201 and Javonna Neel, Accounting Director suggested we take the revenue and put it back in so we could continue to do more padlock cases.

**CHARTER TOWNSHIP OF YPSILANTI  
MEETINGS OF THE FEBRUARY 20, 2018 WORK SESSION MEETING  
PAGE 6**

Attorney Winters said that there was a padlock case on Johnson Street and that we have recovered \$9,000.00 for 903 Hunter St. He said we try to be aggressive as we can to get back some of the dollars from these people who require the Township to spend its' funds for these types of violations.

Supervisor Stumbo stated that the next budget amendment item was for an increase for matching funds for Regional Grants for equipment for the Fire Department. Chief Copeland said in Ypsilanti Township we need the signature of the Supervisor and the Clerk in place of the Fire Chief for the memorandum of understandings. He said this collaboration has been good for our Fire Department. Chief Copeland said he was here tonight to seek approval to allow Supervisor Stumbo and Clerk Lovejoy Roe to sign the memorandums of understanding for the grants. Chief Copeland explained how this collaboration works with neighboring fire departments.

**2. REQUEST OF MICHAEL SARANEN, HYDRO OPERATIONS TO WAIVE THE FINANCIAL POLICY AND ACCEPT THE LOW QUOTE FROM FONDRIEST ENVIRONMENTAL FOR THE PURCHASE OF A WATER QUALITY BUOY WITH CELLULAR TELEMETRY IN THE AMOUNT OF \$7,530.00 BUDGETED IN LINE ITEM #252-252-000-976-000**

Michael Saranen, Hydro Operator said they need to replace the lake buoy that was purchased around 2003. He said that station was very cumbersome and it takes two people to put it in and out of the lake every year. He said that communication package was now 15 years old. Mr. Saranen said he was trying to move to a cell phone platform using the existing web server through Fondriest. He said if we try and use another vendor it may not work well with what we have.

**3. RESOLUTION 2018-05, OWNERS DAM SAFETY PROGRAM**

Michael Saranen, Hydro Operator said that this was a resolution that we are required to approve annually.

**CHARTER TOWNSHIP OF YPSILANTI  
MEETINGS OF THE FEBRUARY 20, 2018 WORK SESSION MEETING  
PAGE 7**

- 4. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY, TO ENFORCE PROVISIONS OF THE PROPERTY MAINTENANCE ORDINANCE FOR A SEVEN (7) UNIT APARTMENT BUILDING LOCATED AT 1234 HOLMES RD. IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

Michael Radzik, OCS Director said this was a request to seek legal action if necessary and his hope was that it would not come to that. He said the owner of a seven unit apartment building initially cooperated with our multi-family rental inspection program. He said the owner registered but when he was cited for code violations on the exterior of his building he stopped cooperating by not allowing us to inspect the inside and refused to fix the exterior violations. Mr. Radzik said that since the memo was submitted he seems to have had a change of heart and rental inspections are scheduled in March.

- 5. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR APPROVAL FOR APPROVAL OF GRANT APPLICATIONS AND CORRESPONDING MEMORANDUMS OF UNDERSTANDING ON BEHALF OF THE YPSILANTI TOWNSHIP FIRE DEPARTMENT FOR AUTO EXTRICATION EQUIPMENT WITH SALINE AREA FIRE DEPARTMENT, TURNOUT GEAR WITH MILAN AREA FIRE DEPARTMENT, FIRE HOSES WITH NORTHFIELD TOWNSHIP FIRE DEPARTMENT, AND SCBA EQUIPMENT WITH SUPERIOR TOWNSHIP FIRE DEPARTMENT FOR A TOTAL AMOUNT OF \$19,045.36 BUDGETED IN LINE ITEM 206-970-000-979-005**

- 6. REQUEST OF WAYNE DUDLEY, PUBLIC SERVICES SUPERINTENDENT FOR APPROVAL OF UPDATED CONTRACT WITH CORRIGAN OIL COMPANY FOR FUEL MANAGEMENT SYSTEM IN THE AMOUNT OF \$30,030.00 BUDGETED IN LINE ITEM #595-595-000-971-008**

Wayne Dudley, Public Service Superintendent stated the Board previously approved this request for a fuel management system but when they looked into it further they found additional expenses that were not previously apparent. He said after having additional discussions with Corrigan Oil we would keep fuel systems at

**CHARTER TOWNSHIP OF YPSILANTI  
MEETINGS OF THE FEBRUARY 20, 2018 WORK SESSION MEETING  
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Ford Lake Park. He said trying to recondition the tanks at the Civic Center which would have the cost of running electricity out to the pump systems and the tanks and doing that was quite a bit more than what was originally estimated. He also said the State refused to grandfather our permit for those tanks. He said the tanks were too close to our property line and they were too close together so if would use them we would have to move them. Mr. Dudley said that by keeping the fuel system at Ford Lake Park and doing the upgrading that we need, the cost should be the same as in the previous request. He said it would be up to the Board on whether they wanted to do anything at the Civic Center.

Attorney Winters stated that he understood that if there was any leakage from the tanks at the Civic Center it would probably be contained in the pipes and then there would not be contamination. He would recommend to de-commission the tanks and remove the underground pipes. Mr. Dudley stated the tanks were already de-commissioned and we would only have to remove the underground pipes. Attorney Winters said if the State was not going to approve them then we should get rid of them.

Treasurer Doe asked if the tanks and pipes were removed and the soil was checked would the Township only have to remove the cement slab. Mr. Dudley said yes that was all because they would have already completed all the environmental testing.

Mr. Dudley stated that all the costs are the same as the original request we are just keeping the tanks at Ford Lake. He said the only way there would be additional cost if they find contamination but we won't know that until they test it.

**OTHER BUSINESS**

Trustee Eldridge wanted to thank our Attorneys' for all their hard work on the arbitration case.

Attorney Winters stated he was pleased with outcome for this case. He said that its' time to identify warning signs, what are the red flags when people make threats. He said people might say they did not believe it would happen but how do we make that distinction. Attorney Winters said this situation in the Township

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comes down to one person who was a long time employee here making a number of decisions on her own. He said this person made threatening remarks stating she was going finish what was started and doing it with the intent of instilling a fear, anxiety, worry in her co-workers and supervisors' lives. Attorney Winters stated she succeeded in doing that and created an atmosphere of fear. Attorney Winters stated that no one gets pleasure out of someone losing their job but all of us are accountable for the choices we make.

Trustee Eldridge thanked Mike Radzik for his involvement with a problem with a house on Hitchingham by getting the owners to follow through with their original agreement with the township.

**Work session adjourned at 6:55 PM**

Respectfully Submitted,

Karen Lovejoy Roe, Clerk

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF THE FEBRUARY 20, 2018 REGULAR MEETING MINUTES**

Supervisor Stumbo called the meeting to order at approximately 7:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited followed by a moment of silent prayer. Supervisor Stumbo asked for remembrance of the children in Florida.

**Members Present:** Supervisor Brenda L. Stumbo, Clerk Lovejoy Roe, Treasurer Doe, Trustees: Stan Eldridge, Heather Jarrell Roe, Monica Ross-Williams, and Jimmie Wilson, Jr.

**Members Absent:** None

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC COMMENTS**

Larry Krieg, Township Resident stated he was the Townships' Representative on the Board of Directors for the Ann Arbor Area Transportation Authority. He said he was specifically here because the five-year millage with AAATA will expire at the end of 2018. He said the agreement between the AAATA and Ypsilanti Township specifies that at the end of the five-year term the Transportation Authority would contact the Township to see if they would like to continue with the service. Mr. Krieg said he included the ballot language in their board packet and he would like the Townships' input. He said the renewal would be for the same services the Township had been receiving for the last 5 years. He said the renewal is a 0.7 mil.

Trustee Eldridge asked if Mr. Krieg could provide the amount of money that Ypsilanti Township paid over the last 5 years and how much of that amount came back to Ypsilanti Township in services. Mr. Krieg stated he was sure that he could get it but it would not be easy to obtain. Mr. Krieg said all the services that were stipulated for the Township in the 2014 millage have been implemented. He said it would be better to look at the service levels instead of the dollar amount. Trustee Eldridge said that service hours were great but if Ypsilanti Township residents were not using it then we should not renew it. Trustee Eldridge also asked if Pittsfield Township decided to be included in this millage. Mr. Krieg said as far as he knows they are considering it but have not changed their position at this time.

Clerk Lovejoy Roe stated the language for the ballot should state it was rolling back to the original millage that was approved in 2014. She said prior to the millage in 2014 the Township paid \$470,000.00 from general fund to pay for each route and some of the services were for seniors and the disabled, which the Township was required by law to provide. She said that was what was attractive about the millage because our residents in the township voted to pay for these services and that reduced what we paid out of the general fund. Clerk Lovejoy Roe suggested Mr. Krieg show us the estimate it would cost for the routes and services we previously paid and that would give us an idea on the benefit of having the millage. She said with the millage it provides more service to Ypsilanti Township than we have had in the past.

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**MINUTES OF THE FEBRUARY 20, 2018 REGULAR MEETING**  
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Attorney Winters stated that he thought the language for the ballot was too wordy and he explained his suggestions for changing the language.

Supervisor Stumbo suggested they come back with a presentation during the work session. She said this would be about a \$500,000.00 increase in revenue from the last millage.

Matt Carpenter, CEO of The Ride, stated that with the increase in property values and inflation it would be approximately that amount. He said the plan with those additional funds would be to put it back into the bus services.

Steven Hodak, Township Resident thanked the Board for all they do for the Township. He said the township needs a snow ordinance for all those in the township who do not clear their sidewalks and they let their sidewalks turn to ice and are treacherous. He said the whole point in clearing sidewalks was to make them safe. Mr. Hodak said that with enforcement it would make the nuisance stoppable. He said it would be complaint driven and the ordinance department would only need to respond when there were complaints. He said most people would be compliant with the ordinance, and therefore, the ordinance department would have few people they would have to deal with. He said the benefit would be clear and safe sidewalks. He stated that Scio Township has a snow ordinance and although they are a smaller municipality, they only had 20 violations this year. He said that someone might bring legal action against the township but that it was not likely and besides he believes the Township has a good legal team.

Arloa Kaiser, Township Resident stated she was against a snow ordinance. She said she has lived in the township for over 40 years and to her knowledge; there have not been any problems.

Mr. Tooson, Township Resident stated that he was here tonight to inform the board that a gentleman in the Township was making derogatory statements about Black people. Mr. Tooson said it was upsetting to many in the township who have heard these statements. He said that the Board should respond to this so others in the Township would know the Township Board would not tolerate it. He said he had hoped the gentleman would be here tonight so he could request the man explain why he is saying the things he has but the man was not here tonight. Mr. Tooson said he believes that when you do not respond things get worse. He reminded the board that a few years ago the KKK burned crosses on some township resident's yard and it was not addressed. Mr. Tooson stated that when people are treated with respect then they will treat others with respect.

Lt. Mike Marocco, Operational Lt. for Ypsilanti Township, said that about seven years ago we began working on the camera program in the Township. He said that having the cameras in the neighborhoods has helped law enforcement. Lt. Marocco stated that this morning he was working on a specific crime that occurred and some of the information we are working on came directly from those cameras.

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MINUTES OF THE FEBRUARY 20, 2018 REGULAR MEETING  
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**CONSENT AGENDA**

**A. MINUTES OF THE FEBRUARY 6, 2018 WORK SESSION AND REGULAR MEETING**

**B. STATEMENTS AND CHECKS**

**1. STATEMENTS AND CHECKS FOR FEBRUARY 20, 2018 IN THE AMOUNT OF \$1,003,376.57**

**C. JANUARY 2018 TREASURER'S REPORT**

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

**The motion carried unanimously.**

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

Attorney Winters stated there have been ongoing issues with Ypsilanti Community Schools with three elementary schools in Ypsilanti Township that have been abandoned. He said the Township has tried to work with the school district since the abandoned buildings have become eyesores and attractive nuisance. Attorney Winters stated that in the past few weeks, it has come to a head in regard to Kettering School and Thurston School will be next. He said they have executed a search warrant, obtained photographs and that it was embarrassing to see how those schools have been neglected and abandoned. Attorney Winters said the Township has spent a lot of time and money with neighborhood stabilization and these schools are located in those neighborhoods. He said he hoped that when the search was completed for both buildings, the school district would look at this and would make a decision to demolish those buildings. Attorney Winters stated we require homeowners to be responsible for their property and we need to make the Ypsilanti Community Schools responsible for theirs. He said that during the last 12-14 months Ypsilanti Community Schools have received \$180,000.00 a month leasing out West Middle School to Ann Arbor Public Schools because of a flood they had in one of their elementary buildings. Attorney Winters said the estimate to demolish those two schools were \$440,000.00 which could have been done with some of the lease payments that wasn't in their budget. He said Ypsilanti Township had to call DTE to cut off electricity because there have been fires set inside the school and they have had people living inside the school.

Attorney Winters said he continued to monitor the American Center for Mobility so we can calculate the annual payment to the Township in lieu of Tax payments and he said we have asked for additional documentation. He stated our agreement with ACM requires them to give Washtenaw County and Ypsilanti Township

**CHARTER TOWNSHIP OF YPSILANTI  
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residents' preference when hiring and when purchasing supplies and materials to purchase them locally. He said he has asked for that verification.

**OLD BUSINESS**

- 1. 2<sup>nd</sup> READING OF RESOLUTION 2018-01, PROPOSED ORDINANCE 2018-476, AN ORDINANCE AMENDING THE ZONING CODE OF THE CHARTER TOWNSHIP OF YPSILANTI (1<sup>st</sup> READING HELD AT THE JANUARY 16, 2018 REGULAR MEETING)**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve 2<sup>nd</sup> Reading of Resolution 2018-01, Proposed Ordinance 2018-476, an Ordinance Amending the Zoning Code of the Charter Township of Ypsilanti (1<sup>st</sup> Reading Held at the January 16, 2018 Regular Meeting) (see attached).**

Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	Yes	Stumbo:	Yes	Doe:	Yes
Wilson:	Yes				

**The motion carried unanimously.**

**NEW BUSINESS**

- 1. BUDGET AMENDMENT #4**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Budget Amendment #4 (see attached).**

**The motion carried unanimously.**

- 2. REQUEST OF MICHAEL SARANEN, HYDRO OPERATIONS TO WAIVE THE FINANCIAL POLICY AND ACCEPT THE LOW QUOTE FROM FONDRIEST ENVIRONMENTAL FOR THE PURCHASE OF A WATER QUALITY BUOY WITH CELLULAR TELEMETRY IN THE AMOUNT OF \$7,530.00 BUDGETED IN LINE ITEM #252-252-000-976-000**

**A motion was made by Trustee Jarrell Roe, supported by Treasurer Doe to Approve Request of Michael Saranen, Hydro Operations to Waive the Financial Policy and Accept the Low Quote from Fondriest Environmental for the Purchase of a Water Quality Buoy with Cellular Telemetry in the Amount of \$7,530.00 Budgeted in Line Item #252-252-000-976-000.**

**The motion carried unanimously.**

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**3. RESOLUTION 2018-05, OWNERS DAM SAFETY PROGRAM**

**A motion was made by Trustee Eldridge, supported by Trustee Ross-Williams to Approve Resolution 2018-05, Owners Dam Safety Program (see attached).**

**The motion carried unanimously.**

**4. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY, TO ENFORCE PROVISIONS OF THE PROPERTY MAINTENANCE ORDINANCE FOR A SEVEN (7) UNIT APARTMENT BUILDING LOCATED AT 1234 HOLMES RD. IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

**A motion was made by Trustee Jarrell Roe, supported by Trustee Eldridge to Approve Request of Michael Radzik, OCS Director for Authorization to Seek Legal Action if Necessary, to Enforce Provisions of the Property Maintenance Ordinance for a Seven (7) Unit Apartment Building Located at 1234 Holmes Rd. in the Amount of \$10,000.00 Budgeted in Line Item #101-950-000-801-023.**

**The motion carried unanimously.**

**5. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR APPROVAL FOR APPROVAL OF GRANT APPLICATIONS AND CORRESPONDING MEMORANDUMS OF UNDERSTANDING ON BEHALF OF THE YPSILANTI TOWNSHIP FIRE DEPARTMENT FOR AUTO EXTRICATION EQUIPMENT WITH SALINE AREA FIRE DEPARTMENT, TURNOUT GEAR WITH MILAN AREA FIRE DEPARTMENT, FIRE HOSES WITH NORTHFIELD TOWNSHIP FIRE DEPARTMENT, AND SCBA EQUIPMENT WITH SUPERIOR TOWNSHIP FIRE DEPARTMENT FOR A TOTAL AMOUNT OF \$19,045.36 BUDGETED IN LINE ITEM 206-970-000-979-005**

**A motion was made by Treasurer Doe, supported by Trustee Ross-Williams to Approve Request of Eric Copeland, Fire Chief for Approval for Approval of Grant Applications and Corresponding Memorandums of Understanding on Behalf of the Ypsilanti Township Fire Department for Auto Extrication Equipment with Saline Area Fire Department, Turnout Gear with Milan Area Fire Department, Fire Hoses with Northfield Township Fire Department, and SCBA Equipment with Superior Township Fire Department for a Total Amount of \$19,045.36 Budgeted in Line Item 206-970-000-979-005.**

**The motion carried unanimously.**

**6. REQUEST OF WAYNE DUDLEY, PUBLIC SERVICES SUPERINTENDENT FOR APPROVAL OF UPDATED CONTRACT WITH CORRIGAN OIL COMPANY FOR FUEL MANAGEMENT SYSTEM IN THE AMOUNT OF \$30,030.00 BUDGETED IN LINE ITEM #595-595-000-971-008**

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**A motion was made by Treasurer Doe, supported by Trustee Wilson to Approve Request of Wayne Dudley, Public Services Superintendent for Approval of Updated Contract with Corrigan Oil Company for Fuel Management System in the Amount of \$30,030.00 Budgeted in Line item #595-595-000-971-008.**

**The motion carried unanimously.**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Adjourn.**

The meeting was adjourned at 7:50 p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION 2018-01

### *(In Reference to Ordinance 2018-476)*

#### ***A Resolution Amending the Zoning Code of the Charter Township of Ypsilanti***

**Whereas**, the Township Planning Consultants completed a detailed review of the Township's Zoning Code; and

**Whereas**, based upon that review, the Township Planning Consultants have recommended amendments to the Charter Township of Ypsilanti's (Township) Planning Commission (Commission), involving a series of general amendments to the Township's Zoning Code; and

**Whereas**, at its regularly scheduled meeting held December 12, 2017, the Commission recommended approval of the Planning Consultant's proposed general amendments to the Township's Zoning Code to the Township Board which changes can be summarized as follows:

1. Zoning Code reorganization:
  - a. Eliminate three (3) zoning districts that we never mapped on the official Township Zoning Map
  - b. Creation of three (3) use tables to replace uses listed in text in articles
  - c. All specific use provisions consolidated in Article 18
  - d. Move parking and loading regulations from footnotes of schedule of regulations into General Provisions
  - e. Move trash receptacles regulations from accessory buildings section into a new section in General Provisions
2. Bring Zoning Code into compliance with State and Federal Law:
  - a. Michigan Right to Farm Act. Farms & stables changed to permitted uses. Conditions changed to reference Generally Accepted Agricultural Management Practices
  - b. Michigan Zoning Enabling Act. Cell Towers: Application shot clock & what is a conditional use and a permitted use
  - c. Michigan Regulations on State Licensed Day Care
  - d. U.S. Religious Land Use and Institutionalized Persons Act. Define "Places of Worship" and amend zoning to ensure they are treated the same as other like private assembly uses
3. Add the following new definitions – "places of worship", "hotel", "medical clinic", "medical office" – and to amend definitions for "automobile repair, major", "automobile repair, minor", "motel":
4. Eliminate requirement for detached accessory structure over 100 square feet goes to ZBA.
5. Require 5-foot setback for accessory structures from side and rear lot line.

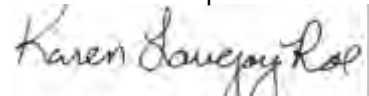
**Whereas**, proposed Ordinance No. 2018-476 has revised the current existing Ordinance in such a fashion as to incorporate the above changes recommended; and

**Whereas**, the Charter Township of Ypsilanti Board of Trustees (Board) agrees with the request of the Planning Commission;

**Now Therefore,**

**Be it resolved,** that the Charter Township of Ypsilanti Board of Trustees does hereby approve Ordinance No. 2018-476 as attached, by amending Articles of the Township's Zoning Code as noted, replacing it with proposed Ordinance No. 2018-476, which ordinance reflects the suggestions and input of the Township's Planning Consultant as recommended by the Commission.

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. 2018-01 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Special Meeting held on February 20, 2018.



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Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI

## ORDINANCE 2018-476

### *An Ordinance Amending the Zoning Code of the Charter Township of Ypsilanti*

The Charter Township of Ypsilanti hereby ordains that the Ypsilanti Township Zoning Code, adopted May 18, 1994, shall be amended as follows:

#### **SECTION 1. AMENDMENT TO TOWNSHIP ZONING ORDINANCE SECTION**

**2.0.1:** Township Zoning Ordinance Section 2.01, entitled “Definitions,” is amended to add the following new definitions – “places of worship”, “hotel”, “medical clinic”, “medical office” – and to amend definitions for “automobile repair, major”, “automobile repair, minor”, “motel”:

Sec. 201. - Definitions:

*Automobile repair, major:* The general repair, engine rebuilding, rebuilding or reconditioning of motor vehicles; collision service, such as body, frame or fender straightening and repair; and painting of automobiles and any repair of a major component part as defined by the administrative rules promulgated pursuant to the State of Michigan Motor Vehicle Service and Repair Act (MCL 257.1302).

*Automobile repair, minor:* Repairs other than major repair including but not limited to lubrication; oil changes; installing, changing, or otherwise servicing the antifreeze or other coolant; and the replacement, adjustment, repair, or servicing of tires, batteries, fuel pumps, gaskets, brakes and other parts and assemblies listed as minor repair services by the administrative rules promulgated pursuant to in State of Michigan Motor Vehicle Service and Repair Act (MCL 257.1302).

*Places of worship:* A site used for or intended for the regular assembly of persons for the conducting of religious services and accessory uses therewith.

*Hotel:* A building or part of a building, with a common entrance or entrances, in which the dwelling units or rooming units are used primarily for transient occupancy, and in which one or more of the following services are offered: maid service, furnishing of linen, telephone, secretarial or desk service, and bellboy service. A hotel may include a restaurant or cocktail lounge, public banquet halls, ballrooms, or meeting rooms. This definition does not include apartments

*Medical clinic:* A place for the care, diagnosis, and treatment of sick or injured persons and those in need of medical or minor surgical attention. A clinic may incorporate laboratories and pharmacies, but may not include facilities for in-patient care or major surgery.

*Medical office:* The place of work for physicians, dentists, or similar professionals where persons are examined or treated on an outpatient basis only. An office may not include facilities for outpatient surgery, laboratories, pharmacies, or facilities for in-patient care.

*Motel:* A series of attached, semidetached or detached rental units containing a bedroom, bathroom and closet space. Units shall provide for overnight lodging, have separate entrances and are offered to the public for compensation. This definition does not include apartments.

#### **SECTION 2. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE**

**III. - ZONING DISTRICTS AND MAP:** Article III – Zoning Districts and Map is amended to eliminate zoning districts “B-4 Auto-oriented business district”, “B-5 East Michigan Avenue business district”, and “B-6 Ecorse/Ford business district” from Section 300 “and to add the following new Section 3.06:

Sec. 300. - Districts established:

For the purpose of this ordinance the Charter Township of Ypsilanti is hereby divided into the following districts:

R-1	One-family residential district
R-2	One-family residential district
R-3	One-family residential district

R-4	One-family residential district
R-5	One-family residential district
RM-1	Multiple-family residential district
RM-2	Multiple-family residential district
RM-3	Multiple-family residential district
RM-4	Multiple-family residential district
RM-5	Townhouse residential district
MHP	Mobile home park district
OS-1	Office service district
B-1	Local business district
B-2	Community business district
B-3	General business district
FS	Freeway service district
IRO	Industrial research office district
I-1	Light industrial district
I-2	General industrial district
I-3	Heavy industrial district
I-C	Industrial and commercial districts
P-1	Vehicular parking district
PD	Planned development district

Sec. 306. – Schedule of Uses:

1. In all Districts, no building or land shall be used and no building shall be erected except for one (1) or more of the following specified uses, unless otherwise provided in this Article. The following land use schedules show the uses which are permitted, permitted as a Special Use, permitted as an accessory use, or prohibited in specific districts or zones in the Charter Township of Ypsilanti. The land use schedules are intended to serve as a guide for the convenience of the user of this Zoning Ordinance. More detailed standards regarding uses are contained within the individual district standards within Article XVIII - Specific Use Standards.
2. The Schedules of Use Regulations identifies uses as follows:
  - a. P: Principal permitted uses - Uses permitted by right in the applicable Zoning District, subject to compliance with all other applicable requirements of this Zoning Ordinance.

- b. S: Special conditional uses – Uses which may be permitted upon the granting of a permit for such use by the planning commission, subject to the compliance with all applicable requirements of this Zoning Ordinance, and subject further to such other reasonable conditions which in the opinion of the planning commission are necessary to provide adequate protection to the neighborhood and to abutting properties and subject further to a public hearing in accord with Section 2309 and further shall be reviewed as provided for in Section 2119.
  - c. A: Accessory uses – Uses which may be permitted as an accessory use incidental to the principal use of the premise, subject to compliance with all other applicable requirements of this Zoning Ordinance.
  - d. --: Not permitted – Uses not permitted within the district.
3. Residential Districts Schedule of Uses identifies the uses allowed in the following residential districts:
- a. R-1 to R-5 One-family residential districts: The intent is to provide for an environment of predominantly low-density, one-family dwellings along with other residentially related facilities which serve the residents in the district.
  - b. RM-1 & RM-2 Multiple-family residential districts: The intent is to provide sites for low- to moderate-density multiple-family dwelling structures, and related uses.
  - c. RM-3 & RM-4 Multiple-family residential districts: The intent is to provide sites for high-density multiple-dwelling developments.
  - d. RM-5 Townhouse residential districts: The intent is to provide for moderate density infill housing.
  - e. MHP Mobile home park districts: The intent is to provide for mobile home and manufactured housing communities.

Residential Districts Use Table	R-1 to R-5	RM-1 & RM-2	RM-3 & RM-4	RM-5	MH P	Notes
P= Permitted Use   S=Special Conditional Use   A= Accessory Use   -- = Not permitted						
<b>Residential Uses</b>						
Detached single family residential	P	P	P	--	--	Subject to regulations in Section 1801
Two family residential	--	P	P	P	--	Must have with individual entrances and garages for each dwelling unit
Attached single family residential/townhouses with individual entrances and garages	--	P	P	P	--	
Multiple family dwelling units	--	P	P	--	--	Subject to design regulations in each zoning district
Senior independent and assisted living	--	P	P	--	--	
Convalescent and nursing homes	--	S	S	--	--	Subject to conditions in Section 1816
Mobile home parks/Mobile homes	--	--	--	--	P	Subject to conditions in Section 7.03 and 7.04
<b>Accessory Uses</b>						
Accessory home occupations	A	A	A	A	A	Subject to conditions in Section 1802

<b>Residential Districts Use Table</b>	<b>R-1 to R-5</b>	<b>RM-1 &amp; RM-2</b>	<b>RM-3 &amp; RM-4</b>	<b>RM-5</b>	<b>MH P</b>	<b>Notes</b>
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
Retail uses accessory to high-rise multiple-family dwelling	--	--	A	--	--	Subject to conditions in Section 1817
Keeping of up to four hens	A	--	--	--	--	Subject to conditions in Section 1803
Keeping of more than four dogs	S	--	--	--	--	Subject to conditions in Section 1815
Accessory buildings and uses customarily incident to any of the permitted uses in this table	A	A	A	A	A	
<b>State-licensed residential child and adult care facilities</b>						
Adult/Child Family day care homes	P	P	P	--	--	Subject to the conditions in Section 1861
Adult/Child Group day care homes	S	S	S	--	--	Subject to the conditions in Section 1861
Adult/Child Day Care Center + Preschools	S	S	S	--	--	Subject to the conditions in Section 1861. Accessory to an allowed non-residential use in the R-1 to R-5 zoning districts
Adult and Child Foster Care Family Home	P	P	P	--	--	Subject to the conditions in Section 1861
Adult Foster Care, small group home	S	S	S	--	--	Subject to the conditions in Section 1861
Adult Foster Care, large group home	--	S	S	--	--	Subject to the conditions in Section 1861
Adult Foster Care Congregate Facility	--	S	S	--	--	Subject to the conditions in Section 1861
Child Foster Care Family Group Home	S	S	S	--	--	Subject to the conditions in Section 1861
<b>Agricultural</b>						
Farm Operation	P	--	--	--	--	5-acre minimum lot size. Subject to conditions in Section 1804
Seasonal sale of produce on farms	P	--	--	--	--	Subject to conditions in Section 1813
Farms with sales and entertainment facilities	S	--	--	--	--	Subject to conditions in Section 1855
Institutional farms	S	--	--	--	--	Subject to conditions in Section 1814
Private stables	A	--	--	--	--	Subject to conditions in Section 1810
Public riding and/or boarding stables	P	--	--	--	--	Subject to conditions in Section 1809
Greenhouse & Plant Material Nursery (materials grown and sold on-site)	S	--	--	--	--	Subject to conditions in Section 1811
<b>Lodging</b>						
Bed & Breakfasts	S	--	--	--	--	Subject to conditions in Section 1808
<b>Civic/Institutional</b>						

<b>Residential Districts Use Table</b>	<b>R-1 to R-5</b>	<b>RM-1 &amp; RM-2</b>	<b>RM-3 &amp; RM-4</b>	<b>RM-5</b>	<b>MH P</b>	<b>Notes</b>
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
Publicly owned and operated libraries	P	P	P	--	P	
Cemeteries	S	--	--	--	--	Subject to conditions in Section 1812
Houses of Worship	S	P	P		P	Access must comply with regulations in Section 2118.
Public, parochial and other private elementary schools offering courses in general education, and not operated for profit.	P	--	--	--	--	
Public, parochial and private intermediate and/or secondary schools offering courses in general education, not operated for profit.	S	P	P	--	--	Access must comply with regulations in Section 2118
Colleges, universities and other such institutions of higher learning, public and private, offering courses in general, technical, or religious education and not operated for profit	S	S	S	--	--	Subject to conditions in Section 1807
Utility and public service buildings and uses (without storage yards) when operating requirements necessitate the locating of said building within the district in order to serve the immediate vicinity.	S	S	S	S	S	
<b>Recreation</b>						
Parks, common greens, plazas, public gathering places and open space	P	P	P	P	P	
Publicly owned and operated recreational facilities	P	P	P	--	P	
Golf courses	S	P	P	--	--	Subject to conditions in Section 1806 and footnote 4 in the schedule of regulations
Institutional or community recreation centers and nonprofit swimming pool clubs	P	P	P	P	P	Subject to conditions in Section 1805
Community buildings for use by the tenants of the mobile home park as well as recreation areas and playgrounds	--	--	--	--	P	
Private or public recreation vehicle campgrounds	P*	--	--	--	--	* Principal use in R-4 only Subject to conditions in Section 1852
<b>Other</b>						
One office building to be used exclusively for conducting the business operation of the mobile home park.	--	--	--	--	P	

<b>Residential Districts Use Table</b>	<b>R-1 to R-5</b>	<b>RM-1 &amp; RM-2</b>	<b>RM-3 &amp; RM-4</b>	<b>RM-5</b>	<b>MH P</b>	<b>Notes</b>
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
Utility buildings for laundry facilities and auxiliary storage space for mobile home tenants.	--	--	--	--	P	
Storage of recreation vehicles	--	--	--	--	P	Subject to conditions in Section 1853
Wireless communication towers and antennas	See Section 1850					

3. Office and Business Districts Schedule of Uses identifies the uses allowed in the following residential districts:
- OS-1 Office service districts: The intent is to accommodate uses such as offices, banks and personal services.
  - B-1 Local business districts: The intent is to meet the day-to-day convenience shopping and service needs of persons residing in immediately adjacent residential areas.
  - B-2 Community business districts: The intent is to cater to the needs of a larger consumer population than is served by the local business districts.
  - B-3 General business districts: The intent is to provide sites for more diversified business types which would often be incompatible with the pedestrian movement in the local business district or the community business district.

<b>Office &amp; Business Districts Use Table</b>	<b>OS-1</b>	<b>B-1</b>	<b>B-2</b>	<b>B-3</b>	<b>Notes</b>
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted					
<b>Retail and Services</b>					
	A	P	P	P	
Retail	--	--	--	S	With drive-through or drive-in facilities, subject to conditions in Section 1823
Antique businesses	--	--	P	P	Pawnbrokers, secondhand dealers and junk dealers are not included in this use
Secondhand apparel businesses	--	--	--	P	Pawnbrokers, secondhand dealers, and junk dealers are not included in this use
Commercial kennel	--	--	--	S	All activities are conducted within enclosed main building; all buildings are set back at least 200 feet from abutting residential districts on the same side of the street
Mortuary establishments	S	P	P	P	Subject to conditions in Section 1818
Personal service establishments	--	P	P	P	
	A	--	--	--	Up to 15,000 square feet in size
Adult/Child Day Care Center + Preschools	P	P	P	P	Subject to the conditions in Section 1861
Smoking lounges	--	--	--	S	Subject to the conditions in Section 1836
Veterinary clinics	S	P	P	S	Subject to conditions in Sections 1820
Veterinary hospitals	--	--	--	S	Subject to conditions in Section 1821

<b>Office &amp; Business Districts Use Table</b>	<b>OS-1</b>	<b>B-1</b>	<b>B-2</b>	<b>B-3</b>	<b>Notes</b>
P= Permitted Use    S=Special Conditional Use    A= Accessory Use    -- = Not permitted					
Temporary sidewalk, outdoor and tent sales for principal use	--	--	--	A	Subject to conditions in Section 1832
Temporary sales unrelated to principal use	--	--	--	*	*Temporary use subject to approval by the Zoning Board of Appeals. See Section 2404.3.f
Retail sales of plant material not grown on the site, lawn furniture, playground equipment and/or garden supplies.	--	--	S	S	Subject to conditions in Section 1828
Outdoor storage or display of merchandise, goods or items associated with a permitted use	--	--	--	S	Subject to conditions in Section 1824
Banks, credit unions, savings and loan establishments and similar financial institutions	--	P	P	P	With no drive through
	--	--	--	S	Up to two drive-through teller windows or automated teller windows and stand-alone automatic bank teller machines, subject to conditions in Section 1823
	--	--	--	S	With drive-through, subject to conditions in Section 1823
Medical offices	P	P	P	P	Medical offices up to 15,000 square feet in size
	P	S	S	P	Medical offices over 15,000 square feet in size
Medical clinics	P	P	P	P	
Urgent care facilities	--	--	--	P	
Office buildings and uses	P	P	P	P	
Restaurants	S	S	P	P	SCU is subject to conditions in Section 1822
Drive-through restaurants	--	--	--	S	Subject to conditions in Section 1823
Outdoor or sidewalk cafes	S	S	P	P	Accessory use to existing restaurant, subject to conditions in Section 1825
Hotels	--	--	--	P	
Motels	--	--	--	S	Subject to conditions in Section 1827
<b>Civic/Institutional</b>					
Houses of worship	P	P	P	P	
Public/government buildings	P	P	P	P	
Public utility buildings, without storage yards; water and sewage	S	S	S	S	Water and sewage pumping stations are excluded in the OS-1 and B-1 districts.
Business schools and colleges or private schools operated for profit	--	--	P	P	
<b>Recreation</b>					
Arcades and similar uses	--	--	--	S	Subject to conditions in Section 1102.8

<b>Office &amp; Business Districts Use Table</b>	<b>OS-1</b>	<b>B-1</b>	<b>B-2</b>	<b>B-3</b>	<b>Notes</b>
P= Permitted Use    S=Special Conditional Use    A= Accessory Use    -- = Not permitted					
Theaters, public assembly halls, concert halls or similar places of public assembly	--	--	P	P	Conducted completely within enclosed buildings.
Halls for private clubs, civic organizations, unions and membership organizations or similar places of private assembly	S	P	P	P	In OS-1, subject to conditions in Section 1819
Outdoor batting cages, archery ranges and similar uses	--	--	--	S	Subject to conditions in Section 1835
Outdoor children's amusement parks, miniature golf courses, golf driving ranges and similar uses	--	--	--	S	Subject to conditions in Section 1834
Health clubs, fitness centers, gyms and aerobic clubs, health and fitness center	--	--	S	P	
Indoor recreational facility, including bowling alley, archery range, tennis/racquet ball court, skating rink, athletic field, swimming pool, and other similar uses	--	--	S	P	Must be located at least 100 feet from any front, rear or side yard of any residential lot in an adjacent residential district
<b>Automotive/Transportation</b>					
Automobile car wash, automatic or self-service	--	--	--	S	Subject to conditions in Section 1833
Bus passenger stations	--	--	--	P	
Gasoline service station with or without minor repair and sale of incidental minor accessories or convenience items.	--	--	--	S	Subject to the conditions in Section 1829
Minor automotive repair businesses	--	--	--	S	Subject to conditions in 1830
Dealership for sale of new or used automobiles, boats, house trailers or rental of trailers and/or automobiles	--	--	--	S	Subject to conditions in 1826
Off-street parking lots as primary use	S	S	S	S	Subject to conditions in Section 1202.
Railroad lines, rail spurs and similar rail transport access facilities	P	P	P	P	Subject to conditions in Section 1851
Towing services without an impound or	--	--	--		Subject to conditions in Section 1862

<b>Office &amp; Business Districts Use Table</b>	<b>OS-1</b>	<b>B-1</b>	<b>B-2</b>	<b>B-3</b>	<b>Notes</b>
P= Permitted Use    S=Special Conditional Use    A= Accessory Use    -- = Not permitted					
storage yard, taxi terminals and dispatch facilities, limousine services and bus depots					
<b>Accessory Uses</b>					
Accessory buildings and uses customarily incident to any permitted use in this table	A	A	A	A	
<b>Other</b>					
Wireless communication towers and antennas	See Section 1850				

4. Town Center Districts: Schedule of Uses identifies the uses allowed in the following residential districts:
- a. TC-1 districts: The intent is for a non-residential zone with a mixture of commercial, office, research and development and recreational uses
  - b. TC-2 districts: The intent is for a mixture of commercial, office, residential and recreational uses.
  - c. TC-3 districts: The intent is for commercial and office uses that provide convenience goods and services to residents of the township.
  - d. TC-4 districts: The intent is for primarily residential uses.
  - e. TC-5 district: The intent is for this area to be the civic zone with governmental and civic uses including the Township Hall, District Court, National Guard Armory and Library.

<b>Town Center Districts Use Table</b>	<b>TC-1</b>	<b>TC-2</b>	<b>TC-3</b>	<b>TC-4</b>	<b>TC-5</b>	<b>Notes</b>
P= Permitted Use    S=Special Conditional Use    A= Accessory Use    -- = Not permitted						
<b>Residential Uses</b>						
Detached single family residential		P	P	P		Subject to regulations in Section 1801
Two family residential with individual entrances and garages		P		P		
Attached single family residential/townhouses with individual entrances and garages		P		P		
Residential dwellings on upper floors within mixed-use buildings		P	P			
Live/work units with a dwelling unit on the upper floor above a first floor space under the same ownership that can be used for a commercial use		P	P	S		
Senior assisted living		P	P	P		
Nursing homes		P	P	S	P	
<b>Accessory Uses</b>						

<b>Town Center Districts Use Table</b>	<b>TC-1</b>	<b>TC-2</b>	<b>TC-3</b>	<b>TC-4</b>	<b>TC-5</b>	<b>Notes</b>
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
Accessory home occupations		P	P	P		Subject to conditions in Section 1802
Accessory buildings and uses customarily incident to any permitted use in this table	A	A	A	A	A	
<b>Retail and Services</b>						
Retail establishments within an enclosed building	P	P	P			Floor area 30,000 sq. ft. or less
	S	S	S			Floor area above 30,000 sq. ft.
Drive-thru service accessory to a retail use	S	S	S			
Child care centers, preschool and commercial day care	P	P	P			Subject to the conditions in Section 1861
Dry cleaning drop-off stations	P	P	P			
Gasoline service stations and carwashes	S					
Personal service establishments such as barber/beauty shops dry cleaning drop-off stations, shoe repair shops and tailoring	P	P	P			
<b>Lodging and Restaurants</b>						
Restaurants, taverns, bars, delicatessen, food carryout, and similar establishments serving food or beverages, including sidewalk cafes, but excluding drive-through	P	P	P			Sidewalk cafes are subject to conditions in Section 1825
Drive-through restaurants	S					
Hotels	P	P	P			
Bed and breakfast inns	P	P	P	S		
Banquet halls	S	S	S	S	S	
<b>Office and Financial</b>						
Banks with up to 3 drive-thru teller lanes	P	S	S			
Medical offices, clinics and hospitals	P	P	P			
Professional offices	P	P	P			
Real estate, insurance and investment brokers	P	P	P			
Research and development, including laboratories, prototype development and testing facilities	S					
Veterinary hospital, small animal	S	S	S			
<b>Recreation</b>						
Assembly halls, recreational clubs, fraternal order halls, lodge halls or other similar places of assembly	P	P	P		P	
Golf courses	P	P	P	P	P	
Health clubs, fitness centers, gyms and aerobic clubs	P	P	P			
Indoor recreation such as bowling alleys, racket ball courts, skating rinks and swimming pools	P	P	P	S	P	
Parks, common greens, plazas, public gathering places and open space	P	P	P	P	P	

<b>Town Center Districts Use Table</b>	<b>TC-1</b>	<b>TC-2</b>	<b>TC-3</b>	<b>TC-4</b>	<b>TC-5</b>	<b>Notes</b>
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
<b>Civic</b>						
Houses of worship	P	P	P	S	P	
Public, private or parochial schools	P	P	P	S	P	
Public/government buildings such as; township/state/county offices, public museums, libraries and community centers	P	P	P		P	
Essential public services	P	P	P	P	P	
<b>Other</b>						
Wireless communication towers and antennas	See Section 1850					

5. Industrial Districts Schedule of Uses identifies the uses allowed in the following residential districts:

- a. IRO Industrial research office districts: The intent is to provide for a mixture of office, research and industrial facilities.
- b. I-1 Light industrial districts: The intent is to primarily accommodate wholesale activities, warehouses, and industrial operations whose external, physical effects no manner affect in a detrimental way any of the surrounding districts.
- c. I-2 General industrial districts: The intent is for manufacturing, assembling and fabrication activities including large scale or specialized industrial operations, whose external physical effects will be felt to some degree by surrounding districts.
- d. I-3 Industrial districts: The intent is to provide locations for industrial uses which, due to the nature of activities conducted, are not well suited to locations within I-1 or I-2 districts and whose effects on abutting property as well as beyond the district may impair the use of such abutting property.
- e. I-C Industrial and commercial districts: The intent is to accommodate manufacturing, assembling and fabrication activities including business activities which are not well suited to locations in business districts due to their impact on abutting neighborhoods or due to their requirements for large site areas not available in the township's limited business districts.

<b>Industrial Districts Use Table</b>	<b>IR O</b>	<b>I-1</b>	<b>I-2</b>	<b>I-3</b>	<b>I-C</b>	<b>Notes</b>
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
<b>Industrial Uses</b>						
Blast furnace, steel furnace, blooming or rolling mill			P	P	P	Located not less than 800 feet distance from any residential district and not less than 300 feet distant from any other district
Central dry cleaning plant, service to more than one facility		P	P	P		
Garbage, refuse and rubbish transfer stations			P	P	P	Subject to conditions in Section 1858

<b>Industrial Districts Use Table</b>	<b>IR O</b>	<b>I-1</b>	<b>I-2</b>	<b>I-3</b>	<b>I-C</b>	<b>Notes</b>
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
Heating and electric power generating plants, and all necessary uses			S	S	S	
Incineration of garbage or refuse when conducted within an approved and enclosed incinerator plant			P	P	P	Located not less than 800 feet distance from any residential district and not less than 300 feet distant from any other district
Junkyards and places for dismantling, wrecking and disposing or salvaging of the junk and or refuse material of agricultural and automotive vehicles, paper, glass and other materials of a similar nature, including processing of materials for recycling			P	P	P	Subject to conditions in Section 1842 and Article V. - Junkyards And Automobile Dismantling of the Code of Ordinances Charter Township of Ypsilanti
Lumber and planing mills		S	s		S	Must be in enclosed building and located in the interior of the district so that no property line shall form the exterior boundary of the zoning district
Manufacture of corrosive acid or alkali, cement, lime, gypsum or plaster of Paris.			P	P	P	Located not less than 800 feet distant from any residential district and not less than 300 feet distant from any other district
Manufacture of musical instruments, toys, novelties and metal or rubber stamps, or other small molded rubber products	S	P	P			In IRO, must be in enclosed building
Manufacture of pottery and figurines or other similar ceramic products using only previously pulverized clay, and kilns fired only by electricity or gas	S	P	P			In IRO, must be in enclosed building
Manufacture or assembly of electrical appliances, electronic instruments and devices, radios and phonographs	S	P	P			In IRO, must be in enclosed building
Manufacture, compounding, assembling or treatment of articles or merchandise from the following previously prepared materials: bone, canvas, cellophane, cloth, cork, feathers, felt, fiber, fur, glass, hair, horn, leather, paper, plastics, precious or semiprecious metals or stones, sheet metal (excluding large stamping such as: automobile fenders or bodies), shell, textiles, tobacco, wax, wire, wood (excluding saw and planing mills) and yarns.	S	P	P			In IRO, must be in enclosed building
Manufacture, compounding, processing, packaging or treatment of such products as: bakery goods, candy,	S	P	P			In IRO, must be in enclosed building

<b>Industrial Districts Use Table</b>	<b>IR O</b>	<b>I-1</b>	<b>I-2</b>	<b>I-3</b>	<b>I- C</b>	<b>Notes</b>
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
cosmetics, pharmaceuticals, toiletries, food products, hardware and cutlery; tool, die, gauge and machine shops						
Metal plating, buffing and polishing		S	S		S	Subject to appropriate measures to control the type of process to prevent noxious results and/or nuisances
Mini-warehouses and storage buildings for lease to the public		S	S			Subject to conditions in Section 1839
Petroleum or other inflammable liquids, production, refining or storage			P	P		Located not less than 800 feet distant from any residential district and not less than 300 feet distant from any other district
Sand and gravel extraction			P			Subject to conditions in Section 1854
Smelting of copper, iron or zinc ore			P	P		Located not less than 800 feet distant from any residential district and not less than 300 feet distant from any other district
Storage facilities for building materials, sand, gravel, stone, lumber, storage of contractor's equipment and supplies		P	P			Subject to conditions in Section 1863
Warehouses and storage		P	P			
Uses which have an industrial character in terms of either their outdoor storage requirements or activities such as, but not limited to: lumberyard, building materials outlet, upholsterer, cabinetmaker, outdoor boat, house trailer, automobile garage or agricultural implement sales		S	S	S	S	
<b>Research</b>						
Laboratories, experimental, film or testing	S	P	P			In IRO, must be in enclosed building
Medical laboratories	P	P	P			
Research and development, including laboratories, prototype development and testing facilities, design and pilot or experimental product development	P	P	P			In IRO, must be in enclosed building
<b>Agricultural</b>						
Farm Operation		P	P	P		
Greenhouse & Plant Material Nursery (materials grown and sold on-site)		P	P	P	P	
<b>Office and Financial</b>						
Office buildings	P					
Data processing and computer centers, including service and maintenance of electronic data processing equipment	P					

<b>Industrial Districts Use Table</b>	<b>IR O</b>	<b>I-1</b>	<b>I-2</b>	<b>I-3</b>	<b>I-C</b>	<b>Notes</b>
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
<b>Retail and Services</b>						
Adult entertainment facilities					S	Subject to conditions in Section 1844
Adult/Child Day Care Center + Preschools	S	S				
Commercial kennels		P	P			
Massage establishment					S	Subject to conditions in Section 1845
Medical marihuana dispensaries and medical marihuana nurseries		S	S			Subject to conditions in Section 1841
Pawnbroker, secondhand dealer and junk dealer facilities					S	Subject to conditions in Section 1846
Personal service establishments	S					Permitted as accessory use only in IRO, subject to conditions in Section 1837
Retail	S					Such uses shall comprise not more than 20 percent of the land area of an overall development, subject to conditions in Section 1837
Tattoo facilities					S	Subject to conditions in Section 1847
<b>Lodging and Restaurants</b>						
Hotels	P					
Motels	P					Subject to conditions in Section 1837
Restaurants	S					Subject to conditions in Section 1822.b
<b>Civic/Institutional</b>						
Hospitals	P					
Trade or industrial schools		P	P			No outdoor storage
Parole or probation offices					S	Subject to conditions in Section 1849
Public/government buildings	P					
Public utility buildings, excluding wastewater treatment plants		P	P			
Transfer and electricity and gas service buildings and yards.		P	P			
Wastewater treatment plants				P	S	Subject to conditions in Section 1860
<b>Recreation</b>						
Assembly halls, display halls, convention center, theater or similar places of assembly	P					Conducted in completely enclosed building
Health clubs, fitness centers, gyms and aerobic clubs, health and fitness center	P	S	S			Permitted as accessory use only in IRO
Indoor recreational facility, including bowling alley, archery range, tennis/racquet ball court, skating rink, athletic field, swimming pool, and other similar uses	P	S	S			Permitted as accessory use only in IRO  Must be located at least 100 feet from any front, rear or side yard of any residential lot in an adjacent residential district
Lighted outdoor commercial sports centers, including			P	P		Subject to conditions in Section 1859

<b>Industrial Districts Use Table</b>	<b>IR O</b>	<b>I-1</b>	<b>I-2</b>	<b>I-3</b>	<b>I- C</b>	<b>Notes</b>
P= Permitted Use    S=Special Conditional Use    A= Accessory Use    -- = Not permitted						
baseball and other intense activities						
Outdoor spat ball, simulated war games and similar activities			P			Subject to conditions in Section 1857
Outdoor theaters			S		S	Subject to conditions in Section 1843
Racetracks (including midget auto and karting tracks) and dirt tracks			P			Subject to conditions in Section 1856
<b>Automotive/Transportation</b>						
Airports		S				Subject to conditions in Section 1402.3
Auto engine and body repair, and undercoating shops		S				When conducted in enclosed building
Automobile mechanical component dismantling and recycling					S	Subject to conditions in Section 1848
Freight terminals		P	P			
Railroad transfer and storage tracks, railroad rights-of-way.		P	P			
Railroad lines, rail spurs and similar rail transport access facilities	P	P	P	P	P	Subject to conditions in Section 1851
<b>Accessory Uses</b>						
Accessory buildings and uses customarily incident to any permitted use in this table	A	A	A	A	A	
<b>Other</b>						
Wireless communication towers and antennas	See Section 1850					

**SECTION 3. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE**

**IV:** Township Zoning Ordinance Article IV, entitled “R-1 Through R-4 One-Family Residential Districts” is amended by updating the name of the Article to “R-1 Through R-5 One-Family Residential Districts”; amending Section 401 “Principal uses permitted” and Section 402 “Uses permitted subject to special conditions” as follows, deleting Section 4.03 “Required Conditions” and re-numbering Section 4.04 “Area and Bulk Requirements, as follows:

Sec. 401. - Principal uses permitted:

See schedule of uses in Section 306.2. The following principal permitted uses must meet the regulations below in the one-family residential district:

Sec. 402. - Uses permitted subject to special conditions:

See schedule of uses in Section 306.2.

Sec. 403. - Area and bulk requirements:

See article XX, "Schedule of Regulations" limiting the height and bulk of buildings, the minimum size of lot permitted by land use, the maximum density permitted, and providing minimum yard setback requirements.

**SECTION 4. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE**

**V:** Township Zoning Ordinance Article V, entitled “RM-1 and RM-2 Multiple-Family Residential Districts” is amended by amending Section 501 “Principal uses permitted”, Section

502 “Uses permitted subject to special conditions”, and Section 503 “Required Conditions” as follows:

Sec. 501. - Principal uses permitted:

See schedule of uses in Section 306.2.

Sec. 502. - Uses permitted subject to special conditions:

See schedule of uses in Section 306.2.

Sec. 503. - Required conditions:

1. In the case of multiple-dwelling developments, all site plans shall be submitted to the planning commission and township board for review and approval in accord with sec. 2115 of this ordinance prior to issuance of a building permit. Approval shall be contingent upon a finding that:
  - a. The site plan shows that a proper relationship exists between local streets and any proposed service roads, driveways and parking areas to encourage pedestrian and vehicular traffic safety; and
  - b. All the development features including the principal building or buildings and any accessory buildings, or uses, open spaces, and any service roads, driveways and parking areas are so located and related to minimize the possibility of any adverse effects upon adjacent property, such as, but not limited to: channeling excessive traffic onto local residential streets, lack of adequate screening or buffering of parking or service areas, or building groupings and circulation routes located as to interfere with police or fire equipment access.

**SECTION 5. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE VI:** Township Zoning Ordinance Article VI, entitled “RM-3 and RM-4 Multiple-Family Residential Districts” is amended by amending Section 601 “Principal uses permitted”, Section 602 “Uses permitted subject to special conditions”, and Section 603 “Required Conditions” as follows:

Sec. 601. - Principal uses permitted:

See schedule of uses in Section 306.2.

Sec. 602. - Uses permitted subject to special conditions:

See schedule of uses in Section 306.2.

Sec. 603. - Required conditions:

1. In the case of multiple-dwelling developments, all site plans shall be submitted to the planning commission and township board for review and approval in accord with sec. 2115 of this ordinance prior to issuance of a building permit. Approval shall be contingent upon a finding that:
  - a. The site plan shows that a proper relationship exists between local streets and any proposed service roads, driveways and parking areas to encourage pedestrian and vehicular traffic safety; and
  - b. All the development features including the principal building or buildings and any accessory buildings, or uses, open spaces, and any service roads, driveways and parking areas are so located and related to minimize the possibility of any adverse effects upon adjacent property, such as, but not limited to: channeling excessive traffic onto local residential streets, lack of adequate screening or buffering of parking or service areas, or building groupings and circulation routes located as to interfere with police or fire equipment access.

**SECTION 6. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE VI-A:** Township Zoning Ordinance Article VI-A, entitled “RM-5 Townhouse Residential Districts” is amended by amending Section 651 “Principal uses permitted”, and Section 652 “Uses permitted subject to special conditions” as follows:

Sec. 651. - Principal uses permitted:

See schedule of uses in Section 306.2.

Sec. 652. - Uses permitted subject to special conditions:

See schedule of uses in Section 306.2.

**SECTION 7. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE VII:** Township Zoning Ordinance Article VII, entitled “MHP Mobile Home Park Districts”

is amended by amending Section 701 “Principal uses permitted” to “Principal uses and special conditional uses permitted” as follows and adding new subsection 7.04.9:

Sec. 701. - Principal uses and special conditional uses permitted:

See schedule of uses in Section 306.2.

Sec. 704. - Required conditions:

9. The selling of new and/or used mobile homes as a commercial operation in connection with the operation of a mobile home development is prohibited. New or used mobile homes located on lots within the mobile home development to be used and occupied within the mobile home park may be sold by a licensed dealer and/or broker. This section shall not prohibit the sale of a new or used mobile home by a resident of the mobile home development, provided the development permits the sale.

**SECTION 8. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE VIII:** Township Zoning Ordinance Article VIII, entitled “OS-1 Office Service Districts” is amended by amending Section 801 “Principal uses permitted”, Section 802 “Uses permitted subject to special conditions”, and Section 803 “Required Conditions” as follows:

Sec. 801. - Principal uses permitted:

See schedule of uses in Section 306.3.

Sec. 802. - Uses permitted subject to special conditions:

See schedule of uses in Section 306.3.

Sec. 803. - Required conditions:

1. No interior display shall be visible from the exterior of the building.
2. The outdoor storage of goods or material shall be prohibited.
3. Warehousing or indoor storage of goods or material, beyond that normally incident to the above permitted uses, shall be prohibited.
4. Marginal service roads may be required in accord with sec. 2115.5.d.

**SECTION 9. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE IX:** Township Zoning Ordinance Article IX, entitled “B-1 Local Business Districts” is amended by amending Section 901 “Principal uses permitted”, Section 902 “Required Conditions”, and Section 903 “Uses permitted subject to special conditions”, as follows:

Sec. 901. - Principal uses permitted:

See schedule of uses in Section 306.3.

Sec. 902. - Required conditions:

1. All business establishments shall be retail or service establishments dealing directly with customers.
2. All business, servicing, processing, except for off-street parking or loading, shall be conducted within a completely enclosed building.
3. Marginal service roads may be required in accord with sec. 2115.5.d.

Sec. 903. - Uses permitted subject to special conditions:

See schedule of uses in Section 306.3.

**SECTION 10. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE X:** Township Zoning Ordinance Article VIII, entitled “B-2 Community Business Districts” is amended by amending Section 1001 “Principal uses permitted”, Section 1002 “Required Conditions”, and Section 1003 “Uses permitted subject to special conditions”, as follows:

Sec. 1001. - Principal uses permitted:

See schedule of uses in Section 306.3.

Sec. 1002. - Required conditions:

1. All business establishments shall be retail or service establishments dealing directly with consumers.
2. All business, servicing or processing, except for off-street parking, loading and those open air uses indicated as being subject to special conditions in sec. 1003 below, shall be conducted within completely enclosed buildings.
3. Marginal service roads may be required in accord with sec. 2115.5.d.

Sec. 1003. - Uses permitted subject to special conditions:

See schedule of uses in Section 306.3.

## **SECTION 11. AMENDMENT TO TOWNSHIP ZONING ORDINANCE**

**ARTICLE XI:** Township Zoning Ordinance Article VIII, entitled “B-3 General Business Districts” is amended by amending Section 1101 “Principal uses permitted”, Section 1102 “Required Conditions”, and Section 1103 “Uses permitted subject to special conditions”, as follows:

Sec. 1101. - Principal uses permitted:

See schedule of uses in Section 306.3.

Sec. 1102. - Uses permitted subject to special conditions:

See schedule of uses in Section 306.3.

Sec. 1103. - Required conditions:

1. Marginal service roads may be required in accord with section 2115.5.d.

## **SECTION 12. AMENDMENT TO TOWNSHIP ZONING ORDINANCE**

**ARTICLES XI-A, XI-B, XI-C:** The regulations in Article XI-A “B-4 Auto-Oriented Business District”, Article XI-B “B-5 East Michigan Avenue Business District” and Article XI-C “B-6 Ecorse/Ford Business District” are deleted and replaced with Reserved articles.

## **SECTION 13. AMENDMENT TO TOWNSHIP ZONING ORDINANCE**

**ARTICLE XI-D:** Township Zoning Ordinance Article XI-D, entitled “Town Center District” is amended by amending Section 1172.1 “Use Permitted” as follows:

1. Uses permitted. See Section 306.4.

## **SECTION 14. AMENDMENT TO TOWNSHIP ZONING ORDINANCE**

**ARTICLE XII:** Township Zoning Ordinance Article XII, previously reserved, is amended as entitled “P-1 Vehicular Parking Districts” as follows:

### **ARTICLE XII. P-1 VEHICULAR PARKING DISTRICTS**

Sec. 1200. - Intent:

The P-1 vehicular parking districts are intended to permit the establishment of areas to be used solely for off-street parking of private passenger vehicles as a use incidental to a principal use. This district will generally be provided by petition or request to serve a use district which has developed without adequate off-street parking facilities. The following regulations shall apply to all P-1 districts.

Sec. 1201. - Principal uses permitted:

Premises in such districts shall be used only for an off-street vehicular parking area and shall be developed and maintained subject to such regulations as are hereinafter provided.

Sec. 1202. - Required conditions:

1. The parking area shall be accessory to, and for use in connection with, one or more businesses, or industrial establishments, located in adjoining business or industrial districts, or in connection with one or more existing professional or institutional office buildings or institutions.
2. Such parking lots shall be contiguous to an RM or nonresidential district. Parking areas may be approved when adjacent to said districts, or on the end of a block where such areas front on a street which is perpendicular to that street servicing the district. There may be a private driveway or public street or public alley between such P-1 district and above-listed districts.

3. Parking area shall be used solely for parking of private passenger vehicles, for periods of less than one day and shall not be used as an off-street loading area.
4. No commercial repair work or service of any kind, or sale or display thereof, shall be conducted in such parking area.
5. No signs of any kind, other than signs designating entrances, exits and conditions of use, shall be maintained on such parking area.
6. No building other than those for shelter of attendants shall be erected upon the premises and they shall not exceed 15 feet in height.
7. Applications for P-1 district rezoning shall be made by submitting a dimensional layout of the area requested showing the intended parking plans in accordance with secs. 2104 and 2105.

Sec. 1203. - Minimum distances and setbacks:

1. *Side and rear yards.* Where the P-1 district is contiguous to the side or rear lot lines of premises within a residentially zoned district, the required wall shall be located along said lot line.
2. *Front yards.* Where the P-1 district is contiguous to a residentially zoned district which has a common frontage on the same block with residential structures, or wherein no residential structures have been yet erected, there shall be a setback equal to the required residential setback for said residential district, or a minimum of 25 feet, or whichever is the greater. The required wall shall be located on this minimum setback line unless, under unusual circumstances, the planning commission finds that no good purpose would be served. The land between said setback and street right-of-way line shall be kept free from refuse and debris and shall be planted with shrubs, trees or lawn and shall be maintained in a healthy, growing condition, neat and orderly in appearance.

Sec. 1204. - Parking space layout, standards, construction and maintenance:

P-1 vehicular parking districts shall be developed and maintained in accordance with the requirements of article XXI, "General Provisions."

**SECTION 15. AMENDMENT TO TOWNSHIP ZONING ORDINANCE**

**ARTICLE XIII:** Township Zoning Ordinance Article XIII, entitled "IRO Industrial Research Office District" is amended by amending Section 1301 "Principal uses permitted", Section 1302 "Uses permitted subject to special conditions", and Section 1103 "Required Conditions", as follows:

Sec. 1301. - Principal uses permitted:

See Section 306.5.

Sec. 1302. - Uses permitted subject to special conditions:

See Section 306.5.

Sec. 1303. - Required conditions:

1. The outdoor storage of goods or materials shall be prohibited.
2. Any use established in the IRO district shall be operated so as to comply with the performance standards set forth hereinafter in sec. 2120.
3. All uses shall receive site plan review and approval by the planning commission prior to the issuance of any building permit.
4. Marginal access roads may be required in accord with sec. 2115.5.d.

**SECTION 16. AMENDMENT TO TOWNSHIP ZONING ORDINANCE**

**ARTICLE XIV:** Township Zoning Ordinance Article XIV, entitled "I-1 Light Industrial Districts" is amended by amending Section 1401 "Principal uses permitted", Section 1402 "Uses permitted subject to special conditions", adding Section 1403 "Required Conditions" and re-numbering Section 14.03 to 14.04 "Area and bulk requirements", as follows:

Sec. 1401. - Principal uses permitted:

See Section 306.5.

Sec. 1402. - Principal uses permitted subject to special conditions:

See Section 306.5.

Sec. 1403. - Required conditions:

1. Any land used for open storage facilities for materials or equipment used in the a permitted or special conditional use shall be totally obscured by a wall on those sides

abutting any residential, office, or business district, and on any front yard abutting a public thoroughfare except as otherwise provided in section 2113. In I-1 districts, the extent of such a wall may be determined by the planning commission on the basis of usage. Such a wall shall not be less than four feet six inches in height and may, depending upon land usage, be required to be eight feet in height and shall be subject further to the requirements of article XXI "General Provisions." A chainlink fence, with intense evergreen shrub planting, shall be considered an obscuring wall. The height shall be determined in the same manner as the wall height as above set forth

Sec. 1404. - Area and bulk requirements:

See article XX, "Schedule of Regulations" limiting the height and bulk of buildings, the minimum size of lot by permitted land use and providing minimum yard setback requirements.

## **SECTION 17. AMENDMENT TO TOWNSHIP ZONING ORDINANCE**

**ARTICLE XV:** Township Zoning Ordinance Article XV, entitled “I-2 General Industrial Districts” is amended by amending Section 1501 “Principal uses permitted” as follows, adding Section 1502 “Uses permitted subject to special conditions”, and re-numbering Section 15.02 to 15.03 “Area and bulk requirements”, as follows:

Sec. 1501. - Principal uses permitted:

See Section 306.5.

Sec. 1502. – Principal uses permitted subject to special conditions:

See Section 306.5.

Sec. 1503. - Area and bulk requirements:

See article XX, "Schedule of Regulations" limiting the height and bulk of buildings, the minimum size of lot by permitted land use, and providing minimum yard setback requirements.

## **SECTION 18. AMENDMENT TO TOWNSHIP ZONING ORDINANCE**

**ARTICLE XVI:** Township Zoning Ordinance Article XVI, entitled “I-3 Industrial Districts” is amended by amending Section 1601 “Principal uses permitted” as follows, adding Section 1602 “Uses permitted subject to special conditions”, and re-numbering Section 16.02 to 16.03 “Area and bulk requirements”, as follows:

**ARTICLE XVI. - I-3 INDUSTRIAL DISTRICTS**

Sec. 1601. - Principal uses permitted:

See Section 306.5.

Sec. 1602. – Principal uses permitted subject to special conditions:

See Section 306.5.

Sec. 1603. - Area and bulk requirements:

See article "Schedule of Regulations" limiting the height and bulk of buildings, the minimum size of lot permitted by land use, and minimum yard setbacks.

## **SECTION 19. AMENDMENT TO TOWNSHIP ZONING ORDINANCE**

**ARTICLE XVII:** Township Zoning Ordinance Article XVII, entitled “IRO Industrial and Commercial Districts” is amended by amending Section 1701 “Principal uses permitted” and Section 1702 “Uses permitted subject to special conditions”, as follows:

Sec. 1701. - Principal uses permitted:

See Section 306.5.

Sec. 1702. - Uses permitted subject to special conditions:

See Section 306.5.

**SECTION 20. AMENDMENT TO TOWNSHIP ZONING ORDINANCE**

**ARTICLE XVIII:** Township Zoning Ordinance Article XVII, previously “P-1 Vehicular Parking Districts”, is amended to be “Specific Use Provisions”, as follows:

**ARTICLE XVIII SPECIFIC USE PROVISIONS**

Sec. 1800. - Intent:

The intent of this Article is to provide standards for specific uses, whether regulated as a principal permitted use, accessory use or a special conditional use,

Sec. 1801. – Detached single family dwelling units

All detached single-family dwelling units shall be reviewed by the building official subject to the following conditions:

- a. Dwelling units shall conform to all applicable township codes and ordinances. Any such local requirements are not intended to abridge applicable state or federal requirements with respect to the construction of the dwelling. Dwelling units shall be constructed to the requirements of the Michigan Construction Code Act of 1972 (Act No. 230 of the Public Acts of Michigan of 1972, as amended) and the National Manufactured Housing Construction and Safety Standards Act of 1974, as amended.
- b. The setbacks, gross floor area and lot coverage of any proposed single family dwelling unit shall comply with the standards set forth in section 2000.
- c. Dwelling units shall be permanently attached to a perimeter foundation. In instances where the applicant elects to set the dwelling on piers or other acceptable foundations which are not at the perimeter of the dwelling, then a perimeter wall shall also be constructed. Any such perimeter wall shall be constructed of durable materials and shall also meet all local requirements with respect to materials, construction and necessary foundations below the frostline. Any such wall shall also provide an appearance which is compatible with the dwelling and other homes in the area.
- d. Dwelling units shall be provided with exterior finish materials similar to the dwelling units on adjacent properties or in the surrounding residential neighborhood.
- e. Dwelling units shall have a roof with a minimum 4:12 pitch and minimum eight-inch eave, and with a drainage system that will collect and concentrate the discharge of storm water or snow away from the sides of the dwelling. The roof shall have wood shake, asphalt or other acceptable shingles, and meet the snow load standards for southern Michigan.
- f. Dwelling units shall be oriented on the lot to be consistent with the configuration of dwelling units on adjacent properties and in the surrounding residential neighborhood. All dwelling units shall have width to depth and depth to width ratio that does not exceed three to one (3:1). All dwelling units shall have a minimum width dimension of 24 feet.
- g. Dwelling units shall be oriented toward the public right-of-way such that the facade that faces the street is manifestly designed as a front facade containing a door, windows and other architectural features customary of the front facade of a residence. There shall be a minimum of two exterior doors with one facing the street. All entrances shall be provided with steps, a stoop or porch that is permanently attached, on a frost depth foundation, either to the perimeter wall.
- h. The dwelling shall contain storage capability in a basement located under the dwelling, in an attic area, in closet areas, or in a separate structure of standard construction similar to or of better quality than the principal dwelling, which storage area shall be equal to ten percent of the square footage of the dwelling or 100 square feet, whichever shall be less.
- i. Any such home shall be anchored by an anchoring system approved by the township.
- j. The zoning administrator may request a review by the planning commission of any dwelling unit with respect to items d., e. and f., above. The planning commission shall review the proposed dwelling at a hearing where notice of such hearing shall be provided to all occupants of dwellings within 300 feet of the lot to contain the proposed dwelling. The zoning administrator or planning commission shall not seek to discourage architectural variation, but shall seek to promote the reasonable compatibility of the character of dwelling units, thereby protecting the economic welfare and property value of surrounding residential uses and the township at large. In reviewing any such proposed dwelling unit, the zoning administrator may require the applicant to furnish such plans, elevations and similar documentation as the zoning administrator deems necessary to permit a complete review and evaluation of the proposal. When comparing the proposed dwelling unit to similar types of dwelling areas, consideration shall be given to comparable types of homes within 300 feet. If the area within 300 feet does not contain any such homes, then the nearest 25 similar type dwellings shall be considered.
- k. The provisions of this section shall not apply to manufactured homes situated in licensed manufactured housing communities.

Sec. 1802. – Home Occupations:

Home occupation subject to the following:

- a. No home occupation shall be permitted that:

- (1) Changes the outside appearance of the dwelling or is visible from the street.
  - (2) Generates traffic, parking, sewerage or water use in excess of what is normal in the residential neighborhood.
  - (3) Creates noise, vibration, glare, fumes, odors or results in electrical interference, or becomes a nuisance.
  - (4) Results in outside storage or display of anything including a sign.
  - (5) Requires the employment of anyone in the home other than one dwelling occupant.
  - (6) Requires exterior building alterations to accommodate the occupation.
  - (7) Occupies more than 20 percent of the ground floor area of the dwelling, or 50 percent of a detached garage.
  - (8) Requires parking for customers or visits for business purposes that cannot be accommodated on the site and/or not exceeding one parking space at curb side on the street.
  - (9) Requires the delivery of goods or the visit of customers before 6:00 a.m. and after 8:00 p.m.
  - (10) Would generate 20 or more customers or visits for business purposes by persons per week.
- b. The following are permitted home occupations provided they do not violate any of the provisions of the previous paragraph:
- (1) Dressmaking, sewing and tailoring.
  - (2) Painting, sculpturing or writing.
  - (3) Telephone answering.
  - (4) Home crafts, such as model making, rug weaving and lapidary work.
  - (5) Tutoring, limited to four students at a time.
  - (6) Computer application not including sale of computers.
  - (7) Salesperson's office or home office of a professional person.
  - (8) Laundering and ironing.
  - (9) Repair of clocks, instruments or other small appliances which do not create a nuisance due to noise, vibration, glare, fumes, odors or result in electrical interference.
  - (10) Barbershops and beauty parlors; limited to one operator.
  - (11) Dance studios; limited to four students at a time.
- c. The following are prohibited as home occupations:
- (1) Private clubs.
  - (2) Repair shops which may create a nuisance due to noise, vibration, glare, fumes, odors or electrical interference.
  - (3) Restaurants.
  - (4) Stables or kennels.
  - (5) Tourist homes.
  - (6) Automobile repair or paint shops.
  - (7) Medical marihuana dispensaries.
  - (8) Medical marihuana nurseries.
- d. Any proposed home occupation that is neither specifically permitted by paragraph b. nor specifically prohibited by paragraph c. shall be considered a special use and be granted or denied upon consideration of those standards contained in paragraph a. above and under the procedures specified in sec. 402.
- e. Home occupations are limited to those who legally reside in the residence.

#### Sec. 1803. – Keeping of chickens

The keeping of up to four hens on those parcels of land separately owned outside the boundaries of either a proprietary, supervisor's plat or site condominium and having an area of not less than one acre; subject to the health and sanitation provisions of the Township of Ypsilanti subject to the following:

- a. The principle use of the property where the hens are to be kept is as a single-family dwelling as defined by the Township Zoning Ordinance
- b. Hens may only be kept by a person permanently residing at the subject residence.
- c. The keeping of roosters shall be prohibited.

- d. Chickens shall be provided with a secure, well-ventilated, roofed, and lockable structure (heretofore referred to as a "hen house") which shall not exceed 25 square feet in area.
- e. A covered enclosure or fenced enclosure, constructed in a workmanlike manner, shall be erected around the hen house to prevent the hens from leaving the enclosed area.
- f. No enclosure shall be located closer than 20 feet from a property line nor shall it be located closer than 40 feet to any adjacent residential structure.
- g. Both the hen house and the fenced pen, run, or enclosure must be located in the rear yard.
- h. All enclosures for the keeping of chickens shall be constructed or repaired to prevent rats, mice or other rodents from being harbored underneath, within, or within the walls of the enclosure.
- i. All food shall be stored indoor and within a rodent-proof container.
- j. The slaughtering of hens shall be prohibited.
- k. Waste materials (feed, manure and litter) should be disposed of in an environmentally responsible manner. The materials can be composted or bagged and disposed of in the trash. It is not acceptable to pile waste materials on the property.

**Sec. 1804. – Farm Operations in one-family residential districts**

Farm operations in residential districts are limited to those parcels of land separately owned outside the boundaries of either a proprietary or supervisor's plat, having an area of not less than five acres, all subject to the Generally Accepted Agricultural Management Practices as adopted by the Michigan Commission of Agriculture and Rural Development.

**Sec. 1805. – Institutional or community recreation centers and nonprofit swimming pool clubs**

Institutional or community recreation centers and nonprofit swimming pool clubs, all subject to the following conditions:

- a. The site shall have at least one property line abutting a major thoroughfare as designated on the major thoroughfare plan, and the site shall be so planned as to provide all access in accordance with sec. 2118.
- b. Front, side and rear yards shall be at least 80 feet wide, and shall be landscaped in trees, shrubs, and grass. All such landscaping shall be maintained in a healthy condition. There shall be no parking or structures permitted in these yards, except required entrance drives and those walls used to obscure the use from abutting residential districts.
- c. Off-street parking shall be provided so as to accommodate not less than one-half of the member families and/or individual members. The planning commission may modify the off-street parking requirements in those instances wherein it is specifically determined that the users will originate from the immediately adjacent areas, and will therefore be pedestrian. Prior to the issuance of a building permit or zoning compliance permit, bylaws of the organization shall be provided in order to establish the membership involved for computing the off-street parking requirements. In those cases wherein the proposed use or organization does not have bylaws or formal membership, the off-street parking requirement shall be determined by the planning commission on the basis of usage.
- d. Whenever a swimming pool is constructed under this ordinance, said pool area shall be provided with a protective fence, six feet in height, and entry shall be provided by means of a controlled gate.

**Sec. 1806. – Golf Courses**

Golf courses, which may or may not be operated for profit, subject to the following conditions:

- a. The site shall be so planned as to provide all access in accordance with sec. 2118.
- b. The site plan shall be laid out to achieve a relationship between the major thoroughfare and any proposed service roads, entrances, driveways, and parking areas which will encourage pedestrian and vehicular traffic safety.
- c. In residential zoning districts where golf courses are allowed (R-1 to R-5, RM-1 to RM-4), development features including the principal and accessory buildings and structures shall be so located and related as to minimize the possibilities of any adverse effects upon adjacent property. All principal or accessory buildings shall be not less than 200 feet from any property line abutting residentially zoned lands; provided that where topographic conditions are such that buildings would be screened from view, the planning commission may modify this requirement.
- d. Whenever a swimming pool is to be provided, said pool shall be provided with a protective fence, six feet in height, and entry shall be provided by means of a controlled gate.

**Sec. 1807. – Colleges and Universities**

Colleges, universities and other such institutions of higher learning, public and private, offering courses in general, technical, or religious education and not operated for profit, all subject to the following conditions:

- a. Any use permitted herein shall be developed only on sites at of least 40 acres in area, and shall not be permitted on any portion of a recorded subdivision pat.

- b. All access to said site shall be in accordance with sec. 2118.
- c. No building shall be closer than 80 feet to any property line.

**Sec. 1808. – Bed and breakfasts**

Bed and breakfasts are subject to the following conditions:

- a. Such dwelling units shall conform to all applicable township codes and ordinances.
- b. Such dwellings shall be located only on major or secondary thoroughfares as designated on the township master plan and shall be located on lots or parcels of not less than 12,000 sq. ft. area.
- c. Not more than 49 percent of the total floor space of the dwelling unit may be used for leasable sleeping rooms.
- d. The leasable sleeping rooms shall have a minimum size of 100 square feet for each two occupants with an additional 30 square feet for each additional occupant, not to exceed a maximum of four occupants per room.
- e. Each leasable sleeping room must have a separate operating smoke detector alarm.
- f. Lavatory and bathing facilities must be available to all persons using any leasable sleeping room.
- g. There will be no separate cooking facilities available to persons using any leasable sleeping room.
- h. There will be at least two exits from each level of the dwelling units.
- i. The maximum length of stay for any person using any leasable sleeping room is 14 consecutive days.
- j. Every operator of such dwelling unit must keep a list of the names and addresses of all persons staying at the dwelling unit. The guest register must be available for inspection by township officials at any time.
- k. The operations of the dwelling unit will not be permitted to endanger, offend, or otherwise interfere with the safety or rights of others so as to constitute a public nuisance.

**Sec. 1809. - Public riding and/or boarding stables**

Public riding and/or boarding stables may be permitted in residential districts under the following conditions:

- a. The location, size, and setbacks must comply with the currently adopted Michigan Department of Agriculture and Rural Development Generally Accepted Agricultural and Management Practices for Site Selection and Odor Control for New and Expanding Livestock Facilities.
- b. Manure management must comply with the currently adopted Michigan Department of Agriculture and Rural Development Generally Accepted Agricultural and Management Practices for Manure Management and Utilization.
- c. Ingress and egress to the stable shall be solely through the parcel in question which shall abut a public right-of-way. Adequate off-street parking shall be provided on the site and shall be located at least 100 feet from the perimeter of the site.
- d. Lighting for exterior illumination shall be directed away from and shall be shielded from adjacent residential districts.
- e. A plot plan drawn to scale shall be submitted showing ingress and egress, parking and lighting.

**Sec. 1810 – Private stables**

Private stables may be permitted in residential districts as an accessory use, for not more than one horse on a lot where said lot is not less than four acres in area and provided further, that for each additional horse stabled thereon one acre of land shall be provided. All confinement areas and/or stable buildings shall in all instances be located in the rear yard and shall not be less than 100 feet from any property line.

**Sec. 1811. - Greenhouses and plant material nurseries in one-family residential districts**

Plant material nurseries and greenhouses may be permitted in residential districts subject to the following conditions:

- a. The minimum site size shall be five acres and so located as to provide all ingress and egress directly onto a major thoroughfare.
- b. All required yards shall be not less than 50 feet wide when abutting any R residential district.

**Sec. 1812. – Cemeteries**

Cemeteries may be permitted subject to the following conditions:

- a. The location of the cemetery shall be permitted in any quarter section of an R district when such quarter section does not have more than 51 percent of its land area in recorded plats.

- b. All sides of the cemetery shall be adequately screened from any residential view.
- c. Final approval shall be given contingent on a satisfactory drainage plan approved by the township engineer.

Sec. 1813. - Seasonal sale of produce on farm operations

- a. Off-street parking shall be provided with ingress and egress provided to minimize traffic hazards on public streets. Paving of parking areas as required in sec. 2105 shall not be required; however, parking areas shall be surfaced and maintained in a dustfree condition at all times.
- b. Signs shall be limited to sizes and locations in keeping with sec. 2009. In addition to sign regulation provided in sec. 2009, not more than two temporary signs totaling not more than 12 square feet in the aggregate may be utilized.
- c. Any buildings, or structures, to be erected and any produce to be sold in the open shall meet all setback requirements of the district in which it is located.
- d. In those instances where produce is to be sold on a farm property with buildings already in existence on the site, sale of produce may be conducted within existing yards, provided setbacks meet the requirements of the district in which it is located.
- e. All temporary buildings and structures shall be constructed, used, occupied and maintained in compliance with the provisions of the state construction code and all applicable ordinances by the township. Permits shall be issued for six-month periods.

Section 1814. – Institutional farms

Institutional farms are subject to the following:

- a. A site of not less than 60 acres shall be required.
- b. A frontage of not less than 100 feet on a public road shall be required.
- c. Farming shall be a primary activity conducted on the premises. Not less than 95 percent of such site shall be utilized as open land for crop cultivation.
- d. The site shall be located on a major thoroughfare as designated on the township master plan and such thoroughfare shall have a paved surface.
- e. Buildings shall be located no nearer than 80 feet to any property line.
- f. A landscaped screening area not less than 40 feet wide shall be provided on those sides of the property where homes exist on abutting properties.
- g. Activities which create any of the following impacts beyond the property line of the farm shall be prohibited:
  - (1) Activities which exceed noise levels of 70 decibels at the property line.
  - (2) Activities which generate vibration felt at the property line.
  - (3) Activities which generate electronic interference beyond the property line.
  - (4) Lighting of an intensity greater than for normal farming activities.
- h. Farming activities that normally produce effects felt beyond the immediate farm property line that are consistent with those effects produced by other farms in the immediate area shall be permitted.
- i. Parking areas shall be provided for all residents, caretakers, instructors and administrative personnel. Visitor parking and parking for any event conducted on the premises shall be provided as off-street parking.
- j. A site plan prepared in accordance with sec. 2115 shall be drawn to scale and submitted for review under this section.
- k. Landscape screening, where required, shall be provided in accord with sec. 2108.
- l. Not more than 13 resident patients per acre may reside on that portion of the farm occupied by buildings. The portion of the farm occupied by buildings shall not exceed five percent of the total farm property.

Sec. 1815. - Keeping of more than four dogs in in one-family residential districts

The keeping of more than four dogs owned by the resident of a property as pets not boarded for others subject to the following conditions:

- a. All dogs shall be licensed per Chapter 14, Article III of the Code of Ordinances of the Charter Township of Ypsilanti.
- b. A nontransferable permit shall be required stating dog ownership and the number of dogs to be kept. The permit shall be required to be renewed annually. Such renewal may be given by the building official provided no increase in number of dogs or violation of any provision of this ordinance or other ordinances has occurred in the prior year or is evident at the time of renewal.

- c. The yard area in which dogs are allowed to run shall be securely fenced and shall not be placed in such a location as to become a nuisance to abutting properties or the neighborhood.
- d. Outdoor areas in which dogs are kept shall be kept free of dog droppings, decayed food and odors. Noticeable odors or an excessive accumulation of insects shall be reason for revocation of the special permit.
- e. A plot plan shall be submitted showing the location and fencing of the outdoor areas in which dogs are kept and showing the relationship to public streets, abutting properties and buildings on abutting properties.

Sec. 1816. - Convalescent homes and nursing homes

Convalescent homes or nursing home must meet following conditions:

- a. The site shall be so developed as to create a land to building ratio on the lot or parcel whereby for each one bed in the convalescent home there shall be provided not less than 1,500 square feet of open space. The 1,500 square feet of land area per bed shall provide for landscape setting, off-street parking, service drives, loading space, yard requirements, employee facilities, and any space required for accessory uses. The 1,500-square-foot requirement is over and above the building coverage area.
- b. No building shall be closer than 40 feet to any property line.
- c. Convalescent or nursing homes in the Town Center districts are not subject to the above regulations.

Sec. 1817. – Retail uses accessory to high-rise multiple-family dwelling

Business uses shall be permitted on a high-rise multiple-dwelling site when developed as retail and/or service uses clearly accessory to the main use, within the walls of the main structure, and totally obscured from any exterior view. No identifying sign for any such business and/or service use shall be visible from any exterior view. Such businesses and/or services shall be prohibited on all floors above the first floor or grade level.

Sec. 1818. – Mortuary establishments

Mortuary establishments must provide adequate assembly area off street for vehicles to be used in funeral processions, provided further that such assembly area shall be provided in addition to any required off-street parking area. A caretaker’s residence may be provided within the building of mortuary establishments.

Sec. 1819. - Private clubs, fraternal organizations and lodge halls in the OS-1 district

Private clubs, fraternal organizations and lodge halls in the OS-1 zoning district must meet the following conditions:

- a. The site abuts a major thoroughfare as designated on the township future land use plan.
- b. Access to and from the site can be safely provided to the satisfaction of the county road commission.
- c. No building or parking area shall be located closer than 50 feet to a property line.
- d. All parking shall be screened from view of all abutting residential districts.
- e. Outdoor lighting of a type and location which will not be a nuisance to abutting residential districts shall be provided and any outdoor lighting shall conform with the guidelines set forth in sec. 2110 of the zoning ordinance.

Sec. 1820. – Veterinary clinics

Veterinary clinics, when such use is conducted entirely within an enclosed building. No animal kennels or animal runs shall be allowed outside the principal building. Animal kennels or runs within a principal building shall provide no windows which can be opened to the outside. All buildings are set back at least 100 feet from abutting residential district on the same side of the street.

Sec. 1821. – Veterinary hospitals

All activities are conducted within a totally enclosed main building and provided further that all buildings are set back at least 100 feet from abutting residential district on the same side of the street.

Sec. 1822 – Restaurants

- a. In the OS-1 and B-1 zoning districts, restaurants must meet the following conditions:
  - (1) Service is wholly within the building and no drive-in facilities are provided
  - (2) When adjacent to a residential zoning district boundary, the building shall have a minimum setback of 20 feet from the residential zoning district boundary.

- (3) Parking areas shall be screened from adjacent residential areas in accord with Sec. 2108 and such screening walls shall be constructed of finished materials in harmony with the residential character of abutting residential zones.
- (4) Outdoor lighting, of a type and location which will not be a nuisance to abutting residential districts, shall be provided. The type of lighting and the location of such lighting shall be included on the plan for review by the planning commission.
- (5) All access to the site shall be in accordance with sec. 2118.
- b. In the IRO zoning districts, restaurants or other places serving food and beverages are subject further to the following conditions:
  - (1) Drive-in, fast-food, carry-out or drive-through restaurants are not permitted.
  - (2) The use shall be located within an office structure, hotel or motel building or in a freestanding building within the IRO district directly adjacent to a permitted use in the IRO zoning district.
  - (2) The use is a part of an overall plan for development of not less than 30 acres and shall be part of a service establishment complex for such development.
  - (3) The use shall comprise not more than 20 percent of the land area of an overall development.
  - (4) The location of such uses shall be established at the time of site plan review and approval for the total development complex.
- c. Drive in and drive through restaurants must meet the regulations in Section 1823

Section 1823. – Drive in and drive through facilities

- a. The sale of alcoholic beverages via drive-through service is not permitted. The planning commission may include other restrictions on products sold via the drive-through as applicable.
- b. A setback of at least 60 feet from the right-of-way line of any existing or proposed street must be maintained.
- c. Access points shall be located at least 60 feet from the intersection of any two streets.
- d. All lighting shall be shielded from adjacent residential districts.
- e. When abutting or adjacent to districts zoned for R (residential), a six-foot high, completely obscuring wall, fence or landscaping shall be provided. A four-foot six-inch high partially obscuring wall, fence or landscaping shall be required when abutting all other occupancies. The height of the wall/landscaping/fence shall be measured from the surface of the ground. The wall/landscaping/fence shall extend only to the front yard setback line.
- f. The stacking lane for the drive-through shall be located where it does not conflict with on-site circulation or block access to the site and shall promote pedestrian safety.
- g. A bypass lane for vehicles not utilizing drive-through facilities must be provided. Clear identification and delineation between the drive-through facility and the parking lot shall be provided

Section 1824. – Outdoor storage or display of merchandise, goods or items associated with a permitted use

- a. Such storage shall be strictly and clearly incidental to the principal use and only products and materials owned or produced by the principal business, and equipment owned and operated by the principal use shall be permitted for storage under the subsection.
- b. Location and Size.
  - (1) The location and size of areas for such storage, nature of items to be stored therein, and details of the enclosure, including description of materials, height, and typical elevation of the enclosure shall be indicated on a site plan.
  - (2) Such storage shall not be located within the area between the front face of the building, as extended across the entire width of the lot, and to the right-of-way; in any required side or rear yard; or in any required transition strip.
  - (3) Such storage shall not be located in any required parking or loading space.
- c. Screening. The area for such storage shall be screened from view on all sides. Screening shall be constructed of wood or masonry materials. Wire fences with inserted strips of metal, plastic and similar materials shall not be substituted for the required screening. The screen shall not be less than the maximum height of the product being stored.
- d. The outdoor storage or display shall be located in the side or rear yards of the site. Any stockpiles of soils, fertilizer or similar loosely packaged materials shall be sufficiently covered or contained to prevent dust or blowing of materials.

Section 1825. – Sidewalk and outdoor cafes

Sidewalk or outdoor cafes may be permitted subject to the issuance of a revocable permit to operate a sidewalk cafe or an outdoor cafe as an extension of or compatible with, the existing business on a portion of the public sidewalk or other public area adjacent to the business. The permit may be issued under the following terms and conditions:

- a. Sidewalk or outdoor cafe permits may be issued if it is determined that the occupancy will not:
  - (1) Interfere with the use of the street for pedestrian or vehicular travel.
  - (2) Unreasonably interfere with the view of, access to or use of property adjacent to said street.
  - (3) Reduce any sidewalk width to less than six feet.
  - (4) Interfere with street clearing or snow removal activities.
  - (5) Cause damage to the street or to sidewalks, trees, benches, landscaping or other objects lawfully located therein.
  - (6) Cause a violation of any state or local laws.
  - (7) Be principally used for off-premises advertising.
  - (8) Be attached to or reduce the effectiveness of or access to any utility pole, sign or other traffic control device.
  - (9) Cause increased risk of theft or vandalism.
  - (10) Be in or adjacent to property zoned exclusively for residential purposes.
- b. All businesses selling food or beverages to be consumed in a public sidewalk area or outdoor area adjacent to the business shall enclose the area with a temporary structure approved by the building inspector. All construction shall conform with existing building codes and regulations of the township. Such plans shall also include the location of adequate trash receptacles.
- c. Prior to the issuance of a sidewalk or outdoor cafe permit, the applying business must provide the township with a certificate of liability insurance in an amount to be determined solely by the township. The certificate of insurance must be in effect for at least the period of the permit to be issued. In addition, the applying business shall, by written agreement with the township, indemnify and hold harmless the township from all claims or damages incident to the establishment and operation of a sidewalk cafe.
- d. Prior to the issuance of a permit, a fee as specified from time to time by resolution of the township board, shall be paid by the requesting business for the period of the permit. The period of a sidewalk or outdoor cafe permit shall not exceed 180 days. The dates and duration shall be specified on the permit. The permit shall be subject to immediate revocation for failure to properly maintain the area being used as a sidewalk or outdoor cafe, or for any other violation of this section or any other section.

**Sec. 1826. – Dealership for sale of new or used automobiles, boats, house trailers or rental of trailers and/or automobiles**

1. Outdoor sales space for sale of new or used automobiles, boats, house trailers or rental of trailers and/or automobiles, all subject to the following:
  - a. The lot or area shall be provided with a permanent, durable and dustless surface, and shall be graded and drained as to dispose of all surface water accumulated within the area.
  - b. Access to the outdoor sales area shall be at least 60 feet from the intersection of any two streets.
  - c. No major repair or major refinishing shall be done on the lot.
  - d. All lighting shall be shielded from adjacent residential districts.

**Sec. 1827. - Motels**

Motels are subject to the following conditions:

- a. Access shall be provided so as not to conflict with adjacent business uses or adversely affect traffic flow on a major thoroughfare.
- b. Each unit shall contain not less than 250 square feet of floor area.
- c. No guest shall establish permanent residence at a motel for more than 30 days within any calendar year.

**Sec. 1828. - Retail sales of plant material not grown on the site, lawn furniture, playground equipment and/or garden supplies**

Plant materials nursery for the retail sale of plant materials not grown on the site, and sales of lawn furniture, playground equipment and garden supplies subject to the following conditions:

- a. The storage and/or display of any materials and/or products shall meet all setback requirements of a structure.
- b. All loading and parking shall be provided off street.
- c. The storage of any soil, fertilizer, or other loose, unpackaged materials shall be contained so as to prevent any effects on adjacent uses.

#### Section 1829. - Gasoline Service Station

Gasoline service station for the sale of gasoline, oil and minor accessories only and where incidental repair work is done; provided, however, that other uses permitted and as regulated in the B-3 general business district may be established in conjunction with such gasoline service station, subject to the following conditions:

- a. Gasoline service stations shall directly abut a major thoroughfare as designated in the township's major thoroughfare plan.
- b. The minimum lot area for gasoline service stations shall be 15,000 square feet for stations having no more than two service bays and no more than two pump islands. There shall be added 3,000 square feet for each additional service bay and 1,500 square feet for each additional pump island. At least one street lot line shall be at least 150 feet in length along one major thoroughfare. The lot shall be so shaped and the station so arranged, as to provide ample space for vehicles which are required to wait.
- c. The driveway or curb cuts for access to a service station shall not be permitted at such locations that will tend to create traffic hazards in the streets immediately adjacent thereto. Entrances shall be located no less than ten feet from an adjoining property line, 25 feet if adjacent to residential districts, as extended to the curb or pavement. Entrances shall also be no less than 25 feet from an intersection street right-of-way line extended to the curb or pavement.
- d. A four-foot six-inch masonry obscuring wall shall be provided and maintained on those property lines adjacent to or abutting a residential district.

#### Section 1830. – Minor automotive repair

Minor automotive repair businesses are subject to the following conditions:

- a. Access to such use shall be directly to a major or collector street or shall be to a minor street which has direct access to an abutting major or collector street.
- b. Access to and from such use shall not be cause for traffic to utilize residential streets.
- c. Outdoor storage of parts or materials shall be prohibited unless such storage is within a fenced and obscured area which meets all setback requirements.
- d. Vehicles shall not be allowed to be stored outside the building for more than 48 hours unless awaiting repair for which a "work order," signed by the owner of the vehicle, is posted in the vehicle so as to be visible from outside the vehicle.
- e. Areas for off-street parking required for customer use shall not be utilized for the storage of vehicles awaiting repair.
- f. All vehicle servicing or repair, except minor repairs such as, but not limited to, tire changing and headlight changing, shall be conducted within a building.
- g. Suitable containers shall be provided and utilized for the disposal of used parts and such containers shall be screened from public view.
- h. A four-foot, six-inch obscuring wall shall be provided and maintained on those property lines adjacent to or abutting a residential district.
- i. A site plan shall be submitted to the planning commission for its review and approval prior to the issuance of a building permit.

#### Section 1831. – Arcades and similar uses

Business whose primary activity is maintaining and operating three or more coin-operated amusement devices which are to provide facilities and space for patrons to engage in the playing of pinball games or similar electronic gaming devices, pool, billiard, cards or similar activities, shall only be permitted in the B-3 districts, subject further to the following requirements and conditions:

- a. The site shall not be contiguous to a one-family residential district.
- b. The site shall be so located as to abut a major thoroughfare right-of-way, and all ingress-egress to the site shall be directly from said major thoroughfare.
- c. No such business shall be located within 1,500 feet of a similar business.
- d. No such business shall be located within 200 feet distance from the front door of the business to the front door of any residence in a residential district.

#### Section 1832. – Temporary sidewalk, outdoor and tent sales for principal use

Temporary sidewalk, outdoor and tent sales may be permitted subject to the issuance of a revocable permit to operate a sidewalk, outdoor or tent sales as an extension of or compatible with, the existing business

on a portion of the public sidewalk or other public area adjacent to the business. The permit may be issued under the following terms and conditions:

- a. For all uses, the following conditions must be met:
  - (1) Signs shall be limited to sizes and locations in keeping with sec. 2109.
  - (2) Any buildings, tents or structures to be erected and any product to be sold in the open shall meet all setback requirements of the district in which it is located.
  - (3) All temporary buildings, tents and structures shall be constructed, used, occupied and maintained in compliance with the provisions of the state construction code and all ordinances of the township.
  - (4) Building and fire code requirements shall be complied with.
  - (5) The sale shall not interfere with the use of the sidewalk or street for pedestrian or vehicular travel. Sidewalk width must remain at least six feet wide.
  - (6) The sale shall not unreasonably interfere with the view of, access to or use of property adjacent to the street or neighboring businesses or properties.
  - (7) The sale shall not interfere with street clearing or snow removal activities.
  - (8) The sale shall not cause damage to the street or to sidewalks, trees, benches, landscaping or other objects lawfully located on the property
  - (9) Sales areas shall be located so as to provide adequate access for fire and safety vehicles.
  - (10) A permit shall be required. The proprietor of the property shall apply for a building permit and provide a sketch plan drawn to scale showing the location of the sale, existing and proposed temporary and permanent structures on the entire parcel, parking areas, and parking calculations.
  - (11) Copies of permits required by any other agencies for the use must be included with the permit application.
- b. Seasonal sale of produce from tents, stands or display racks subject to the following conditions:
  - (1) Permits may be issued for up to six-month periods.
  - (2) Off-street parking shall be provided in keeping with standards of secs. 2104 and 2105. In those instances where usable floor area cannot be effectively measured, the sales space utilized shall be measured as usable floor area.
- c. Sidewalk sales areas may be permitted subject to the following:
  - (1) The sidewalk sales area shall abut the building and shall not be placed abutting a parking area or vehicle travelway.
  - (2) Sidewalk sales areas shall not be fenced or enclosed in any manner.
  - (3) Sidewalk sales shall be conducted for no more than 14 consecutive days and permits shall not be issued for consecutive tent sales beyond a 14-day period.
- d. Tent sales may be permitted subject to the following:
  - (1) No more than three tent sales shall be permitted for a business location within a single calendar year.
  - (2) A tent sale shall be conducted for no more than 14 consecutive days and permits shall not be issued for consecutive tent sales beyond a 14-day period.
  - (3) Tent sales when proposed to be conducted on parking areas shall not reduce required parking spaces by more than 15 percent.
  - (4) All tents shall be removed within 48 hours of expiration of the period for which the permit is issued.

#### Section 1833. – Automobile car wash

Automobile carwash are subject to the following:

- a. All buildings shall have a front yard setback of not less than 50 feet.
- b. All washing facilities shall be within a completely enclosed building.
- c. Vacuuming and drying areas may be located outside the building but shall not be in the required front yard and shall not be closer than 25 feet from any residential district.
- d. All cars required to wait for access to the facilities shall be provided space off the street right-of-way and parking shall be provided in accordance with secs. 2104 and 2105.
- e. Ingress and egress points shall be located at least 60 feet from the intersection of any two streets.
- f. All off-street parking and waiting areas shall be hard-surfaced and dustfree.
- g. All lighting shall be shielded and directed away from adjacent residential districts.
- h. A four-foot six-inch completely obscuring wall shall be provided where abutting to a residential district.

Sec. 1834. - Commercial outdoor recreational space for children's amusement parks, miniature golf courses, golf driving ranges and similar uses

Commercial outdoor recreational space for children's amusement parks, miniature golf courses, golf driving ranges and similar uses, subject to the following:

- a. All adjacent properties shall be zoned for other than residential or office use.
- b. The use shall be fenced on all sides with a four-foot six-inch wall or fence.
- c. Adequate parking shall be provided off the road right-of-way and shall be fenced with a four-foot six-inch wall or fence where adjacent to the use.
- d. All lighting shall be shielded and directed away from adjacent residential districts or dwellings in close proximity to the site.
- e. Devices for transmission or broadcasting of voices or music shall be directed or muffled to prevent said sound or music from being audible beyond the property line of the site.
- f. A four-foot six-inch completely obscuring wall or fence must be provided where abutting or adjacent to a residential district. The height of the wall shall be measured from the surface of the ground.

Sec. 1835. - Batting cages, archery ranges and similar activities

Commercial outdoor recreation facilities such as batting cages, archery ranges and similar activities all subject to the following:

- a. No such activity shall be permitted within 200 feet of any residential dwelling.
- b. The lot or area utilized for recreation activity shall be provided with a durable and dustless surface.
- c. Off-street-parking shall be provided in accord with section 1801 et seq. of this ordinance.
- d. Lighting shall be shielded to be directed only on the activity on the site.
- e. Noise levels shall not exceed 70 decibels at the property line of the site.
- f. Hours of operation shall be limited to 8:00 a.m. to 10:00 p.m.
- g. The Planning Commission may require setbacks or fencing in order to protect the safety of those on adjacent parcels.

Sec. 1836. – Smoking lounges

Smoking lounges subject to the following:

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

Sec. 1837. – Accessory retail uses in IRO zoning district

Retail and service uses may be permitted as secondary uses to the principal permitted office uses in the IRO zoning district and are limited to the following uses:

- a. Retail businesses or service establishments.
- b. Personal service establishments, such as but not limited to: repair shops (watches, radio, television, shoe, etc.), tailor shops, beauty parlors or barbershops, laundries or dry cleaners, printing or photographic reproduction, photographic, art or interior decorating studios.
- c. Theaters, bowling alleys, billiard halls, health salons or similar forms of indoor recreation.
- d. Restaurants or other places serving food and beverages, but not including drive-in, fast-food, carry-out or drive-through restaurants and subject further to the following conditions:
  - (1) Such uses shall be located within an office structure or motel building or shall be located in a freestanding building within the IRO district so as to be adjacent to a use designated as being allowed in sec. 1301, paragraphs 2, 3, 4, 5, 6, or 7.
  - (2) Such use shall be planned as a part of an overall plan for development of not less than 30 acres and shall be part of a service establishment complex for such development.
  - (3) The location of such uses shall be established at the time of site plan review and approval for the total development complex.

Sec. 1838. – Airports

Airports subject to all state and federal regulations and subject to all township codes and ordinances and further subject to the following conditions:

- a. An airport shall not be located at the edge of an industrial district which abuts land in the township planned for residential use.

- b. The use shall provide maximum compatibility to abutting uses and to the future land use plan for the immediate area.
- c. Runway location and/or extension shall be reviewed relative to potentials for flight interference in runway approach zones.
- d. Runway location and/or extension shall be reviewed relative to effects on residential areas.
- e. Buildings and structures shall comply with all setback requirements of the I-I district and shall be set back from all runways in accord with all Federal Aviation Agency regulations.
- f. Traffic and parking for the proposed use shall be reviewed to ensure the adequacy of facilities. Parking locations for visitors will be required off the public right-of-way.

Sec. 1839 – Mini Warehouses

Mini-warehouses and storage buildings for lease to the public including the office and dwelling of a caretaker and subject to the following conditions:

- a. A front yard building setback of not less than 40 feet shall be provided, all of which, except for driveway access, shall be landscaped.
- b. Side and rear yard building setbacks of not less than 40 feet shall be provided. Ten feet of width of such yard shall be planted materials sufficient to screen such yards from abutting uses. Side and rear yards may be reduced to 30 feet of width in those instances where a completely obscuring wall not less than six feet in height is provided along the property line for the entire length of the side and rear yards in place of the ten-foot wide plant material screening.
- c. Building shall be spaced not less than 30 feet apart.
- d. Outdoor storage of recreational equipment as an accessory use may be permitted provided that 85 percent of the site shall be occupied with storage buildings and required yards (setback areas) with not more than 15 percent utilized for outdoor storage of recreational equipment. All outdoor storage areas shall be located only in the rear yard of the site and shall be screened with a completely obscuring masonry wall not less than six feet in height located on the property line where such storage area abuts properties not a part of a mini-warehouse facility. Such outdoor storage area shall not be visible from a public street. All recreational equipment shall be in operable condition and appropriately licensed as may be required for such equipment.
- e. Adequate maneuvering space for fire safety vehicles shall be provided.

Sec. 1840. – Indoor recreational facility

- a. All recreational activities shall be conducted within an enclosed building.
- b. Structures shall be set back 100 feet from any abutting residential district, except the planning commission may reduce the setback to 50 feet where the adjacent residentially zoned property is a public park or recreation area.
- c. The off-street parking, passenger loading/unloading and general size layout and its relationship to the surrounding land uses and roads shall be reviewed by the planning commission, who may impose reasonable restrictions or requirements to insure contiguous residential areas will be adequately protected.
- d. A parking study shall be prepared to determine the required number of parking spaces. The study shall indicate to the maximum capacity of the facility, the maximum number of participants that can be involved in the events, with an overlap between two consecutive events, and the maximum number of spectators. Such study shall utilize parking generation estimates based upon the Institute of Transportation Engineers Parking Generation Manual and also a comparison of three similar facilities in the area.
- e. The applicant shall provide documentation showing that the size of the site is adequate, using national facility standards.
- f. Operational hours may be restricted by the planning commission in consideration of adjacent land uses and zoning. All outdoor activities, including floodlighting, public address systems, etc. must cease at 11:00 p.m.
- g. All buildings shall be permanent structures. Inflated domes are not permitted.

Sec. 1841. - Medical marihuana dispensaries and medical marihuana nurseries

- a. No medical marihuana dispensary or medical marihuana nursery shall be located within 1,000 feet of any other medical marihuana dispensary or medical marihuana nursery nor within 1,000 feet of any of the following uses:
  - (1) Any church, synagogue, mosque or any house of worship.
  - (2) Any school, public or private, having a curriculum including kindergarten or any one or more of the grades one through 12.
  - (3) Any child care organization.
  - (4) Any public library.

- (5) Any residentially zoned district or residential use.
- (6) Any community college, university or professional school.
- b. All activity related to a medical marihuana dispensary or medical marihuana nursery including, but not limited to, growing shall be done indoors in a locked structure.
- c. Medical marihuana dispensary and medical marihuana nurseries shall be operated in compliance with the provisions of the Michigan Department of Community Health and the Medical Marihuana Act MCL 333.26421 et seq.
- d. Smoking, inhalation, or consumption of medical marihuana shall not be allowed on the site of the medical marihuana dispensary or medical marihuana nursery.
- e. No qualifying patients under the age of 18 shall be permitted in the medical marihuana dispensary or medical marihuana nursery at any time except in the presence of qualifying patient's parent or legal guardian or their primary caregiver.
- f. No retail sales of drug paraphernalia are permitted at the medical marihuana dispensary or medical marihuana nursery, except to qualifying patients or their primary caregivers.
- g. Each medical marihuana dispensary or medical marihuana nursery shall display in a manner legible and visible to its clientele:
  - (1) Notice that qualifying patients under the age of 18 are not allowed in the medical marihuana dispensary or medical marihuana nursery except in the presence of his/her parent or legal guardian;
  - (2) No consumption, inhalation or consumption of medical marihuana shall occur within the vicinity of the medical marihuana dispensary or medical marihuana nursery.
- h. Only operators and their employees, qualifying patients, parents or guardians of qualifying patients under 18 years of age, and their primary caregiver may be permitted to enter a medical marihuana dispensary or medical marihuana nursery for the purpose of obtaining medical marihuana or other goods or products associated with its use.
- i. Medical marihuana nurseries can grow a maximum of 72 marihuana plants.

#### Sec. 1842 – Junkyards

Junkyards and places for dismantling, wrecking and disposing or salvaging of the junk and or refuse material of agricultural and automotive vehicles, paper, glass and other materials of a similar nature, including processing of materials for recycling, subject to the following conditions:

- a. All ordinances of the township, county and state as applied to these activities are complied with.
- b. No such use shall be allowed within 200 feet of a residential district.
- c. Open burning of materials or the open burning of junk cars shall be prohibited.
- d. Storage areas shall be obscured from public view and the storage area shall be entirely enclosed by an eight-foot obscuring wall or fence.
- e. A site plan in full detail and drawn to scale shall be submitted in accordance with sec. 2115 of the township zoning ordinance.
- f. A plan shall be submitted showing proposed use of property as it relates to abutting properties where such property abuts a district other than an I-3 industrial district.

#### Sec. 1843 – Outdoor Theaters

Outdoor theaters subject to the following conditions:

- a. The proposed internal design shall receive approval from the building official and the township engineer as to adequacy of drainage, lighting and other technical aspects.
- b. All vehicles, waiting or standing to enter the facility, shall be provided off-street waiting space. No vehicle shall be permitted to wait or stand within a dedicated right-of-way.
- c. The area shall be so laid out as to prevent the movie screen from being viewed from residential areas or adjacent major thoroughfares. All lighting used to illuminate the area shall be so installed as to be confined within, and directed onto, the premises of the outdoor theater site.
- d. Outdoor theaters shall abut major thoroughfares and points of ingress and egress shall be available only from such major thoroughfare.

#### Sec. 1844 – Adult entertainment facilities

Because minors are excluded from such facilities by virtue of age, the location of such activities shall be limited to I-C industrial commercial districts, subject to the following conditions:

- a. No adult entertainment facility shall be permitted within 1,000 feet of a church or a public or private school property.

- b. No adult entertainment facility shall be permitted within 1,000 feet of a district zoned for residential use.
- c. All other requirements of the I-C district regarding height, area, setback, screening walls, signs, etc., shall be complied with.
- d. The distances provided in this section shall be measured by following a straight line, without regard to intervening buildings, from the nearest point of the property parcel line upon which the proposed use is to be located or the zoning district boundary, or major thoroughfare right-of-way line from which the proposed land use is to be separated.

Sec. 1845 – Massage establishments

Massage establishment subject to the following conditions:

- a. No massage establishment shall be permitted within 1,000 feet of a church or a public or private school property.
- b. No massage establishment shall be permitted within 1,000 feet of a district zoned for residential use.
- c. All other requirements of the I-C district regarding height, area, setback, screening walls, signs, etc., shall be complied with.
- d. The distances provided in this section shall be measured by following a straight line, without regard to intervening buildings, from the nearest point of the property parcel line upon which the proposed use is to be located or the zoning district boundary line from which the proposed land use is to be separated.

Sec. 1846 - Pawnbroker, secondhand dealer and junk dealer

Pawnbroker, secondhand dealer and junk dealer facilities subject to the following conditions:

- a. No pawnbroker, secondhand dealer or junk dealer business shall be permitted within 1,000 feet of a district zoned for residential purposes.
- b. Storage of all pawned property, secondhand goods and junk shall be within an enclosed building or within a secured area located on the zoning lot of the principal building.
- c. The distances provided in this section shall be measured by following a straight line, without regard to intervening buildings, from the nearest point of the property parcel line upon which the proposed use is to be located or the zoning district boundary, or major thoroughfare right-of-way line from which the proposed land use is to be separated.
- d. A license shall be required in keeping with Charter Township of Ypsilanti Ordinance No. 123 as amended—Pawnbrokers, secondhand dealers and junk dealers regulation ordinance.

Sec. 1847 – Tattoo facilities

- a. No tattoo facility shall be permitted within 1,000 feet of a district zoned for residential purposes;
- b. The distances provided in this section shall be measured by the following: a straight line, without regard to intervening buildings, from the nearest point of the property parcel line upon which the proposed use is to be located or the zoning district boundary, or major thoroughfare right-of-way line from which the proposed land use is to be separated.

Sec. 1848 - Automobile mechanical component dismantling and recycling

Automobile mechanical component dismantling and recycling subject to the following conditions:

- a. Such operations shall be limited to the dismantling of vehicle mechanical components, such as engines and transmissions, for reuse. The receiving, storage, processing or dismantling of whole vehicles shall be prohibited. There shall be no storage, processing or dismantling of vehicle body parts, frames or tires. There shall be no on-site retail sale of automobile parts.
- b. All operations and storage shall be within an enclosed building and there shall be no outdoor storage.
- c. The lot shall not be located within 200 feet of the boundary of a non-industrial zoning district.

Sec. 1849 - Parole or probation offices

Parole or probation offices subject to the following conditions:

- a. No parole or probation supervisory office facilities shall be permitted within 1,000 feet of a church or a public or private school property.
- b. No such office facility shall be permitted within 1,000 feet of a district zoned for residential use.
- c. No parole or probation supervisory office facilities shall be permitted within 1,000 feet of a state licensed child care facility.
- d. All other requirements of the I-C district regarding height, area, setback, screening walls, signs, and similar mass and area requirements, shall be consistently maintained.

- e. The distances provided in this section shall be measured by following a straight line, without regard to intervening buildings, from the nearest point of the property parcel line upon which the proposed use is to be located or the zoning district boundary, or major thoroughfare right-of-way line from which the proposed land use is to be separated.

Sec. 1850 - Wireless communication towers and antennas

Because the uses hereinafter referred to possess unique characteristics making it impractical to include them in a specific use district classification, they may be permitted by the township board under the conditions specified, and after public hearing by the planning commission held in accord with sec. 2309 and further shall be reviewed as provided in sec. 2119 and after a recommendation has been received from the planning commission. In every case, the uses hereinafter referred to shall be specifically prohibited from any residential districts unless otherwise specified.

These uses require special consideration since they service an area larger than the township, creating problems of control with reference to abutting use districts. Reference to those uses falling specifically within the intent of this section is as follows:

1. Wireless communication towers and antennas:
  - a. *Purpose:* The purpose of this section is to establish general guidelines for the location of wireless communications towers and antennas. The objectives of this section are to encourage the co-location of multiple antennas on a single tower, to consider public health and safety in the location and operation of such towers and antennas, to protect residential areas and land uses from potential adverse impacts of towers and antennas, to limit visual impacts by promoting innovative design and screening of towers and to avoid potential damage to adjacent properties from tower failure by requiring careful engineering and proper location of tower structures.
  - b. *Definitions:*
    - (1) *Abandoned tower or antenna:* An antenna that is not operated for a continuous period of twelve months, or a tower constructed or maintained without an operational antenna shall be considered abandoned.
    - (2) *Alternative tower structure:* Man-made trees, clock towers, bell steeples, utility poles, flagpoles and similar decorative structures that camouflage or conceal the presence of antennas or towers.
    - (3) *AM array:* One or more tower units with a supporting ground system that functions as one AM broadcasting antenna shall be considered as one tower with a perimeter equaling the smallest rectangular figure that can encompass all elements associated with the array. Setbacks and other distances shall be measured from this perimeter. Additional tower units may be added within the perimeter of an approved array by right.
    - (4) *Antenna:* Any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital or analog signals, radio frequencies (except radar) or other wireless communication signals.
    - (5) *Amateur radio communications antenna:* An antenna and associated support structure that is owned and operated by a federally licensed amateur radio station operator for personal use.
    - (6) *Backhaul network:* The lines that connect a provider's towers or antennas to one or more switching offices, long-distance providers or public-switched telephone network.
    - (7) *Satellite dish:* An antenna structure designed to receive from or transmit to orbiting satellites.
    - (8) *Tower:* A structure, and any support thereto, designed primarily for the purpose of supporting one or more antennas for wireless communication purposes.
  - c. *Required conditions:*
    - (1) *Reviews and approvals:* Construction, installation, replacement, co-location or enlargement of wireless communication towers and antennas shall be reviewed and approved as indicated in Table 1820.1. Towers and antennas requiring planning commission review shall be subject to special land use approval in accordance with section 2119 (special land uses). Applications, reviews and approvals for wireless communication towers and antennas shall be in accordance with the following:
      - a. The application is considered to be complete when the Planning and Zoning Coordinator or his or her designee makes that determination 14 business days after the Planning and Zoning Coordinator or his or her designee receives the application, whichever is first.

If the Planning and Zoning Coordinator or his or her designee notifies the applicant before the expiration of the 14-day period, that the application is not complete, specifying the information necessary to make the application complete, or notifies the applicant that a fee required to accompany the application has not been paid, specifying the amount due, the running of the 14-day period shall be tolled until the applicant submits to the Director of the Office of Community Standards or his or her designee the specified information or fee amount due. The notice shall be given in writing or by electronic notification.

- b. The Planning Commission shall approve or deny the application not more than 60 days after the application is considered complete for wireless communication antennas co-located on an existing tower or 90 days for a new wireless communication tower, unless an extension in time is mutually agreed to between the applicant and the Planning Commission. If the Planning Commission fails to timely approve or deny the application, the application shall be considered approved.
- c. A building permit shall not be issued until Special Conditional Use approval and site plan approval have been granted by the Planning Commission. If no building permit is required, a certificate of occupancy or business license shall not be issued until Special Use approval and site plan approval have been granted by the Planning Commission.
- d. The wireless communication tower or antenna shall not be authorized by the Township Board until Special Conditional Use approval and site plan approval have been granted by the Planning Commission, if required.
- e. After approval for a Special Use has been granted, no change in that use may be made, nor may any addition or change in the building or improvements on the property take place until a new request for approval has been filed with the Planning Commission and the Planning Commission has approved the request for change.
- f. After approval of a Special Use has been granted by the Planning Commission, application for a building permit, or if no building permit is required, application for a certificate of occupancy or business license shall be filed with the building department within 120 days thereafter, or such approval shall automatically be revoked unless an extension is granted. The Planning Commission may grant an extension of the first approval for good causes for a period not to exceed six (6) months.

TABLE 1850.1  
REQUIRED REVIEW/APPROVAL

SITUATION/USE	Township Board	Planning Commission	Administrative Permits	Exempt
Construction of cellular and similar communications towers.	✓	✓		
Co-location of antennas on an existing approved tower.			✓	
Replacement or enlargement of an existing tower within allowance of The Michigan Zoning Enabling Act (Public Act 110 of 2006, as amended, M.C.L.125.3101 et seq.).			✓	
Enlargement, in excess of permitted in Act 110, The Michigan Zoning Enabling Act (Public Act 110 of 2006, as amended, M.C.L. 125.3101 et seq.)	✓	✓		
Construction of an alternative tower structure.	✓	✓	✓	
Installation of antennas on an existing building.	✓	✓	✓	
Installation of satellite dish antennas with a diameter of less than 1.5 meters.				✓
Installation of satellite dish antennas with a diameter of 1.5 meters or larger.			✓	

SITUATION/USE	Township Board	Planning Commission	Administrative Permits	Exempt
Installation of amateur radio communication antennas.			✓	
Installation of new antennas or similar transmission devises on light poles and similar public utility structures in a manner visible from the public way.	✓	✓		
Construction of television, radio, microwave, or public utility transmission towers, antennas, or antenna arrays, unless exempt under applicable federal or state law.	✓	✓		

- (2) *State or federal requirements:* Towers and antennas shall meet or exceed current standards of the Federal Aviation Administration (FAA), Federal Communications Commission (FCC), and any other agency of the state or federal government with regulatory authority. Failure to maintain a tower or antenna in compliance with current state and federal standards, or failure to bring such towers or antennas into compliance with revised standards within six months of their effective date, shall constitute grounds for removal of the tower or antenna at the owner's expense.
- (3) *Site requirements and setbacks for wireless communication towers:* The following shall apply to all wireless communication towers, and to antennas located on such towers:
- (a) *Permitted locations by district:* Wireless communication towers shall be permitted in non-residential zoning districts. Such towers may be located in residential zoning districts only on parcels of land over 20 acres in area occupied by an institutional or a public recreational use.
  - (b) *Height:* Towers shall not exceed 150 feet in height as measured from grade-level to the highest point of the tower.
  - (c) *Lot boundaries:* Towers shall be set back from all zoning lot boundaries not less than 100 percent of the height of the tower or antenna. Anchoring cables and associated accessory structures shall satisfy minimum zoning district setback requirements with a minimum setback of 20 feet. If located on the same zoning lot with another permitted use, such towers or structures shall not be located in a front yard or side yard abutting a street.
  - (d) *Residential dwellings:* Towers shall be set back a minimum of 300 feet from the boundary of a parcel with an existing dwelling, except where separated by an interstate highway or otherwise provided for herein.
- (4) *Site requirements and setbacks for antennas located on buildings or similar structures:*
- (a) The principal use is a conforming use in a multiple-family or non-residential zoning district and the building is a conforming structure in the district.
  - (b) The height of the building or similar structure shall be a minimum of 50 feet and the antenna and support structure shall not exceed the height of the building by more than 10 feet.
  - (c) The antenna and support structure shall be set back from the outermost vertical wall or parapet of the building a minimum distance equal to 150 percent of the height of the antenna and support structure.
  - (d) The antenna and support structure shall be securely mounted to the building in a permanent manner.
- (5) *Site requirements and setbacks for amateur radio communications antennas:* The following shall apply to all amateur radio communications antennas:
- (a) One such antenna, with a maximum height of 60 feet and a minimum setback from all lot boundaries equal to 100 percent of its height, shall be permitted per zoning lot.
  - (b) Such antennas shall be accessory to a primary structure on the same zoning lot and shall be located in the rear yard of the zoning lot.
- (6) *Site requirements and setbacks for satellite dish antennas:* The following shall apply to all satellite dish antennas:

- (a) One such antenna, with a minimum setback from all lot boundaries equal to 150 percent of the height of the antenna and support structure, shall be permitted per zoning lot and shall be accessory to a primary structure on the lot.
  - (b) Such antennas shall be located in the side or rear yard of the zoning lot or permanently installed upon the primary structure in a manner not visible from any public right-of-way.
- d. *Required information:* The following information shall be provided with an application for a tower or antenna, in addition to that required by section 2115 (site plan review) or section 2119 (special land uses):
  - (1) *Site plan:* The petitioner shall submit a site plan, and elevation drawings of all structures, for review in accordance with section 2115 (site plan review). For multiple locations, the plan shall show the location of all equipment, antennas or towers and shall provide a detail of typical site arrangements. Exterior treatments of all accessory structures shall comply with ordinance requirements for the zoning district in which it is located.
  - (2) *Permission to locate:* The petitioner shall submit copies of a signed lease or other proof, satisfactory to the township attorney, of permission to locate a tower or antenna on the site.
  - (3) *Co-location agreement:* Towers shall be designed and operated in a manner that encourages the co-location of multiple antennas on a single tower. The petitioner for a new tower shall submit a written agreement, transferable to all successors and assigns, stating that the tower operator shall make space available on the tower for co-location. Proposed antenna locations shall be indicated on the site plan.
  - (4) *Insurance certificate:* The petitioner shall submit a valid certificate of insurance, to be renewed annually, listing the Charter Township of Ypsilanti as the certificate holder and naming the Charter Township of Ypsilanti, its past, present and future elected officials, representatives, employees, boards, commissions and agents as additional named insured. The certificate shall also state that if any of the described policies are to be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the township as certificate holder. The petitioner shall supply a \$1,000.00 cash bond to the township, which may be used to reimburse township administrative expenses in the event the certificate is allowed to lapse.
  - (5) *Removal agreement:* The petitioner shall submit a signed removal agreement and a security bond or letter of credit, satisfactory to the township attorney, for the removal of towers or antennas as applicable. The petitioner shall demonstrate that adequate funds will be available to the township for the removal of such towers or antennas, restoration of the site and associated administrative costs incurred by the township in the event that the petitioner, property owner or their successors fail to remove the tower or antenna in a timely manner as required by this article.
  - (6) *Tax-related information:* The petitioner shall supply to the assessor all tax-related information as requested by the assessor's office for assessment purposes. The assessor's office shall provide notice to the community and economic development department that this condition has been satisfied.
  - (7) *Engineering certification:* Signed certification by a professional engineer, licensed by the State of Michigan, specifying the manner in which the tower or antenna structure will fall in the event of accident, damage or failure and verifying that the setback area provided would accommodate the structure and provide a reasonable buffer from adjacent parcels.
  - (8) *Backhaul network information:* The petitioner shall identify the entities providing the backhaul network for the towers or antennas described in the application and other sites owned or operated by the applicant in the township.
- e. *Criteria for approval of new towers and antennas:* The following criteria for approval shall be found to exist for all tower or antenna installations:
  - (1) *Operating requirements:* The petitioner shall demonstrate that operating requirements necessitate locating within the township and the general area and shall provide evidence that existing towers, structures or alternative technologies cannot accommodate these requirements.
  - (2) *Engineering requirements:* The petitioner shall demonstrate that existing towers or structures are not of sufficient height or structural strength to meet engineering requirements, or are not located in a geographic area that meets these requirements.
  - (3) *Impact on adjacent residences:* Nearby residential districts and uses will not be negatively influenced by the location of the tower or antenna.
  - (4) *Site characteristics:* Topography, vegetation, surrounding land uses, zoning, adjacent existing structures and other inherent site characteristics are compatible with the installation of towers or antennas on the site.
  - (5) *Site design:* Tower design, lighting, color, construction materials, landscaping, screening and other design elements are in compliance with township ordinances and established land use policies. Wireless communication towers and associated ground

equipment shelter areas shall be designed, constructed and maintained in a manner that accommodates the co-location of multiple antennas on a single tower.

(6) *Security:* Wireless communication towers and associated ground equipment shelter areas shall be secured against unauthorized entry and shall be completely enclosed by an ornamental or industrial fence of not less than six feet in height.

- f. *Tower address:* Each tower shall be designated with a specific and unique mailing address.
- g. *Existing towers and antennas:* A tower or antenna for which a building permit has been properly issued prior to the effective date of this ordinance shall be allowed to continue to be used as it presently exists, provided that such towers or antennas are maintained in a structurally safe condition, in accordance with section 2107.1b(2) [state and federal requirements] and in compliance with township ordinances and conditions of approval in effect when the building permit was issued.
- h. *Removal of abandoned towers and antennas:* Abandoned towers or antennas shall be removed by the owner within 90 days of receipt of notice from the township notifying the owner of such abandonment. Failure by the owner to remove abandoned towers or antennas shall be grounds for the township to seek court approval for such removal at the owner's expense.
- i. *Rescinding approval of a wireless communication tower or antenna:* Failure of the owner, operator or lease holder of an approved tower or antenna to renew or replace any required bonds or insurance certificates, to maintain and operate the tower or antenna in compliance with state and federal requirements, approved permits, site plans or conditions of special land use approval or to provide information to the township about the tower or antenna as required by this article or conditions of special land use approval shall be grounds for the township board to rescind any previous approval to construct or operate the tower or antenna. Such action shall be subject to the following:
  - (1) *Public hearing:* Such action may be taken only after a public hearing has been held pursuant to reasonable advance notice, at which time the owner, operator or lease holder of the tower or antenna shall be given an opportunity to present evidence in opposition to rescission.
  - (2) Subsequent to the hearing, the township board's decision with regard to the rescission shall be made and written notification provided to said owner, operator or lease holder of the tower or antenna.

#### Sec. 1851 - Railroad lines, rail spurs and similar rail transport access facilities

Railroad lines, rail spurs and similar rail transport access facilities may be permitted in any district subject to the following conditions:

- a. The planning commission, after public hearing, shall recommend and the township board shall determine that operating requirements necessitate the locating of said facilities in the district in order to adequately service the township.
- b. The proposed design, location, drainage and other technical aspects of such facility shall be approved by the township engineer.
- c. When such facilities are proposed to be located within any district, other than an I-1, I-2 district, I-3 or I-C, the planning commission shall review and approve such facilities to insure a satisfactory and harmonious relationship between such development and adjacent land uses (existing and proposed).
- d. In reviewing such development and prior to approval, the planning commission may require the development of such screening devices, access roads, and setbacks as will assure safe and convenient vehicular circulation and sound land use arrangements.

#### Sec. 1852 - Private or public recreation vehicle campgrounds.

Recreation vehicle campgrounds are intended to provide sites for persons seeking a temporary location for vacation or recreation purposes with recreational units such as, but not limited to: tents, travel trailers, camping trailers, motor homes, truck campers, slide-in campers and chassis-mounted campers. It is recognized that there are areas contained in the community that were subjected to extensive mining operations formerly for sand and gravel with little or no concern given to its ultimate reclamation and reuse. Recreation vehicle campgrounds are considered to be an adaptable use for these areas that due to present grade elevations, drainage conditions, headwall slopes and the like that otherwise could not be developed soundly as a conventional residential subdivision. Therefore, it is the intent of this ordinance to permit recreation vehicle campgrounds to be located so as to allow reasonable use of these areas and provide a transition of use between extensive nonresidential areas, i.e., light and heavy industrial uses and single-family residential areas. Recreation vehicle campgrounds shall further be subject to the following conditions:

- a. *Locational requirements.*
  - (1) Parcels being proposed for recreation vehicle campgrounds may be permitted in the R-4 one-family residential district when said recreation vehicle campgrounds afford a buffer to I-1, I-2, and/or MH districts and single-family districts. A recreation vehicle campground shall not be bounded on more than three sides by a single-family residential district, except that the planning commission and township board may waive this requirement where it can be shown that the abutting property will be developed for nonresidential purposes or for another recreation vehicle campground.

- (2) The site shall have direct access to a major thoroughfare, as designated on the major thoroughfare plan, and with appropriate frontage thereon to provide for the design of entrances and exits.
- b. *Site conditions.* Condition of soil, groundwater level, drainage and topography shall not create hazards to the property or the health or safety of the occupants. The site shall not be exposed to objectionable smoke, noise, odors or other adverse influences, and no portion subject to unpredictable and/or sudden flooding, subsidence or erosion shall be used for any purpose which would expose persons or property to hazards.
  - c. *Uses permitted.* Uses such as, but not limited to, campground sites, management headquarters, recreational facilities, toilets, showers, coin-operated laundry facilities, parking areas and other uses and structures customarily found incidental to this use, shall be permitted. Such uses shall be restricted in their use to occupants of the site, except that temporary storage of recreational vehicles may be permitted upon the site when it can be clearly demonstrated that such storage is ancillary to the recreation vehicle campgrounds and subject to the conditions set forth under [subsection] g. (5) of this subsection 3.
  - d. *Height and area requirements.*
    - (1) No building or structure hereafter erected or altered in a recreation vehicle campground shall exceed a height of one-story or 14 feet.
    - (2) Recreation vehicle campgrounds shall be permitted only on parcels of 25 acres or more.
    - (3) Each campground site shall have a minimum 40-foot road frontage and a minimum area of at least 2,400 square feet.
  - e. *Yard and setback requirements.*
    - (1) No campground site shall be located closer than 200 feet to the right-of-way line of a major thoroughfare and 100 feet to the campground boundary when it abuts or is adjacent to a residential district. Where the campground abuts or is adjacent to a nonresidential district, no campground site shall be located closer than 35 feet.
    - (2) No service building or any other similar structure shall be located closer than 250 feet to a major thoroughfare or campground boundary.
  - f. *Buffers and landscaping.*
    - (1) A greenbelt 20 feet in width and six feet in height shall be located and continually maintained along all campground borders. Where the campground borders a residential district, this greenbelt will provide a total obscuring effect. This greenbelt shall consist of such materials as trees and shrubs to provide privacy to occupants of the site and to visually shield the recreation vehicle campgrounds from surrounding property. Earthen berms are encouraged to be used to achieve this purpose.
    - (2) A chainlink fence of not less than four nor more than six feet in height shall be erected on the boundary line where any portion of the campgrounds abuts or is adjacent to a single-family residential district.
  - g. *Other conditions.*
    - (1) All sanitary sewage and water facilities including connections provided to individual campground sites, shall meet the requirements of the Ypsilanti Township sewer and water departments and the Michigan state health department.
    - (2) Entrances and exits from county or state highways shall have the prior written approval of the highway authority having jurisdiction within the township.
    - (3) The campgrounds shall be located on a well-drained site properly graded to insure rapid drainage and freedom from stagnant pools.
    - (4) All lighting shall be shielded to reduce glare and shall be so arranged as to reflect the light away from abutting or adjacent properties.
    - (5) Areas provided for the storage of recreational vehicles may be permitted subject to the following:
      - (a) The area shall be enclosed with a chainlink fence of not less than five feet in height.
      - (b) A minimum setback distance of 250 feet is maintained from any abutting or adjacent residential district.
      - (c) Any areas established for this purpose shall not be more than ten percent of the total campgrounds.
    - (6) Occupants of any rented campground site shall not remain in the same recreation vehicle campground for more than 15 consecutive days within any calendar year.
    - (7) The licensee shall provide a sufficient number of containers for the storage of garbage and other refuse, and provide for the transportation of garbage and refuse, not less than once each week at the licensee's own expense to a licensed sanitary landfill.
    - (8) All recreational vehicle campground developments shall further comply with Act No. 171 of the Public Acts of Michigan of 1970 (MCL 325.651 et seq., MSA 14.447(121) et seq.), as amended.

- h. *Procedures, permits and occupancy.* To construct a recreation vehicle campground of facilities herein, a person shall:
  - (1) Obtain a health permit from the Michigan state health department.
  - (2) Present a plot plan to be approved by the planning commission and township board. No variance from this plan may be made without the approval of the planning commission and township board.
  - (3) Obtain a construction permit from the Michigan state health department in the manner prescribed by Act No. 171 of the Public Acts of Michigan of 1970 (MCL 325.651 et seq., MSA 14.447(121) et seq.), as amended from time to time.
  - (4) Obtain necessary building permit from township building inspector.
  - (5) Obtain an annual license from the Michigan state health department in the manner prescribed by Act No. 171 of the Public Acts of Michigan of 1970 (MCL 325.651 et seq., MSA 14.447(121) et seq.), as amended from time to time.
  - (6) Obtain from the township building inspector a certificate of occupancy and compliance as provided for in article [section] 2304.

Sec. 1853 - Storage of recreation vehicles

- a. *Locational requirements.*
  - (1) Recreational vehicle storage may be allowed in the MH mobile home park district when such district abuts an established mobile home park. Such MH district utilized for recreational vehicles storage shall not be bounded on more than two sides by any single-family residential district, except that the planning commission and township board may waive this requirement where it can be shown that the abutting property will be developed for nonresidential purposes or for a mobile home park.
  - (2) The site for recreational vehicle storage shall have direct access to a major thoroughfare, as designated on the major thoroughfare plan.
  - (3) Recreational vehicle storage shall not be permitted within a mobile home park.
- b. *Uses permitted.* The storage of unoccupied recreational vehicles shall be permitted.
- c. *Height requirements.* No building or structure shall hereafter be erected which shall exceed a height of one-story or 14 feet.
- d. *Yard and setback requirements.*
  - (1) No recreational vehicle storage shall be located closer than 100 feet to the right-of-way line of a major thoroughfare and 100 feet to the district boundary where it abuts or is adjacent to a residential district. Where the vehicle storage on the site abuts or is adjacent to a nonresidential district or to an MH district, no vehicle storage shall be located closer than 20 feet.
  - (2) No service building or any other similar structure shall be located closer than 100 feet to a major thoroughfare or MH district boundary.
- e. *Buffers and landscaping.*
  - (1) A greenbelt 20 feet in width and six feet in height shall be located and continually maintained along all borders. Where the storage area borders a residential district, this greenbelt will provide a total obscuring effect. This greenbelt shall consist of such materials as trees and shrubs to visually screen the recreational vehicle storage area from surrounding property. Said greenbelt shall be located inside fences which enclose the storage area.
  - (2) A chainlink fence or other secure fence of not less than five [and] no more than eight feet in height shall be erected to completely enclose the recreational vehicle storage area.
- f. *Other conditions.*
  - (1) All sanitary sewage and water facilities shall meet the requirements of the Ypsilanti Township sewer and water departments and the Michigan state health department.
  - (2) Entrances and exits from county or state highways shall have the prior written approval of the highway authority having jurisdiction within the township.
  - (3) The recreational vehicle storage area shall be located on a well-drained site properly graded to ensure rapid drainage and freedom from stagnant pools.
  - (4) All lighting shall be shielded to reduce glare and shall be so arranged as to reflect the light away from abutting or adjacent properties.
  - (5) The site plan shall receive the review and approval of the fire department for access lanes for firefighting equipment.
- g. *Review and permit.*
  - (1) A site plan shall be submitted for review and approval of the township, all in accord with section 2115 of this ordinance.

- (2) A building permit and certificate of occupancy shall be required for a recreational vehicle storage area.

#### Sec. 1854 - Sand and gravel excavation

The removal of sand and/or gravel or similar materials by excavation, stripping, mining or otherwise taking, and including on-site operations appurtenant to the taking, including washing, grading and sorting operations, may be carried on within the limits of I-2 districts provided all conditions herein required are met. All extraction from new pits begun subsequent to the effective date of this ordinance shall be washed, graded and further processed and/or stored within the limits of the approved extraction area, and no natural resource extracted outside the limits of the approved extraction area shall be brought in for washing, grading or further processing. Resource-related industries including, but not limited to, concrete batching plants and asphalt mix plants shall not be permitted as a part of a plan for sand and gravel excavation.

- a. *Filing of petition.* Petitions for the granting of permits for natural resources operations shall be filed with the building official by the owners and leaseholders, if any, of the land proposed for natural resources development. Petition shall be submitted on letter form, fully supplemented by data, maps and aerial photographs specified, and shall be accompanied by a fee as established by resolution of the township board. A permit for such use may be issued for a one-year period by the township board after recommendation by the planning commission. Unless the owner of the petition ignores and/or violates the restoration plan, the permit is automatically renewable for one-year periods. Petitions shall be accompanied by the following:
  - (1) Vertical aerial photograph, enlarged to a scale equal to one inch equals 200 feet, from an original photograph at a negative scale no smaller than one inch equals 1,000 feet. Area covered by the vertical aerial photograph shall include:
    - (a) All land requested in the petition.
    - (b) All contiguous land which is, or has been, used by the owner or leaseholder applicant for any extraction, treatment and/or storage.
    - (c) All public roads which can provide first point of access.
    - (d) The boundaries of the above listed items (a) through (c) shall be delineated on the aerial photograph and clearly marked as to [items] (a), (b) and (c).
  - (2) Identification survey, prepared by an engineer or surveyor certified by the State of Michigan to prepare such plats, drawn to a scale of one inch equals 200 feet, shall be submitted in five copies. This survey shall include:
    - (a) Boundary of entire tract by courses and distances.
    - (b) Boundary of exact area being petitioned for in permit.
    - (c) Means of vehicular access to the proposed operation.
  - (3) Report by a qualified soil scientist, soils engineer or geologist regarding the effect the proposed operation will have upon the watershed of the area, with particular attention being devoted to the water table, and, if water bodies are to be created, the anticipated permanence of such. Data to be provided shall include:
    - (a) Hydrological data:
      - (i) Groundwater levels;
      - (ii) Rainfall data;
      - (iii) Capacity of streams and rivers on or in close proximity to site.
    - (b) Lake level data. General engineering information related to pumping spillways, debris basins, irrigation systems.
    - (c) Soil erosion and sediment control plan construction in a manner consistent with the letter and spirit of Act No. 347 of the Public Acts of Michigan of 1972 (MCL 282.101 et seq., MSA 13.1820(1) et seq.), as amended, and any applicable local ordinances and requirements.
    - (d) General soils data:
      - (i) Soil type;
      - (ii) Soil erodability;
      - (iii) Stability of existing and proposed slopes.
    - (e) Contour map of the reclaimed site at two-foot intervals.
    - (f) Location of all stream flow points:
      - (i) Inflow points;
      - (ii) Outflow points;
      - (iii) Catchment areas.
  - (4) A detailed plan for the extraction of the natural resources deposits. Such plans shall include a timetable for various stages of the operation and shall be accompanied by a

restoration plan indicating how the natural resources area will be reused in a manner compatible with the township master plan for future and use. The restoration plan shall include:

- (a) Proposed use of restored natural resources area.
- (b) Proposed topography drawn as contours at an interval of two feet and indicating water bodies or other major physical features.
- (c) Delineation of areas intended to be partitioned or subdivided, including the proposed layout.
- (d) All excavation shall be made either to a water-producing depth of at least ten feet below the low water mark for at least 80 percent of the water area, or shall be graded or backfilled with noxious-free, noninflammable, and noncombustible materials to secure [insure]:
  - (i) That the excavated area shall not collect and permit to remain therein stagnant water; or
  - (ii) That the surface of such area which is not permanently submerged is graded or backfilled as necessary so as to reduce the peaks and depression thereof, and so as to produce a gently rolling surface that will minimize erosion due to rainfall and which will be in substantial conformity to the adjoining land area.
- (e) The banks of all sand and gravel excavations shall be sloped to the water line in a water-producing excavation, and to the pit floor in a dry operation, at a slope which shall not be less than five feet horizontal to one foot vertical and said banks shall be restored with vegetation in a manner set forth hereunder.
- (f) Vegetation shall be restored by the use of sufficient soil and overburden and by appropriate seeding of grasses or planting of shrubs or trees in all parts of said reclaimed mining area where such area is not to be submerged under water or within 25 feet of the shoreline as hereinabove provided.
- (g) In the event filling of the mined area is necessary during rehabilitation, said fill material shall be nonorganic only.
- (h) Upon cessation of mining operations by abandonment or otherwise, the operator, within a reasonable period of time not exceeding 12 months thereafter, shall remove all plant structures, buildings, stockpiles and equipment, unless such building or structures can be lawfully used in the district in which the same are located.

b. *Review of permit application.*

- (1) The building official shall be responsible for receiving and processing all applications for permits. His office shall accept for filing only applications completely documented as herein required.
- (2) The building official shall be responsible for coordinating the several separate inspections as required herein.
- (3) The township board shall be authorized to approve the manner and order of restoration of proposed new excavation. So as to assure faithful restoration of the area, the petitioner shall deposit with the clerk cash, a certified check or irrevocable bank letter of credit, whichever the petitioner selects, or a surety bond acceptable to the township board; the amount of such deposit shall be established by the township board based upon an estimate by the township engineer and shall be sufficient to finance restoration of the disturbed area.

This deposit shall be submitted by the petitioner prior to the issuance of any permit, and shall be held in escrow by the township until restoration is completed and has been approved by the township board.

So as to prevent undue hardship, the township board may, at its discretion, approve bonds for areas less than the total acreage applied for. However, at no time shall any excavation be undertaken unless and until sufficient bond has been deposited to ensure restoration of the area to be disturbed.

In the event of deviation from an approved extraction and/or restoration plan, the building official shall notify the permit holder of a violation. Failure to correct said violation within 30 days shall automatically void any permits issued and/or prevent the issuance of new permits until such time as the deviation has been corrected in keeping with requirements set forth by the township board. Appeals from a decision of the building official shall, in regard to an alleged violation, be directed to the township board.

c. *Specific operating requirements.*

- (1) *Setback.* Excavation, washing and stockpiling of extracted material shall not be conducted closer than 75 feet to the outer boundary of the approved extraction area. Fifty feet of the setback area shall not be used for any use in conjunction with a natural resources operation except public notice signs identifying occupation. Access roads

may occupy 25 feet of the outer boundary setback. Greenbelt plantings and landscaping shall be provided in the setback area as required by the township board. Said setback may be varied by the board of appeals when the outer boundary of the approved extraction area abuts a body of water. In granting said variance, the board of appeals shall establish a specific setback so as to secure public safety.

- (2) *Building line for operation structures.* To reduce the effects of airborne dust, dirt and noise, all equipment for sorting, crushing, loading, weighing and other operations structures shall not be built closer than 300 feet from any public street right-of-way or from any adjoining residentially zoned district.
- (3) *Frontage and access.*
  - (a) Each tract of land for sand or gravel extraction shall have a minimum frontage on a major or secondary thoroughfare (a thoroughfare of at least 86 feet of right-of-way, existing or proposed) of at least 500 feet, except that the township board may approve a lesser frontage minimum if written consent of owner in fee of adjoining property is first secured.
  - (b) All means of access to and from the property shall be by way of class A roads as designated by the Washtenaw County road commission. Such road shall be designated as a major or secondary thoroughfare on the township future land use plan.
- (4) *Fencing.* Any excavation which operation results in, or produces for a period of one month, collections of water, or slopes as described below shall be subject to the following safety requirements:
  - (a) Where slopes steeper than 30 degrees exist for a period of one month or more, access to such slopes shall be barred by a cyclone fence or similarly effective barrier at least six feet high, at least 50 feet outside the edge of the excavation, with suitable gates controlling access to the excavation area.
  - (b) Where collections of water are one foot or more in depth for any period of at least one month, and occupying an area of 200 square feet or more, access to such collections shall be similarly fenced, as required in subparagraph (a) above, for slopes.
  - (c) In those instances where the sand or gravel extraction area is situated in marginal land areas consisting of swampland or is bounded by natural bodies of water, the fence shall be required only on those sides accessible to public rights-of-way or as the township board may determine as requiring fencing so as to secure safety. The township board may require the posting of signs "Keep Out - Danger" as needed.
- (5) *Access roads.* All private access roads shall be treated so as to create dustfree surface for a distance of 300 feet from any public access road.
- (6) *Slopes.* Finished slopes of the banks of the excavation shall in no event exceed a minimum of five feet to one foot (five feet horizontal to one foot vertical) and where ponded water results from the operations, this slope must be maintained and extended into the water to a depth of five feet. Said slopes shall be met as the work in any one section of the excavation proceeds, and the time for completion of said slopes shall not extend beyond one year's time from the date of beginning; provided, that the township board may extend the above one-year period to such longer period as satisfactory under the circumstances.

Sufficient topsoil shall be stockpiled on the site so that the entire area, when excavation operations are completed, may be re-covered with a minimum of six inches of topsoil, and that such replacement of topsoil shall be made immediately following the termination of excavating operations. So as to prevent erosion of slopes, all replaced topsoil shall immediately be planted with grass or other plant material acceptable to the township board.
- (7) *Explosives.* The use of explosives shall be done in accordance with the Regulations for Storage and Handling of Explosives, as published by the Michigan State Police, Fire Marshal Division, East Lansing, Michigan.
- (8) *Site plan review.* All uses proposed for sand and gravel extraction areas shall be further subject to the requirements of section 2115, "Site Plan Review" of this ordinance, as applicable.

#### Sec. 1855 - Farms with sales and entertainment facilities

Farms with sales and entertainment facilities utilized in promotion of on-site farm product sales may be permitted in residential R-1 districts subject to the following conditions:

- a. Any sales and entertainment facilities shall have direct access to a major or secondary thoroughfare by means of drives or roads which directly service the facility from the major or secondary thoroughfare. Minor streets shall not be utilized for access to such facilities.
- b. A site plan, drawn to scale, showing all intended site uses, shall be submitted for review and approval. Such plan shall show the intended use and location of all buildings and structures,

growing areas, parking facilities, roads and drives to be utilized by the public, pedestrian circulation, location of service areas for various facilities and transition plantings and/or screening devices.

- c. Crop growing areas of a depth of not less than 200 feet shall be provided on those sides of the property not abutting the major or secondary street servicing the farm.
- d. Greenbelt tree plantings or other effective visual screening shall be provided where off-site abutting residential properties are occupied with dwelling structures within 200 feet of any area on the site occupied with sales or entertainment facilities.
- e. All parking shall be provided off the street or road right-of-way.
- f. Noise levels shall not exceed 65 decibels at the property line of the farm where adjacent property has a dwelling unit within 200 feet of the property line nor shall it exceed a maximum of 75 decibels at any other property line.
- g. Hours of operation of any outdoor entertainment facilities shall be limited to reasonable hours.

#### Sec. 1856 - Racetracks (including midget auto and karting tracks) and dirt tracks

Because racetracks and dirt tracks develop a concentration of vehicular traffic in terms of ingress and egress from their parking area and cause noise levels which may project beyond the property so used, they may be permitted in I-2 districts when located adjacent to a major thoroughfare 120 feet wide or greater and shall be located on a parcel of land which is abutting land zoned for industrial purposes on all sides of the parcel in question, and shall be subject further to the following conditions and such other controls as the planning commission deems necessary to promote health, safety and general welfare in the township:

- a. A site size of not less than 20 acres shall be provided.
- b. All parking shall be provided as off-street parking within the boundaries of the development.
- c. All access to the parking areas shall be provided from roads which have a right-of-way of not less than 120 feet in width.
- d. All sides of the development not abutting a major thoroughfare 120-foot right-of-way or greater shall be provided with a 20-foot greenbelt planting and fence, wall or earth berm so as to obscure from view all activities within the development. The planting shall be in accord with section 2108.
- e. A track shall not be located closer than 500 feet to any residence on property other than the site on which the tract is located.
- f. Dust shall be controlled so as not to be noticeable beyond the property line of the property on which the track is located.
- g. Noise levels shall comply with section 2120, paragraph 5 of this ordinance.
- h. The track area shall be fenced.
- i. Grading on the site which involves one or more acres shall require a building permit and shall comply with State of Michigan Act 347 of 1972, the Soil Erosion and Sedimentation Control Act of 1972, and with applicable Charter township ordinance.

#### Sec. 1857 - Outdoor spat ball, simulated war games and similar activities

Outdoor spat ball, simulated war games and similar activities may be permitted in I-2 industrial districts subject to the following conditions:

- a. A minimum site size of not less than ten acres shall be provided.
- b. The proposed use shall be of such location, size and character that it will be in harmony with the appropriate and orderly development of the surrounding area.
- c. A site plan, drawn to scale, showing all intended site uses, shall be submitted for review and approval in accord with sec. 2115. The site plan shall show the layout of the proposed use designating activity areas, location of all buildings and structured parking facilities, roads and drives to be utilized by the public, pedestrian circulation, location of service areas and transition plantings and/or screening devices.
- d. The facility shall abut a major thoroughfare and shall provide all vehicle access to the facility from such abutting thoroughfare.
- e. The property line of any such facility shall not be located within 200 feet of any residential dwelling or within 200 feet of any residential district.
- f. A setback of 50 feet for all activity areas on the site shall be provided. Activities on the site shall in no way extend beyond the property line of the site.
- g. Noise levels shall not exceed 65 decibels at any property line of the site.
- h. Hours of operation shall be limited from 8:00 a.m. to 8:00 p.m.
- i. Devices for the transmission of sound, voices or music shall be so directed as to prevent such sound from being audible beyond the property lines of the site.

- j. The township board may impose such reasonable conditions as it deems necessary to protect the public health, safety and general welfare from excessive noise, traffic, obnoxious odors and any detrimental effects from the operation of the facility.

#### Sec. 1858 - Garbage, refuse and rubbish transfer stations

Garbage, rubbish and refuse transfer stations may be permitted in I-2 and I-3 industrial districts. The township board may grant a use permit under such conditions as it deems necessary for the protection of the public health, safety and general welfare, including but not limited to the following:

- a. The proposed use must be of such location, size and character that it will be in harmony with the appropriate and orderly development of the surrounding neighborhood.
- b. The location and size of the proposed use or uses, the nature and intensity of the principal use and all accessory uses, the site layout and its relation to streets giving access to it, shall be such that traffic to and from the use and uses, and the assembly of persons in connection therewith, will not be hazardous or inconvenient to the neighborhood nor unduly conflict with the normal traffic of the neighborhood. In applying this standard, the township board shall consider amongst other things: convenient routes for traffic; the relationship of the proposed use to main traffic thoroughfares and to streets and road intersections; vehicular turning movements in relation to routes of traffic flow; location and access of off-street parking and the general character and intensity of the existing and potential development of the neighborhood. All driveways and parking areas on the site should be hard-surfaced to specifications of engineering department.
- c. The location and height of buildings or structures and the location, nature, and height of doors, walls and fences must be such that the proposed use will not have a detrimental effect upon the neighboring property or the neighboring area in general, nor impair the value of neighboring property, nor interfere with or discourage the appropriate development and use of adjacent land or buildings or unreasonably affect their value. Such building shall be completely enclosed.
- d. The standards of density and required open spaces for the proposed use shall be at least equal to those required in the I-2 zoning district or at least equal to those prescribed in the special requirements relating to the proposed use, whichever is the greater.
- e. The location, size, intensity, site layout and periods of operation of any such proposed use must be designated to eliminate any possible nuisance likely to emanate therefrom which might be noxious to the occupants of any other nearby permitted uses, whether by reason of dust, noise, fumes, vibration smoke or lights.
- f. The proposed use must provide for proper yard space, parking facilities loading space, percentage of lot coverage, protective walls, size of buildings, lot area and width and other requirements of this ordinance.
- g. The proposed use must be in accord with the spirit and purpose of this ordinance and not be inconsistent with or contrary to the objectives sought to be accomplished by this ordinance and principles of sound planning.
- h. The following conditions shall be prohibited:
  - 1. Incineration or open burning in the building or on the site shall be prohibited.
  - 2. Overnight storage of any refuse material in the building shall be prohibited.
  - 3. Dumping or storage of any material on the site outside the building at any time shall be prohibited.
- i. The township board may impose such reasonable conditions as it deems necessary to protect the public health, safety, and general welfare from excessive noises, excessive traffic patterns, obnoxious and unhealthy odors, and any detrimental effects from the general operation of such transfer station.
- j. The township board may impose additional conditions and safeguards as it deems necessary to minimize the adverse effects of such an installation on the character of the surrounding area.

#### Sec. 1859 - Lighted outdoor commercial sports centers

Because lighted outdoor commercial sports centers, including baseball and other intense activities, possess the unique characteristic of often being used late into the night while attracting large numbers of spectators and attendant vehicular traffic in conjunction with ingress and egress to parking areas, these uses may be permitted only in I-2 industrial districts subject to the following conditions:

- a. Outdoor commercial sports centers shall be permitted only upon parcels of land zoned I-2 which are surrounded by similarly zoned property on all sides, except a side abutting a major thoroughfare of 120 feet of right-of-way or greater.
- b. Because it is of primary concern to the township to preserve large areas of industrial property for industrial uses, the township when considering approval of such a use shall take into account the compatibility of the lighted outdoor commercial sports center with existing and future industrial development.
- c. In determining the number of parking spaces required to accommodate the lighted outdoor commercial sports center, the township board may take into account the hours of operation

and types of activities conducted upon the site. The minimum parking requirements for baseball facilities shall be no fewer than 75 spaces for each of the first four baseball diamonds plus 50 spaces for each additional baseball diamond.

- d. The proposed internal site design of the facility shall meet all standards of the township and other affected governmental agencies, including but not limited to those standards pertaining to proper drainage, lighting, hard surfacing, and other engineering standards.
- e. Points of ingress and egress shall be available to the complex only from abutting major thoroughfares of 120 feet of right-of-way or greater. The site shall comply with all standards of the township and other affected governmental agencies relative to driveways, acceleration and deceleration lanes, and related items.
- f. The use and parking area shall be screened from adjacent major thoroughfares with berms and other approved landscaping.
- g. All lighting used to illuminate the area shall be installed so as to be confined within and directed upon the site.
- h. Devices for the transmission of broadcasting of voices or music shall be so directed as to prevent said sound from being audible beyond the lot lines of the site.
- i. Storage buildings, restroom facilities, facilities for the sale and consumption of food, beverages and refreshments and other similar accessory uses shall comply with all standards of the township and other affected governmental agencies. Such accessory facilities shall operate only during the hours of operation of the principal use of the property.

#### Sec. 1860 - Wastewater treatment plants

Wastewater treatment plants may be permitted in the I-3 industrial district and the I-C industrial commercial district. The township board may grant a use permit under such conditions as it deems necessary for the protection of the public health, safety and general welfare, including but not limited to the following:

- a. There shall be a demonstrated need in the community for such facility.
- b. The proposed plant shall be designed and located within an area where the impacts shall be limited in terms of visual impacts, odors and surrounding land use character.
- c. The location, size, operation and design shall utilize measures to eliminate any possible nuisance likely to emanate therefrom, which might be noxious to the occupants of any other nearby use, whether by reason of odors, fumes or lights. Such measures shall include implementation of odor control measures.
- d. Any such use shall conform to current standards established by the U.S. Environmental Protection Agency and the Michigan Department of Environmental Quality.
- e. The township board may impose such reasonable conditions as it deems necessary to protect the public health, safety and general welfare from obnoxious and unhealthy odors, visual impacts and any detrimental effects to the character of the surrounding area.

#### Sec. 1861 - State-licensed residential child and adult care facilities

State-licensed child and adult care facilities, as defined in Article 2, Definitions, shall meet the following regulations:

- a. These facilities, except for adult/child family day care homes, shall be registered with the Ypsilanti Township Community Development Department and shall continually have on file with the township documentation of a valid license as required by the state.
- b. Since the state law preempts in this area, these facilities shall be brought into compliance with all state building and fire codes pursuant to State Licensing Rules R400.1831—R400.1835. Documentation of such compliance with state requirements shall be provided.
- c. The site shall comply with the sign provisions of section 2109.
- d. Off street parking shall be provided for the number of employees on site at any one time.
- e. If located in a single-family residential district, the building shall have an appearance which is nonintrusive and consistent in color, materials, roof-line and architecture, as determined by the planning commission.
- f. Documentation of sufficient indoor classroom, crib or play area meeting state requirements shall be provided. Documentation of approved areas, as licensed by the state, shall be provided.
- g. There shall be sufficient outdoor play area to meet state regulations. All required outdoor play areas shall be fenced with a four-foot tall fence, provided that no fence shall be located in a front yard.

#### Sec. 1862. – Towing services

Towing services without an impound or storage yard, taxi terminals and dispatch facilities, limousine services and bus depots, subject to the following:

- a. All repair work on vehicles and equipment associated with the use shall be conducted completely within an enclosed building.
- b. Outdoor storage of vehicles and equipment associated with the use is permitted, provided that the site includes a building of at least 500 feet of gross floor area for office use in conjunction with the use.

Sec. 1863. – Storage facilities for building materials, sand, gravel, stone, lumber, storage of contractor's equipment and supplies

Storage facilities for building materials, sand, gravel, stone, lumber, storage of contractor's equipment and supplies, provided such is enclosed within a building or within an obscuring wall or fence on those sides abutting all residential or business districts, and on any yard abutting a public thoroughfare. In any I-1 district, the extent of such fence or wall may be determined by the planning commission on the basis of usage. Such fence or wall shall not be less than five feet in height, and may, depending on land usage, be required to be eight feet in height. A chain link-type fence, with heavy evergreen shrubbery inside of said fence, shall be considered to be an obscuring fence.

**SECTION 21. AMENDMENT TO TOWNSHIP ZONING ORDINANCE**

**ARTICLE XX:** Township Zoning Ordinance Article XX, “Schedule of Regulations” by amending Section 2000 “Schedule limiting height, bulk, density and area by zoning district, residential districts”, and Notes to schedule of regulations d,g, m through aa, as follows:

ARTICLE XX. - SCHEDULE OF REGULATIONS

Sec. 2000. - Schedule limiting height, bulk, density and area by zoning district, residential districts:

Zoning District (aa)	Minimum Zoning Lot Size Per Unit (b, v, y)		Maximum Height of Structures		Minimum Yard Setback (per lot in feet) (d, I, j, k, s, t, u, x)				Minimum Ground Floor Area Per Unit (sq. Ft)	Maximum % of Lot Area Covered (by all buildings)
	Area in Sq. Ft. (a, w)	Width in Feet (c)	In Stories	In Feet (g)	Front	Side ( <del>n</del> )		Rear		
						Least	Total of Two			
R-1 one-family residential	32,500	100	2	25	25	12(e)	25	35	1 story 1,200 2 story 900	30
R-2 one-family residential	21,780	90	2	25	25	10(e)	20	35	1 story 900 2 story 720	30
R-3 one-family residential	14,000	80	2	25	25	5(e)	16	35	1 story 720 2 story 600	30
R-4 one-family residential	8,400	60	2	25	25	5(e)	16	35	1 story 720 2 story 600	30
R-5 one-family residential	5,400	50	2	25	20	5(e)	16	35	1 story 720	35

Zoning District (aa)	Minimum Zoning Lot Size Per Unit (b, v, y)		Maximum Height of Structures		Minimum Yard Setback (per lot in feet) (d, l, j, k, s, t, u, x)				Minimum Ground Floor Area Per Unit (sq. Ft)	Maximum % of Lot Area Covered (by all buildings)
	Area in Sq. Ft. (a, w)	Width in Feet (c)	In Stories	In Feet (g)	Front	Side (n)		Rear		
						Least	Total of Two			
									2 story 600	
RM-1 multiple-family	(f)	—	2	25	30(l)	30(l)	60(l)	30(l)	Eff. 350 1 br. 500 2 br. 700 3 br. 900	15
RM-2 multiple-family	(f)	—	3	35	30(l)	30(l)	60(l)	30(l)	4 br. 1,100	25
RM-3 multiple-family	(f)	—	4	45	40(l)	40(l)	80(l)	50(l)	Eff. 350 1 br. 500 2 br. 700 3 br. 900	15
RM-4 multiple-family	(f)	—	No maximum (h)		50(l)	50(l)	100(l)	50(l)	4 br. 1,100	15
RM-5 townhouse residential	(f)	—	3	35	10 (z)	10		10	Minimum total area/unit: 1,000	None
MHP mobile home park	5,500	(r)	(r)	25(r)	(r)	(r)	(r)	(r)	600(r)	(r)
PD planned development	See article XIX for standards									

Sec. 2001. - Schedule limiting height, bulk, density and area by zoning district, commercial, office and industrial districts:

Zoning District	Minimum Zoning Lot Size Per Unit		Maximum Height of Structures		Minimum Yard Setback (per lot in feet) (d, i, j, k, o,s,x)				Minimum Ground Floor Area Per Unit (sq. Ft)	Maximum % of Lot Area Covered (by all buildings)
	Area in Sq. Ft. (a)	Width in Feet (c)	In Stories	In Feet (g)	Front	Side (n)		Rear		
						Least	Total of Two			
OS-1 office space	None	None	2	25	20	(m)	(m)	20	None	None

Zoning District	Minimum Zoning Lot Size Per Unit		Maximum Height of Structures		Minimum Yard Setback (per lot in feet) (d, i, j, k, o,s,x)				Minimum Ground Floor Area Per Unit (sq. Ft)	Maximum % of Lot Area Covered (by all buildings)
	Area in Sq. Ft. (a)	Width in Feet (c)	In Stories	In Feet (g)	Front	Side (n)		Rear		
						Least	Total of Two			
B-1 local business	None	None	2	25	20	(m)	(m)	20	None	None
B-2 community business	None	None	3(q)	30(q)	70	(m)	(m,n)	(n)	None	None
B-3 general business	None	None	2	25	20	(m)	(m)	20	None	None
IRO industrial, research, office	None	None	3(q)	30(q)	50	20	40	(p)	None	None
I-1 light industrial	None	None	(q)	40(q)	40	20	40	40(p)	None	None
I-2 general industrial	None	None	(q)	50(q)	50	40	80	50(p)	None	None
I-3 industrial	None	None	(q)	40(q)	50	40	80	50(p)	None	None
I-C industrial commercial	None	None	(q)	50(q)	50	40	80	50(p)	None	None
P-1 vehicular parking	See article XII for standards									
PD planned development	See article XIX for standards									

Notes to schedule of regulations:

- (d) For all uses permitted other than single-family residential, i.e., places of worship, schools, etc., the setback shall equal the height of the main building or the setback required in section 402 or 2000, whichever is greater.
- (g) The following kinds of structural appurtenances may exceed the height limitations for authorized use:
  - (1) Schools, places of worship and other similar institutional buildings may be erected to a height not exceeding 48 feet provided the front, side and rear yards shall not be less than the height of the building wall abutting such yard;
  - (2) The highest point of chimneys, ~~church~~ spires, cupolas, domes, towers, flag poles, radio and television antennae may be erected to a height not exceeding 60 feet; the average height of such elements which are an architectural feature shall be 48 feet. Radio, television and personal short-wave radio antennae may be permitted up to a height of 100 feet provided the tower is setback from all property lines and buildings a distance equal to half the height of the structure tower.
  - (3) Penthouse or roof top structures for the housing of elevators, stairways, tanks, heating and air conditioning equipment, and other similar apparatus may be erected above the height limits if the planning commission finds that the elevation plans illustrate the following conditions are met:

- a. All roof top equipment and apparatus shall be housed in a penthouse, parapet wall or screening structure constructed of the same type of building material and same color used in the principal structure.
  - b. Penthouses and structures shall be set back from the outermost vertical walls or parapet of the principal structure a distance equal to at least two times the height of such penthouse or structure. The height of such penthouse or structure shall in no instance exceed 15 feet.
  - c. Such penthouse or structure shall not have a total floor area greater than 15 percent of the total roof area of the building.
- (m) No side yards are required along the interior side lot lines of the district, except as otherwise specified in the building code, provided that if walls of structures facing such interior side lot lines contain windows, or other openings, side yards of not less than ten feet shall be provided. Where a lot borders on a residential district or a street, there shall be provided a setback of not less than ten feet on the side bordering the residential district or street.
  - (n) No building shall be closer than 75 feet to the outer perimeter (property line) of such district, or to any major thoroughfare.
  - (o) No building shall be closer than 50 feet to the outer perimeter (property line) of such district when said property abuts any residential district. This requirement does not apply to sites zoned B-5 East Michigan Avenue business district or B-6 Ecorse/Ford business district.
  - (p) All storage shall be in the rear yard and shall be completely screened with an obscuring wall or fence, not less than six feet high, or with a chainlink-type fence and a greenbelt planting so as to obscure all view from any adjacent residential, office or business district or from a public street.
  - (q) The height of structures may exceed the maximum required herein for planned developments of 20 acres or more in area, provided that all yards shall be increased at least one foot in depth for each additional foot of building height above the maximum herein permitted.
  - (r) See article XVIII for modifications allowed and additional requirements. Mobile home parks shall be regulated in accord with Act No. 96 of the Public Acts of Michigan of 1987 (MCL 125.1101 et seq.), as amended.
  - (s) Setback requirements, where such setbacks are to be provided from abutting streets, shall be provided whether such right-of-way is public, private or an access easement.
  - (t) In subdivisions platted prior to the date of adoption of this zoning ordinance and in which a building setback line is established on the lots abutting a lot or lots to be developed, such building line may be utilized as the setback line for new building construction.
  - (u) Minimum yards for site condominiums shall be provided in accordance with this zoning ordinance and shall be computed as follows:
    - (1) Minimum front yard setbacks shall be equal to the distance between the front yard area line and the condominium dwelling.
    - (2) Minimum rear yard setbacks shall be equal to the distance between the rear yard area line and the condominium dwelling. For two back-to-back units, the separation shall equal two rear yard setbacks.
    - (3) Minimum side yard setbacks shall be equal to the distance between the side yard area line and the condominium dwelling. For two side-to-side units, the separation shall equal two side yard setbacks.
  - (v) Dwellings existing and dwellings to be constructed on lots of record in and subdivisions having received tentative preliminary plat approval and on sites in site condominium subdivisions having received preliminary approval prior to the date of adoption of this amendment shall be permitted provided such lots and structures comply with lot area, width and setback requirements of the zoning ordinance at the time of approval.
  - (w) Any submerged area of a lake, river, pond or stream, or regulated wetlands shall not count towards meeting the minimum lot area for single-family lots. Computation of dwelling unit density requirements in RM zones shall not include submerged areas of a lake, river, pond or stream, and regulated wetlands.
  - (x) *Open space setback:* An undisturbed open space setback of not less than 50 feet shall be maintained from the edge of any lake, pond, river or stream, including, but not limited to the Huron River, Paint Creek and their tributaries. An undisturbed open space setback of not less than 25 feet shall be maintained from the edge of any drain or wetland. Such setbacks shall be measured from the top of the bank or other defined edge and shall not be subject to topography.

The township may permit trails, boardwalks, observation platforms or similar structures that enhance passive enjoyment of a site's natural amenities within the setback as part of an approved site plan.

- (y) Any residential subdivision, condominium or multiple-family development comprising 20 or more lots or dwelling units, either as a single development or as a group of adjacent developments offered by a single proprietor, shall provide an active recreational area which shall contain an area equal in size to 1,500 square feet for each lot or dwelling unit in the subdivision or condominium project or multiple-family development. Said recreational area shall be well drained, graded, seeded or sodded, safe from hazard, accessible to all dwellings, and the location shall be approved by the planning commission. Reservation of the recreational area shall be achieved through deed restrictions or dedication to a subdivision homeowner's association.

- (z) The planning commission may approve a reduction of the minimum required front yard setback for buildings in this district, subject to the following conditions:
  - (1) The development parcel or zoning lot has frontage on only one public street and is not a corner lot,
  - (2) The architectural character of all facades that are visible from the street shall be upgraded to include primarily glass, brick, cut stone, cast stone, smooth stucco or wood. Concrete block, EIFS and other synthetic materials shall be eliminated from these facades, except for minor architectural accents as may be approved by the planning commission.
  - (3) A reduction in the required front yard setback would result in an unsafe traffic or pedestrian safety condition.
- (aa) Where a parcel that is within 500 feet of the I-94 right-of-way is proposed to be developed for residential purposes by means of a multiple family development, condominium, subdivision plat or planned development, such site plan or plat shall delineate that area of the site with sound levels of 61 dBA or greater. No dwelling units shall be located within this 61 dBA or greater area unless one of the following measures is taken:
  - (1) Sound walls or earth berming are installed to attenuate the noise level to less than 61 dBA at the location of all dwellings and all yard areas within 35 feet of all single family dwellings.
  - (2) Sound attenuation measures incorporated into the design and construction of the dwellings, such as masonry construction and insulation resulting in interior noise levels less than 52 dBA.

**SECTION 22. AMENDMENT TO TOWNSHIP ZONING ORDINANCE**

**ARTICLE XXI:** Township Zoning Ordinance Article XXI, “General Provisions” by amending Section 2103 “Accessory buildings and accessory uses”, amending sub-Section 2104.5 “Parking Location”, amending Section 2106 “Off-street loading and unloading” and deleting Section 2107 “Uses not otherwise included within a specific use district” and replacing with Section 2107 “Trash and recycling receptacles”, amending sub-Section 2108.2.i “Trash Receptacle”, amending Section Sec. 2115 “Site plan review”, and deletion of Section 2122 “State-licensed residential child and adult care facilities” and replacement of Section 2122 as a reserved section, as follows:

Sec. 2103. - Accessory buildings and accessory uses:

Accessory buildings and uses, except as otherwise permitted in this ordinance shall be subject to the following regulations:

1. Where the accessory building is structurally attached to a main building, it shall be subject to, and must conform to, all regulations of this ordinance, applicable to main buildings.
2. A building or structure accessory to a residential building shall not be erected in any yard except a rear yard unless otherwise provided for herein.
3. An accessory building shall not occupy not more than 25 percent of a required rear yard, plus 40 percent of any nonrequired rear yard provided that in no instance shall the accessory building exceed the ground floor area of the main building.
4. No detached accessory building shall be located closer than ten feet to any main building nor shall it be located closer than five feet to any side or rear lot line. A structure built of noncombustible product may be located closer than ten feet to the main building at the discretion of the building official.

In those instances where the rear lot line is coterminous with an alley right-of-way, the accessory building shall not be closer than one foot to such rear lot line. In no instance shall an accessory building be located within a dedicated easement right-of-way.

5. Detached accessory building in all one-family residential, multiple family residential, office, B-1 and P-1 districts shall not exceed one story or 14 feet in height unless otherwise provided for herein.
6. When an accessory building is located on a corner lot, the side lot line of which is substantially a continuation of the front lot line of the lot to its rear, said building shall not project beyond the front yard setback required on the lot in rear of such corner lot. In no instance shall an accessory building be located nearer than ten feet to a street right-of-way line.
7. One recreational vehicle owned by residents of the township and stored on their individual lots shall be stored only within the confines of the rear yard and shall further respect the requirements of this section applicable to accessory buildings, insofar as distances from principal structures, lot lines and easements are concerned. All recreational equipment parked or stored shall not be connected to sanitary facilities and shall not be occupied. In those instances where the rear yard is not accessible by means of a driveway or alley or has insufficient side yard clearance for the passage of a recreational vehicle, the building inspector may allow the parking or storage of such recreational vehicle in the side or front yard. In those instances where a recreational vehicle is to be parked or stored in a front yard, only the driveway portion of such yard shall be utilized and in

no instance shall such recreational vehicle be parked or stored closer than ten feet to the front property line.

8. Accessory buildings on farms shall be excluded from the requirements of this section, provided such buildings are clearly an accessory use to farming activity being conducted on the site, provided further that all other requirements of this ordinance are complied with.
9. On lots of one and one-half acres or more in area located in areas zoned for residential use and having a frontage of not less than 150 feet, pole barns may be constructed as an accessory use provided the following conditions are met:
  - a. Setbacks from side or rear lot lines shall not be less than ten feet.
  - b. The height of such building shall not be more than 20 feet.
  - c. The accessory building shall only be erected in a rear yard and may exceed the ground floor area of the main building but shall not exceed other lot area coverage requirements of this ordinance.
  - d. All building and construction codes of the township shall be complied with.
  - e. Any such lot shall not be located in a platted subdivision.
10. A resident of a dwelling unit may have not more than one motorized vehicle for sale on the site of such dwelling unit at any time and in no instance shall vacant residential lots or parcels be utilized for the sale of vehicles. A resident may repair vehicles of the resident on the property of the resident's dwelling unit; however, in no instance shall a resident repair the vehicle of other than a resident of the dwelling unit on said property. In no instance shall vehicles for sale be displayed in a front yard other than on the driveway portion of such yard. The sale of vehicles from a residential property shall not exceed two vehicles in any one year.
11. Freestanding solar panels shall be considered an accessory building and shall be subject to the requirements for such, together with all other applicable building codes and ordinances.
12. On-site use wind energy system may be located within a rear yard when the following conditions are adhered to:
  - a. *Height:* The highest point of any portion of a tower and/or generator shall not exceed 65 feet in height above the average grade of the parcel.
  - b. *Property setback:* The distance between a tower and the owner's property line shall be at least one and one-half times the height of the tower including the top of the blade in its vertical position. No part of the wind energy system structure, including guy wires may be located within ten feet of a property line.
  - c. *Sound pressure level:* On-site wind energy systems shall not exceed 55 dB(A) at the property line closest to the wind energy system. This sound pressure level may be exceeded during short-term events such as utility outages and/or severe wind storms. If the ambient sound pressure level exceeds 55dB(A), the stand shall be ambient dB(A) plus five dB(A).
  - d. *Construction codes, towers and interconnection standards:* On-site use wind energy systems including towers shall comply with all applicable state construction and electrical codes and local building permit requirements. On-site use wind energy systems including towers shall comply with Federal Aviation Administration (FAA) requirements, the Michigan Airport Zoning Act (Public Act 23, 1950, MCL 259.431 et seq.) the Michigan Tall Structures Act (Public Act 259 of 1959, MCL 259.481 et seq.), and local jurisdiction airport overlay zone regulations. An interconnected on-site use wind energy system shall comply with Michigan Public Service Commission and Federal Energy Regulatory Commission standards. Off-grid systems are exempt from this requirement.
  - e. *Safety:* An on-site use wind energy system shall have an automatic braking, governing or feathering system to prevent uncontrolled rotation or over speeding. All wind towers shall have lightning protection. If a tower is supported by guy wires, the wires shall be clearly visible to a height of at least six feet above the guy wire anchors. The minimum vertical blade tip clearance from grade shall be 20 feet for a wind energy system employing a horizontal axis rotor.
13. In all office, service and business districts, rooftop equipment and apparatus shall be screened from ground level by being housed in a penthouse or structure constructed of the same type of building materials used in the principal structure, or by building design.
14. Private pools shall be permitted as an accessory use within the rear yard only, provided they meet the following requirements:
  - a. There shall be a minimum distance of not less than ten feet between the adjoining property line, or alley right-of-way, and the outside of the pool wall. Side yard setbacks shall apply to side yards if greater than ten feet.
  - b. There shall be a distance of not less than four feet between the outside pool wall and any building located on the same lot.
  - c. No swimming pool shall be located less than 35 feet from any front lot line.
  - d. No swimming pool shall be located closer than one foot from any recorded easement.
  - e. For the protection of the general public, all yards containing swimming pools shall be completely enclosed by a fence not less than four feet in height. The gates shall be of a self-

closing and latching type, with the latch on the inside of the gate not readily available for children to open. Gates shall be capable of being securely locked when the pool is not in use for extended periods. Provided, however, that if the entire premises of the residence is enclosed, then this provision may be waived by the building inspector upon inspection and approval.

- f. All electrical installations or wiring in connection with swimming pools shall conform to the provision of the National Electrical Code. If service drop conductors of (or) other utility wires cross under or over a proposed pool area, the applicant shall make satisfactory arrangements with the utility involved for the relocation thereof before a permit shall be issued for the construction of a swimming pool. No portion of a swimming pool or associated structure shall be permitted to encroach upon any easement or right-of-way which has been granted for public utility use.

Sec. 2104. - Parking requirements:

5. *Parking Location.*

- a. Off-street parking spaces may be located within a non-required side or rear yard and within the rear yard setback unless otherwise provided in this ordinance. Off-street parking shall not be permitted within a front yard or a side yard setback, except in the office, business and industrial districts (OS-1, B-1, B-2, B-3, IRO, I-1, I-2, I-3, I-C). In the office, business and industrial districts, off-street parking may be permitted in the required front yard provided a minimum unobstructed and landscaped setback of 20 feet is provided. The setback is measured from the nearest point of the off-street parking area, exclusive of access driveways, and the nearest right-of-way line as indicated on the thoroughfare plan of the master plan of future land use.
- b. Off-street parking shall be set back a minimum of ten feet from all lot lines in all zoning districts.
- c. Off-street parking for other than residential use shall be either on the same lot or within three hundred (300) feet of the building it is intended to serve, measured from the nearest point of the building to the nearest point of the off-street parking lot. Ownership shall be shown of all lots or parcels intended for use as parking by the applicant.
- d. Required residential off-street parking spaces shall consist of a parking strip, parking bay, driveway, garage, or combination thereof, and shall be located on the premises they are intended to serve, and subject to the provisions of sec. 2103, "Accessory Buildings and Accessory Uses" of this article. Front yard parking on other than a driveway or in an established apron between a curb and property line shall be prohibited.

Sec. 2106. - Off-street loading and unloading:

On the same premises with every building, structure or part thereof, involving the receipt or distribution of vehicles or materials or merchandise, there shall be provided and maintained on the lot, adequate space for standing, loading, and unloading in order to avoid undue interference with public use of dedicated rights-of-way. Such space shall be provided as follows:

1. All spaces shall be provided in the rear yard in the ratio of at least ten square feet per front foot of building and shall be computed separately from the off-street parking requirements. Where an alley exists or is provided at the rear of the buildings, the rear building setback and loading requirements may be computed from the center of said alley. In OS districts off-street loading may take place in undesignated places in parking lots provided such loading is of a short term nature..

Sec. 2107. – Trash and recycling receptacles

A space for the location of a separate trash and recycling receptacle, paved and with minimum dimensions of 16 feet wide and 12 feet deep, shall be provided for each zoning lot in the nonresidential districts (OS-1, B-1 through B-6, FS, IRO, I-1 through I-3, I-C, RM-1 through RM-5 and nonresidential uses proposed within a PD district) regardless of whether or not the use of a trash and recycling receptacle is intended, trash and recycling receptacles are permitted provided that:

1. The trash and recycling receptacles are located in a rear yard or interior side yard and are clearly accessible to servicing vehicles.
2. Trash and recycling receptacles shall be screened from view on all sides. Such screening shall consist of walls constructed of a brick or finished concrete materials or earth mound either of which are less than six feet in height or at least one foot above the height of the enclosed trash and recycling receptacles whichever is greater. Gates providing access shall also provide screening and may consist of an approved treated wood material. When possible, trash and recycling receptacles screening should be constructed of the same material type as the main building facade.
3. In those districts mentioned above, trash and recycling receptacles and their screening enclosures shall be located as far as practical from any adjoining residential district or use and shall in no instance be located within 20 feet of any single family residential property line or district.
4. The location of trash and recycling receptacles shall be indicated on site plans and the location and screening shall be subject to the approval of the community and economic development director, or of the planning commission when the planning commission reviews the site plan.

Sec. 2108. - Landscape requirements.

A landscape plan shall be submitted for any proposed use or building which requires the submittal of a site plan or when otherwise required by this ordinance. In cases where a site plan is submitted for alterations or additions to an existing building, all of the standards set forth herein shall be met. Landscape plans shall be approved by the planning commission prior to the issuance of a building permit and shall be prepared in accordance with the following:

2. *Landscaping design standards*
  - i. *Trash receptacle screening.* See section 2107.

Sec. 2115. - Site plan review.

- (3) *Planning commission site plan review procedures and requirements.* Site plans and sketch plans must be submitted in accordance with the following procedures and requirements. Plans are reviewed and approved following a process of pre-conceptual review, preliminary site plan review by the planning commission and final site plan review by the community development department.
  - (a) *Applicant attendance:* The application shall be submitted by the owner of an interest in the land for which site plan approval is sought, or the designated agent of said owner. The applicant or a designated representative must be present at all scheduled review meetings or consideration of the plan shall be tabled due to lack of representation. Absence at two consecutive meetings without prior notice to the township community and economic development department shall result in denial of the application. The township office of community standards may recommend to the planning commission chairperson that the applicant's architect or engineer be required to be present at the meeting in order to address technical matters related to the application.
  - (b) *Pre-application meeting:* The applicant is encouraged to schedule a meeting with the township office of community standards to discuss the project, submittal requirements and review procedures. The purpose of this meeting is to discuss applicable standards and technical issues, and to determine the appropriate type of review process based on Table 2115.1. If the project is determined to be eligible for administrative approval, the procedures of section 2115(4) shall be followed; in other cases, the process shall proceed as described below.
  - (c) *Preliminary site plan or sketch plan submittal:* The applicant shall submit 5 paper copies and a single digital copy of the following to the office of community standards no more than 20 business days prior to the planning commission meeting that the site plan is tentatively scheduled for:
    1. A complete application form supplied by the township.
    2. A complete site plan or sketch plan that includes the information listed in section 2115(5) "Submittal Requirements."
    3. Any additional information the planning commission finds necessary to make the determinations required herein.
  - (d) *Technical (staff) reviews:* The township office of community standards shall forward the application and site plan(s) to the township planning, traffic and engineering consultants, the fire chief, and police chief. All reviews shall be submitted back to the township office of community standards.
  - (e) *Planning commission consideration of preliminary site plan:* Following technical review and comment, and compliance with administrative procedures, the site plan shall be placed on the agenda of the planning commission. The planning commission shall review the application for site plan approval, together with the reports and recommendations from staff, consultants and other reviewing agencies, as appropriate. The planning commission shall then make a determination based on the requirements and standards of this section. The planning commission is authorized to postpone, grant approval, approval subject to revisions or denial as follows:
    1. *Postpone:* The application may be postponed if it is determined to be incomplete, the applicant has not fully responded to deficiencies identified in the technical review, an ordinance interpretation or variance is needed from the zoning board of appeals, or that revisions are necessary to bring the site plan into compliance with applicable standards and regulations. The planning commission shall direct the applicant to prepare additional information, revise the site plan or direct the township staff to conduct additional analysis. The applicant shall be required to prepare revised plans accompanied by a complete list of all changes, certified as such by the applicant's design professional. Full sets of plans must be resubmitted. Amended plans or other material which show a diligent effort to address all reasons for tabling shall be placed on the agenda of the planning commission for further review and action.
    2. *Approval:* Upon determination that all requirements for site plan approval, as set forth herein, are met and a recommendation for approval has been forwarded to the planning commission by all reviewing agencies of the township, approval shall be granted subject to the applicant providing copies of all required outside agency approvals. In those instances where approval authority is vested with the township board, a recommendation shall be made by the planning commission to the township board.
    3. *Approval subject to revisions:* Upon determination that a site plan is in compliance except for minor revisions, said revisions shall be identified and the applicant shall be given the opportunity to correct the site plan prior to applying for final site plan approval. The applicant shall submit with the final site plan a complete list of all changes, certified by the applicant's design professional, to the township office of community standards for final approval after

said revisions have been completed. At its discretion, the planning commission may require the right to review the revised final site plan.

4. *Denial of approval:* Upon determination that a site plan does not comply with standards and regulations set forth in this section, requires extensive revision in order to comply with said standards and regulations, or the applicant has not satisfactorily addressed all reasons for site plan tabling, site plan approval shall be denied. The applicant must revise the plans and resubmit if the applicant is still interested in pursuing the project. A re-submittal shall be considered a new site plan and be required to re-initiate the full site plan review process. Any person aggrieved by the decision of the planning commission in denial of a site plan shall have the right to appeal the decision to the zoning board of appeals. A site plan, by request of the applicant, needs an official denial by the planning commission in order to gain access to the zoning board of appeals.
- (f) *Multiple-family and condominiums preliminary approval:* Site plans for multiple-family and condominium developments shall require the review and approval of both preliminary and final plans by the planning commission and township board. The planning commission shall make a recommendation to the township board to approve, approve with conditions or deny the preliminary site plan. Following receipt of the planning commission's recommendation, the preliminary site plan shall be considered by the township board. The township board shall take action on the request following the same standards as subsection (f) above.
- (g) *Effect of preliminary site plan review action:* Any preliminary site plan approved under this provision shall expire after one year from the date of such approval. If construction has not commenced within one year of site plan or sketch plan approval by the planning commission or the township office of community standards (as applicable), approval becomes null and void and a new application for site plan or sketch plan review shall be required. The applicant may request a one year extension by the planning commission, provided a written request is received before the expiration date and the site plan complies with current standards (i.e. any amendments to the zoning ordinance since the site plan was approved). This limitation shall not apply to preliminary PD site plans accompanying approved PD rezonings.
- (h) *Final site plans (detailed construction and engineering plans):* Except where otherwise set forth in this section, final site plan approval may be given administratively when all conditions set forth herein for final site plans are complied with except the planning commission may, at the time of preliminary site plan approval, require final site plan approval by the commission as well. The township office of community standards shall grant final site plan approval where the following requirements are met:
  1. That all local, county and state requirements as may apply to the proposed use are met. The applicant shall be required to obtain all other necessary agency permits from the Michigan Department of Environmental Quality, the Washtenaw County Road Commission, Drain Commission and Health Department, and all applicable utility companies. Copies of applications and approvals from all applicable outside agencies shall accompany submission of the application and final site plan to the township.
  2. All applicable engineering requirements are met. Complete engineering plans shall be submitted for approval by the township engineer.
  3. The design shown on the final site plan shall remain unchanged from the approved preliminary site plan. Upon determination that the final site plan does not comply with the conditions of preliminary site plan approval or that required engineering plan revisions alter the site plan configuration approved by the planning commission, the applicant shall be required to revise the site plan and engineering plans and resubmit the site plan to the body that approved the site plan for review and approval as an amended site plan.
- (i) *Multiple-family and condominiums:* Final site plans for multiple-family and condominium developments shall require the review and approval by the township board based upon a review and recommendation by the planning commission.
- (j) *Final site approval:* Final site plan approval, except as specifically permitted in subsections 1 and 2 below, shall not be given until all the above requirements are met. No work shall commence on any site, except as specifically permitted herein, or any buildings requiring site plan approval and no permits shall be issued until after final site plan approval is granted.
  1. Upon request, the township may permit, when justifiable conditions are found to exist, and after preliminary site plan approval has been given, the movement of soil on the site, prior to final site plan approval, provided:
    - a. A grading and soil erosion and sedimentation control plan, drawn to local specifications and when necessary to county specifications, has been reviewed and approved.
    - b. A soil erosion permit, when required, has been secured.
  2. Upon request, the township may permit, when justifiable conditions are found to exist, and after preliminary site plan approval has been given, the layout of footings and the construction of foundation walls prior to final site plan approval, provided:
    - a. A grading and soil erosion and sedimentation control plan, drawn to local specifications and when necessary to county specifications, has been reviewed and approved.
    - b. A soil erosion permit, when required, has been secured.

- c. Detailed engineering plans for all aboveground and belowground utilities shall be submitted for review and approval.
  - d. Footing and foundation design plans have been approved by all applicable state, county, local departments and consultants.
  - e. A resolution absolving the Township of Ypsilanti of any liability has been submitted by the applicant and approved by the township.
- (k) *Completion of site design in accordance with approved site plan.*
- 1. Following approval of the site plan or sketch plan and final approval of the engineering plans by the township engineer and the office of community standards, a building permit may be obtained. It shall be the responsibility of the applicant to obtain all other applicable township, utility, county, or state permits prior to issuance of a building permit.
  - 2. The approval of any site plan under this provision, other than subdivisions (subdivision shall follow the procedures of the Land Division Act) shall expire one year after the date of such approval, unless actual construction and development have been commenced in accordance with said site plan prior thereto. If such construction and development is commenced within said one year period, then such approval shall continue for a period of five years from the date thereof; provided, however, that a lapse of more than one year in continuous substantial construction and development does not occur, in which event, said approval shall expire. The township building official shall not issue a building permit for any type of construction on the basis of the approved site plan after such approval has expired unless such plan has received an extension for from the planning commission or township board. Fees for review of expired site plan may be waived or reduced in those instances where no substantial change in conditions of the site plan nor of abutting uses has taken place. In those instances where conditions have changed, the fee for review of expired site plans shall be the same as for the initial submittal. Any preliminary site plan approved under this provision shall expire after one year from the date of such approval.
  - 3. It shall be the responsibility of the owner of a property for which site plan approval has been granted to maintain the property in accordance with the approved site design on a continuing basis until the property is razed, or until new zoning regulations supersede the regulations upon which site approval was based, or until a new site design approval is sought. Such maintenance shall include all building and site elements depicted on the site plan including parking configuration, lighting and landscaping. Any property owner who fails to maintain a site as approved shall be deemed in violation of the applicable use provisions of this section and shall be subject to penalties.
  - 4. A development agreement with suitable guarantee may be required by the township to assure compliance with an approved final site plan.
- (4) *Administrative plan review.* For uses and projects eligible for administrative review, as identified in Table 2115.1, the following procedure shall apply:
- (a) *Submittal requirements:* Five paper copies and a single digital copy of the sketch plan that contains the information listed in section 2115(5) shall be submitted to the township office of community standards.
  - (b) *Review:* The office of community standards shall review and either approve the sketch plan, approve the sketch plan with a condition that certain revisions be made, or deny the sketch plan.
  - (c) *Appeal:* Either the township office of community standards or the applicant shall have the option to request sketch plan review by the planning commission.
  - (d) *Issuance of building permit:* A building permit shall be issued following review and approval of any engineering or construction plans by the building department and township engineer, as appropriate.
- (5) *Submittal requirements.* The following information shall be included with and as part of the site plan(s) or sketch plan(s) submitted for review. Each category of site plan items ((a), (b), (c), etc.) shall be included on a separate sheet. Applications considered to be incomplete by the office of community standards may not be reviewed by the planning commission.

Sec. 2122. – RESERVED

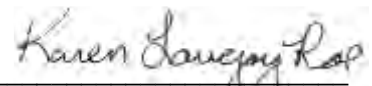
**SECTION 23. SEVERABILITY.** In the event that any one or more sections, provisions, phrases or words of this ordinance shall be found to be invalid by a Court of competent jurisdiction, such holding shall not affect the validity nor the enforceability of the remaining sections, provisions, phrases or words of this Ordinance unless expressly so determined by a Court of competent jurisdiction.

**SECTION 24. PUBLICATION.** This ordinance shall be published in a newspaper of general circulation as required bylaw.

**SECTION 25. EFFECTIVE DATE:** This ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

**SECTION 26. REPEAL:** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2018-476 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on February 20, 2018 after first being introduced at a Regular Meeting held on January 16, 2018. The motion to approve was made by member Roe and seconded by Ross Williams YES: Stumbo, Roe, Doe, Eldridge, Ross Williams, Wilson, Jarrell Roe ABSENT: None NO: None. ABSTAIN: None.



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Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

Published: Thursday, March 1, 2018

**CHARTER TOWNSHIP OF YPSILANTI  
2018 BUDGET AMENDMENT #4**

**February 20, 2018**

AMOUNTS ROUNDED TO THE NEAREST DOLLAR

**101 - GENERAL OPERATIONS FUND**

**Total Increase \$5,048.00**

Request to increase revenue and expenditure to reflect the legal padlock lawsuit funds of \$5,047.72 received on property located at 812 Cliffs Dr #201, Ypsilanti, MI, 48198. This is funded by a settlement check received 2/12/18.

Revenues:	Settlements & Judgements	101-000-000-655.100	\$5,048.00
		Net Revenues	<u>\$5,048.00</u>
Expenditures:	Public Nuisance - Legal Svcs	101-956-000-801.023	\$5,048.00
		Net Expenditures	<u>\$5,048.00</u>

**206 - FIRE FUND**

**Total Increase \$12,340.00**

Request to increase budget for 10% matching of Grants for SCBA equipment at \$7,909.09 and Fire Hose & Accessories at \$4,430.45 for a total of \$12,339.54. This budget amendment will be completed if Grants are approved. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206-000-000-699.000	\$12,340.00
		Net Revenues	<u>\$12,340.00</u>
Expenditures:	Capital Outlay -Fire Equip Fed Grant	206-970-000-979.005	\$12,340.00
		Net Expenditures	<u>\$12,340.00</u>

Motion to Amend the 2018 Budget (#4):

Move to increase the General Fund budget by \$5,048 to \$9,011,680 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$12,340 to \$5,183,252 and approve the department line item changes as outlined.

# Charter Township of Ypsilanti

## RESOLUTION NO. 2018-05

### OWNERS DAM SAFETY PROGRAM (ODSP)

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

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

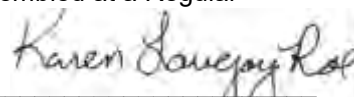
**WHEREAS**, the ODSP document clearly defines the responsibility for the Charter Township of Ypsilanti and its employees, and consultants, and

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

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

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2018-05 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on February 20, 2018.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE SALINE AREA FIRE DEPARTMENT AND ITS REGIONAL  
PARTICIPATING PARTNERS**

**2017 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM**

**AUTO EXTRICATION**

**PREAMBLE**

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

Whereas, the Hosting Organization has agreed and will be responsible for submission of the Regional Application to the 2017 Assistance for Firefighters Grant Program, in its own name on behalf of itself and the other regional participating partners who have executed this MOU on behalf of their respective government entities, for the acquisition of Auto Extrication Equipment;

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

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

**TERMS**

**I. Purpose**

The purpose of this MOU is to establish a cooperative agreement between the Saline Area Fire Department, the programmatic and financial administrator (host) for the Saline Area Fire Department and its Regional Participating Partners, (hereinafter the “Regional Participating Partners”) to secure a 2017 Assistance to Firefighters Grant and to provide Auto Extrication Equipment for the region’s safety services. This purchase will help protect the health and safety of the public and safety service personnel through obtaining equipment on a regional basis allowing for increased efficiencies in response and support by and among local jurisdictions.

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

## **II. Definitions**

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

*Equipment:* Auto Extrication

*Host Organization:* Saline Area Fire Department

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

## **III. Background to the Assistance Firefighters Grant Project**

### **Purpose and Objective:**

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

The objective of the FY 2017 AFG Program is to award grants directly to fire departments, nonaffiliated EMS organizations, and SFTAs for critically needed resources to protect the public, train emergency personnel, foster interoperability, and support community resilience.

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

FY 2017 AFG Programs play an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

### **Problem Statement:**

In Washtenaw, Wayne, and Lenawee Counties, the Saline Area Fire Department and the said Regional Participating Partners lack the appropriate Auto Extrication Equipment to provide better firefighter safety on fire scenes.

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

1. *Protecting the public and first responder safety* - providing the Equipment would be the first step in implementing common Auto Extrication equipment among Regional Participating Partners providing safety service personnel enhanced fire responder safety.
2. *Enhancing capabilities and resilience (local, regional, and national)* – provides/enhances the opportunity to build long-term interagency relationships through better understanding of each local partner's Auto Extrication equipment.

3. *Enhancing National Capabilities* -grant funding will assist in moving the Authority and the Regional Participating Partners closer in meeting one of the national priorities under the National Preparedness Goal by strengthening common capabilities.

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

5. *Interoperability* - Grant funding will allow the Authority and the Regional Participating Partners to develop short and long term goals, activities and a continuing training program to continue to enhance regional interoperability, consistent, in concert, and/or in parallel with Mutual Aid programs.

#### **IV. Responsibilities of the Saline Area Fire Department**

As the Hosting Organization for the 2017 Assistance Firefighters Grant, the Authority will:

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

#### **IV. Responsibilities of the Regional Participating Partners**

Each of the Regional Participating Partners will:

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

- d. Promptly provide any additional documentation to the Authority as requested that may be necessary in connection with the grant.
- e. Be responsible for their received equipment maintenance as needed

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

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

## **VII. Arbitration of Disputes**

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

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

## **VIII. Indemnification**

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

## **IX. Insurance**

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

## **X. Termination of the MOU**

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

## **XI. Points of Contact**

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

## **XII. Notice**

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

## **XIII. Choice of Law; Severability**

This MOU will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. Whenever possible, each provision of this MOU will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this MOU or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this MOU or the application of the provision to other parties and circumstances.

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

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

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

## **XV. Extent of Agreement; Amendments**

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

**Saline Area Fire Department  
(Regional Participating Partner)**

\_\_\_\_\_ Date: \_\_\_\_\_  
**Craig Hoeft, Fire Chief**

**EIN: 38-2145514**

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

BY ANN ARBORTOWNSHIP

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

**Ann Arbor Township Fire Department  
(Regional Participating Partner)**

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

**Mark Nicholai, Fire Chief**

**EIN: 38-6008278**

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

BY AUGUSTA TOWNSHIP FIRE DEPARTMENT

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

**Augusta Township Fire Department**  
**(Regional Participating Partner)**

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

**David Music, Fire Chief**

**EIN: 38-2042062**

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

BY CITY OF BELLEVILLE FIRE DEPARTMENT

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

**City of Belleville Fire Department**  
**(Regional Participating Partner)**

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

**Brian Loranger, Fire Chief**

**EIN: 38-6004535**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER  
BY CHELSEA AREA FIRE AUTHORITY

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

**Chelsea Area Fire Authority  
(Regional Participating Partner)**

\_\_\_\_\_ Date: \_\_\_\_\_  
**Rob Arbini, Fire Chief**

**EIN: 38-3479379**

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

BY GREEN OAK TOWNSHIP FIRE DEPARTMENT

Green Oak Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the Green Oak Township Fire Department.

**Green Oak Township Fire Department  
(Regional Participating Partner)**

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

**Kevin Gentry, Fire Chief**

**EIN: 38-1805680**

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

BY MANCHESTER TOWNSHIP FIRE DEPARTMENT

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

**Manchester Township Fire Department  
(Regional Participating Partner)**

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

**Bill Scully, Fire Chief**

**EIN: 38-1867002**

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

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

**Milan Area Fire Department**  
**(Regional Participating Partner)**

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

**Bob Stevens, Fire Chief**

**EIN: 38-2334316**

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

BY NORTHFIELD TOWNSHIP FIRE DEPARTMENT

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

**Northfield Township Fire Department**  
**(Regional Participating Partner)**

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

**William Wagner, Fire Chief**

**EIN: 38-1812291**

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

BY NORTHVILLE TOWNSHIP FIRE DEPARTMENT

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

**Northville Township Fire Department**  
**(Regional Participating Partner)**

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

**Brent Siegel, Fire Chief**

**EIN: 38-6006917**

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

BY PITTSFIELD TOWNSHIP FIRE DEPARTMENT

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

**Pittsfield Township Fire Department**  
**(Regional Participating Partner)**

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

**Sean Gleason, Fire Chief**

**EIN: 38-1737680**

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

BY VAN BUREN TOWNSHIP FIRE DEPARTMENT

Van Buren Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Van Buren Township Fire Department.

**Van Buren Township Fire Department**  
**(Regional Participating Partner)**

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

**Amy Brow, Fire Chief**

**EIN: 38-6007135**

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

BY YPSILANTI CITY FIRE DEPARTMENT

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

**Ypsilanti City Fire Department**  
**(Regional Participating Partner)**

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

**Max Anthouard Fire Chief**

**EIN: 38-600475**

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

BY YPSILANTI TOWNSHIP FIRE DEPARTMENT

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

**Ypsilanti Township Fire Department**  
**(Regional Participating Partner)**

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

**Eric Copeland, Fire Chief**

EIN: 38-6007433

Brenda L. Stumbo  
Brenda L. Stumbo, Supervisor 2-21-18

Karen Lovejoy Poe  
Karen Lovejoy Poe, Clerk 2-21-18



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

**2017 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM**

**FIRE HOSE**

**PREAMBLE**

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

Whereas, the Hosting Organization has agreed and will be responsible for submission of the Regional Application to the 2017 Assistance for Firefighters Grant Program, in its own name on behalf of itself and the other regional participating partners who have executed this MOU on behalf of their respective government entities, for the acquisition of Fire Hose;

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

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

**TERMS**

**I. Purpose**

The purpose of this MOU is to establish a cooperative agreement between the Northfield Township Fire Department, the programmatic and financial administrator (host) for the Northfield Township Fire Department and its Regional Participating Partners, (hereinafter the “Regional Participating Partners”) to secure a 2017 Assistance to Firefighters Grant and to provide Fire Hose for the region’s safety services. This purchase will help protect the health and safety of the public and safety service personnel through obtaining equipment on a regional basis allowing for increased efficiencies in response and support by and among local jurisdictions.

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

## **II. Definitions**

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

*Equipment:* Fire Hose and appropriate associated accessories

*Host Organization:* Northfield Township Fire Department

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

## **III. Background to the Assistance Firefighters Grant Project**

### **Purpose and Objective:**

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

The objective of the FY 2017 AFG Program is to award grants directly to fire departments, nonaffiliated EMS organizations, and SFTAs for critically needed resources to protect the public, train emergency personnel, foster interoperability, and support community resilience.

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

FY 2017 AFG Programs play an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

### **Problem Statement:**

In Washtenaw and Wayne Counties, the Northfield Township Fire Department and the said Regional Participating Partners lack the appropriate Fire Hose to provide better firefighter safety on fire scenes.

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

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

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

5. *Interoperability* - Grant funding will allow the Authority and the Regional Participating Partners to develop short and long term goals, activities and a continuing training program to continue to enhance regional interoperability, consistent, in concert, and/or in parallel with Mutual Aid programs.

#### **IV. Responsibilities of the Northfield Township Fire Department**

As the Hosting Organization for the 2017 Assistance Firefighters Grant, the Authority will:

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

#### **IV. Responsibilities of the Regional Participating Partners**

Each of the Regional Participating Partners will:

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

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

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

## **VII. Arbitration of Disputes**

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

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

## **VIII. Indemnification**

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

## **IX. Insurance**

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

## **X. Termination of the MOU**

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

## **XI. Points of Contact**

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

## **XII. Notice**

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

## **XIII. Choice of Law; Severability**

This MOU will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. Whenever possible, each provision of this MOU will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this MOU or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this MOU or the application of the provision to other parties and circumstances.

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

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

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

## **XV. Extent of Agreement; Amendments**

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

**Northfield Township Fire Department  
(Regional Participating Partner)**

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

**William Wagner, Fire Chief**

**EIN: 38-1812291**

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

BY ANN ARBORTOWNSHIP

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

**Ann Arbor Township Fire Department  
(Regional Participating Partner)**

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

**Mark Nicholai, Fire Chief**

**EIN: 38-6008278**

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

BY AUGUSTA TOWNSHIP FIRE DEPARTMENT

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

**Augusta Township Fire Department**  
**(Regional Participating Partner)**

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

**David Music, Fire Chief**

**EIN: 38-2042062**

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

BY CITY OF BELLEVILLE FIRE DEPARTMENT

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

**City of Belleville Fire Department**  
**(Regional Participating Partner)**

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

**Brian Loranger, Fire Chief**

**EIN: 38-6004535**

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

BY GREEN OAK TOWNSHIP FIRE DEPARTMENT

Green Oak Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the Green Oak Township Fire Department.

**Green Oak Township Fire Department  
(Regional Participating Partner)**

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

**Kevin Gentry, Fire Chief**

**EIN: 38-1805680**

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

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

**Milan Area Fire Department**  
**(Regional Participating Partner)**

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

**Bob Stevens, Fire Chief**

**EIN: 38-2334316**

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

BY NORTHVILLE TOWNSHIP FIRE DEPARTMENT

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

**Northville Township Fire Department**  
**(Regional Participating Partner)**

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

**Brent Siegel, Fire Chief**

**EIN: 38-6006917**

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

BY SALEM TOWNSHIP FIRE DEPARTMENT

Salem Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the Salem Township Fire Department

**Salem Township Fire Department  
(Regional Participating Partner)**

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

**Craig Hoeft, Fire Chief**

**EIN: 38-2145514**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER  
BY SCIO TOWNSHIP FIRE DEPARTMENT

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

**Scio Township Fire Department  
(Regional Participating Partner)**

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

**Doug Armstrong, Fire Chief**

**EIN: 38-1948636**

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

BY VAN BUREN TOWNSHIP FIRE DEPARTMENT

Van Buren Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Van Buren Township Fire Department.

**Van Buren Township Fire Department**  
**(Regional Participating Partner)**

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

**Amy Brow, Fire Chief**

**EIN: 38-6007135**

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

BY YPSILANTI CITY FIRE DEPARTMENT

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

**Ypsilanti City Fire Department**  
**(Regional Participating Partner)**

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

**Max Anthouard Fire Chief**

**EIN: 38-600475**

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

BY YPSILANTI TOWNSHIP FIRE DEPARTMENT

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

**Ypsilanti Township Fire Department**  
**(Regional Participating Partner)**

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

**Eric Copeland, Fire Chief**

EIN: 38-6007433

Brenda L. Stumbo  
Brenda L. Stumbo, Supervisor 2-21-18

Karen Lovejoy Roe  
Karen Lovejoy Roe, Clerk 2-21-18



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

**2017 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM**

**SCBA**

**PREAMBLE**

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

Whereas, the Hosting Organization has agreed and will be responsible for submission of the Regional Application to the 2017 Assistance for Firefighters Grant Program, in its own name on behalf of itself and the other regional participating partners who have executed this MOU on behalf of their respective government entities, for the acquisition of SCBA;

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

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

**TERMS**

**I. Purpose**

The purpose of this MOU is to establish a cooperative agreement between the Superior Township Fire Department, the programmatic and financial administrator (host) for the Superior Township Fire Department and its Regional Participating Partners, (hereinafter the “Regional Participating Partners”) to secure a 2017 Assistance to Firefighters Grant and to provide SCBA for the region’s safety services. This purchase will help protect the health and safety of the public and safety service personnel through obtaining equipment on a regional basis allowing for increased efficiencies in response and support by and among local jurisdictions.

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

## **II. Definitions**

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

*Equipment:* SCBA

*Host Organization:* Superior Township Fire Department

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

## **III. Background to the Assistance Firefighters Grant Project**

### **Purpose and Objective:**

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

The objective of the FY 2017 AFG Program is to award grants directly to fire departments, nonaffiliated EMS organizations, and SFTAs for critically needed resources to protect the public, train emergency personnel, foster interoperability, and support community resilience.

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

FY 2017 AFG Programs play an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

### **Problem Statement:**

In Washtenaw, Wayne, and Lenawee Counties, the Superior Township Fire Department and the said Regional Participating Partners lack the appropriate Fire Hose to provide better firefighter safety on fire scenes.

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

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

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

5. *Interoperability* - Grant funding will allow the Authority and the Regional Participating Partners to develop short and long term goals, activities and a continuing training program to continue to enhance regional interoperability, consistent, in concert, and/or in parallel with Mutual Aid programs.

#### **IV. Responsibilities of the Superior Township Fire Department**

As the Hosting Organization for the 2017 Assistance Firefighters Grant, the Authority will:

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

#### **IV. Responsibilities of the Regional Participating Partners**

Each of the Regional Participating Partners will:

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

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

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

## **VII. Arbitration of Disputes**

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

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

## **VIII. Indemnification**

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

## **IX. Insurance**

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

## **X. Termination of the MOU**

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

## **XI. Points of Contact**

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

## **XII. Notice**

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

## **XIII. Choice of Law; Severability**

This MOU will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. Whenever possible, each provision of this MOU will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this MOU or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this MOU or the application of the provision to other parties and circumstances.

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

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

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

## **XV. Extent of Agreement; Amendments**

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

**Superior Township Fire Department  
(Regional Participating Partner)**

\_\_\_\_\_ Date: \_\_\_\_\_  
**Victor Chevette, Fire Chief**

**EIN: 38-6019649**

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

BY ANN ARBORTOWNSHIP

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

**Ann Arbor Township Fire Department  
(Regional Participating Partner)**

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

**Mark Nicholai, Fire Chief**

**EIN: 38-6008278**

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

BY CLINTON FIRE DEPARTMENT

Clinton Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Clinton Fire Department.

**Clinton Fire Department**  
**(Regional Participating Partner)**

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

**Dennis Keezer, Fire Chief**

**EIN: 38-6007244**

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

BY MANCHESTER TOWNSHIP FIRE DEPARTMENT

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

**Manchester Township Fire Department  
(Regional Participating Partner)**

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

**Bill Scully, Fire Chief**

**EIN: 38-1867002**

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

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

**Milan Area Fire Department**  
**(Regional Participating Partner)**

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

**Bob Stevens, Fire Chief**

**EIN: 38-2334316**

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

BY NORTHFIELD TOWNSHIP FIRE DEPARTMENT

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

**Northfield Township Fire Department**  
**(Regional Participating Partner)**

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

**William Wagner, Fire Chief**

**EIN: 38-1812291**

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

BY SALEM TOWNSHIP FIRE DEPARTMENT

Salem Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the Salem Township Fire Department

**Salem Township Fire Department  
(Regional Participating Partner)**

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

**Craig Hoeft, Fire Chief**

**EIN: 38-2145514**

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

BY YPSILANTI CITY FIRE DEPARTMENT

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

**Ypsilanti City Fire Department**  
**(Regional Participating Partner)**

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

**Max Anthouard Fire Chief**

**EIN: 38-600475**

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

BY YPSILANTI TOWNSHIP FIRE DEPARTMENT

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

**Ypsilanti Township Fire Department**  
**(Regional Participating Partner)**

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

Eric Copeland, Fire Chief

EIN: 38-6007433

Brenda L. Stumbo  
Brenda L. Stumbo, Supervisor 2-21-18

Karen Lovejoy  
Karen Lovejoy Rec. Clerk 2-21-18



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE MILAN AREA FIRE DEPARTMENT AND ITS REGIONAL  
PARTICIPATING PARTNERS**

**2017 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM**

**TURNOUT GEAR**

**PREAMBLE**

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

Whereas, the Hosting Organization has agreed and will be responsible for submission of the Regional Application to the 2017 Assistance for Firefighters Grant Program, in its own name on behalf of itself and the other regional participating partners who have executed this MOU on behalf of their respective government entities, for the acquisition of Turnout Gear;

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

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

**TERMS**

**I. Purpose**

The purpose of this MOU is to establish a cooperative agreement between the Milan Area Fire Department, the programmatic and financial administrator (host) for the Milan Area Fire Department and its Regional Participating Partners, (hereinafter the “Regional Participating Partners”) to secure a 2017 Assistance to Firefighters Grant and to provide Turnout Gear for the region’s safety services. This purchase will help protect the health and safety of the public and safety service personnel through obtaining equipment on a regional basis allowing for increased efficiencies in response and support by and among local jurisdictions.

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

## **II. Definitions**

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

*Equipment:* Turnout Gear

*Host Organization:* Milan Area Fire Department

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

## **III. Background to the Assistance Firefighters Grant Project**

### **Purpose and Objective:**

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

The objective of the FY 2017 AFG Program is to award grants directly to fire departments, nonaffiliated EMS organizations, and SFTAs for critically needed resources to protect the public, train emergency personnel, foster interoperability, and support community resilience.

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

FY 2017 AFG Programs play an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

### **Problem Statement:**

In Washtenaw, Wayne, and Lenawee Counties, the Milan Area Fire Department and the said Regional Participating Partners lack the appropriate Fire Hose to provide better firefighter safety on fire scenes.

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

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

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

5. *Interoperability* - Grant funding will allow the Authority and the Regional Participating Partners to develop short and long term goals, activities and a continuing training program to continue to enhance regional interoperability, consistent, in concert, and/or in parallel with Mutual Aid programs.

#### **IV. Responsibilities of the Milan Area Fire Department**

As the Hosting Organization for the 2017 Assistance Firefighters Grant, the Authority will:

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

#### **IV. Responsibilities of the Regional Participating Partners**

Each of the Regional Participating Partners will:

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

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

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

## **VII. Arbitration of Disputes**

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

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

## **VIII. Indemnification**

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

## **IX. Insurance**

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

## **X. Termination of the MOU**

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

## **XI. Points of Contact**

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

## **XII. Notice**

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

## **XIII. Choice of Law; Severability**

This MOU will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. Whenever possible, each provision of this MOU will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this MOU or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this MOU or the application of the provision to other parties and circumstances.

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

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

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

## **XV. Extent of Agreement; Amendments**

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

Milan Area Fire Department  
**(Regional Participating Partner)**

\_\_\_\_\_ Date: \_\_\_\_\_  
**Bob Stevens, Fire Chief**

EIN: 38-2334316

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

BY CLINTON FIRE DEPARTMENT

Clinton Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Clinton Fire Department.

**Clinton Fire Department**  
**(Regional Participating Partner)**

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

**Dennis Keezer, Fire Chief**

**EIN: 38-6007244**

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

BY GREEN OAK TOWNSHIP FIRE DEPARTMENT

Green Oak Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the Green Oak Township Fire Department.

**Green Oak Township Fire Department  
(Regional Participating Partner)**

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

**Kevin Gentry, Fire Chief**

**EIN: 38-1805680**

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

BY MANCHESTER TOWNSHIP FIRE DEPARTMENT

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

**Manchester Township**  
**(Regional Participating Partner)**

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

**Bill Scully, Fire Chief**

**EIN: 38-1867002**

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

BY VAN BUREN TOWNSHIP FIRE DEPARTMENT

Van Buren Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Van Buren Township Fire Department.

**Van Buren Township Fire Department**  
**(Regional Participating Partner)**

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

**Amy Brow, Fire Chief**

**EIN: 38-6007135**

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

BY YPSILANTI CITY FIRE DEPARTMENT

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

**Ypsilanti City Fire Department**  
**(Regional Participating Partner)**

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

**Max Anthouard Fire Chief**

**EIN: 38-600475**

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

BY YPSILANTI TOWNSHIP FIRE DEPARTMENT

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

**Ypsilanti Township Fire Department**  
**(Regional Participating Partner)**

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

**Eric Copeland, Fire Chief**

EIN: 38-6007433

*Brenda L. Stumbo*  
Brenda L. Stumbo, Supervisor 2-21-18

*Karen Lovejoy Roe*  
Karen Lovejoy Roe, Clerk 2-21-18





*Supervisor*  
**BRENDA L. STUMBO**  
*Clerk*  
**KAREN LOVEJOY ROE**  
*Treasurer*  
**LARRY J. DOE**  
*Trustees*  
**STAN ELDRIDGE**  
**HEATHER ROE**  
**MONICA ROSS-WILLIAMS**  
**JIMMIE WILSON**

**ACCOUNTING DEPT**

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

*Charter Township of Ypsilanti*

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## STATEMENTS AND CHECKS

*MARCH 6, 2018 BOARD MEETING*

ACCOUNTS PAYABLE CHECKS -	\$	385,196.79
HAND CHECKS -	\$	500,105.81
CREDIT CARDS PURCHASES -	\$	0.00
GRAND TOTAL -	\$	<b>885,302.60</b>

Check Date	Check	Vendor Name	Amount
Bank AP AP			
03/06/2018	177852	A & R TOTAL CONSTRUCTION, INC.	2,673.60
03/06/2018	177853	A.F. SMITH ELECTRIC	946.09
03/06/2018	177854	ABBAY DOOR	168.00
03/06/2018	177855	ACCUSHRED LLC	65.00
03/06/2018	177856	AMAZON CAPITAL SERVICES	5,615.78
03/06/2018	177857	AMERICAN JUDGE'S ASSOC.	175.00
03/06/2018	177858	ANN ARBOR AREA CONVENTION	75.00
03/06/2018	177859	ANN ARBOR CLEANING SUPPLY	80.52
03/06/2018	177860	ANN ARBOR WELDING SUPPLY CO	228.78
03/06/2018	177861	ATLANTIC WELDING SUPPLY	84.00
03/06/2018	177862	AUTO VALUE YPSILANTI	162.83
03/06/2018	177863	BANDIT INDUSTRIES	500.66
03/06/2018	177864	CAFLOP INDUSTRIES	3,000.00
03/06/2018	177865	CDW GOVERNMENT INC	113.71
03/06/2018	177866	CFS PRODUCTS, INC	69.90
03/06/2018	177867	CHARTER TOWNSHIP OF SUPERIOR	5.05
03/06/2018	177868	CHELSEA BRODFUEHRER	2,118.60
03/06/2018	177869	CINCINNATI TIME SYSTEMS	675.60
03/06/2018	177870	CITY OF YPSILANTI	1,390.36
03/06/2018	177871	COMERICA BANK	332.43
03/06/2018	177872	COMPLETE BATTERY SOURCE	21.21
03/06/2018	177873	DAYLAN JACKSON	50.00
03/06/2018	177874	EMERGENCY VEHICLE SERVICES	615.38
03/06/2018	177875	FIBER LINK	360.50
03/06/2018	177876	FLOYD WOODARD	2,592.00
03/06/2018	177877	GORDON CRUMP	40.00
03/06/2018	177878	GORDON FOOD SERVICE INC.	596.79
03/06/2018	177879	GOVERNMENTAL CONSULTANT SERVICES	3,021.00
03/06/2018	177880	GREGORY CRUMP	55.00
03/06/2018	177881	GRIFFIN PEST SOLUTIONS	93.00
03/06/2018	177882	HEIKKINEN PRODUCTIONS	367.00
03/06/2018	177883	HOME DEPOT	105.59
03/06/2018	177884	HOME DEPOT USA	116.25
03/06/2018	177885	INTERNATIONAL CODE COUNCIL	1,987.19
03/06/2018	177886	IOAN CERNAU	3,000.00
03/06/2018	177887	J.S. BIONDI CONSTRUCTION	1,000.00
03/06/2018	177888	JAMES JOHNSON IV	30.00
03/06/2018	177889	KAREN LOVEJOY ROE	108.65
03/06/2018	177890	KNOWBE4 INC	1,397.25
03/06/2018	177891	LAWRENCE BUILDING CORP.	1,000.00
03/06/2018	177892	LEAH DIEBEL	337.50
03/06/2018	177893	LIFELOC	70.00
03/06/2018	177894	LOMBARDO HOMES OF SE MI LLC	15,246.00
03/06/2018	177895	LOMBARDO HOMES OF SE MI LLC	5,001.00
03/06/2018	177896	LOMBARDO HOMES OF SE MI LLC	11,200.00
03/06/2018	177897	LOMBARDO HOMES OF SE MI LLC	4,414.00
03/06/2018	177898	LOWER HURON SUPPLY	397.98
03/06/2018	177899	MARK HAMILTON	1,500.00
03/06/2018	177900	METRO AIRPORT TRUCK	1,029.40
03/06/2018	177901	MICHIGAN LINEN SERVICE, INC.	1,044.12
03/06/2018	177902	MLIVE MEDIA GROUP	1,194.60
03/06/2018	177903	MSDSONLINE, INC	846.00
03/06/2018	177904	NAPA AUTO PARTS	460.20
03/06/2018	177905	NEOPOST	667.00
03/06/2018	177906	OFFICE EXPRESS	1,382.37
03/06/2018	177907	ORCHARD, HILTZ & MCCLIMENT INC	3,633.00
03/06/2018	177908	ORIENTAL TRADING COMPANY, INC.	272.26
03/06/2018	177909	PETER BUILDING COMPANY	4,245.00
03/06/2018	177910	PREFERRED TONER SOLUTIONS	79.95
03/06/2018	177911	PRIORITY ONE EMERGENCY	149.98
03/06/2018	177912	PRIORITY SYSTEMS	255.49
03/06/2018	177913	QUALITY DINING	893.75
03/06/2018	177914	RICHARD FITZGERALD	2,604.00
03/06/2018	177915	RICOH USA, INC.	168.95
03/06/2018	177916	ROBERT ENGEL	1,308.00
03/06/2018	177917	RON BLEVINS	60.00
03/06/2018	177918	RONCELLI R.B. CONSTRUCTION	7,400.00
03/06/2018	177919	RUBBER STAMPS UNLIMITED INC	20.70
03/06/2018	177920	SHANE FITNESS	50.40
03/06/2018	177921	SHERWIN WILLIAMS COMPANY	64.16
03/06/2018	177922	SITEONE LANDSCAPE SUPPLY, LLC	434.39
03/06/2018	177923	SOUTHERN COMPUTER WAREHOUSE	7,087.54
03/06/2018	177924	SPARTAN DISTRIBUTORS	335.25
03/06/2018	177925	STADIUM TROPHY	19.80
03/06/2018	177926	STANDARD PRINTING	910.00
03/06/2018	177927	STATE OF MICHIGAN	500.00
03/06/2018	177928	TARGET INFORMATION	157.55
03/06/2018	177929	THERESE FOOTE	25.20

*A/P checks*

Check Date	Check	Vendor Name	Amount
03/06/2018	177930	THOMSON REUTERS - WEST PAYMENT CTR	39.31
03/06/2018	177931	TODD BARBER	2,050.00
03/06/2018	177932	VALERIE BASS	411.75
03/06/2018	177933	VENTURE CONTRACTING & DEVELOPMENT	1,000.00
03/06/2018	177934	VICTORY LANE	73.94
03/06/2018	177935	W.J. O'NEIL COMPANY	7,451.08
03/06/2018	177936	WASHTENAW COUNTY LEGAL NEWS	145.00
03/06/2018	177937	WASHTENAW COUNTY TREASURER#	44,965.00
03/06/2018	177938	WASHTENAW COUNTY TREASURER#	216,922.13
03/06/2018	177939	WASHTENAW URGENT CARE	140.00
03/06/2018	177940	WEINGARTZ	268.82
03/06/2018	177941	YPSILANTI COMMUNITY	700.00
03/06/2018	177942	YSHELU JOHNSON	526.50

AP TOTALS:

Total of 91 Checks:	385,196.79
Less 0 Void Checks:	0.00
Total of 91 Disbursements:	<u>385,196.79</u>

Check Date	Check	Vendor Name	Amount
<i>HAND CHECKS</i>			
Bank AP AP			
02/16/2018	177813	COMCAST CABLE	116.91
02/16/2018	177814	COMCAST CABLE	234.85
02/16/2018	177815	COMCAST CABLE	113.85
02/16/2018	177816	COMCAST CABLE	104.85
02/16/2018	177817	COMCAST CABLE	114.35
02/16/2018	177818	COMCAST CABLE	113.85
02/16/2018	177819	GUARDIAN ALARM	453.93
02/16/2018	177820	MR. BUBBLES AUTO SPA	120.00
02/16/2018	177821	SAM'S CLUB DIRECT	146.56
02/16/2018	177822	VERIZON WIRELESS	516.35
02/16/2018	177823	WASTE MANAGEMENT	115,838.01
02/16/2018	177824	WASTE MANAGEMENT	33,870.39
02/16/2018	177825	WASTE MANAGEMENT	1,056.76
02/16/2018	177826	WASTE MANAGEMENT	712.75
02/16/2018	177827	WASTE MANAGEMENT	243.07
02/16/2018	177828	WASTE MANAGEMENT	30,474.54
02/16/2018	177829	WASTE MANAGEMENT	517.94
02/21/2018	177830	AMAZON CAPITAL SERVICES	39.94
02/21/2018	177831	COMCAST CABLE	135.14
02/21/2018	177832	MARK HAMILTON	1,500.00
02/21/2018	177833	WILLIAM E. LONG	4,480.00
02/20/2018	177834	CRYSTAL FLASH, INC.	2,965.50
02/23/2018	177835	ENCORE DCS, INC	548.00
02/23/2018	177836	DTE ENERGY	21,272.71
02/23/2018	177837	YPSILANTI COMMUNITY	554.44
02/28/2018	177838	BLUE CROSS BLUE SHIELD OF MI	139,618.14
02/28/2018	177839	BLUE CROSS BLUE SHIELD OF MI	35,837.76
02/28/2018	177840	CLEAR RATE COMMUNICATIONS, INC	840.09
02/28/2018	177841	COMCAST CABLE	104.85
02/28/2018	177842	COMCAST CABLE	214.90
02/28/2018	177843	COMCAST CABLE	182.00
02/28/2018	177844	COMCAST CABLE	154.85
02/28/2018	177845	DELTA DENTAL PLAN OF MICHIGAN	12,921.12
02/28/2018	177846	DTE ENERGY	7,607.53
02/28/2018	177847	DTE ENERGY**	76,098.72
02/28/2018	177848	STANDARD INSURANCE COMPANY	4,678.05
02/28/2018	177849	VISION SERVICE PLAN	2,737.32
02/28/2018	177850	WEX BANK	2,437.43
02/28/2018	177851	WINDSTREAM	428.36

AP TOTALS:

Total of 39 Checks:	500,105.81
Less 0 Void Checks:	0.00
Total of 39 Disbursements:	500,105.81

# ATTORNEY REPORT

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GENERAL LEGAL UPDATE

# **NEW BUSINESS**

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**CHARTER TOWNSHIP OF YPSILANTI  
2018 BUDGET AMENDMENT #5**

March 6, 2018

AMOUNTS ROUNDED TO THE NEAREST DOLLAR

**101 - GENERAL OPERATIONS FUND**

**Total Increase \$8,189.00**

Request to increase revenue and expenditure to reflect the funds of \$8,188.58 received from the public nuisance lawsuit for vacant property located at 930 Hunter, Ypsilanti, MI. This is funded by a settlement check received by the Township on February 22, 2018.

Revenues:	Settlements & Judgements	101-000-000-655.100	\$8,189.00
		<b>Net Revenues</b>	<u>\$8,189.00</u>
Expenditures:	Public Nuisance - Legal Svcs	101-950-000-801.023	\$8,189.00
		<b>Net Expenditures</b>	<u>\$8,189.00</u>

**212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)**

**Total Increase \$193,700.00**

Request to increase budget for Connecting Communities Initiative Grant with Washtenaw County. The total grant is \$125,700. The Township's share is \$29,000. The Township will pay expenditures and will be reimbursement \$96,700 from the County after project is completed. This will be funded by a partial Grant reimbursement and an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$29,000.00
	County Grant	212-000-000-540.000	\$96,700.00
		<b>Net Revenues</b>	<u>\$125,700.00</u>
Expenditures:	Capital Outlay -Pathway	212-970-000-997.007	\$125,700.00
		<b>Net Expenditures</b>	<u>\$125,700.00</u>

Request to increase budget to purchase a skid steer sweeper to remove snow from sidewalks. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$68,000.00
		<b>Net Revenues</b>	<u>\$68,000.00</u>
Expenditures:	Equipment	212-970-000-977.000	\$68,000.00
		<b>Net Expenditures</b>	<u>\$68,000.00</u>

**CHARTER TOWNSHIP OF YPSILANTI  
2018 BUDGET AMENDMENT #5**

**March 6, 2018**

**595 - MOTOR POOL FUND**

**Total Increase \$181,929.00**

Request to increase budget to purchase 7 new fleet vehicles for the Township at a total of \$180,179. These vehicles are listed in a memo request by Carl Girbach to replace needed vehicles. An estimated \$1,750 ( \$250 per vehicle) will be needed for Township decals. The departments receiving the new vehicles will be paying the Motor Pool fund back over a 5 year period for the use of the vehicles and will continue to pay a maintenance amount as long as they have said vehicle. This will initially be funded by an Appropriation of Prior Year Fund Balance.

<b>Revenues:</b>	<b>Prior Year Fund Balance</b>	<b>595-000-000-699.000</b>	<b>\$181,929.00</b>
		<b>Net Revenues</b>	<b><u>\$181,929.00</u></b>
<b>Expenditures:</b>	<b>Capital Outlay - Vehicles</b>	<b>595-595-000-985.000</b>	<b>\$181,929.00</b>
		<b>Net Expenditures</b>	<b><u>\$181,929.00</u></b>

Motion to Amend the 2018 Budget (#5):

Move to increase the General Fund budget by \$8,189 to \$9,019,869 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads, General (BSRII) Fund budget by \$193,700 to \$1,720,458 and approve the department line item changes as outlined.

Move to increase the Motor Pool Fund budget by \$181,929 to \$460,191 and approve the department line item changes as outlined.

# Charter Township of Ypsilanti

## RESOLUTION NO. 2018-06

### *A Resolution to Approve the Washtenaw County Solid Waste Management Plan 2017 Amendment*

**WHEREAS**, Part 115 of the Natural Resources and Environmental Protection Act, 194 PA 451, as enforced by the Michigan Department of Environmental Quality (MDEQ), requires each Michigan County to have a Solid Waste Management Plan to assure that solid waste generated in the county is collected and recovered, processed or disposed of for a ten-year period at facilities that comply with state laws and rules; and

**Whereas**, in furtherance of the statutory requirements, the Washtenaw County Board of Commissioners appointed a 14-member Solid Waste Planning Committee in August 2015 to amend Washtenaw County's 1999 Solid Waste Management Plan; and

**Whereas**, pursuant to Michigan statute, the draft Solid Waste Management Plan amendment was opened to a lengthy and robust public comment period, held from April through October 2017; and

**Whereas**, the Plan language promotes municipal and residential coordination and collaboration with Washtenaw County to provide integrated solid waste management programs and policies that emphasize waste prevention, reduction, recycling and composting; and

**Whereas**, on December 6, 2017, the Washtenaw County Solid Waste Management Plan 2017 Amendment was formally approved by the Washtenaw County Board of Commissioners and will next be presented to the twenty-eight jurisdictions within Washtenaw County for their consideration and action for approval prior to submittal to the Michigan Department of Environmental Quality for final approval.

**Now, Therefore, Be It Resolved**, that the Charter Township of Ypsilanti supports the Washtenaw County Solid Waste Management Plan 2017 Amendment; and

***Be It Further Resolved,*** that the Charter Township of Ypsilanti approves the Washtenaw County Solid Waste management Plan 2017 Amendment, and supports the Plan being submitted to the submitted to the Michigan Department of Environmental Quality for final approval.

*Supervisor*  
BRENDA L. STUMBO  
*Clerk*  
KAREN LOVEJOY ROE  
*Treasurer*  
LARRY J. DOE  
*Trustees*  
STAN ELDRIDGE  
HEATHER ROE  
MONICA ROSS-WILLIAMS  
JIMMIE WILSON, JR.



Charter Township of Ypsilanti  
Hydro Station

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 544.3690  
Fax: (734) 544.3626

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

# MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Michael Saranen, Hydro Operations

DATE: February 26, 2018

RE: **Request Board Authorization to approve quote from James Leffel & Company for replacement runner shaft bearing, runner shaft and bolts for Runner #2 at the Hydro Station in the amount of \$110,669.00 to be charge to 252.252.000.977.000 and a prepayment of \$ 38,734.15.**

At the January 16, 2018 Board Meeting, the Board approved getting prices for parts, disassemble and reassemble of the runner shaft bearing for runner #2. This request is the parts portion of the project with a separate request for labor that is forth coming.

The existing turbine shaft bearing is a fixed babbitt bearing which requires grease to be injected to reduce wear.

I am proposing to remove the existing babbitt grease bearing and replace it with an adjustable Lignum Vitae (Tropical Wood) Material. This new bearing is water lubricated and is easily adjusted. Additionally, the bearing blocks can be replaced individually unlike the babbitt bearings.

The James Leffel & Company, the manufacturer of the turbines at the hydro has the necessary prints and can deliver the new parts in about 12 weeks. Their proposal requires a 35% down payment in order to start making the parts.

I am requesting authorization to approve the quote from the James Leffel & Company for parts for runner #2 in the amount of \$110,669 as a single source supplier. Approve a 35% down payment in the amount of \$38,734.15 to be charged to 252.252.000.977.000. This is a budgeted expenditure for 2018.

Please place this request on the March 6, 2018 agenda for Board consideration.

**1862-2017**  
**Celebrating over 150 years of Hydro Industry Expertise**

**THE JAMES LEFFEL & CO.**



Manufacturers of  
**HYDRAULIC TURBINES**

1978 Commerce Circle – Springfield, OH USA 45504-2012

Phone (937) 322-0116

[www.leffelcompany.com](http://www.leffelcompany.com)

Fax: (937) 322-0467

February 23, 2018

Mr. Michael Saranen  
Ford Lake Hydro

Subject: W-1262 Bearing and Shaft  
Revised 2

Dear Mr. Saranen,

In response to your request and later phone call, The James Leffel & Co. is please to provide the following proposal:

One (1) Quarter block adjustable bearing for installation on the crown plate

Price: \$ 74,210.00

Description:

The bearing will have four adjustable blocks. The bearing blocks will be machined from Lignum Vitae (Tropical Wood) Material. The adjustment is accomplished by means of wedges with guides in the bearing housing and tapered surfaces on the bearing block backing plates. Each block has two wedges with adjusting screws. These are set thru holes in the top cover. The adjusting bolts and hardware for this bearing are made of stainless steel. The housing as well as the upper and lower covers are made of cast ductile iron. The shaft bushing in the covers and the adjusting wedges are made of bronze. Finally, in order to mount this new bearing, a pedestal ring is included. This will be bolted to the crown plate and will have the same hole pattern as the original bearing.

One (1) Turbine Stub Shaft

Price: \$ 32,945.00

Description:

The proposed turbine shaft is about 62” long. This will have integral forged flanges. In the area of the bearing the shaft will be lined with a stainless steel sleeve. The new shaft will have a 1” long dowel fit to line up in the runner bore but no keyway.

8 Pc Coupling Bolts - Runner to Turbine Shaft with Nuts per drawing 35899-2

Price \$1,280.00 Lot

8 Pc Coupling Shoulder Bolts -Turbine Shaft to Lower Extension Shaft with Nuts per drawing 36639-6

Price \$2,234.00 Lot

Delivery Time: 12 weeks ARO  
Payment Terms: 35% with order  
65% upon delivery

Other Terms: Per our Standard Sales Terms and Conditions.

I hope you will find this proposal of interest to have a bearing which can be adjusted as the blocks and the shaft sleeve wear. This will enable you to keep the runner centered in the gate case at all times. It is anticipated that the bearing has to be adjusted twice a year. Shorter or longer intervals for this service will have to be determined upon experience at this plant.

With this proposal I have included a picture of a similar bearing with 6 blocks as an illustration. The proposed bearing has 4 blocks. When these units were supplied both had adjustable quarter block bearings of similar style.

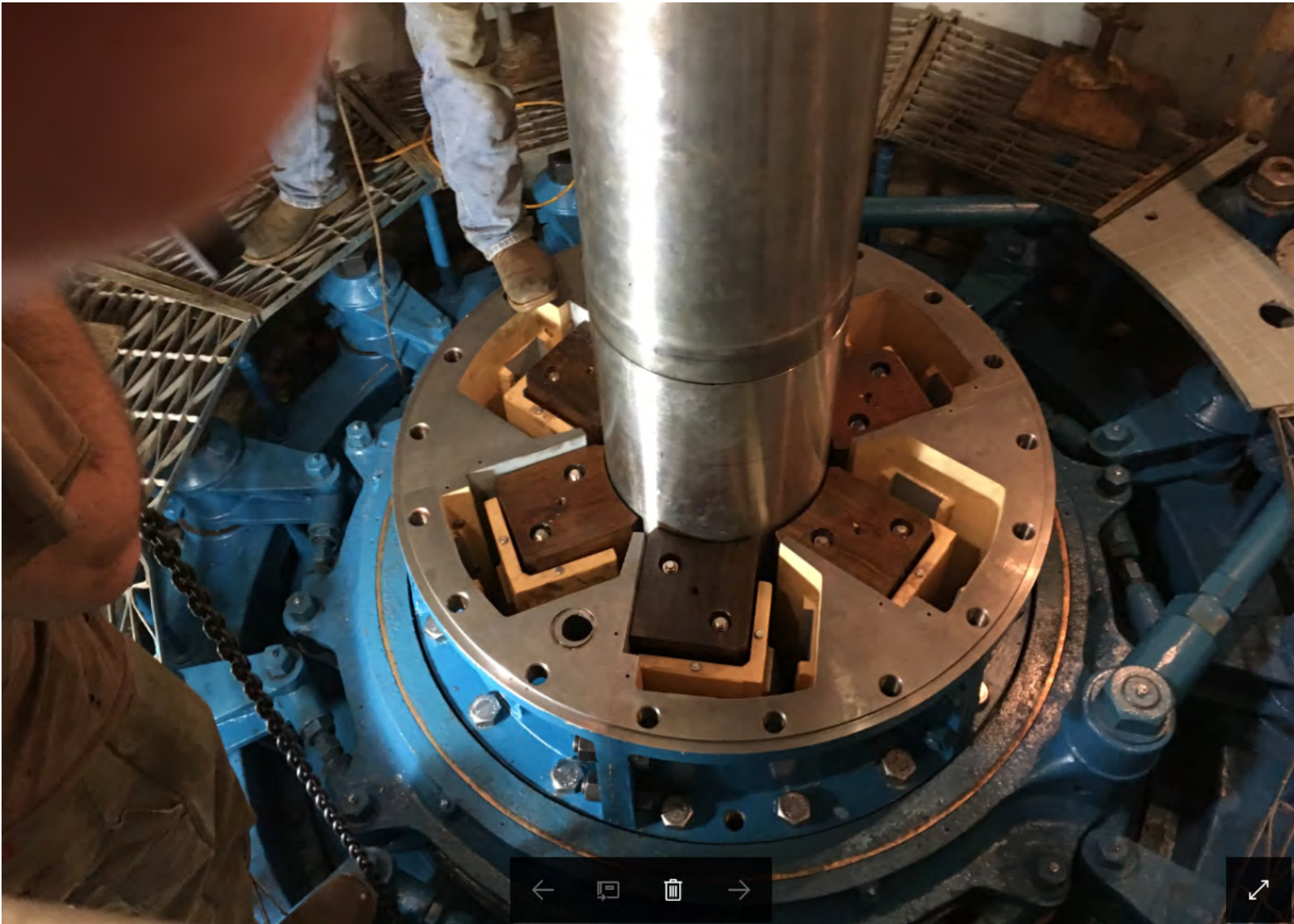
We will provide training of your personnel to adjust this bearing.

Sincerely,

Anders Dyngne  
President  
The James Leffel & Co.

AD/sds

Pictured is a 6 block bearing, JF&C includes a 4 block design.





THE JAMES LEFFEL & CO.  
TERMS & CONDITIONS OF SALE

**SELLER:** Seller as used in this agreement will be understood to mean THE JAMES LEFFEL & CO.

**PURCHASER:** Purchaser as used in this agreement will be understood to mean any public body or authority, corporation, association, partnership, or individual for whom work is to be performed.

**ACCEPTANCE:** The following terms and conditions of sale shall be the only terms and conditions of sale applicable to the agreement between the Seller and the Purchaser. Purchaser shall note its acceptance of the Seller's proposal by signing in the space indicated, OR by a letter OR purchase order referring to this proposal and noting Purchaser's acceptance of the terms and conditions herein. Purchaser's assent to the terms and conditions of sale set forth herein is conclusively presumed from Purchaser's failure reasonable to object in writing or from Purchaser's acceptance of all or any part of the products described in this proposal.

Upon acceptance, this agreement and any documents specifically referred to as being a part hereof, constitute the entire agreement of the parties and it shall not be modified except in writing signed by both parties.

**PACKING:** Packing is included in accordance with the Seller's standard practice.

**DRAWINGS & INFORMATION:** The acceptance of this order must be accompanied by sufficient information to enable the Seller to proceed with the order forthwith, otherwise Seller reserves the right to adjust the price of this order to cover any increase in cost to the Seller due to delays or expenses incurred in obtaining necessary information.

Any drawings supplied by the Seller in connection with this order are for the use of Purchaser only. Purchaser shall not sell, assign, or disclose such drawings or any information contained therein except to the extent specifically authorized in writing by Seller. Seller shall not provide information proprietary in nature.

Timely performance by the Seller is contingent upon Purchaser's supplying, when needed, all required technical information and all required commercial documentation.

**COMPLETION DATES:** Completion dates are given to the best of the Seller's knowledge based upon conditions existing at the time Purchaser's order is placed and upon information furnished by Purchaser.

The Seller shall not, in any event, be liable for prospective or speculative profits or indirect, special, consequential or liquidated damages or penalties.

Seller shall not be liable for any failure to perform its obligations under this order resulting directly or indirectly from or contributed to by any acts of God, acts of Purchaser, acts of Civil, governmental or military authority, fire, sabotage, strikes or other labor disputes, accidents, floods, epidemics, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond the Seller's reasonable control whether similar or dissimilar to the foregoing. Any delay caused by such events shall extend the delivery period correspondingly.

**DELIVERY:** Delivery shall be F.O.B., shipping point, freight collect. Delivery is not guaranteed at or to the destination. Claims for shortages or damage in transit must be made by the Purchaser against the carrier.

**TITLE & RISK OF LOSS:** Title to and risk of loss for the products passes to Purchaser in accordance with delivery terms except that a security interest in the products and any replacement shall remain with the Seller regardless of mode of attachment to realty or other property, until full price has been paid in cash. Purchaser agrees to all acts necessary to perfect and maintain said security interest, and to protect the Seller's interest, by adequately insuring the products against loss or damage from any external cause with the Seller named as insured or coinsured.

Any prepayment by the Seller of freight charges or insurance shall be for the account of Purchaser, and shall be paid by Purchaser in addition to the purchase price.

PAYMENT TERMS: Terms of payment are NET 30 days from invoice date, U.S. Dollars or as set forth in written proposal.

Purchaser shall be liable to the Seller for a late payment charge of 2% per month on the outstanding balance in respect to any amounts not paid when due in accordance with the terms of payment.

PRICES: This proposal is valid for thirty (30) days from date of proposal unless extended in writing by the Seller.

Prices do not include sales, use, excise, or any similar tax. Any tax or other government charge upon the production, sale, shipment, or use of product(s), which the Seller is required to pay or collect from Purchaser, shall be paid by Purchaser to the Seller unless Purchaser furnished the Seller with a tax exemption certificate acceptable to the applicable taxing authority.

Prices are firm for shipment quoted. Price is subject to adjustment after expiration of bid validity.

WARRANTY: In lieu of any other warranty, conditions, or liability imposed by law, the Seller warrants to the Purchaser only that the Seller's goods will be free from defects in materials or workmanship in normal use and service for a period of twelve (12) months from the date of Purchaser's acceptance of the goods, or eighteen (18) months from the date of shipment, whichever comes first. This warranty does not cover damage caused by but not limited to flood, fire, acts of God, accident, improper installation, or removal of identification marks or labels, mishandling, tampering, alteration or improper use by Purchaser.

Reworked Components: All due care and caution will be exercised during rework of existing components to be reused. Seller will only guarantee workmanship and applied new materials on reworked components for a period of one year after installation or eighteen (18) months after receipt of the parts at the site, whichever comes first. Guarantees do NOT extend to cover the base material of reworked components. Our obligation under this warranty will be limited to repairing or at our discretion, replacing F.O.B., the Seller's factory or other location designated by the Seller any part thereof proving defective. The repair or replacement parts will be returned to Purchaser freight collect. Purchaser shall assume all responsibility and expense for removal and reinstallation in connection with the foregoing remedies.

REPAIR OR REPLACEMENT UNDER THIS WARRANTY SHALL BE THE EXCLUSIVE REMEDY OF THE PURCHASER. THE SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON ITS GOODS. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE SELLER'S GOODS.

Further, Seller will not assume any responsibility, expense or liability for repair or work performed by others unless such repairs or work is authorized in advance by Seller in writing.

The Seller will extend to the Purchaser a warranty equivalent to the written warranty (if any), which Seller may have received, from the supplier of goods, components or part not of Seller's manufacture. The Seller shall not assume any greater liability under such other manufacturer's warranty than is imposed on the Seller by its own warranty.

LIABILITY: Neither the Seller nor its suppliers shall be liable, under any legal theory, for loss of use, prospective or speculative profits or revenue, or for cost of capital or of substitute use or performance, or for any incidental, indirect, special or consequential damages, liquidated damages or penalties, or for any other loss or cost of similar type, or for claims by Purchaser for damages of Purchaser's customers. The supplier is not liable for any injury due to acts of Purchaser. The remedies of Purchaser set forth herein are exclusive and any liability of the Seller therefor shall in no case exceed an aggregate amount equal to the contract price of this agreement.

PATENTS, TRADEMARK: In the event any product to be furnished under this agreement is the design of the Seller, the Seller agrees to hold harmless the Purchaser and its customers against any damage awarded by a court of final jurisdiction in any suit or suits for the infringements of any United States Letters Patent or Trademark by reason of the sale or use of such product furnished by the Seller under this agreement. The foregoing undertaking shall not apply unless the Seller shall have been informed immediately by Purchaser of the charge of suit alleging such infringement and shall have been given the opportunity to take over the defense thereof, and further such undertaking shall not apply if (i) the claimed infringement is settled without the consent of the Seller unless required by a final unappealable decree of a court of competent jurisdiction, or (ii) the infringement results from the use of a product delivered under Purchaser's order in combination with a product not delivered hereunder where such infringement would not have occurred from the use of the product alone delivered hereunder.

**ARBITRATION:** Whereas upon any controversy or claim arising between the Seller and Purchaser, in relation to or in connection with this agreement, or to the interpretation, breach or enforcement hereof, either party may give to the other notice in writing of the existence of such controversy or claim, and the same shall be referred to the arbitration of a person to be mutually agreed upon, or failing agreement within thirty (30) days of the receipt of such notice, shall be submitted to three (3) arbitrators appointed by the American Arbitration Association and settled in the City of Springfield, Ohio in accordance with the rules, then obtained, of the American Arbitration Association.

The demand for arbitration shall be made within a reasonable time after any controversy or claim or other matter in question has arisen, and in no event shall it be made after institution of legal or equitable proceedings based on such controversy or claim or other matter in question would be barred by the applicable statute of limitation. Any award made by a majority of such arbitration shall be final, binding, and conclusive on all parties hereto for all purpose and may be enforced by any court having jurisdiction hereof. Purchaser hereby submits itself to the jurisdiction of the Ohio courts for purposes of any proceedings involving or related to this contract or an arbitration award granted pursuant hereto. The cost of the arbitrators shall be borne equally by Seller and Purchaser.

**INDEMNITY:** Seller shall indemnify and hold harmless the Purchaser from and against all claims, damages, losses and expenses arising out of or resulting from the performance of the work, provided that such claims, damages, losses or expenses are (a) attributable to bodily injury or to destruction of property, and (b) are caused in whole by a negligent act or omission by Seller. The indemnification set forth above shall not include attorney's fees, consequential and incidental damages such as but not limited to loss of profit and loss of use, and with respect to property, is limited to value of replacement of property destroyed.

**CHANGES:** The Purchaser may, in writing, order changes in the work. If the change results in alteration of the Seller's actual cost of performance or time of completion, the contract sum or the time of completion, or both as the case may be, shall be adjusted and any adjustment shall be confirmed and agreed to in writing before the changes are executed by the Seller.

**TERMINATION:** Purchaser may not terminate or cancel this order or any part thereof for convenience or otherwise except on terms mutually agreed to by the Seller and Purchaser.

**WAIVER:** No failure or delay on the part of the Seller to exercise any right, power of privilege under this agreement shall operate as a waiver thereof in that or any other instance.

**GOVERNING LAW:** This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Ohio, as effective and in force on the date hereof. Whenever a term defined by said Uniform Commercial Code is used herein, the definition contained in the Uniform Commercial Code shall control.

**SUCCESSORS and ASSIGNS:** The provision of this agreement shall be binding upon the parties hereto and their respective partners, heirs, successors, assigns and legal representatives. Any assignment of this agreement, or any rights hereunder by the Purchaser without the written consent of the Seller, shall be void.

The foregoing is hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Name of Purchaser)

\_\_\_\_\_  
(Signed by)

\_\_\_\_\_  
(Title)



## 14-B DISTRICT COURT

7200 SOUTH HURON RIVER DRIVE  
YPSILANTI, MICHIGAN 48197-7099

CRIMINAL/TRAFFIC (734) 483-1333  
CIVIL (734) 483-5300  
FAX (734) 483-3630



**HON. CHARLES POPE**  
DISTRICT COURT JUDGE

**MARK W. NELSON**  
MAGISTRATE

# MEMORANDUM

**TO:** Ypsilanti Township Board of Trustees

**FROM:** Mark Nelson, Magistrate / Court Administrator 14-B District Court

**DATE:** February 26, 2018

**RE:** Authorization to post and hire new position: Finance Coordinator

The court is requesting authorization to post and fill the position of Finance Coordinator pursuant to the attached job description. Funding for this position was authorized within the 2018 budget. This position was discussed with the board during the budget presentation for the court. Funding for the position is in line item 236.136.000.706.000. The position is full time and will post with a salary range of \$40,000 - \$45,000 dependent on prior relevant work history.

# **Charter Township of Ypsilanti – 14B District Court**

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## ***FINANCE COORDINATOR***

### **Summary**

Performs a variety of collections, accounting, and purchasing related tasks requiring an understanding of department organization and operations. Must be able to work independently, demonstrate independent judgment and willingness to work cooperatively with peer professionals and debtors to successfully reach settlement of financial obligations. Performs related work as assigned. Continued employment is contingent upon revenue goals being successfully met on an annual basis.

### **Supervision Received**

This position is supervised by the Court Administrator/Magistrate or designee. Routine duties performed with independence according to established procedures and practices.

### **Responsibilities and Duties**

*An employee in this position may be called upon to do any or all of the following essential duties: (These examples do not include all of the duties the employee may be expected to perform.)*

1. Works in cooperation with court administration, judicial staff, Probation, and clerical staff to effectively and efficiently collect outstanding monies owed to the court. Communicates effectively with court staff the terms, conditions and agreements of debtor payments.
2. Knows, understands and adheres to identified collections statutes, court rules, and court collections standards, policies and procedures.
3. Understands the importance of and maintains confidentiality.
4. Must be capable of dealing with clients who may be hostile or irate, intoxicated, mentally unstable or violence prone.
5. Initiates positive communication with debtors and is fair and impartial in reaching reasonable payment terms in accordance with statutes, court rules, court policy and procedure, and guidelines or instruction.
6. Maintains accurate, up-to-date records, monitoring adherence to payment plans monthly or as directed. Takes progressive action in accordance with court policy and procedure, guidelines and discuss findings with judicial and administrative staff proposing changes or modifications that would improve processes.
7. Schedules proceedings before the court, serves notices on debtors. Due to the nature of this position, attendance and testimony at collections related hearings may be required.

## ***FINANCE COORDINATOR - 14B DISTRICT COURT (Page #2)***

### **Responsibilities and Duties (cont'd)**

8. Maintains a positive and productive working relationship with all court staff, the funding unit, professionals and debtors.
9. Receives, sorts, counts and reviews various computerized documents and forms for accuracy.
10. Operates office machines such as copiers, calculators, computer terminals and printers.
11. Files case forms, case files, cards and other documents both alphabetically and numerically.
12. Uses the case management system to maintain an accurate log on all court actions on each case file including status of payments, payment plans and late fee assessments.
13. Must possess a thorough knowledge of court operations, legal procedures, court rules and statutes covering the assigned job function.
14. Review daily cashiering reports, verify accuracy and complete daily financial records. Prepare daily bank account deposits.
15. Make necessary purchases of supplies for the court following all financial procedures.
16. Prepare requests for payment of invoices following all financial procedures.
17. Prepare financial reports and assist with budgeting.
18. Performs any other duties as assigned.

### **Essential Functions, Qualifications and KSA's for Employment**

*The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. These requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.*

- Principles, practices and procedures related to District Court programs and activities.
- Office administrative principles, practices and procedures related to collections and other assigned functional areas.
- Research, data analysis and report preparation techniques.

## ***FINANCE COORDINATOR - 14B DISTRICT COURT (Page #3)***

### **Essential Functions, Qualifications and KSA's for Employment (cont'd)**

*The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. These requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.*

- Principles of work organization, coordination and delegation.
- Records management principles and practices. Ability to maintain accurate records and files.
- Knowledge of business financial recordkeeping practices, including basic statistical analysis techniques.
- Prepare clear, correct, concise and effective written materials
- Standard office practices, including the operation of standard office equipment.
- Setting priorities, coordinating multiple projects and meeting deadlines.
- Using sound independent judgment within established policy and procedure, direct the work of others on a project or day-to-day basis, as needed and delegated.
- Collecting, analyzing and evaluating varied information and data.
- Interpreting, applying and explaining laws, policies and regulations.
- Entering and retrieving information from various computer software programs including the case management system and Microsoft Office with sufficient speed and accuracy to perform the required work.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.
- Must possess and maintain a valid driver's license.
- Must meet qualifications to be a LEIN (Law Enforcement Information Network) operator.
- Must have ability to read printed materials, hear and speak sufficiently to communicate in person or over the phone.
- Must be able to bend, reach and lift up to twenty-five (25) pounds.
- High school diploma with 4 years of college course work in business, criminal justice, public administration, or a related field. Relevant related work experience may be substituted for college course work.
- Three (3) years of public safety, court, revenue collections, office administrative, or technical managerial support work required.

*Supervisor*  
BRENDA L. STUMBO  
*Clerk*  
KAREN LOVEJOY ROE  
*Treasurer*  
LARRY J. DOE  
*Trustees*  
STAN ELDRIDGE  
HEATHER JARRELL ROE  
MONICA ROSS WILLIAMS  
JIMMIE WILSON JR.



Human Resource  
Department

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

## MEMORANDUM

**TO:** Charter Township of Ypsilanti Board of Trustees

**FROM:** Karen Wallin, HR Department

**DATE:** February 26, 2018

**RE:** **Request authorization to post and fill the Economic Development Director position per the attached job description with a salary range of \$70,000 - \$100,000 DOQ.**

During the February 6, 2018 work session, Richard Carlisle from Carlisle Wortman discussed with the Township Board the need for an Economic Development Strategy. The Township is beginning to experience growth coming out of the economic down turn and Mr. Carlisle believes that with ACM opening the Township will benefit from many other businesses gravitating to the Township.

Being prepared and ready for this increase in our economic base requires having the proper people in place. As part of Mr. Carlisle's presentation on February 6<sup>th</sup>, he suggested the Township reinstate a full-time Economic Development Director. The Economic Development Director position has been vacant since September of 2006, however, now is the time to move forward bringing the position back.

I would like to request authorization to post and fill the Economic Development Director position per the attached job description with a salary range of \$70,000 - \$100,000 (DOQ). It is my understanding that Mr. Carlisle has offered to assist with this process and be part of an interview panel.

Your consideration in this matter is appreciated. Should you have any additional questions, please feel free to contact me.

# Charter Township of Ypsilanti

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## *ECONOMIC DEVELOPMENT DIRECTOR*

### **Summary**

This full-time position is responsible for promoting the business and economic development interests of the Township. The Director is expected to be the key person assisting the Township to capitalize upon opportunities arising from the American Center for Mobility, E. Michigan/Ecorse Corridor Plan, Reimagine Washtenaw and other plans adopted by the Planning Commission and Township Board.

### **Supervision Received**

This is a Director position exercising considerable independence and judgment. General guidance is provided by the Township Supervisor, Office of Community Standards and Assessing Departments. All policies are established by the Township Board regarding Economic Development.

### **Responsibilities and Duties**

*An employee in this position may be called upon to do any or all of the following essential duties: (These examples do not include all of the duties the employee may be expected to perform.)*

The operation, programs and services required of the Township Economic Director generally fall into nine major categories. Some of these functions may be provided directly by the Township. Other functions may be provided by Township partners (ie, County, SPARK, WCC, etc.) These functions include:

1. The **Research and information** role includes the acquisition, analysis and presentation of information that may be of use to businesses. Some research may be basic and an ongoing requirement, while other research may be customized to meet special needs. The research and information function supports many of the others discussed below. Available information must include both the Township and the surrounding region.
2. **Marketing and promotions** includes both internal and external communications designed to inform others about the Township and why it is a good location in which to live, work and operate a business, as well as about the Township and its services. Marketing activities may be targeted at all types of economic activity, or of a more general and educational nature.
3. **Financing and incentives** programs include a direct working knowledge of funding vehicles or other forms of non-cash assistance from governmental, and/or other sources.

## ***ECONOMIC DEVELOPMENT DIRECTOR (Page #2)***

### **Responsibilities and Duties (Con't)**

*An employee in this position may be called upon to do any or all of the following essential duties: (These examples do not include all of the duties the employee may be expected to perform.)*

4. **Site location** information on available land and buildings in the Township and the supporting transportation and utility infrastructure. The Director will maintain a database of available properties or have access to databases maintained by others (ie; SPARK).
5. **Market development** includes activities aimed at helping existing businesses develop new products or find new customers or suppliers. Representative activities include “match-making” between companies with ideas or technologies and those that can use them; assistance in bringing key suppliers or customers of existing companies into the Township; research related to new product or service lines; identification of unmet market niches that can be served by existing businesses or new businesses that are attracted; assistance with export development; and the development of business clusters and networks.
6. **Ombudsman and community-organization** services include those activities that bring the Township’s business and economic development service providers together, and help to identify needs that should be addressed and opportunities that can be pursued. It also includes providing guidance through the approval process.
7. **Technical assistance** is the hands-on provision of help required by companies or prospective entrepreneurs. This may entail assistance in preparing a business plan or loan application, arrangement of special services such as legal, accounting, insurance or construction-related, or many other similar activities.
8. **Strategic and long-range planning** is the creation of both short-term work programs and longer-range plans and visions. The Township Economic Development Director should provide significant input to the planning process. Within that context, the Township Economic Development Director must establish and manage an annual or short-term work program designed to meet community needs and provide a reasonable return on investment.
9. **Workforce training** involves matching required job skills with available labor. Typically, workforce training will not be conducted by the Township but by others. The Economic Director must be knowledgeable of workforce training and certification available within the County and region.

## ***ECONOMIC DEVELOPMENT DIRECTOR (Page #3)***

### **Essential Functions, Qualifications and KSA's for Employment**

*The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. These requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.*

- Knowledge of issues, strategies and techniques of economic development; practices, principles and procedures of community development; Federal and State economic development programs; principles and practices of economic development; real estate practices, municipal finance and commercial lending policies and practices; contract and agreement development and administration; and effective facilitation, supervision and budgeting techniques.
- Ability to work effectively and cooperatively as a team with: elected officials; the private sector; educational institutions; County, regional and State economic development organizations; community groups; and, Township departments and consultants to further the economic vitality of the community.
- Ability to analyze data and trends relating to economic development and redevelopment issues; analyze business plans and financial proformas; prepare written reports and make public presentations relating to economic development and redevelopment objectives;
- Handle multiple issues/projects simultaneously; market and promote the Township based on defined objectives; collect, store and monitor relevant economic development data; prepare and manage the Department budget, work program and strategic plan, and make recommendations for division policies
- Mediate, balance and facilitate different points of view to achieve established goals; negotiate and administer contracts and agreements
- Work independently with minimal supervision
- Review, supervise, train and evaluate performance of assigned staff.
- The ideal candidate is a strong collaborator, who understands the value of internal and external relationships to achieving the Township's economic development goals; this candidate focuses on connecting people and organizations, finding room for agreement, and can focus on realizing the Township's prosperous future.
  - Possesses a proven track record of successful economic development initiatives
  - Has a broad knowledge of economic development, including economic drivers, real estate development, business retention and attraction
  - Works collaboratively and cooperatively with Township Departments and the business community

## ***ECONOMIC DEVELOPMENT DIRECTOR (Page #4)***

### **Essential Functions, Qualifications and KSA's for Employment (con't)**

*The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. These requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.*

- Is highly organized, decisive and innovative, with a strong commitment to the values of community participation, sustainability, and cost efficiency
  - Has excellent communication, interpersonal and customer service skills
  - Is a skilled facilitator with proven experience working collaboratively with businesses, community groups, developers, and commercial real estate brokers
  - Demonstrates knowledge of planning and community development issues and practices related to economic and job development
  - Demonstrates solid knowledge of federal, state and local programs and opportunities to enhance economic development.
- 
- Four years of increasingly responsible experience in the administration of redevelopment, economic development and/or land use planning programs with a strong emphasis working with federal, state, or local governmental entities, with at least two years of responsible project management experience.
- 
- EDUCATION: Graduation from college with a degree in urban planning, business or public administration, economics or closely related field. Advanced degree is highly desirable.

# Economic Development Director

## Cost of Compensation Package

Wage	\$70,000.00	\$75,000.00	\$80,000.00	\$85,000.00	\$90,000.00	\$100,000.00
FICA - 6.2%	\$4,340.00	\$4,650.00	\$4,960.00	\$5,270.00	\$5,580.00	\$6,200.00
Medicare - 1.45%	\$1,015.00	\$1,087.50	\$1,160.00	\$1,232.50	\$1,305.00	\$1,450.00
Retirement - 4.28%	\$2,996.00	\$3,210.00	\$3,424.00	\$3,638.00	\$3,852.00	\$4,280.00
Health Care	\$28,879.16	\$28,879.16	\$28,879.16	\$28,879.16	\$28,879.16	\$28,879.16
Dental	\$1,332.36	\$1,332.36	\$1,332.36	\$1,332.36	\$1,332.36	\$1,332.36
Vision	\$256.56	\$256.56	\$256.56	\$256.56	\$256.56	\$256.56
Life Insurance	\$198.00	\$198.00	\$198.00	\$198.00	\$198.00	\$198.00
Disability	\$478.80	\$478.80	\$478.80	\$478.80	\$478.80	\$478.80
	<u>\$39,495.88</u>	<u>\$40,092.38</u>	<u>\$40,688.88</u>	<u>\$41,285.38</u>	<u>\$41,881.88</u>	<u>\$43,074.88</u>
PTO - 13 days	\$3,500.00	\$3,750.00	\$4,000.00	\$4,250.00	\$4,500.00	\$5,000.00
Sick - 5 days	\$1,346.15	\$1,442.31	\$1,538.46	\$1,634.62	\$1,730.77	\$1,923.08
Holiday - 13 days	\$3,500.00	\$3,750.00	\$4,000.00	\$4,250.00	\$4,500.00	\$5,000.00
	<u>\$8,346.15</u>	<u>\$8,942.31</u>	<u>\$9,538.46</u>	<u>\$10,134.62</u>	<u>\$10,730.77</u>	<u>\$11,923.08</u>
TOTAL	\$117,842.03	\$124,034.69	\$130,227.34	\$136,420.00	\$142,612.65	\$154,997.96

## Economic Development Director

<b>Municipality</b>	<b>Low</b>	<b>High</b>	<b>Current</b>
City of Ann Arbor	\$99,435	\$164,088	\$123,986
City of Auburn Hills	\$51,146	\$66,738	\$60,062
City of Dearborn			\$105,138
City of Dearborn Heights			\$59,400
City of Farmington Hills	\$85,512	\$85,512	\$85,512
City of Flat Rock			\$61,200
City of Madison Heights	\$66,431	\$76,061	\$76,061
City of Novi	\$75,689	\$98,396	
City of Romulus	\$56,284	\$57,784	\$57,784
City of Southfield	\$77,138	\$104,361	\$97,516
City of Westland	\$69,620	\$97,505	\$97,505
City of Woodhaven			\$71,070
Brownstown Township			\$78,908
Canton Township	\$84,303	\$109,597	\$97,532
Redwood Township	\$80,177	\$80,177	\$80,177
VanBuren Township	\$66,000	\$66,000	\$66,000
Waterford Township			\$81,097
Median	\$75,689	\$85,512	\$79,542
Average	\$73,794	\$91,474	\$76,116



**Carlisle | Wortman**  
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

## Functions of a Township Economic Development Director

### Nature of Work:

This full-time position is responsible for working with the Township Supervisor, Township Board and key Township staff in promoting the business and economic development interests of the Township through the implementation of the Ypsilanti Township Economic Development, Master Plan, E. Michigan/Ecorse Corridor Plan, Reimagine Washtenaw. The Director is also expected to be the key person assisting the Township to capitalize upon opportunities arising from the American Center for Mobility.

### Essential duties and Responsibilities:

The operation, programs and services required of the Township Economic Director generally fall into nine major categories. Some of these functions may be provided directly by the Township. Other functions may be provided by Township partners (ie, County, SPARK, WCC, etc.) These functions include:

1. The Research and information role includes the acquisition, analysis and presentation of information that may be of use to businesses. Some research may be basic and an ongoing requirement, while other research may be customized to meet special needs. The research and information function supports many of the others discussed below. Available information must include both the Township and the surrounding region.
2. Marketing and promotions includes both internal and external communications designed to inform others about the Township and why it is a good location in which to live, work and operate a business, as well as about the Township and its services. Marketing activities may be targeted at all types of economic activity, or of a more general and educational nature.
3. Financing and incentives programs include a direct working knowledge of funding vehicles or other forms of non-cash assistance from governmental, and/or other sources.
4. Site location information on available land and buildings in the Township and the supporting transportation and utility infrastructure. The Director will

Richard K. Carlisle, *President* Douglas J. Lewan, *Executive Vice President* John L. Enos, *Principal*  
David Scurto, *Principal* Benjamin R. Carlisle, *Principal* Sally M. Elmiger, *Principal* Craig Strong, *Principal* R. Donald Wortman, *Principal*  
Laura K. Kreps, *Associate* Paul Montagno, *Associate*

maintain a database of available properties or have access to databases maintained by others (ie; SPARK).

5. Market development includes activities aimed at helping existing businesses develop new products or find new customers or suppliers. Representative activities include “match-making” between companies with ideas or technologies and those that can use them; assistance in bringing key suppliers or customers of existing companies into the Township; research related to new product or service lines; identification of unmet market niches that can be served by existing businesses or new businesses that are attracted; assistance with export development; and the development of business clusters and networks.
6. Ombudsman and community-organization services include those activities that bring the Township's business and economic development service providers together, and help to identify needs that should be addressed and opportunities that can be pursued. It also includes providing guidance through the approval process.
7. Technical assistance is the hands-on provision of help required by companies or prospective entrepreneurs. This may entail assistance in preparing a business plan or loan application, arrangement of special services such as legal, accounting, insurance or construction-related, or many other similar activities.
8. Strategic and long-range planning is the creation of both short-term work programs and longer-range plans and visions. The Township Economic Development Director should provide significant input to the planning process. Within that context, the Township Economic Development Director must establish and manage an annual or short-term work program designed to meet community needs and provide a reasonable return on investment.
9. Workforce training involves matching required job skills with available labor. Typically, workforce training will not be conducted by the Township but by others. The Economic Director must be knowledgeable of workforce training and certification available within the County and region.

Knowledge and Abilities:

Knowledge of issues, strategies and techniques of economic development; practices, principles and procedures of community development; Federal and State economic development programs; principles and practices of economic development; real estate practices, municipal finance and commercial lending policies and practices; contract and agreement development and

administration; and effective facilitation, supervision and budgeting techniques.

Ability to work effectively and cooperatively as a team with: elected officials; the private sector; educational institutions; County, regional and State economic development organizations; community groups; and, -Township departments and consultants to further the economic vitality of the community. Ability to analyze data and trends relating to economic development and redevelopment issues; analyze business plans and financial proformas; prepare written reports and make public presentations relating to economic development and redevelopment objectives; handle multiple issues/projects simultaneously; market and promote the Township based on defined objectives; collect, store and monitor relevant economic development data; prepare and manage the Department budget, work program and strategic plan, and make recommendations for division policies; mediate, balance and facilitate different points of view to achieve established goals; negotiate and administer contracts and agreements; work independently with minimal supervision; and effectively hire, review, supervise, train and evaluate performance of assigned staff.

Ideal Candidate:

The ideal candidate is a strong collaborator, who understands the value of **internal and external relationships to achieving the Township's economic development goals**; this candidate focuses on connecting people and organizations, finding room for agreement, and can focus on realizing the Township's prosperous future.

- Possesses a proven track record of successful economic development initiatives
- Has a broad knowledge of economic development, including economic drivers, real estate development, business retention and attraction
- Works collaboratively and cooperatively with Township Departments and the business community
- Is highly organized, decisive and innovative, with a strong commitment to the values of community participation, sustainability, and cost efficiency
- Has excellent communication, interpersonal and customer service skills
- Is a skilled facilitator with proven experience working collaboratively with businesses, community groups, developers, and commercial real estate brokers
- Demonstrates knowledge of planning and community development issues and practices related to economic and job development
- Demonstrates solid knowledge of federal, state and local programs and opportunities to enhance economic development.

**EXPERIENCE: Four years of increasingly responsible experience in the administration of**

redevelopment, economic development and/or land use planning programs with a strong emphasis working with federal, state, or local governmental entities, with at least two years of responsible project management experience.

EDUCATION: Graduation from college with a degree in urban planning, business or public administration, economics or closely related field. Advanced degree is highly desirable.



# 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: Charlotte Wilson, Planning and Development Coordinator  
Re: **To approve the request for preliminary site plan and special land use approval for installation and operation of a proposed 150-foot unmanned telecommunication facility within a 10,000 square foot leased area located at 6400 Textile Road, parcel K-11-29-200-028**  
Copy: McLain & Winters, Township Attorneys  
Date: February 28<sup>th</sup>, 2018

Planning Department staff has worked with internal and external reviewing agencies and applicant Fred Low representing Chaille Tower Consultants to review and recommend approval of the cell tower at 6400 Textile Road. The enclosed preliminary site plan and special land use information packet includes the following components:

1. Planning Commission Recommendation – Preliminary Site Plan and Special Land Use Review –6400 Textile Road Cell Tower 2/28/2018
2. Preliminary Site Plan and Special Land Use Review Planning Commission Staff Report 2/27/2018
3. Preliminary Site Plan and Special Land Use Review Application 12/08/2017
4. CWA Review 01/12/2018
5. OHM Review 01/10/2018
6. WCRC Review 02/02/2018
7. WCWRC Review 02/21/2018
8. YCUA Review 12/22/2017
9. YTFD Review 01/12/2018

I respectfully request that you place this information packet and approval recommendation on the March 6, 2017 Board of Trustees meeting agenda for its consideration. Please contact me with questions or concerns.

Thank you,  
Charlotte Wilson

# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

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February 28, 2018

To: Township Board of Trustees

From: Charlotte Wilson, Planning and Development Coordinator

Re: Planning Commission Decision – Preliminary Site Plan and Special Land Use Review –  
6400 Textile Road Cell Tower

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Please be advised that on the evening of February 27<sup>th</sup>, 2018 the Planning Commission considered to recommend approval to the Township Board of Trustees the request for preliminary site plan and special land use approval for installation and operation of a proposed 150-foot unmanned telecommunication facility within a 10,000 square foot leased area located at 6400 Textile Road, parcel K-11-29-200-028. The Planning Commission recorded the following:

***A motion was made by Commissioner Tawakkul, supported by Commissioner Eldridge to recommend approval to the Township Board of Trustees the request for preliminary site plan and special land use approval for installation and operation of a proposed 150-foot unmanned telecommunication facility within a 10,000 square foot leased area located at 6400 Textile Road, parcel K-11-29-200-028 with the following conditions:***

- 1. All documentation as noted within section 2107.1d shall be provided prior to final approval.***
- 2. Fencing shall adhere to the requirements of the Township Zoning Ordinance; Barbed wire fence shall not be permitted at this location.***
- 3. Additional lighting detail shall be provided by the applicant.***
- 4. Add additional design treatments to minimize distraction, reduce visibility, maximize aesthetic appearance, and ensure compatibility with surrounding area.***
- 5. The height of the tower is reduced to no more than 150 feet in height from grade to the highest part of the tower including the lightening rod.***

***The motion carried as follows:***

***Krieg: Yes Sinkule: Yes Eldridge: Yes Iacoangeli: Yes Tawakkul: Yes***

***Richie: Yes Peterson: Absent***

If you should have any questions regarding this motion, please feel free to contact the Office of Community Standards at 734-485-3943 or email at [cwilson@ytown.org](mailto:cwilson@ytown.org).

Best Regards

*Charlotte Wilson*

Charlotte Wilson  
Planning and Development Coordinator

# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

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

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**Office of Community Standards  
Planning Department  
Preliminary Site Plan and Special Land Use Review  
Staff Report**

February 27, 2018

### ***Case Location and Summary***

The applicant is requesting preliminary site plan and special land use recommendation to the Township Board of Trustees for the installation and operation of a proposed 150-foot unmanned telecommunication facility within a 10,000 square foot leased area located at 6400 Textile Road, parcel K-11-29-200-028.

Pineview Church is leasing the parcel to the applicant. The site is zoned R-1, One-Family Residential, and is site is improved with residential structure owned by Pineview Church. In October 2017, the applicant combined portions of two Pineview Church owned parcels. The newly created parcel, K-11-29-200-028, is 20-acres in size. Per Section 2107 such towers may be located in residential zoning districts only on parcels of land over 20 acres in area occupied by an institutional or a public recreational use. All new wireless communication towers are subject to Planning Commission recommendation to the Township Board for approval, approval with conditions or denial. The Planning Commission will hold a public hearing on the matter.

### ***Applicant***

Fred Low

### ***Cross References***

Zoning Ordinance citations:

- Section 2107.1 Wireless communication and towers
- Section 2119 Special land uses

**Location of Subject Property:**

6400 Textile Road



**Surrounding Property Details:**

Direction	Zoning	Use
North	R-2, One-Family Residential	Residential
South	R-1, One-Family Residential	Residential/Agricultural
East	R-2, One-Family Residential	Religious Institution
West	R-1, One-Family Residential	Residential

**Master Plan**

Per the 2014 future land use map, the use for the subject parcel is designated as SFR-1 Single Family Residential 1.3 dwellings/acre.

### **Natural Features**

- Topography:** The proposed location of the wireless communications tower is relatively flat; most the overall site is similar, however, the topography in the southeast corner has a gradual decline that continues to the neighboring properties.
- Woodlands:** The site is mostly devoid of natural vegetation, in the southeast corner there is a mix of deciduous and evergreen trees.
- Wetlands:** There are no apparent wetlands located on the subject parcel.
- Soils:** Per information provided by the USDA Web Soil Survey, the area proposed for the wireless communication tower OsB, Oshtemo loamy sand with “not limited” soils offering features that are very favorable. More in-depth soils testing will be conducted prior to development.

### **Analysis**

The plan has been reviewed by Township staff and consultants in accordance with our usual procedures.

**Planning Consultants (Carlisle/Wortman Associates):** CWA has reviewed the preliminary site plan and special land use in their letter dated January 12<sup>th</sup>, 2018. The Planning Commission is asked to hold a public hearing and consider public comments. The Planning Commission discussion should include:

1. The compatibility of the tower with adjacent uses
2. Consideration if the applicant should add additional design treatments to minimize distraction, reduce visibility, maximize aesthetic appearance, and ensure compatibility with surrounding area.
3. The use of barbed wire
4. Additional lighting details provided by the applicant

**Engineering Consultants (OHM):** The Township Engineer has recommended approval for this stage of the process in their January 10<sup>th</sup>, 2018 review letter. Engineer Matt Parks also offers comments relating to engineering related issues that shall be resolved during Detailed Engineering.

**Ypsilanti Community Utilities Authority:** YCUA reviewing agent Scott Westover approved the plans at this time provided in a letter dated December 22<sup>nd</sup>, 2017.

**Washtenaw County Water Resources Commission:** WCWRC reviewing agent Scott Miller offer comments to be addressed in Detailed Engineering in a letter dated February 23<sup>rd</sup> 2018. A permit will need to be obtained from the Water Resources Commission.

**Washtenaw County Road Commission:** WCRC reviewing agent Gary Straight provided comments to be addressed in Detailed Engineering in a letter dated February 2<sup>nd</sup>, 2018. A permit will need to be obtained from the Road Commission for any work located within the County right-of-way.

**Ypsilanti Township Fire Department:** YTFD reviewing agent Dan Kimball recommended approval in a letter dated January 12<sup>th</sup>, 2018.

We offer the following suggested motions for the Planning Commission to consider:

Motion to table:

*“I move to table the request for preliminary site plan and special land use approval for installation and operation of a proposed 150-foot unmanned telecommunication facility within a 10,000 square foot leased area located at 6400 Textile Road, parcel K-11-29-200-028 to consider the comments presented by the Planning Commission during discussion of the project”*

Motion to approve:

*“I move to recommend approval to the Township Board of Trustees the request for preliminary site plan and special land use approval for installation and operation of a proposed 150-foot unmanned telecommunication facility within a 10,000 square foot leased area located at 6400 Textile Road, parcel K-11-29-200-028 with the following conditions:*

1. *All documentation as noted within section 2107.1d shall be provided prior to final approval.*
2. *Fencing shall adhere to the requirements of the Township Zoning Ordinance; Barbed wire fence shall not be permitted at this location.*
3. *Additional lighting detail shall be provided by the applicant.*
4. *Add additional design treatments to minimize distraction, reduce visibility, maximize aesthetic appearance, and ensure compatibility with surrounding area.*
5. \_\_\_\_\_
6. \_\_\_\_\_

Motion to deny:

*“I move to recommend denial to the Township Board of Trustees for preliminary site plan and special land use approval for installation and operation of a proposed 150-foot unmanned telecommunication facility within a 10,000 square foot leased area located at 6400 Textile Road, parcel K-11-29-200-028, due to the following reasons:*

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Respectfully submitted,

*Charlotte Wilson*

Charlotte Wilson  
Planning and Development Coordinator

RECEIVED  
BY CW

**SPECIAL CONDITIONAL USE – SPECIAL LAND USE APPLICATION** JAN 11 2017

Charter Township of Ypsilanti – Office of Community Standards  
7200 S. Huron River Drive • Ypsilanti, MI 48197 • (734) 485-3943  
YPSILANTI TOWNSHIP  
OCS

**SECTION 2119 - YPSILANTI TOWNSHIP ZONING ORDINANCE #74**

1. APPLICANT'S NAME: Fred Low - Chaille Tower Consultants for PI Tower Development

2. ADDRESS: 216 Barton Ave, Terre Haute, IN 47803

3. PHONE NUMBER: 317-538-9856 FAX NUMBER: 317-203-0759

4. NAME/S AND ADDRESS/S OF ALL RECORD OWNER/S AND PROOF OF OWNERSHIP.

ATTACHED

5. IF APPLICANT IS NOT THE FEE-SIMPLE OWNER, THE OWNER'S SIGNED AUTHORIZATION FOR APPLICATION MUST BE ATTACHED TO THIS APPLICATION.

ATTACHED

6. ADDRESS OF PROPERTY INVOLVED FOR THIS SUBMITTAL: 6400 TEXTILE RD, YPSILANTI

LOT #/s: \_\_\_\_\_ SUBDIVISION NAME: \_\_\_\_\_

PROPERTY NUMBER: ~~K-11-29-200-002~~ K-11-29-200-028

7. CURRENT ZONING OF PROPERTY: R-1 One Family Residential

8. REQUIRED SCALED AND ACCURATE SURVEY DRAWING, CORRELATED WITH A LEGAL DESCRIPTION AND SHOWING ALL EXISTING BUILDINGS, DRIVES AND OTHER IMPROVEMENTS.

ATTACHED

A SITE PLAN REQUIRED, IF REQUESTED BY THE PLANNING COMMISSION, WHICH PLAN SHALL MEET ALL THE REQUIREMENTS OF SECTION 2115  ATTACHED  NA

9. SECTION OF ZONING ORDINANCE INVOLVED IN THIS REQUEST: Section 2107

10. DESCRIBE PROPOSED USE: The project consists of the installation and operation of an unmanned telecommunication facility. A proposed 150 ft. tall monopole tower within a 10,000 sq. ft. lease area is proposed.

Fred Low Date 12/22/2017  
Applicant's Signature

\_\_\_\_\_  
Planning Director Signature Date \_\_\_\_\_

Fee: **\$680.00** Fee breakdown -  
Township: 300.00 ... 101.000.000.607.001 (GSITE)  
Planning: 380.00 ... 707.000.000.204.065 (DLSL)

Application cannot be appealed to the Board of Appeals. If denied by the Planning Commission, re-application can be made to the Planning Commission after 365 days, after the date of this application, except on the grounds of new evidence or proof of changed conditions found by the Planning Commission to be valid.



# Chaille Tower Consultants, LLC

Fred Low  
28602 CR 50  
Nappanee, IN 46550

## TRANSMITTAL

**Date:** 12/4/17

**To:** Ypsilanti Township - Planning & Zoning Department  
Attn: Charlotte Willson - Township Planning Coordinator  
Tilden R. Stumbo Civic Center  
7200 S. Huron River Dr.  
Ypsilanti, MI 48197

**PH:** (734) 485 - 3943

**Via:** USPS

**Re: Special Land Use Permit – RESUBMISSION**  
Applicant: Fred Low - Chaille Tower Consultants for PI Tower Development  
Site ID: PIMI023  
Site Address: **6400 TEXTILE RD, YPSILANTI, MI**

Charlotte,

I have been working with Ben Carlisle (Carlisle/Wortman) concerning a Special Land Use Permit for the above referenced Project. Based on review feedback received 4/13/17 enclosed are (10) revised submission packets and a copy of the original Special Land Use Permit Application.

A check was previously submitted for the Site Plan Review Fee related to the project above.

Please feel free to contact me with any questions.

Thank you,

Chaille Tower Consultants, LLC  
Fred Low  
28602 CR 50  
Nappanee, IN 46550  
317.538.9856 (m)  
317.203.0759 (fax)

RECEIVED  
BY CW  
DEC 08 2017  
YPSILANTI TOWNSHIP  
OCS

RECEIVED  
BY CW  
DEC 18 2017  
YPSILANTI TOWNSHIP  
OCS

November 13, 2017

Charter Township of Ypsilanti  
Plan Commission Chair and Board Members

Dear Chairperson,

PI Tower Development, LLC is requesting a Special Use Permit to permit a wireless communication facility (tower) in a R-1 One Family Residential zoned district of Charter Township of Ypsilanti, Washtenaw County, MI located at 6400 Textile Rd, Ypsilanti, MI 48197. This Communication Facility is designed to provide PI Tower Development, LLC and other future users an antenna support structure for Personal Communications Services ("PCS") in the area between I-94 and Merritt Road. This Communication Facility will provide an antenna platform for additional PCS providers and would potentially eliminate the need for carriers to construct their own antenna towers in the area.

In addition to traditional wireless telephone services, other services will include wireless internet connections and wireless data transmission. The PCS facilities will also provide support for emergency services by providing wireless communications to paramedics, firefighters and law enforcement agencies. These services have become established and accepted as an integral part of the nation's communications infrastructure as these services promote public health, safety, comfort and general welfare.

The location was determined for this specific site based on thorough computerized studies. Like traditional cellular phone systems, PCS operates on a "grid" system, whereby overlapping "cells" mesh to form a seamless wireless network. The technical criteria for establishing cell sites are very exacting as to **both the height and location** of the Communication Facility. Based on a computerized engineering study which takes into account, among other things, local population density, traffic patterns and topography, RF (radio frequency) engineers have identified the necessary location for this additional PCS site in Washtenaw County, Charter Township of Ypsilanti. Coverage objectives for carriers are anticipated to improve coverage in the area of approx. three to four miles in radius as well as fill in a large gap of poor coverage between existing carrier site locations.

PI Tower Development, LLC representatives first sought out collocation possibilities on existing towers. There were no towers within our search area. PI Tower Development, LLC representatives then looked outside the search area to see if any towers were in the area available for collocation that would meet carrier RF Coverage needs. In this case there were (2) existing structures found in the vicinity of the search area available for collocation. The first is a monopole approximately 1.85 miles Southwest of search area. This monopole is too far Southwest of the search area to be of use by our interested tenant (Verizon Wireless) for the proposed coverage (see Exhibit C – Map 3). The second existing structure found was a monopole structure 2 miles West of the search area. This site was determined to be too far to the west and in too close of proximity to an existing Verizon Wireless facility to be acceptable (see Exhibit C – Map 2). It was then determined a new build site was necessary to meet RF Coverage needs.

Chaille Tower Consultants, LLC ~ 28602 CR 50 ~ Nappanee, IN 46550  
Phone: 317.538.9856 ~ E-mail: [fredlow@chailletowerconsultants.com](mailto:fredlow@chailletowerconsultants.com)

The proposed facility will include a 100' x 100' fenced compound area with access to the Communication Facility via a proposed drive off Textile Road. The Wireless Communication Facility will include a 150' tall Monopole with a 4' Lightning Rod (154' Max Overall Height). The Monopole will be galvanized gray. The proposed facility will be situated on a parcel owned by Jesus Name Apostolic Church. The proposed facility will be situated in the midst of a tract of land that is zoned R-1 One Family Residential.

Specific to set standards found in Section 2107 of the Charter Township of Ypsilanti Zoning Ordinance, PI Tower Development, LLC provides the following:

**Section 2107: Uses not otherwise included within a specific use district:**

1. Wireless communication towers and antennas:
  - a. Purpose: The purpose of this section is to establish general guidelines for the location of wireless communications towers and antennas. The objectives of this section are to encourage the co-location of multiple antennas on a single tower, to consider public health and safety in the location and operation of such towers and antennas, to protect residential areas and land uses from potential adverse impacts of towers and antennas, to limit visual impacts by promoting innovative design and screening of towers and to avoid potential damage to adjacent properties from tower failure by requiring careful engineering and proper location of tower structures.

**RESPONSE:**

PI Tower Development, LLC understands the purpose above and shares in the objective as stated. PI Tower Development, LLC develops its business plans based on this same objective. PI Tower Development, LLC has identified a tenant (Verizon Wireless) for the proposed tower location and will actively market the tower to other possible tenants aggressively to attract additional co-location.

b. Definitions:

- (1) Abandoned tower or antenna: An antenna that is not operated for a continuous period of twelve months, or a tower constructed or maintained without an operational antenna shall be considered abandoned.
- (2) Alternative tower structure: Man-made trees, clock towers, bell steeples, utility poles, flagpoles and similar decorative structures that camouflage or conceal the presence of antennas or towers.
- (3) AM array: One or more tower units with a supporting ground system that functions as one AM broadcasting antenna shall be considered as one tower with a perimeter equaling the smallest rectangular figure that can encompass all elements associated with the array. Setbacks and other distances shall be measured from this perimeter. Additional tower units may be added within the perimeter of an approved array by right.
- (4) Antenna: Any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital or analog signals, radio frequencies (except radar) or other wireless communication signals.
- (5) Amateur radio communications antenna: An antenna and associated support structure that is owned and operated by a federally licensed amateur radio station operator for personal use.
- (6) Backhaul network: The lines that connect a provider's towers or antennas to one or more switching offices, long-distance providers or public-switched telephone network.
- (7) *Satellite dish: An antenna structure designed to receive from or transmit to orbiting satellites.*
- (8) Tower: A structure, and any support thereto, designed primarily for the purpose of supporting one or more antennas for wireless communication purposes.

**RESPONSE:**

**PI Tower Development, LLC understands the definitions as listed.**

c. Required conditions:

- (1) Reviews and approvals: Construction, installation, replacement, co-location or enlargement of wireless communication towers and antennas shall be reviewed and approved as indicated in Table 2107.1. Towers and antennas requiring planning commission review shall be subject to special land use approval in accordance with section 2119 (special land uses).

TABLE 2107.1  
REQUIRED REVIEW/APPROVAL

SITUATION/USE	Township Board	Planning Commission	Administrative Permits	Exempt
Construction of cellular and similar communications towers.	✓	✓	✓	

- (2) State or federal requirements: Towers and antennas shall meet or exceed current standards of the Federal Aviation Administration (FAA), Federal Communications Commission (FCC), and any other agency of the state or federal government with regulatory authority. Failure to maintain a tower or antenna in compliance with current state and federal standards, or failure to bring such towers or antennas into compliance with revised standards within six months of their effective date, shall constitute grounds for removal of the tower or antenna at the owner's expense.

**RESPONSE:**

PI Tower Development, LLC understands this requirement and will comply with the requirements as outlined.

- (3) Site requirements and setbacks for wireless communication towers: The following shall apply to all wireless communication towers, and to antennas located on such towers:
- (a) Permitted locations by district: Wireless communication towers shall be permitted in non-residential zoning districts. Such towers may be located in residential zoning districts only on parcels of land over 20 acres in area occupied by an institutional or a public recreational use.

**RESPONSE:**

The existing parcels combination and boundary adjustment were approved resulting in parcel K-11-29-200-028 (See Exhibit D). The resultant parcel meets the acreage requirement. The parcel is zoned R-1 One Family Residential and is occupied by an institutional use.

- (b) Height: Towers shall not exceed 150 feet in height as measured from grade-level to the highest point of the tower.

**RESPONSE:**

The proposed monopole is 150 feet in height as measured from grade level to the highest point of the tower. However, there is a 4 foot lightning rod at the top of the tower which extends the overall height to 154 feet. (See Exhibit E)

- (c) Lot boundaries: Towers shall be set back from all zoning lot boundaries not less than 100 percent of the height of the tower or antenna. Anchoring cables and associated accessory structures shall satisfy minimum zoning district setback requirements with a minimum setback of 20 feet. If located on the same zoning lot with another permitted use, such towers or structures shall not be located in a front yard or side yard abutting a street.

**RESPONSE:**

All setback requirements appear to be met by the proposed location of the monopole tower. The monopole tower is not in a front yard or side yard.

- (d) Residential dwellings: Towers shall be set back a minimum of 300 feet from the boundary of a parcel with an existing dwelling, except where separated by an interstate highway or otherwise provided for herein.

**RESPONSE:**

The proposed location of the monopole tower is greater than 300 feet from the boundary of the parcel with an existing dwelling to the west.

- (4) Site requirements and setbacks for antennas located on buildings or similar structures:
- (a) The principal use is a conforming use in a multiple-family or non-residential zoning district and the building is a conforming structure in the district.
  - (b) The height of the building or similar structure shall be a minimum of 50 feet and the antenna and support structure shall not exceed the height of the building by more than 10 feet.
  - (c) The antenna and support structure shall be set back from the outermost vertical wall or parapet of the building a minimum distance equal to 150 percent of the height of the antenna and support structure.
  - (d) The antenna and support structure shall be securely mounted to the building in a permanent manner.

**RESPONSE:**

This section does not apply.

- (5) Site requirements and setbacks for amateur radio communications antennas: The following shall apply to all amateur radio communications antennas:
- (a) One such antenna, with a maximum height of 60 feet and a minimum setback from all lot boundaries equal to 100 percent of its height, shall be permitted per zoning lot.
  - (b) Such antennas shall be accessory to a primary structure on the same zoning lot and shall be located in the rear yard of the zoning lot.

**RESPONSE:**

**This section does not apply.**

- (6) Site requirements and setbacks for satellite dish antennas: The following shall apply to all satellite dish antennas:
- (a) One such antenna, with a minimum setback from all lot boundaries equal to 150 percent of the height of the antenna and support structure, shall be permitted per zoning lot and shall be accessory to a primary structure on the lot.
  - (b) Such antennas shall be located in the side or rear yard of the zoning lot or permanently installed upon the primary structure in a manner not visible from any public right-of-way.

**RESPONSE:**

**This section does not apply.**

- d. Required information: The following information shall be provided with an application for a tower or antenna, in addition to that required by section 2115 (site plan review) or section 2119 (special land uses):
- (1) Site plan: The petitioner shall submit a site plan, and elevation drawings of all structures, for review in accordance with section 2115 (site plan review). For multiple locations, the plan shall show the location of all equipment, antennas or towers and shall provide a detail of typical site arrangements. Exterior treatments of all accessory structures shall comply with ordinance requirements for the zoning district in which it is located.

**RESPONSE:**

**See Exhibit A: Site Plan**

- (2) Permission to locate: The petitioner shall submit copies of a signed lease or other proof, satisfactory to the township attorney, of permission to locate a tower or antenna on the site.

**RESPONSE:**

**See Exhibit B: Ground Lease dated 10/31/16 (Redacted)**

- (3) Co-location agreement: Towers shall be designed and operated in a manner that encourages the co-location of multiple antennas on a single tower. The petitioner for a new tower shall submit a written agreement, transferable to all successors and assigns, stating that the tower operator shall make space available on the tower for co-location. Proposed antenna locations shall be indicated on the site plan.

**RESPONSE:**

**See Exhibit A: Site Plan. Future locations of additional tenants are indicated on Sheet 2.**

- (4) Insurance certificate: The petitioner shall submit a valid certificate of insurance, to be renewed annually, listing the Charter Township of Ypsilanti as the certificate holder and naming the Charter Township of Ypsilanti, its past, present and future elected officials, representatives, employees, boards, commissions and agents as additional named insured. The certificate shall also state that if any of the described policies are to be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the township as certificate holder. The petitioner shall supply a \$1,000.00 cash bond to the township, which may be used to reimburse township administrative expenses in the event the certificate is allowed to lapse.

**RESPONSE:**

**PI Tower Development, LLC understands this requirement and shall comply. PI Tower Development, LLC respectfully requests the Board Grant Conditional Approval with respect to the Insurance Certificate as outlined.**

- (5) Removal agreement: The petitioner shall submit a signed removal agreement and a security bond or letter of credit, satisfactory to the township attorney, for the removal of towers or antennas as applicable. The petitioner shall demonstrate that adequate funds will be available to the township for the removal of such towers or antennas, restoration of the site and associated administrative costs incurred by the township in the event that the petitioner, property owner or their successors fail to remove the tower or antenna in a timely manner as required by this article.

**RESPONSE:**

**PI Tower Development, LLC understands this requirement and shall comply. PI Tower Development, LLC respectfully requests the Board Grant Conditional Approval with respect to the Removal Agreement.**

- (6) Tax-related information: The petitioner shall supply to the assessor all tax-related information as requested by the assessor's office for assessment purposes. The assessor's office shall provide notice to the community and economic development department that this condition has been satisfied.

**RESPONSE:**

**PI Tower Development, LLC understands this requirement and shall comply. PI Tower Development, LLC respectfully requests the Board Grant Conditional Approval with respect Tax-related information.**

- (7) Engineering certification: Signed certification by a professional engineer, licensed by the State of Michigan, specifying the manner in which the tower or antenna structure will fall in the event of accident, damage or failure and verifying that the setback area provided would accommodate the structure and provide a reasonable buffer from adjacent parcels.

**RESPONSE:**

**Engineering certification indicating a maximum 47' Fall Radius attached. (See Exhibit F)**

- (8) Backhaul network information: The petitioner shall identify the entities providing the backhaul network for the towers or antennas described in the application and other sites owned or operated by the applicant in the township.

**RESPONSE:**

**Entities providing backhaul network for towers and antennas are within the purview of the tenant (in this case Verizon Wireless). The tenant will not make a determination as to the identity of the backhaul entity until such time that there is a certainty of Township approval of Special Use Application.**

- e. Criteria for approval of new towers and antennas: The following criteria for approval shall be found to exist for all tower or antenna installations:
- (1) Operating requirements: The petitioner shall demonstrate that operating requirements necessitate locating within the township and the general area and shall provide evidence that existing towers, structures or alternative technologies cannot accommodate these requirements.

**RESPONSE:**

**See Exhibit C: RF Propagation Maps. Map 1 shows the approximate coverage of the Verizon Wireless System within the area of proposed coverage as well as the immediate surrounding area. Map 4 shows the approximate resultant coverage after the proposed facility becomes active. As demonstrated in Map 4 the coverage of the target area will be substantially improved by the proposed facility.**

- (2) Engineering requirements: The petitioner shall demonstrate that existing towers or structures are not of sufficient height or structural strength to meet engineering requirements, or are not located in a geographic area that meets these requirements.

**RESPONSE:**

PI Tower Development, LLC representatives first sought out collocation possibilities on existing towers. There were no towers within our search area. PI Tower Development, LLC representatives then looked outside the search area to see if any towers were in the area available for collocation that would meet carrier RF Coverage needs. In this case there were (2) existing structures found in the vicinity of the search area available for collocation. The first is a monopole approximately 1.85 miles Southwest of search area. This monopole is too far Southwest of the search area to be of use by our interested tenant (Verizon Wireless) for the proposed coverage. The second existing structure found was a monopole structure 2 miles West of the search area. This site was determined to be too far to the west and in too close of proximity to an existing Verizon Wireless facility to be acceptable. It was then determined a new build site was necessary to meet RF Coverage needs.

- (3) Impact on adjacent residences: Nearby residential districts and uses will not be negatively influenced by the location of the tower or antenna.

**RESPONSE:**

The proposed location meets prescribed set backs and separations from existing residential property.

- (4) Site characteristics: Topography, vegetation, surrounding land uses, zoning, adjacent existing structures and other inherent site characteristics are compatible with the installation of towers or antennas on the site.

**RESPONSE:**

The proposed location is near the existing institutional structure on the proposed parcel. Landscaping and fencing design has been made in an attempt to match characteristics of existing structures.

- (5) Site design: Tower design, lighting, color, construction materials, landscaping, screening and other design elements are in compliance with township ordinances and established land use policies. Wireless communication towers and associated ground equipment shelter areas shall be designed, constructed and maintained in a manner that accommodates the co-location of multiple antennas on a single tower.

**RESPONSE:**

See Exhibit A. The communication facility shall be designed, constructed and maintained such that co-location of multiple antennas will be accommodated. Lighting shall be limited to work lights at grade on timed control switches to be used during maintenance activity within the compound (See Exhibit H for lighting specification).

- (6) Security: Wireless communication towers and associated ground equipment shelter areas shall be secured against unauthorized entry and shall be completely enclosed by an ornamental or industrial fence of not less than six feet in height.

**RESPONSE:**

See Exhibit A. The communication facility shall be completely enclosed by a 6 feet high vinyl coated chain link fence. The fencing color is designed to be dark green to match the detailing of the nearby structures. A landscaping boundary is also designed around the exterior of the fenced boundary (See Exhibit G for sample of fencing).

- f. Tower address: Each tower shall be designated with a specific and unique mailing address.

**RESPONSE:**

PI Tower Development, LLC understands this requirement and shall comply. A specific and unique address will be obtained for the Tower and as well as a unique address for each Tenant on the tower. PI Tower Development, LLC respectfully requests the Board Grant Conditional Approval with respect to Tower Address.

- g. Existing towers and antennas: A tower or antenna for which a building permit has been properly issued prior to the effective date of this ordinance shall be allowed to continue to be used as it presently exists, provided that such towers or antennas are maintained in a structurally safe condition, in accordance with section 2107.1b(2) [state and federal requirements] and in compliance with township ordinances and conditions of approval in effect when the building permit was issued.

**RESPONSE:**

This requirement is understood by PI Tower Development, LLC and shall be followed.

- h. Removal of abandoned towers and antennas: Abandoned towers or antennas shall be removed by the owner within 90 days of receipt of notice from the township notifying the owner of such abandonment. Failure by the owner to remove abandoned towers or antennas shall be grounds for the township to seek court approval for such removal at the owner's expense.

**RESPONSE:**

**This requirement is understood by PI Tower Development, LLC and shall be followed.**

- i. Rescinding approval of a wireless communication tower or antenna: Failure of the owner, operator or lease holder of an approved tower or antenna to renew or replace any required bonds or insurance certificates, to maintain and operate the tower or antenna in compliance with state and federal requirements, approved permits, site plans or conditions of special land use approval or to provide information to the township about the tower or antenna as required by this article or conditions of special land use approval shall be grounds for the township board to rescind any previous approval to construct or operate the tower or antenna. Such action shall be subject to the following:
  - (1) Public hearing: Such action may be taken only after a public hearing has been held pursuant to reasonable advance notice, at which time the owner, operator or lease holder of the tower or antenna shall be given an opportunity to present evidence in opposition to rescission.
  - (2) Subsequent to the hearing, the township board's decision with regard to the rescission shall be made and written notification provided to said owner, operator or lease holder of the tower or antenna.

**RESPONSE:**

**This requirement is understood by PI Tower Development, LLC and shall be followed.**

Additional Pertinent Information:

1. Name, address and phone number of the person preparing the report;

**Fred Low – Chaille Tower Consultants, LLC**

**216 Barton Avenue, Terre Haute, IN 47803 PH (317) 538-9856.**

2. The name, address, and phone number of the property owner and Applicant, and to include the legal name of the Applicant. If the site is a tower and the owner is different than the applicant, provide name and address of the tower owner;

**Property Owner:**

**Jesus Name Apostolic Church**

**6400 Textile Rd, Ypsilanti, MI 48197, PH 734-487-2266**

**Tower Owner:**

**PI Tower Development, LLC, 7411 Fullerton St, Suite 110, Jacksonville, FL 32256**

**PH (904) 450-4830**

3. The postal address and tax map parcel number of the property;

**Postal Address: 6400 Textile Rd, Ypsilanti, MI 48197**

**Tax Parcel Number: K -11-29-200-028**

Pursuant to the Charter Township of Ypsilanti Ordinance, PI Tower Development, LLC has made application for a Special Use Permit. This will allow PI Tower Development, LLC to erect and maintain its proposed communication facility at a height of 150' above ground level. **PI Tower Development, LLC respectfully asks that an approved Special Use Permit be given to this application. We look forward to working with Charter Township of Ypsilanti and Washtenaw County to bring the benefits of wireless phone and data service to your community.**

Respectfully,

Fred Low  
Chaille Tower Consultants, LLC  
216 Barton Avenue, Terre Haute, IN 47803  
Representative for Stout and Company  
(c) 317.538.9856 / (f) 317.203.0759

# EXHIBIT A





# EXHIBIT B

Site Name: MI-Ypsilanti-Textile

Site Number: PIM1023

### GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "Lease") is made this 31<sup>st</sup> day of October, 2016 (the "Commencement Date"), by and between **Jesus Name Apostolic Church**, a Michigan Corporation ("Lessor"), and **PI TOWER DEVELOPMENT LLC**, a Delaware limited liability company ("Lessee").

1. **Leased Premises.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor under the terms and conditions set forth in this Lease a portion of that certain parcel of real property, located at 6400 Textile Rd., Ypsilanti, MI 48197 ("Site"), as more particularly described on **Exhibit "A"** and the survey or site plan shown on **Exhibit "A-1"** attached hereto and made a part hereof ("Leased Premises"), together with an easement, or easements, for ingress, egress, utilities, and any other easements required by the local governing authorities, including, without limitation, a landscape buffer or "Fall Zone" (if applicable), for the duration of the lease on the property which is more particularly described on **Exhibit "B"** attached hereto and made a part hereof ("Easement(s)"). The easement rights herein granted include the right and authority of Lessee to grant or assign to third parties all or some of the easement rights granted to Lessee herein. Lessor agrees and acknowledges that Lessee may, at Lessee's sole cost and expense, have a metes and bounds survey prepared of the Leased Premises and the Easement(s), and that the legal description of the Leased Premises and the Easement(s), as shown on the survey, shall thereafter become the legal description of the Leased Premises and the Easement(s). Lessor represents and warrants that Lessor has good and marketable title to the Leased Premises and the Easement(s) free and clear of all liens and encumbrances, other than those liens and encumbrances shown on **Exhibit "C"** attached hereto and made a part hereof. Lessor further represents and warrants that there are no easements, licenses, rights of use or other encumbrances on the Leased Premises or the Easement(s) which will interfere with or constructively prohibit Lessee's Intended Use (as herein defined) of the Leased Premises.

2. **Lessor's Representations and Warranties.** Lessor represents and warrants that Lessee's intended use of the Leased Premises as a site for the transmission and receipt of wireless communication signals and for the construction and maintenance of towers, antennas or buildings and related facilities ("Intended Use") is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations. Lessor further represents and warrants that (i) the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party, (ii) there are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under the state or federal law, suits, claims or causes of action against Lessor or which may otherwise affect the Leased Premises and the Easement(s), (iii) the Leased Premises and the Easement(s) are not presently subject to an option, lease or other contract which may adversely affect Lessor's ability to fulfill its obligations under this Lease, and (iv) Lessor shall not grant an option or enter any contract which will affect the Leased Premises or the Easement(s) until this Lease expires or is terminated by Lessee.

3. **Lessee's Due Diligence Period.**

(a) Within twenty (20) business days following the Commencement Date, Lessee shall pay to Lessor the amount of [REDACTED] the "Due Diligence Fee").

which Due Diligence Fee shall be nonrefundable to Lessee, except in the event that this Lease is terminated by Lessee prior to the Rent Commencement Date (as herein defined) due to a default by Lessor. Provided that construction of the Tower Facilities (as hereinafter defined) has not commenced, it is understood that Lessee shall have the right to terminate this Lease for any reason or no reason at all, without any further liability or obligation to Lessor except those obligations which specifically survive the expiration or termination of this Lease, by delivery of written notice of termination to Lessor prior to the Rent Commencement Date. Lessee shall be entitled to a credit toward Rent (as hereinafter defined) due under this Lease equal to the Due Diligence Fee paid to Lessor.

(b) Lessee shall have the right, at its cost and expense, to have the Leased Premises and the Easement(s) surveyed and to obtain a title report or commitment for a leasehold title policy covering the Leased Premises and the Easement(s) from the title insurance company of its choice prior to the Rent Commencement Date. Lessor shall remove any survey or title defects, which will adversely affect Lessee's leasehold title or its ability to mortgage its leasehold interest. In the event Lessor shall fail to cure any such defects, Lessee shall have the right to terminate this Lease upon written notice to Lessor.

(c) In the event of a termination of the Lease pursuant to subparagraph 3(a) or 3(b) above or Paragraph 8 below, within thirty (30) days of such termination Lessee will file a release or other appropriate instrument with the local recording office to remove the Memorandum of Lease from the title record. If said removal is not performed by Lessee within such thirty (30) day period, Lessee appoints Lessor, as Lessee's agent and at Lessee's cost and expense, to file the necessary release or other instrument to cause the Memorandum of Lease to be released from title.

4. **Attorney-In-Fact and Cooperation.** Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file such applications on behalf of Lessor with federal, state and local governmental authorities which relate to Lessee's Intended Use of the Leased Premises, including, but not limited to, land use and zoning applications. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Leased Premises (the "Governmental Approval").

5. **Use.** The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of a communications tower, antennas, buildings, and related facilities and activities, and all other uses permitted under applicable zoning regulations. Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time during the Term (as herein defined) of this Lease.

6. **Initial Term.** The initial term of this Lease shall be **five (5) years** commencing on the Commencement Date and terminating on the fifth (5th) anniversary of the Commencement Date ("Initial Term"). The parties agree that a memorandum of lease in the form attached hereto as **Exhibit "D"**, evidencing the Commencement Date and other matters, shall be executed and recorded.

7. **Renewal Terms.** Lessee shall have the right to extend the Initial Term of this Lease for **five (5) additional five (5) year terms** ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect. The Initial Term and each Renewal Term shall collectively be referred to herein as the "Term".

8. **Rent.**

(a) Within sixty (60) days after the completion of the construction of the tower and the issuance

of a certificate of occupancy for the tower. Lessee shall pay to Lessor a one-time non-recurring payment in the amount of [REDACTED]

(b) Commencing on the Rent Commencement Date, during the Term of this Lease, Lessee shall pay to Lessor an annual rental amount of [REDACTED] to be paid in equal monthly installments of [REDACTED] ("Rent"), which shall be deemed to include any applicable State, County or local sales or use tax. Rent shall be payable in advance on or before the fifteenth (15th) day of each calendar month, and shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by written notice to Lessee. It shall be the sole responsibility of the Lessor to remit payment of any applicable State, County or local sales, rent or use tax to the appropriate taxing authority. If the Rent Commencement Date or the date of termination (the "Termination Date") of this Lease is other than the first (1st) day of a calendar month, Rent shall be prorated. In the event of termination of this Lease for any reason, other than nonpayment of Rent, all Rent paid in advance of the Termination Date for that period shall be refunded to Lessee. The "Rent Commencement Date" shall mean the date the Lessee commences construction of the Tower Facilities; provided, however, in the event that Lessee has not commenced construction of the Tower Facilities within three (3) years following the Commencement Date, this Lease shall automatically terminate and the parties shall be released from further liability or obligation hereunder except those obligations which specifically survive the expiration or termination of this Lease. The Rent shall increase by [REDACTED] upon the fifth (5<sup>th</sup>) anniversary of the Rent Commencement Date and every fifth (5<sup>th</sup>) year thereafter.

**9. Conditions Subsequent.** In the event that Lessee's Intended Use of the Leased Premises is actually or constructively prohibited through no fault of Lessee or the Leased Premises or the Easement(s) are, in Lessee's opinion, unacceptable to Lessee, then upon notice from Lessee, this Lease shall terminate and be of no further force or effect and Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid in advance to Lessor.

**10. Interference.** Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use, any portion of adjacent real property owned by Lessor in any way which interferes with the wireless communications operation of Lessee. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to terminate said interference at its sole cost and expense. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor.

**11. Improvements; Utilities, Access and Other Easements.**

(a) Lessee shall have the right at Lessee's sole cost and expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including without limitation, a communications tower, a structural tower base, radio transmitting and receiving antennas, communications equipment, equipment cabinet and/or shelters, and related facilities (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the Term and upon termination of this Lease. All or any portion of the Tower Facilities may be removed by the Lessee from the Leased Premises at any time during the Term. Lessee shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Lease, remove its building(s), antenna structure(s) (except footings including footings up to 3 feet below grade), equipment, conduits, fixtures and all personal property placed thereon by or through Lessee and restore the Leased Premises to their original condition, reasonable wear and tear and casualty damage excepted. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon Lessee's tower or Lessee's other improvements, communications equipment, or

Easement rights. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. The Lessor agrees that any property of the Lessee that remains on the Leased Premises after ninety (90) days following the expiration or earlier termination of this Lease shall be deemed abandoned by the Lessee and shall be thereafter owned by the Lessor without further consent of the Lessee.

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Leased Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Easement(s) to service the Leased Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easement(s) for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement to the utility company providing the service for Lessee in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall, at all times during this Lease, enjoy ingress, egress, and access from the Leased Premises to an open and improved public road which presently exists, and which Easement(s) shall be adequate to service the Leased Premises and the Tower Facilities. If no such public road exists, or ceases to exist in the future, Lessor will grant an appropriate easement to Lessee and its sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Leased Premises and the Tower Facilities. Lessor acknowledges and agrees that any new private access drive constructed by Lessee will be used exclusively by Lessee and its sublessees, sublicensees and assigns. Any use thereof by Lessor, its tenants, licensees, or lessees or other occupants on the Site shall be subject to Lessee's prior written consent to use such private access drive. Any attempted use thereof by Lessor, its tenants, licensees or lessees or other occupants of the Site without Lessee's prior written consent shall be considered a material breach of this Lease. To the extent such access is across other property owned by Lessor, Lessor shall execute an easement evidencing this right and Lessor shall maintain access to the Easement(s) in a free and open condition so that no interference is caused by Lessor or by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement(s). Lessor shall provide such access to the Leased Premises across Lessor's adjacent property, and over all paved or unpaved roads owned or controlled by Lessor, to allow Lessee, or its sublessees, to use, maintain and repair the improvements located on the Leased Premises. Such access shall be provided twenty-four (24) hours per day, seven (7) days per week.

(d) If governmental authorities require a landscape buffer easement or any other type of easement to grant approval for the construction of the Tower Facilities ("Additional Easement(s)"), and if such Additional Easements cannot be located within the Leased Premises or the Easement(s) for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of such Additional Easement(s) on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement for such Additional Easement(s) in a form which may be filed of record evidencing this right.

**12. Termination.** Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if

the defaulting party commences efforts to cure the default within such period and diligently pursues curing of the default to completion within a reasonable time period, the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon thirty (30) days' written notice by Lessee to Lessor, if Lessee is unable to obtain or maintain through no fault of Lessee, any license, permit or other Governmental Approval necessary for the construction and operation of the Tower Facilities or Lessee's business; or

(c) By Lessee for any reason upon one (1) year's advance written notice from Lessee to Lessor; or

(d) By Lessee pursuant to Paragraph 3 of this Lease.

**13. Sublessee's Improvements.** Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower Facilities and to erect additional improvements on the Leased Premises, including, but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters as are reasonably required for the operation and maintenance of the communications equipment, together with rights of ingress and egress to the Leased Premises and the right to install utilities to and on the Leased Premises and Easement(s) as if said licensee or sublessee were the Lessee under this Lease.

**14. Taxes.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. Lessee shall pay, as additional Rent, any increase in real property taxes levied against the Leased Premises which are directly attributable to Lessee's use of the Leased Premises (the "Telecom Increase") within thirty (30) days of receipt of Lessor's written request provided that Lessor agrees to furnish proof of the Telecom Increase to Lessee within ninety (90) days from the issuance of the tax bill from the local taxing authority. If the Lessor fails to provide Lessee with such proof of the Telecom Increase within ninety (90) days of the issuance of the tax bill from the local taxing authority, then Lessee shall have no obligation to reimburse Lessor for, or to pay such Telecom Increase. In the event that Lessor fails to pay, when due, any taxes affecting the Leased Premises or the Easement(s), Lessee shall have the right, but not the obligation, to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent. Lessor hereby represents and warrants that Lessor's property on which the Leased Premises and Easement(s) are located is not subject to any "Conservation Use Covenant", "Greenbelt Covenant", agricultural or timberland covenant, or any other conservation use program which restricts or limits development of Lessor's property. Lessor agrees to be solely responsible for payment of any penalties, roll-back or additional taxes, special assessments or other monetary amounts now or hereafter payable to any county, city, state or other party as a result of the breach of any conservation use tax program affecting the property on which the Leased Premises and Easement(s) are located or resulting from the change in the nature or character of the use of the property from its present use to a communications tower facility. Lessor does hereby covenant and agree to indemnify, defend and hold Lessee forever harmless from any and all liabilities, claims, demands, actions or causes of action arising from or relating to a breach of any such covenants, whether such breach occurs because of the erection of the Tower Facilities on the Leased Premises or otherwise.

**15. Destruction of Premises.** If the Leased Premises or the Tower Facilities are destroyed or damaged, so as to hinder the effective use of the Tower Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction, and Lessee shall be entitled to the reimbursement of any Rent prepaid by the Lessee.

**16. Condemnation.** If a condemning authority takes all of the Leased Premises or Easement(s), or a portion sufficient in Lessee's determination to render the Leased Premises or the Easement(s), in the opinion of Lessee, unsuitable for the use which Lessee was then making of the Leased

Premises and Easement(s), this Lease shall terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to file its own claims against the condemning authority for the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses. A sale of all or part of the Leased Premises and/or Easement(s) to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this paragraph.

17. **Insurance.** Lessee shall purchase and maintain in full force and effect throughout the Term, public liability and property damage policies. The policy of general liability insurance shall provide a combined single limit of \$1,000,000 and shall name Lessor as an additional insured.

18. **Lessee's Environmental Covenants and Indemnity.** As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. During the Term of this Lease, Lessee shall cause the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees, contractors or sublessees to be in compliance with all applicable laws, rules, regulations and orders. Lessee shall not install or permit the installation of any underground storage tanks on the Leased Premises. Lessee shall defend, indemnify, protect and hold Lessor harmless from and against all claims, costs, fines, judgments and liabilities, including, without limitation, reasonable attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises to the extent caused by the acts, omissions or negligence of Lessee, its employees, business invitees, contractors or sublessees. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

19. **Lessor's Environmental Representation and Indemnity.** Lessor represents and warrants that no Hazardous Materials have been generated, stored, disposed of or are present on or under the Leased Premises and the Easement(s) prior to the Commencement Date of this Lease. Lessor shall indemnify, defend, protect and hold Lessee harmless from and against any and all claims, costs, fines, judgments, liability, actions, causes of action, liens and expenses, including, without limitation, penalties and reasonable attorneys' fees, incurred or suffered by or asserted against Lessee, to the extent arising out of or in any way relating to any one or more of the following which are not caused by Lessee: (a) the presence of any Hazardous Materials in, on, or under the Leased Premises; (b) any past, present or threatened release of Hazardous Materials in, on, under or from the Leased Premises; (c) any activity by Lessor in connection with any actual, proposed or threatened use, treatment, storage, existence, disposition or other release, production, manufacturing, management, abatement, removal, handling, transfer or transportation to or from the Leased Premises of any Hazardous Materials at any time located in, under or on the Leased Premises; (d) any testing and/or remediation costs in connection with any Hazardous Materials alleged to be located in, under, on or above the Leased Premises; (e) any past or present non-compliance with or violations of any environmental laws in connection with the Leased Premises or operations thereon, including but not limited to, any failure by Lessor to comply with any order of any governmental authority in connection with any environmental laws; and (f) the imposition, recording or filing or the threatened imposition, recording or filing of any environmental lien encumbering the Leased Premises. The foregoing representations and indemnities shall survive the expiration or earlier termination of this Lease.

20. **Mutual Indemnification.** Lessor shall indemnify and hold harmless Lessee from and against any and all claims, liabilities, loss or damage, penalties or judgments to the extent arising from

injury to person or property sustained by anyone in and about the Leased Premises and Easement(s) resulting from any act(s) or omissions(s) of Lessor, or Lessor's officers, agents, servants, employees, contractors, or sublessees. Further, Lessor shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Lessee or in which Lessee may be impleaded with others upon any such matter, claim or claims, except as may result from the acts described in the following paragraph. This indemnification obligation shall survive the expiration or earlier termination of the Lease.

Lessee shall indemnify and hold harmless Lessor from and against any and all claims, liabilities, loss or damage, penalties or judgments to the extent arising from injury to person or property sustained by anyone in and about the Leased Premises and Easement(s) resulting from any act(s) or omissions(s) of Lessee, or Lessee's officers, agents, servants, employees, contractors, or sublessees. Further, Lessee shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Lessor or in which Lessor may be impleaded with others upon any such matter, claim or claims, except as may result from the acts described in the preceding paragraph. This indemnification obligation shall survive the expiration or earlier termination of the Lease.

21. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery, or three (3) days after being deposited in the U.S. Mail, registered or certified, and postage prepaid, or one (1) day after being deposited with a recognized overnight delivery service. Such notices shall be addressed to the applicable party at its address shown below, or at such other address or addresses as either party shall designate to the other in writing in accordance with this paragraph:

As to Lessor: Pastor Nate Nix  
6420 Textile  
Ypsilanti, MI 48197  
[REDACTED]  
E-mail address: nixnate@gmail.com  
Federal ID / SS No.: \_\_\_\_\_

As to Lessee: PI Tower Development LLC  
7411 Fullerton Street  
Suite 110  
Jacksonville, Florida 32256  
Attention: Contracts Administrator

With a copy to: PI Tower Development LLC  
2855 LeJeune Road  
4<sup>th</sup> Floor  
Miami, Florida 33134  
Attention: Legal Department

22. **Title and Quiet Enjoyment.** Lessor warrants and represents that (i) it has the full right,

power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Leased Premises and the Easement(s); and (iii) the Leased Premises constitute a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the quiet enjoyment of the Leased Premises during the Term of the Lease. Lessor shall indemnify, defend and hold harmless Lessee from and against any loss, cost, expense or damage, including attorneys fees associated with a breach of the foregoing covenant of quiet enjoyment. This Lease shall be an estate for years and not a usufruct. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees, or agents to use any portion of any property owned or controlled by Lessor in any way which interferes with the operations of Lessee. Such interference shall be deemed a material breach by Lessor, and Lessee shall have the right, in addition to any other rights that it may have in law or equity, to enjoin such interference or to terminate this Lease.

**23. Subordination and Non-Disturbance.** This Lease shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "Mortgage") made by Lessor which may now or hereafter encumber the Leased Premises and Easement(s), provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Lessee agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Lessor's interest in the Leased Premises and Easement(s), such holder shall recognize and confirm the validity and existence of this Lease and that Lessee shall have the right to continue its use and occupancy of the Leased Premises and Easement(s) in accordance with the provisions of this Lease as long as Lessee is not in default of this Lease beyond applicable notice and cure periods. Lessee shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this paragraph. In the event the Leased Premises and/or Easement(s) are encumbered by a Mortgage on the Commencement Date, Lessor, no later than ten (10) days after the Commencement Date, shall obtain and furnish Lessee with a non-disturbance agreement in recordable form from the holder of each Mortgage.

**24. Assignments and Subleases.**

(a) Lessee may, upon notice to Lessor, mortgage or grant a security interest in Lessee's leasehold estate and the Tower Facilities, and may make a conditional assignment of this Lease and the Tower Facilities to any such mortgagees or holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "Secured Parties"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by any Secured Party. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee, and to give to the Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than thirty (30) days after the receipt of the default notice; provided, however, that for non-monetary defaults, Lessor shall not terminate the Lease for so long as a Secured Party is diligently pursuing a cure of the default, and if curing such non-monetary default requires possession of the Leased Premises and Easement(s), then Lessor agrees to give Secured Party a reasonable time to obtain possession of the Leased Premises and Easement(s) and to cure such default. If a termination, disaffirmation or rejection of the Lease, pursuant to any laws (including any bankruptcy or insolvency laws), by Lessee shall occur, or if Lessor shall terminate this Lease for any reason as provided for in Paragraph 12, herein, Lessor will give the Secured Parties prompt notice thereof and Lessor will give each Secured Party the right to enter upon the Leased Premises during a thirty (30) day period commencing upon such Secured Party's receipt of such notice for the purpose of removing any Tower Facilities. In addition, if this Lease is terminated for any reason, or otherwise rejected in bankruptcy, Lessor shall, upon request, enter into a new lease with a Secured Party on the same terms as those contained in this Lease provided such Secured Party pays all past due amounts within thirty (30) days of notice of such termination. Lessor waives any lien, interest, claim, right or title in the Tower Facilities which Lessor now has or may hereafter acquire, whether by statute, agreement or otherwise, and agrees that the Tower Facilities shall remain personal property and shall not constitute fixtures, notwithstanding any attachment to real property or any other applicable law or

doctrine relating to fixtures. A Secured Party shall have all of the rights of Lessee under the Lease, including, but not limited to, the right to exercise any renewal option(s) or purchase option(s) set forth in this Lease. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

(b) Lessee shall have the right to license, sublease or assign its rights under this Lease, without the consent of Lessor, upon any of the following conditions:

- i. any conditional assignment of this Lease to a Secured Party as described in subparagraph (a) above;
- ii. any license or sublease of a portion of the Tower Facilities in the ordinary course of Lessee's business;
- iii. an assignment or sublease to an affiliate entity of Lessee; or
- iv. an assignment to an entity in the business of developing or owning telecommunication towers, provided that any such assignee shall have a net worth equal to or greater than Lessee's.

Any license, sublease or assignment by Lessee of its rights under this Lease which is not set forth in (i) – (iv) above shall require the consent of the Lessor, which shall not be unreasonably withheld, delayed and/or conditioned. Any license, sublease or assignment pursuant to this subparagraph (b) shall be subject to all terms and conditions of this Lease. Upon assignment of all of its rights pursuant to this Lease, and the execution of a written assumption of all of the terms and conditions of the Lease by the assignee, Lessee shall be released from any further liability under this Lease.

**25. Successors and Assigns.** This Lease shall run with the Leased Premises described on Exhibit "A" and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

**26. Waiver of Lessor's Lien.** Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

**27. Waiver of Incidental and Consequential Damages.** Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Leased Premises or the Easement(s) by Lessee.

**28. Lessee's Exclusivity.** Lessor agrees not to lease any of Lessor's property within a radius of five (5) miles from the Leased Premises for construction of a tower, for the construction or for use as a communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Lessee.

**29. Right of First Refusal.** In the event that the Lessor receives and desires to accept a bona fide offer to sell and convey the Leased Premises to a third party not related to the Lessor by at least 51% common ownership, then the Lessor shall first provide the Lessee with a written offer to sell and convey the Leased Premises to Lessee upon the same terms and conditions as the offer made by the third party. The notice to Lessee shall include a copy of the third party's offer. If the third party offer is to purchase assets in addition to the Leased Premises, the right of first refusal hereunder shall apply only to the Leased Premises and the Lessor shall provide to Lessee the only the terms of the third party's offer which are

applicable thereto. Lessee shall have twenty (20) business days from the receipt from the Lessor's notice to accept the offer to purchase the Leased Premises. If Lessee desires to accept the offer, it shall notify the Lessor in writing within the said twenty (20) business day period and closing thereon shall occur within ninety (90) days of the date of Lessee's written acceptance of the offer. Transfer of title shall be by Special Warranty Deed and a Bill of Sale that warrants title to the Leased Premises without exception or encumbrance. If Lessee does not elect to accept the offer to purchase the Leased Premises, then the Lessor may proceed with selling the Leased Premises to the third party upon the same terms and conditions as offered to Lessee, which sale shall be made subject to the terms of this Lease. Should the third party not complete the purchase transaction, then this Right of First Refusal shall continue in effect for any future offers received by the Lessor.

**30. Certifications.** Either party may request, in writing, that the other party certify information to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) days after receipt of written request and may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any offsets, counter-claims or defenses on the part of the other party; (v) the commencement and expiration dates of the Term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

**31. Self Help.** Without limiting Lessee's right to terminate this Lease pursuant to Paragraph 12(a) hereof, in case of a breach of any covenant or term hereof by the Lessor, the Lessee may, in its sole discretion, elect to remedy the Lessor's breach, which remedy shall not operate or be construed as a waiver of the Lessee's rights herein to recover the cost of such remedy from the Lessor by setoff or otherwise, and the Lessor shall indemnify the Lessee from any and all costs, expenses, reasonable attorney fees and litigation expenses as may be incurred by the Lessee in performing the Lessor's obligations hereunder.

**32. Miscellaneous.**

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals and post-judgment proceedings, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by Lessor and Lessee; provided, however, that this Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on a Secured Party's interest therein, or surrendered, terminated or cancelled by Lessee, without the prior written consent of such Secured Party.

(d) If either Lessor or Lessee is represented by a broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) This Lease shall be construed in accordance with the laws of the state in which the Leased Premises is situated.

(f) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(g) Lessor shall cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Leased Premises and the Easement(s), and to take such action as Lessee may reasonably require to effect the intent of this Lease.

(h) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart. The parties agree that a scanned or electronically reproduced copy or image of this Lease shall be deemed an original.

(i) Lessor agrees that the terms of this Lease shall be strictly confidential and that Lessor shall not disclose any of the terms hereof to any third party, except with Lessee's prior written consent. Notwithstanding the foregoing, Lessor is permitted to disclose the terms of this Lease to its attorneys, financial consultants, accountants and lenders.

(SIGNATURE PAGES FOLLOWING)

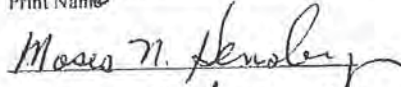
Parallel  
INFRASTRUCTURE

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

WITNESS:



Douglas Swafford  
Print Name



MOSE N HENSLEY  
Print Name

LESSOR:

Jesus Name Apostolic Church  
a Michigan Corporation

BY: 

Name: NATHANIEL J. NIX

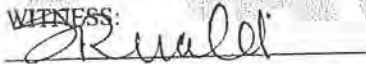
Title: Pastor / CEO

Date: 9/22/16

LESSEE:

PI TOWER DEVELOPMENT LLC,  
a Delaware limited liability company

WITNESS:



Stacey Rinaudo  
Print Name



Sama Cristens  
Print Name

By: 

Print Name: Ron E. Bittner  
Vice President

Title:

Date: 10-31-16

**EXHIBIT "A"**

Description of Real Property (Leased Premises)

A **100' by 100'** parcel of land for the tower compound being located around the base of the tower, all being a portion of the parent tract (see attached warranty deed for legal description of parent tract, if available). The legal description of the Leased Premises shall be determined by survey and shall thereafter replace this **Exhibit "A"**.

Tax Parcel I.D. # of parent tract:           K -11-29-200-002          

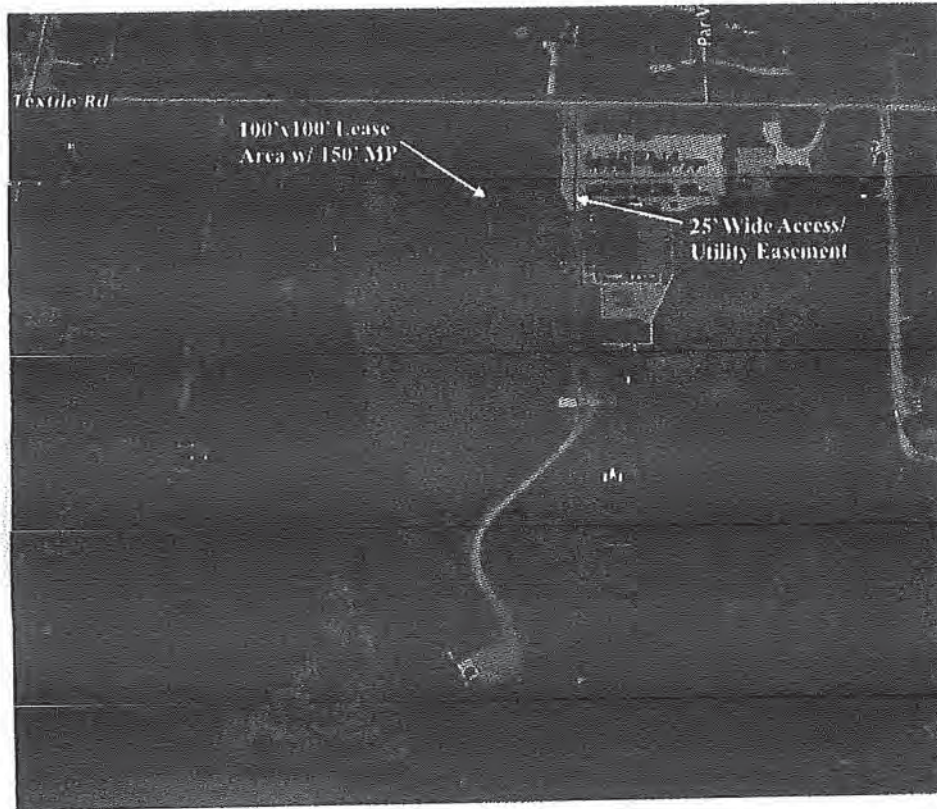
Physical Address of parent tract:           6400 Textile Rd.            
          Ypsilanti, MI 48197          



**EXHIBIT "A-1"**

Survey or Site Plan

Location of the Leased Premises shall be determined by survey, and upon completion shall replace this Exhibit "A-1".



**EXHIBIT "B"**

Easement(s)

(i) An easement from the Leased Premises to an open and improved public road in a minimum width of either 25 feet or the minimum width necessary to comply with any applicable governmental requirements, whichever is greater, to allow for ingress to and egress from the Leased Premises by vehicle;

(ii) An easement as may be required to provide utilities to the Leased Premises from the utility providers' preferred connection point;

(iii) if required by governmental authorities, an easement for a "Fall Zone" centered on the location of the Lessee's tower and extending outward in a circle for the number of feet as may be required by local zoning authorities (typically equal to the height of the Lessee's tower but could be more); and

(iv) if required by governmental authorities, an easement for a landscape buffer zone or any such additional easement(s) as may be required by local zoning authorities,

each to be determined by survey, and upon completion of survey, shall replace this Exhibit "B".

Parallel  
INFRASTRUCTURE

**EXHIBIT "C"**

Liens and Encumbrances

Holder of 1<sup>st</sup> Mortgage: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Loan Number: \_\_\_\_\_

Holder of 2<sup>nd</sup> Mortgage: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Loan Number: \_\_\_\_\_

**Other Liens/Encumbrances**

(Please Describe): \_\_\_\_\_

*If No Mortgage(s), check here:* \_\_\_\_\_

**EXHIBIT "D"**

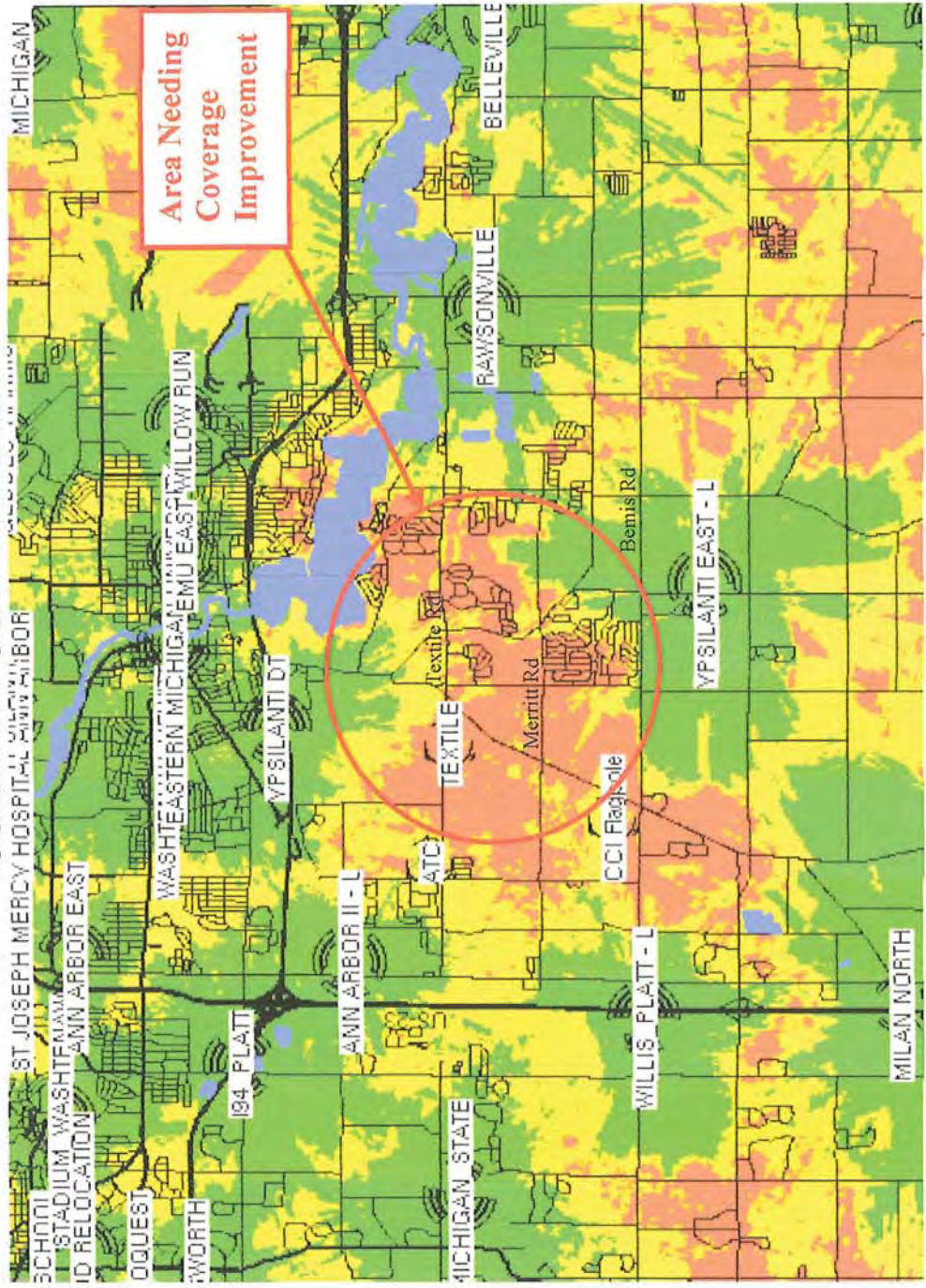
**MEMORANDUM OF GROUND LEASE AGREEMENT**

See Attached

**Parallel**  
INFRASTRUCTURE

# EXHIBIT C

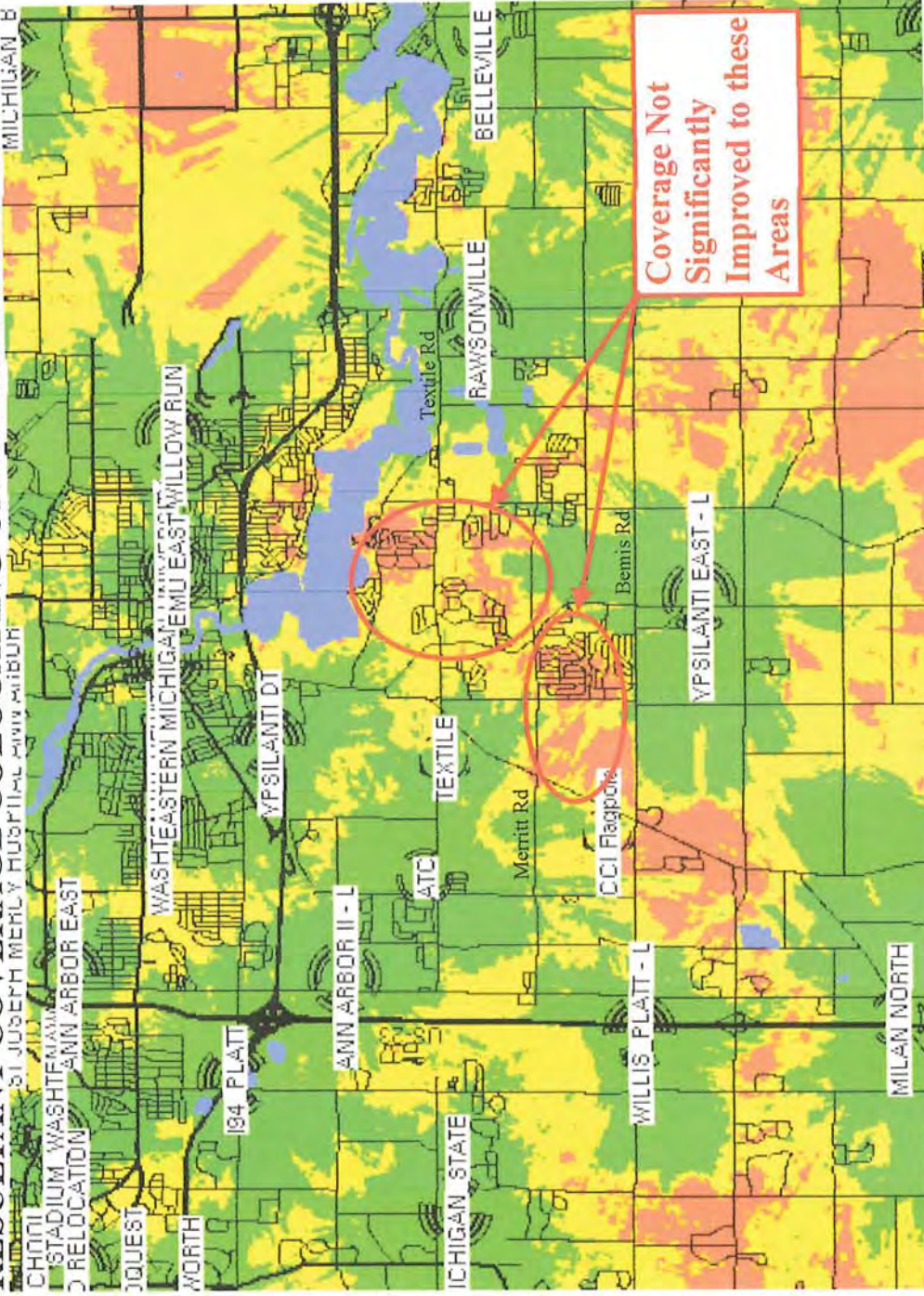
**MAP 1**  
**VERIZON WIRELESS**  
**CURRENT COVERAGE MAP**



- 85 (Good Coverage)
- 95 (Fair Coverage)
- 105 (Poor Coverage)

**MAP 2  
VERIZON WIRELESS**

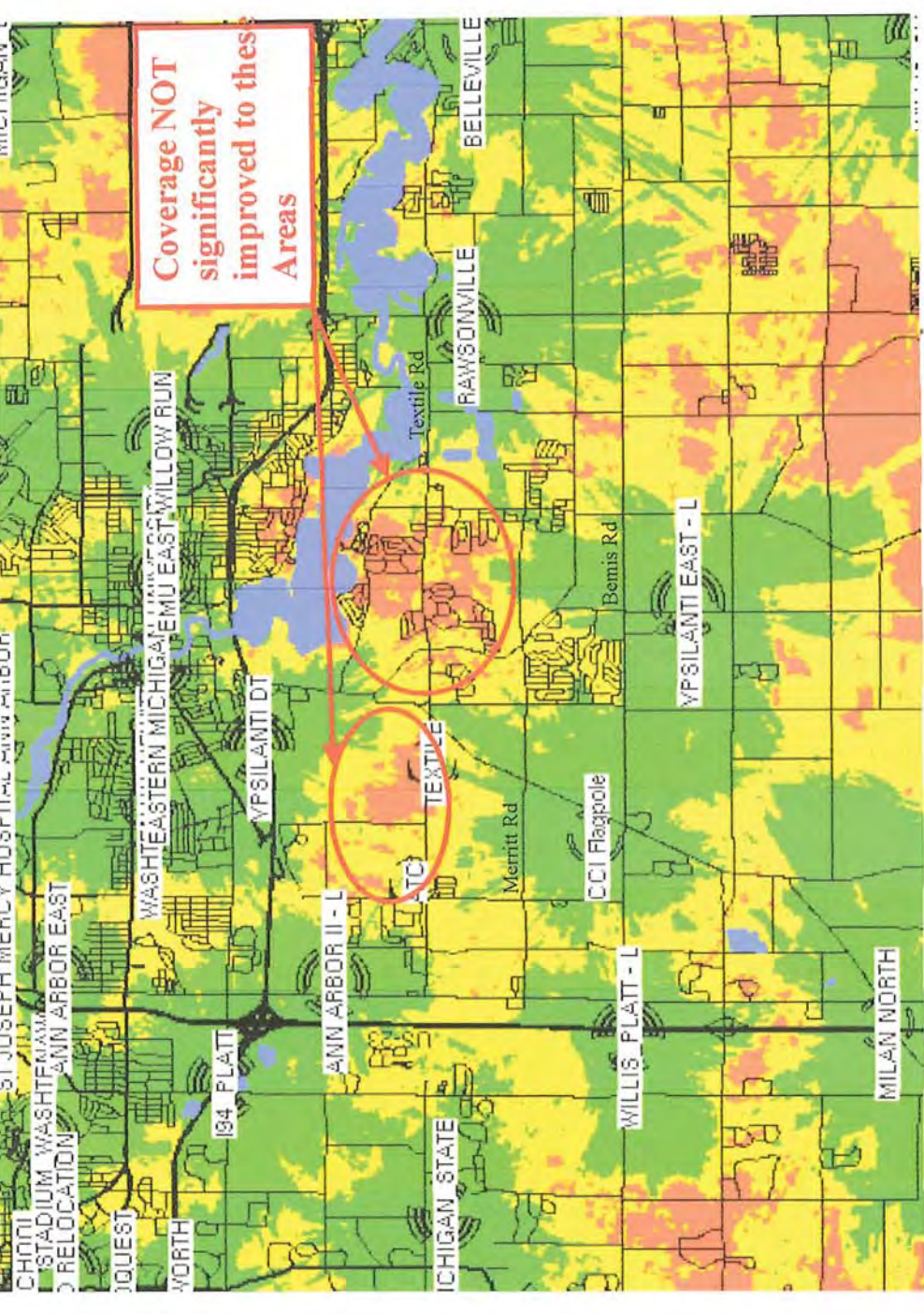
**RESULTANT COVERAGE COLOCATING ON EXISTING ATC TOWER**



- -85 (Good Coverage)
- -95 (Fair Coverage)
- -105 (Poor Coverage)

# MAP 3 VERIZON WIRELESS

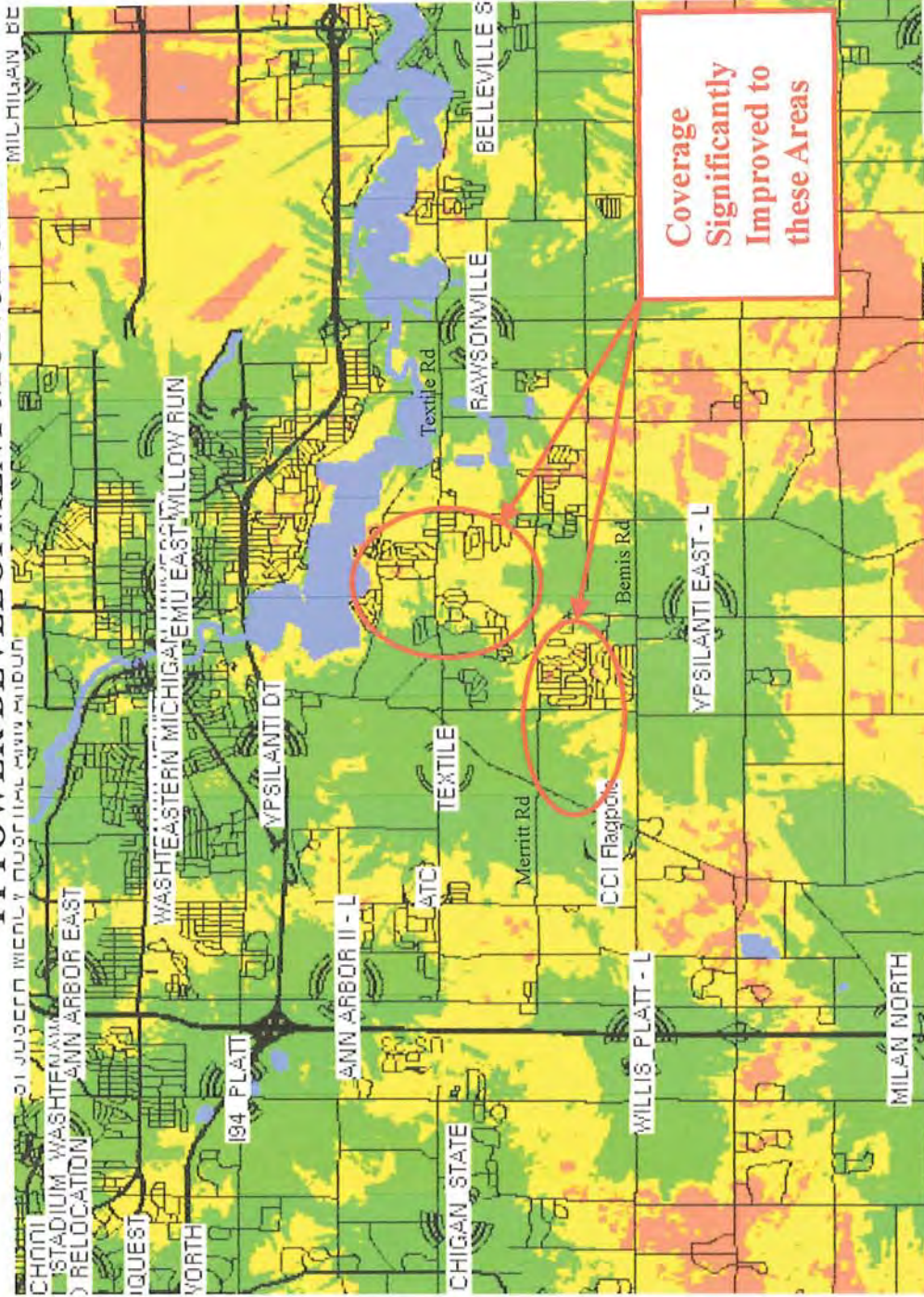
## RESULTANT COVERAGE COLOCATING ON EXITING CCI FLAGPOLE



Coverage NOT significantly improved to these Areas

- 85 (Good Coverage)
- 95 (Fair Coverage)
- 105 (Poor Coverage)

**MAP 4: VERIZON WIRELESS  
 RESULTANT COVERAGE COLOCATING ON PROPOSED  
 PI TOWER DEVELOPMENT MONOPOLE**



**Coverage  
 Significantly  
 Improved to  
 these Areas**

- 85 (Good Coverage)
- 95 (Fair Coverage)
- 105 (Poor Coverage)

# **EXHIBIT D**

LOVEJOY ROE  
Treasurer  
LARRY J. DOE  
Trustees  
STAN ELDRIDGE  
HEATHER ROE  
MONICA WILLIAMS  
JIMMIE WILSON JR.

**ytown.org**  
A community of opportunity

Charter Township of Ypsilanti

Assessor's Office

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 487-4927  
Fax: (734) 484-5159

April 17, 2017

Pastor Nate Nix  
6420 Textile Rd.  
Ypsilanti, MI 48197

Please be advised that the land division application that was submitted to combine two parcels has been approved as per P.A. 288 of 1967. (MCL 560.101 et. seq.)

Your application has been reviewed and meets compliance by the Office of Community Standards per the Ypsilanti Township Land Division Ordinance, Appendix C Section 300 (b)2.

This approval is subject to any and all of the conditions or restrictions that may be attached to this approval letter, which are considered to be part of the records of this Township. Approval of a division is not a determination that the resulting parcels comply with other Ypsilanti Township Ordinances or regulations.


Listed below is the new parcel identification number that will appear on the tax roll in 2018. Pro-ration of 2017 taxes is the responsibility of the owner(s).

**Please note that the 2017 taxes must be paid and not delinquent by closing on February 3, 2018 or your division will not appear on the 2018 assessment roll. You will then be required to reapply for your division. This deadline is earlier than the traditional tax deadline and is required as the date to finalize the 2018 Assessment Roll is prior to the usual tax deadline.**

<u>Parcel #:</u>	<u>Property Address:</u>
K-11-29-200-026	6400 Textile Rd.

If you have any further questions, please don't hesitate contacting me.

Sincerely,

  
Brian McCleery  
Assistant Assessor

CC: File

*Supervisor*  
**BRENDA L. STUMBO**  
*Clerk*  
**KAREN LOVEJOY ROE**  
*Treasurer*  
**LARRY J. DOE**  
*Trustees*  
**STAN ELDRIDGE**  
**HEATHER ROE**  
**MONICA WILLIAMS**  
**JIMMIE WILSON JR.**



**Assessor's Office**

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 487-4927  
Fax: (734) 484-5159

*Charter Township of Ypsilanti*

October 4, 2017

Pastor Nate Nix  
6390 Textile Rd.  
Ypsilanti, MI 48197

Please be advised that the land division application that was submitted for the boundary line adjustment of two parcels has been approved as per P.A. 288 of 1967. (MCL 560.101 et. seq.)

Your application has been reviewed and meets compliance by the Office of Community Standards per the Ypsilanti Township Land Division Ordinance, Appendix C Section 300 (b)2.

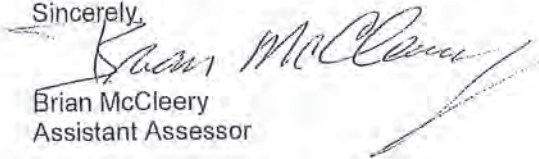
This approval is subject to any and all of the conditions or restrictions that may be attached to this approval letter, which are considered to be part of the records of this Township. Approval of a division is not a determination that the resulting parcels comply with other Ypsilanti Township Ordinances or regulations.

Listed below is the new parcel identification number that will appear on the tax roll in 2018. Proration of 2017 taxes is the responsibility of the owner(s).

**Please note that the 2017 taxes must be paid and not delinquent by closing on February 3, 2018 or your division will not appear on the 2018 assessment roll. You will then be required to reapply for your division. This deadline is earlier than the traditional tax deadline and is required as the date to finalize the 2018 Assessment Roll is prior to the usual tax deadline.**

<u>Parcel #:</u>	<u>Property Address:</u>
K-11-29-200-027	6420 Textile Rd.
K-11-29-200-028	6400 Textile Rd.

Should you have any questions, please don't hesitate contacting me.

Sincerely,  
  
Brian McCleery  
Assistant Assessor

CC: File

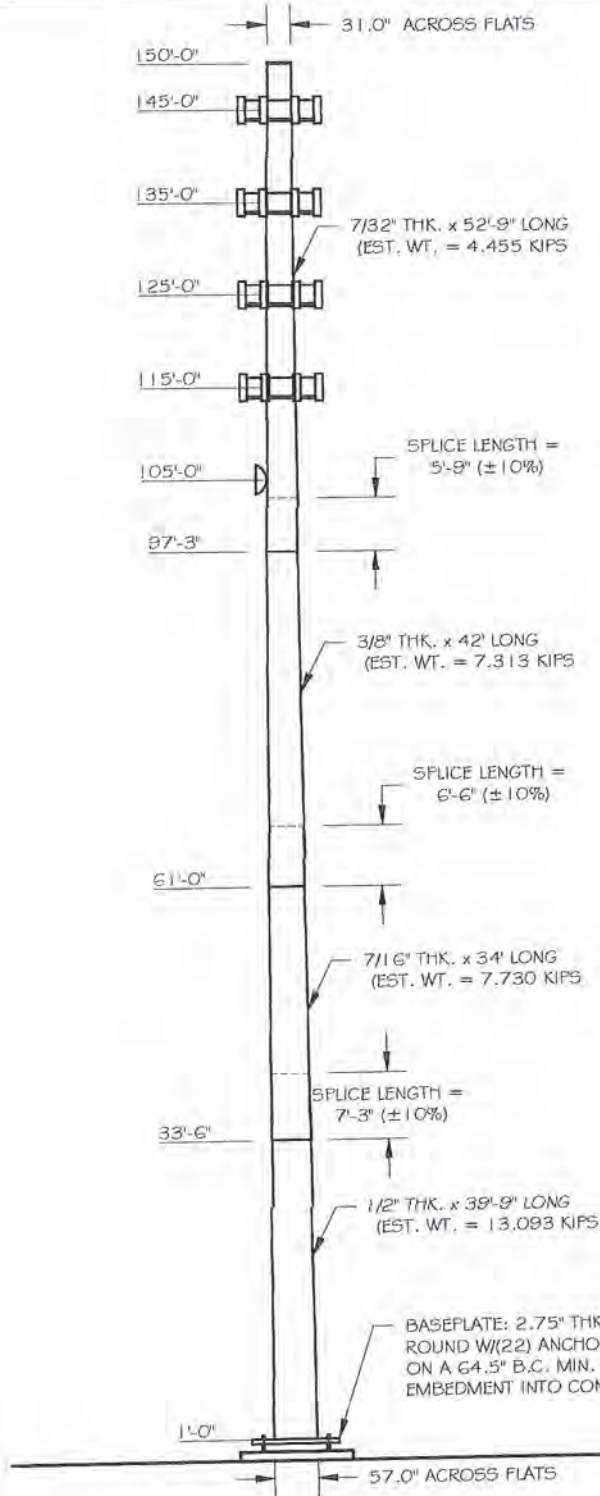
# EXHIBIT E



**TransAmerican  
Power Products, Inc.**

2427 Kelly Lane  
Houston, Texas 77066

PH: 281-444-8277 / FX: 281-444-7270



Page 1 of 2	Job Number: 23517-237
Eng: MFP	Customer Ref: TP-15832
	Date: 11/2/2017
Structure: 150-FT MONOPOLE	
Site: YPSILANTI - TEXTILE	
Location: WASHTENAW CO., MI / 42°12'3.9", -83°37'57.6"	
Owner: PARALLEL INFRASTRUCTURE	
Revision No.: Revision Date:	

DESIGN			
Building Code:	2012 INTERNATIONAL BUILDING CODE		
Design Standard:	ANSI/TIA-222-G-2		
Wind Speed Load Cases:	3-SEC. GUSTED WIND SPEED		
Load Case #1:	90 MPH Design Wind Speed - $V_{50}(V_{ult} = 116 \text{ MPH})$		
Load Case #2:	40 MPH Wind with 1" Ice Accumulation		
Load Case #3:	60 MPH Service Wind Speed		
Structure Class	Exposure Cat.	Topography Cat.	Crest Height
II	C	I	

EQUIPMENT LIST	
Elev.	Description
145	(12) R2V4PX31OR + (24) RRH + (4) RAYCAP
145	CAGE MOUNT
135	(12) R2V4PX31OR + (24) RRH + (4) RAYCAP
135	12-FT PLATFORM WITH HANDRAIL
125	(12) R2V4PX31OR + (24) RRH + (4) RAYCAP
125	12-FT PLATFORM WITH HANDRAIL
115	(12) R2V4PX31OR + (24) RRH + (4) RAYCAP
115	12-FT PLATFORM WITH HANDRAIL
105	(1) 4-FT MICROWAVE DISH
105	MICROWAVE MOUNT

ANTENNA FEED LINES ROUTED ON THE INSIDE OF THE POLE  
POLE DESIGNED FOR A MAX 47-FT FALL RADIUS

STRUCTURE PROPERTIES					
Cross-Section: 18-Sided			Taper: 0.18834 in/ft		
Shaft Steel: ASTM A572 GR 65			Baseplate Steel: ASTM A572 GR 50		
Anchor Rods: 2.25 in. AG 15 GR. 75 X 7'-0" LONG					
Sect.	Length (ft)	Thickness (in)	Splice (ft)	Top Dia. (in)	Bot Dia. (in)
1	52.75	0.2188	5.75	31.00	40.93
2	42.00	0.3750	6.50	39.41	47.32
3	34.00	0.4375	7.25	45.35	51.75
4	39.75	0.5000	0.00	49.51	57.00



**BASE REACTIONS FOR FOUNDATION DESIGN**

Moment: 7333 ft-kip  
Shear: 61 kip  
Axial: 84 kip



**TransAmerican  
Power Products, Inc.**

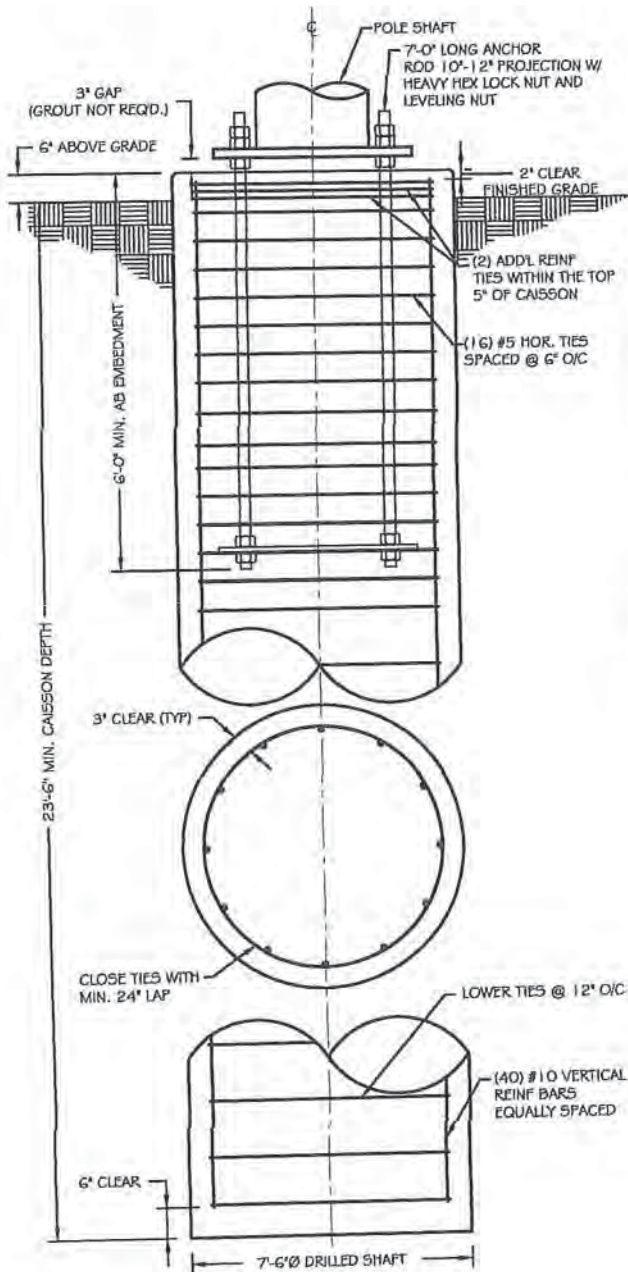
2427 Kelly Lane  
Houston, Texas 77066

PH: 281-444-8277 / FX: 281-444-7270

Page 2 of 2	Job Number: 23517-237
Eng: MFP	Customer Ref: TP-15832
	Date: 11/2/2017
Structure: 150-FT MONOPOLE	
Site: YPSILANTI - TEXTILE	
Location: WASHTENAW CO., MI / 42°12'3.9", -83°37'57.6"	
Owner: PARALLEL INFRASTRUCTURE	
Revision No.:      Revision Date:	

**FOUNDATION NOTES:**

1. ALL FOUNDATION CONCRETE SHALL USE TYPE II CEMENT AND ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS. CONCRETE SHALL HAVE A MAXIMUM WATER/CEMENT RATIO OF 0.46 AND SHALL BE AIR ENTRAINED 6% (± 1.5%). ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI 318, "THE BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE", LATEST EDITION.
2. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 VERTICAL BARS SHALL BE GRADE 60, AND TIES OR STIRRUPS SHALL BE A MINIMUM OF GRADE 40. THE PLACEMENT OF ALL REINFORCEMENT SHALL CONFORM TO ACI 315, "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES", LATEST EDITION.
3. CAISSON FOUNDATION INSTALLATION SHALL BE IN ACCORDANCE WITH ACI 336, "STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF DRILLED PIERS", LATEST EDITION.
4. THE CONTRACTOR SHALL DETERMINE THE MEANS AND METHODS TO SUPPORT THE EXCAVATION DURING CONSTRUCTION. THE CONTRACTOR SHALL READ THE GEOTECHNICAL REPORT AND SHALL CONSULT THE GEOTECHNICAL ENGINEER AS NECESSARY PRIOR TO CONSTRUCTION.
5. FOUNDATION DESIGN IS BASED ON GEOTECHNICAL REPORT BY:  
ENGINEER: G2 CONSULTING GROUP  
REPORT NO.: 161145 (DATED 10/9/17)
6. ESTIMATED CONCRETE VOLUME = 39 CUBIC YARDS.
7. THE FOUNDATION HAS BEEN DESIGNED TO RESIST THE FOLLOWING FACTORED LOADS:  
MOMENT: 7333 FT\*KIPS  
SHEAR: 61 KIPS  
AXIAL: 84 KIPS
8. GEOTECHNICAL REPORT INDICATES GROUNDWATER MAY BE ENCOUNTERED AT 13'-0" BELOW GRADE.



**CAISSON FOUNDATION**

NOT TO SCALE



MICHAEL F. PLAHOVINSAK, P.E. #6201054790  
Solo Proprietor - Independent Engineer  
18301 S.R. 161, Plain City, OH 43064  
614-398-6250 / mike@mfpeg.com

<b>tnxTower</b>  <b>Michael F. Plahovinsak, P.E.</b> 18301 State Route 161 Plain City, OH 43064 Phone: 614-398-6250 FAX: mike@mfpeng.com	<b>Job</b> 150-ft Monopole - MFP #23517-237	<b>Page</b> 1 of 7
	<b>Project</b> Ypsilanti - Textile	<b>Date</b> 13:09:09 11/02/17
	<b>Client</b> TP-15832	<b>Designed by</b> Mike

### Tower Input Data

This tower is designed using the TIA-222-G standard.

The following design criteria apply:

Tower is located in Washtenaw County, Michigan.

Basic wind speed of 90 mph.

Structure Class II.

Exposure Category C.

Topographic Category 1.

Crest Height 0.00 ft.

Nominal ice thickness of 1.0000 in.

Ice thickness is considered to increase with height.

Ice density of 56 pcf.

A wind speed of 40 mph is used in combination with ice.

Temperature drop of 50 °F.

Deflections calculated using a wind speed of 60 mph.

ANSI/TIA-222-G wind speeds are Vasd winds. Refer to IBC Table 1609.3.1 for Vult wind speed conversions..

A non-linear (P-delta) analysis was used.

Pressures are calculated at each section.

Stress ratio used in pole design is 1.

Local bending stresses due to climbing loads, feedline supports, and appurtenance mounts are not considered.

### Tapered Pole Section Geometry

Section	Elevation ft	Section Length ft	Splice Length ft	Number of Sides	Top Diameter in	Bottom Diameter in	Wall Thickness in	Bend Radius in	Pole Grade
L1	150.00-97.25	52.75	5.75	18	31.0000	40.9300	0.2188	0.8750	A572-65 (65 ksi)
L2	97.25-61.00	42.00	6.50	18	39.4101	47.3200	0.3750	1.5000	A572-65 (65 ksi)
L3	61.00-33.50	34.00	7.25	18	45.3458	51.7500	0.4375	1.7500	A572-65 (65 ksi)
L4	33.50-1.00	39.75		18	49.5094	57.0000	0.5000	2.0000	A572-65 (65 ksi)

### Tapered Pole Properties

Section	Tip Dia. in	Area in <sup>2</sup>	I in <sup>4</sup>	r in	C in	I/C in <sup>3</sup>	J in <sup>4</sup>	I/Q in <sup>2</sup>	w in	w/l
L1	31.4782	21.3718	2558.2984	10.9273	15.7480	162.4523	5119.9630	10.6879	5.0710	23.182
	41.5614	28.2663	5918.8284	14.4525	20.7924	284.6625	11845.4449	14.1359	6.8187	31.171
L2	41.1177	46.4615	8944.1888	13.8575	20.0203	446.7555	17900.1467	23.2352	6.2762	16.736
	48.0500	55.8763	15557.6383	16.6655	24.0386	647.1951	31135.7478	27.9435	7.6683	20.449
L3	47.2886	62.3609	15889.2579	15.9425	23.0357	689.7670	31799.4234	31.1864	7.2109	16.482
	52.5483	71.2538	23702.3798	18.2159	26.2890	901.6083	47435.9479	35.6337	8.3380	19.058
L4	51.6605	77.7779	23602.2147	17.3983	25.1508	938.4288	47235.4858	38.8964	7.8337	15.667
	57.8793	89.6655	36162.6061	20.0575	28.9560	1248.8813	72372.7958	44.8413	9.1520	18.304

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### Feed Line/Linear Appurtenances - Entered As Area

Description	Face or Leg	Allow Shield	Component Type	Placement ft	Total Number	C <sub>AA</sub>		Weight
						ft <sup>2</sup> /ft	plf	
1 5/8"	C	No	Inside Pole	145.00 - 1.00	28	No Ice	0.00	0.92
						1/2" Ice	0.00	0.92
						1" Ice	0.00	0.92
1 5/8"	C	No	Inside Pole	135.00 - 1.00	28	No Ice	0.00	0.92
						1/2" Ice	0.00	0.92
						1" Ice	0.00	0.92
1 5/8"	C	No	Inside Pole	125.00 - 1.00	28	No Ice	0.00	0.92
						1/2" Ice	0.00	0.92
						1" Ice	0.00	0.92
1 5/8"	C	No	Inside Pole	115.00 - 1.00	28	No Ice	0.00	0.92
						1/2" Ice	0.00	0.92
						1" Ice	0.00	0.92
1 5/8"	C	No	Inside Pole	105.00 - 1.00	2	No Ice	0.00	0.92
						1/2" Ice	0.00	0.92
						1" Ice	0.00	0.92

### Discrete Tower Loads

Description	Face or Leg	Offset Type	Offsets:		Azimuth Adjustment	Placement ft	C <sub>AA</sub>		Weight K
			Horz Lateral ft	Vert ft			Front ft <sup>2</sup>	Side ft <sup>2</sup>	
(4) Andrew R2V4PX310R w/ mount pipe	A	From Face	3.00	0.0000	145.00	No Ice	24.01	11.75	0.17
						1/2" Ice	24.81	13.19	0.31
						1" Ice	25.62	14.48	0.47
(4) Andrew R2V4PX310R w/ mount pipe	B	From Face	3.00	0.0000	145.00	No Ice	24.01	11.75	0.17
						1/2" Ice	24.81	13.19	0.31
						1" Ice	25.62	14.48	0.47
(4) Andrew R2V4PX310R w/ mount pipe	C	From Face	3.00	0.0000	145.00	No Ice	24.01	11.75	0.17
						1/2" Ice	24.81	13.19	0.31
						1" Ice	25.62	14.48	0.47
(8) Lucent RRH2x60-HW-G	A	From Face	2.00	0.0000	145.00	No Ice	3.50	1.82	0.08
						1/2" Ice	3.89	2.17	0.10
						1" Ice	4.60	2.36	0.12
(8) Lucent RRH2x60-HW-G	B	From Face	2.00	0.0000	145.00	No Ice	3.50	1.82	0.08
						1/2" Ice	3.89	2.17	0.10
						1" Ice	4.60	2.36	0.12
(8) Lucent RRH2x60-HW-G	C	From Face	2.00	0.0000	145.00	No Ice	3.50	1.82	0.08
						1/2" Ice	3.89	2.17	0.10
						1" Ice	4.60	2.36	0.12
(4) Raycap DC6-60-18-8F	A	From Face	2.00	0.0000	145.00	No Ice	2.22	1.37	0.02
						1/2" Ice	2.44	1.57	0.04
						1" Ice	2.66	1.77	0.05
Cage Mount	C	None		0.0000	145.00	No Ice	44.00	44.00	4.30
						1/2" Ice	50.00	50.00	5.00
						1" Ice	56.00	56.00	5.70
** (4) Andrew R2V4PX310R w/ mount pipe	A	From Face	3.00	0.0000	135.00	No Ice	24.01	11.75	0.17
						1/2" Ice	24.81	13.19	0.31
						1" Ice	25.62	14.48	0.47
(4) Andrew R2V4PX310R w/ mount pipe	B	From Face	3.00	0.0000	135.00	No Ice	24.01	11.75	0.17
						1/2" Ice	24.81	13.19	0.31
						1" Ice	25.62	14.48	0.47

<b>tnxTower</b>  <b>Michael F. Plahovinsak, P.E.</b> 18301 State Route 161 Plain City, OH 43064 Phone: 614-398-6250 FAX: mike@mfpeng.com	Job	150-ft Monopole - MFP #23517-237	Page	3 of 7
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Description	Face or Leg	Offset Type	Offsets: Horiz Lateral Vert ft ft ft	Azimuth Adjustment	Placement ft	CAAA Front ft <sup>2</sup>	CAAA Side ft <sup>2</sup>	Weight K	
(4) Andrew R2V4PX310R w/ mount pipe	C	From Face	3.00 0.00 0.00	0.0000	135.00	No Ice 24.01 1/2" Ice 24.81 1" Ice 25.62	11.75 13.19 14.48	0.17 0.31 0.47	
(8) Lucent RRH2x60-HW-G	A	From Face	2.00 0.00 0.00	0.0000	135.00	No Ice 3.50 1/2" Ice 3.89 1" Ice 4.60	1.82 2.17 2.36	0.08 0.10 0.12	
(8) Lucent RRH2x60-HW-G	B	From Face	2.00 0.00 0.00	0.0000	135.00	No Ice 3.50 1/2" Ice 3.89 1" Ice 4.60	1.82 2.17 2.36	0.08 0.10 0.12	
(8) Lucent RRH2x60-HW-G	C	From Face	2.00 0.00 0.00	0.0000	135.00	No Ice 3.50 1/2" Ice 3.89 1" Ice 4.60	1.82 2.17 2.36	0.08 0.10 0.12	
(4) Raycap DC6-60-18-8F	A	From Face	2.00 0.00 0.00	0.0000	135.00	No Ice 2.22 1/2" Ice 2.44 1" Ice 2.66	1.37 1.57 1.77	0.02 0.04 0.05	
12' Platform w/ Handrail	C	None		0.0000	135.00	No Ice 30.00 1/2" Ice 35.00 1" Ice 40.00	30.00 35.00 40.00	1.80 2.60 3.40	
**									
(4) Andrew R2V4PX310R w/ mount pipe	A	From Face	3.00 0.00 0.00	0.0000	125.00	No Ice 24.01 1/2" Ice 24.81 1" Ice 25.62	11.75 13.19 14.48	0.17 0.31 0.47	
(4) Andrew R2V4PX310R w/ mount pipe	B	From Face	3.00 0.00 0.00	0.0000	125.00	No Ice 24.01 1/2" Ice 24.81 1" Ice 25.62	11.75 13.19 14.48	0.17 0.31 0.47	
(4) Andrew R2V4PX310R w/ mount pipe	C	From Face	3.00 0.00 0.00	0.0000	125.00	No Ice 24.01 1/2" Ice 24.81 1" Ice 25.62	11.75 13.19 14.48	0.17 0.31 0.47	
(8) Lucent RRH2x60-HW-G	A	From Face	2.00 0.00 0.00	0.0000	125.00	No Ice 3.50 1/2" Ice 3.89 1" Ice 4.60	1.82 2.17 2.36	0.08 0.10 0.12	
(8) Lucent RRH2x60-HW-G	B	From Face	2.00 0.00 0.00	0.0000	125.00	No Ice 3.50 1/2" Ice 3.89 1" Ice 4.60	1.82 2.17 2.36	0.08 0.10 0.12	
(8) Lucent RRH2x60-HW-G	C	From Face	2.00 0.00 0.00	0.0000	125.00	No Ice 3.50 1/2" Ice 3.89 1" Ice 4.60	1.82 2.17 2.36	0.08 0.10 0.12	
(4) Raycap DC6-60-18-8F	A	From Face	2.00 0.00 0.00	0.0000	125.00	No Ice 2.22 1/2" Ice 2.44 1" Ice 2.66	1.37 1.57 1.77	0.02 0.04 0.05	
12' Platform w/ Handrail	C	None		0.0000	125.00	No Ice 30.00 1/2" Ice 35.00 1" Ice 40.00	30.00 35.00 40.00	1.80 2.60 3.40	
**									
(4) Andrew R2V4PX310R w/ mount pipe	A	From Face	3.00 0.00 0.00	0.0000	115.00	No Ice 24.01 1/2" Ice 24.81 1" Ice 25.62	11.75 13.19 14.48	0.17 0.31 0.47	
(4) Andrew R2V4PX310R w/ mount pipe	B	From Face	3.00 0.00 0.00	0.0000	115.00	No Ice 24.01 1/2" Ice 24.81 1" Ice 25.62	11.75 13.19 14.48	0.17 0.31 0.47	
(4) Andrew R2V4PX310R w/ mount pipe	C	From Face	3.00 0.00 0.00	0.0000	115.00	No Ice 24.01 1/2" Ice 24.81 1" Ice 25.62	11.75 13.19 14.48	0.17 0.31 0.47	
(8) Lucent RRH2x60-HW-G	A	From Face	2.00 0.00 0.00	0.0000	115.00	No Ice 3.50 1/2" Ice 3.89 1" Ice 4.60	1.82 2.17 2.36	0.08 0.10 0.12	
(8) Lucent RRH2x60-HW-G	B	From Face	2.00 0.00 0.00	0.0000	115.00	No Ice 3.50 1/2" Ice 3.89 1" Ice 4.60	1.82 2.17 2.36	0.08 0.10 0.12	

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Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert	Azimuth Adjustment	Placement	CAA Front	CAA Side	Weight	
			ft ft ft	°	ft	ft <sup>2</sup>	ft <sup>2</sup>	K	
(8) Lucent RRH2x60-HW-G	C	From Face	0.00	0.0000	115.00	1/2" Ice	3.89	2.17	0.10
			0.00			1" Ice	4.60	2.36	0.12
			2.00			No Ice	3.50	1.82	0.08
			0.00			1/2" Ice	3.89	2.17	0.10
(4) Raycap DC6-60-18-8F	A	From Face	0.00	0.0000	115.00	1" Ice	4.60	2.36	0.12
			2.00			No Ice	2.22	1.37	0.02
			0.00			1/2" Ice	2.44	1.57	0.04
			0.00			1" Ice	2.66	1.77	0.05
12' Platform w/ Handrail	C	None	0.0000	115.00	No Ice	30.00	30.00	1.80	
					1/2" Ice	35.00	35.00	2.60	
					1" Ice	40.00	40.00	3.40	

\*\*

### Dishes

Description	Face or Leg	Dish Type	Offset Type	Offsets: Horz Lateral Vert	Azimuth Adjustment	3 dB Beam Width	Elevation	Outside Diameter	Aperture Area	Weight	
				ft ft ft	°	°	ft	ft	ft <sup>2</sup>	K	
4 ft standard	A	Paraboloid w/o Radome	From Face	1.00	0.0000		105.00	4.00	No Ice	12.57	0.10
				0.00					1/2" Ice	13.10	0.18
				0.00					1" Ice	13.62	0.25

### Load Combinations

Comb. No.	Description
1	Dead Only
2	1.2 Dead+1.6 Wind 0 deg - No Ice
3	0.9 Dead+1.6 Wind 0 deg - No Ice
4	1.2 Dead+1.6 Wind 90 deg - No Ice
5	0.9 Dead+1.6 Wind 90 deg - No Ice
6	1.2 Dead+1.6 Wind 180 deg - No Ice
7	0.9 Dead+1.6 Wind 180 deg - No Ice
8	1.2 Dead+1.0 Ice+1.0 Temp
9	1.2 Dead+1.0 Wind 0 deg+1.0 Ice+1.0 Temp
10	1.2 Dead+1.0 Wind 90 deg+1.0 Ice+1.0 Temp
11	1.2 Dead+1.0 Wind 180 deg+1.0 Ice+1.0 Temp
12	Dead+Wind 0 deg - Service
13	Dead+Wind 90 deg - Service
14	Dead+Wind 180 deg - Service

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### Maximum Member Forces

Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Axial K	Major Axis Moment kip-ft	Minor Axis Moment kip-ft
L1	150 - 97.25	Pole	Max Tension	6	0.00	-0.00	0.00
			Max. Compression	8	-110.77	7.72	4.46
			Max. Mx	4	-35.29	-1290.26	-7.06
			Max. My	2	-35.39	8.00	1284.07
			Max. Vy	4	48.10	-1290.26	-7.06
			Max. Vx	6	47.66	-7.41	-1282.96
			Max. Torque	2			3.46
			Max Tension	1	0.00	0.00	0.00
L2	97.25 - 61	Pole	Max. Compression	8	-127.93	8.38	4.84
			Max. Mx	4	-48.71	-3055.67	-31.89
			Max. My	6	-48.75	-42.58	-3032.66
			Max. Vy	4	51.21	-3055.67	-31.89
			Max. Vx	6	50.77	-42.58	-3032.66
			Max. Torque	2			3.46
			Max Tension	1	0.00	0.00	0.00
			Max. Compression	8	-144.26	8.49	4.90
L3	61 - 33.5	Pole	Max. Mx	4	-61.83	-4453.96	-50.49
			Max. My	6	-61.85	-68.94	-4419.17
			Max. Vy	4	53.14	-4453.96	-50.49
			Max. Vx	6	52.71	-68.94	-4419.17
			Max. Torque	2			3.45
			Max Tension	1	0.00	0.00	0.00
			Max. Compression	8	-171.00	8.45	4.88
			Max. Mx	4	-84.22	-6608.33	-77.53
L4	33.5 - 1	Pole	Max. My	6	x	-107.33	-6556.41
			Max. Vy	4	54.82	-6608.33	-77.53
			Max. Vx	6	54.40	-107.33	-6556.41
			Max. Torque	2			3.44

### Maximum Tower Deflections - Service Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
L1	150 - 97.25	28.097	13	1.5611	0.0026
L2	103 - 61	13.605	13	1.2428	0.0013
L3	67.5 - 33.5	5.811	13	0.8063	0.0006
L4	40.75 - 1	2.123	13	0.4748	0.0003

### Critical Deflections and Radius of Curvature - Service Wind

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
145.00	(4) Andrew R2V4PX310R w/ mount pipe	13	26.451	1.5355	0.0030	41779
135.00	(4) Andrew R2V4PX310R w/ mount pipe	13	23.187	1.4820	0.0027	13926
125.00	(4) Andrew R2V4PX310R w/ mount pipe	13	20.009	1.4217	0.0024	8355
115.00	(4) Andrew R2V4PX310R w/ mount pipe	13	16.975	1.3501	0.0021	5967

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Elevation	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
ft						
105.00	4 ft standard	13	14.142	1.2626	0.0018	4662

### Maximum Tower Deflections - Design Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
L1	150 - 97.25	114.079	4	6.3518	0.0094
L2	103 - 61	55.232	4	5.0522	0.0047
L3	67.5 - 33.5	23.589	4	3.2755	0.0023
L4	40.75 - 1	8.615	4	1.9277	0.0012

### Critical Deflections and Radius of Curvature - Design Wind

Elevation	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
ft						
145.00	(4) Andrew R2V4PX310R w/ mount pipe	4	107.394	6.2470	0.0121	10471
135.00	(4) Andrew R2V4PX310R w/ mount pipe	4	94.140	6.0280	0.0108	3488
125.00	(4) Andrew R2V4PX310R w/ mount pipe	4	81.237	5.7816	0.0095	2090
115.00	(4) Andrew R2V4PX310R w/ mount pipe	4	68.917	5.4893	0.0083	1490
105.00	4 ft standard	4	57.414	5.1328	0.0070	1162

### Pole Design Data

Section No.	Elevation ft	Size	L ft	$L_u$ ft	$Kl/r$	A in <sup>2</sup>	$P_u$ K	$\phi P_n$ K	Ratio $\frac{P_u}{\phi P_n}$
L1	150 - 97.25 (1)	TP40.93x31x0.2188	52.75	0.00	0.0	27.5148	-35.29	1628.50	0.022
L2	97.25 - 61 (2)	TP47.32x39.4101x0.375	42.00	0.00	0.0	54.4192	-48.71	3821.45	0.013
L3	61 - 33.5 (3)	TP51.75x45.3458x0.4375	34.00	0.00	0.0	69.3575	-61.83	4970.69	0.012
L4	33.5 - 1 (4)	TP57x49.5094x0.5	39.75	0.00	0.0	89.6655	-84.22	6445.57	0.013

### Pole Bending Design Data

Section No.	Elevation ft	Size	$M_{ux}$ kip-ft	$\phi M_{ux}$ kip-ft	Ratio $\frac{M_{ux}}{\phi M_{ux}}$	$M_{uy}$ kip-ft	$\phi M_{uy}$ kip-ft	Ratio $\frac{M_{uy}}{\phi M_{uy}}$
L1	150 - 97.25 (1)	TP40.93x31x0.2188	1290.28	1330.15	0.970	0.00	1330.15	0.000
L2	97.25 - 61 (2)	TP47.32x39.4101x0.375	3055.84	3591.59	0.851	0.00	3591.59	0.000
L3	61 - 33.5 (3)	TP51.75x45.3458x0.4375	4454.25	5100.71	0.873	0.00	5100.71	0.000
L4	33.5 - 1 (4)	TP57x49.5094x0.5	6608.78	7481.28	0.883	0.00	7481.28	0.000

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### Pole Shear Design Data

Section No.	Elevation ft	Size	Actual $V_u$ K	$\phi V_n$ K	Ratio $\frac{V_u}{\phi V_n}$	Actual $T_u$ kip-ft	$\phi T_n$ kip-ft	Ratio $\frac{T_u}{\phi T_n}$
L1	150 - 97.25 (1)	TP40.93x31x0.2188	48.11	814.25	0.059	1.43	2663.55	0.001
L2	97.25 - 61 (2)	TP47.32x39.4101x0.375	51.21	1910.72	0.027	1.29	7191.97	0.000
L3	61 - 33.5 (3)	TP51.75x45.3458x0.4375	53.14	2485.35	0.021	1.29	10213.92	0.000
L4	33.5 - 1 (4)	TP57x49.5094x0.5	54.82	3222.79	0.017	1.29	14980.83	0.000

### Pole Interaction Design Data

Section No.	Elevation ft	Ratio $P_u$	Ratio $M_{ux}$	Ratio $M_{uy}$	Ratio $V_u$	Ratio $T_u$	Comb. Stress Ratio	Allow. Stress Ratio	Criteria
		$\phi P_n$	$\phi M_{nx}$	$\phi M_{ny}$	$\phi V_n$	$\phi T_n$			
L1	150 - 97.25 (1)	0.022	0.970	0.000	0.059	0.001	0.995 ✓	1.000	4.8.2 ✓
L2	97.25 - 61 (2)	0.013	0.851	0.000	0.027	0.000	0.864 ✓	1.000	4.8.2 ✓
L3	61 - 33.5 (3)	0.012	0.873	0.000	0.021	0.000	0.886 ✓	1.000	4.8.2 ✓
L4	33.5 - 1 (4)	0.013	0.883	0.000	0.017	0.000	0.897 ✓	1.000	4.8.2 ✓

### Section Capacity Table

Section No.	Elevation ft	Component Type	Size	Critical Element	P K	$\phi P_{allow}$ K	% Capacity	Pass/Fail	
L1	150 - 97.25	Pole	TP40.93x31x0.2188	1	-35.29	1628.50	99.5	Pass	
L2	97.25 - 61	Pole	TP47.32x39.4101x0.375	2	-48.71	3821.45	86.4	Pass	
L3	61 - 33.5	Pole	TP51.75x45.3458x0.4375	3	-61.83	4970.69	88.6	Pass	
L4	33.5 - 1	Pole	TP57x49.5094x0.5	4	-84.22	6445.57	89.7	Pass	
							Summary		
							Pole (L1)	99.5	Pass
							RATING =	99.5	Pass

<b>Michael F. Plahovinsak, P.E.</b> 18301 State Route 161 W Plain City, OH 43064 Phone: 614-398-6250 email: mike@mfpeng.com	<b>Job</b> 150-ft monopole - MFP #23517-237	<b>Page</b> BP-G
	<b>Project</b> Ypsilanti - Textile	<b>Date</b> 11/2/2017
	<b>Client</b> TAPP TP-15832	<b>Designed by</b> Mike

## Anchor Rod and Base Plate Calculation

**ANSI/TIA-222-G-2**

<i>Factored Base Reactions:</i>		<i>Pole Shape:</i>	<i>Anchor Rods:</i>	<i>Base Plate:</i>
Moment:	6609 ft-kips	18-Sided	(22) 2.25 in. A615 GR. 75	2.75 in. x 70.5 in. Round
Shear:	55 kips	<i>Pole Dia. (D<sub>f</sub>):</i>	Anchor Rods Evenly Spaced	f <sub>y</sub> = 50 ksi
Axial:	84 kips	57.00 in	On a 64.5 in Bolt Circle	

*Anchor Rod Calculation According to TIA-222-G section 4.9.9*

$\phi =$	0.80	<small>TIA 4.9.9</small>
$I_{bolts} =$	11440.69	<small>in<sup>2</sup> Moment of Inertia</small>
$P_u =$	224	<small>kips Tension Force</small>
$V_u =$	3	<small>kips Shear Force</small>
$R_{nt} =$	325.00	<small>kips Nominal Tensile Strength</small>
$\eta =$	0.50	<small>for detail type (d)</small>

*The following Interaction Equation Shall Be Satisfied:*

$$\left( \frac{P_u + \frac{V_u}{\eta}}{\phi R_{nt}} \right) \leq 1.0$$

$$0.879 \leq 1$$

*Base Plate Calculation According to TIA-222-G*

$\phi =$	0.90	<small>TIA 4.7</small>
$M_{pL} =$	596.9	<small>in-kip Plate Moment</small>
$L =$	8.1	<small>in Section Length</small>
$Z =$	15.4	<small>Plastic Section Modulus</small>
$M_p =$	769.4	<small>in-kip Plastic Moment</small>
$\phi M_n =$	692.5	<small>in-kip Factored Resistance</small>

*Calculated Moment vs Factored Resistance*

$$596.87 \text{ in-kip} \leq 692 \text{ in-kip}$$

<b>Anchor Rods Are Adequate</b>	<b>87.9%</b>	<input checked="" type="checkbox"/>
<b>Base Plate is Adequate</b>	<b>86.2%</b>	<input checked="" type="checkbox"/>

<b>Michael F. Plahovinsak, P.E.</b> 18301 State Route 161 W Plain City, OH 43064 Phone: 614-398-6250 email: mike@mfpeng.com	Job	150-ft monopole - MFP #23517-237	Page	FND
	Project	Ypsilanti - Textile	Date	11/2/2017
	Client	TAPP TP-15832	Designed by	Mike

## Caisson Calculation

According to ANSI/TIA-222-G-2

- Foundation overturning resistance calculated with PLS Caisson, for Brom's method for rigid piles. Soil layers modeled after recommendations from the geotechnical report.
- Cohesion strength for the upper 22.5 ft has been reduced by 50%
- In lieu of a soil resistance factor  $f_s = 0.75$  (TIA-9.4.1) an additional safety factor against soil failure of 1.33 has been applied.
- Foundation is designed with a minimum safety factor resisting overturning of 2.0
- Foundation has been designed with factored loads per TIA-222-G.
- Design water table = 13 ft below grade.

\*\*\* PIER PROPERTIES      CONCRETE STRENGTH (ksi) = 4.00      STEEL STRENGTH (ksi) = 60.00  
 DIAMETER (ft) = 7.500      DISTANCE FROM TOP OF PIER TO GROUND LEVEL (ft) = 0.50

*** SOIL PROPERTIES	LAYER	TYPE	THICKNESS (ft)	DEPTH AT TOP OF LAYER (ft)	DENSITY (pcf)	CU (psf)	KP	DHI (degrees)
	1	S	4.00	0.00	100.0		1.000	-0.00
	2	S	2.00	4.00	110.0		2.882	29.00
	3	C	7.00	6.00	135.0	2250.0		
	4	S	4.00	13.00	47.6		3.124	31.00
	5	S	20.00	17.00	47.6		3.255	32.00

\*\*\* DESIGN (FACTORED) LOADS AT TOP OF PIER    MOMENT (ft-k) = 7333.0    VERTICAL (k) = 84.0    SHEAR (k) = 61.0  
 ADDITIONAL SAFETY FACTOR AGAINST SOIL FAILURE = 1.33

\*\*\* CALCULATED PIER LENGTH (ft) = 24.000

\*\*\* CHECK OF SOILS PROPERTIES AND ULTIMATE RESISTING FORCES ALONG PIER

TYPE	TOP OF LAYER BELOW TOP OF PIER (ft)	THICKNESS (ft)	DENSITY (pcf)	CU (psf)	KP	FORCE (k)	ARM (ft)
S	0.50	4.00	100.0		1.000	18.00	3.17
S	4.50	2.00	110.0		2.882	66.14	5.57
C	6.50	7.00	135.0	2250.0		945.00	10.00
S	13.50	1.89	47.6		3.124	214.32	14.46
S	15.39	2.11	47.6		3.124	-252.46	16.46
S	17.50	6.50	47.6		3.255	-909.29	20.84

\*\*\* SHEAR AND MOMENTS ALONG PIER

DISTANCE BELOW TOP OF PIER (ft)	WITH THE ADDITIONAL SAFETY FACTOR		WITHOUT ADDITIONAL SAFETY FACTOR	
	SHEAR (k)	MOMENT (ft-k)	SHEAR (k)	MOMENT (ft-k)
0.00	81.7	10128.7	61.3	7596.6
2.40	77.6	10322.3	58.2	7741.7
4.80	55.6	10490.3	41.7	7867.8
7.20	-96.9	10503.7	-72.7	7877.8
9.60	-420.9	9882.2	-315.7	7411.7
12.00	-744.9	8483.2	-558.7	6362.4
14.40	-1047.8	6316.2	-785.8	4737.2
16.80	-994.8	3701.5	-746.1	2776.1
19.20	-685.7	1677.8	-514.3	1258.4
21.60	-352.9	427.5	-264.7	320.6
24.00	-0.0	-0.0	-0.0	-0.0

\*\*\* TOTAL REINFORCEMENT PCT = 0.78    REINFORCEMENT AREA (in<sup>2</sup>) = 49.62  
 \*\*\* USABLE AXIAL CAP. (k) = 84.0    USABLE MOMENT CAP. (ft-k) = 8027.2

**For Design:**

7.5-ft Diameter caisson x 24-ft long (23.5-ft Embedded with 0.5-ft above grade)  
 Concrete strength = 4000 PSI @ 28 days. Estimated Concrete Volume = 39 CY3.  
 (40) #10 Vertical Rebar. Steel Cross-Section = 50.8 in<sup>2</sup>

# EXHIBIT F

# Michael F. Plahovinsak, P.E.

18301 State Route 161, Plain City, Ohio 43064  
(614) 398-6250 · mike@mfpeng.com

November 2, 2017

Parallel Infrastructure

Re: Proposed 150-ft Monopole  
Located in Washtenaw Co., MI; Ypsilanti - Textile  
MFP #23517-237 / TAPP #TP-15832

I understand that there may be some concern on the part of local building officials regarding the potential for failure of the proposed communication monopole. Communication structures are designed in accordance with the Telecommunications Industry Association ANSI/TIA-222-G, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures". This structure is to be fabricated by TransAmerican Power Products.

I have designed this monopole to withstand a 3-second gust wind speed of 90 mph ( $V_{asd}$ ) as recommended by ANSI/TIA-222-G for Washtenaw County. *The design also conforms to the requirements of the 2006-2015 International Building Code for an equivalent ultimate wind speed of 116 mph ( $V_{ult}$ ).*

This monopole has been intentionally designed to accommodate a theoretical fall radius. The upper 47' of the pole has been designed to meet the wind loads of the design, however, the lower portion of the pole has been designed with a minimum 10% extra capacity. Assuming the pole has been fabricated according to my design and well maintained, in the event of a failure due to extreme wind and a comparable appurtenance antenna load (winds in excess of the design wind load), it would yield/buckle at the 103' elevation. The yielded section would result in a maximum 47' fall radius, but would most likely remain connected and hang from the standing section.

The structure has been designed with all of the applicable factors as required by the code. A properly designed, constructed and maintained pole has never collapsed; monopoles are safe structures with a long history of reliable operation.

I hope this review of the monopole design has given you a greater degree of comfort regarding the design capacity inherent in pole structures. If you have any additional questions please call me at 614-398-6250 or email [mike@mfpeng.com](mailto:mike@mfpeng.com).

Sincerely,

Michael F. Plahovinsak, P.E.



Michael F. Plahovinsak, P.E.  
Sole Proprietor - Independent Engineer  
P.E. Licensed in 48 Jurisdictions



# EXHIBIT G

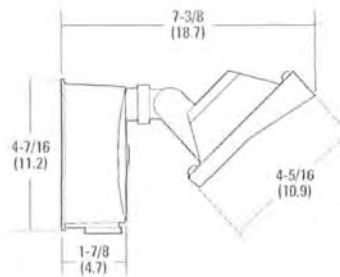


# EXHIBIT H



# OLFL

LED FLOODLIGHT

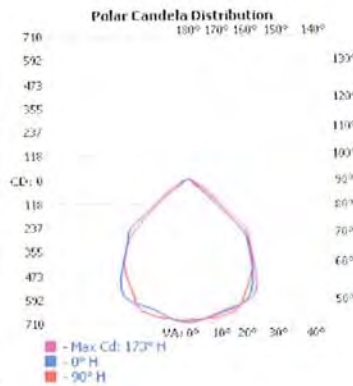
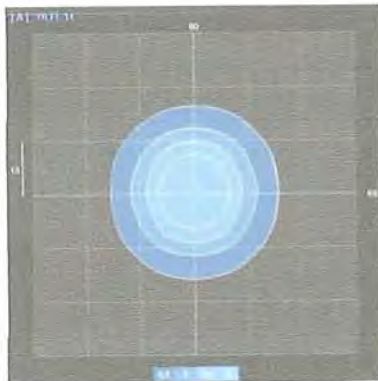


## OLFL LED Floodlight

### PHOTOMETRIC DIAGRAMS

To see complete photometric reports or download .ics files for this product, visit the OLFL home page on [www.Lithonia.com](http://www.Lithonia.com). Tested in accordance with IESNA LM-79 and LM-80 standards. Actual wattage may differ by +/- 8% when operating between 120V +/- 10%.

#### OLFL 14



**LED lighting facts**  
EMERSON ELECTRIC CO.

Light Output (Lumens)	1351
Watts	18
Lumens per Watt (Efficacy)	74
Color Accuracy	72

Light Color  
Correlated Color Temperature (CCT): 3978 (Bright White)

Warm White    Bright White    Daylight

2700K    3000K    3500K    4000K

Visit [www.lightingfacts.com](http://www.lightingfacts.com) for the Label Reference Guide.



**Carlisle | Wortman**  
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Date: April 13, 2017  
October 5, 2017  
January 12, 2018

**Special Conditional Use Review  
6400 Textile Rd. Cell Tower  
For  
Ypsilanti Charter Township, Michigan**

GENERAL INFORMATION

<b>Applicant:</b>	Fred Low - Charlie Tower Consultants for PI Tower Development
<b>Project Name:</b>	6400 Textile Road Cell Tower
<b>Plan Date:</b>	December 8, 2017
<b>Location:</b>	6400 Textile Rd.
<b>Zoning:</b>	R-1, One-Family Residential
<b>Action Requested:</b>	Special Conditional Use Permit Approval

PROJECT AND SITE DESCRIPTION

An application has been submitted for the construction of a new 150-foot wireless communication tower (monopole) located within a 10,000-square foot leased area of property. Pineview Church is leasing the parcel to the applicant. The site is zoned R-1, One-Family Residential, and is site is improved with residential structure owned by Pineview Church.

In October 2017, the applicant combined portions of two Pineview Church owned parcels. The newly created parcel, K-11-29-200-028, is 20-acres in size.

Per Section 2107 such towers may be located in residential zoning districts only on parcels of land over 20 acres in area occupied by an institutional or a public recreational use. All new wireless communication towers are subject to Planning Commission recommendation to the Township Board for approval, approval with conditions or denial. The Planning Commission will hold a public hearing on the matter.

6400 Textile Rd.  
January 12, 2018

**Location of Subject Property:**



**Surrounding Property Details:**

Direction	Zoning	Use
North	R-2, One-Family Residential	Residential
South	R-1, One-Family Residential	Residential/Agricultural
East	R-2, One-Family Residential	Religious Institution
West	R-1, One-Family Residential	Residential

**Size of Site:**

The newly created parcel, K-11-29-200-028, is 20-acres in size.

**Current Use of Site:**

The subject parcel is predominately vacant; there is a residential structure located in the southwest corner of the property which is owned by the Pineview Church.

**Proposed Use of Site:**

Ten thousand (10,000) square feet of the property will be leased for the installation of wireless communication tower and required ground structures.

***Items to be Addressed: None***

**SITE ARRANGEMENT**

The pole and 10,000 sq/ft equipment area is located behind the church outlot building. The pole and equipment area will be accessed from a 12-foot wide gravel drive off of Textile Road. The applicant will install one ground mounted equipment cabinet with room for three (3) others if the pole is used for co-location.

The applicant has moved the tower and yard further back from the church and Textile road to be more inconspicuous from both the church and Textile Road. Moving the pole location has allowed for a fall zone that is outside of the church building and outlot building.

***Items to be Addressed: None***

**WIRELESS COMMUNICATION REQUIREMENTS**

As set forth in Section 2107 of the Zoning Ordinance, the following shall apply to all wireless communication towers, and to antennas located on such towers:

- a) ***Permitted locations by district:*** Wireless communication towers shall be permitted in residential zoning districts only on parcels of land over 20 acres in area occupied by an institutional or a public recreational use.

*The newly created parcel, K-11-29-200-028, is 20-acres in size.*

- b) ***Height:*** Towers shall not exceed 150 feet in height as measured from grade-level to the highest point of the tower.

*The height of the tower is 150 feet but includes 4-foot tall lighting rod. The applicant shall reduce the tower to no more than 150-feet in height including all equipment including lighting rod.*

- c) ***Lot boundaries:*** Towers shall be set back from all zoning lot boundaries not less than 100 percent of the height of the tower or antenna. Anchoring cables and associated accessory structures shall satisfy minimum zoning district setback requirements with a minimum setback of 20 feet.

*The tower is over 150 feet from every property line:*

	Setback
North	150-feet
East	360-feet
South	605-feet
West	651-feet

- d) Residential dwellings: Towers shall be set back a minimum of 300 feet from the boundary of a parcel with an existing dwelling, except where separated by an interstate highway or otherwise provided for herein.**

*The tower is over 300 feet from the boundary of a parcel with an existing dwelling:*

	Setback
North	150-feet- Not Residential
East	360-feet – Residential
South	605-feet – Residential
West	651-feet – Residential

Criteria for approval of new towers and antennas: The following criteria for approval shall be found to exist for all tower or antenna installations:

- a) Operating requirements: The petitioner shall demonstrate that operating requirements necessitate locating within the township and the general area and shall provide evidence that existing towers, structures or alternative technologies cannot accommodate these requirements.**

The applicant notes new cell tower locations are based on a number of factors including existing coverage, local population density, traffic patterns, and topography. The applicant has provided propagation maps (exhibit C). Map 4 shows the improvement in coverage if the proposed tower becomes active. This tower will serve an area of approximately 3 to 4 miles in radius. The applicant notes that there were two (2) other towers in the area but both were too great a distance to service the required area. The applicant has noted that they will actively seek co-location for other tenants.

- b) Engineering requirements: The petitioner shall demonstrate that existing towers or structures are not of sufficient height or structural strength to meet engineering requirements, or are not located in a geographic area that meets these requirements.**

The applicant has provided a structural report and letter from Michael Plahovinsak, a State of Michigan licensed engineer. Mr. Plahovinsak notes that he has designed the pole to withstand a 3-second gust wind speed of 90 mph as recommend by the ANSI/TIA-222-G for Washtenaw County. Mr. Plahovinsak notes that the design conforms to the requirements of the 2006-2015 International Building Code for an equvalate ultimate wind speed of 116 mph.

- c) Impact on adjacent residences: Nearby residential districts and uses will not be negatively influenced by the location of the tower or antenna.**

The tower will be visible from adjacent and nearby residential properties; however the applicant has moved the building further back from the church and Textile road to be more inconspicuous from both the church and Textile Road. The tower is over 600 feet from Textile, and over 650 feet from the nearest residential structure.

- d) *Site characteristics: Topography, vegetation, surrounding land uses, zoning, adjacent existing structures and other inherent site characteristics are compatible with the installation of towers or antennas on the site.***

The applicant has moved the tower and yard further back from the church and Textile road to be more inconspicuous from both the church and Textile Road. Moving the pole location has allowed for a fall zone that is outside of the church building and outlot building.

- e) *Site design: Tower design, lighting, color, construction materials, landscaping, screening and other design elements are in compliance with township ordinances and established land use policies. Wireless communication towers and associated ground equipment shelter areas shall be designed, constructed and maintained in a manner that accommodates the co-location of multiple antennas on a single tower.***

The applicant notes that the tower and facility is designed, constructed and maintained to allow for co-location.

- f) *Security: Wireless communication towers and associated ground equipment shelter areas shall be secured against unauthorized entry and shall be completely enclosed by an ornamental or industrial fence of not less than six feet in height.***

The applicant proposes to enclose the tower yard with an 8-foot tall, dark green vinyl coated, chain link fence with 3 strands of barbed wire. The applicant proposes to screen the fence with 30 eight-foot tall spruce evergreens.

***Items to be Addressed:*** Reduce the tower to no more than 150-feet in height including all equipment including lighting rod.

## MASTER PLAN

Per the 2014 future land use map, the use for the subject parcel is designated as SFR-1 Single Family Residential 1.3 dwellings/acre.

***Items to be Addressed:*** None

## NATURAL RESOURCES & UTILITIES

**Topography:** The proposed location of the wireless communications tower is relatively flat; most the overall site is similar, however, the topography in the southeast corner has a gradual decline that continues to the neighboring properties.

**Woodlands:** The site is mostly devoid of natural vegetation, in the southeast corner there is a mix of deciduous and evergreen trees.

**Wetlands:** There are no apparent wetlands located on the subject parcel.

**Soils:** Per information provided by the USDA Web Soil Survey, the area proposed for the wireless communication tower OsB, Oshtemo loamy sand with “not limited” soils offering features that are very favorable. More in-depth soils testing will be conducted prior to development.

**Items to be Addressed:** None.

### FENCING, LANDSCAPING, AND LIGHTING

The applicant proposes to enclose the tower yard in an 8-foot tall, dark green vinyl coated, chain link fence with 3 strands of barbed wire. The applicant proposes to screen the fence with 30 eight-foot tall spruce evergreens. The use of barbed wire is prohibited in the Township, however the Planning Commission may approve the use of barbed wire as part of an approved site plan for the purpose of ensuring public safety.

The applicant has included an information sheet for a LED floodlight. They note that lighting is limited to “work lights at grade on timed control switches to be used during maintenance activity within the compound.” It’s not clear how many or the proposed locations of the lighting.

**Items to be Addressed:** 1). Planning Commission to consider the allowance of barbed wire; and 2). Provide additional lighting details.

### POLE DESIGN

The design and appearance of the support structure shall be reviewed and approved so as to minimize distraction, reduce visibility, maximize aesthetic appearance, and ensure compatibility with surrounding area. The applicant proposes a generic grey-color monopole design.

Based on testimony at the public hearing, the Planning Commission should consider if the applicant should add additional design treatments to minimize distraction, reduce visibility, maximize aesthetic appearance, and ensure compatibility with surrounding area.

**Items to be Addressed:** Applicant should consider additional design treatments based on any comments heard at the public hearing.

### SPECIAL CONDITIONAL LAND USE REVIEW STANDARDS

The Planning Commission shall review the particular circumstances and facts of each proposed use in terms of the following standards and required findings, and with respect to any additional standards set forth in the ordinance. The Planning Commission shall find and report adequate data, information, and evidence showing that the proposed use meets all required standards and:

- a. Will be harmonious, and in accordance with the objectives, intent, and purpose of this ordinance.
- b. Will be compatible with a natural environment and existing and future land uses in the vicinity.
- c. Will be compatible with the township master plans.

- d. Will be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage ways and structures, refuse disposal, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately for such services.
- e. Will not be detrimental, hazardous, or disturbing to existing or future neighboring uses, persons, property, or the public welfare.
- f. Will not create additional requirements at public costs for public facilities and services that will be detrimental to the economic welfare of the community.

The Planning Commission should consider the aforementioned standards based upon discussion at the meeting and any public comments.

### ADDITIONAL REQUIREMENTS

If the Special Conditional Use is granted by the Township Board based upon a recommendation from the Planning Commission the applicant shall work with the Township Staff and Attorney to provide the following prior to any permits being issued:

1. Permission to locate: The petitioner shall submit copies of a signed lease or other proof, satisfactory to the township attorney, of permission to locate a tower or antenna on the site.
2. Insurance certificate: The petitioner shall submit a valid certificate of insurance, to be renewed annually, listing the Charter Township of Ypsilanti as the certificate holder and naming the Charter Township of Ypsilanti, its past, present and future elected officials, representatives, employees, boards, commissions and agents as additional named insured.
3. Removal agreement: The petitioner shall submit a signed removal agreement and a security bond or letter of credit, satisfactory to the township attorney, for the removal of towers or antennas as applicable.
4. Tax-related information: The petitioner shall supply to the assessor all tax-related information as requested by the assessor's office for assessment purposes.
5. Engineering certification: Signed certification by a professional engineer, licensed by the State of Michigan, specifying the manner in which the tower or antenna structure will fall in the event of accident, damage or failure and verifying that the setback area provided would accommodate the structure and provide a reasonable buffer from adjacent parcels.
6. Backhaul network information: The petitioner shall identify the entities providing the backhaul network for the towers or antennas described in the application and other sites owned or operated by the applicant in the township.

### SUMMARY

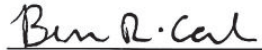
The Planning Commission is asked to hold a public hearing and consider public comments. The Planning Commission discussion should include:

1. The compatibility of the tower with adjacent uses
2. Consideration if the applicant should add additional design treatments to minimize distraction, reduce visibility, maximize aesthetic appearance, and ensure compatibility with surrounding area.
3. The use of barbed wire
4. Additional lighting details provided by the applicant

6400 Textile Rd.  
January 12, 2018

The Planning Commission has the authority to postpone action for additional information, recommend approval, recommend approval with conditions or recommend denial of the application for a special land use. The Planning Commission may impose any conditions it deems necessary to achieve the objective and standards of this ordinance and identify said conditions in a motion.

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**CARLISLE/WORTMAN ASSOC., INC.**  
**Benjamin R. Carlisle, AICP, LEED AP**  
**Principal**



January 10, 2018

Ms. Charlotte Wilson  
Township Planner  
Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

RE: 6400 Textile Road Cell Tower  
Site Plan Review #1

Dear Ms. Wilson:

We have completed the first preliminary site plan review of the plans dated November 15, 2016 for the proposed Verizon Wireless Cell Tower located at 6400 Textile Road. The plans were prepared by Parallel Infrastructure, were received by OHM Advisors on December 22, 2017, and were reviewed with respect to the Ypsilanti Township Engineering Standards and Design Specifications. At this time, the plans are recommended for site plan approval for the Planning Commission's consideration.

The following comments outlined in the Preliminary Site Plan Comments (Section B) are for the Planning Commission's consideration. A brief description of the project has been provided below (Section A) followed by our comments (Sections B), and a list of anticipated required permits and approvals (Section C).

**A. PROJECT AND SITE DESCRIPTION**

The applicant is proposing a 150-foot high monopole with triangular antenna platform to improve the network for Verizon Wireless in this area. The applicant is also proposing a 1,000-gallon propane tank and fencing as well as improving the existing gravel road. Access and easement agreements have been obtained.

**B. PRELIMINARY SITE PLAN COMMENTS:**

**General**

1. A truck turnaround shall be provided for vehicles accessing the site.
2. A maintenance schedule/agreement for both existing and proposed portions of the gravel drive shall be included in the packet. In addition, the schedule shall include the minimum condition that the gravel drive must be kept for emergency vehicles to access the site.
3. The plans shall be reviewed and approved by the Ypsilanti Township Fire Department for site circulation as a 1,000-gallon propane tank is being proposed on-site.

**C. REQUIRED PERMITS/APPROVALS**

The following is a listing of the permits and other outside agency reviews that are anticipated to be required for the construction of this project. Copies of all permits and outside agency reviews and/or waiver letters shall be sent to the Ypsilanti Township Office of Community Standards Department, and Orchard, Hiltz, and McCliment (Email: [jessica.howard@ohm-advisors.com](mailto:jessica.howard@ohm-advisors.com)).



- ▶ Washtenaw County Road Commission may be required to review and permit all proposed work within the Textile Road Right-of-Way.
- ▶ A Soil Erosion and Sedimentation Control permit shall be secured from the Ypsilanti Township Office of Community Standards.
- ▶ The Ypsilanti Township Fire Department shall review the plans with regards to the circulation and all fire protection aspects.
- ▶ The Township's Planner will inspect the landscaping for this site.
- ▶ If dewatering should be needed, the contractor/applicant shall be responsible for obtaining necessary approvals from the Township and the Township Engineer, permission from all impacted adjacent properties and/or permits from MDOT, WCWRC's Office, or the WCRC.
- ▶ Record plans shall be provided to the Township Engineer following the completion of construction of all project phases.

Should you have any questions regarding this matter, please contact me at (734) 522-6711.

Sincerely,  
OHM Advisors

Matthew D. Parks, P.E.

JLH/jlh

cc: Mike Radzik, Charter Township of Ypsilanti  
Brenda Stumbo, Charter Township of Ypsilanti  
Karen Lovejoy-Rue, Charter Township of Ypsilanti  
Larry Doe, Charter Township of Ypsilanti  
Lisa Garnett, Charter Township of Ypsilanti  
Gary Streight, PE, WCRC  
Scott Fisher, P.E., Midwestern Consulting, 3815 Plaza Drive, Ann Arbor, MI 481058  
Owner Parallel Infrastructure, 7411 Fullteron St. Ste. 110, Jacksonville, FL 32256  
File

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**McKean Truck Well and 6400 Textile**

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**From :** Scott Westover <SWestover@ycua.org>  
**Subject :** McKean Truck Well and 6400 Textile  
**To :** Charlotte Wilson (cwilson@ytown.org) <cwilson@ytown.org>

Fri, Dec 22, 2017 10:45 AM

Aside from the comments provided on the McKean project prior to their preapplication meeting, YCUA has no concerns with either project.

**SCOTT WESTOVER** | Engineering Manager  
Telephone: (734) 484-4600 ext. 220 | Facsimile: (734) 484-4699  
[swestover@ycua.org](mailto:swestover@ycua.org)

**Ypsilanti Community Utilities Authority**  
**2777 State Road | Ypsilanti, Michigan USA 48198-9112**  
[www.ycua.org](http://www.ycua.org)

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**EVAN N. PRATT, P.E.**

WATER RESOURCES COMMISSIONER  
705 North Zeeb Road  
P.O. Box 8645  
Ann Arbor, MI 48107-8645

email: [drains@ewashtenaw.org](mailto:drains@ewashtenaw.org)  
<http://drain.ewashtenaw.org>

HARRY SHEEHAN  
Chief Deputy Water Resources Commissioner

SCOTT A. MILLER, P.E.  
Deputy Water Resources Commissioner

Telephone 734.222.6860  
Fax 734.222.6803

February 21, 2018

Mr. Scott Fisher, PE  
Midwestern Consulting  
3815 Plaza Drive  
Ann Arbor, MI 48108

RE: 6400 Textile Road wireless  
telecommunications, Ypsilanti Township,  
WCWRC project no. 3682

Dear Mr. Fisher:

This office has reviewed the site plans for the above referenced project to be located in Ypsilanti Township. These plans have a job number of 15074-1099, a date of February 6, 2018, and were received on February 7, 2018. As a result of our review, we would like to offer the following comments:

1. A maintenance plan, budget, and responsible party should be created for the infiltration system and submitted to our office for review.
2. The engineer's certificate of outlet, accompanied by corresponding calculations and documentation, should be submitted to our office for review.
3. There should be a water quality inlet or catch basin with sump for all surface inlets into the infiltration trench.
4. A minimum of 12" of soil or 6" of gravel (or riverstone covert) is required over the infiltration trench.
5. Current review fees total \$553.75, with no outstanding balance. Please remit these fees upon receipt of the accompanying invoice.

If you have any questions, please contact our office.

Sincerely,

A handwritten signature in purple ink that reads 'Scott Miller'.

Scott Miller, P.E.  
Deputy Water Resources Commissioner  
(approval\p1 cellula4r tower rev1)

COMMISSIONERS  
DOUGLAS E. FULLER  
CHAIR

BARBARA RYAN FULLER  
VICE CHAIR

WILLIAM McFARLANE  
MEMBER

**Washtenaw County**  
**BOARD OF COUNTY ROAD COMMISSIONERS**  
**555 NORTH ZEEB ROAD**  
**ANN ARBOR, MICHIGAN 48103**  
WWW.WCROADS.ORG

ROY D. TOWNSEND, P.E.  
MANAGING DIRECTOR  
SHERYL SODERHOLM SIDDALL, P.E.  
COUNTY HIGHWAY ENGINEER  
JAMES D. HARMON, P.E.  
DIRECTOR OF OPERATIONS  
TELEPHONE (734) 761-1500  
FAX (734) 761-3737

February 2, 2018

**Midwestern Consulting**  
3815 Plaza Drive  
Ann Arbor, MI 48108

**Attention: Scott Fisher, P.E.**

**Regarding: WCRC Permit Application #14472 – PI Tower  
Ypsilanti Township**

Dear Mr. Fisher:

This letter is provided in response to the applicant's site plan submittal for the above referenced project. The site plan has been reviewed and meets the technical approval of the WCRC. Prior to the issuance of a permit the following items must be completed in accordance with the WCRC Procedures & Regulations for Permit Activities (PRPA):

- The sight distance must be cleared to meet the current commercial driveway requirements. Once the sight distance has been cleared, please call for inspection.
- An inspection deposit in the amount of \$500 must be submitted, and surety in the amount of \$2,000 must be provided in the form of a letter of credit or certified check.
- Provide contact information for the contractor along with a certificate of insurance.

Once the above items have been addressed a permit may be issued. No work within the ROW shall occur until a permit has been issued. If you have any questions, please do not hesitate to contact me at (734) 327.6692.

Sincerely,



Gary Streight, P.E.  
Project Manager

Cc: Fred Low / Chaille Tower Consultants  
Nancy Wrybkowski / Charter Township of Ypsilanti  
Mike Radzik / Charter Township of Ypsilanti Planner  
Charlotte Wilson / Charter Township of Ypsilanti Planning  
Ben Carlisle / CWA  
Matt Parks, P.E. / OHM  
Matt MacDonell, P.E. / WCRC Assistant Director of Engineering

Charter Township of Ypsilanti Fire Department  
Bureau of Fire Prevention  
222 South Ford Blvd.  
Ypsilanti, Michigan 48198

.....  
Site Plan Review  
.....

Date: 1-12-2018  
Business Name: MI-YPSILANTI-TEXTILE  
Business Address: TBD Textile Rd. Ypsilanti, MI 48197  
Contractor: PI Tower Development  
Contractor Address: 7411 Full Teron St. Suite 110 Jacksonville, FL 32256  
Plans Dated: 10-04-2017  
Project No. 15074-1099  
Applicable Codes: IFC 2012  
Reviewed By: Dan Kimball

.....  
Review Comments and Requirements  
.....

1. IFC 2012 Table 6104.3 1,000 gallon above ground LP- Tank must be minimum 25 feet separation from adjoining property lines, public ways.
2. IFC 2012 D102.1 Access and Loading requirements.
3. IFC 2012 Table D103.4 Access road is 735 feet long.

.....  
Status of Plans:  
.....

- Approved as submitted  
 Approved conditionally – see remarks  
 Denied – see remarks

Remarks: 1. Access road is for rescue preposess

.....  
Respectfully submitted,

  
Dan Kimball, Fire Marshal

Charter Township of Ypsilanti Fire Department  
CFPS, CFI II, CFPE

One (1) set of these plans will be retained by the Fire Department, one (1) set forwarded to the mechanical inspector; three (3) sets are available for pick up with the permit.

## ECONOMIC DEVELOPMENT ADVISORY SERVICES AGREEMENT

This Economic Development Advisory Services Agreement (“Agreement”) made effective the 1st day of March, 2018 (“Effective Date”) by and between Charter Township of Ypsilanti, Michigan, whose address is 7200 S Huron Dr, Ypsilanti, MI, 48197 (Township), and Bonner Advisory Group, LLC, a Michigan limited liability company, whose address is 4875 Sawgrass Drive West, Ann Arbor, MI 48108 (Bonner Advisory Group).

---

### RECITALS:

- A. The Township is engaged in economic development initiatives and programs that are critical to the vitality and sustained success of its commercial and industrial tax base. The Township has identified a need for professional advisory services to enhance these economic development initiatives and programs;
- B. Bonner Advisory Group is a firm uniquely qualified to deliver professional advisory services that meet the defined objectives of the Township’s economic development initiatives and programs;
- C. The Township and Bonner Advisory Group believe it to be in their mutual best interests to memorialize their agreement for the provision of economic development advisory services in writing.

**NOW, THEREFORE**, for the valuable consideration explained in this Agreement, the parties agree to the following terms and conditions:

1. **Scope of Economic Development Advisory Services.** Bonner Advisory Group agrees to perform the following economic development advisory services for and on behalf of the Township in accordance with the terms and conditions of this Agreement:

- Provide technical assistance and support to the Township for high priority real estate development for retail, residential, commercial, manufacturing, and ACM.
- Develop an Economic Development Director (EDD) job description
- Advise Township on proper services to post EDD position
- Recruit candidates to apply for EDD position
- Review resumes and narrow list of candidates for EDD
- Conduct preliminary interviews and narrow a list of candidates to a final three.

2. **Compensation.** For and in consideration of the scope of services performed, the Township agrees to pay Bonner Advisory Group an hourly rate of \$150.00.

3. **Term of Agreement.** This Agreement shall commence on the Effective Date of this Agreement and shall remain in effect on an as-needed-basis, unless terminated by either party.

4. **Limitation on Services.** During the term of this Agreement, Bonner Advisory Group and its employees, agents and representatives will be a non-exclusive agent of the Township. Bonner Advisory Group may devote as much time and energy as Bonner Advisory Group deems appropriate in providing its scope of services to the Township. The parties acknowledge and agree that Bonner Advisory Group shall not, at any time during the Term of this Agreement, be obligated to do the following:

- 4.1 Devote its full time and attention to providing the scope of services as referenced above.
- 4.2 Review, prepare, present, bid, negotiate or settle on behalf of the Township any legal documents, disputes or actions.
- 4.3 Purchase, supply, obtain or acquire any materials, supplies, equipment, tools, employees, consultants, sub-consultants or any other items that may assist the Township with the following: (i) consummating or renewing a contract with a potential or current customer; (ii) delivering the Township's products or services; or (iii) otherwise assisting with the operations of the Township.
- 4.4 Promote or solicit for sale or contract the Township's products or services to any other person, customer, individual, organization, Township, corporation or other legal entity other than those identified and targeted by the Township and Bonner Advisory Group in writing.
- 4.5 Perform any act that is illegal, immoral or not in compliance with any applicable federal, state and local statutes, rules, laws, regulations, ordinances, codes and opinions.

5. **Duration of Compensation.** Township shall have the sole right to change, modify or discontinue all or any part of the scope of services, now or hereafter subject to this Agreement, and the Township shall incur no liability to Bonner Advisory Group by virtue of any decision to discontinue, continue, change or modify in any manner all or any part of the scope of services. If the Township terminates this Agreement, Bonner Advisory Group shall be compensated for services rendered through the termination date.

6. **Expenses.** Township shall be required reimburse Bonner Advisory Group for any travel and other entertainment or other expenses incurred by Bonner Advisory Group while performing its scope of services under this Agreement, including, but not limited travel expenses, trade shows, conferences, entertainment, etc., provided that such expenses are discussed by the parties and are approved in advance by the Township.

7. **Independent Contractor Status.** In furnishing its services under this Agreement, the Bonner Advisory Group shall be acting as an independent contractor in relation to the Township. Accordingly, Bonner Advisory Group shall have no authority to act for or on behalf of the Township or to bind the Township without the Township's express written consent. Bonner Advisory Group and its members, managers, employees and agents

shall not be considered as having employee status for workers' compensation insurance or any other employee benefit plan applicable to the Township's employees generally. Bonner Advisory Group is not and shall not be an owner, shareholder, member, officer or director of the Township whatsoever. Bonner Advisory Group is responsible for the reporting and payment of its own federal and state income, social security, unemployment and disability taxes.

8. **Employees or Agents of Bonner Advisory Group.** Bonner Advisory Group has the right to directly employ personnel for assisting in the performance of Bonner Advisory Group's duties under this Agreement. Bonner Advisory Group shall be solely responsible for its own personnel. Bonner Advisory Group shall not contract, appoint, employ or hire any person or agent to assist the Township without the prior written consent of the Township. Bonner Advisory Group shall always maintain adequate insurance against liabilities which may arise under the worker's compensation or similar laws of each state in which Bonner Advisory Group's employees work hereunder and maintain automobile liability insurance and comprehensive liability insurance for injuries to third parties and their property in such amounts that are customary for persons engaged in businesses similar to Bonner Advisory Group.

9. **Business Ethics and Conduct.** The successful operation and reputation of the Township is built upon principles of fair dealing and ethical conduct. The Township requires Bonner Advisory Group to carefully observe the letter and spirit of all applicable laws, regulations and ordinances governing Bonner Advisory Group's conduct and governing political contributions. The continued success of the Township is dependent upon its customers' trust. Bonner Advisory Group is expected to preserve that trust and to refrain from any illegal, dishonest or unethical behavior. Should Bonner Advisory Group be charged with any illegal or unethical conduct, Township may terminate this Agreement "for cause" in accordance with the provisions of paragraph 3 hereof; however, all compensation due and owing to Bonner Advisory Group for work performed shall be paid to Bonner Advisory Group as set forth in Paragraph 5 of this Agreement.

10. **Time.** Time is of the essence for all deadlines stated in this Agreement.

11. **Notices.** All notices or other communication required or permitted under this Agreement shall be served in writing by personal service or registered mail, return receipt requested. Notice by mail shall be addressed to each party at the address set forth above.

12. **Amendment.** No amendment, modification or termination of, or addition to, this Agreement shall be valid unless and until executed in writing by all parties to this Agreement.

13. **Binding Agreement.** This Agreement and all exhibits hereto, shall be binding on and inure to the benefit of the Township and any of its successors and assigns, whether by merger, consolidation, sale of assets as a going concern, or otherwise.

14. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties to it, and supersedes all prior understandings, agreements,

arrangements and communications, whether oral or written, with respect to its subject matter.

15. **Governing Law.** This Agreement has been executed in, and will be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles.

16. **Assignment.** Township and Bonner Advisory Group shall not assign its rights, duties or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided the assignee assumes by way of a written instrument all the terms and conditions of this Agreement including the obligation to pay all compensation hereunder.

17. **Counterparts; Copies.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Copies (PDF, photo static, facsimile or otherwise) of signatures to this Agreement will be deemed to be originals and may be relied on to the same extent as the originals.

18. **Severability.** If a provision contained in this Agreement is held to be invalid or unenforceable, this Agreement shall continue in full force and effect and shall be construed as if the invalid or unenforceable provision was omitted.

19. **Consultation of Legal Counsel.** The parties to this Agreement expressly represent and warrant that they have each had an opportunity to have legal counsel review this Agreement, and that they fully understand and comprehend the terms of this Agreement, and that each party is entering into this transaction by and through their own, independent, free will.

20. **Authorized signatures.** The persons signing this Agreement represent and warrant that they are duly and fully authorized to execute it and do so in full compliance with any existing governance documents, corporate resolutions and/or applicable law.

The parties have executed this Agreement on \_\_\_\_ day of \_\_\_\_\_, 2018.

**TOWNSHIP:**

By: \_\_\_\_\_  
Brenda L. Stumbo  
Its: Township Supervisor

By: \_\_\_\_\_  
Karen Lovejoy Roe  
Its: Clerk

**Bonner Advisory Group, LLC,** a Michigan limited liability company

By:  \_\_\_\_\_  
Lukas A. Bonner  
Its: Managing Member

# **AUTHORIZATIONS AND BIDS**

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# CHARTER TOWNSHIP OF YPSILANTI

## INFORMATION SERVICES

Computer Support • Web Content Management • Communications Services

---

To: Township Board  
From: Travis McDugald, IS Manager  
Re: Request to seek RFPs for a Preferred Network Cable Installer.  
Date: Feb, 14 2018

In an effort to expedite project or repairs which may require the installation, repair, removal, or changing in network cabling I would like to request to seek proposals for a Preferred Network Cable Installer.

An RFP would be published which consist of a sample network installation job. Candidates would competitively bid on the sample job. The awarded bid would designate the candidate as the Township "Preferred Network Cable Installer"

The Preferred Network Cable Installer will be used for network cable installation jobs valued under \$7500. Jobs valued over \$7,500 will continue to follow the Township's normal bid process.

Often bids for cable installation will come in either at a Time and Materials projection or a "per port" cost with a clause for difficult installations. Because the work often involves removing ceiling tiles, climbing into enclosed areas, and or drilling holes in walls, it can be difficult for a person to predict what challenges they may run into until the work has started.

The initial requested term of the agreement for the designation is two years.

Proposals will be brought back to the Board for review and approval.

Thank you for your consideration.

Travis McDugald  
IS Manager, Charter Township of Ypsilanti

Charter Township of Ypsilanti



RFP-2018-02-14-PREFERRED-  
NETWORK-CABLE-INSTALLER

Establishment of a preferred network cable installer.

[Abstract](#)

Charter Township of Ypsilanti is soliciting proposals to find a preferred network cable installer

Charter Township of Ypsilanti  
[Fiber-rfp@ytown.org](mailto:Fiber-rfp@ytown.org)

## Project Bid Dates and Contacts

Issue Date:	TBD
Mandatory Pre-Bid Meeting:	Not Required
Pre-Bid Question Deadline:	22-July-2016 @ 2:30PM EDT
Bid Deadline:	TBD @ 2PM EDT  Ypsilanti Township - Clerks Office RFP-2018-02-14-Network Cable Installer 7200 South Huron River Drive Ypsilanti, MI 48197
Bid Opening:	TBD @ 2PM EDT  Ypsilanti Township 1 <sup>st</sup> Floor Conference Room 7200 South Huron River Drive Ypsilanti, MI 48197
Project Coordinator:	Travis McDugald IS Manager fiber-rfp@ytown.org

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DRAFT

# Advertisement for Bids

Charter Township of Ypsilanti is accepting sealed bids to establish a two-year small projects preferred network cable installer agreement. Bid documents may be found at <http://ytown.org/public-bid-postings> or requested by email at [fiber-rfp@ytown.org](mailto:fiber-rfp@ytown.org).

DRAFT

## General conditions of bidding and terms of contact

By execution of this document, the Bidder accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

### 1. Bidding

- 1.1. **Bids** - All bids shall be clearly marked on blank bid form furnished by Charter Township of Ypsilanti (Form A). A minimum of one original one (1) copy, and one (1) electronic version of the executed Bid Form shall be submitted in a sealed envelope. Copies are to be marked as such.
- 1.2. **Required Forms** – The following forms are required to be filled and included with all bid responses:
  - The Proposal Cost Analysis (Form A)
  - Secondary Proposal Cost Analysis (Form B)
- 1.3. **Authorized Signatures** - The bid shall be executed personally by the Bidder or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Bidder shall accompany the bid to become a valid bid.
- 1.4. **Late Bids** - Bids shall be in the Charter Township of Ypsilanti Clerk's Office before or at the specified time and date bids are due. Bids received in the office of the Clerk after the submission deadline shall be rejected as non-responsive bids.
- 1.5. **Mandatory Pre-Bid Meeting** – *Not Required*
- 1.6. **Withdrawal of Bids Prior to Bid Opening** - A bid may be withdrawn before the opening date by submitting a written request to the Township Clerk. If time allows, and the Bidder desires, a new bid may be submitted. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Charter Township of Ypsilanti reserves the right to withdraw a request for bids before the opening date.
- 1.7. **Withdrawal of Bids After Bid Opening** - Bidder agrees that offers may not be withdrawn or cancelled by the Bidder for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.
- 1.8. **Bid Amounts** - Bids should show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the Charter Township of Ypsilanti.
- 1.9. **Exceptions and/or Substitutions** - As a matter of practice, Charter Township of Ypsilanti rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any

and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of the Charter Township of Ypsilanti. Bidders taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Bidder has not taken any exceptions to the specifications and shall hold the Bidder responsible to perform in strict accordance with the specifications.

- 1.10. **Alternates** - Bid request and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.
- 1.11. **Descriptions** - Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is a minimum standard that will be accepted.
- 1.12. **Bid Alterations** - Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
- 1.13. **Tax Exempt Status** - The Charter Township of Ypsilanti is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the price bid must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.
- 1.14. **Delivery** - The Bids shall include all charges for delivery, packing, crating, etc., unless otherwise stated in the bid document. All deliveries will be FOB: Delivered. General delivery hours are 8:30 a.m. to 12 p.m and 1 p.m to 4p.m. Monday-Friday. Township does not have a loading dock, lift gates may be required.
- 1.15. **Quantities** - Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.
- 1.16. **Bid Award** - Award of contract shall be made to the lowest responsible Bidder or to the Bidder who provides goods or services at the best value for the municipality. The Charter Township of Ypsilanti reserves the right to be the sole judge as to whether items bid will serve the purpose intended. The Charter Township of Ypsilanti reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the Charter Township of Ypsilanti. The Charter Township of Ypsilanti reserves the right to award based upon individual line items, sections or total bid.

- 1.17. **Best Value** - In determining best value, Charter Township of Ypsilanti may consider: 1) purchase price; 2) reputation of the Bidder and of the Bidder's goods or services; 3) quality of the Bidder's goods or services; 4) extent to which the goods or services meet the Charter Township of Ypsilanti's needs; 5) Bidder's past relationship with the Charter Township of Ypsilanti; 6) total long-term cost to the Charter Township of Ypsilanti to acquire the Bidder's goods or services; and 7) any relevant criteria specifically listed in this document.
- 1.18. **Non-Collusion** - By signing the bid the bidder certifies that the bid submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition.
- 1.19. **Silence of Specifications for Complete Units** - All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the bid price. Bidders may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.
- 1.20. **Addenda** - Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight hours prior to the bid opening. Addenda will be posted on the MITN Website (<http://www.mitn.info/>). Bidders shall acknowledge receipt of all addenda with submission of bid.
- 1.21. **General Bid Bond/Surety Requirements** - Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.
- 1.22. **General Insurance Requirements** - Failure to furnish Affidavit of Insurance when requested and if insurance coverage is required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.
- 1.23. **Responsiveness** - A responsive bid shall substantially conform to the requirements of this Request for Proposal and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall be deemed non-responsive and the bid will not be considered for award. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined such as with vague wording that may include "price in effect at the time of delivery"; and c) bids made contingent upon award of other bids currently under consideration.

- 1.24. **Responsible Standings of Bidder** - To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources without limitation; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award. In order to determine financial standing of Bidder, Charter Township of Ypsilanti may request recent financial statements or a statement of net worth.
- 1.25. **Proprietary Data** - Bidder may, by written request, clearly indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the Bidder. Charter Township of Ypsilanti will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including the existing Michigan Public Information Act.
- 1.26. **Non-Iran Linked Business** - By signing the bid below, you certify and agree on behalf of the company submitting this bid that the company submitting this bid is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012.

## 2. Performance

- 2.1. **Design, Strength, and Quality** - Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.
- 2.2. **Compliance with Federal, State, County and Local Laws** - Bids must comply with all federal, state, county and local laws, to include but not be limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of Charter Township of Ypsilanti, Washtenaw County, or State of Michigan as they may apply, as these laws may now read or as they may hereafter be changed or amended.
- 2.3. **Infringements and Indemnifications** - The bidder, if awarded a contract, agrees to protect, defend, and save the Township and the cooperative members listed herein, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against if for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgments and expenses

to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder, contractor, agents or employee.

- 2.4. **Patents, Copyrights, Etc.** - The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
- 2.5. **Samples, Demonstrations and Testing** - At the Charter Township of Ypsilanti 's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the Bidder.
- 2.6. **Acceptability** - All articles enumerated in the bid shall be subject to inspection by an officer designated for the purpose by Charter Township of Ypsilanti. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Project Coordinator who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the Contractor's expense. Inferior items not retrieved by the Contractor within thirty (30) calendar days, or an otherwise agreed upon time, may become the property of the Charter Township of Ypsilanti at the Charter Township of Ypsilanti's option, without cost. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the Contractor. Contractor's failure to retrieve property resulting in ownership by Charter Township of Ypsilanti shall not be imputed as acceptance of replacement good under this contract.

### 3. Purchase Orders and Payment

- 3.1. **Purchase Orders** - A purchase order(s) shall be generated by the Charter Township of Ypsilanti to the successful Contractor. The purchase order number must appear on all itemized invoices and packing slips. The Charter Township of Ypsilanti will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the project coordinator for which a valid invoice has been received.
- 3.2. **Invoices** - All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the Contractor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the Charter Township of Ypsilanti in verifying contract pricing on all invoices. Payment will be made under terms of net forty-five (45) days unless otherwise agreed

upon by seller and Charter Township of Ypsilanti.

- 3.3. **Payment Draws** – Request for payments prior to project completion may be negotiated during the contract term. The Charter Township of Ypsilanti reserves the right to deny any payment draw requests for any reason.

## 4. Contract

- 4.1. **Contract Definition** - The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by the Charter Township of Ypsilanti, shall constitute a contract equally binding between the successful Bidder and Charter Township of Ypsilanti.
- 4.2. **Contract Agreement** - Once a contract is awarded, the service offered by the successful Bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue until the work is completed or the expiration date has passed.
- 4.3. **Change Order** - No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of the Charter Township of Ypsilanti. No change order will be binding unless signed by an authorized representative of the Charter Township of Ypsilanti and the Contractor.
- 4.4. **Price Redetermination** - All requests for price redetermination shall be in written form. Cause for such request, i.e. manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Contractor's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of future bids for the lowest and best bid. Charter Township of Ypsilanti reserves the right to accept or reject any/all requests for price redetermination as it deems to be in the best interest of the Charter Township of Ypsilanti.
- 4.5. **Termination for Default** - Charter Township of Ypsilanti reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Charter Township of Ypsilanti in the event of breach or default of this contract. The Charter Township of Ypsilanti reserves the right to terminate the contract immediately in the event the Contractor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the Charter Township of Ypsilanti to award to another Bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.

- 4.6. **Invalid, Illegal, or Unenforceable Provisions** - In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 4.7. **Injuries or Damages Resulting From Negligence** – The Contractor shall defend, indemnify and save harmless Charter Township of Ypsilanti and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. The Contractor shall pay any judgment, with costs, which may be obtained against Charter Township of Ypsilanti growing out of such injury or damages.
- 4.8. **Warranty** - The Contractor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated. All labor shall have a warranty for minimum 1 year from the project completion date.
- 4.9. **Sale, Assignment, or Transfer of Contract** - The Contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Charter Township of Ypsilanti.
- 4.10. **Service Contract Renewals** – *Not Applicable.*
- 4.11. **Service Contract Auto-Renewals** – This agreement may not auto renew.

## 5. Minimum Wage Requirements

- 5.1. **Contractors, including Subcontractors**, performing work or services shall be required to pay not less than the prevailing wages and fringe benefits to all employees and follow Charter Township of Ypsilanti Ordinance No. 2-201 and the additional provisions contained within.
- 5.2. **All other employees** directly involved with this project must be paid in accordance with the Charter Township of Ypsilanti Ordinance No. 99-213, “The Living Wage Ordinance”. A copy of this ordinance can be obtained through the Charter Township of Ypsilanti Clerk’s office by calling (734) 484-4700.

## 6. Bond Requirements

- 6.1. **Bond Certificates** – If required; the bid bond is required at the time of bid submission. All other bond requirements must be provided to the Township prior to the execution of the

contract documents.

6.2. Bid Bonds – *Not Required*.

6.3. Performance and Payment Bonds - *Not Required*.

6.4. Maintenance Bonds - *Not Required*.

6.5. Bond Surety – *Not Applicable*.

6.6. Licensing Jurisdiction - All bonds and insurance required by the Contract Documents to be purchased and maintained by the Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the project is located to issue bonds and insurance policies for the limits and coverage's so required.

## 7. Insurance Limits

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

7.2. Requirements - The Contractor will maintain at its own expense during the term of the contract, the following insurance:

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

7.2.2. Broad Form Comprehensive General Liability – *Not Required*

7.2.3. General Liability Policy shall be in the name of "Charter Township of Ypsilanti". Policy shall provide a \$1,000,000.00 combined single limit for bodily injury or property damage per occurrence. The Charter Township of Ypsilanti and its past, present, and future elected Officials shall be named as "additional named insured" on the General Liability policy with respect to the services provided under this contract.

7.2.4. Automobile Liability – *Not Required*

7.2.5. Builders Risk – *Not Required*

7.2.6. Certificate of Liability Insurance Verbiage – General Liability Insurance limits must contain the following verbiage in verbatim; "The Charter Township of Ypsilanti and its past,

*present, and future elected officials, trustees, appointed commissions and boards, agents and employees shall be named as "additional named insured" on the General Liability policy with respect to the services provided under this contract." Prior to contract execution.*

7.2.7. An umbrella policy may be used to meet some of the above requirements.

- 7.3. **Licensing Jurisdiction** - All insurance policies must be held by companies licensed to do business in Michigan and such companies must be well rated and acceptable to the Charter Township of Ypsilanti.
- 7.4. **Require to Maintain** - If the required insurance is not maintained at any time during the term of this Contract, the Contract shall be subject to cancellation immediately or at any time thereafter, at the sole discretion of the Charter Township of Ypsilanti. If the Charter Township of Ypsilanti elects to exercise its option to cancel on these grounds, the Charter Township of Ypsilanti shall so notify the Contractor of its election.
- 7.5. **Legal Review** - All Certificates of Insurance are subject to the final approval of the Charter Township of Ypsilanti Legal Counsel.

## 8. Completion

- 8.1. **Township Approval** - The project will not be considered complete until all approved Charter Township of Ypsilanti final inspections have been approved.
- 8.2. **Construction Start** - Construction shall start within 45 days of the Notice to Proceed and completed within 60 days unless otherwise noted in the RFP response.
- 8.3. **Payment** - Full payment shall be made within 45 days of receipt of invoice upon completion of work.

## 9. Site Access

- 9.1. **Prior to bid closure** - Access to the any Charter Township of Ypsilanti site referenced herein will be made available only to Bidders interested in providing a bid on this project. All requests must be scheduled with the Project Coordinator and must be accompanied by an approved Charter Township of Ypsilanti Employee. Requests must be in writing.
- 9.2. **After bid award** - Only the approved employees, approved contractors, and approved sub-contractors will have access to non-public areas of Charter Township of Ypsilanti facilities.

## 10. Proposal Submittals

- 10.1. **Limits** - There is no limit to how many proposals a single Bidder may submit.

- 10.2. **Required Copies** - As part of the bid proposal package, the following submittals are required by Charter Township of Ypsilanti to be reviewed and acted on by the Township in evaluating the Bidder's proposal. Two (2) copies of all drawings and product data shall be required. One (1) paper and one (1) electronic.
- 10.3. **Price Break Down** - Bid proposal pricing shall be broken down by building with each price representing a complete building installation. Include line item pricing for all major components and subsection pricing for all items described in that subsection. Pricing shall include all associated costs including but not limited to: hardware, cabling, conduit, electrical, network, licensing, and labor.
- 10.4. **Product Sheets** – *Not Required*
- 10.5. **Execution Plan** - *Not Required*
- 10.6. **Coordination Efforts** - *Not Required.*
- 10.7. **Township Review** - *Not Required.*
- 10.8. **Mounting Information** - *Not Required.*
- 10.9. **Electrical Requirements** - *Not Required.*
- 10.10. **Background** - Description of the Bidder's background and size. Include statements of qualifications that includes your firm's professional credentials and experience in providing services enumerated in the Request for Proposal and the legal status of your organization.
- 10.11. **Business Changes** - Describe any changes in the mode of conducting business your firm has made in the past three (3) years, include any mergers, acquisitions, consolidations, downsizing or bankruptcy proceedings or filings.
- 10.12. **Licenses** - Identify all licenses currently held by your firm.
- 10.13. **Additional Information** - Any other additional information which would assist the Charter Township of Ypsilanti in the evaluation of your proposal.
- 10.14. **References** - Provide a list of at least four (4) references (government preferred) with knowledge of your firm's contract performance. References shall be employees in the senior level management positions. Include the name of the entity, a description of the contract project the dates of service and the name(s), telephone numbers, and email addresses of the contact persons.

## 11. Right to renegotiate

- 11.1. Year one renewal – *Not applicable.*
- 11.2. Annual cost increases - Should the annually costs increase .001 % or more the Township reserves the right to terminate any all agreements and rebid the project.
- 11.3. Undefined costs - If there are any costs associated for this requirement the bidder must include those costs in detail when submitting their RFP response.

## 12. Identification Requirements

- 12.1. Company Badge - All persons conducting work within a Township facility shall be required to have a company issued photo ID. Photo ID must clearly represent the person presenting the ID along with their company name. Company badge should be displayed at all times, and must be presented when requested.
- 12.2. Company Branding Clothing – It is recommended that all contractors wear a company branded shirt. The shirt should contain either the company logo or company name which can be clearly read during normal face-to-face conversation.

## Scope of Work

### *Purpose:*

The purpose of this RFP is to establish a two year preferred vendor for network wiring and fiber optic installation and repairs for Charter Township of Ypsilanti (Local Government). The time of the award will be two years from the date by which the Township designates the vendor as the Preferred Network Cable Installer.

- No work may be performed without proof of insurance.
- Jobs will be requested as needed.
- Each job will be valued under \$7,500.
- There is no minimal agreement amount.
- There is no maximum agreement amount.
- There shall be no cost increased for the two-year agreement.
- This is a non-exclusive agreement. The Township may seek alternate proposals or vendors at its sole discretion.

### *Questions:*

No questions will be answered for the purpose of this RFP. The bidders shall use only the information provided in the scenario included.

## Environmental Assumptions

- 1) 120,000 square foot 2 story building.
- 2) The building was built in 1975 using standard building practices of the time.
- 3) 1st floor has four network distribution closets.
- 4) 2nd floor has one network distribution closet.
- 5) Each floor has a standard height drop ceiling.
- 6) Each network distribution closet may contain either a wall mount or a two post standard rack.
- 7) All network connections shall be terminated into existing standard 19" patch panels.
- 8) All network connections shall be tested, and a copy of such test be provided before sign off.
- 9) All Category 6 cable shall be PLENUM.
- 10) All network ports must be Orange Cat 6.

### Scenario 1:

The Township has requested two new network ports to be installed on a solid brick wall. Wall conduit will need to be provided from the ceiling to a surface mounted two port biscuit will be required.

It is estimated at a 165 feet cable run to the nearest network closet

Sample image is provided.



### Scenario 2:

The Township has requested four network ports to be installed into an existing pole.

The pole currently has a mount box with two network ports. You must replace the face plate to support the new ports and the existing two ports.

It is estimated at a 80 feet cable run to the nearest network closet

Sample image is provided.



# Form A: Proposal Cost Analysis.

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 23 calendar days after notice of award.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 90 days from the date of the contract execution to furnish the subject services for a base cost not to exceed

Scenario 1: \$ \_\_\_\_\_  
Scenario 2: \$ \_\_\_\_\_  
Total: \$ \_\_\_\_\_

***(Please attach a detail of the cost with this cost form page)***

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Federal Employer Identification Number: \_\_\_\_\_  
eMail: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Signature)* *(Typed or printed name)*

**THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.**  
Unsigned proposals will not be considered.

# Form B: Secondary Proposal Cost Analysis.

Please provide costs for the following items. If you have an existing price list, you may substitute the form, providing it covers all the requested values.

<u>Description</u>	<u>Cost</u>
Hourly labor rate per single person =	
Hourly labor rate per two persons (if applicable) =	
Orange Cat 6 Network Keystone (each) =	
4 hole keystone wall plate (each) =	
Cat 6 Plenum cable per foot =	
Dispatch or "Truck Roll" charges =	

*Please include any special notes regarding your pricing formula.*

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Signature) (Typed or printed name)*

**THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.**  
 Unsigned proposals will not be considered.


# CHARTER TOWNSHIP OF YPSILANTI



## OFFICE OF RESIDENTIAL SERVICES

Environmental Services Division

---

TO: Township Board  
FROM: Carl Girbach   
DATE: February 26, 2018  
RE: Request to purchase equipment corresponding with Capital Improvement Plan 2013-2017, to be charged to line item 101-265-000-977-000, pending approval of budget amendment

Per the 2013-2017 Capital Improvement Plan, we are requesting to purchase a Bobcat Skid Steer, at a cost of \$68,000. This equipment will be used by the Residential Services Department. Costs were obtained through MI Deal.

If you have any questions, please contact me.

tk

Attachment

cc: Brenda L. Stumbo, Township Supervisor

Qty. 1	Bobcat Skid Steer (w/84" broom and brush hog)	\$68,000.00
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Notes:

**\*Prices off Michigan State Contract# 071B7700088. Contract Period: 01/13/17 THROUGH 01/12/21**  
**\*MUST Be a Member of the MI Deal State Coop**  
**\*Terms Net 30 Days. Credit cards accepted.**  
**\*FOB: Destination within the 48 Contiguous States.**  
**\*Delivery: 60 to 90 days from ARO.**  
**\*State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.**  
**\*TID# 38-0425350**  
**\*Orders Must be Placed With: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, PO Box 6000, West Fargo, ND 58078.**

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATED

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
PURCHASE ORDER #

SHIP TO ADDRESS: \_\_\_\_\_

BILL TO ADDRESS (if different than Ship To): \_\_\_\_\_



# CHARTER TOWNSHIP OF YPSILANTI



## OFFICE OF RESIDENTIAL SERVICES

Environmental Services Division

---

TO: Township Board

FROM: Carl Girbach

DATE: February 26, 2018

RE: Request to purchase vehicles corresponding with Capital Improvement Plan 2013-2017 in the amount of \$180,179, to be charged to line item 595-595-000-985-000, pending approval of budget amendment

Per the 2013-2017 Capital Improvement Plan, we are requesting to purchase the vehicles on the attached list. Costs were obtained through MI Deal.

If you have any questions, please contact me.

tk

Attachment

cc: Brenda L. Stumbo, Township Supervisor



# New Vehicle Purchases

	<u>Description</u>	<u>Department</u>	<u>Cost</u>	
1	F-150 4 x 2, 6' bed	Park Ranger	\$	23,205.00
1	F-150 4 x 2, 6' bed	RSD	\$	23,205.00
1	F-150 4 x 2, 6' bed	RSD	\$	23,205.00
1	F-150 4 x 2, 8' bed	RSD	\$	23,505.00
1	F-250 4x2, 8' bed	RSD	\$	25,175.00
1	F-250 4x2, 8' bed	RSD	\$	25,175.00
1	F-250 4 x 4 w/vee plow	Sheriff	\$	36,709.00
	<b>Total Cost</b>		<b>\$</b>	<b>180,179.00</b>

**GORNO FORD**  
22025 ALLEN ROAD  
WOODHAVEN, MI 48183

DATE: 2/21/18

TO: CARL GIRBACH, YPSILANTI TWP.  
734-328-4452 (DIRECT) [cgirbach@ytown.org](mailto:cgirbach@ytown.org)

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES  
734-671-4033 (DIRECT) (FAX) 734-676-7647 [jagney@gornoford.com](mailto:jagney@gornoford.com)

RE: MiDEAL # LDT-0083 2018MY FORD F-150 XL REG. CAB 4x2, 6.5'BOX,  
122"WB, 3.3L V6, 6spd. A/T, OXFORD WHITE/GRAY VINYL, AM/FMw/CLOCK,  
TPMS, 6,100# GVWR, A/C, CRUISE/TILT, ADVANCE TRACw/ROLL STAB.-  
CNTRL., 3.55 E-LOCK AXLE, P245/70Rx17AS, PWR. DISC BRKS.w/ABS, SYNC,  
PWR. WINDOWS/LOCLS/MIRRORS, 2" RCVR. TOW PKG.,TRAILER SWAY –  
CNTRL., FRNT/SIDE AIR BAGS, *DAYTIME RUNNING LIGHTS*, *SYNC Bluetooth*,  
*AUTO-LAMP/ RAIN-LAMP*, *CAP-LESS EASY FILL FUEL*, REAR VIEW CAMERA

F.O.B. DELIVERED TO YPSILANTI TWP., MI ..... \$22,317.00  
(MSRP = \$30,875.00).

Current lead time is estimated at 8 - 10 weeks from receipt of P.O.

**RECOMMENDED OPTIONS:**

8' BOX / 141"WB .....	ADD .....	300.00
RUNNING BOARDS .....		250.00
ELEC. TRLR. BRK. CNTRLR. ....		275.00
REVERSE SAFETY BEEPER .....		149.00
ALL-WEATHER H.D. RUBBER MATS .....		89.00 ✓
RHINO SPRAY-IN BED LINER .....		649.00 ✓
MUNICIPAL SAFETY LIGHT PKG. ....		1,595.00
<small>(Includes; Amber Roof-Mount LED Mini-Light-Bar, Fr/Rr Amber LED Flashers)</small>		

*\$ 150.00 EXTRA KEY*

Please review, *SELECT OPTIONS*, sign and e-mail/fax back or e-mail/fax Purchase Order to Jim Agney.

Customer Signature: \_\_\_\_\_

Thank you,

Jim Agney

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and Ypsilanti Township. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.

**GORNO FORD**  
 22025 ALLEN ROAD  
 WOODHAVEN, MI 48183

DATE: 2/21/18

TO: CARL GIRBACH, YPSILANTI TWP.  
 734-328-4452 (DIRECT) [cgirbach@ytown.org](mailto:cgirbach@ytown.org)

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES  
 734-671-4033 (DIRECT) (FAX) 734-676-7647 [jagney@gornoford.com](mailto:jagney@gornoford.com)

RE: MiDEAL # LDT-0083 2018MY FORD F-150 XL REG. CAB 4x2, ~~6'~~ 8' BOX,  
 122"WB, 3.3L V6, 6spd. A/T, OXFORD WHITE/GRAY VINYL, AM/FMw/CLOCK,  
 TPMS, 6,100# GVWR, A/C, CRUISE/TILT, ADVANCE TRACw/ROLL STAB.-  
 CNTRL., 3.55 E-LOCK AXLE, P245/70Rx17AS, PWR. DISC BRKS.w/ABS, SYNC,  
 PWR. WINDOWS/LOCLS/MIRRORS, 2" RCVR. TOW PKG., TRAILER SWAY –  
 CNTRL., FRNT/SIDE AIR BAGS, DAYTIME RUNNING LIGHTS, SYNC Bluetooth,  
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ELEC. TRLR. BRK. CNTRLR. ....		275.00
REVERSE SAFETY BEEPER .....		149.00
ALL-WEATHER H.D. RUBBER MATS .....		89.00 ✓
RHINO SPRAY-IN BED LINER .....		649.00 ✓
MUNICIPAL SAFETY LIGHT PKG. ....		1,595.00
(Includes; Amber Roof-Mount LED Mini-Light-Bar, Fr/Rr Amber LED Flashers)		150.00 EXTRA KEY

Please review, *SELECT OPTIONS*, sign and e-mail/fax back or e-mail/fax Purchase Order to Jim Agney.

Customer Signature: \_\_\_\_\_

Thank you,

Jim Agney

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**GORNO FORD**  
22025 ALLEN ROAD  
WOODHAVEN, MI 48183

DATE: 2/21/18 **F-250 - 4x2**

TO: CARL GIRBACH, YPSILANTI TWP.  
734-328-4452 (DIRECT) [cgirbach@ytown.org](mailto:cgirbach@ytown.org)

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES  
734-671-4033 (DIRECT) (FAX) 734-676-7647 [jagney@gornoford.com](mailto:jagney@gornoford.com)

RE: **MiDEAL # LDT-0087 2018MY F-250 XL, 4x2, REG. CAB, 142"WB, 8' BOX, OXFORD WHITE/GRAY VINYL, 6.2L V8, 6 SPD. A/T, 3.73 E-LOCK AXLE, AM/FMw/CLOCK, P245/75R17 AS, 10,000 GVWR, 29 GAL. FUEL TANK, STEP BUMPER, ADVANCE TRACw/ROLL STABILITY CNTRL., H.D. ALT., 12.5K - 2" RCVR. HITCH, TILT WHL., A/C, AIR BAGS, TPMS, VINYL FLOOR, DISC BRKS.w/ABS, TRAILER SWAY CNTRL., UPFITTER SWITCHES**

F.O.B. DELIVERED TO: YPSILANTI TWP, MI ..... \$24,297.00  
MSRP = (\$36,110.00)

**Current lead time is estimated at 10 - 12 weeks.**  
**Order Cut-Off for 2018MY is March 2<sup>nd</sup>, 2018.**

**RECOMMENDED OPTIONS:**

SYNC Bluetooth .....	365.00
ELEC. TRLR. BRK. CNTRLR. ....	270.00
BLACK MOLDED RUNNING BOARDS .....	320.00
AMBER ROOF CLEARANCE LIGHTS .....	95.00
MUNICIPAL SAFETY LIGHT PKG. ....	1,995.00
<small>(Includes; Amber LED Roof-Mount Mini Light Bar, Amber Front Grill LED's, Rear Insider Amber LED Flashers)</small>	
RHINO SPRAY-IN BED LINER .....	649.00 ✓
REVERSE SAFETY BEEPER .....	149.00
H.D. ALL-WEATHER RUBBER FLOOR MATS .....	79.00 ✓

Please review, sign and fax/e-mail back or fax/e/mail Purchase Order to Jim Agney.

150.00  
EXTRA  
KEY

Customer Signature: \_\_\_\_\_

Thank you,

Jim Agney

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**GORNO FORD**  
22025 ALLEN ROAD  
WOODHAVEN, MI 48183

DATE: 2/21/18 **“Pre-Season Special” (STOCK UNIT - OSS)**

TO: CARL GIRBACH, YPSILANTI TWP.  
734-328-4452 (DIRECT) [cgirbach@ytown.org](mailto:cgirbach@ytown.org)

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES  
734-671-4033 (DIRECT) (FAX) 734-676-7647 [jagney@gornoford.com](mailto:jagney@gornoford.com)

RE: **MiDEAL #3298-0092 2017MY FORD F-250, 4x4, REG.CAB, 142”WB, 8’ BOX, OXFORD WHITE/EARTH VINYL, 6.2L V8, 6spd.A/Tw/OD, AM/FMw/CLOCK, A/C, PWR. DISC BRKSw/ABS, AIR BAGS, 3.73 REG.AXLE, 10,000 # GVWR, PWR. WINDOWS/LOCKS/Htd.MIRRORS, SPLASH GUARDS, LT265/70Rx17 TRACTION, 12.5k TRAILER TOW PKG., TILT/CRUISE, TPMS, ADVANCE TRACw/ROLL STABILITY CNTRL., FRNT. TOW HOOKS, SNOW PLOW PREP PKG., UPFITTER SWITCHES, ENGINE BLOCK HTR., FACTORY RUNNING BOARDS, REV. SAFETY BEEPER, ALL WEATHER-H.D. FLOOR MATS, ROOF CLEARANCE LIGHTS, UPFITTER SWITCHES, RR WHEEL WELL LINERS, SKID PLATES, ELEC. TRLR. BRK. CNTLR., H.D. SUSP, H.D. ALT., RHINO SPRAY-IN BED LINER,**

F.O.B. DELIVERED TO YPSILANTI TWP., MI ..... \$29,964.00  
(MSRP = \$45,251.00)

Above quoted unit is currently in stock for an “out of stock sale” and can be delivered within 3 weeks.  
2018MY Order Cut-Off is March 2, 2018.  
2019MY Production begins June 2018.  
Current lead time is estimated at 12 -14 weeks from receipt of Purchase Order.

**RECOMMENDED OPTION:**

- MUNICIPAL SAFETY LIGHT PKG. .... 1,595.00  
(Includes; Amber LED Roof Mount Mini-Light Bar, Frnt. Amber Flashing Grill LED's & Rear Insider Amber LED Flashers)
- WESTERN 8.5’ MVP3 STEEL V-BLADE PLOW SYSTEMw/RUBBER DEFLECTOR .. 6,595.00 ✓
- WESTERN 1000 8.0 cubic ft. POLY SWING-AWAY TAILGATE SPREADER ..... 2,395.00

150000 EXTRA KEY

Please review, **SELECT OPTIONS**, sign and e-mail/fax back or e-mail/fax Purchase Order to Jim Agney.

Customer Signature: \_\_\_\_\_

Thank you,


Jim Agney

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# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF RESIDENTIAL SERVICES

Environmental Services Division

TO: Township Board  
FROM: Carl Girbach   
DATE: February 27, 2018  
RE: Request authorization to auction vehicles and equipment

Please find attached a list of vehicles and equipment that we are recommending be listed for auction. If approved by the Board, they will be replaced with new.

If you have any questions, please contact me.

tk

cc: Brenda L. Stumbo, Township Supervisor

## Auction Items

### Vehicles

<u>Number</u>	<u>Description</u>	<u>Equipment Department</u>	<u>Mileage</u>	<u>Replacement</u>
#2	1998 Ford Ranger	RSD	95,000	F-150, 4 x 2, 8' bed
#3	2003 GMC Sierra	Sheriff	70,000	F-250, 4 x 4 w/vee plow
#6	2003 GMC Sierra	RSD	103,000	F-250, 4 x 2, 8' bed
#11	1995 F-Super Duty	RSD	73,000	F-250, 4 x 2, 8' bed
#19	2003 Chevrolet S-10	Park Ranger	94,000	F-150, 4 x 2, 6' bed
#26	1997 Ford Ranger	RSD	104,000	F-150, 4 x 2, 8' bed
#42	2003 GMC	RSD	65,000	F-150, 4 x 2, 8' bed
#57	1989 Navistar U-Haul Truck	Elections		F-150, 4 x 2, 6' bed

### Equipment

	<u>Description</u>	<u>Department</u>	<u>Mileage</u>	<u>Replacement</u>
1	1995 Gehl Skid Loader #246	RSD		Bobcat Skid Steer
2	Lesco Paint Sprayers	RSD		
1	2004 Toro Mower	RSD		
1	2007 Toro Mower	RSD		
1	1971 20' Pontoon w/Motor & Trailer	Parks		
1	Onan 50KW Diesel Generator	Hydro		
1	Man Lift Trailer (Old)	B&G		

# OTHER BUSINESS

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