

CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

JEAN HALL CURRIE

STAN ELDRIDGE

MIKE MARTIN

SCOTT MARTIN

February 11, 2013

Work Session – 6:00 p.m.

Regular Meeting – 7:00 p.m.

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

LEFT SIDE OF
PACKET

Charter Township of Ypsilanti -- Daily Vehicle Inspection

Date _____ Vehicle # _____ Mileage/Hours _____ Time Inspected _____ /Finished _____

Dept. _____ Vehicle yr/make/model _____ Inspected By _____

Daily weekly on Thursday

TIRES	_____	_____	tire tread depth adequate for safety
	_____	_____	inflation pressure adequate and equal
	_____	_____	no cracks, cuts or other apparent damage
WHEELS	_____	_____	<i>no apparent rim damage</i>
ENGINE COMPARTMENT	_____	_____	oil level adequate
	_____	_____	coolant level adequate (use caution if hot)
	_____	_____	brake fluid level adequate (visual check only)
	_____	_____	battery condition acceptable
	_____	_____	power steering fluid level acceptable
	_____	_____	all belts tight and undamaged (visual check only)
	_____	_____	washer fluid full
VEHICLE INTERIOR/EXTERIOR (includes bed/box of truck)	_____	_____	brake system operation
	_____	_____	steering system operation
	_____	_____	restraint system operation
	_____	_____	<i>trailer hitch & elect./air connections</i>
	_____	_____	occupant hazards (sharp/protruding objects)
	_____	_____	<i>loose objects secured or removed</i>
	_____	_____	<i>trash removed (interior and exterior)</i>
	_____	_____	<i>tools, equipment and/or materials returned</i>
	_____	_____	first aid kit, fire extinguisher, accident report form, current proof of insurance
	_____	_____	<i>assigned truck tools in place</i>
	_____	_____	<i>mirrors, windows, windshield clean & free of defects</i>
LIGHTING/WARNING EQUIPMENT	_____	_____	emergency lights (overhead and/or strobes)
	_____	_____	headlights
	_____	_____	taillights and brake lights
	_____	_____	directional signals
	_____	_____	spotlights
	_____	_____	horn
FUEL TANK(S) TOPPED OFF?	_____	_____	

All vehicles should have NO LESS THAN ½ TANK FUEL after inspection is completed.

BODY DAMAGE NOTED _____

COMMENTS _____

WORK SESSION AGENDA
CHARTER TOWNSHIP OF YPSILANTI
MONDAY, FEBRUARY 11, 2013

6:00 P.M.

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

1. REIMAGINE WASHTENAW PRESENTATION – NATHAN VOGHT
2. RUTHERFORD POOL SUPPORT DISCUSSION
3. REVIEW AGENDA
4. OTHER DISCUSSION

ReImagine Washtenaw Avenue



Project Update
Ypsilanti Charter Township
Board of Trustees
February 11, 2013

Nathan Voght, Project Manager

Washtenaw County Office of Community and Economic Development

www.washtenawavenue.org

www.facebook.com/reimaginewashtenaw

@washtenawavenue

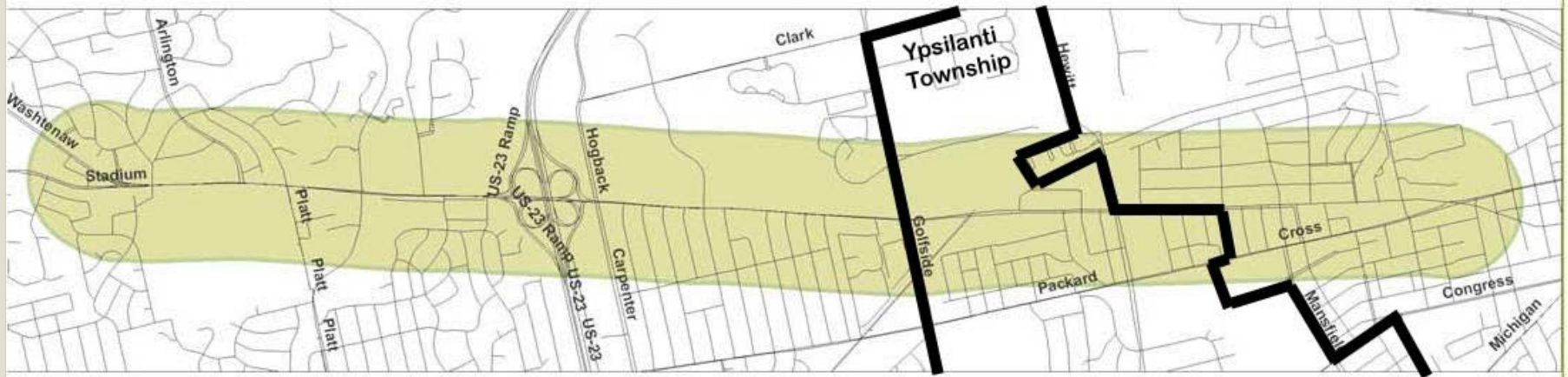




What is ReImagine Washtenaw?

A multi-jurisdictional, cooperative planning and implementation effort to TRANSFORM Washtenaw Avenue around efficient mass transit into an attractive, vibrant, walkable, mixed-use corridor, with sense of place.

Study Area



Quick Stats:

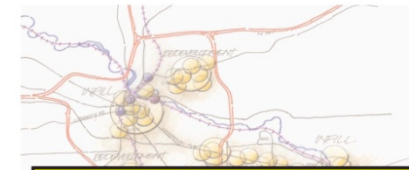
5 Miles Long x 1/4 mile wide
(0.7 mile (N) and 1.1 mile (S) segment in Ypsilanti Township)
1.25 square miles of land
1600 acres of land
100 acres is under-utilized and appropriate
for infill or redevelopment
4,452 housing units

Previous Studies



RE-IMAGINING WASHTENAW AVENUE

Multidisciplinary Action Project Report
Washtenaw County
University of Michigan Stephen M. Ross School of Business
April 2010



Re-Imagining Washtenaw Avenue

A Vision for Corridor Redevelopment

Regional cooperation to improve the investment environment and retrofit Washtenaw Avenue to a compact, walkable mixed-use transit corridor.



and the Washtenaw Avenue Action Team



Washtenaw Avenue Corridor Green Infrastructure Assessment

January 2012

SEMCOG ... Creating Success in Southeast Michigan
Southeast Michigan Council of Governments

WASHTENAW AVENUE

Corridor
Redevelopment
Strategy



2010

Public Outreach/Input Since 2008

H3

- ❖ 6 Visioning Workshops/Design Charrettes
- ❖ 1 online survey
- ❖ 1 online concern mapping exercise
- ❖ 1 visual preference survey
- ❖ 3 business-owner specific meetings
- ❖ 3 all-corridor land owner meetings
- ❖ 1 Impact Event presentation
- ❖ 8 community board/council presentations
- ❖ 3 neighborhood-specific meetings
- ❖ 4 community public hearings
- ❖ 1 Concentrate Speaker Series event
- ❖ 10 articles
- ❖ 2 radio interviews, 2 follow-up slots
- ❖ Other groups presented to: HBA, Chambers, WATS Technical & Policy Committees, AATA Senior Staff, UofM, EMU, Urban County



Slide 5

H3

Public outreach/input since when? want to give a context w.r.t. timeline

Home, 2/3/2013

Community Shared Goals

Mixed use corridor

Housing, retail space, office space, all easily accessible through high quality transit

Vibrant neighborhoods and commercial areas connected by safe and pleasant walking and biking facilities



Current Active Partners



Ypsilanti Township

the official website of the
Charter Township of Ypsilanti



OFFICE OF COMMUNITY & ECONOMIC DEVELOPMENT



A2YChamber
ANN ARBOR / YPSILANTI REGIONAL CHAMBER

Why Washtenaw Avenue?

- High Traffic Volumes
- Highest Transit Ridership
- High Housing Density
- Connects numerous large institutions/organizations
- Existing infrastructure
- Auto-centric corridor with access management issues
- Poor non-motorized network
- Willing partners

How will we do it?

Corridor Redevelopment Strategy

- Provide efficient and reliable mass transportation
- “Pulsing” higher density development at Node intersections.
- Create “Sense of Place” at Nodes.
- Encourage Transit Oriented Development to better integrate transit with adjacent land uses.
- Add and/or complete walking and biking networks.
- Provide range of housing opportunities and choices.
- Improving stormwater management through green infrastructure.
- Update Master Plans and Zoning Ordinances in all communities to implement the ReImagine Washtenaw vision.

Ypsilanti Township Vision-2007 Master Plan

- 2012 Master Plan Process underway
- 2007 Master Plan Town Center Designation
 - Walkable
 - Mixed-Use
 - Residential above commercial
 - Integrated into a pedestrian-friendly area
 - Activity center with sense of place
 - Transit Oriented Development
 - Support expansion of transit
 - Buildings relate to street
 - Parking lots behind buildings
- 2010 Corridor Redevelopment Strategy applies Town Center concepts at “Node” intersections

Vision for Building Form



2010 Redevelopment Strategy – “Nodes”

Twp. —————> <———— Ypsilanti Twp. —————> <———— City of Ypsilanti



Zoning Implementation



Washtenaw County is HUD Challenge Grant Recipient

- Three year grant, 2012 through 2014
- County/Ypsilanti Township contract to utilize HUD funding to amend Master Plan, zoning regulations, and design guidelines to implement the ReImagine Washtenaw concepts.
- County also funding Pittsfield Township and City of Ypsilanti Master Plan and zoning regulations for the corridor.
- Coordinated approach assisted by Carlisle/Wortman Associates and LSL Planning through Joint Work Plan (see next slide).
- End result is cohesive and consistent development standards for the entire corridor.



Joint Work Plan

Pittsfield and Ypsilanti Townships

- Regional, cooperative approach favored by HUD.
- County has individual contracts with Pittsfield Township, Ypsilanti Township, and City of Ypsilanti to use HUD funding for MP/ZO updates.
- Joint Work Plan developed by Carlisle/Wortman Associates, LSL Planning, Washtenaw County, and planners from both communities, and attached to contracts.
- Work Plan coordinates two separate efforts in Pittsfield and Ypsilanti Townships to incorporate ReImagine Washtenaw concepts in the Master Plan, Zoning Ordinance, and Design Guidelines.
- City of Ypsilanti's Master Plan and Zoning update process will make use of and incorporate Work Plan products.



Ypsilanti Township

the official website of the
Charter Township of Ypsilanti



Ypsilanti Township Progress

- Golfside Rd. "Road Diet" and intersection pedestrian improvements



Ypsilanti Township Progress

- Pedestrian Crossing/Sidewalks



Before



After

Current Corridor Projects

- Master Plan/Zoning Updates, Joint Work Plan
- Corridor right-of-way, transit station, multi-modal facilities design study (2013)
- Transportation Demand Management technical assistance from Smart Growth America (2013)
- Transit Signal Priority initiative (2014)
- AATA doubling of weekday service on route 4

2013 Outlook

- Presentations to all units and continued outreach/education to the public on our efforts
- April public meetings for ROW/Transit Station Design/Multi-Modal study
- June completion of Transportation Demand Management Technical Assistance
- Complete Master Plan and Zoning updates for Ypsilanti and Pittsfield Townships
- City of Ypsilanti Master Plan and Zoning Ordinance update process underway, complete in 2014
- Continue infill of the non-motorized network
- AATA doubling of weekday service on route 4
- Review of ReImagine Washtenaw organizational structure

QUESTIONS?

www.WashtenawAvenue.org

Nathan Voght

voghtn@ewashtenaw.org

734-222-3860



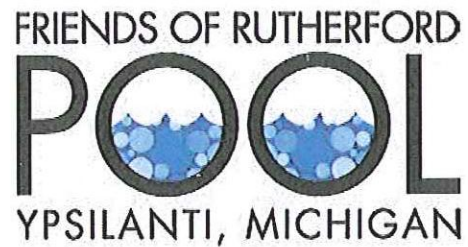
Ypsilanti Township

the official website of the
Charter Township of Ypsilanti



18 January 2013

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



Dear Brenda,

Friends of Rutherford Pool (FORP) continue to be grateful to the Township for your wonderful partnership on the Rutherford Pool Rebuild Project. The time and energy that you and others at the Township have put in to help advocate for the project and to make connections with local businesses have been extremely helpful. Moreover, the financial support provided by the Township in 2011 has helped us leverage other funding, including encouraging the City of Ypsilanti to make a cash commitment of \$25,000.

I am writing to request \$5,000 in additional support from Ypsilanti Township at this very critical juncture. Despite our success in moving the project forward solely with volunteers, including raising well over the \$720,000 originally estimated as a solid goal to begin the rebuild, a number of items have developed that require us to raise between \$950,000 to \$1,000,000 for the pool construction to begin. The reasons for these increases include:

- Pool construction estimates we received 18 months ago have gone up over 15% due, in part, to a general improvement in the economy.
- The completed plans include a new equipment building (\$45,000) that is necessary to meet code requirements
- The State requires us to comply with prevailing wage laws, and the City is requiring us to establish a contingency fund.

Since April 2011, FORP has raised **\$925,000** in gifts, pledges and a loan. This total includes a no-interest bridge loan from the County for \$75,000 and will be required to be repaid. Therefore, our Board is working tirelessly to raise an additional \$75,000 to ensure that we can begin the rebuild this spring. If we succeed in raising \$75,000 and the pool construction costs come in at the lower end of the estimate (\$950,000) we will not have to borrow as much from the County.

Several important steps have occurred in the past months to move the project forward:

- In October, FORP completed a bid process and hired Kadushin & Associates, a local architectural and design firm, to undertake the pool design. Kadushin partnered with Water Technologies Inc (WTI), aquatic planners from Wisconsin, to assist in the process. WTI has designed several local municipal pools, including Rolling Hills in Ypsilanti Township.
- Architectural plans were completed, submitted and approved by the Ypsilanti City Planning Commission.
- The certified plans have been submitted to the State DEQ and DNR, which must now approve the plans before sending them out for construction bid.

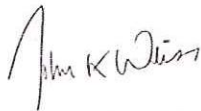
Meanwhile Kadushin& Associates are working on a construction bid package and RFP that will be ready by the end of the month. Once the plans return from the State they will be put out for construction bid. We expect to complete this process and have bids to review by the end of February.

The City of Ypsilanti, the official owner of the pool, and the one liable to the State DNR for its \$300,000 in grant support, will not allow FORP to commence construction until all the funds have been fully secured. It is imperative, therefore, that FORP meet the financial target by the time the construction bids have been submitted and before any agreement with a contractor can be initiated.

Additional support of \$5,000 from Ypsilanti Township will be significant in helping us raise the last \$75,000. It could be the difference between being able to re-build in 2013 or waiting another year.

We thank you in advance for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "John Weiss".

John Weiss, Chair
Friends of Rutherford Pool

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD
MEETING AGENDA

OTHER DISCUSSION

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

**CHARTER TOWNSHIP OF YPSILANTI
REGULAR MEETING
MONDAY, FEBRUARY 11, 2013**

**BRENDA L. STUMBO, SUPERVISOR
KAREN LOVEJOY ROE, CLERK
LARRY J. DOE, TREASURER
TRUSTEES:
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN**

AGENDA

TIME AND PLACE	7:00 P.M.	YPSILANTI TOWNSHIP CIVIC CENTER BOARD ROOM 7200 S. HURON RIVER DRIVE
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1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
4. CONSENT AGENDA
 - A. MINUTES OF THE JANUARY 28, 2013 REGULAR MEETING
 - B. STATEMENTS AND CHECKS
5. SUPERVISOR REPORT
6. CLERK REPORT
7. TREASURER REPORT
8. TRUSTEE REPORT
9. ATTORNEY REPORT
 - A. SETTLEMENT PROPOSAL FROM DEUTSCHE BANK IN THE SUM OF \$8,100.00 IN SETTLEMENT OF ANY LIABILITY FOR PROPERTY LOCATED AT 1650 E. FOREST AVENUE
 - B. GENERAL LEGAL UPDATE

OLD BUSINESS

1. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO PURCHASE SIX (6) NEW VEHICLES THROUGH STATE OF MICHIGAN PURCHASING PLAN (MI DEAL) IN THE APPROXIMATE AMOUNT OF \$145,000, BUDGETED IN LINE ITEM #595.595.000.985.000

NEW BUSINESS

1. BUDGET AMENDMENT #2
2. RESOLUTION NO. 2013-2, GIRLS ON THE RUN ROAD CLOSURE REQUEST
3. RESOLUTION NO. 2013-3, YPSILANTI COMMUNITY UTILITIES AUTHORITY (YCUA) WASTEWATER SYSTEM BONDS (CHARTER TOWNSHIP OF YPSILANTI – 3RD QUARTER SFR – RETENTION HEADER/SEPTAGE PROJECTS)
4. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO APPROVE LAKEWOOD FARMS SOUTH DEVELOPMENT AGREEMENT
5. WASHTENAW COUNTY ROAD COMMISSION 2013 YPSILANTI TOWNSHIP LOCAL ROAD BOND PROGRAM AGREEMENT FOR SECTIONS 2 & 24 IN THE AMOUNT OF \$630,000.00 TO BE PAID WITH BOND PROGRAM FUNDS
6. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION FOR LEGAL ACTION, IF NECESSARY, IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE AT PROPERTIES LOCATED AT 2645 WOODRUFF LANE AND S. CONGRESS (K-11-40-352-014)

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

1. REQUEST OF RON FULTON, BUILDING DIRECTOR TO SEEK SEALED BIDS FOR THE DEMOLITION OF 554 & 597 E, GRAND BLVD., 1248 E. CLARK ROAD and 2371 & 2375 WIARD COURT
2. REQUEST OF YPSILANTI TOWNSHIP PARK COMMISSION TO SEEK PROPOSALS FOR PRINTING AND MAILING OF POSTCARDS CONTAINING PARKS AND RECREATION SURVEY INFORMATION

PUBLIC COMMENTS

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 28, 2013 REGULAR MEETING**

PROPOSED

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

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

Members Absent: None

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Jan Barker, CEO Girl Scouts Heart of Michigan stated their new home was located at 444 James L. Hart Parkway. She introduced each of her chief officers and explained each of their duties. Ms. Barker said they were thrilled to be in Ypsilanti Township where they would be servicing approximately 21,000 girls in 34 counties. She explained the campus would offer after school programs, summer day camp, weekend programs, all with hands on learning. Ms. Baker thanked Supervisor Stumbo and Township staff for their help in making it possible for the Girls Scouts Heart of Michigan to move to Ypsilanti Township. She said the welcome mat provided by the Township, helped to sell them on the move.

Harold Staulburgh said he had the good fortune to represent the owner of the property and the welcome given to the Girl Scouts provided by Supervisor Stumbo, Ron Fulton, Vic Chevette and Joe Lawson helped facilitate the purchase. He stressed it was a pleasure to work with those township representatives.

Supervisor Stumbo stated the Girl Scouts was an excellent program and it was a wonderful addition to our community.

CONSENT AGENDA

- A. MINUTES OF THE JANUARY 14, 2013 WORK SESSION AND REGULAR MEETING**
- B. STATEMENTS AND CHECKS**
- C. DECEMBER 2012 TREASURER REPORT**
- D. 2012 ANNUAL TREASURER REPORT**

A motion was made by Treasurer Doe, supported by Trustee Scott Martin to approve the Consent Agenda. The motion carried unanimously.

SUPERVISOR REPORT

Supervisor Stumbo said rather than read her report regarding the meetings she had attended in the past two weeks, she wanted to address the work on economic development. She stated Ypsilanti Township had lost 47% of the taxable value since 2007 and the only way to grow revenue was to have someone focus on bringing economic development and jobs to the township. Supervisor Stumbo said she had been working toward that goal in the last two weeks by meeting with Ann Arbor SPARK, Eastern Leaders Group, Aerotropolis and AATA.

**CHARTER TOWNSHIP OF YPSILANTI
JANUARY 28, 2013 REGULAR MEETING MINUTES
PAGE 2**

CLERK REPORT

- GM-RACER TRUST-The Elected officials met with representatives from the RACER Trust on Tuesday, January 15, 2013. Discussion included plans for another meeting to help with the redevelopment of the property sometime in February. The RACER representatives shared that this GM site was the top priority site for the RACER group in regards to the need to develop a plan for the future use of the property and to find a purchaser.
- ELECTION ROOM CLEAN UP-Staff worked extensively for several days during the week of January 14-18, 2013 to follow up on the November 2012 election and cleanup of the election room. Staff continues to update the files and to process new registrations, address changes, etc. that arrive daily from the Secretary of State.
- YCUA PROPOSED BOND SALE—Supervisor Stumbo, Treasurer Doe and Clerk Lovejoy Roe along with YCUA Director Castro, Accounting Director Harrigan other YCUA Staff along with bond counsel and financial advisors met on Thursday, January 17, 2013 to discuss the proposed sale of bonds for Township water and sewer capital improvement projects. The plan is to bring the request for authorization to sale bonds for water/sewer work in Ypsilanti Township to the first Township Board meeting in February.
- MML INSURANCE--On January 15, 2013 Nancy Hare, Nancy Wrybkowski, and Clerk Lovejoy Roe met with Judith Thomson-Torosian from MML, the Ypsilanti Township insurance carrier to discuss the renewal of the insurance policy. Once again, MML will be presenting Ypsilanti Township with a dividend check in 2013. The premium has also been reduced for the renewal.
- YPSILANTI TOWNSHIP/UAW 898 HABITAT BUILD--On Saturday, January 26, 2013, several township employees and elected officials joined together with the elected leadership and membership of UAW Local 898-Ford Rawsonville Plant to work on a Habitat home on Parkwood in Ypsilanti Township. Much work was accomplished and the build team had the opportunity to work side by side with the future owner, a veteran, and the construction leader from Habitat. A very special thank you to Tim Hortons and Dunkin Donuts on Hewitt Road in Ypsilanti Township for the donation of donuts and coffee. Also, a thank you is due to UAW Local 898 who provided lunch for the entire team of workers. Thank you for all the Ypsilanti Township employees and members of UAW Local 898 along with Ypsilanti Township resident, Ms. Kaiser for volunteering and making our very first Habitat Build a great success.
- AATA Urban County Transit Plans—Supervisor Stumbo and Clerk Lovejoy Roe continue to meet with other elected officials and AATA staff to explore the next steps for expanding transit services in Washtenaw County.

TRUSTEE REPORT

Trustee Mike Martin thanked Ann Arbor.com freelance reporter, Tom Perkins for doing the story on the Ypsilanti Township/UAW 898 Habitat build.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters provided a brief updated on the blight issue at Liberty Square and stated the Township was moving forward with the grant application. He

**CHARTER TOWNSHIP OF YPSILANTI
JANUARY 28, 2013 REGULAR MEETING MINUTES
PAGE 3**

further added the Township was working to have the owners of the former mobile home parks at Harris Road and Michigan Avenue held responsible for the cleanup cost.

Attorney Winters said in August of 2012, Township Officials along with Lt. Anuszkiewicz, Judge Pope, Mike Radzik and himself met to come up with a collaborative effort to examine the decline in drunk driving arrests. He stated that since that meeting, the number of drunk driving arrests between August and December increased by 300%. Attorney Winters said the results and progress were impressive.

NEW BUSINESS

1. BUDGET AMENDMENT #1

Clerk Lovejoy Roe read the resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve Budget Amendment #1 (see attached). The motion carried unanimously.

2. REQUEST OF KAREN WALLIN, HUMAN RESOURCE DEPARTMENT FOR AUTHORIZATION TO HIRE PART-TIME HELP DESK SPECIALIST THROUGH MANPOWER, INC., BUDGETED IN LINE ITEM #101.266.000.707.000

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to authorize hiring of part-time Help Desk Specialist through Manpower.

Travis McDugald, IS Manager said it was an entry-level position that could help employees with software type issues. He further stated that Manpower completed all background checks.

The motion carried unanimously.

3. REQUEST TO APPROVE AND RETAIN ECONOMIC DEVELOPMENT PROFESSIONAL IN THE AMOUNT OF \$35,000 PLUS REIMBURSABLE EXPENSES, BUDGETED IN LINE ITEM #101.956.000.801.000

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve and retain Economic Development Professional in the amount of \$35,000, plus reimbursable expenses.

Supervisor Stumbo introduced Mark Perry as the Economic Development Professional who had been the Site Selection Director for MASCO and had been all over the world locating sites. She also indicated that Mr. Perry was a broker, pilot and had also served on boards at Ann Arbor SPARK and Metro Airport. Supervisor Stumbo stressed that he would be dedicated to seeking new businesses, as well as retaining and expanding existing businesses. She stated that the full-time officials had met with the Eastern Leaders Group who agreed to contribute \$7,500 toward the reimbursable expenses. A conference call was scheduled with Racer Trust Group to discuss their possible contribution toward expenses as well.

Mark Perry explained that there was a scope of work but the details had not yet been worked out. He said once they meet to develop the details of the scope of work, marketing plans and strategies, dollar amounts for the expenses would be decided.

**CHARTER TOWNSHIP OF YPSILANTI
JANUARY 28, 2013 REGULAR MEETING MINUTES
PAGE 4**

Supervisor Stumbo stressed that it was their goal to have the expenses 100% covered by contributions from other entities. She assured the Board that any reimbursable expense would always come before the Board for approval.

Mr. Perry reiterated that all marketing, travel and entertainment would be preapproved by the Board. He stated he planned to use his extensive experience and networking to sell the community. Mr. Perry said he would contact everyone he knew to bring attention to the project area once it had been determined. He said he would be meeting with the leadership to discuss the priority and goals of marketing the commercial and industrial properties.

The motion carried unanimously.

4. SET PUBLIC HEARING DATE OF MONDAY, FEBRUARY 25, 2013 AT APPROXIMATELY 7:00 P.M. – REQUEST OF SENSITILE SYSTEMS, LLC, LOCATED AT 1735 HOLMES ROAD IN YPSILANTI TOWNSHIP, FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to set a public hearing date of Monday, February 25, 2012 at approximately 7:00 p.m. to hear the request of Sensitile Systems, LLC, located at 1735 Holmes Road in Ypsilanti Township, for an Industrial Facilities Exemption Certificate. The motion carried unanimously.

AUTHORIZATIONS AND BIDS

1. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO PURCHASE SIX (6) NEW VEHICLES THROUGH STATE OF MICHIGAN PURCHASING PLAN (MI DEAL) IN THE APPROXIMATE AMOUNT OF \$145,000, BUDGETED IN LINE ITEM #595.595.000.985.000

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve purchase of six (6) new vehicles through the State of Michigan Purchasing Program, in the approximate amount of \$145,000.

Jeff Allen, RSD Director provided a brief summary explaining his request to purchase the new vehicles. He stated a long-term plan to address the vehicle fleet was being developed. Discussion followed.

Trustee Eldridge said he was not willing to vote for new vehicles unless there was a maintenance standard in place and he requested a copy of that standard.

Supervisor Stumbo said there would be a checklist in each vehicle to be completed before and after driving the vehicle. She said Carl Girbach, Public Services Superintendent was in the process of developing the checklist/policy, which would be brought to the next meeting.

Trustee Eldridge requested the total cost be brought back to the Board prior to making the purchase.

Clerk Lovejoy Roe suggested looking at the Chevy Volt and the Ford C-MAX Hybrid, which have higher gas mileage ratings.

Trustee Martin asked Mr. Allen to make sure the vehicle VIN numbers started with a 1 or 2 to ensure they were built in the United States or Canada.

A friendly amendment was made to authorize proceeding with obtaining addition cost for necessary upgrades, to ensure vehicles were made in America and to bring the final cost back to the Board for approval. The friendly amendment was accepted. The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
JANUARY 28, 2013 REGULAR MEETING MINUTES
PAGE 5**

- 2. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO SEEK PROPOSALS FOR ARCHITECTURAL SERVICES FOR NEEDED UPGRADES AT FORMER MICHIGAN STATE POLICE POST AND TO ALLOW RESIDENTIAL SERVICES DIRECTOR TO MAKE THE SELECTION WITH APPROVAL OF THE THREE FULL-TIME OFFICIALS, BUDGETED IN LINE ITEM #266.301.000.931.015**

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to seeking proposals for architectural services for needed upgrades at former Michigan State Police Post and to allow Residential Services Director to make the selection with approval of the three full-time officials.

Trustee Martin stated he was fine with obtaining proposals but he felt it final selection should come back to the Board for approval.

Jeff Allen, RSD Director briefly reviewed some of the updates that were needed.

A friendly amendment was made to proceed with obtaining proposals with final approval by the Board. The friendly amendment was accepted. The motion carried unanimously.

ADJOURNMENT

A motion was made by Clerk Lovejoy Roe, supported by Trustee Doe to adjourn the meeting. The motion carried unanimously.

The meeting adjourned at approximately 8:04 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

2013 BUDGET AMENDMENT #1

JANUARY 28, 2013

101 - GENERAL OPERATIONS FUND

Total Increase

\$35,000.00

Increase the other functions department for professional services line item 101-956-000-801.000 for contracting of an Economic Development professional to assist in the attracting of new business and retention/expansion of existing business development. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101.000.000.699.000	<u>\$35,000.00</u>
		Net Revenues	<u><u>\$35,000.00</u></u>
Expenditures:	Professional Services	101-956-000-801.000	<u>\$35,000.00</u>
		Net Expenditures	<u><u>\$35,000.00</u></u>

595-MOTORPOOL FUND

Total Increase

\$145,000.00

Increase the budget for capital outlay for vehicles in line item 595-595-000-985.000 for the purchase of 6 vehicles and fees for title and transfer expenses not to exceed \$145,000. (list of vehicles in agenda packet) Each department that uses a motor pool vehicle pays the motor pool a monthly lease for the vehicles. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	595.000.000.699.000	<u>\$145,000.00</u>
		Net Revenues	<u><u>\$145,000.00</u></u>
Expenditures:	Professional Services	595-595-000-985.000	<u>\$145,000.00</u>
		Net Expenditures	<u><u>\$145,000.00</u></u>

Motion to Amend the 2013 Budget (#1):

Move to increase the General Fund budget by \$35,000 to \$7,435,864 and approve the department line item changes as outlined.

Move to increase the Motor Pool Fund budget by \$145,000 to \$279,620 and approve the department line item changes as outlined.

CHECK NUMBERS 160456 - 160492

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Hand Checks					
Bank AP AP					
01/23/2013	AP	160456	4709	ALLEGRA PRINTING AND IMAGING	3,850.62
01/23/2013	AP	160457	6821	AT & T	61.54
01/23/2013	AP	160458	6821	AT & T	52.53
01/23/2013	AP	160459	0363	COMCAST CABLE	81.95
01/23/2013	AP	160460	0363	COMCAST CABLE	81.90
01/23/2013	AP	160461	16370	PROGRESSIVE BENEFIT SOLUTIONS	1,162.50
01/23/2013	AP	160462	16370	PROGRESSIVE BENEFIT SOLUTIONS	21,513.14
01/23/2013	AP	160463	1475	VERIZON WIRELESS	679.88
01/23/2013	AP	160464	1475	VERIZON WIRELESS	1,117.60
01/23/2013	AP	160465	6039	WASTE MANAGEMENT*	180.00
01/23/2013	AP	160466	6039	WASTE MANAGEMENT*	175.00
01/23/2013	AP	160467	0480	YPSILANTI COMMUNITY	398.59
01/23/2013	AP	160468	15148	LASERTEC	395.37
01/28/2013	AP	160469	5049	BLUE CROSS BLUE SHIELD OF MI	231,260.64
01/28/2013	AP	160470	16509	CLEAR RATE COMMUNICATIONS, INC	1,148.98
01/28/2013	AP	160471	0363	COMCAST CABLE	211.95
01/28/2013	AP	160472	0363	COMCAST CABLE	121.90
01/28/2013	AP	160473	0363	COMCAST CABLE	81.90
01/28/2013	AP	160474	DEARBORNAT	DEARBORN NATIONAL LIFE INSURANCE	2,942.82
01/28/2013	AP	160475	2002	DELTA DENTAL PLAN OF MICHIGAN	13,720.47
01/28/2013	AP	160476	0119	DTE ENERGY**	80,538.51
01/28/2013	AP	160477	0253	MCLAIN AND WINTERS	85,362.64
01/28/2013	AP	160478	0629	MICHIGAN ASSOC. OF MUNICIPAL CLERKS	60.00
01/28/2013	AP	160479	0629	MICHIGAN ASSOC. OF MUNICIPAL CLERKS	40.00
01/28/2013	AP	160480	16486	PAETEC	419.93
01/28/2013	AP	160481	PAETEC	PAETEC	7.39
01/28/2013	AP	160482	4402	TDS METROCOM	883.24
01/28/2013	AP	160483	6039	WASTE MANAGEMENT*	225.00
01/31/2013	AP	160484	6821	AT & T	42.16
01/31/2013	AP	160485	6821	AT & T	22.84
01/31/2013	AP	160486	6821	AT & T	200.87
01/31/2013	AP	160487	0363	COMCAST CABLE	113.74
01/31/2013	AP	160488	0363	COMCAST CABLE	81.90
01/31/2013	AP	160489	0363	COMCAST CABLE	211.90
01/31/2013	AP	160490	1475	VERIZON WIRELESS	85.43
01/31/2013	AP	160491	15934	WASTE MANAGEMENT	211.13
01/31/2013	AP	160492	0480	YPSILANTI COMMUNITY	94.22

AP TOTALS:

Total of 37 Checks:	447,840.18
Less 0 Void Checks:	0.00
Total of 37 Disbursements:	447,840.18

Accounts Payable Checks — 258,195.81

Hand Checks — 447,840.18

Grand Total — 706,035.99

CHECK NUMBERS 160493 - 160573

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
02/05/2013	AP	160493	2937	A & R TOTAL CONSTRUCTION, INC.	741.72
02/05/2013	AP	160494	8412	ACO HARDWARE	64.51
02/05/2013	AP	160495	15493	ADAM KURTINAITIS	570.00
02/05/2013	AP	160496	4709	ALLEGRA PRINTING AND IMAGING	318.00
02/05/2013	AP	160497	15184	AMERIGAS - YPSILANTI	378.89
02/05/2013	AP	160498	0022	ANN ARBOR WELDING SUPPLY CO	282.15
02/05/2013	AP	160499	0215	AUTO VALUE YPSILANTI	235.91
02/05/2013	AP	160500	0007	BECKETT & RADEDER	1,960.83
02/05/2013	AP	160501	0195	BEST BUY BUS. ADVANTAGE ACCT.	99.99
02/05/2013	AP	160502	0898	BS & A SOFTWARE	6,140.00
02/05/2013	AP	160503	16315	CAMTRONICS COMMUNICATIONS CO.	14,643.50
02/05/2013	AP	160504	6015	CENTRON DATA SERVICES	7,145.00
02/05/2013	AP	160505	0870	CHARTER TOWNSHIP OF SUPERIOR	51.96
02/05/2013	AP	160506	2276	CINCINNATI TIME SYSTEMS	678.45
02/05/2013	AP	160507	0582	CONGDON'S	213.26
02/05/2013	AP	160508	CONSTANT	CONSTANT CONTACT	462.00
02/05/2013	AP	160509	16212	DELL MARKETING L.P.	1,155.60
02/05/2013	AP	160510	DUOSAFETY	DUO SAFETY LADDER CORP	107.24
02/05/2013	AP	160511	6515	EMERGENCY MEDICAL PRODUCTS	837.75
02/05/2013	AP	160512	2913	EMERGENCY VEHICLE SERVICES	199.88
02/05/2013	AP	160513	FLAMEFURNA	FLAME FURNACE	5.00
02/05/2013	AP	160514	15034	FONDRIEST ENVIRONMENTAL, INC	1,215.54
02/05/2013	AP	160515	0135	FORMS TRAC, ENTERPRISES	242.64
02/05/2013	AP	160516	GMANCINI	GIULIANO MANCINI	45.00
02/05/2013	AP	160517	0107	GRAINGER	737.47
02/05/2013	AP	160518	6414	GRIFFIN PEST SOLUTIONS	58.00
02/05/2013	AP	160519	11273	HAZCO-ASC MASTER TECH	840.90
02/05/2013	AP	160520	0503	HOME DEPOT	292.22
02/05/2013	AP	160521	6237	INTERNATIONAL CODE COUNCIL	24.75
02/05/2013	AP	160522	6357	JUMP-A-RAMA	1,023.40
02/05/2013	AP	160523	0391	KONICA MINOLTA - ALBIN	70.06
02/05/2013	AP	160524	MANPOWER	MANPOWER	594.00
02/05/2013	AP	160525	0158	MARK HAMILTON	1,500.00
02/05/2013	AP	160526	15550	MATTA BLAIR, PLC	1,485.00
02/05/2013	AP	160527	0253	MCLAIN AND WINTERS	9,775.00
02/05/2013	AP	160528	6043	MEADOWBROOK, INC.	55.00
02/05/2013	AP	160529	16001	MICHAEL MEYER	30.00
02/05/2013	AP	160530	8036	MICHIGAN ASSOC. OF PLANNING	1,167.44
02/05/2013	AP	160531	6006	MICHIGAN FIRE INSPECTORS	30.00
02/05/2013	AP	160532	16461	MICHIGAN LINEN SERVICE, INC.	1,470.51
02/05/2013	AP	160533	0044	MICHIGAN MUNICIPAL LIABILITY	176,818.00
02/05/2013	AP	160534	11271	MILL CREEK SPORT CENTER	1,592.15
02/05/2013	AP	160535	1460	MOORE MEDICAL SUPPLY	841.25
02/05/2013	AP	160536	0261	MUZZALL BUSINESS FORMS	180.42
02/05/2013	AP	160537	6269	NFPA	150.70
02/05/2013	AP	160538	1937	OFFICE DEPOT	55.99
02/05/2013	AP	160539	2997	OFFICE EXPRESS	1,831.29
02/05/2013	AP	160540	1081	OKINAWAN KARATE CLUB	664.30
02/05/2013	AP	160541	0309	ORCHARD, HILTZ & MCCLIMENT INC	246.50
02/05/2013	AP	160542	0585	OVERHEAD DOOR COMPANY	409.98
02/05/2013	AP	160543	2966	PITNEY BOWES	1,860.00
02/05/2013	AP	160544	6045	QPS PRINTING	213.41
02/05/2013	AP	160545	6953	QUILL OFFICE SUPPLIES	84.21
02/05/2013	AP	160546	3214	RENT A WRECK	109.00
02/05/2013	AP	160547	0634	SAM'S CLUB DIRECT	172.62
02/05/2013	AP	160548	SKOBISH	SANDI KOBISH	35.00
02/05/2013	AP	160549	0383	SHERWIN WILLIAMS COMPANY	64.22
02/05/2013	AP	160550	6288	SIGNS BY TOMORROW	50.50
02/05/2013	AP	160551	6757	SMETKA HEATING & COOLING	1,572.00
02/05/2013	AP	160552	15751	SOUTHERN COMPUTER WAREHOUSE	903.68
02/05/2013	AP	160553	1507	SPARTAN DISTRIBUTORS	31.83
02/05/2013	AP	160554	16364	SPICER GROUP	1,126.01
02/05/2013	AP	160555	0872	STATE OF MICHIGAN#	101.11
02/05/2013	AP	160556	6509	SUNSHINE MEDICAL	1,968.50
02/05/2013	AP	160557	1227	TARGET INFORMATION	445.50
02/05/2013	AP	160558	15941	TODD BARBER	1,325.00
02/05/2013	AP	160559	8621	UNEMPLOYMENT INSURANCE AGENCY	500.07
02/05/2013	AP	160560	6523	UNIQUE 1 SERVICE	2,095.14
02/05/2013	AP	160561	0103	VICTOR CHEVRETTE	79.96
02/05/2013	AP	160562	6627	VICTORY LANE	47.58
02/05/2013	AP	160563	7035	WASHTENAW COMMUNITY COLLEGE#	84.32
02/05/2013	AP	160564	7005	WASHTENAW COUNTY TREASURER	72.93
02/05/2013	AP	160565	7005	WASHTENAW COUNTY TREASURER	2,155.00
02/05/2013	AP	160566	0444	WASHTENAW COUNTY TREASURER#	2,350.00
02/05/2013	AP	160567	7042	WASHTENAW INTERMEDIATE	24.80
02/05/2013	AP	160568	3011	WEST PAYMENT CENTER	104.76
02/05/2013	AP	160569	0480	YPSILANTI COMMUNITY	518.50
02/05/2013	AP	160570	7034	YPSILANTI DISTRICT LIBRARY	16.62

CHECK NUMBERS 160493 - 160573

Check Date	Bank	Check	Vendor	Vendor Name	Amount
02/05/2013	AP	160571	7039	YPSILANTI SCHOOL DISTRICT	81.12
02/05/2013	AP	160572	0494	ZEE MEDICAL SERVICE COMPANY	78.84
02/05/2013	AP	160573	0729	ZEP MANUFACTURING COMPANY	184.43

AP TOTALS:

Total of 81 Checks:	258,195.81
Less 0 Void Checks:	0.00
Total of 81 Disbursements:	258,195.81

SUPERVISOR REPORT

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

CLERK REPORT

FEBRUARY 11, 2013

Submitted by Karen Lovejoy Roe, Clerk

- **GM-RACER TRUST**-The Elected officials and Mark Perry, Economic Development Professional for Ypsilanti Township met with representatives from the RACER Trust, Washtenaw County, Detroit Regional Chamber of Commerce, Wayne County EDGE, MEDC, Willow Run Airport and several brokers and developers to plan for the future of the Willow Run General Motors property on Wednesday, February 6, 2013.
- **STORAGE ROOM CLEAN UP**-Work is underway for file organization and clean up in the Clerk's Storage Room for 2012 year end.
- **NEW MONO PAD PRESENTATION BOARD** -Training was held for staff on the use of the new mono pad board for conference and board room presentations on Thursday, January 31, 2013. The training was conducted by Travis McDugald, IS Department Director.
- **PASSPORTS**-Clerk's staff continues to process passports daily. As travels plans are being made for 2013 the passport requests are increasing during this time of year.
- **OFFICE OF RECOVERY FOR AUTO COMMUNITIES AND WORKERS**-Supervisor Stumbo, Treasurer Doe and Clerk Lovejoy Roe met through a conference call with staff from the Office of Recovery for Auto Communities and Workers, a Federal Government Agency to discuss support and help with marketing the Willow Run GM Property on Tuesday, February 5, 2013. Follow up meeting/calls are planned as Ypsilanti Township continues to seek help in marketing this property for job creation.
- **ECONOMIC DEVELOPMENT MEETING**-Supervisor Stumbo, Treasurer Doe, Clerk Lovejoy Roe, Attorney Doug Winters and Economic Development Professional Mark Perry met on Tuesday, February 5, 2013 to discuss plans for economic development in Ypsilanti Township.
- **WASHTENAW COUNTY ELECTION COORDINATING MEETING**-Clerk Lovejoy Roe attended a meeting for coordinating elections in Washtenaw County at Pittsfield Township on Wednesday, January 30, 2013.

TREASURER REPORT

THERE IS NO WRITTEN TREASURER REPORT

TRUSTEE REPORT

THERE IS NO WRITTEN TRUSTEE REPORT

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

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

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

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

February 1, 2013

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

**EXEMPT UNDER FREEDOM OF INFORMATION ACT
MCL 15.243(13)(G)
INFORMATION ON OR RECORDS SUBJECT TO
ATTORNEY/CLIENT PRIVILEGE**

Re: ***Charter Township of Ypsilanti v John Anipen, et al.; Washtenaw
County Circuit Court Case Number 12-187-CZ; Honorable Melinda
Morris***

1650 E. Forest

Place Settlement Proposal with Bank on Next Township Agenda

Dear Township Clerk:

In accordance with the letter I recently sent the entire Board, the defendant Deutsche Bank has offered the sum of \$8,100.00 in settlement of any liability for the property at 1650 E. Forest. Township legal counsel recommends this settlement but the entire Board should be given the opportunity to approve or deny. Please let me know if there is any difficulty with this request as I have advised the bank's attorney that we cannot officially accept the proposal until the Board gives approval. Thank you.

Sincerely,



Dennis O. McLain

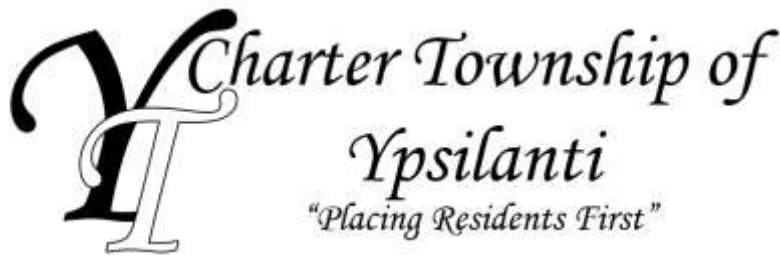
/js

cc: Brenda Stumbo, Supervisor Larry Doe, Treasurer
Trustees Mike Radzik
Ron Fulton Bill Elling
Wm. Douglas Winters

ATTORNEY REPORT

GENERAL LEGAL UPDATE

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



Residential Services

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

MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Jeff Allen, Director of Residential Services

DATE: January 31, 2013

RE: Request to purchase vehicles for various departments-REVISED

In order to maintain our fleet in a reasonable condition, I am requesting that we purchase some new vehicles.

The plan is to purchase 3- Ford Explorer's for the Office of Community Standards. Currently, they are using GMC (2004 Canyon's & a 2003 S-15) to do their inspections. These vehicles are now coming up on 10 years old & do not quite fit the new type of hybrid job that this department is doing. The added building inspection/enforcement has brought on the need for carrying a ladder secured in the vehicle and the Explorer gives them the room for this.

We are also proposing to purchase a new Ford Focus for the Assessing Department. This would replace the 2000 Ford Escort in their fleet of 2 cars. (The other is a 2003 Cavalier). This old vehicle has served its purpose and at 13 years old, it is about to become a maintenance problem.

Finally, we are proposing to purchase 2 Ford F-250 4X4's with plows to help in our snow plowing efforts. These would replace the 2-1997 current plow trucks we use. These 2 old plow trucks are still in decent shape, but when plowing for 15 years, it has served its life.

As you are aware, we are members of the State of Michigan Purchasing Plan (MI Deal). Through this program, the State does all the bidding and awards a contract to best bidder. We anticipate the cost to be less than \$140,000 for all 6 vehicles, for which there is a budget amendment for your approval. We would plan to pay for these vehicles out of the motorpool fund, 595.595.000.985.000.

The breakdown of the cost per vehicle is as such:

2013 Ford Explorer- 3 @ \$22,161

2013 Ford Focus- 1 @ \$14,070

2013 Ford F-250 – 2 @ \$28,923 = \$138,399

I would ask that you approve a motion for purchase-not to exceed \$140,000.

Upon further research:

All of these vehicles are American made.

All of these vehicles will come with power locks/doors and windows.

The lead time on the Focus & Explorers are 10-12 weeks, the trucks are in stock.

The Ford C Max is listed at \$21,835. In researching the gas mileage differences over a 5 year period, there is only a \$800 difference with fuel at \$4/gal.

The Chevy Colt is not listed on the plan. Therefore, I will stay with the recommendation of the Focus.

I contacted Butman Ford and did not hear back from them, however, it is noted in the spec sheet from Gorno that this is an exclusive deal between the two of us.

CHARTER TOWNSHIP OF YPSILANTI

2013 BUDGET AMENDMENT #2

FEBRUARY 11, 2013

101 - GENERAL OPERATIONS FUND

Total Increase 24,263.00

Increase various general fund departments payout of PTO & Sick Time bank line item ending in 708.004 per agreement of Teamsters Contract payout of 32 hours PTO time at 100% and any additional hours at 75%. This also effect management PTO payouts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101.000.000.699.000	<u>\$16,763.00</u>
		Net Revenues	<u>\$16,763.00</u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	101-171-000-708.004	820.16
	Salaries Pay Out - PTO&SICKTIME	101-201-000-708.004	1,076.80
	Salaries Pay Out - PTO&SICKTIME	101-209-000-708.004	7,804.00
	Salaries Pay Out - PTO&SICKTIME	101-215-000-708.004	820.16
	Salaries Pay Out - PTO&SICKTIME	101-227-000-708.004	2,344.40
	Salaries Pay Out - PTO&SICKTIME	101-253-000-708.004	820.16
	Salaries Pay Out - PTO&SICKTIME	101-266-000-708.004	1,014.08
	Salaries Pay Out - PTO&SICKTIME	101-371-000-708.004	1,000.00
	Salaries Pay Out - PTO&SICKTIME	101-762-000-708.004	624.84
	Salaries Pay Out - PTO&SICKTIME	101-774-000-708.004	<u>438.40</u>
		Net Expenditures	<u>16,763.00</u>

Increase general fund Contributions & Donation revenue line item and Professional Service expenditure line item 101-956-000-801.000 for the \$7,500 donation from the Eastern Leaders Group (ELG) to support the Townships Economic Development Consultant.

Revenues:	Contributions & Donations	101.000.000.675.000	<u>\$7,500.00</u>
		Net Revenues	<u>\$7,500.00</u>
Expenditures:	Professional Services	101-956.000.801.000	<u>7,500.00</u>
		Net Expenditures	<u>\$7,500.00</u>

206 - FIRE FUND

Total Increase \$1,150.00

Increase Payout of PTO & Sick Time bank line item per agreement of Teamsters Contract payout of 32 hours PTO time at 100% and any additional hours at 75%. This also effect management PTO payouts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206.000.000.699.000	<u>\$1,150.00</u>
		Net Revenues	<u>\$1,150.00</u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	206.206.000.708.004	\$1,150.00
		Net Expenditures	<u>\$1,150.00</u>

CHARTER TOWNSHIP OF YPSILANTI

2013 BUDGET AMENDMENT #2

FEBRUARY 11, 2013

226 - ENVIRONMENTAL SERVICES FUND

Total Increase \$1,063.00

Increase Payout of PTO & Sick Time bank line item per agreement of Teamsters Contract payout of 32 hours PTO time at 100% and any additional hours at 75%. This also effect management PTO payouts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	226.000.000.699.000	<u>\$1,063.00</u>
		Net Revenues	<u>\$1,063.00</u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	226-226-000-708.004	<u>\$1,063.00</u>
		Net Expenditures	<u>\$1,063.00</u>

230 - RECREATION FUND

Total Increase \$2,669.00

Increase Payout of PTO & Sick Time bank line item per agreement of Teamsters Contract payout of 32 hours PTO time at 100% and any additional hours at 75%. This also effect management PTO payouts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	230.000.000.699.000	<u>\$2,669.00</u>
		Net Revenues	<u>\$2,669.00</u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	230.751.000.708.004	<u>\$2,669.00</u>
		Net Expenditures	<u>\$2,669.00</u>

248 - RENTAL INSPECTION FUND

Total Increase \$608.00

Increase Payout of PTO & Sick Time bank line item per agreement of Teamsters Contract payout of 32 hours PTO time at 100% and any additional hours at 75%. This also effect management PTO payouts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	248.000.000.699.000	<u>\$608.00</u>
		Net Revenues	<u>\$608.00</u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	248.248.000.708.004	<u>\$608.00</u>
		Net Expenditures	<u>\$608.00</u>

CHARTER TOWNSHIP OF YPSILANTI

2013 BUDGET AMENDMENT #2

FEBRUARY 11, 2013

249 - BUILDING DEPARTMENT FUND

Total Increase \$468.00

Increase Payout of PTO & Sick Time bank line item per agreement of Teamsters Contract payout of 32 hours PTO time at 100% and any additional hours at 75%. This also effect management PTO payouts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	249.000.000.699.000	<u>\$468.00</u>
		Net Revenues	<u>\$468.00</u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	249.249.000.708.004	<u>\$468.00</u>
		Net Expenditures	<u>\$468.00</u>

252 - HYDRO STATION FUND

Total Increase \$827.00

Increase Payout of PTO & Sick Time bank line item per agreement of Teamsters Contract payout of 32 hours PTO time at 100% and any additional hours at 75%. This also effect management PTO payouts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	252.000.000.699.000	<u>\$827.00</u>
		Net Revenues	<u>\$827.00</u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	252.252.000.708.004	<u>\$827.00</u>
		Net Expenditures	<u>\$827.00</u>

266 - LAW ENFORCEMENT FUND

Total Increase \$4,644.00

Increase Payout of PTO & Sick Time bank line item per agreement of Teamsters Contract payout of 32 hours PTO time at 100% and any additional hours at 75%. This also effect management PTO payouts. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	266.000.000.699.000	<u>\$4,644.00</u>
		Net Revenues	<u>\$4,644.00</u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	266.301.000.708.004	<u>\$1,224.00</u>
		266.304.000.708.004	<u>\$3,420.00</u>
		Net Expenditures	<u>\$4,644.00</u>

Motion to Amend the 2013 Budget (#2):

Move to increase the General Fund budget by \$24,263 to \$7,460,127 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$1,150 to \$4,887,557 and approve the department line item changes as outlined.

Move to increase the Environmental Services Fund budget by \$1,063 to \$2,649,938 and approve the department line item changes as outlined.

Move to increase the Recreation Fund budget by \$2,669 to \$914,410 and approve the department line item changes as outlined.

Move to increase the Rental Inspection Fund budget by \$608 to \$83,608 and approve the department line item changes as outlined.

Move to increase the Building Department Fund budget by \$468 to \$279,517 and approve the department line item changes as outlined.

Move to increase the Hydro Station Fund budget by \$827 to \$291,091 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$4,644 to \$6,706,139 and approve the department line item changes as outlined.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2013-2

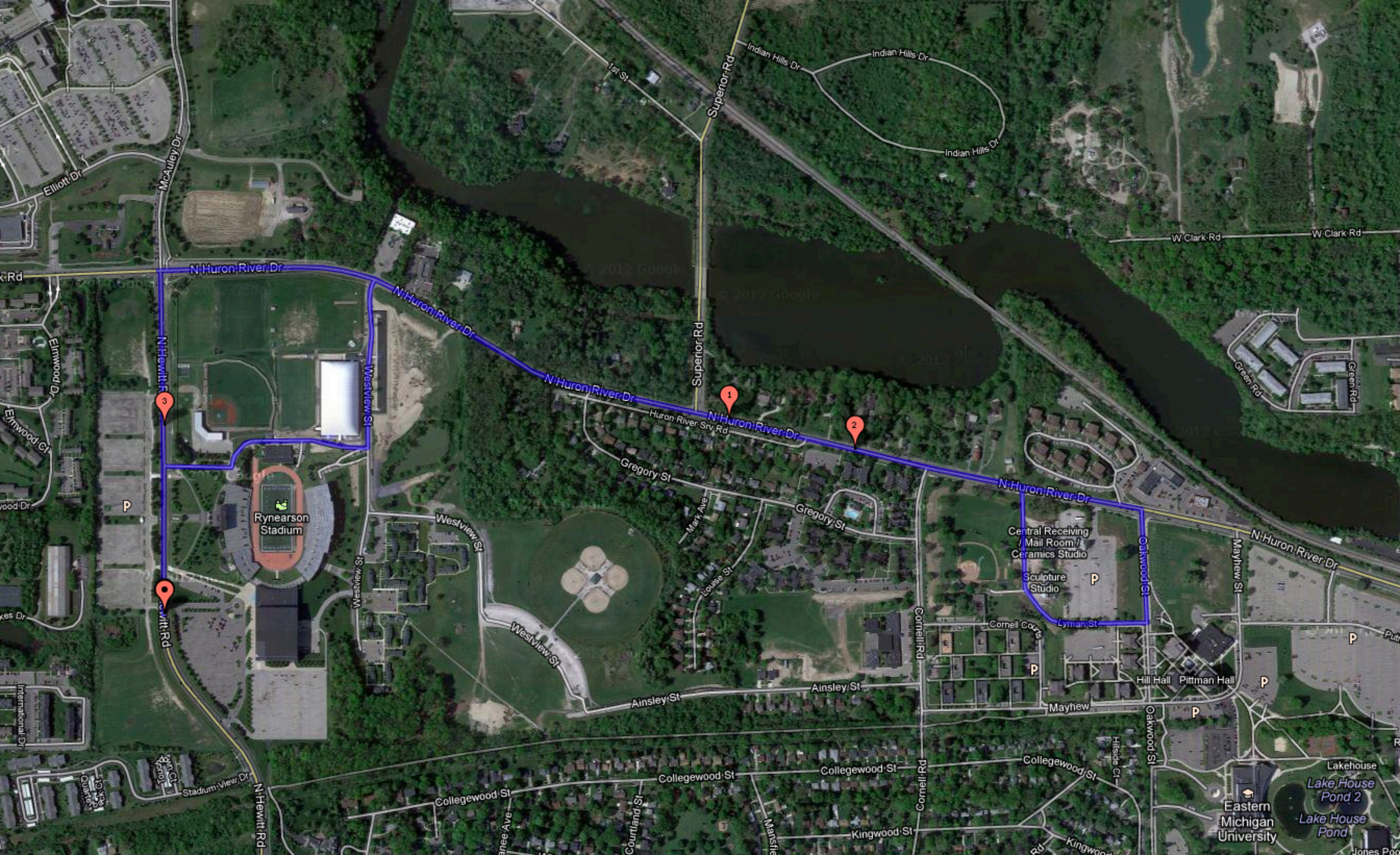
RESOLUTION REGARDING TEMPORARY ROAD CLOSURE

Resolution authorizing the temporary road closure of Hewitt Road between Washtenaw Avenue and Clark Road and both east bound lanes and one west bound lane of N. Huron River Drive between Clark Road and Oakwood Street on Sunday, May 19, 2013 from 8:30 a.m. to 11:00 a.m. for the Girls on the Run of Southeastern Michigan 5K run.

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

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

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



RESOLUTION NO. 2013-3

RESOLUTION APPROVING CONTRACT AND AUTHORIZING NOTICE (Retention Header/Septage Improvements)

Charter Township of Ypsilanti
County of Washtenaw, State of Michigan

Minutes of a regular meeting of the Township Board (the "Governing Body") of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the "Local Unit"), held on the 11th day of February, 2013, at 7:00 o'clock p.m., prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

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

WHEREAS, it is necessary to acquire and construct certain wastewater system improvements, consisting of the replacement of pumps and piping associated with the retention basin discharge header and improvements to the septage receiving station include installation of screening equipment and flow meters, to serve the Local Unit (the "Improvements"); and

WHEREAS, an SRF Contract (the "Contract") has been prepared between the Local Unit and the Ypsilanti Community Utilities Authority (the "Authority") whereby the Authority will issue its bonds (the "Bonds") on behalf of the Local Unit to provide for the financing of the Local Unit's share of the cost of the acquisition, construction and installation of the Improvements; and

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

NOW, THEREFORE, BE IT RESOLVED, THAT:

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

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

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

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on February 11, 2013, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Township Clerk

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

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

PLEASE TAKE NOTICE, the Charter Township of Ypsilanti (the "Local Unit") has approved by resolution the execution of a contract (the "Contract") with the Ypsilanti Community Utilities Authority (the "Authority") pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which Contract provides, among other things, that the Authority will acquire and construct certain wastewater system improvements, consisting of the replacement of pumps and piping associated with the retention basin discharge header and improvements to the septage receiving station include installation of screening equipment and flow meters, to serve the Local Unit (the "Improvements"), and will issue its bonds in the principal amount not to exceed \$1,800,000 to finance the cost of the acquisition and construction of such Improvements for the Local Unit AND THE LOCAL UNIT WILL PAY TO THE AUTHORITY PURSUANT TO THE CONTRACT THE SUMS NECESSARY TO RETIRE THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

LOCAL UNIT'S CONTRACT OBLIGATIONS

It is presently contemplated that the bonds will be issued in the principal amount of not to exceed \$1,800,000, will mature serially over a period of not to exceed twenty-five (25) years from the date of issuance of the bonds, and will bear interest at the rate or rates to be determined at the time of sale to the Michigan Finance Authority but in no event to exceed two percent (2.0%) per annum on the balance of the bonds from time to time remaining unpaid. The Contract includes the Local Unit's pledge of its limited tax full faith and credit for the prompt and timely payment of the Local Unit's obligations as expressed in the Contract. THE LOCAL UNIT WILL BE REQUIRED TO LEVY AD VALOREM TAXES WITHIN APPLICABLE CONSTITUTIONAL AND STATUTORY TAX LIMITATIONS ON ALL TAXABLE PROPERTY WITHIN THE LOCAL UNIT TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE. IT IS THE PRESENT INTENT OF THE LOCAL UNIT TO USE THE REVENUES FROM THE TOWNSHIP DIVISION OF THE AUTHORITY'S SYSTEM TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS.

RIGHT OF REFERENDUM

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

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

Karen Lovejoy Roe
Clerk
Charter Township of Ypsilanti

20,852,215.1\099369-00035

SRF CONTRACT
(Retention Header/Septage)

THIS SRF CONTRACT, dated as of February 27, 2013, by and between the YPSILANTI COMMUNITY UTILITIES AUTHORITY, a municipal authority and public body corporate of the State of Michigan (hereinafter referred to as the "Authority"), and the CHARTER TOWNSHIP OF YPSILANTI (hereinafter referred to as the "Local Unit") located in the County of Washtenaw, Michigan,

WITNESSETH:

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

WHEREAS, it is immediately necessary and imperative for the public health and welfare of the present and future residents of the Local Unit that certain wastewater system improvements in the Local Unit, consisting of the replacement of pumps and piping associated with the retention basin discharge header and improvements to the septage receiving station include installation of screening equipment and flow meters, to serve the Local Unit; and

WHEREAS, plans and an estimate of cost of said improvements have been prepared by the Authority's consulting engineers (the "Consulting Engineers"), which said estimate of cost totals not to exceed \$1,800,000; and

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

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

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

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

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

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

SECTION 1. Approval of Improvements. The Authority and the Local Unit again approve the

establishment of wastewater system improvements in the Local Unit under the provisions of Act 233, consisting of the replacement of pumps and piping associated with the retention basin discharge header and improvements to the septage receiving station include installation of screening equipment and flow meters, to serve the Local Unit, as set forth in the plans prepared by the Consulting Engineers.

SECTION 2. Designation of System. The system referred to in Section 1 above is hereby designated as YPSILANTI COMMUNITY UTILITIES AUTHORITY WASTEWATER SYSTEM NO. 9 (Charter Township of Ypsilanti) (hereinafter sometimes referred to in this Contract as the "System").

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

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

SECTION 5. Approval of Plans and Cost Estimate. The Authority and the Local Unit hereby approve and confirm the plans for the System prepared by the Consulting Engineers and the total estimated cost thereof of not to exceed the sum of \$1,800,000 and the Local Unit's share thereof of not to exceed \$1,800,000. Said cost estimate includes all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the System, the acquisition of all materials, machinery and necessary equipment, and all engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the System and the financing thereof.

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

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

expenses, shall be promptly reimbursed to the Local Unit by the Authority from the proceeds of Authority bonds as described in Section 9 hereof.

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

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

(a) Immediately after execution hereof, the Authority will promptly take steps to adopt a resolution providing for the issuance of its bonds, in one or more series, in the aggregate principal amount of not to exceed \$1,800,000 (except as otherwise authorized pursuant to Section 16 of this Contract) to finance the cost of the System. Said bonds shall mature serially, as authorized by law, and shall be secured by the contractual obligations of the Local Unit in this Contract. After due adoption of the resolution, the Authority will take all necessary legal procedures and steps necessary to effectuate the sale and delivery of said bonds to the Michigan Finance Authority.

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

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

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

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

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

The cost of the System to be financed with the issuance of one or more series of bonds of the Authority (\$1,800,000) shall be paid by the Local Unit to the Authority in annual installments (corresponding to principal payments on each series of the bonds on the next April 1st of each year) on

March 15 of each year.

It is understood and agreed that the bonds of the Authority hereinbefore referred to will be issued in anticipation of the above contractual obligation, with principal installments on April 1 of each year, commencing with the year 2014, or such other year as determined at the time the bonds are sold to the Michigan Finance Authority, corresponding to the principal amount of the above installments, and the Local Unit shall also pay to the Authority in addition to said principal installments, on March 15 and September 15 of each year, commencing on September 15, 2013, as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest, not to exceed two percent (2%) per annum, due on the next succeeding interest payment date (April 1 and October 1, respectively), on the installment portions of said bonds of the Authority from time to time outstanding. From time to time as other costs and expenses accrue to the Authority from handling of the payments made by the Local Unit, or from other actions taken in connection with the System, the Authority shall notify the Local Unit of the amount of such fees and other costs and expenses, and the Local Unit shall, within thirty (30) days from such notification, remit to the Authority sufficient funds to meet such fees and other costs and expenses. The principal payment date may be adjusted to October 1 at the time the bonds are sold to the Michigan Finance Authority but shall be payable in not more than twenty annual installments.

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

The Authority shall, within thirty (30) days after the delivery of the bonds of the Authority hereinbefore referred to, furnish the Local Unit with a complete schedule of installments of principal and interest thereon, and the Authority shall also (a) at least sixty (60) days prior to January 1 of each year, commencing in 2014, advise the Local Unit, in writing, of the exact amount of principal and interest installments due on the Authority bonds on the next succeeding April 1, and payable by the Local Unit on March 15, as hereinbefore provided, and the exact amount of interest installment due on the bonds of the Authority on the next succeeding October 1, and payable by the Local Unit on September 15, as hereinbefore provided.

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

SECTION 11. Local Unit Limited Tax Full Faith and Credit Pledge. The Local Unit, pursuant to the authorization contained in Act 233, hereby irrevocably pledges its limited tax full faith and credit for the prompt and timely payment of its obligations pledged for bond payments as expressed in this Contract, and shall each year, commencing with the fiscal year commencing January 1, 2013, set aside sufficient general fund moneys to make the payments, and, if necessary, levy an ad valorem tax on all the taxable property in the Local Unit, subject to applicable constitutional and statutory tax rate limitations, in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Contract becoming due before the time of the following year's tax collections. Nothing herein contained shall be construed to prevent the Local Unit

from using any, or any combination of, means and methods provided in Section 7 of Act 233, as now or hereafter amended, including revenues derived from user charges or special assessments, for the purpose of providing funds to meet its obligations under this Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

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

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

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

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

SECTION 16. Additional Bonds. If the proceeds of the sale of the bonds to be issued by the Authority are for any reason insufficient to complete the Local Unit's share of the cost of the System, the Authority shall automatically be authorized to issue additional bonds in an aggregate principal

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

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

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

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

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

SECTION 21. Indemnification. The parties hereto hereby expressly agree that the Authority shall not be liable for and the Local Unit shall pay, indemnify and save the Authority harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise,

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

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

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

SECTION 24. Downward Adjustment of Bond Amount. In the event construction bids are received by the Authority pursuant to Section 9 hereof and such bids are below the Consulting Engineers' estimates thus necessitating a smaller amount of Bonds for the Local Unit's share to be issued than \$1,800,000, the Director of the Authority and the Treasurer of the Local Unit are each authorized on behalf of the Authority and the Local Unit, respectively, to agree to a revised principal amount of the Bonds and a revised maturity schedule and to approve the same as an addendum to this Contract. If a lower amount of Bonds is required and if such lower amount and revised maturity schedule is agreed to and approved by the Director of the Authority and the Treasurer, respectively, this

Contract shall be construed as referring to the reduced principal amount of said Bonds and the revised maturity schedule therefor.

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

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

In the presence of:

YPSILANTI COMMUNITY UTILITIES
AUTHORITY

By: _____
Chair

By: _____
Secretary

In the presence of:

CHARTER TOWNSHIP OF
YPSILANTI

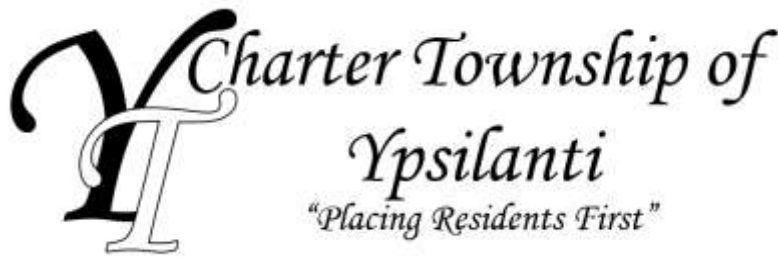
By: _____
Supervisor

By: _____
Township Clerk

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

20,852,139.1\099369-00035

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



**Office of Community
Standards**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 485-3943
Fax: (734) 484-5151
www.ytown.org

MEMORANDUM

To: Karen Lovejoy Roe, Township Clerk
From: Joe Lawson, Planning Director
Date: February 7, 2013
Re: Lakewood Farms South Development Agreement

As the Board may recall, the development formally known as Lakewood Farms/Lakewood South has been sitting dormant since 2007. Since that time, the original developer, Burton-Katzman lost the development to a bank foreclosure (Bank of America) and subsequently, Bank of America lost said property to tax foreclosure.

During a recent tax sale conducted by the County Treasurer's office, the property was purchased by S.R. Jacobson with the plans to continue the project as previously approved.

The project originally received PD Stage I approval in April of 2002 and later received PD Stage II final approval in August of 2006. The final approval consisted of the following:

- 116 single-family residential dwellings (60' x 140' lots)
- 97 villas
- 130 duplex units
- 72 attached condos
- 90.15 acres of preserved lake area
- 80.51 preserved open space
- 254.9 total acres
- 239.54 acres entailed as Lakewood South (two phases)

On May 14, 2012 the Board, at the request of S.R. Jacobson passed a motion to grant re-approval of PD Stage I and Stage II to permit the project to continue forward contingent upon the execution of a development agreement and an expansion of the street lighting district to include the road frontage along Tuttle Hill and Textile Roads.

Lakewood Farms DA
February 7, 2013

In December 2012, a draft copy of the required development agreement was submitted to the Office of Community Standards for distribution and comment by the Township Attorney and Planning Staff. Since that time, Mr. Winters and I have provided comments to the applicant's attorney for which the appropriate revisions have been made and we now feel the agreement is in proper form for the Board's consideration.

With that said, I respectfully request that the proposed Lakewood Farms Development Agreement be placed on the February 11, 2013 agenda for review and consideration of the Board and further request authorization for the Township Supervisor and Clerk to execute said agreement on behalf of the Board.

If you should have any additional questions or need additional information, please feel free to contact me at your convenience.

LAKEWOOD
PLANNED DEVELOPMENT AGREEMENT

This Planned Development Agreement (“Agreement”) is entered into on the date last signed by Blue Majestic LLC, a Michigan limited liability company, whose address is 32400 Telegraph Road, Suite 100, Bingham Farms, MI 48025, including its successors and assigns (“Blue Majestic”) and the Charter Township of Ypsilanti, a Michigan municipal corporation, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197-7099 (“Township”).

Recitals

A. In approximately, April of 2002, Tuttle Hill Ventures, L.L.C., a Michigan limited liability company, whose address is 30100 Telegraph Road, Suite 366, Bingham Farms, Michigan 48025 (the “Original Developer”), held fee simple title to certain real property in the Township consisting of 254.9 acres located on the south side of Textile Road, between Tuttle Hill Road and Bunton Road, which real property is described on Exhibit A (the “Property”).

B. The Original Developer applied to the Township for approval to develop a condominium planned development, known as Lakewood (the “Project” or “Lakewood”) pursuant to Article XIX, Ypsilanti Township Zoning Ordinance.

C. The Project consists of 415 units in four separate condominiums consisting of 72 multiple family units (“The Ponds at Lakewood”), 130 duplex units (“Lakewood Villas”), 97 detached condominium units (“Lakewood Pointe”) and 116 single family site condominium units (“Lakewood Estates”). The foregoing condominium projects are sometimes collectively referred to as the “Condominiums” and individually as a “Condominium”. The Project received PD Stage I and PD Stage II final site plan approval from the Township.

D. A separate condominium association was formed with respect to each Condominium.

E. A master association will be formed to maintain and govern the open space and shared facilities within the Project.

F. On April 23, 2002, the Township’s Planning Commission reviewed the Original Developer’s request to rezone the Property from RM-2 (Multiple Family) and R-3 (Single Family Residential) to PD (Planned Development), along with the Original Developer’s application for PD Stage I Preliminary Site Plan Approval, which recommendations of approval were forwarded to the Township Board.

G. On May 21, 2002, the Township Board reviewed and approved the Original Developer’s PD Stage I Preliminary Site Plan to which changes were given administrative approval on June 11, 2003, copies of which are on file with the Township

H. The Township Board rezoned the Property to PD.

I. On October 5, 2004, the Original Developer, the Township and the Washtenaw County Road Commission (“WCRC”) entered into a Road Improvement Agreement, which was approved by the Washtenaw County Circuit Court and

incorporated in a Declaratory Judgment, case number 05-3 -CK. The Original Developer completed its obligations under the Road Improvement Agreement.

J. On April 26, 2005 the Township's Planning Commission reviewed the Original Developer's PD Stage II Final Site Plan for The Ponds At Lakewood with the Planning Commission's recommendations of approval being forwarded to the Township Board.

K. On May 17, 2005, the Township Board reviewed and approved the Original Developer's PD Stage II Final Site Plan for The Ponds At Lakewood.

L. On August 1, 2006, the Township Board reviewed and approved the Original Developer's PD Stage II final site plan for the remainder of the Project, also known as Lakewood South, a copy of which is on file at the Township.

M. The approved PD Stage II final site plans for the Project are consistent with the purposes and objectives of the Condominium Act, Act 59 of the Public Acts of Michigan of 1978, as amended, and is otherwise consistent with the Township's Zoning Ordinance and Condominium Regulations pertaining to the use and development of a planned development.

N. Master Deeds have been recorded with respect to 72 units within the Ponds At Lakewood, 80 units within Lakewood Villas, 97 units within Lakewood Pointe and 72 units within Lakewood Estates.

O. The Original Developer substantially completed the development of the Condominiums, including the areas of future development for each Condominium other than the future development areas for Lakewood Estates and Lakewood Villas that are located east of the 72 developed units in Lakewood Estates (the "Undeveloped Land"), in

accordance with the approved PD Stage I and PD Stage II final site plans, including without limitation, the installation of all necessary infrastructure, such as, but not limited to, water mains, sanitary sewers, storm sewers, drainage facilities, roads, curbs and gutters, without the necessity of special assessments by the Township (except for streetlights). Building permits are available for the units within each Condominium (other than the Undeveloped Land) upon the completion of certain punch list items and the posting of the necessary performance guaranties for the completion of the final road wearing course, street lights, street trees and certain common area and open space landscaping within and/or adjacent to the applicable portion of a Condominium, in accordance with this Agreement.

P. On December 20, 2011, Blue Majestic became the fee simple owner of Lakewood Estates, Lakewood Villas, Lakewood Pointe and the vacant units within the Ponds At Lakewood. On May 14, 2012, the Township Board re-approved the PD Stage I and Stage II final site plans for the Project.

Q. Blue Majestic desires to immediately obtain building permits for the 72 developed units within Lakewood Estates, to obtain building permits for the remaining developed portions of the Project on a staged basis, and to develop the Undeveloped Land at a future date.

R. Section 1916 of Article XIX of the Township's Zoning Ordinance requires the execution of a Planned Development Agreement in connection with the approval of the PD (Planned Development) district, which shall be binding upon the Township, developers and their successors in interest and assigns. However, the Original Developer

failed to enter into a Planned Development Agreement with the Township, as required by Section 1916 of Article XIX of the Township's Zoning Ordinance.

S. The Township and Blue Majestic desire to enter into this Agreement to confirm the approvals that have been granted by the Township for the Project, to address the issuance of building permits for the developed portions of the Project and to address the development of the remainder of the Project in accordance with the applicable portions of the PD Stage I and Stage II final site plan approvals, as the same may be amended by this Agreement and to comply with Section 1916 of Article XIX of the Township's Zoning Ordinance.

NOW THEREFORE, in consideration of the parties' promises, duties and covenants described in this Agreement, and with the express understanding that this Agreement contains important and essential terms as part of the final approval of the Project, the parties agree as follows:

Article I

General Terms

1.1 Recitals Part of Agreement. Blue Majestic and Township acknowledge and represent that the Recitals are true, accurate and binding on the respective parties and are an integral part of this Agreement.

1.2 Rezoning to PD District. The Township acknowledges and represents that the Property has been rezoned from RM-2 (Multiple Family) and R-3 (Single Family

Residential) to PD (Planned Development) district for the development of Lakewood and for purposes of recordation shall be referred to as Planned Development No. ~~---~~14.

1.3 Approval of PD Stage II – Final Site Plan. The PD Stage II final site plans for the Project, copies of which are on file with the Township, have been approved in accordance with the authority granted to and vested in the Township pursuant to Act 184, Public Acts of 1943, as amended, the Township Rural Zoning Act, Act 285, Public Acts of 1931, as amended, and Act 168, Public Acts of 1945, as amended, relating to municipal planning, in accordance with Ordinance No. 74, [99-200] the Zoning Ordinance of Ypsilanti Township, enacted in 1994 [1999], as amended, and specifically Article XIX entitled PD Planned Development Regulations, and in compliance with Act 288, Public Acts of 1967, as amended, the Land Division Act. Such approved PD Stage II final site plans remain in effect as of the date of this Agreement.

1.4 Conditions of PD Stage II Final Site Plan Approval. Blue Majestic and Township acknowledge that the approved PD Stage II final site plans for the Project incorporate the approved conditions and requirements pertaining to the final site plans that were adopted by the Township Board in its resolutions, based upon the recommendations of the Township's Planning Commission, the Community Economic Development Department, and the professional consultants retained by the Township, as set forth in the Township's letters of May 10, 2005 and August 2, 2006, copies of which are on file with the Township.

1.5 Agreement Running with the Land. The terms of this Agreement shall be deemed to benefit the Property described on Exhibit A; shall be deemed a restrictive covenant which shall run with the land and be binding upon, and inure to the benefit only

of the parties, their successors-in-interest, and assigns. This Agreement may not be modified or rescinded except in writing by the parties or their respective successors in interest or assigns in accordance with Section 3.1 below. Regardless of any statement or inference in this Agreement to the contrary, no person or entity who is not a party or the successor of a party shall be deemed a beneficiary of this Agreement nor shall such person or entity have any other rights in reliance on this Agreement or development and shall have no right to enforce this Agreement or any covenants or restrictions agreed to by the parties or their successors in interest.

Article II

Provisions Regarding Development of the Condominiums

2.1 Permitted Principal Uses: The only permitted principal uses within the Condominiums shall be single-family and multiple family dwellings and permitted accessory buildings and amenities as provided in a PD zone pursuant to the provisions of the Township's Zoning Ordinance and this Agreement.

2.2 Issuance of Building Permits for Units: The Project, other than the Undeveloped Land, has been developed in accordance with the approved PD Stage II final site plans. Blue Majestic, or its successors or assigns, shall have the right to obtain building permits for Lakewood Estate units 1 through 72, inclusive, upon the completion of the punch list items that have been identified by the Township Community & Economic Development Department and the posting of performance guaranties for the completion of the final road wearing course, street lights, street trees and certain common

area and open space landscaping within the portion of Lakewood Estates Condominium that contains the 72 units, in accordance with Section 2.20 below. Blue Majestic, or its successors or assigns, shall be entitled to obtain building permits for units within the other developed portions of the Project upon the completion of the punch list items that are identified by the Community & Economic Development Department, in consultation with the Ypsilanti Community Utilities Authority (“YCUA”), the Washtenaw County Water Resources Commission (“WCWRC”) and the Washtenaw County Road Commission (“WCRC”), and the posting of performance guaranties for the completion of the final road wearing course, street lights, street trees and certain common area and open space landscaping within the portion of the Condominium for which Blue Majestic has requested building permits, in accordance with Section 2.20 below. A punch list shall consist only of those items that are required to comply with the approved PD Stage II final site plans for the applicable portion of the Project. Blue Majestic shall have the right, but not the obligation to develop all or a portion of the Undeveloped Land in accordance with the approved PD Stage II final site plans. The Project shall be deemed to be “vested” and this Agreement shall continue in effect unless and until this Agreement is terminated by Blue Majestic and the Township.

2.3 Architectural Types. The Project was initially envisioned as containing four architectural types of homes. The Ponds at Lakewood consists of 72 units in 9 separate 8 unit buildings clustered at the north side of the development. Lakewood Estates consists of 116 approximately 60’ by 140’ site condominium units located on the south side of the Project, of which 72 units have been developed. Lakewood Pointe is located on the west central portion of the development and consists of 97 detached

condominium units, all of which have been developed. Lakewood Villas is located north of Lakewood Estates and south of Lakewood Pointe and consists of 65 two family dwellings totaling 130 units, of which 80 units have been developed.

2.4 Open Space Areas: The Original Developer recorded against the Project the Lakewood Association Declaration of Easements, Covenants, Conditions and Restrictions dated May 18, 2007 and recorded in Liber 4627, Page 74 Washtenaw County Records (“Declaration”), which identifies the open space for the Project (the “Open Space”). The Open Space is also subject to an Agreement for Conservation Easement dated January 18, 2005, between the Original Developer and the Michigan Department of Environmental Quality, and recorded in Liber 4476, Page 906 Washtenaw County Records (the “Conservation Easement”). The Declaration and Conservation Easement govern the use and maintenance of the Open Space, in accordance with this Agreement. Blue Majestic shall form a non-profit corporation (the “Lakewood Association”) to own and maintain all Open Space within the Project (including the actual lakes) not contained in the four (4) Condominiums, as shown on the PD Stage II Final Site Plans. Each Condominium unit owner shall have the non-exclusive right to use the Open Space owned by Lakewood Association for the purposes provided in this Article II and in accordance with the provisions of the Declaration, the Conservation Easement, the Master Deed and the Bylaws for each Condominium and in accordance with such rules and regulations as may be adopted by the Lakewood Association or the respective Condominium associations. The Township acknowledges that the Open Space areas delineated on the approved PD Stage II Site Plans, including the lakes, meet the Township PD ordinance open space requirements.

The Open Space is to be used for wetland, storm water retention, recreation and open space purposes for the residents of the Project. No improvements shall be installed or constructed within the Open Space without the prior approval of the Township's ~~Community & Economic Development Department~~ Office of Community Standards, excepting those improvements installed by the Original Developer or Blue Majestic pursuant to the PD Stage II final site plans or any amendment thereto. Although no other improvements are currently contemplated, upon due application by Blue Majestic and approval by the Township, the PD stage II final site plans and this Agreement may be amended to permit the installation of improvements within the Open Space, which may include, without limitation, roads, driveways, sidewalks, landscaping, storm drainage improvements, gas, electric and cable vision facilities, sanitary sewers, water supply lines, recreational amenities, residential building sites, dwellings, and such other improvements as may be approved by the Township from time to time pursuant to plans approved by the Township.

2.5 Responsibility of Lakewood Association to Preserve, and Maintain the Open Space Areas. The Lakewood Association shall preserve and maintain the lakes and Open Space subject to the right of Blue Majestic to install, preserve, retain, maintain and repair the condominium improvements which are identified in the PD Stage II final site plans, as may be amended from time to time, and/or the plans and specifications for the Condominiums which have been or may hereafter be approved by the Township. The Lakewood Association shall be responsible for removing any man-made debris that is deposited in the Open Space. The Lakewood Association may establish reasonable rules for the regulation, maintenance and upkeep of the Open Space, including improvements,

if any. Nothing in this Agreement shall prevent Blue Majestic from imposing in the Declaration or any Master Deed, or amendments thereto, more restrictive terms and provisions with respect to the use of any portion of the Open Space. The Lakewood Association shall be governed by a Board of Directors. Blue Majestic shall have the right to appoint the members of the Lakewood Association Board of Directors during the time that Blue Majestic owns ~~any Condominium~~ not more than 20% of the available units or any other portion of the Project. Thereafter, the Board shall consist of one director from each Condominium Association. The Board shall make all decisions regarding the Open Space, except that certain decisions shall be made by a vote of the individual co-owners, as provided in the Declaration. The Lakewood Association shall establish and levy assessments against the units within the all Condominiums for the purpose of performing the Lakewood Association's maintenance obligations with respect to the Open Space and for other proper purposes of the Lakewood Association. The Lakewood Association's assessment rights and each unit owner's assessment obligations are more fully set forth in the Declaration.

2.6 Township Right to Enforce Open Space Area Obligation. In the event the Lakewood Association fails at any time to preserve, retain, maintain or keep up the Open Space in accordance with this Agreement, the Township may serve written notice upon the Lakewood Association by certified mail, setting forth the manner in which the Lakewood Association has failed to maintain or preserve the Open Space in accordance with this Agreement. Such notice shall include a demand that deficiencies of maintenance or preservation be cured within thirty (30) days of the notice unless otherwise regulated by Township Ordinance. If the deficiencies set forth in the original

notice, or any subsequent notice, are not cured within the thirty (30) day period or any extension granted, the Township, in order to prevent the Open Space from becoming a nuisance and/or a threat to the public health, safety and general welfare, may enter upon the Open Space and perform the required maintenance and/or preservation and the cost, together with a ten (10%) percent surcharge for administrative costs, shall be assessed equally against each unit and shall constitute a lien on the Property and be placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

2.7 Successor Developers, and Assigns.

All successor developers and assigns, to the extent that their ownership interest in the Project permits them to operate as a developer for a particular portion of the Project, shall perform the duties of the developer and assumes the responsibilities and liability of the developer with respect to such portion of the Project.

2.6 Master Deeds and Bylaws. The Master Deeds and Bylaws for each of the four (4) condominiums have been approved by the Township and were recorded with the Washtenaw County Register of Deeds in Liber 4627, Page 75 (Lakewood Pointe), Liber 4627, Page 76 (Lakewood Estates), Liber 4627, Page 76 (Lakewood Villas) and Liber 4507, Page 663 (The Ponds). Blue Majestic shall have the right to re-name one or more of the Condominiums in its discretion.

2.7 Formation of Condominium Associations. The Original Developer formed a separate Michigan non-profit corporation for the administration of such Condominium (individually, an "Association"). However, with the exception of the Ponds Association, the Associations have been dissolved. Prior to the issuance of

building permits within a Condominium, Blue Majestic shall either file the necessary instruments to reinstate the Association for the applicable Condominium or form a new Association to administer such Condominium. Blue Majestic shall have the right to change the name of an Association in its discretion. Each Association shall be responsible for maintaining the general common element areas of its respective Condominium for the common use and benefit of all residents and owners of units within such Condominium. Every owner of a unit shall be a member of an Association. All membership rights and obligations shall be appurtenant to and may not be separated from the ownership of any unit. During the period that Blue Majestic is entitled to appoint the directors of an Association, Blue Majestic shall notify the Township Clerk and Community Watch Specialist of the names and addresses of each Director of such Association within seven (7) days of their appointment by Blue Majestic.

2.8 Association Assessments. Each Condominium Association shall establish and levy assessments against the units within its respective Condominium for the purpose of performing the Association's maintenance and repair obligations with respect to any general common elements within the Condominium and for other proper purposes of the Association. The Association's assessment rights and the unit owner's assessment obligations are more fully set forth in the Master Deed and Bylaws for such Condominium.

2.9 Storm Water Management. No part of the storm water detention areas within the Project shall be allowed to remain unkempt. All grass and growth shall be maintained and cut in accordance with Township ordinances. The inlets and outlets shall be kept functioning.

Without abrogating or limiting Blue Majestic's continuing responsibility to maintain the detention areas during the period of construction, Blue Majestic shall cause Lakewood Association or each Condominium Association to assume responsibility to preserve, retain, maintain and keep operational any detention areas, inlet and outlet areas, etc., whether arising under this Agreement or any other open space maintenance agreements or other maintenance and/or easement agreements entered into with the Township or other governmental entities, from the date of certification by the Township engineer that he has inspected the required improvements and is reasonably satisfied they are proper and complete. Upon the completion of the storm water and detention facilities within a portion of a Condominium and the approval of such storm drainage and detention facilities by the WCWRC, the Association of the Condominium that contains such facilities shall be responsible for the maintenance of such storm drainage and detention facilities and Blue Majestic shall have no further maintenance obligations in connection therewith.

In the event Blue Majestic and/or the Associations at any time fail to maintain or preserve the detention areas, the inlet and outlet areas, etc., in accordance with this Agreement, the Township or the Washtenaw County Water Resources Commissioner's Office may serve written notice by certified mail upon Blue Majestic and the applicable Association, as applicable, setting forth the deficiencies in Blue Majestic's or the Associations' maintenance and/or preservation of the detention areas, inlet and outlet areas, etc., in accordance with this Agreement. The written notice shall include a demand that deficiencies of maintenance and/or preservation be cured within thirty (30) days of the date of said notice. If the deficiencies set forth in the original notice, or any

subsequent notice are not cured within the thirty (30) day period, the Township, in order to prevent the detention areas, inlet and outlet areas, etc. from becoming a nuisance, may enter upon the detention areas, inlet and outlet areas, etc., and perform the required maintenance and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a ten (10%) percent surcharge for administrative costs, shall be assessed equally against each unit within the applicable Condominium, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

This obligation and financial responsibility to maintain or preserve the detention areas, the inlet, and outlet areas and the Township's right to enforce this obligation against Blue Majestic and/or the Associations and/or the unit owners in the Condominiums are set forth in the Master Deeds and Bylaws for the Condominiums.

2.10 No Disturbance of Wetlands. No regulated wetlands within a Condominium shall be modified in any manner by any person or entity unless all necessary permits have been issued by all governmental units or agencies having jurisdiction over such wetlands within the Property.

2.11 Applicable Yard Setbacks. The parties acknowledge that the PD Stage II final site plans identify, for each unit within the Condominiums, the width and size of such unit, and a typical layout that shows the approved front yard, rear yard and side yard setbacks for each unit in the Condominiums. Such approved setbacks have been selected to accomplish the preservation of natural resources and natural features, such as trees, views, vistas and topography. No exterior wall of a principal residence shall be erected or placed other than within the confines of the approved building area without the consent

of the Township. Minor variances to the foregoing setback and yard requirements may be administratively approved by the Township ~~Community & Economic Development Department~~ Office of Community Standards, without the necessity of amending this Agreement.

2.12 Other Zoning Regulations. The Project and this Agreement are intended to conform to the PD II planned development regulations of the Township Zoning Ordinance. In the event of a conflict or inconsistency between this Agreement, the approved PD Stage II final site plans and the construction plans which have been prepared in accordance with the approved final site plans, versus the provisions of the Township Zoning Ordinance, the Township Site Condominium Ordinance or any other Township ordinances, rules and regulations which affect the development or zoning regulation of the Property, this Agreement, the PD Stage II final site plans and the detailed construction plans shall control and variances shall not be required.

2.13 Development Review. The PD Stage II final site plans, detailed construction plans for the Condominiums, and homes to be built within the Condominiums, shall not be subject to any enactments or amendments to the Township Zoning Ordinance, the Township Site Condominium Ordinance, or any other Township ordinances, rules and regulations which affect the development of the Property or the architectural standards governing home construction in the condominiums that became effective after August 1, 2006, the date of the approval of the PD Stage II final site plans for Lakewood South. Detailed construction plans for land development have been reviewed and approved taking into consideration this Agreement, the final site plans, the Township Zoning Ordinance, the Township Site Condominium Ordinance and any other

applicable Township Ordinances, rules and regulations, as they existed as of the foregoing date.

2.14 Public Roads. All roads within the Condominium, except for those in the Ponds at Lakewood, shall be public streets, hard surfaced and constructed in accordance with the standards of the WCRC as approved. The roads in the Ponds at Lakewood are hard surfaced and have been constructed in accordance with the standards of the Township Private Road Ordinance, No. 97-174, as amended. During the various stages of road construction, Blue Majestic shall notify the Township ~~Community & Economic Development Department~~ 24 Office of Community Standards 72 hours before all scheduled inspections by the WCRC, including but not limited to the following, if completed by Blue Majestic:

- a. finished sub grade surface,
- b. underground drainage and all utility installation,
- c. completed subbase,
- d. completed base course,
- e. concrete placement,
- f. bituminous placement.

Blue Majestic shall also provide the Township ~~Community & Economic Development Department~~ Office of Community Standards -with copies of all inspection reports prepared and/or generated by the WCRC and provided to Blue Majestic in conjunction with the aforementioned paragraph, including but not limited to inspection reports for the various stages of road construction identified as a-f above. To the extent not previously performed by the Original Developer, Blue Majestic shall provide a plan

for signs and installation of street name signs within any portion of the Project for which Blue Majestic has requested and has been approved for the issuance of building permits, according to WCRC specifications, and shall install such temporary warning signs during the construction period as are appropriate to protect the health, safety and welfare of the public.

2.15 Installation of Interior Sidewalks. Blue Majestic shall cause sidewalks to be installed within each portion of a Condominium for which Blue Majestic has requested and has been approved for the issuance of building permits, at the locations shown on the PD Stage II Site Plans. The Township acknowledges that Blue Majestic intends to contractually delegate the obligation to install all sidewalks to the builders who construct the residences upon the units in the Condominiums. All sidewalks installed within a Condominium shall be maintained by the Association for such Condominium or the co-owners of the units, as provided in the Master and Bylaws for each Condominium. Upon the completion of any other general common element improvements within a Condominium, the Condominium Association shall be responsible for the maintenance and repair of such improvements, and Blue Majestic shall have no further obligation or liability in connection therewith once said improvements have been inspected and approved by the Office of Community Standards.-

2.16 Public Sewer and Water. The Condominiums have been, and any portions of the Undeveloped Land that are developed shall be, developed with public sanitary sewers as approved by the YCUA and the Michigan Department of Environmental Quality, subject to all applicable laws and regulations. The Condominiums have been developed with public water mains as approved by YCUA and

the Michigan Department of Public Health, and any portion of the Undeveloped Land that is developed shall be developed with public water mains as approved by YCUA and the Michigan Department of Public Health, and subject to applicable laws and regulations. All standard connection, inspection, costs and fees imposed from and after the date of this Agreement by the Township with respect to the issuance of building permits in the Project, including but not limited to engineering inspections, shall be paid by Blue Majestic, or its successors or assigns (e.g. builders or homeowners). In no event shall the Township be responsible for reimbursing Blue Majestic, its successors and assigns or any unit owner for costs incurred as required under this Section.

2.17 Easements for Sewer and Water. To the extent not previously done so by the Original Developer, Blue Majestic shall dedicate all necessary easements to the Township for the construction and maintenance of public sanitary sewers and water within each portion of the Project that has been developed.

2.18 Street Lighting. To the extent not previously done so by the Original Developer, Blue Majestic shall petition the Township for the creation and establishment of a Special Assessment District for the purpose of defraying the costs of the annual maintenance and operation of street lighting by special assessments against all of the units in Lakewood Estates, Lakewood Villas and Lakewood Pointe. Street lighting in the Ponds of Lakewood will be private, and maintained by the Ponds at Lakewood Association. The creation and establishment of the special assessment district for the purpose of street lighting shall be finalized for the portion of the Project for which building permits are requested prior to the issuance of certificates of occupancy within such portion of the Project. Upon the creation and establishment of the special

assessment district for purposes of street lighting, Blue Majestic shall install within each special assessment district for which Blue Majestic has requested and has been approved for the issuance of building permits, street lighting which meets or exceeds the minimum residential street lighting standards of the DTE Energy and such installation shall be completed prior to the issuance of certificates of occupancy in such portion of the Project.

2.19 Letter of Credit for Improvements in Open Space. The Original Developer provided a layout to the Township showing all Open Space improvements which are proposed to be installed. With respect to each portion of the Project for which Blue Majestic has requested and has been approved for the issuance of building permits, Blue Majestic will obtain an irrevocable letter of credit or cash in favor of the Township or other governmental entities to secure the cost of the open space improvements within or associated with such portion of the Project. The letter of credit shall be based on specifications and estimates prepared by Blue Majestic in an “itemized estimate” to the Township and approved by the ~~Community & Economic Development Department~~ Office of Community Standards. All such improvements shall be installed as agreed upon between Blue Majestic and the Township and in accordance with the Final Landscape Plan approved by the Township and any amendment agreed to by Blue Majestic and the Township. As the improvements are made, the Township shall from time to time refund to Blue Majestic the amount allocated to the completed work, and, if Blue Majestic has posted a letter of credit, the Township shall allow the substitution of such letter of credit with a reduced letter of credit for the amount of the incomplete work.

2.20 Payment in Lieu of the Construction of Tennis Courts, Associated Parking, and Playground Amenities Required in the Condominium Development

for Lakewood Villas. Blue Majestic has agreed to _____ Dollars in lieu of providing tennis courts, associated parking and playground amenities within the condominium development of Lakewood Villas, At the time of execution of this Development Agreement, Blue Majestic shall remit to the Township the sum of One Hundred Six Thousand, Six Hundred Thirteen Dollars (\$106,613.00) for payment in lieu of tennis courts, associated parking and playground amenities within the condominium development of Lakewood Villas.

Upon the acceptance of the \$106,613.00 by the Township, Blue Majestic shall be released from any further obligations with regard to providing tennis courts, associated parking and playground amenities within the condominium development of Lakewood Villas.

2.2021 Escrows for Infrastructure Improvements. Blue Majestic shall post with the Township or other governmental entity cash, escrow agreement, irrevocable letter of credit, ~~performance bond,~~ or check payable to the Township in an amount which has been reasonably determined by the Township Engineer to cover the cost of completing any remaining site improvements within any portions of the Project for which Blue Majestic has requested and has been approved for building permits or for any portion of the Undeveloped Land that Blue Majestic is developing, including, mass grading, underground and site improvements such as, but not limited to,: water mains, sanitary sewers, WCWRC storm sewers, sidewalks, bike paths and footpaths, parking lot lights, retention ponds and any other site improvements required by the Township, with respect to the portions of the Project for which Blue Majestic has requested and has been approved for the issuance of building permits and any portion of the Undeveloped Land

being developed by Blue Majestic. Blue Majestic may satisfy the foregoing escrow requirement in all or in part by escrow agreements for such improvements with other governmental entities (e.g. the WCRC, the WCWRC, YCUA, etc.) and to the extent any of the foregoing governmental entities hold performance guaranties for any such improvements, Blue Majestic shall be deemed to have satisfied its performance guaranty obligations for such improvements under this Agreement. Blue Majestic shall deliver to the Township Treasurer's office copies of all such escrow agreements with other governmental entities. The amount required to be escrowed may be reduced incrementally as improvements within such portions of the Project are accepted and approved and the Township agrees that, at Blue Majestic's request, funds held in escrow by the Township will be released directly to contractors for completed portions of the Project. Such funds shall be released by the Township for payment to Blue Majestic's contractors within ~~fifteen~~ forty-five (45) days from the Township's receipt of a written request for payment from Blue Majestic.

2.2.12 Street Trees. Blue Majestic shall install or cause to be installed trees within the street right-of-way line of each portion of the Project for which Blue Majestic has requested and has been approved for the issuance of building permits, in accordance with the approved Final Landscape Plan with respect to the Condominiums and any amendments thereto approved by the Township. Where necessary or advisable due to site conditions, sight requirements of the WCRC, the location of public or private utilities or similar factors, such street tree installation may deviate from the Final Landscape Plan, provided that the Plan's average separation is maintained throughout the Condominiums. To secure such obligation for any portion of the Projects for which Blue Majestic has

requested and has been approved for the issuance of building permits, Blue Majestic shall post with the Township security, plus a 10% inspection fee, for such street tree installation in the form an irrevocable bank letter of credit or check to the Township in an amount reasonably determined by the Township necessary to secure the installation of street trees within such portions of the Project. Blue Majestic may contractually assign these street tree installation obligations to a third party, including residential builders, provided Blue Majestic remains directly liable for the installation of street trees in the applicable portions of the Project. However, Blue Majestic may be relieved of these street tree installation obligations for a particular unit and Blue Majestic's security obligation shall be reduced pro-rata if a third party replaces Blue Majestic's security with its own security. Blue Majestic shall be responsible for replacing any street tree on a particular unit which is determined by the Township's inspector within one (1) year after such street tree's installation to be diseased, dead or dying; provided that, if a third party has posted the security for the installation of the applicable street tree, such third party shall be responsible for the replacement of such tree. Following the expiration of such one (1) year period, the applicable Association or the unit owners shall have the obligation to replace diseased, dead or dying street trees, as provided in the Master Deed for each Condominium and Blue Majestic and/or its assignee shall have no further obligations in connection therewith. The Township shall reduce Blue Majestic's security, on a pro rata basis, for each installed street tree one (1) year after the installation of such street tree, provided that Blue Majestic retains with the Township security to cover the reasonable cost of inspection by the Township.

2.223 Monuments/Corner Markers. In the event the Original Developer did not install all required monuments and unit irons within the developed portion of the Project, Blue Majestic shall post with the Township security for the placement of monuments and corner markers for each portion of the Project for which Blue Majestic has requested and has been approved for the issuance of building permits and Blue Majestic shall post with the Township security for the placement of monuments and unit irons for any portion of the Undeveloped Land being developed by Blue Majestic. Such security shall be in the form of an irrevocable bank letter of credit or check to the Township in the amount required under Ordinance No. 74, Article 21, Section 2116, also known as the Township's Condominium Ordinance. The security shall be released to Blue Majestic if the Township is furnished a statement from a surveyor that he has caused all of the monuments and unit irons shown on the final site plan for the applicable portion of the Project to be located in the ground.

2.234 Construction Access. Blue Majestic shall take all reasonable measures requested by the Township to reduce any dust created by trucks traveling to and from a construction site, including placing brine on the roads when requested by the Township, as well as deploying a water truck on site when dust conditions create a nuisance during the site development stage of construction, if applicable, the expense of which shall be borne exclusively by Blue Majestic. Blue Majestic further agrees to direct all truck traffic onto paved roads whenever possible.

2.245 Engineering Plans and Certification.

(A) The Township acknowledges receipt of a "project engineer's certificate," indicating that the water, sanitary sewer, storm sewer, and the storm water

detention/retention facilities located within the developed portion of the Project have been constructed in accordance with this Agreement, the PD Stage II final site plans and engineering plans reviewed by the Township. With respect to each portion of the Undeveloped Land that is developed by Blue Majestic, Blue Majestic shall furnish a “project engineer’s certificate,” indicating that the water, sanitary sewer, storm sewer, and the storm water detention/retention facilities located within such portion of the Undeveloped Land have been constructed in accordance with this Agreement, the PD Stage II final site plans and engineering plans reviewed by the Township. In addition, following the completion of the roads within a portion of the Project, Blue Majestic shall furnish evidence reasonably satisfactory to the Township that the public roads installed by the Original Developer or Blue Majestic within such portion of the Project have been determined by WCRC to be constructed in conformance with WCRC specifications and have been dedicated to and accepted by WCRC.

(B) The Township acknowledges receipt of “as built” engineering plans (3 copies, microfilmed), reviewed and approved by the Township Engineer, showing all site improvements installed within the developed portion of the Project per Township specifications. Following the completion of any portion of the Undeveloped Land that is developed by Blue Majestic, Blue Majestic shall furnish “as built” engineering plans (3 copies, microfilmed), reviewed and approved by the Township Engineer, showing all site improvements installed within the developed portion of the Undeveloped Land per Township specifications. All inspections for water and sewer (sanitary and storm) installations within a portion of the Project are to be performed by Township and YCUA engineering inspectors, with applicable fees.

(C) Blue Majestic shall furnish a “project engineer’s certificate” for each portion of the Project for which Blue Majestic has requested and has been approved for the issuance of building permits, and any portion of the Undeveloped Land being developed by Blue Majestic, indicating that all soil erosion and sedimentation measures for such portion of the Project have been complied with, according to local Ordinance #102 and part 91 of Act 451 of the Public Acts of 1994.

2.265 Underground Utilities. To the extent not previously installed, Blue Majestic shall cause to be installed underground within each portion of the Project for which Blue Majestic has requested and has been approved for the issuance of building permits and within each portion of the Undeveloped Land being developed by Blue Majestic, all electric, telephone and other communication systems, in accordance with the requirements of the applicable utility company. Blue Majestic shall dedicate all easements necessary for the installation and maintenance of such utilities to the extent such easements were not established by the Original Developer.

2.267 Removal of Construction Debris. Blue Majestic shall remove all discarded building materials and rubbish at least once every two weeks during installation and construction of site improvements within any portion of the Project for which Blue Majestic has requested and has been approved for the issuance of building permits and within any portion of the Undeveloped Land being developed by Blue Majestic and within two weeks of completion or abandonment of construction of such portion of the Project. Blue Majestic or their designated builder shall provide temporary containment units for the storage of debris and discarded building material until such time that the

materials are scheduled to be removed. No burning of discarded construction material shall be allowed.

ARTICLE III

MISCELLANEOUS PROVISIONS

3.1 Modifications. This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement or their successors in title. Until all rights and responsibilities under this Agreement are turned over to the Associations, Blue Majestic and the Township shall be entitled to modify, replace, amend or terminate this Agreement by consent, without requiring the consent of any other person or entity whatsoever, regardless of whether such person has any interest in the Property, including unit owners, mortgagees and others. After all rights and obligations under this Agreement are transferred to the Associations, the Associations, the Township and Blue Majestic (but only so long as the Blue Majestic owns and offers for sale any unit in the Condominiums or other portion of the Project) shall be entitled to modify, replace, amend or terminate this Agreement. However, Blue Majestic may, in its sole discretion, change the names of each Condominium for marketing purposes at any time before turnover, without requiring an amendment to this Agreement.

3.2 Pre-Construction Meeting with Builders; Plans and Elevations. The parties acknowledge that Blue Majestic intends that individual residences in the Condominiums will be constructed by one or more builders affiliated with Blue Majestic or by builders who have purchased units from Blue Majestic. Prior to a builder

commencing the construction of detached dwellings within a portion of the Project, the proposed plans and elevations for the homes to be constructed by such builder within such portion of the Project shall be submitted to the Township ~~Community & Economic Development Department~~ Office of Community Standards for approval. In addition, prior to the commencement of construction within a portion of the Project, Blue Majestic shall schedule a meeting among itself, the builder or builders within such portion of the Project and the Township's ~~Community & Economic Development Department~~ Office of Community Standards to review the applicable policies, procedures and requirements of the Township with respect to construction of the detached dwelling units within such portion of the Project.

3.3 Blue Majestic's Marketing Procedures. In recognition of the scope of this Project, Blue Majestic may utilize one sales trailer for each of the four (4) Condominiums until a model for each Condominium is constructed and approved by the Township for use by Blue Majestic. To expedite the removal of sales trailers, Blue Majestic -may construct a model in each Condominium before utility installation is completed.

3.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

3.5 Approval by the Parties. This Agreement has been approved by Blue Majestic and the Township, as evidenced by the Township's governing body resolutions, dated _____, 20____.

3.6 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall

constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

3.7 Headings; Construction. The various headings of this Agreement are included for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision. When the context and construction so require, all words used in the singular shall be deemed to have been used in the plural and the masculine shall include the feminine and the neuter and vice versa.

3.8. Partial Validity; Severability. If any term or provision of this Agreement or its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

3.9 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties and their respective successors and assigns, and no third party is intended to, or shall have, any rights hereunder.

3.10 Joint Product of Parties. This Agreement is the result of arms-length negotiations between Blue Majestic and Township and their respective attorneys. Accordingly, none of the parties shall be deemed to be the author of this Agreement, and this Agreement shall not be construed against either party.

3.11 Easements. The Township shall accept all easements for public utilities and all roads except those in the Ponds of Lakewood.

3.12 Ratification of Agreement. The Township confirms and ratifies its agreements and undertakings as set forth in this Agreement.

3.13 Inspections. In consideration of the above undertakings to approve the condominiums, the Township shall provide timely and reasonable Township inspections as may be required during construction.

3.14 Recordation of Agreement. The Township will record this Agreement with the Washtenaw County Register of Deeds.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the year and date set forth above. This Agreement is not intended to create contractual rights for third parties. It may be enforced, amended or rescinded only by the parties or their successors in interest. The obligations of Blue Majestic contained here shall be binding on successors and assigns in ownership of the Condominiums.

**Signatures and acknowledgments by the parties and approval by
counsel for the parties appear on following pages**

Blue Majestic:

Blue Majestic LLC

By: _____

Its: _____

STATE OF MICHIGAN)
COUNTY OF _____)SS

On this ____ day of _____, 20____, the foregoing instrument was
acknowledged before me by _____, _____ of
Blue Majestic LLC, a Michigan limited liability company on behalf of the company.

_____, Notary Public _____ County, MI
Acting in the County of _____, State of Michigan
My Commission expires: _____

Charter Township of Ypsilanti, a Michigan
Municipal corporation

By: _____

Brenda L. Stumbo

Its: Supervisor _____

Charter Township of Ypsilanti, a Michigan
Municipal corporation

By: _____

Karen Lovejoy Roe

Its: Clerk

Formatted: Indent: Left: 2.5", First line:

STATE OF MICHIGAN))SS
COUNTY OF _____)

On this ____ day of _____, 20____, the foregoing instrument was acknowledged before me by _____, _____ Brenda L. Stumbo, Supervisor, and Karen Lovejoy Roe, Clerk, of Charter Township of Ypsilanti, a Michigan Municipal corporation on behalf of the corporation.

_____, Notary Public _____ County, MI
Acting in the County of _____, State of Michigan
My Commission expires:_____

[Approved as to form & substance]

[Approved as to form only:]

DRAFTED BY:

Mark S. Cohn
Seyburn Kahn
2000 Town Center, Suite 1500
Southfield, Michigan 48075

WHEN RECORDED RETURN TO:

Wm. Douglas Winters
McLain & Winters
61 N. Huron St.
Ypsilanti, MI 48197

EXHIBIT A
ENTIRE PARCEL

**2013 YPSILANTI TOWNSHIP LOCAL ROAD BOND PROGRAM
AGREEMENT FOR SECTIONS 2 & 24**

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

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

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

IT IS NOW THEREFORE AGREED, the parties of the second part will accomplish the improvements as specified herein, all in accordance with the standards of the parties of the second part.

Sections 2 & 24 of Ypsilanti Township: Bomber Avenue, Bradley Avenue, Emerson Road, Ide Avenue, Lakeview Avenue, McGregor Rd, Moeller Avenue, Morris Avenue, Outer Lane Drive, Pasadena Road, Snow Avenue, and Wooddale Avenue.

This work shall be performed in cooperation with Ypsilanti Community Utilities Authority whom is performing water main improvements within the right-of-way of these roadways. The road improvements shall include milling the existing pavement, the placement of a 2" HMA overlay, miscellaneous concrete curb, concrete sidewalk ramps, miscellaneous drainage improvements, shoulders, and project restoration.

Estimated Project Construction, Preliminary
Engineering, Construction Engineering &
Materials Testing Costs:

\$ 630,000.00

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

AGREEMENT SUMMARY

2013 LOCAL ROAD BOND PROGRAM

Sections 2 & 24 of Ypsilanti Township: Bomber Avenue, Bradley Avenue, Emerson Road, Ide Avenue, Lakeview Avenue, McGregor Rd, Moeller Avenue, Morris Avenue, Outer Lane Drive, Pasadena Road, Snow Avenue, and Wooddale Avenue

Local Road Bond Program

\$ 630,000.00

ESTIMATED AMOUNT TO BE FUNDED BY YPSILANTI TOWNSHIP
BOND PROGRAM UNDER THIS AGREEMENT DURING 2013:

\$ **630,000.00**

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo, Supervisor

Witness

Karen Lovejoy Roe, Clerk

Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness

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



Office of Community Standards

Ordinance Department
7200 S. Huron River Drive
Ypsilanti, MI 48197
(734) 485-4393
ytown.org

February 5, 2013

To: Board of Trustees

From: Mike Radzik, Director
Office of Community Standards & Police Administration

Subject: **Request to Approve Authorization for Legal Action in Circuit Court to Abate Public Nuisances at:**

- **S. Congress K-11-40-352-014**
- **2645 Woodruff Ln**

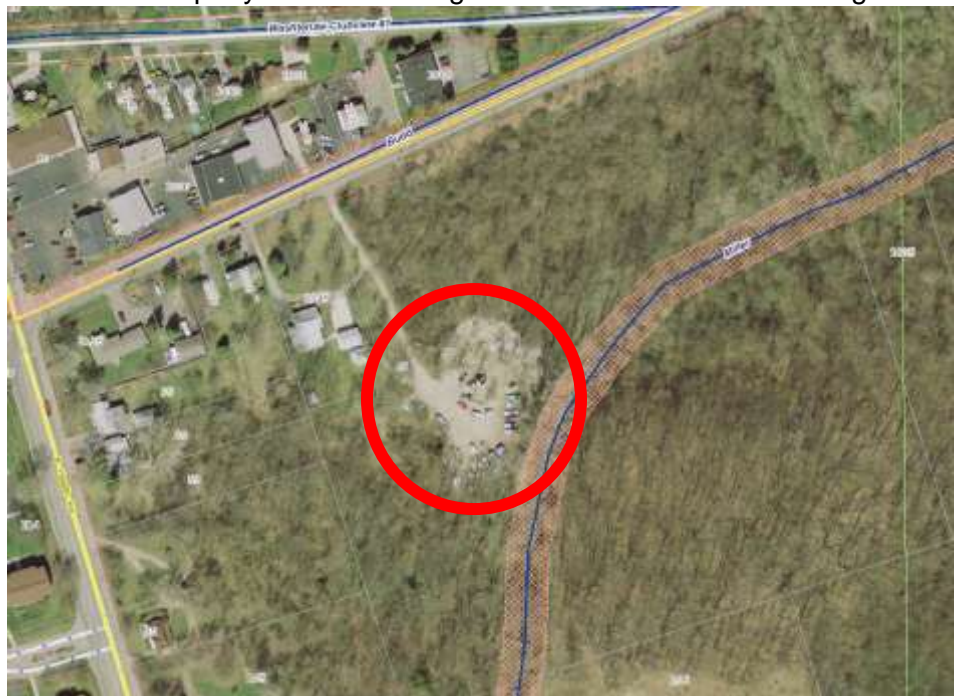
Copy: Doug Winters, Attorney

The Office of Community Standards has conducted public nuisance investigations at the following locations and seeks authorization to initiate legal action to abate the nuisances that currently exist at:

S. Congress K-11-40-352-014

This is a 17.5 acre parcel of vacant and heavily wooded land that OCS staff recently became aware is being used for storage of commercial vehicles, construction equipment and stockpiles of various supplies and debris. OCS recently executed a search warrant and obtained evidence to support circuit court action that will be necessary to cease the unlawful land use. The property is owned by a multinational holding company based in New York and it is believed that a local concrete company has been using the land for commercial storage for at least the past 10-12 years.

In addition, the county's Miller Drain traverses through the property and there is concern about potential environmental contamination to the waterway. OCS staff is working with the Water Resource Commissioner's office to determine whether further action is warranted.



2645 Woodruff Ln

This single family house was severely damaged by fire on May 27, 2012 and has been boarded up and deteriorating for the past eight months. The cost to rehabilitate the structure appears to be prohibitive. Efforts to abate the nuisance have been frustrated because the property owner is deceased since prior to the fire and the heirs apparently did not maintain insurance coverage. At this time, there is no responsible party with the resources to repair or demolish the house.



Fire Marshal Vic Chevrette has determined that the environment of closely situated houses in a densely populated neighborhood is not conducive to a controlled burn training exercise.

OCS staff and legal counsel concur that it is in the best interest of the neighborhood and the community to move forward to cause the house to be demolished prior to onset of warm weather to avoid a worse situation.



Thank you for your consideration and continued support of our nuisance abatement program.

OTHER BUSINESS

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



Office of Community Standards

Building Department
7200 S. Huron River Drive
Ypsilanti, MI 48197
(734) 485-3943
ytown.org

MEMORANDUM

To: Karen Lovejoy Roe, Township Clerk

From: Ron Fulton, Building Director

Date: February 1, 2013

Subject: Request for RFP Authorization

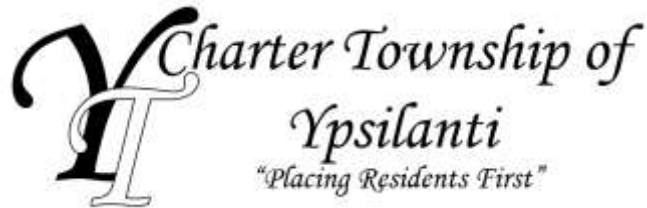
Properties: 554 E. Grand Blvd. K -11-02-374-006
597 E. Grand Blvd. K -11-02-373-046
1248 E. Clark K -11-03-128-002
2371 Wiard Ct. K -11-02-481-003
2375 Wiard Ct. K -11-02-481-003

The Office of Community Standards would respectfully request that the Board consider authorization to request proposals for demolition of the structures at these addresses.

Please place this item on the agenda for the February 11, 2013 Board meeting for consideration.

Park Commission

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



Lonnie Scott, Chair
Keith P Jason Vice Chair
Jasmine Mackey, Secretary
Richard Roe, Treasurer

Commissioners:
Gail Boyd-Palmer
Evan Hayes
Jimmie Maggard
Monica Ross-Williams
Debbie Swanson

MEMORANDUM

To: Karen Lovejoy Roe, Township Clerk
From: Lonnie Scott, Park Commission Chair
Date: February 7, 2013
Subject: Request for Parks and Recreation Survey Information Mailing

At our meeting on February 4, 2013, the Park Commission approved making a request to the Township Board of Trustees to mail a postcard with information about the Parks and Recreation survey to Ypsilanti Township residents in single family homes and apartments.

The Park Commission would appreciate our request be given expedited consideration as we must move quickly to get the survey completed in order to move forward with our 5-year plan. I will be happy to attend the board meeting when this will be discussed to answer any questions board members may have.

Please place this request on the next available agenda. If you have any questions, please give me a call.

Thank you in advance for your consideration.