

Happy Holidays!



From our office

to you and your family!

**WORK SESSION AGENDA
CHARTER TOWNSHIP OF YPSILANTI
MONDAY, DECEMBER 9, 2013**

5:00 P.M.

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

1. **AFSCME, LOCAL 3451 2014-2017 TENTATIVE CONTRACT – THIS WILL BE DISCUSSED IN EXECUTIVE SESSION**
2. HURON /I-94 CROSSING PRIORITIES NICHOLAS SAPKIEWICZ, WATS
3. PRESENTATION ON WARE COURT MARY LEVINE
4. REVIEW AGENDA
5. OTHER DISCUSSION

EXECUTIVE SESSION

1. AFSCME, Local 3451, 2014-2017 Tentative Contract **(This Item Will Be Discussed In Executive Session)**

Work Session Agenda Item

1. Huron/I-94 Crossing Priorities Nicholas Sapkiewicz, WATS

Washtenaw County is the recipient of a Department of Housing and Urban Development (HUD) Sustainable Communities grant which includes an award of \$80,000 to design non-motorized improvements on Huron over I-94.

A Steering Committee has been assembled to help explore options for non-motorized flow in the area using the Sustainable Communities grant award. The Committee will help determine the community's preferences for a crossing facility at Huron/I-94 in the City of Ypsilanti and Ypsilanti Township.

WATS will compile input from the Steering Committee and conduct public involvement efforts to define local non-motorized connectivity preferences at the crossing. These preferences will guide a Request for Proposals (RFP) for design work intended to aid MDOT in providing crossing improvements. The bridge and roadway infrastructure at this location are state-owned facilities. MDOT representatives will be included throughout project development to ensure improvements planned for the area are aligned with MDOT efforts.



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HAND DELIVERED

November 12, 2013

COPY

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

Dear Supervisor Stumbo:

On behalf of the development team for the Ware Court Veterans' Permanent Supportive Housing Project, I am pleased to submit to you the following documents for the consideration of the Township Board of Supervisors:

1. Payment in Lieu of Taxes (PILOT) Ordinance;
2. Real Estate Appraisal of Township-owned property; and
3. Option to Purchase Township-owned property.

Today, the development team met with Joe Lawson and submitted our conceptual site plan for staff approval. We are very hopeful that Township staff will approve the plan without significant changes.

As part of our efforts to be as competitive as possible on our tax credit application submission to MSHDA, we will require a letter of support signed by you, as the Township Supervisor, expressing the Township's support for the development. This will permit us to apply for points under MSHDA's Community Revitalization Plan category. I have attached an excerpt from the point sheet explaining how one can achieve such points. We hope you will be willing to author such a letter.

In the next few weeks, I will also be submitting for consideration and approval of the Board of Township Supervisors a Municipal Service Agreement. As I stated in my email to you, I will be able to do that once I have a more firm and reliable operating budget. In part the operating budget hinges on the overall estimated total development costs, including estimated expenses, and debt the development will carry.

We are anxious to present our development proposal including the PILOT and Option to Purchase to the Township Board of Supervisors. We are working on a timeline that requires us to submit our funding application to MSHDA by

"A good home must be made, not bought"

- Joyce Maynard

Supervisor Brenda Stumbo
Page 2
November 12, 2013

February 14, 2014. Consequently, we hope that you will be able to place our request for the PILOT and our Option to Purchase Township-owned property before the Board as soon as possible so we can meet that deadline.

Very truly yours,

A handwritten signature in cursive script that reads "Mary P. Levine". The signature is fluid and elegant, with a large initial "M" and a long, sweeping tail.

Mary P. Levine

Enclosures

CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION
ARTICLE VI. - FINANCE

DIVISION 3. - TAX EXEMPTIONS

DIVISION 3. - TAX EXEMPTIONS

[Sec. 2- . - Service charge in lieu of taxes for a proposed multiple family dwelling project for persons of low income to be financed or assisted pursuant to the provisions of the State Housing Development Authority Act of 1966.](#)

[Sec. 2- . - Tax exemption for housing projects.](#)

[Secs. 2- — . - Reserved.](#)

Sec. 2-186. - Service charge in lieu of taxes for a proposed multiple family dwelling project for persons of low income to be financed or assisted pursuant to the provisions of the State Housing Development Authority Act of 1966.

- (a) *Title.* This section shall hereafter be known and cited as the "Township Tax Exemption Ordinance."
- (b) *Preamble.* It is acknowledged that it is a proper public purpose of the state and its political subdivisions to provide housing for its citizens of low income and to encourage the development of such housing by providing for payment of an annual service charge in lieu of property taxes and in accordance with the State Housing Development Authority Act of 1966 (The Act). The township is authorized by said act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under The Act at any amount it chooses not to exceed the taxes that would be paid but for The Act. It is further acknowledged that such housing for persons of low income is a public necessity, and as the township will be benefitted and improved by such housing, the encouragement of the same by providing certain real estate tax exemption therefore is a valid public purpose. Further, it is acknowledged that the provisions of this section for tax exemption and the service charge in lieu of taxes during the periods hereinafter contemplated are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance thereon.

The Township acknowledges that Ware Court LLC (the "Sponsor") has offered, subject to receipt of a Mortgage Loan to erect, own and operate a housing development identified as Ware Court on certain property located at 1045 Ware Court in the Township to serve persons of low income, and that the Sponsor has offered to pay the Township on account of this housing development an annual service charge for public services in lieu of all taxes.

- (c) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Act means the State Housing Development Authority Act being Act No. 346 of the Public Acts of Michigan of 1966 (MCL 125.1401 et seq., MSA 16.114(1) et seq.), as amended.

Authority means the state housing development authority.

Annual Shelter Rents means the total collections during an agreed annual period from all occupants of a housing development representing rent or occupancy charges, exclusive of charges for gas, electricity, heat, or other utilities furnished to the occupants.

Housing development means a development which contains a significant element of housing for persons of low income as defined by the Act, and such elements of other housing, commercial,

CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION
ARTICLE VI. - FINANCE

DIVISION 3. - TAX EXEMPTIONS

recreational, industrial, communal, and educational facilities as the Authority determines improve the quality of the development as it relates to housing for persons of low income.

Mortgage Loan means a state-aided or federally-aided mortgage as defined in The Act.

Veterans Housing means a Housing Development in which all or a portion of the units are set aside for individuals or families in which one or more family members is a United States military veteran who is eligible to receive benefits from the United States Department of Veterans Affairs.

Sponsor means persons or entities who have undertaken to own, operate and manage a low income housing development through the allocation of Low Income Housing Tax Credits allocated by the Authority under its act.

Utilities mean fuel, water, sanitary sewer service and/or electrical service which are paid by the development.

- (d) *Class of housing developments.* It is hereby determined that the class of housing developments to which the property tax exemption shall apply and for which a service charge shall be paid in lieu of property taxes shall be Veterans Housing as defined by this Ordinance and which is financed or assisted pursuant to the Act. It is further determined that Ware Court Apartments is of this class.
- (e) *Establishment of annual service charge.* The housing development identified as Ware Court and the property on which it is located shall be exempt from all property taxes. The township, acknowledging that the Sponsor and the Authority have established the economic feasibility of the housing development in reliance upon the enactment and continuing effect of this section and the qualification of the housing development for exemption from all property taxes and an annual payment in lieu of taxes as established herein, and in consideration of the Sponsor's offer to own, operate and manage said housing development, hereby agrees to accept payment of an annual service charge for public services in lieu of all property taxes. The payment of the annual service charge shall be equal to four (4) percent of the difference between annual shelter rents actually collected and utilities.
- (f) *Contractual effect of section.* Notwithstanding the provisions of Section 15(a)(5) of The Act to the contrary, a contract between the township and the sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effected by enactment of this ordinance.
- (g) *Payment of service charge.* The service charge in lieu of taxes, as determined under this section, shall be payable in the same manner as general property taxes are payable to the township except that the annual payment shall be due on or before December 1, of each year and payable without penalty through February 15. Such taxes shall be for the 12-month period prior to the due date.
- (h) *Duration.* Subject to the limitation below, the contractual effect of this section shall remain in effect and shall not terminate so long as Ware Court is covered by a state-aided or federally-aided mortgage, however, in no event shall the contractual effect of this section extend beyond sixteen years from the date of occupancy of the housing development.
- (i) *Severability.* The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of the Ordinance as a whole or any section or provision of this Ordinance other than the section or provision so declared to be unconstitutional or invalid.

CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION
ARTICLE VI. - FINANCE

DIVISION 3. - TAX EXEMPTIONS

- (j) *Effective Date.* This Ordinance shall become effective on _____, or as otherwise provided in the Charter. All ordinances or parts of ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

OPTION TO PURCHASE

This Option is given as of this ____ day of _____, 2013, by Ypsilanti Charter Township whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197 ("Optionor") to Ware Court Limited Dividend Association Limited Partnership, of 201 N. Washington Square, Suite 850, Lansing, Michigan 48933 ("Optionee").

Section 1. Grant of Option

Optionor, in consideration of \$1500.00, paid by Optionee to Optionor, receipt of which Optionor acknowledges, grants to Optionee the exclusive right and option to purchase, on the following terms and conditions, that real property described in Exhibit A, attached to and made a part of this Option to Purchase, located in the Charter Township of Ypsilanti, Washtenaw County, Michigan, the "Property," together with any and all improvements on the Property.

Section 2. Option Period

The term of this Option will be 24 months, commencing on the date of this Option to Purchase and ending on _____, 2015.

Section 3. Purchase Price of Property

The full purchase price of the Property is \$115,000.00, which will be payable as provided in this Option Agreement if Optionee elects to exercise this Option.

Section 4. Application of Consideration to Purchase Price

Optionee purchases the Property described in this Option under the terms and conditions of this Option agreement; the consideration paid for this Option will not be applied to the purchase price.

Section 5. Exercise of Option

Optionee may exercise this Option by giving Optionor written notice of the exercise, signed by the Optionee, before the time set forth in this Option Agreement for expiration. Within 30 days after receipt of the notice, Optionor will deliver to Optionee, against payment of the purchase price, a general warranty deed to the Property. Tender of Optionee's valid check for the purchase price will constitute a sufficient tender.

Section 6. Proof of Title

Optionor, will at its expense, furnish Optionee with a policy of title insurance, written by a title insurer acceptable to Optionee, insuring the title to the Property to be free and clear of all defects.

Title to the Property will be conveyed free and clear of all encumbrances.

Section 7. Failure to Exercise the Option

If Optionee does not exercise this option in accordance with its terms and within the Option period, this Option and the rights of Optionee will automatically and immediately terminate without notice. In the event Optionee fails to exercise this Option, Optionor will retain the sum paid as consideration for this Option and be under no obligation to complete the Purchase and Sale contemplated under this Option Agreement.

Section 8. Time of the Essence

Time is of the essence of this Option.

Section 9. Binding Effect

This Option will bind and inure to the benefit of the parties to it, and their respective heirs, successors, or assigns.

The Optionor has executed this Option at Ypsilanti Township, Washtenaw County, Michigan, as of the day and year first written above.

CHARTER TOWNSHIP OF YPSILANTI (OPTIONOR)

By: _____
Brenda Stumbo

Its: Township Supervisor

EXHIBIT A

The subject property is comprised of several parcels of which only one is currently legally described and contains 3.8 acres of land, more or less. The parcels are depicted below on the sketch and comprise approximately 4.18 acres, more or less, including all of Tax Parcel K-11-02-275-008 and portions of Tax Parcel K-11-02-275-018.



MUNICIPAL SERVICE AGREEMENT

This Municipal Service Agreement entered into on this ____ day of _____, 2013, by and between e Ware Court Limited Dividend Housing Association Limited Liability Company, a Michigan Limited Liability Company (“Owner”) and the Charter Township of Ypsilanti, a Michigan charter township (“Township”).

RECITALS

The Owner is in the process of constructing and owning a rental housing development for low and moderate income individuals known as Ware Court on land legally described in attached Exhibit A (“Project”).

The Owner desires to assure that certain municipal, governmental, social, and recreational services will be provided for the benefit and enjoyment of the residents of the Project during the term of that certain Payment in Lieu of Tax Ordinance (“PILOT”), Ordinance Number ____, adopted by the Township.

AGREEMENT

The parties agree as follows:

1. Municipal Services (“Municipal Services”) shall include but are not limited to: Emergency Services, including Emergency Medical and Ambulance Services, Fire Protection and Police Protection; and other miscellaneous governmental, social and recreational services as may, from time to time, be mutually agreed to by the parties.
2. The Township shall for the life of this Agreement, provide the Municipal Services as described in paragraph 1 above. Municipal Services shall be provided in the customary way, in a competent and workmanlike manner, and in accordance with all applicable state and federal laws, rules, and regulations.
3. Payment for Municipal Services shall commence on the date Ware Court Apartments is placed in service and shall end sixteen (16) years thereafter, unless extended by mutual agreement of the parties. The yearly payment shall be \$4000.00.
4. This agreement is governed by the laws of the State of Michigan. This agreement constitutes the entire understanding and agreement between the parties and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of the parties, whether oral or written. This agreement may be amended only by written agreement, signed by the parties.
5. This Municipal Services Agreement is executed as of the day and year first above written.

Ware Court Limited Dividend Housing Association Limited Liability Company

By: Ware Court, LLC
Its: General Partner

By: PGLLG, LLLC
Its: Managing Member

By: _____
Mary Levine
Its: Member

Charter Township of Ypsilanti

By: _____
Its: Township Supervisor

By: _____
Its: Township Clerk

This Agreement was approved by the Charter Township of Ypsilanti Board of Supervisors.

Township Clerk

EXHIBIT A – LEGAL DESCRIPTION

TBD

BURGOYNE APPRAISAL COMPANY, LLC

DAVID E. BURGOYNE ASA SR/WA
CERTIFIED GENERAL REAL ESTATE APPRAISER
AQB CERTIFIED USPAP INSTRUCTOR

TELEPHONE (734) 996-1485
FACSIMILE (734) 943-6087

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LANSING OFFICE (517) 485-7366
CERTIFIED GENERAL REAL ESTATE APPRAISER

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BRIAN A. O'NEILL SR/WA RW-AC
CERTIFIED GENERAL REAL ESTATE APPRAISER

RICHARD J. ANTIO
MACOMB COUNTY (586) 286-5103
LIMITED REAL ESTATE APPRAISER

October 29, 2013

Ware Court Limited Dividend Housing Association, LP
C/o Levine Law Group, PLLC
201 N. Washington Square, Suite 850
Lansing, MI 48933

Re: Summary Appraisal Report of Vacant Township Property
4.18 Net Acre Parcel of Vacant Land Located on
Ware Court, Between Holmes & Clark Roads
Ypsilanti Township, MI

Ladies and Gentlemen:

In compliance with your request, I have analyzed the above-captioned parcel of real estate and prepared this summary real estate appraisal report. The purpose of this appraisal is to present my professional opinion of the estimated market value of the subject property as of October 10, 2013, the most recent date of inspection of the subject property. The Ware Court Limited Dividend Housing Association, LP, as the client, has requested an appraisal of the 4.18 acre subject property to determine the estimated market value of the subject property.

The appraiser does not intend use of this report by others. This report is not intended for any other use. This appraisal is prepared in accordance with the *Uniform Standards of Professional Appraisal Practice* of the Appraisal Foundation and the Codes of Ethics and Standards of the International Right-of-Way Association and the American Society of Appraisers. The interest appraised is fee simple subject to known easements and restrictions. This appraisal includes only real property but is comprehensive in that regard. Real property includes land, buildings, site improvements, and building fixtures that have become attached. The appraisal does not include personal property or equipment.

The subject property is located at the end of Ware Court, between Clark and Holmes Roads. The subject land consists of a single parcel and parts of a larger parcel of land owned by the Township of Ypsilanti. The size of the subject land is estimated to consist of 4.18 net acres or roughly 182,000 square feet of land. The land is zoned RM-2, Multiple Family Residential and is also Master Planned for multi-family residential development. All utilities are available to the site including water and sanitary sewer.

*Summary Appraisal Report of Vacant Township Property
4.18 Net Acre Parcel of Vacant Land Located on
Ware Court, Between Holmes & Clark Roads
Ypsilanti Township, MI
October 29, 2013*

This appraisal is based on numerous assumptions, limiting conditions and restrictions on disclosure and use that are included later in this document. Based on the information and analysis presented in the following report, it is my opinion that the market value of the subject real estate as of the October 10, 2013 date of valuation is One Hundred Fifteen Thousand Dollars (\$115,000)

MARKET VALUE OF SUBJECT

\$115,000

This appraisal is based upon the property as I find it and upon certain details and limiting conditions attached hereto and made a part hereof, without any consideration of title, encroachments, restrictions or tax history that might impair its value. I have no interest in this property or any property in the immediate vicinity and our fee is in no way contingent upon the amount of value herein reported.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period prior to acceptance of this assignment.

Respectfully Submitted,



David E. Burgoyne, ASA, SR/WA
Certified General Real Estate Appraiser #1201-000222

A. Subject Parcel Identification



Aerial Depiction of Subject Property

Owner of Record: Township of Ypsilanti

Property Identification: K-11-02-275-008 & part of K-11-02-275-018

Address: End of Ware Court, between Clark and Holmes Roads, in Ypsilanti Township, Washtenaw County, MI

Present Use: Vacant land zoned for multiple family development

Highest and Best Use: Multiple-family residential development as zoned

Interest Appraised: Fee Simple Estate

Date of Valuation: October 10, 2013

Date of Appraisal: October 29, 2013

Appraiser: David Edward Burgoyne, ASA, SR/WA
Certified General Real Estate Appraiser

Assisted By: Richard J. Antio
Limited Real Estate Appraiser

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Letter of Transmittal

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- C. Comparable Market Data
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C. Summary of Salient Facts

Property Owner:	Township of Ypsilanti
Property Address:	End of Ware Court, between Clark and Holmes Roads, Ypsilanti Township, Washtenaw County
Property Type:	Vacant multiple-family residentially zoned land
Land Area:	4.18 net acres or 182,000± square feet
Parcel Shape:	Slightly irregular
Topography:	Level and mostly clear
Utilities:	All normal utilities available
Frontage:	Located at the end of Ware Court, west off of Midway Avenue
Zoning:	RM-2, Multiple - Family Residential
Highest and Best Use:	Multiple-family residential development as zoned
Improvements:	None
Market Value:	\$115,000
Date of Valuation:	October 10, 2013
Date of Report:	October 29, 2013

D. Legal Description

The subject land consists of one separately identified tax parcel (3.80 acres) and a small area (0.38± acres) of a larger tax parcel (8.36 acres) both owned by the Township of Ypsilanti. As a result, there is no legal description for the portion of the subject land that is part of the larger parcel. The 3.80 acre parcel is described as follows:

Tax Parcel K-11-02-275-008

YP#2-1F-1; COM AT CENTER OF SEC, TH S 88-44-20 W 248.34 FT IN E & W 1/4 LINE; TH N 1-17-20W 458.74 FT IN C/L MIDWAY BLVD; TH S 88-53 W 671.80 FT TH N 21-08-55 W 11.92 FT FOR POB; TH S 88-44-20 W 516.75 FT; TH N 1-12-15 W 398.74 FT; TH S 86-42-20 E 397.18 FT; TH S 21-08-55 E 69.08 FT; TH S 69-29-50 W 12.04 FT; TH S 21-08-55 E 317.03 FT TO POB. BEING PART OF NW 1/4, SEC 2, T35-R7E, 3.80 AC.

E. Zoning

Based on the current Ypsilanti Township Zoning Map, the subject is zoned RM-2, Multiple Family District. The Future Land Use Map also indicates the subject land is master-planned for multiple-family development. Relevant portions of the RM-2 section and the Schedule of Regulations from the zoning ordinance are reproduced on the following pages.

Sec. 500. Intent:

The RM-1 and RM-2 multiple-family residential districts are designed to provide sites for low- to moderate-density multiple-family dwelling structures, and related uses, which will generally serve as zones of transition between nonresidential districts and single-family districts.

Sec. 501. Principal uses permitted:

In RM-1 and RM-2 multiple-family residential districts, no building or land shall be used and no building shall be erected except for one or more of the following specified uses unless otherwise provided in this ordinance.

1. All principal uses permitted and all uses permitted subject to special conditions and as regulated in the R-1 through R-5 one-family residential districts.
2. Two-family and multiple-family dwellings.
3. Accessory buildings and uses customarily incident to any of the above permitted uses.

(Ord. No. 98-224, § III, 6-3-99)

Sec. 502. Uses permitted subject to special conditions:

The following uses may be permitted upon the granting of a permit for such use by the planning commission subject to the conditions hereinafter imposed for each use and subject further to such other reasonable conditions which in the opinion of the planning commission are necessary to provide adequate protection to the neighborhood and to abutting properties and subject further to a public hearing in accord with [sec. 2309](#) and further shall be reviewed as provided for in [sec. 2119](#):

1. Utility and public service buildings in uses (without storage yards) when operating requirements necessitate the locating of such building within the district in order to serve the immediate vicinity.
2. State-licensed residential child and adult care facilities as provided for in [section 2122](#)
3. Reserved.
4. Convalescent homes or nursing home not to exceed a height of two stories, when the following conditions are met:
 - a. The site shall be so developed as to create a land to building ratio on the lot or parcel whereby for each one bed in the convalescent home there shall be provided not less than 1,500 square feet of open space. The 1,500 square feet of land area per bed shall provide for landscape setting, off-street parking, service drives, loading space, yard requirements, employee facilities, and any space required for accessory uses. The 1,500-square-foot requirement is over and above the building coverage area.
 - b. No building shall be closer than 40 feet to any property line.
5. General hospitals, except those for criminals and those solely for the treatment of persons who are mentally ill or have contagious disease, not to exceed four stories when the following conditions are met:
 - a. All such hospitals shall be developed only on sites consisting of at least five acres in area, and shall not be permitted on a lot or lots of record.
 - b. The proposed site shall have at least one property line abutting a major thoroughfare.
 - c. The minimum distance of any main or accessory building from bounding lot lines or streets shall be at least 40 feet for front, rear, and side yards for all two-story structures. For every story above two, the minimum yard distance shall be increased by at least ten feet.
 - d. Ambulance and delivery areas shall be obscured from all residential view with an obscuring wall or fence six feet in height. Ingress and egress to the site shall be directly from a major thoroughfare.
 - e. All ingress and egress to the off-street parking area, for guests, employees, staff, as well as any other uses of the facilities, shall be directly from a major thoroughfare.
6. Accessory buildings and uses customarily incident to any of the above permitted uses.

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

Zoning District (ee)	Minimum Zoning Lot Size Per Unit (b, z, cc)		Maximum Height of Structures		Minimum Yard Setback (per lot in feet) (d, l, j, k, r, w, x, y, bb)				Minimum Ground Floor Area Per Unit (sq. Ft.)	Maximum % of Lot Area Covered (by all buildings)
	Area in Sq. Ft. (a, aa)	Width in Feet (c)	In Stories	In Feet (g)	Front (m)	Side (n) Least	Total of Two	Rear (n)		
R-1 one-family residential	32,500	100	2	25	25	12(e)	25	35	1 story 1,200 2 story 900	30
R-2 one-family residential	21,780	90	2	25	25	10(e)	20	35	1 story 900 2 story 720	30
R-3 one-family residential	14,000	80	2	25	25	5(e)	16	35	1 story 720 2 story 600	30
R-4 one-family residential	8,400	60	2	25	25	5(e)	16	35	1 story 720 2 story 600	30
R-5 one-family residential	5,400	50	2	25	20	5(e)	16	35	1 story 720 2 story 600	35
RM-1 multiple-family	(f)	—	2	25	30(l)	30(l)	60(l)	30(l)	Eff. 350 1 br. 500 2 br. 700	15
RM-2 multiple-family	(f)	—	3	35	30(l)	30(l)	60(l)	30(l)	3 br. 900 4 br. 1,100	25
RM-3 multiple-family	(f)	—	4	45	40(l)	40(l)	80(l)	50(l)	Eff. 350 1 br. 500 2 br. 700	15
RM-4 multiple-family	(f)	—	No maximum (h)		50(l)	50(l)	100(l)	50(l)	3 br. 900 4 br. 1,100	15
RM-5 townhouse residential	(f)	—	3	35	10 (dd)	10		10	Minimum total area/unit: 1,000	None

Applicable footnotes for the RM-2 District

- (f) For all developments in the RM multiple-family districts, the total number of dwelling units shall not be more than the following:
- RM-1 = One dwelling unit for each 8,100 square feet of lot area
 - RM-2 = One dwelling unit for each 7,200 square feet of lot area
 - RM-3 = One dwelling unit for each 5,400 square feet of lot area
 - RM-4 = One dwelling unit for each 3,000 square feet of lot area
 - RM-5 = One dwelling unit for each 4,300 square feet of lot area

F. Assessed Value and Taxes

The subject property is owned by the Township of Ypsilanti and is exempt from property taxation.

G. Sale History of Property

The Uniform Standards of Professional Appraisal Practice (USPAP) require the appraiser to report all sales of the subject occurring within three years of the date of value. It is our understanding that there has been no sale of the subject property within three years of the October 10, 2013 date of valuation.

H. Ownership, Occupancy and Contact with the Owner

The subject land is owned by the Township of Ypsilanti. This appraisal is necessary because the Ware Court Limited Dividend Housing Association, LP (the Client), has requested an appraisal of the property for the possible purchase of the land described in this report by our client. Our contact has been with Mary and Michael Levine, as attorneys for Ware Court Limited Dividend Housing Association, LP, as well as partners. The subject property was inspected several times and most recently on October 10, 2013.

I. Interest Appraised

The interest appraised is fee simple subject to known easements and restrictions. This appraisal includes only real property but is intended to be comprehensive in that regard.

J. Purpose of the Appraisal

The purpose of this appraisal is to determine the market value of the subject property as of a current date. The effective date of this appraisal is October 10, 2013, the most recent date of inspection of the subject parcel. With respect to the scope of this assignment, it is necessary to define the important terms governing the preparation of the appraisal. The following pages include definitions and comments relative to the application of these fundamental concepts and standards. These definitions are all based on standard appraisal definitions and the Michigan Model Civil Jury Instructions.

Market Value - A current economic definition of market value generally agreed upon by federal financial institutions in the United States is:

"The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress (The Appraisal of Real Estate, Thirteenth Edition, Page 23).

Appraisers are cautioned to identify the exact definition of market value, and its authority, applicable in each appraisal completed for the purpose of market value." (Uniform Standards of Professional Appraisal Practice [USPAP] as promulgated by the Appraisal Standards Board of The Appraisal Foundation, 2010-2011. p. U-4).

Highest and Best Use

The requirements of intelligence, knowledge and willingness as a part of the concept of market value require that the property be considered under its highest and best use. "Highest and Best Use" is defined as the most profitable and advantageous use the owner may make of the property even if the property is presently used for a different purpose, or is vacant, so long as there is a market

demand for such use.” The highest and best use must be physically possible, legally permissible, economically feasible and maximally productive (Appraisal Institute - The Appraisal of Real Estate, Thirteenth Edition 2008, Page 298). The following offers a more detailed analysis of the four criteria stated above:

1. **Physically Possible:** The site must possess adequate size, shape, and soil conditions to support the proposed use.
2. **Legally Permissible:** The proposed use of the property must conform to all local and state zoning and use restrictions for the site.
3. **Financially Feasible:** The proposed use must be capable of providing a net return to the property owner.
4. **Maximally Productive:** Of those physically possible, legally permissible, and financially feasible uses, the highest and best use for a property is that use which provides the greatest net return to the property owner over a given period of time.

Principle of Substitution

The principle of substitution affirms that the maximum value of property tends to be set by the cost of acquisition of an equally desirable and valuable substitute property, assuming no costly delays are encountered in making the substitution. The principle of substitution is of basic importance in translating the requirements of market value to the actual appraisal process. It provides the controlling logic under which normal approaches to value must be applied. The essential point of this principle is that the definition of market value assumes equal intelligence, willingness and knowledge on the part of both buyers and sellers, and that the cost of reasonable substitution (the cost of a comparable alternative property) is the point of common interest between the two.

K. Discussion of the Appraisal Problem and Scope of Work

This is an appraisal of the subject parcel with a valuation date of October 10, 2013. This appraisal addresses the market value of the entire subject real estate as of this date. This appraisal is necessary because the Ware Court Limited Dividend Housing Association, LP, as client, has requested an appraisal of the property for the possible purchase of the land described in this report.

The subject property is located at the end of Ware Court, between Clark and Holmes Roads. The subject land consists of a 3.80 acre separately identified tax parcel and a small part (0.38± acres) of a larger (8.36 acres) separately identified tax parcel both owned by the Township of Ypsilanti. The subject land contains roughly 4.18 net acres or roughly 182,000 square feet of land. The land is zoned RM-2, Multiple Family Residential and is also Master Planned for multi-family residential. All utilities are available to the site including water and sanitary sewer.

This appraisal of the subject property is a logical process which involves the collection of both general and specific data relevant to the subject parcel, determination of the highest and best use as of the date of taking, selection of the appropriate approaches to value, and subsequent application of those approaches. The three basic approaches to value are the Direct Sales Comparison Approach, the Income Approach, and the Replacement Cost Less Depreciation Approach (or, simply the Cost Approach).

The Direct Sales Comparison Approach is an appraisal technique in which the value is predicated upon prices paid in arms-length market transactions and prices asked demonstrated by current listings. Unusual financing terms paid or offered must be reflected in terms of cash or in terms equivalent to cash.

The Income Approach is an appraisal technique in which the anticipated net income is processed to indicate the capital amount of the investment that produces the net income. The capital amount, called the capitalized value, is in effect the sum of the anticipated annual rents less the loss of interest to the time of collection.

The Cost Approach is a method in which the value of a property is derived by estimating the replacement cost of the improvements, deducting there from the estimated depreciation. This approach is based on the assumption that the replacement cost new sets the upper limit of building value, provided that the improvements represent the highest and best use of the land.

This is a summary narrative report that is intended to be complete in terms of scope and depth of analysis. Real property includes land, buildings, site improvements, and building fixtures that have become attached. This appraisal does not include personal property or equipment. As the subject property is vacant land, only the Direct Sales Comparison Approach will be used to estimate the market value of the subject property as land zoned for multiple-family residential development.

Application of the direct sales comparison approach to value relies on recent sales or listings of land considered similar to the subject. Unit rates of *both* dollars per acre and dollars per density unit will be used to facilitate this comparison. As the subject is vacant land, the Income and Cost Approaches to Value, not typically used in the appraisal of vacant land, were deemed inapplicable and are not applied.

Market research for this appraisal was extensive. This involved research with public and government sources, published commercial data sources, and assessing files and sales studies available in Ypsilanti Township and surrounding municipalities. Numerous documents were provided and reviewed. An inspection of the subject property was performed most recently on October 10, 2013.

L. Intended Use and Intended Users

This appraisal is necessary because the Ware Court Limited Dividend Housing Association, LP has requested an appraisal of the subject property for potential purchase from the Township of Ypsilanti. As such, its intended use is to estimate market value as of a current date. Intended users include the Ware Court Limited Dividend Housing Association, LP as client, anyone designated as a partner, and their attorneys. Use of this report by others is not intended and this report is not intended for any other use.

M. Personal Property

No equipment or personal property is included in this appraisal report.

N. Environmental Conditions

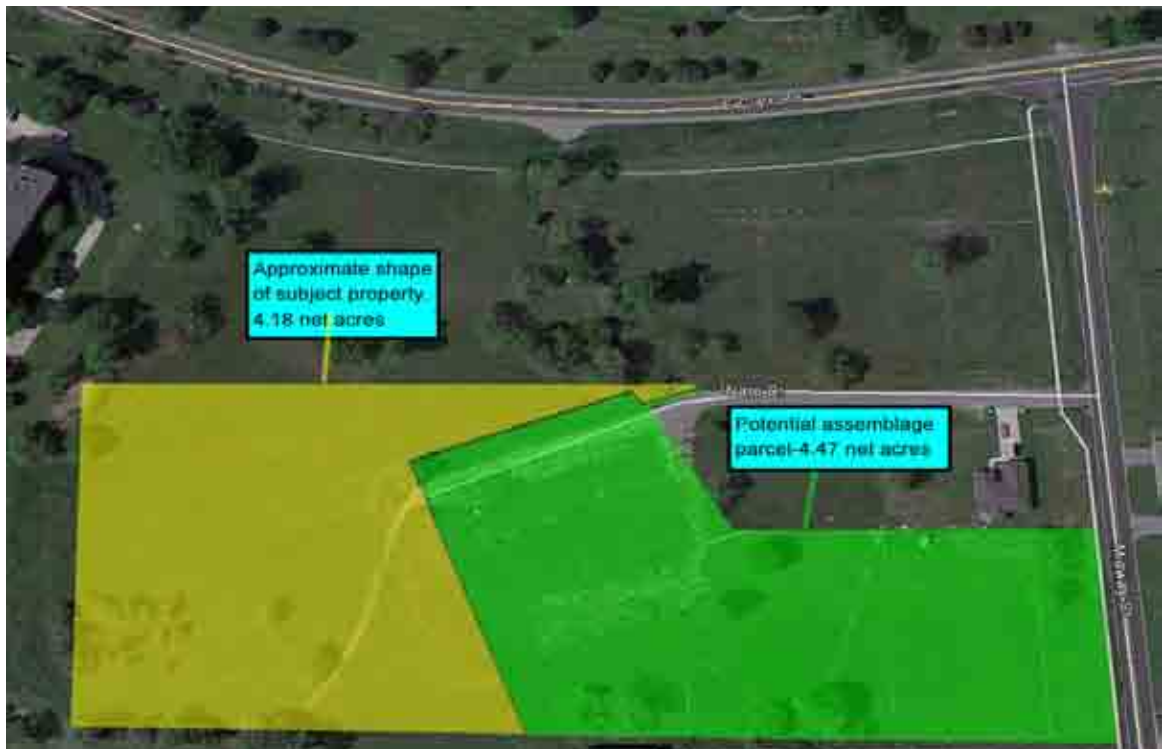
This appraisal is made subject to the assumption that the subject property is free of hazardous substances. We are neither trained nor qualified to investigate or identify the existence of hazardous substances on the subject property. The conclusion of value is based upon the assumption that no hazardous substances are present. The existence of contamination could reduce the market value of the subject property. Please refer to the limiting condition identified in the first paragraph of the second page of the Limiting Conditions and Restrictions on Disclosure and Use at the end of this report and also identified in the Table of Contents under Section III-B. No responsibility is assumed for any such conditions or for any expertise or knowledge required to discover them. The client, and any other interested party, is urged to retain an expert trained in the detection of toxins and hazardous substances, if desired.

Furthermore, no regulated wetlands or other environmentally sensitive areas that could adversely affect value, such as woodlands, were observed on the property.

SECTION II - VALUATION OF SUBJECT PROPERTY

A. Description of Property

The subject property is located in the Northwest ¼ of Section 2, Town 3 South, Range 7 East, in the Township of Ypsilanti, Washtenaw County, Michigan. The subject land is identified as Tax Parcel K-11-02-275-008 and a very small part of Tax Parcel K-11-02-275-018. More specifically, the subject property is located at the end of Ware Court, between Clark and Holmes Roads. Ypsilanti Township basically surrounds the City of Ypsilanti on three sides. Eastern Michigan University is located in the City of Ypsilanti. The subject property is positioned two to three miles northeast of the Eastern Michigan University campus.



The assembled site consists of 4.18 net acres or roughly 182,000 square feet of land. The land is zoned RM-2, Multiple Family Residential and is also Master Planned for multi-family residential development. All utilities are available to the site including water and sanitary sewer. The topography of the site is level and mostly clear. Access to the site is via Ware Court off of Midway Avenue. The land is

located in the Ypsilanti Community School District. The larger portion of the subject property consists of 3.80 net acres and is roughly shaped like a quadrilateral. The smaller 0.38± acre portion of the property basically consists of three small triangular areas. The reason for the addition of the smaller triangular areas is to “square off” the property with adjoining lands to the south and east under the control/ownership of Ware Court Limited Dividend Housing Association, LP. As a result, the irregular shape of the subject parcel would have little effect on the development of the assembled site. Please refer to the aerial on the previous page depicting the two areas to potentially be assembled. Please note that the parent site from which the subject is divided is all owned by the Township of Ypsilanti and is considerably less irregular overall. Furthermore, small irregularities in shape do not impact multiple family development parcels that are largely appraised based on potential density – which is not impacted by shape as long as a parcel is regular enough to be buildable. The subject piece is the least desirable portion of the township property as it is rear portion of the larger ownership and without frontage on Clark Road or Midway.

B. Present Use of Property

The property consists of 4.18 acres of vacant multiple-family residentially zoned land.

C. Highest and Best Use of Property

"Highest and Best Use" is defined as the most profitable and advantageous use the owner may make of the property even if the property is presently used for a different purpose, or is vacant, so long as there is a market demand for such use." The highest and best use must be physically possible, legally permissible, economically feasible and maximally productive (Appraisal Institute - The Appraisal of Real Estate, Thirteenth Edition 2008, Page 298). The following offers a more detailed analysis of the four criteria stated above:

1. **Physically Possible:** The site must possess adequate size, shape, and soil conditions to support the proposed use.
2. **Legally Permissible:** The proposed use of the property must conform to all local and state zoning and use restrictions for the site.
3. **Financially Feasible:** The proposed use must be capable of providing a net return to the property owner.
4. **Maximally Productive:** Of those physically possible, legally permissible, and financially feasible uses, the highest and best use for a property is that use which provides the greatest net return to the property owner over a given period of time.

These criteria should usually be considered sequentially. It makes no difference that a use is financially feasible if it is physically impossible to construct the improvement or if such a use is not legally permitted. Only when there is a reasonable possibility that one of the prior unacceptable conditions can be changed is it appropriate to continue with the analysis. The analysis of highest and best use of a given property in a real property appraisal must focus on the highest and best use of the subject both as vacant and as improved. As the subject property is vacant land, it is only necessary to analyze the site as vacant.

As previously discussed, the assembled site consists of 4.18 net acres or roughly 182,000 square feet of land. The land is zoned RM-2, Multiple Family Residential and is also Master Planned for multi-family residential development. All utilities are available to the site including water and sanitary sewer. The topography of the site is level and mostly clear. Access to the site is via Ware Court off of Midway Avenue. As previously mentioned, the irregular shape of the land has little effect on the development of the site as it is being purchased for assemblage with adjoining lands under control of Ware Court Limited Dividend Housing Association.

Physically, the subject is of adequate size to support multiple-family residential development of the site. Multiple family residential development of the land is also legally permissible under the RM-2 zoning designation and the Future Land Use Map. Ypsilanti Township basically surrounds the City of Ypsilanti on three sides.

Eastern Michigan University is located in the City of Ypsilanti. The subject property is positioned two to three miles northeast of the Eastern Michigan University campus. As a result of the subject's location to the college campus and multiple-family zoning, multiple-family residential development of the site is the *most* financially feasible and maximally productive use of the land. Therefore, it is my opinion that the highest and best use of the subject property is for multiple-family residential development.

D. Estimated Value via the Cost Approach

The Cost Approach is a method in which the value of a property is derived by estimating the replacement cost of the improvements, deducting therefrom the estimated depreciation and then adding the market value of the land. The cost approach was deemed inapplicable as the subject is vacant land.

E. Estimated Value via the Income Approach

The Income Approach is an appraisal technique in which the anticipated net income is processed to indicate the capital amount of the investment that produces the net income. The capital amount, called the capitalized value, is in effect the sum of the anticipated annual rents less the loss of interest to the time of collection. The income approach is typically applied to properties that are designed and built as income producing investment properties. As the subject is vacant land, the Income Approach is not considered applicable and is not used.

F. Estimated Value via the Direct Sales Comparison Approach

The Direct Sales Comparison Approach will be used to estimate the market value of the subject property as vacant residential land. The Direct Sales Comparison Approach is an appraisal technique in which the value is predicated upon prices paid in arms-length market transactions and prices asked demonstrated by current listings. Unusual financing terms paid or offered must be reflected in terms of cash or in terms equivalent to cash. Application of the Direct Sales Comparison Approach to value as vacant relies on recent sales or listings of land considered similar to the subject. Unit rates of *both* dollars per acre and dollars per density unit will be used to facilitate this comparison

Comprehensive market research was performed to locate recent sales of vacant land zoned for multiple-family residential development in the general vicinity of the subject. Because of a dearth of vacant multiple-family residentially zoned land in the immediate area, it was necessary to expand the search to surrounding municipalities as well as well as searching for and analyzing single family residential land sale comparables that allow higher densities. This involved research with assessing units in Ann Arbor, Superior, Pittsfield and Ypsilanti Townships as well as the Cities of Ypsilanti and Ann Arbor. Market research also included review of Washtenaw County Board of Realtor data and published commercial data sources. Ultimately, four sales and one listing were chosen and adjusted for differences between the subject and comparable properties. Two of the sales are REO (real estate owned) sales sold by banks. The five comparable properties are tabulated below and discussed on the following pages.

Vacant Residential Sales					
#	Location of Comparable/ Municipality/ School District	Sale Date	Price/ Zoning/ Density	Land Size	Rate P/AC P/Unit
Subj.	Ware Ct. S. of Clark Ypsilanti Township Ypsilanti Schools	NA	NA RM-2 6 units/acre	4.18 Net Acres	NA
1	Hideaway Lane, S. off Travers City of Ann Arbor Ann Arbor Schools	DEC 2012	\$160,000 R4A Approved for 19 units of 40 max	4.0± Net Acres	\$40,000/Acre \$8,421/Unit (\$4,000/Unit)
2	West off Carpenter, N. of Ellsworth Pittsfield Township Ann Arbor Schools	FEB 2012	\$100,000 R-4, MF 54 units/acre	3.59 Net Acres	\$27,855/Acre \$518/Unit
3	SS of Clark., E. of Leforge Ypsilanti Township Ypsilanti Community Schools	Current Listing	\$225,000 RM-2 6 units/acre	1.44 Net Acres	\$156,250/Acre \$28,125/Unit
4	NS of Clark, E. of Leforge Superior Township Ypsilanti Community Schools	MAR 2009	\$55,000 R-4, SF 4.2 units/acre	3.95 Net Acres	\$13,924/Acre \$3,438/Unit
5	ES of Stamford, & WS of Wiard Superior Township Ypsilanti Community Schools	AUG 2010	\$200,000 R-4, S 4.2 units/acre	30.60 Net Acres	\$6,535/Acre \$1,563/Unit

Comparable 1 is the sale of land located on Hideaway Lane, off of Travers Road, in the City of Ann Arbor, Washtenaw County. This transaction from Mercantile Bank Mortgage Company, LLC to Trowbridge Homes of Hideaway, LLC involved the sale of 20 previously platted site condominium units. The sale occurred in December of 2012 for \$160,000. The estimated size of the property is 4.0± acres. This equates to a unit rate of \$40,000 per acre or \$8,421 per dwelling unit based on the approved 19 units or \$4,000 per dwelling unit based on a maximum of 40 allowable units. The site is zoned R4A, Multiple Family Dwelling District and has a minimum lot size 4,300 square feet. This equates to a density of 10 dwelling units per acre. As previously mentioned, the site was originally approved to be developed with 20 site condominium units and a road and utilities were already extended to the site as of the sale date. The buyer submitted a new site plan that received approval in May of 2013. The site is to be developed with 19 units that include 12 four bedroom units and seven (7) three bedroom units. The slightly irregularly shaped site is generally level and mostly clear except for trees along the east, south and west property lines. There are several scattered areas of wetlands

that occupy about 0.20 acres, including the detention pond. The site is proximate to the Leslie Park Golf Course and the south property line abuts an Amtrak railroad line. The property is located in the Ann Arbor School District.

Comparable 1 received various degrees of negative adjustment for its location in the City of Ann Arbor, utilities in place, partial wooded lot, golf course influence and location within the Ann Arbor School District. Positive adjustment was applied to reflect the inferior allowable density and proximity to railroad tracks. This comparable suggests a value for the subject of between \$6,000 and \$3,000 per dwelling unit depending on whether 19 or 40 units are applied. The \$40,000 per acre unit price sets a clear maximum applicable to the subject as well.

Comparable 2 is located west off of Carpenter Road, north of Ellsworth Road, in Pittsfield Township, Washtenaw County. This transaction from Sterling Bank and Trust is the sale of 3.59 acres of vacant land that sold in February of 2012 for \$100,000. This equates to a unit rate of \$27,855 per acre or \$556 per dwelling unit based on 180 proposed units. The land is zoned R-4, High Density Multiple-Family Residential District and has a minimum lot size of 800 square feet and there is no limitation on building height. This equates to a maximum density of 54 dwelling units per acre.

However, according to the Township Planner, this sale parcel was originally planned to be a Phase 2 expansion of American House, a three story senior housing facility to the east. The expansion was planned for 180 units to be built on the 3.59 acre parcel. This equates to a density of 50 units per acre. The existing facility to the east has 104 units on 4.58 acres for a density of 22 units per acre. The parcel does not have road frontage on Carpenter but is accessed via an ingress/egress easement along the south 40 feet of an adjoining parcel to the east. The parallelogram shaped parcel is generally level and heavily wooded and the rear or west property line abuts the US 23 freeway. The property is located in the Ann Arbor School District.

Comparable 2 received various degrees of negative adjustment for its superior allowable density, shape and location within the Ann Arbor School District. Positive adjustment was applied to reflect its location along US 23, commercial view and densely wooded site. Wooded parcels for single family development can often command a premium. However, much of the woods would have to be cleared given the multiple-family zoning of the property. This comparable suggests a value for the subject of \$1,000 to \$2,000 per dwelling unit for the subject, but the density unit price is less useful for this sale because of the very high density. The acreage price is more useful but also would also tend to set an upper limit to the unit rate applicable to the subject because of the greater density and other superior features.

Comparable 3 is located on the south side of Clark Road, east of Leforge Road, in Ypsilanti Township, Washtenaw County. This comparable is the current listing of two parcels of land that encompass 1.44 net acres. Like the subject, the site is zoned RM-2, Multi-Family Residential and has a minimum lot size of 7,200 square feet per dwelling unit. This equates to a density of 6.0 dwelling units per acre. The asking price for this parcel is \$225,000. This equates to a unit rate of \$156,250 per acre or \$28,125 per dwelling unit based on the maximum of 8 allowable units. The rectangular shaped parcel has almost 270 feet of frontage on Clark Road and all utilities are available to the site including municipal water and sanitary sewer. The land is level and mostly clear and the property is in the Ypsilanti School District. This comparable received negative adjustment as it is a listing and not a consummated sale. Additional negative adjustment was applied for residential view, shape and smaller lot size. Smaller parcels of land typically sell for a higher unit rate. This comparable listing tends to suggest a rounded value for the subject as high as \$10,000 per dwelling unit but this is only a listing.

Comparable 4 is located on the north side of Clark Road, east of Leforge Road, in Superior Township, Washtenaw County. This transaction is the sale of 3.95 acres of vacant land that sold in March of 2009 for \$55,000. This equates to a unit rate of \$13,924 per acre or \$3,438 per dwelling unit based on the maximum 16 allowable units. The land is zoned R-4, Single Family Residential District and has a minimum lot size of 7,200 square feet. This equates to a density of 4.2 dwelling units per

acre. The parcel is flag-shaped with 66 feet of frontage on the north side of Clark Road. The access strip measures 66 feet by 307± feet. The remainder of the site measures roughly 740 feet by 208 feet (about 3.5 acres). The land is generally level and mostly wooded and is located in the Ypsilanti School District. All utilities are available to the property including municipal water and sanitary sewer. Comparable 4 was adjusted positively for its inferior density and densely wooded site. Negative adjustment was warranted to reflect this parcel's residential view. This comparable suggests a rounded value for the subject of \$4,500 per dwelling unit and perhaps \$15,000 to \$20,000 per acre.

Comparable 5 is located on the east side of Stamford Road and the west side of Wiard Road, north off of Clark Road, in Superior Township, Washtenaw County. This transaction is the sale of two parcels of land that encompass a total of 30.60 acres of vacant land that sold in August of 2010 for \$200,000. This equates to a unit rate of \$6,535 per acre or \$3,438 per dwelling unit based on the maximum 128 allowable units. The land is zoned R-4, Single Family Residential District and has a minimum lot size of 7,200 square feet. This equates to a density of 4.2 dwelling units per acre. These two undeveloped sale properties were originally planned as Phase 2 and Phase 3 of the Fairway Glens Subdivision. Per the assessor, the original developer and subsequent buyer both lost the properties to foreclosure. This transaction represents the sale of the two undeveloped portions of the original development. The south property line of these two parcels abuts the Green Oaks Golf Course. The irregularly shaped parcel has roughly 1,297 feet and 411 feet of frontage on Wiard and Stamford Roads, respectively. All utilities are available to the property including municipal water and sanitary sewer. The land is level and mostly wooded and is located in the Ypsilanti School District. Negative adjustment was applied to reflect its golf course influence. Positive adjustment was applied for its larger land size, lesser density and dense woodlands. This comparable suggests a rounded value for the subject of \$3,000 per dwelling unit

Based on the five comparables, an adjusted range of about \$1,000 to \$10,000 per dwelling unit is supported, with a central range from about \$3,000 to \$6,000 per unit. The rounded adjusted supportable range for the subject on a per acre basis is

about \$10,000 to \$40,000 per acre with a central range from \$18,000 to \$30,000 per acre. Considering all of the attributes of the subject, a unit rate near the middle of the range of about \$5,000 per unit of allowable density is best supported and is consistent with all of the market data. This is before the subject's rear access is accounted for, as the subject as appraised has no frontage on either Clark Road or Midway

The appraiser is aware of a 4.77 acre multi-family sale property that sold in March of 2010 for \$300,000. The property is located in the City of Ann Arbor and has a density of 10 units per acre (47 total units). However, the site is improved with two older residences currently used as guest houses for families with children in Mott Children's Hospital (an allowable use). If the site were to be developed for multi-family use, the adjusted unit rate would be around \$5,500 per dwelling unit. This is considering that demolition of the buildings would be offset by the ability to generate some income from the houses during the planning process. This is supportive of \$5,000 per unit for the subject property.

The assembled site consists of 4.18 net acres or roughly 182,000 square feet of land. The land is zoned RM-2, Multiple Family Residential and is also Master Planned for multi-family residential development. All utilities are available to the site including water and sanitary sewer. The topography of the site is level and mostly clear. Access to the site is via Ware Court off of Midway Avenue. The land is located in the Ypsilanti Community School District. The larger portion of the subject property consists of 3.80 net acres and is roughly shaped like a quadrilateral. The smaller 0.38± acre portion of the property basically consists of three small triangular areas. The reason for the addition of the smaller triangular areas is to "square off" the property with adjoining lands to the south and east under the control/ownership of Ware Court Limited Dividend Housing Association, LP. As a result, the irregular shape of the subject parcel would have little effect on the development of the assembled site. Please refer to the aerial on the previous page depicting the two areas to potentially be assembled. Please note that the parent site from which the subject is divided is all owned by the Township of Ypsilanti and is considerably less irregular overall. Furthermore, small irregularities in shape do not impact multiple

family development parcels that are largely appraised based on potential density – which is not impacted by shape as long as a parcel is regular enough to be buildable. The subject piece is the least desirable portion of the township property as it is rear portion of the larger ownership and without frontage on Clark Road or Midway. This results in a negative adjustment supporting a unit rate \$4,500 per unit for the subject as appraised

Multiplying the 4.18 net acres of the subject multiple-family zoned land by the established allowable unit rate density of 6.0 units per acre yields a total of 25 allowable units. Multiplying this by the established raw land unit rate of \$4,500 per unit established by the preceding analysis yields an estimated value for the subject of \$112,500 for the value of the subject vacant land zoned for multiple-family development. This is rounded to up \$115,000. \$115,000 also represents \$27,500 per acre which is very supportable with the applicable market data.

ESTIMATED MARKET VALUE OF SUBJECT PROPERTY **\$115,000**

This opinion is based on the foregoing analysis and all available facts relevant to the subject parcel. It is subject to assumptions and limiting conditions attached hereto and made a part hereof. It cannot be considered apart from those conditions and the balance of this report.

G. Correlation and Conclusion of Value

The methods of valuation employed, the direct sales comparison approach, is the method deemed most appropriate in the valuation of the subject. The direct sales comparison approach to value relied on direct comparison with recent sales and current listings of property considered similar to the subject parcel. The direct sales comparison approach to value established a net market value for the subject of One Hundred Fifteen Thousand Dollars (\$115,000) as vacant residential land with a highest and best use for the subject property as multiple family residential development.

ESTIMATED MARKET VALUE OF SUBJECT PROPERTY

\$115,000

Based on the foregoing analysis, it is my opinion that the market value of the subject parcel as of the October 10, 2013 date of valuation is One Hundred Fifteen Thousand Dollars (\$115,000). This opinion is based on the foregoing analysis and all available facts relevant to the subject parcel. It is subject to assumptions and limiting conditions attached hereto and made a part hereof. It cannot be considered apart from those conditions and the balance of this report.

SECTION III - CERTIFICATION OF DAVID E. BURGOYNE, ASA, SR/WA

I hereby certify that, to the best of my knowledge and belief, unless specifically noted otherwise:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions and conclusions are limited only by the reported assumptions, limiting conditions and restrictions on disclosure and use. They are my personal, impartial, and unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of this report. I have no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon development or reporting of a predetermined value or direction of value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Uniform Standards of Professional Appraisal Practice* of the Appraisal Foundation and the Codes of Professional Ethics of the International Right of Way Association and the American Society of Appraisers.

The use of this report is subject to the requirements of the International Right of Way Association and the American Society of Appraisers relating to review by their duly authorized representatives.

I have made a personal inspection of the property that is the subject of this report.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period prior to acceptance of this assignment.

No one, except for Richard J. Antio #1201-004039 provided significant professional assistance to the person signing this report. Mr. Antio performed market research and assisted in drafting portions of the written appraisal report.

In my opinion, the market value of the subject as of October 10, 2013 is One Hundred Fifteen Thousand Dollars (\$115,000).



David E. Burgoyne, ASA, SR/WA, Certified General Real Estate Appraiser, #1201-000222

**THIS APPRAISAL IS SUBJECT TO THE FOLLOWING LIMITING CONDITIONS
& RESTRICTIONS UPON DISCLOSURE AND USE (Page One of Two Pages)**

By receipt and acceptance of this report, the client acknowledges that disclosure of the contents of this appraisal report is governed by the By-laws and Regulations of the American Society of Appraisers and the International Right of Way Association. Furthermore, this report is subject to review by their duly authorized representatives.

Use of this appraisal report is contingent upon fulfillment of the appraisal contract, whether written or oral. Upon full payment of all sums due the appraiser, this appraisal report becomes property of the client subject to all restrictions upon disclosure and use included herein and made a part hereof. The report and its conclusions will not be released to a third party by the appraiser or his employees without the client's consent. This limitation on release does not apply to market data or other information obtained by the appraiser for use within the report.

Neither all nor part of the contents of this report, especially conclusions as to value and the identity and affiliations of the appraiser, shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and specific approval of the appraiser.

By receipt and acceptance of this report, the client acknowledges that, unless otherwise specifically agreed to elsewhere in writing, the fee for this appraisal report does not include any subsequent services such as meetings, conferences, depositions, hearings, trial preparation, attendance and testimony at trial, or any other dissemination or defense of the appraisal and its conclusions by the appraiser. These subsequent services, if requested, will be invoiced and paid on an hourly basis at the standard hourly rate of the appraiser at the time of the actual service. This hourly rate is presently \$300 per hour and is subject to change without notice.

No responsibility is assumed for matters legal in character nor is any opinion rendered as to title, which is assumed to be good. All existing liens and encumbrances have been disregarded, except as noted otherwise, and the property is appraised as though free and clear under responsible ownership and competent management.

No engineering survey or analysis of the property has been made. Unless noted otherwise, no investigation into hidden or underground conditions of the subject has been undertaken and no opinion is offered in this regard. This limiting condition includes, but is not limited to, adverse soil conditions, hidden structural defects, hazardous materials, toxins and infestation.

Unless expressly indicated within this report, no regulated wetlands or other environmentally sensitive areas, such as woodlands, were observed on the property.

THIS APPRAISAL IS SUBJECT TO THE FOLLOWING LIMITING CONDITIONS & RESTRICTIONS UPON DISCLOSURE AND USE (Page Two of Two Pages)

Unless otherwise stated in this report, the existence of toxins or hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is neither trained nor qualified to detect hazardous materials. The presence of asbestos, urea-formaldehyde foam insulation, heavy metals, petroleum distillates, solvents, radioactive or other potentially hazardous materials may affect the value of the property. This determination of fair market value is predicated on the assumption that there is no such material present at the subject property that would cause a diminution in value. No responsibility is assumed for any such conditions or for any expertise or knowledge required to discover them. The client, and any other interested party, is urged to retain an expert trained in the detection of toxins and hazardous substances, if desired.

Comparable sales data and sources are confidential and for purposes of this report only.

The maps, sketches and photographs included in this report are included to assist in locating and identifying parcels and comparable sales. Map and sketch details are approximate and no responsibility is assumed for accuracy.

Property rights appraised are, unless otherwise indicated, fee simple interest subject to recorded or known restrictions and easements, if any.

Unit values applied to the subject parcel as a whole are applicable only to the entire parcel as defined. All unit values or other means of comparison should not be applied to other properties or individual sub-parcels or divisions of the subject. It is also inappropriate to make a partition based upon fractional or minority ownership interests, unless specifically addressed within the appraisal report.

Values assigned to improvements covered by this report are in proportion to the contribution made by said improvements to the value of the property as a whole.

Real estate appraisers in Michigan are required by law to be licensed. This licensure is administrated and appraisers are regulated by the Department of Licensing and Regulatory Affairs, PO Box 30004, Lansing, Michigan 48909.

The legal description furnished is assumed to be correct. Other information identified in this report as being furnished by others is believed to be reliable but no responsibility is assumed for its accuracy.

This is a Summary Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice (USPAP).

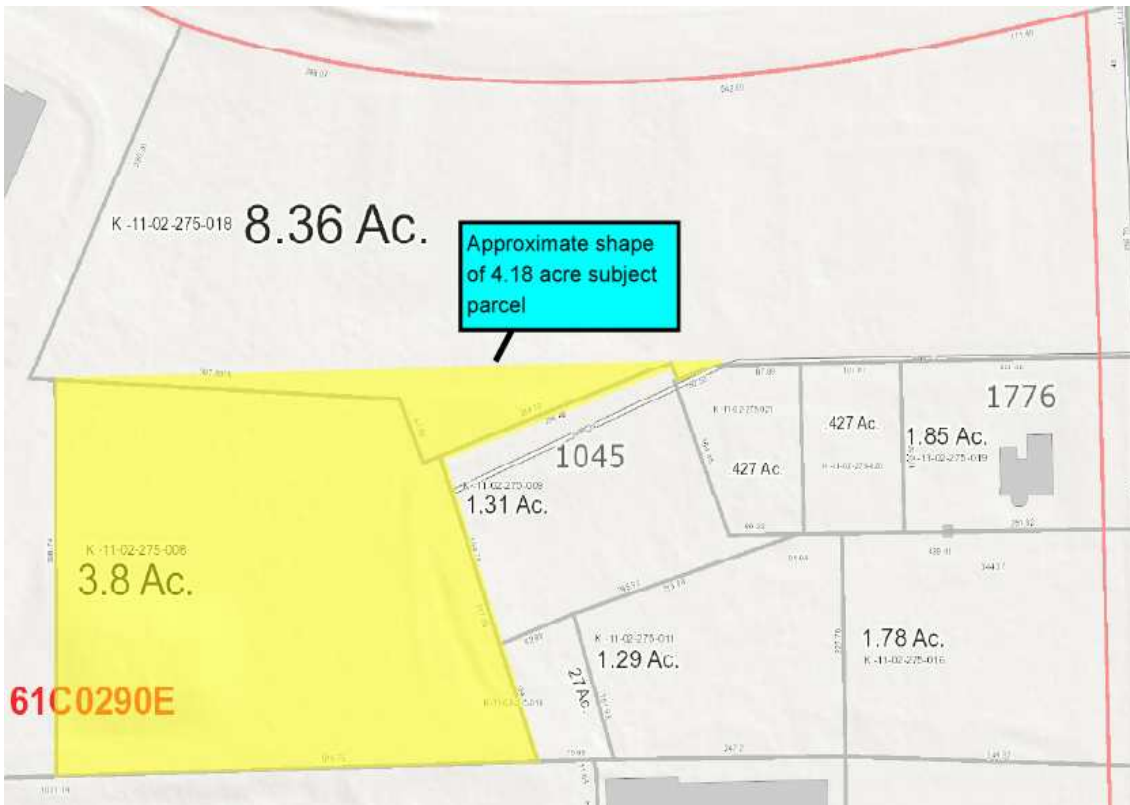
I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

ADDENDA

SUBJECT PLAT & PHOTOGRAPH

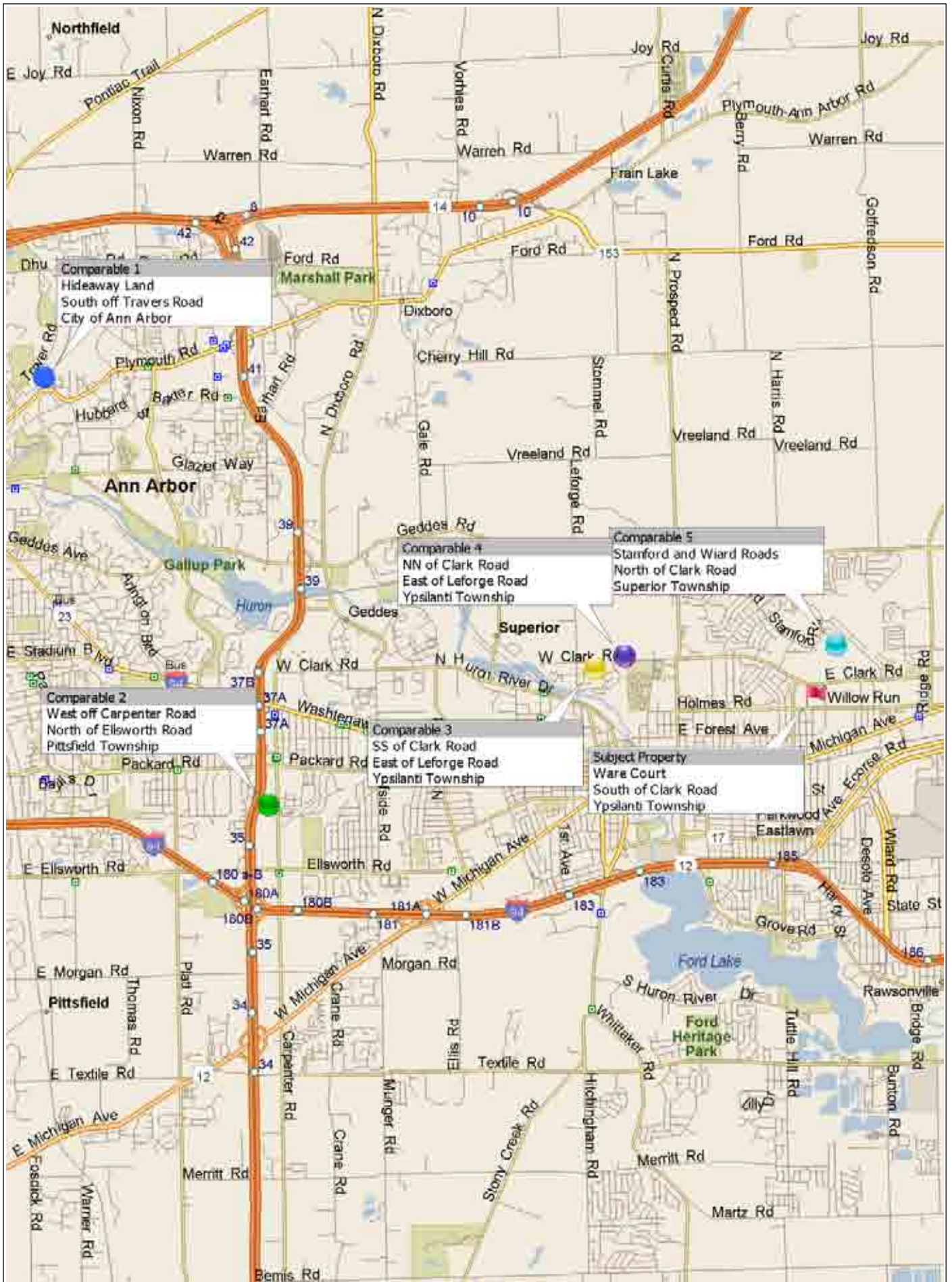


Portion of Subject Property Looking Northerly



Plat of Subject Property

SALES MAP



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 Certain mapping and direction data © 2009 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2009 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2009 by Applied Geographic Systems. All rights reserved.

VACANT RESIDENTIAL LAND COMPARABLE 1

Location: Hideaway Lane, South off Travers Road
North of Plymouth & East of Pontiac Trail Roads
City of Ann Arbor

Tax ID#: 09-09-21-100-037 through -056
20 platted site condominium units (3 through 22)

Date of Sale/Filing: December 21, 2012

Sale Price: \$160,000 per assessing records

Unit Price: \$40,000 per acre
\$4,000 per dwelling unit based on maximum allowable units
\$8,421 per dwelling unit based on 19 units-See Remarks

Land Area: 4.0± net acres – 174,200± square feet
based on the land allocated in the sale

Dimensions/Shape: Irregular

Zoning: R4A, Multiple Family Dwelling District
4,300 SF minimum lot size, 10 dwelling units per acre

Utilities: All available including municipal water and sanitary sewer

Frontage: Frontage on Hideaway Lane

Grantor: Mercantile Bank Mortgage Co., LLC

Grantee: Trowbridge Homes of Hideaway, LLC

Topography: Generally level and wooded along three property lines.
The Travers Creek meanders near the west property line.
Per the site plan, there are scattered areas of wetlands that
encompass about 8,677 SF including the detention pond

Improvements: An asphalt road and utilities were extended to the site

Highest and Best Use: Multiple-family residential development as zoned

School District: Ann Arbor School District

Remarks: This transaction represents the sale of 20 vacant site condo units.
The site plan for the original development expired and a new site
plan has been submitted by the buyer. Preliminary approval was
granted in May 2013. The new plan calls for the development of
19 proposed units, 12 four bedroom units and 7 three bedroom
units. The property is just south of Leslie Park and the Leslie Park
Golf Course. The south property line abuts an Amtrak railroad line.
The maximum number of units for this comparable is 40 units

VACANT RESIDENTIAL LAND COMPARABLE 2

Location: West off of Carpenter Road
North of Ellsworth Road
Pittsfield Township

Tax ID#: L-12-11-150-031

Date of Sale/Filing: February 29, 2012

Sale Price: \$100,000 per assessing records

Unit Price: \$27,855 per acre
\$556 per dwelling unit based on 180 proposed units

Land Area: 3.59 net acres – 199,000± square feet

Dimensions/Shape: Not quite rectangular

Zoning: R-4, High Density Multiple-Family Residential District
800 SF minimum lot area per dwelling-no limitation on
building height. Maximum of 54 units per acre - See Remarks

Utilities: All available including municipal water and sanitary sewer

Frontage: None, accessed via ingress/egress easement
along the south 40 feet of an adjoining parcel
to the east. The west property line abuts US 23

Grantor: Sterling Bank and Trust

Grantee: Carpenter Land & Cattle Company, LLC

Topography: Generally level and heavily wooded

Improvements: Vacant land

Highest and Best Use: Multiple-family residential development as zoned

School District: Ann Arbor School District

Remarks: According to the Township Planner, this parcel was planned as a Phase 2 expansion of a senior care facility to the east (American House) but the expansion never occurred. The Phase 2 plan called for 180 units to be built on the 3.58 acre site. This equates to a density of 50 units per acre. The existing senior care facility to the east has 104 units on 4.58 acres for a density of 22 units per acre. At the time of the sale, the land was zoned R-4, High Density Multiple-Family Residential. The maximum number of units for this comparable is 193 units

VACANT RESIDENTIAL LAND COMPARABLE LISTING 3

Location: South side of Clark Road
East of Leforge Road
Ypsilanti Township

Tax ID#: K-11-04-200-022 & K-11-04-200-023

Date of Sale/Filing: Current Listing

Listing Price: \$225,000

Unit Price: \$156,250 per acre
\$28,125 per dwelling unit

Land Area: 1.44 net acres – 62,545 square feet

Dimensions/Shape: Rectangular, 270±' x 231'

Zoning: RM-2, Multi-Family Residential
1.0 dwelling units per 7,200 SF of lot
6.0 density units per acre

Utilities: All available including municipal water and sanitary sewer

Frontage: 269.55 LF on Clark Road

Grantor: Not Applicable

Grantee: Not Applicable

Topography: Level and mostly clear

Improvements: Vacant Land

Highest and Best Use: Residential development as zoned

School District: Ypsilanti School District

Remarks: The property is currently listed by Thomas A. Duke Company
Like the subject, the property is proximate to Eastern Michigan
University and is well suited for multiple-family development.
The maximum number of units for this comparable is 8 units

VACANT RESIDENTIAL LAND COMPARABLE 4

Location: North side of Clark Road
East of Leforge Road
Superior Township

Tax ID#: J-10-33-300-033

Date of Sale/Filing: March 13, 2009

Sale Price: \$55,000 per assessing records

Unit Price: \$13,924 per acre
\$3,438 per dwelling unit

Land Area: 3.95 net acres – 172,020 square feet

Dimensions/Shape: Rectangular except for access strip
(66' x 306.80')

Zoning: R-4, Single Family Residential District
7,200 SF minimum lot size
4.2± density units per acre - See Remarks

Utilities: All typical utilities are available including
municipal water and sanitary sewer

Frontage: 66 LF on Clark Road

Grantor: William & Martha Taylor

Grantee: Thomas C. Dillion

Topography: Generally level and mostly wooded

Improvements: Purchased as vacant land

Highest and Best Use: Residential development as zoned

School District: Ypsilanti School District

Remarks: The property is zoned for single family development. In order to determine the number of dwelling units per acre we will use 70% of an acre to allow for roads, open space and greenbelts. The maximum number of units for this comparable is 16 units

VACANT RESIDENTIAL LAND COMPARABLE 5

Location: East side of Stamford Road
& West side of Wiard Road
North off Clark Road
Superior Township

Tax ID#: J-10-35-300-018 & J-10-35-400-012

Date of Sale/Filing: August 19, 2010

Sale Price: \$200,000 per assessing records

Unit Price: \$6,535 per acre
\$1,563 per dwelling unit

Land Area: 30.60 net acres – 1,332,936± square feet

Dimensions/Shape: Irregular

Zoning: R-4, Single Family Residential District
7,200 SF minimum lot size
4.2± density units per acre – See Remarks

Utilities: All available including municipal water and sanitary sewer

Frontage: 1,297 LF on Wiard Road - 411.06 LF on Stamford Road

Grantor: Oreo Corporation

Grantee: Ypsilanti Village Partners, LLC

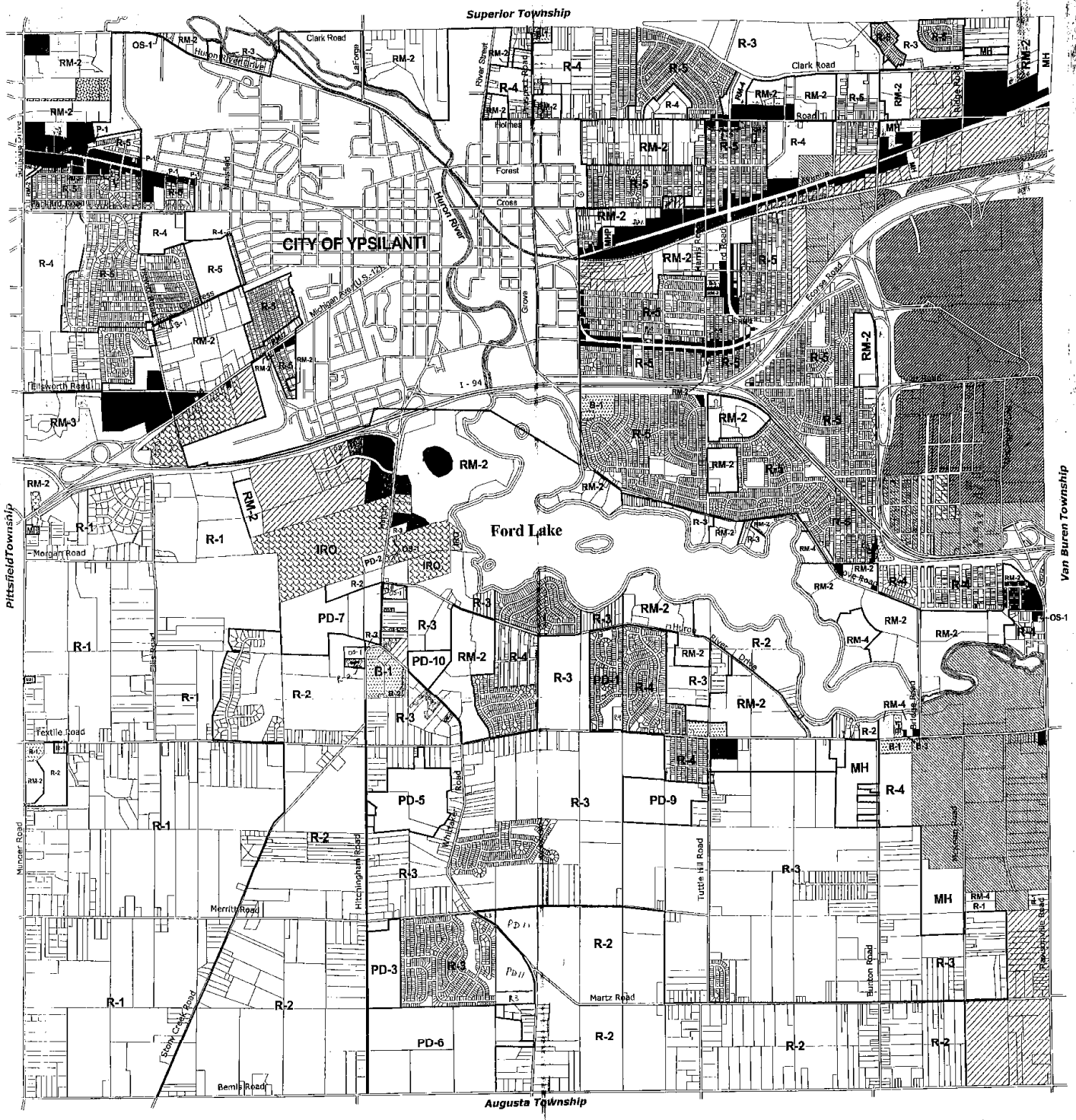
Topography: Level and mostly wooded

Improvements: Vacant land

Highest and Best Use: Residential development as zoned

School District: Ypsilanti School District

Remarks: These two undeveloped sale properties were originally planned as Phase 2 and Phase 3 of the Fairway Glens Subdivision. Per the assessor, the original developer and subsequent buyer both lost the properties to foreclosure. This transaction represents the sale of the two undeveloped portions of the original development. The south property line of these two parcels abuts the Green Oaks Golf Course. The parcels are zoned for single family development. In order to determine the number of dwelling units per acre we will use 70% of an acre to allow for roads, open space and greenbelts. The maximum number of units allowed for this property is 128 units



Legend

R-1	R-1 One-Family Residential	B-1	Local Business
R-2	R-2 One-Family Residential	B-2	Community Business
R-3	R-3 One-Family Residential	B-3	General Business
R-4	R-4 One-Family Residential	F-S	Freeway Service
R-5	R-5 One-Family Residential	IRO	Ind. Research Office
RM-1	RM-1 Multi-Family Residential	I-1	Light Industrial
RM-2	RM-2 Multi-Family Residential	I-2	General Industrial
RM-3	RM-3 Multi-Family Residential	I-3	Heavy Industrial
RM-4	RM-4 Multi-Family Residential	I-C	Industrial Commercial
MH	MH Mobile Home Park	P-1	Vehicular Parking
OS-1	OS-1 Office Service	PD-#	PD-# Planned Development

**Charter Township of Ypsilanti
Zoning Map**



We hereby certify the above zoning map is the original adopted and made a part of Ordinance No. 74, the Zoning Ordinance of the Charter Township of Ypsilanti, by the Board of Trustees meeting at a special meeting held on February 16, 2000.

[Signature]
Tina Comley, Inc. Township Supervisor

[Signature]
Robert J. Scharf, Township Clerk

Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, Michigan 48197



Community Profiles

Charter Township Of Ypsilanti

7200 S Huron River Dr
Ypsilanti, MI 48197-7007
<http://www.twp.ypsilanti.mi.us/>



Census 2010 Population: 53,362
Area: 31.8 square miles

[People](#) | [Economy & Jobs](#) | [Housing](#) | [Transportation](#) | [Land Use](#) | [Reference Map](#)

Interactive Census 2010 Maps: [Population](#) | [Youth Population](#) | [Senior Population](#)

Population Forecast

Source: U.S. Census Bureau and SEMCOG 2040 Forecast produced in 2012. - Move cursor over chart to view population numbers

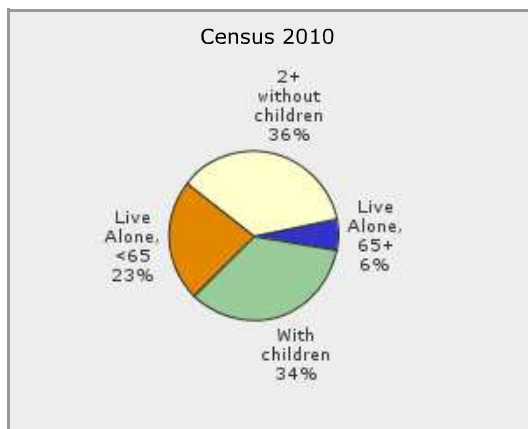
Population and Households	Census 2010	Change 2000-2010	Pct Change 2000-2010	SEMCOG Jul 2013	SEMCOG 2040
Total Population	53,362	4,180	8.5%	54,158	60,031
Group Quarters Population	73	5	7.4%	73	93
Household Population	53,289	4,175	8.5%	54,085	59,938
Housing Units	23,447	2,251	10.6%	23,258	-
Households (Occupied Units)	21,432	1,238	6.1	21,597	26,738
Residential Vacancy Rate	8.6%	3.9%	-	7.1%	-
Average Household Size	2.49	0.05	-	2.50	2.24

Components of Population Change	Annual Average	
	2000-2005	2006-2010
Natural Increase (Births - Deaths)	280	498
Births	546	854
Deaths	265	356
Net Migration (Movement In - Movement Out)	386	-286
Population Change (Natural Increase + Net Migration)	666	212

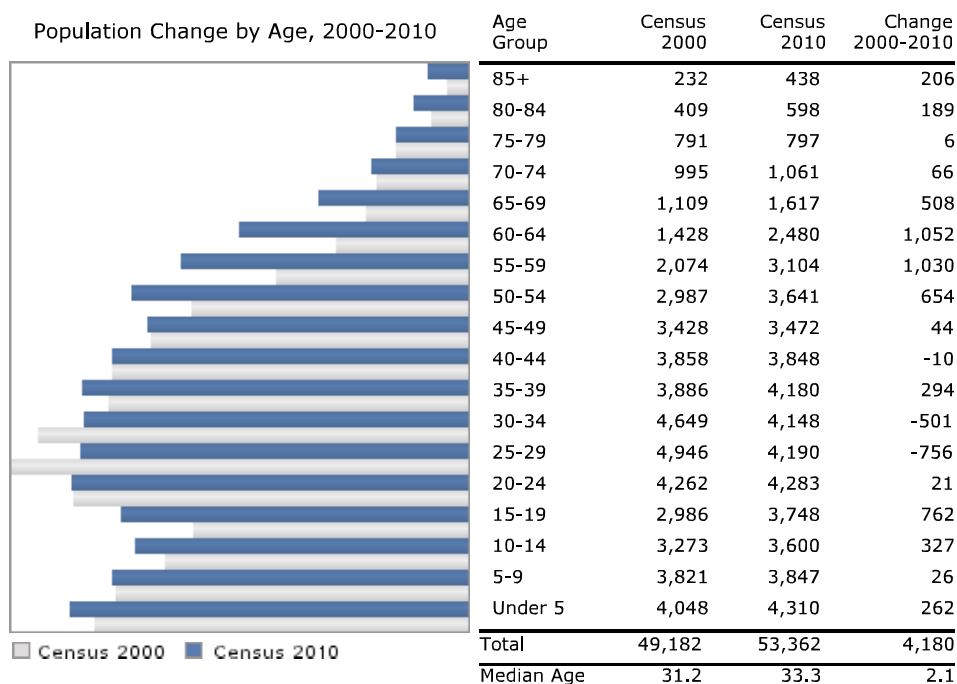
Source: Michigan Department of Community Health Vital Statistics, U.S. Census Bureau, and SEMCOG.

Demographics

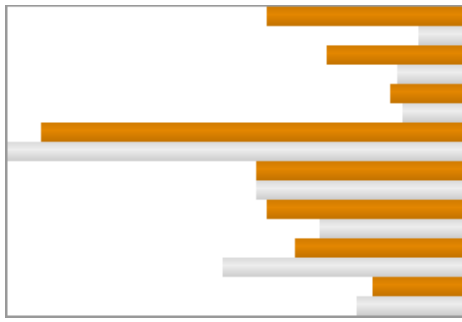
Household Types



Household Types	Census 2000	Census 2010	Pct Change 2000-2010
With seniors 65+	2,734	3,517	28.6%
Without seniors	17,460	17,915	2.6%
Two or more persons without children	7,214	7,787	7.9%
Live alone, 65+	1,071	1,277	19.2%
Live alone, under 65	4,917	4,977	1.2%
With children	6,992	7,391	5.7%
Total Households	20,194	21,432	6.1%



Forecasted Population by Age,
2010-2040



Age Group	Census 2010	SEMCOG 2040	Change 2010-2040
75+	1,833	7,920	6,087
65-74	2,678	5,542	2,864
60-64	2,480	2,985	505
35-59	18,245	16,898	-1,347
25-34	8,338	8,325	-13
18-24	5,797	7,865	2,068
5-17	9,681	6,793	-2,888
Under 5	4,310	3,703	-607
	53,362	60,031	6,669

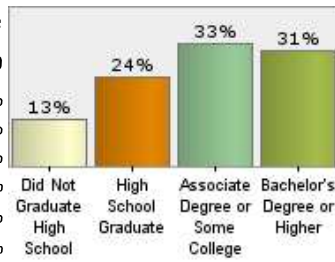
■ Census 2010 ■ SEMCOG 2040

Senior and Youth Population	Census 2000	Census 2010	Pct Change 2000-2010	SEMCOG 2040	Pct Change 2010-2040
65 and over	3,536	4,511	27.6%	13,462	198.4%
Under 18	12,933	13,991	8.2%	10,496	-25.0%
5 to 17	8,885	9,681	9.0%	6,793	-29.8%
Under 5	4,048	4,310	0.5%	3,703	-14.1%

Note: Population by age changes over time because of the aging of people into older age groups, the movement of people, and the occurrence of births and deaths.

Race and Hispanic Origin	Census 2000		Census 2010		Percentage Point Chg 2000-2010
Non-Hispanic	47,803	97.2%	50,886	95.4%	-1.8%
White	32,497	66.1%	29,956	56.1%	-9.9%
Black	12,453	25.3%	17,321	32.5%	7.1%
Asian	984	2.0%	1,092	2.0%	0.0%
Multi-Racial	1,480	3.0%	2,134	4.0%	1.0%
Other	389	0.8%	383	0.7%	-0.1%
Hispanic	1,379	2.8%	2,476	4.6%	1.8%
Total Population	49,182	100.0%	53,362	100.0%	0.0%

Highest Level of Education*	5-Yr ACS 2010	Percentage Point Chg 2000-2010
Graduate / Professional Degree	11.9%	2.5%
Bachelor's Degree	19.0%	1.4%
Associate Degree	8.4%	0.9%
Some College, No Degree	24.2%	-3.4%
High School Graduate	23.7%	0.1%
Did Not Graduate High School	12.8%	-1.4%

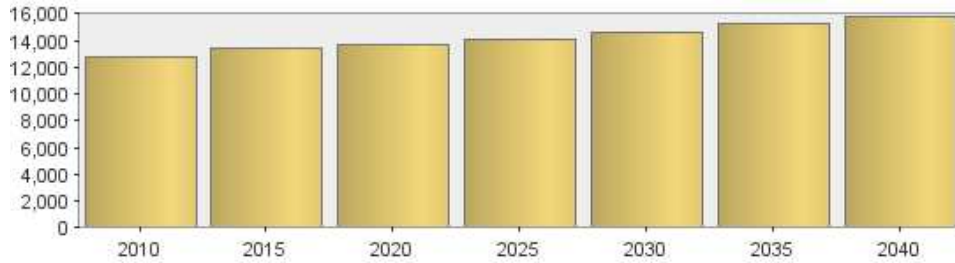


* Population age 25 and over

Source Data

- [SEMCOG - Detailed Data](#)
- [Michigan Department of Community Health - Vital Statistics](#)
- [U.S. Census Bureau - American FactFinder](#)

Job Forecast



If any five-year interval employment numbers from 2010-2040 are not shown, the numbers were blocked for confidentiality reasons.

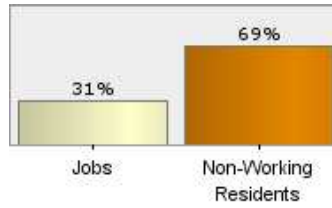
Source: SEMCOG 2040 Forecast produced in 2012.

↑ - Move cursor over chart to view employment numbers

Forecasted Jobs by Industry	SEMCOG 2010	SEMCOG 2040	Change 2010-2040
Natural Resources, Mining, & Construction	411	371	-40
Manufacturing	2,110	1,706	-404
Wholesale Trade, Transportation, Warehousing, & Utilities	1,669	2,330	661
Retail Trade	2,010	2,227	217
Knowledge-based Services	751	1,037	286
Services to Households & Firms	1,302	1,611	309
Private Education & Healthcare	2,006	3,461	1,455
Leisure & Hospitality	1,387	1,822	435
Government	1,129	1,199	70
Total	12,775	15,764	2,989

Further notes and definitions are available for the 2040 Forecast. [Learn more](#)

	SEMCOG and ACS 2010
Daytime Population	
Jobs	12,775
Non-Working Residents	28,772
Age 15 and under	13,193
Not in labor force	11,978
Unemployed	3,601
Daytime Population	41,547



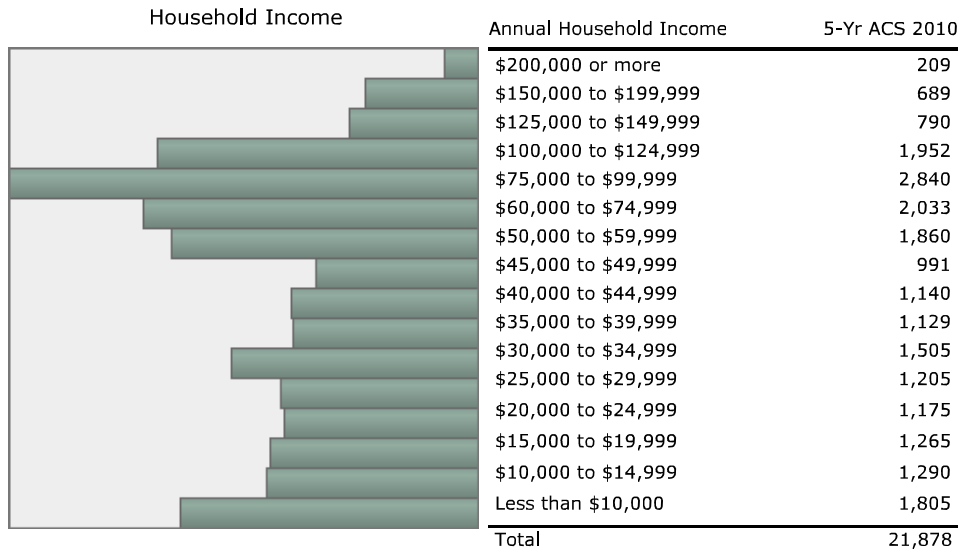
Note: The number of residents attending school outside Ypsilanti Twp is not available. Likewise, the number of students commuting into Ypsilanti Twp to attend school is also not known.

		Census 2000	
Where Workers Commute From *		Workers	Percent
1	Ypsilanti Township	4,289	25.6%
2	Ypsilanti	881	5.3%
3	Ann Arbor	876	5.2%
4	Van Buren Township	687	4.1%
5	Pittsfield Township	656	3.9%
6	Canton Township	640	3.8%
7	Westland	607	3.6%
8	Detroit	453	2.7%
9	Superior Township	406	2.4%
10	Sumpter Township	354	2.1%
-	Elsewhere	6,893	41.2%
* Workers, age 16 and over, employed in Ypsilanti Twp		16,742	100.0%

Resident Population

		Census 2000	
Where Residents Work *		Workers	Percent
1	Ann Arbor	6,327	25.9%
2	Ypsilanti Township	4,289	17.5%
3	Ypsilanti	2,211	9.0%
4	Pittsfield Township	1,962	8.0%
5	Detroit	1,089	4.5%
6	Romulus	731	3.0%
7	Dearborn	649	2.7%
8	Van Buren Township	592	2.4%
9	Superior Township	518	2.1%
10	Ann Arbor Township or Barton Hills	499	2.0%
-	Elsewhere	5,586	22.8%
* Workers, age 16 and over, residing in Ypsilanti Twp		24,453	100.0%

Income	5-Yr ACS 2010	Change 2000-2010	Percent Change 2000-2010
Median Household Income (in 2010 dollars)	\$ 47,820	\$ -12,990	-21.4%
Per Capita Income (in 2010 dollars)	\$ 24,208	\$ -5,857	-19.5%



Poverty	Census 2000		5-Yr ACS 2010		Percentage Point Chg 2000-2010
Persons in Poverty	5,120	10.5%	9,578	18.1%	7.6%
Households in Poverty	2,013	10.0%	3,412	15.6%	5.6%

Source Data

[SEMCOG - Detailed Data](#)

[U.S. Census Bureau - American FactFinder](#)

[U.S. Census Bureau - MCD/County Worker Flow Data](#)

Housing Type	Census 2000	5-Yr ACS 2010	Change 2000-2010	New Units Permitted 2010-2013
Single Family Detached	11,272	14,313	3,041	99
Duplex	267	394	127	0
Townhouse / Attached Condo	1,072	722	-350	0
Multi-Unit Apartment	7,175	7,696	521	0
Mobile Home / Manufactured Housing	1,357	1,144	-213	-85
Other	7	0	-7	-
Total	21,150	24,269	3,119	14
Units Demolished				- 257
Net (Total Permitted Units - Units Demolished)				-243

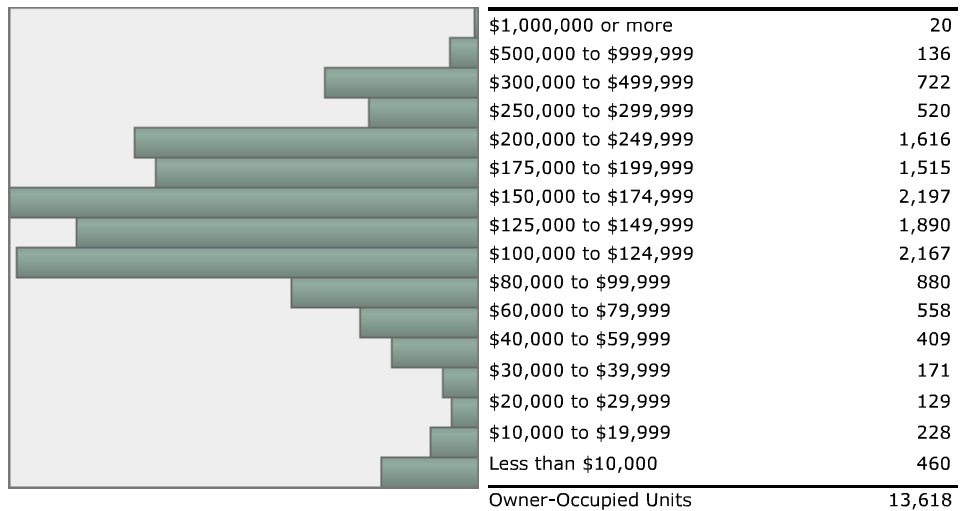
Housing Tenure	Census 2000	Census 2010	Change 2000-2010
Owner occupied	12,080	12,877	797
Renter occupied	8,114	8,555	441
Vacant	1,002	2,015	1,013
Seasonal/migrant	77	65	-12
Other vacant units	925	1,950	1,025
Total Housing Units	21,196	23,447	2,251

Housing Tenure in 2010

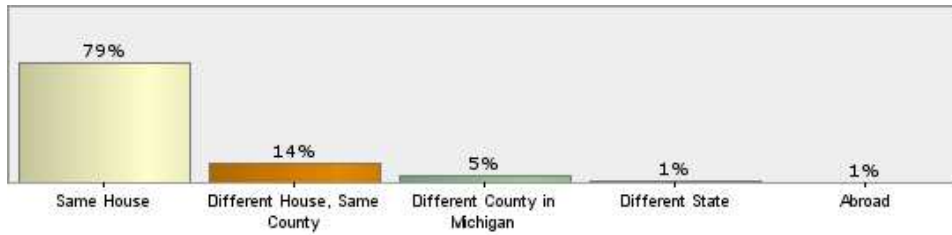


Housing Value (in 2010 dollars)	5-Yr ACS 2010	Change 2000-2010	Percent Change 2000-2010
Median housing value	\$ 148,900	\$ 6,928	4.9%
Median gross rent	\$ 765	\$ -54	-6.6%

Housing Value



Residence One Year Ago *



* This table represents persons, age 1 and over, living in Ypsilanti Twp from 2007-2011. The table does not represent persons who moved out of Ypsilanti Twp from 2007-2011.

Source Data

[SEMCOG - Detailed Data](#)

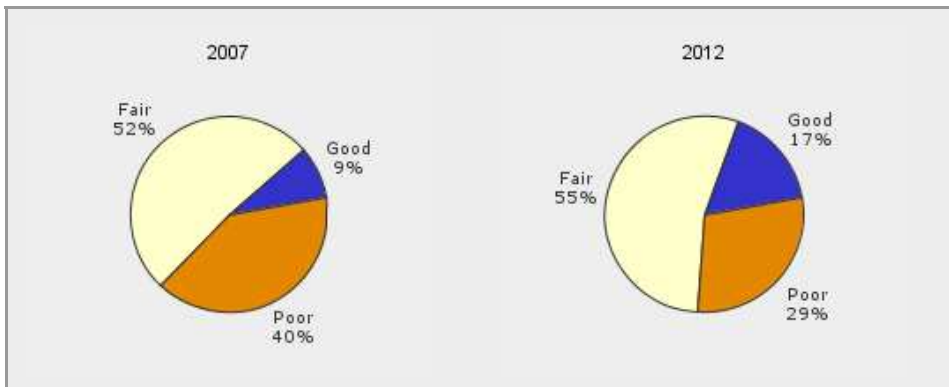
[U.S. Census Bureau - American FactFinder](#)

Roads & Bridges

Roads

Miles of public road (including boundary roads): 274

Pavement Condition (in Lane Miles)



Note: Poor pavements are generally in need of rehabilitation or full reconstruction to return to good condition. Fair pavements are in need of capital preventive maintenance to avoid deteriorating to the poor classification. Good pavements generally receive only routine maintenance, such as street sweeping and snow removal, until they deteriorate to the fair condition.

Bridge Status	2008		2009		2010		Percentage Point Chg 2008-2010
Open	19	90.5%	22	95.7%	30	93.8%	3.3%
Open with restrictions	2	9.5%	1	4.3%	2	6.3%	-3.3%
Closed*	0	-	0	-	0	-	0.0%
Total bridges	21	100.0%	23	100.0%	32	100.0%	0.0%

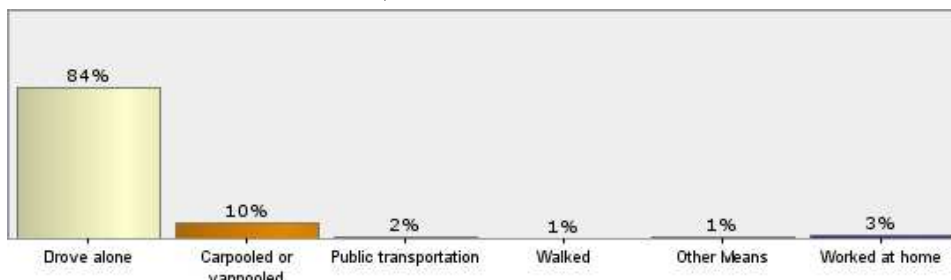
* Bridges may be closed because of new construction or failed condition.

Deficient Bridges	2008		2009		2010		Percentage Point Chg 2008-2010
	12	57.1%	11	47.8%	14	43.8%	-13.4%

Note: A bridge is considered deficient if it is *structurally deficient* (in poor shape and unable to carry the load for which it was designed) or *functionally obsolete* (in good physical condition but unable to support current or future demands, for example, being too narrow to accommodate truck traffic).

Travel

Transportation to Work, 2010 *



* Resident workers age 16 and over

Transportation to Work	Census 2000		5-Yr ACS 2010		Percentage Point Chg 2000-2010
Drove Alone	21,834	85.4%	20,068	84.0%	-1.4%
Carpooled or Vanpooled	2,614	10.2%	2,289	9.6%	-0.6%
Public Transportation	376	1.5%	393	1.6%	0.2%
Walked	197	0.8%	225	0.9%	0.2%
Other Means	150	0.6%	284	1.2%	0.6%
Worked at Home	402	1.6%	639	2.7%	1.1%
Resident workers age 16 and over	25,573	100.0%	23,898	100.0%	0.0%

Mean Travel Time To Work	Census 2000	5-Yr ACS 2010	Change 2000-2010
For residents age 16 and over who worked outside the home	22.8 minutes	24.6 minutes	1.8 minutes

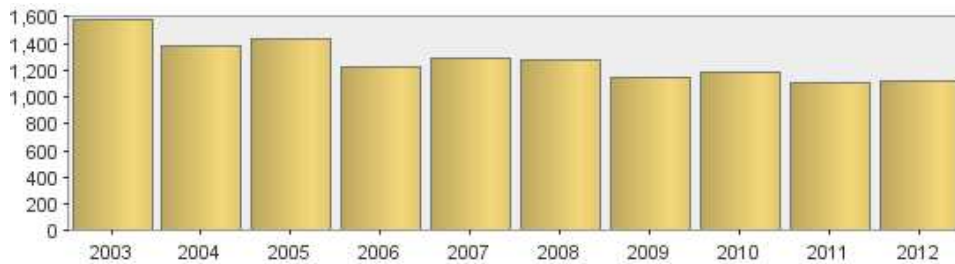
Transit

Public Transportation:

[AATA A-Ride](#)
[Ann Arbor Transportation Authority \(AATA\)](#)

Safety

Crashes, 2003-2012



Source: Michigan Department of State Police, Criminal Justice Information Center, and SEMCOG.

↑ - Move cursor over chart to view crash counts

Crash Severity	2008	2009	2010	2011	2012	Percent of Crashes 2008-2012
Fatal	7	5	3	2	5	0.4%
Incapitating Injury	18	18	13	20	21	1.5%
Other Injury	270	244	251	233	233	21.1%
Property Damage Only	979	885	915	859	860	77.0%
Total Crashes	1,274	1,152	1,182	1,114	1,119	100.0%

Crashes by Involvement	2008	2009	2010	2011	2012	Percent of Crashes 2008-2012
Red-light Running	17	15	19	18	21	1.5%
Lane Departure	306	230	241	245	243	21.7%
Alcohol	50	35	39	34	60	3.7%
Drugs	9	12	12	10	20	1.1%
Deer	27	35	31	34	29	2.7%
Train	0	0	0	0	0	0.0%
Commercial Truck/Bus	44	41	35	36	36	3.3%
School Bus	7	1	7	6	1	0.4%
Emergency Vehicle	8	4	5	5	7	0.5%
Motorcycle	14	15	14	18	24	1.5%
Intersection	439	394	353	336	386	32.7%
Work Zone	4	12	2	2	7	0.5%
Pedestrian	5	13	10	15	16	1.0%
Bicyclist	11	8	7	8	5	0.7%
Older Driver (65 and older)	184	189	194	211	185	16.5%
Young Driver (16 to 24)	489	462	453	441	448	39.3%

Crash Type	2008	2009	2010	2011	2012	Percent of Crashes 2008-2012
Head-on	31	30	24	24	28	2.3%
Angle or Head-on/Left-turn	294	273	273	262	237	22.9%
Rear-end	370	354	400	353	381	31.8%
Sideswipe	184	162	165	140	135	13.5%
Single Vehicle	333	277	252	252	264	23.6%
Other or Unknown	62	56	68	83	74	5.9%
Total Crashes	1,274	1,152	1,182	1,114	1,119	100.0%

High-Frequency Crash Intersections

Local Rank	County Rank	Region Rank	Intersection	Annual Avg 2008-2012
1	2	31	Washtenaw Ave @ Golfside Dr	41.4
2	6	134	Washtenaw Ave @ Hewitt Rd N	26.8
3	13	276	Ellsworth Rd E @ Hewitt Rd S	21.0
4	17	342	Grove St @ Rawsonville Rd	19.4
5	19	376	Michigan Ave W @ Hewitt Rd S	18.8
6	28	495	Packard Rd W @ Golfside Dr	16.4
7	28	495	Huron River Dr @ Rawsonville Rd	16.4
8	34	547	Clark Rd W @ Golfside Dr	15.8
9	37	611	Huron St @ James L Hart Pkwy	15.0
10	50	845	Huron River Dr N @ Superior Rd	12.4

Note: Intersections are ranked by the number of reported crashes, which does not take into account traffic volume. Crashes reported occurred within 150 feet of the intersection.

High-Frequency Crash Segments

Local Rank	County Rank	Region Rank	Segment	From Road - To Road	Annual Avg 2008-2012
1	4	55	Washtenaw Ave	Golfside Dr - Hewitt Rd N	55.6
2	7	159	Golfside Dr	Washtenaw Ave - Clark Rd W	41.6
3	23	436	Huron St	Huron River Dr S - Huron St S	28.4
4	24	466	Rawsonville Rd	Bemis Rd - Textile Rd	27.8
5	30	543	Washtenaw Ave	Hewitt Rd N - Mansfield St N	25.6
6	40	669	Ellsworth Rd E	Golfside Dr - Hewitt Rd S	23.2
7	45	742	Rawsonville Rd	Textile Rd - Grove St	22.0
8	47	774	Huron River Dr N	Hewitt Rd N - Superior Rd	21.6
9	55	866	Huron River Dr S	Huron St - Tuttle Hill Rd	20.4
10	66	1,029	Michigan Ave W	Mansfield St S - 1st Ave	18.6

Note: Segments are ranked by the number of reported crashes, which does not take into account traffic volume.

Other Transportation Facilities

System Airports:

[Willow Run Airport](#)

Non-System Airports:

[Larson Airpark](#)

Intermodal:

[NS - Triple Crown](#)

Source Data

[SEMCOG - Detailed Data](#)

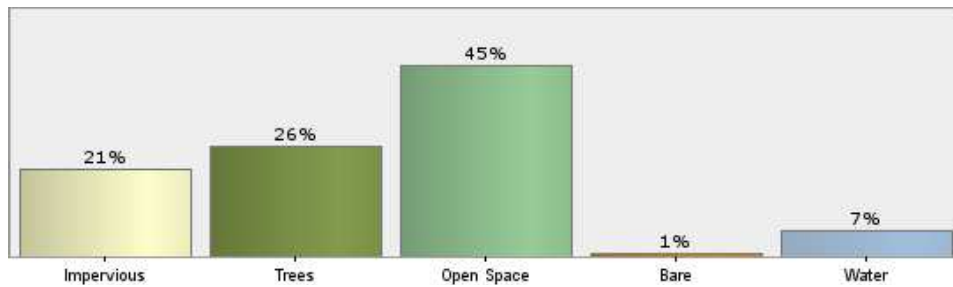
[U.S. Census Bureau - American FactFinder](#)

SEMCOG 2008 Land Use	Acres	Percent
Agricultural	2,069	10.2%
Single-family residential	8,116	39.9%
Multiple-family residential	700	3.4%
Commercial	1,184	5.8%
Industrial	1,626	8.0%
Governmental/Institutional	1,227	6.0%
Park, recreation, and open space	1,551	7.6%
Airport	117	0.6%
Transportation, Communication, and Utility	2,452	12.0%
Water	1,314	6.5%
Total Acres	20,355	100.0%

Note: SEMCOG's 2008 Land Use data set represents land use only and not land cover. Due to this difference, change analysis using this data set and previous SEMCOG land use/land cover data sets is not possible. Noticeable differences in map appearance and classification acreage totals are the result of this land use data originating from digital parcel files assigned land use codes based on their assessed property class and the lack of any land cover data.

Land Cover

SEMCOG Land Cover in 2010



Type		Acres	Percent
Impervious	(buildings, roads, driveways, parking lots)	4,243	20.8%
Trees	(woody vegetation, trees)	5,386	26.4%
Open Space	(agricultural fields, grasslands, turfgrass)	9,219	45.2%
Bare	(soil, aggregate piles, unplanted fields)	182	0.9%
Water	(rivers, lakes, drains, ponds)	1,350	6.6%
Total Acres		20,381	100.0%

Note: Land Cover was derived from [SEMCOG's 2010 Leaf off Imagery](#).

Source Data

[SEMCOG - Detailed Data](#)

September 2013

**QUALIFICATIONS OF DAVID E. BURGOYNE, ASA, SR/WA
CERTIFIED GENERAL REAL ESTATE APPRAISER (MICHIGAN & INDIANA)
AQB CERTIFIED USPAP INSTRUCTOR AND IRWA MASTER INSTRUCTOR**

David E. Burgoyne, ASA, SR/WA, is a native of Ann Arbor, Michigan and attended Greenhills School in Ann Arbor. He graduated in 1981 from Colgate University in Hamilton, New York with a Bachelor of Arts Degree in Liberal Arts with a concentration in Physics-Astronomy. He also served as a graduate instructor at the University of Wyoming as a Doctoral Candidate in Astrophysics. Mr. Burgoyne was Vice President of Walsh & Associates, Inc. of Birmingham, Michigan from 1984 through 1989.

Mr. Burgoyne is an independent fee appraiser licensed as a Certified General Real Estate Appraiser by the States of Michigan and Indiana. Michigan State licensure and certification is administered and appraisers are regulated by the Department of Licensing and Regulatory Affairs, PO Box 30004, Lansing, Michigan 48909. Continuing education is required. Mr. Burgoyne holds Michigan Certified General Real Appraiser License No. 1201-000222, first issued in August 1991. His current license expires July 31, 2015. He also holds Indiana Certified General Real Appraiser License No. CG 41300020 and an inactive Missouri Certified General Real Appraiser License No. 2010039098 (Inactive Effective June 30, 2012).

Mr. Burgoyne is a Senior Member of the American Society of Appraisers holding the ASA Designation for Real Property. Mr. Burgoyne is currently re-accredited as an ASA through June 10, 2017. He is also a senior member holding the SR/WA designation and is a Past Chapter President of the International Right of Way Association. Mr. Burgoyne is currently re-certified as an SR/WA through June 15, 2018.

Mr. Burgoyne is an AQB certified USPAP instructor #10082 (expiring March 31, 2014) and is also an Instructor of right-of-way appraisal and other courses for IRWA, including courses on the appraisal of partial takings, easement valuation, appraisal review, ethics and standards, USPAP, adult education, and the valuation of contaminated properties. Mr. Burgoyne is also a Master Instructor for IRWA – qualified to train and evaluate other instructors. He is an Indiana Registered Continuing Education Instructor (#INST001074). Mr. Burgoyne is a Member of the Education Committee for the Alliance for Valuation Education. Mr. Burgoyne is also an Master Scuba Diver Trainer (#197535) certified by PADI, the Professional Association of Diving Instructors, and a CPR/AED/First Aid Instructor for Emergency First Response.

Mr. Burgoyne has qualified as an expert witness in the United States Court of Claims, the United States District Courts for the Eastern and Western Districts of Michigan; the Circuit Courts of Allegan, Barry, Cass, Eaton, Genesee, Grand Traverse, Ingham, Kent, Lapeer, Leelanau, Lenawee, Macomb, Montmorency, Muskegon, Oakland, Ottawa, Washtenaw, Wayne, and Wexford Counties; The Michigan Public Service Commission, and The Michigan Tax Tribunal. He has also been appointed as an independent appraiser by the U. S. District Court, Eastern District of Michigan.

FORMAL EDUCATION

Greenhills School - Ann Arbor, Michigan (1976)

Colgate University - Hamilton, New York: BA in Liberal Arts - concentrating in Physics-Astronomy (1981)
Courses included Architecture, Economics, Mathematics, Statistics and Economic Geography.

University of Wyoming - Laramie, Wyoming: Ph.D. candidate in Astrophysics. (1981-1982)

REAL ESTATE APPRAISAL & RIGHT OF WAY EDUCATION

International Right of Way Association:

Course 103	Ethics and the Right of Way Profession (1992, 2000, & 2007)
Course 104	Standards of Practice for the Right of Way Professional
Course 201	Communications in Right of Way Acquisition
Course 205	Bargaining Negotiations
Course 219	Introduction to Presentation, Instruction, and Facilitation
Course 407	Valuation of Contaminated Properties
Course 409	Integrating Appraisal Standards
Course 421	Appraisal of Partial Acquisitions
Course 431	Problems in the Valuation of Partial Acquisitions
Course 802	Legal Aspects of Easements
Course 901	Engineering Plan Development and Application
Course 902	Property Descriptions

American Institute of Real Estate Appraisers/Appraisal Institute:

Course 1A-1	Principles of Real Estate Appraisal
Course 1A-2	Basic Valuation Procedures (Exam Challenged in Lieu of Attendance)
Course 1B-A	Capitalization Theory & Techniques Part One (Exam Challenged)
Course 1B-B	Capitalization Theory & Techniques Part Two (Exam Challenged)
Course 2-1	Case Studies in Real Estate Valuation (Exam Challenged)
Course SPP/410	Standards of Professional Practice (1988). Also Part A (1993) Small Hotel/Motel Valuation – Limited Service Lodging (2010)

The Appraisal Foundation:

1999 National USPAP Instructor Orientation Seminar, Atlanta, Georgia
2003 USPAP Instructor Certification Course, Detroit, Michigan
2006 USPAP Instructor Re-certification Course, Charlotte, North Carolina
2009, 2011 and 2013 USPAP Instructor Re-certification Courses (On-line)

Marshall Valuation Service, Los Angeles CA: Seminars on the use of building cost estimating service

LICENSES AND PROFESSIONAL AFFILIATIONS

- Michigan Certified General Real Estate Appraiser - Permanent ID #1201-000222 (Expires July 31, 2015)
- Indiana Certified General Real Appraiser License No. CG 41300020 (Expires June 30, 2014)
- Missouri Certified General Real Estate Appraiser 2010039098 - (Inactive Effective June 30, 2012)
- American Society of Appraisers: ASA Designation - Real Property
ASA #00725800 - Reaccredited to June 10, 2017
- International Right of Way Association: Senior Member #735337 - SR/WA Designation #3993
(Re-certified through June 15, 2018)
 - Appraisal Instructor since 1990 (Level 5)
 - Master Instructor – certified to train other Instructors for IRWA since 2009
 - 2011-2012 Member of Instructors Task Force (International)
 - 1999-2001 Professional Development Committee (Also 1994-1996). Chairman - 1996 & 2001.
 - 1991-1999 Member at Large, International R/W Valuation Committee
 - 1991 Professional of the Year Award - Michigan Chapter Seven
 - 1991 Chapter President and International Director
 - 1990 Chapter President-elect and International Director
 - 1987-1989 Chapter Vice-president, Secretary, and Assistant Secretary/Treasurer
- AQB Certified USPAP Instructor #10082 (Expires March 31, 2014)
- State of Indiana Registered Continuing Education Instructor #INST001074

PRESENTATION, INSTRUCTION AND FACILITATION EXPERIENCE

University of Wyoming: 1981-1982 Instructor of Algebra and Astrophysics Teaching Assistant
State Bar of Michigan: 1988 & 1989 Seminars on Evidence and Expert Testimony
Michigan Municipal League: 1990 Understanding Appraisals for Local Government – Special Problems
Missouri DOT Legal Staff: 1992 Seminar on Billboard, Gravel Pit and Contaminated Property Appraisal
Michigan Real Estate Acad. (Greater Kalamazoo Assoc. of Realtors): 2004 & 2005 15 Hour USPAP
CLE International: 2005 USPAP and Licensing Law for the Real Estate Appraiser in Litigation
2004 Special Purpose Properties for Eminent Domain
Alliance for Valuation Education: Member of AVE Education Committee

International Right of Way Association - Appraisal Instructor (Level 5) and Master Instructor:

- Instructor Clinic** - Instructor Certification Clinic – Chicago 2010
- SR/WA Review Course** - Ann Arbor 2007, Indianapolis 2008, Milwaukee 2011, and Madison, WI 2013
- Course 804 - Skills of Expert Testimony** - Mackinac Island, MI 1991. Nashville, IN 1995. Springfield, IL 1995. Indianapolis 1996 and 2002. Parkersburg, WV 2002. Williamsburg, VA 2006
- Course 421 - The Appraisal of Partial Acquisitions** - Lansing 1991. Bismarck 1992. Ann Arbor 1990, 1996, 2000, & 2004. Charleston 1999. Indianapolis 1993, 1998 & 2002. Toledo 2003
- Course 410 - Reviewing Appraisals for Eminent Domain** - Charleston WV 2005. Lincoln NE 2008, Newington, CT 2012
- Course 409 - Integrating Appraisal Standards** – Charleston WV 2007. Lincoln NE 2008
- Course 407 - Valuation of Contaminated Properties** - Petoskey 1999. Kalamazoo 2002.
- Course 406B - 7-Hour USPAP** - Ann Arbor 2003, 2005, 2006, 2010 & 2013, Traverse City 2008, Charleston WV 2006, 2008, & 2010.
- Course 406A - 15-Hour USPAP** - Ann Arbor 1996 & 2000. Newington, CT 2009
- Course 405 - Preparation of the Narrative Appraisal Report** - Lansing 1991.
- Course 403 - Easement Valuation** - Indianapolis 1991. Chicago 1992. Traverse City 1993. Columbus 1994. Louisville 1996. Omaha 1996. Kansas City 1996 & 1997. Ann Arbor 1998. Charleston WV 2006 and 2011
- Course 402 - Introduction to Income Capitalization Approach** - Ann Arbor 1998. Charleston 2009
- Course 400 - Principles of Real Estate Appraisal** - Ann Arbor 2001, 2003 & 2006. Charleston WV 2007. Cincinnati 2009. Louisville 2010. Also assisted with development of Online Course 400 as Subject Matter Expert (SME).
- Course 219 - Introduction to Presentation, Instruction, and Facilitation** - Charleston WV 2013 and South Haven, MI 2013
- Course 104 - Standards of Practice for the Right of Way Professional** - Indianapolis 2002
- Course 103 - Ethics & the Right-of-Way Profession** - Chicago 1992. Indianapolis 1996 and 2008. Columbus 2003. Dhahran, Saudi Arabia 2013.
- Course 101A** - Appraisal Segment of **Principles of Right of Way** - Lansing 1991. Jefferson City, MO 1992. Okemos, MI 1997. Indianapolis 1993 and 1999.
- Course 100 - Principles of Land Acquisition** - Ann Arbor 1998, 2001 and 2003. Ames, IA 1999. Indianapolis 2007. Dhahran, Saudi Arabia 2013.
- Chapter Meeting Presentations** - (2002, 2006, 2009 and 2011)

Mr. Burgoyne is also an Master Scuba Diver Trainer (#197535) certified by PADI, the Professional Association of Diving Instructors, and a CPR/AED/First Aid Instructor for Emergency First Response.

APPRAISAL EXPERIENCE

Over the past three decades, Mr. Burgoyne has appraised agricultural, developmental, residential, commercial, office, industrial, aggregate mining, landfill, environmentally contaminated, waterfront (including Great Lakes and Detroit River waterfront), marine terminals, billboards, easements, corridors, special purpose property, subsidized housing projects, and properties having identifiable conservation values, in 50 of the 68 Counties of Michigan's Lower Peninsula, as well as in California, Indiana, Ohio and Missouri. He has appraised vacant and improved property for estate, insurance, consulting, development, sale, and litigation purposes. Litigation appraisals include Ad Valorem tax appeals, special assessment benefit analysis, partnership disputes, environmental contamination, divorce, easements, erosion, zoning, bankruptcy, encroachments, trespass, regulatory takings, total takings, and partial takings.

REPRESENTATIVE LIST OF CLIENTS

MUNICIPALITIES

- *Charter Township of Ann Arbor - Washtenaw County, Michigan*
- *City of Ann Arbor - Washtenaw County, Michigan*
- *Austin Township - Mecosta County, Michigan*
- *City of Bay City – Bay County, Michigan*
- *Village of Clinton, - Lenawee County, Michigan*
- *City of Dearborn - Wayne County, Michigan*
- *City of Dearborn Heights - Wayne County, Michigan*
- *City of Detroit - Wayne County, Michigan*
- *City of Dowagiac - Cass County, Michigan*
- *City of Grosse Pointe Woods – Wayne County, Michigan*
- *City of Howell, - Livingston County, Michigan*
- *City of Kalamazoo - Kalamazoo County, Michigan*
- *City of Lincoln Park - Wayne County, Michigan*
- *City of Marshall - Calhoun County, Michigan*
- *City of Marysville – St. Clair County, Michigan*
- *City of Midland – Midland County, Michigan*
- *Charter Township of Northfield - Washtenaw County, Michigan*
- *Village of Northport – Leelanau County, Michigan*
- *Charter Township of Oshemo – Kalamazoo County, Michigan*
- *City of Riverview – Wayne County, Michigan*
- *City of Romulus – Wayne County, Michigan*
- *City of Royal Oak - Oakland County, Michigan*
- *City of Southfield - Oakland County, Michigan*
- *Charter Township of Sumpter, - Wayne County, Michigan*
- *City of Taylor - Wayne County, Michigan*
- *Thomas Township – Saginaw County, Michigan*
- *City of Traverse City - Grand Traverse County, Michigan*
- *City of Troy - Oakland County, Michigan*
- *City of Westland - Wayne County, Michigan*

OTHER GOVERNMENTAL AGENCIES

- *Detroit Wayne County Stadium Authority - Detroit, Michigan*
- *Federal Aviation Administration, Great Lakes Region – Chicago*
- *Federal Deposit Insurance Corporation – Washington, D.C.*
- *Flint Bishop Airport – Genesee County, Michigan*
- *Little Traverse Conservancy, Harbor Springs, Michigan*
- *County of Livingston – Howell, Michigan*
- *Macomb County Office of Public Works - Mt. Clemens, Michigan*
- *Macomb County Corporation Counsel – Mt. Clemens, Michigan*
- *Michigan Department of Management & Budget - Lansing, Michigan*
- *Michigan Department of Natural Resources - Lansing, Michigan*
- *United States Army Corps of Engineers – Detroit, Michigan*
- *United States Department of Justice, Environment & Natural Resources Division and Tax Division - Washington, DC*
- *United States District Court, Eastern District of Michigan - Detroit*
- *County of Washtenaw - Ann Arbor, Michigan*
- *Washtenaw County Road Commission - Ann Arbor, Michigan*
- *Ypsilanti Community Utility Authority, Ypsilanti, Michigan*

SCHOOL DISTRICTS AND UNIVERSITIES

- *Allendale Christian School – Allendale, Ottawa County, Michigan*
- *Ann Arbor Learning Community – Washtenaw County*
- *Avondale School District - Auburn Hills, Rochester Hills and Troy, Michigan*
- *Birmingham Public Schools - Birmingham, Oakland County, Michigan*
- *Bloomfield Hills School District – Bloomfield Hills, Oakland County, Michigan*
- *Clarkston School District, - Oakland County, Michigan*
- *Crescent Academy – Southfield, Oakland County*
- *Dr. Charles Drew Academy – Ecorse, Wayne County*
- *Grand Valley State University - Allendale, Michigan*
- *Hazel Park School District - Hazel Park & Ferndale, Oakland County, Michigan*
- *Lakeview Schools - St. Clair Shores, Macomb County, Michigan*
- *Lapeer School District – City of Lapeer, Lapeer County, Michigan*
- *Plymouth Canton Community Schools - Wayne County, MI*
- *Rochester Community Schools - Rochester & Rochester Hills, Oakland County*
- *Romeo Community Schools – Washington & Bruce Townships, Macomb Count*
- *Royal Oak Schools - Oakland County, Michigan*
- *St. Paul Lutheran Church and School – Frankenlust Township, Bay County, MI*
- *Taylor School District – City of Taylor, Wayne County, MI*
- *Troy School District - City of Troy, Oakland County, MI*
- *Warren Fitzgerald School District – City of Warren, Macomb County, Michigan*
- *West Bloomfield School District – West Bloomfield, Oakland County, Michigan*

PUBLIC UTILITIES AND RAILROADS

- Burlington Northern Santa Fe Railroad - Chicago, Illinois
- Canadian National North America/Grand Trunk Western Railroad
- Consumers Energy Company - Jackson, Michigan
- Detroit Edison Company - Detroit, Michigan
- Merit Energy Company - Dallas, Texas
- Michigan Bell Telephone
- Michigan Consolidated Gas - prior to merger with DTE Energy
- Michigan Star Clipper Dinner Train - Walled Lake, Michigan
- Mirant Pipeline - Wyandotte, Riverview and Brownstown Township
- RES Americas - Denver, CO and Minneapolis, MN
- Union Pacific Railroad - Omaha, Nebraska
- Vector Pipeline Company - East Lansing, Michigan
- Wolverine Pipeline - Chicago, Illinois

SELECT CORPORATIONS AND BUSINESSES

- Ann Arbor Golf & Outing Club - Ann Arbor, Michigan
- Ajax Paving/Bald Mountain West - Troy and Orion Township
- Arnie's Hot Dogs - Munster, Indiana
- Arrowhead Properties (Flint Ink) - Washtenaw County, Michigan
- Art Van Furniture - Warren, Michigan
- Benton Harbor Fruit Market - Berrien County, Michigan
- Bill Fox Jeep Eagle - Rochester Hills, Michigan
- Bosch Corporation - Flat Rock, Michigan
- Canada Creek Ranch Association - Montmorency County, Michigan
- Central Transport - Warren, Michigan
- Chrysler Motors Corporation - Auburn Hills, Michigan
- Detroit Marine Terminal - Detroit, Michigan
- Domino's Farms Development and TSM Properties, Inc. - Ann Arbor
- Detroit International Bridge Company - Detroit and Warren, Michigan
- Detroit RiverFront Conservancy - Detroit, Michigan
- Exxon-Mobil Corporation - Fairfax, Virginia (Also Mobil Oil Corporation - prior to merger with Exxon)
- First American Title Company - Troy, Michigan
- Fox Toyota - Rochester Hills, Michigan
- General Motors Corporation - Detroit, Michigan
- Gilboa Quarry - Gilboa, Ohio
- Grosse Ile Bridge Company - Trenton, Michigan
- Grosse Ile Country Club - Grosse Ile, Michigan
- Haggerty Development Company - Commerce Township, Michigan
- The Hayman Company - Troy, Michigan
- JP Morgan Chase Bank - New York, New York
- Kurtis Kitchens and Bath Centers - Livonia, Michigan
- LaSalle Bank (now Bank of America) - Troy, Michigan
- Marathon Oil Company - Findlay, Ohio
- McNabb Carpet - Milford, Michigan
- Meridian National Corporation - Toledo, Ohio
- Meritor Automotive, a Rockwell Heritage Company - Troy, Michigan
- Michigan Caterpillar - Novi, Michigan
- New Holland North America - New Holland, Michigan
- Reddiman Farms Golf Club - Chelsea, Michigan
- Rock Superior LLC (Rock Financial) - Troy, Michigan
- Edward Rose & Sons & Occidental Development - Farmington Hills & Kalamazoo
- Saudi Aramco - Dhahran, Saudi Arabia
- Severstal North America - Inc., Dearborn, Michigan
- Sunrise Development Inc. - McLean, Virginia
- Thetford Inc. - Scio Township, Michigan
- Thomas & Betts Automotive Inc. - Clinton Township
- Union Oil Company of California - Schaumburg, Illinois
- United Parcel Service (Royoak, Inc.) - Atlanta, Georgia
- Universal Truckload Services - Warren, Michigan
- United States Steel Corporation, Ecorse and River Rouge, Michigan
- Walbridge Aldinger - Detroit, Michigan
- Ray Wiegand's Nursery - Macomb Township, MI
- White Chapel Cemetery - Troy, Michigan

AGGREGATE MINING & LANDFILL PROPERTY

- Charter Township of Canton - Wayne County, Michigan (Landfills)
- Driggs Properties for Lenawee County Airport Expansion - Madison Township, Lenawee County (Class II Sand)
- Hoag and Souders Properties for Lenawee County Airport Expansion - Madison Township, Lenawee County (Class II Sand)
- Finnerty, Michael and Norma - Eaton County, Michigan (Class II Sand)
- France Stone Company - Sylvania, Ohio and Monroe, Michigan (Crushed Limestone for Aggregate)
- Gardenscape, Inc. - Edinburg, PA, Archbold, OH, and Eaton Rapids, MI (Black, Reed/Sedge & Sphagnum Peat)
- Great Lakes Gravel - Addison Township, Oakland County (Gravel)
- William Kettlewell - Ft. Gratiot Township, St. Clair County, Michigan (Landfill)
- Lemrow Property - Expansion of Southeast Berrien County Landfill - Berrien County, Michigan (Landfill & Cover Dirt)
- Edward C. Levy Company, Farmington Hills, Michigan [Property in Metamora Township, Lapeer County] (Sand and Gravel)
- Mauthe Property - Expansion of Southeast Berrien County Landfill - Berrien County, Michigan (Landfill & Cover Dirt)
- Michigan Peat - Minden and Sandusky, MI and Houston, TX (Sphagnum Moss, Horticultural & Reed/Sedge Peat)
- Charla Niblock for Niblock Excavating - Bristol, Elkhart County, Indiana (Sand and Gravel)

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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

REGULAR MEETING AGENDA

**MONDAY, DECEMBER 9, 2013
7:00 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
4. CONSENT AGENDA
 - A. MINUTES OF THE NOVEMBER 25, 2013 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 - C. REVISED 2014 ANNUAL CONTRACTS AND RENEWALS
5. TRUSTEE REPORT
6. ATTORNEY REPORT
 - A. REQUEST TO AUTHORIZE TO INITIATE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT TO REQUIRE REMOVAL OF ASPHALT PARKING LOT LOCATED AT 2985 WASHTENAW

NEW BUSINESS

1. REQUEST OF KAREN WALLIN, HR DEPARTMENT TO APPROVE AFSCME LOCAL 3451, 2014-2017 BARGAINING UNIT AGREEMENT CONTINGENT UPON RATIFICATION BY UNION BODY
2. RESOLUTION NO. 2013-37 – WAGE RESOLUTION FOR ADMINISTRATIVE AND CONFIDENTIAL EMPLOYEES FOR 2014
3. RESOLUTION NO. 2013-38 – SUPERVISOR SALARY FOR 2014
4. RESOLUTION NO. 2013-39 – CLERK SALARY FOR 2014
5. RESOLUTION NO. 2013-40 – TREASURER SALARY FOR 2014
6. RESOLUTION NO. 2013-41 – TRUSTEES' SALARY FOR 2014
7. RESOLUTION NO. 2013-36 – 2014 FISCAL YEAR BUDGET (Public Hearing held at the November 25, 2013 Regular Meeting)
8. RESOLUTION No. 2013-44 – BOARDS AND COMMISSIONS

9. REQUEST OF YANKEE AIR MUSEUM TO APPLY FOR CLEAN MICHIGAN INITIATIVE BROWNFIELD REDEVELOPMENT GRANT AND FOR YPSILANTI TOWNSHIP TO BE THE GRANT RECIPIENT AND ADMINISTRATOR FOR THE GRANT
10. REQUEST AUTHORIZATION TO ADD ADDITIONAL PROPERTIES TO THE MASTER EXCLUSIVE LISTING AGREEMENT BETWEEN YPSILANTI TOWNSHIP AND PERRY AND CO., LLC UNDER EXHIBIT A (THE "PROPERTY") AS FOLLOWS:
 - a. 2084 E. MICHIGAN – K-11-02-433-005
 - b. 2094 E. MICHIGAN – K-11-02-433-001
 - c. 2403 E. MICHIGAN – K-11-01-340-022
 - d. 2421 E. MICHIGAN – K-11-01-340-023
 - e. 2485 E. MICHIGAN – K-11-01-340-026
 - f. 2590 E. MICHIGAN – K-11-01-300-004
11. REQUEST OF ART SERAFINSKI, RECREATION DIRECTOR TO APPROVE CHANGE ORDER #001 FOR BOATHOUSE PORTION OF LAKESIDE PARK IMPROVEMENT PROJECT (MNRTF 10-05)
12. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO AUTHORIZE LEGAL ACTION, IF NECESSARY, TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1431 ANDREA STREET AND TO HOLD HARBOUR PORTFOLIO VI LP AND ITS ASSOCIATED COMPANIES RESPONSIBLE COMPLIANCE WITH RENTAL HOUSING CERTIFICATION ORDINANCE, BUDGETED IN LINE ITEM #101.950.000.801.023
13. BUDGET AMENDMENT #17
14. SET PUBLIC HEARING DATE OF TUESDAY, JANUARY 21, 2014 AT APPROXIMATELY 7:00 P.M. – PARKS AND RECREATION MASTER PLAN

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

1. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO AWARD PRINTING OF 2014 HELPFUL HANDBOOK/MAGNET TO OFFICE MAX IN THE AMOUNT OF \$17,278.92, WITH \$8,639.46 BUDGETED IN LINE ITEM #226.226.000.900.000 AND \$8,639.46 BUDGETED IN LINE ITEM #212.212.000.900.000 AND TO APPROVE ESTIMATED POSTAGE AMOUNT OF \$6,200, WITH \$3,100 BUDGETED IN LINE ITEM #226.226.000.730.000 AND \$3,100 BUDGETED IN LINE ITEM #212.212.000.730.00

PUBLIC COMMENTS

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 25, 2013 WORK SESSION**

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

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

Members Absent: None

Legal Counsel: Wm. Douglas Winters

REIMAGINE WASHTENAW PRESENTATION.....NATHAN VOGHT

Nathan Voght, Washtenaw County Economic Development Specialist introduced Neil Billetdeaux , from Smith Group, JJR, who presented a Power Point presentation on the public study regarding the right-of-way corridor scenarios for the ReImagine Washtenaw project. Mr. Billetdeaux explained the most popular was a dedicated transit option that would include four lanes with a wide median from US 23 extending into Ypsilanti with three lanes, a center turn lane and on-street parking. He briefly discussed the proposals regarding transit.

Trustee Eldridge questioned the traffic volumes on Washtenaw and expressed his concern that a “road diet” would slow traffic rather than move traffic along. He asked if each municipality would have an opportunity to deviate from the recommendation of the plan.

Mr. Billetdeaux explained the overall goal of ReImagine Washtenaw was to reduce traffic volumes, address safety issues and work with developers to accomplish a viable economic corridor over time. He stated these were the final recommendations from the planners that would be used for the public presentation on December 11, 2013.

Supervisor Stumbo asked for details on the difference of the existing corridor and the proposals.

Mr. Billetdeaux explained the width of Washtenaw Avenue would not change with the addition of bike lanes and a narrow median, which would allow for safer crossing at traffic signals. He further explained lane widths would decrease from twelve or fourteen feet currently to eleven feet, allowing an additional ten feet for public access.

**CHARTER TOWNSHIP OF YPSILANTI
NOVEMBER 25, 2013 WORK SESSION MINUTES
PAGE 2**

Trustee Eldridge asked if each municipality would have an opportunity to deviate from the recommendations.

Mr. Billetdeaux explained the goal was to get everyone in agreement with the recommended right-of-way cross sections but certain things could be adjusted.

Joe Lawson, Planning Director explained that the Michigan Department of Transportation (MDOT) had jurisdiction over Washtenaw Avenue and the Township would have an agreement with them regarding maintenance. He stressed the most important part of the project was the width of the right-of-way.

PROPOSED ORDINANCE, REIMAGINE WASHTENAW.....BRAD STRADER

Brad Strader, LSL Planning provided a zoning review and recommendations regarding transit improvements. He presented a right-of-way plan, design guidelines and draft ordinance language. He said it was the goal to achieve continuity along the whole corridor.

Mr. Lawson said the parcels along Washtenaw Ave. were unique concerning size and shape so they offered specific challenges in preparing an ordinance. He offered the idea of making districts along the corridor for consistency as well as for character and identity.

Trustee Eldridge asked who would be responsible to oversee signage, specifically for advertisement purposes at each of the super stops for public transit along the corridor.

Nathan Voght responded that The Ride would oversee signage issues at bus stops.

Clerk Lovejoy Roe said many envisioned the super stops as being actual commercial developments with shops and private/public partnerships.

Discussion followed regarding ownership of the stops and maintenance issues.

Arloa Kaiser, Township Resident voiced her concern regarding the cost of the project and the idea of forcing traffic to slow down.

Supervisor Stumbo explained that grant money was being utilized for this part of the project, not Ypsilanti Township funds.

**CHARTER TOWNSHIP OF YPSILANTI
NOVEMBER 25, 2013 WORK SESSION MINUTES
PAGE 3**

Larry Krieg, Township resident and member of the Planning Commission felt the Township should not be overly concerned with finances but should show that we care enough to make things look nice to attract future development and encourage people to stay in our area.

Discussion followed regarding MDOT involvement in the project.

RE-CONSIDER PROPOSAL.....ANGELA BARBASH

Angela Barbash, Township resident presented an overview of this new business, outlining a dual approach of building support for an eco-system of local investing and deploying community capital in Ypsilanti Township. She explained the proposal included the area of Ecorse Road, a small part of Ford Boulevard and E. Michigan Avenue, the engagement of key stakeholders, decision makers and residents that wanted to be involved in starting and/or investing in businesses in those areas.

Ms. Barbash explained crowd funding campaigns had been funded by donations, but a lot of people would like to own or invest in local businesses. She said an estimated 5.2 billion dollars had been moved to local projects and businesses from international markets. Ms. Barbash stated a lot of the turnover in businesses could be solved by increasing the customer base, retaining some of the capital and raising awareness.

Trustee Eldridge asked for references, whether things could be added or deleted from the proposal and for clarification on additional costs.

Ms. Barbash referred to ongoing work for Washtenaw, Adrian and Berry Counties, addressed concerns and explained they would focus on main-street businesses.

DISCUSS PROPOSED CHANGES TO CHIPPING SERVICES.....JEFF ALLEN

Jeff Allen, Residential Services Director briefly reviewed proposed changes to the chipping services.

Treasurer Doe supported the changes in the chipping services.

Trustee Eldridge supported the idea of changing the services and suggested continuing special pick-up if a bad storm should occur and treating an oversize pile the same as obtaining extra trash tags.

Discussion followed and the final proposed changes are as follows:

- Brush pick-up for April and May (every other week)
- No brush collection during the months of June, July and August
- Brush pick-up for September, October and November
- Brush piles must not exceed 10` long, 4` high, and 4` wide.

**CHARTER TOWNSHIP OF YPSILANTI
NOVEMBER 25, 2013 WORK SESSION MINUTES
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DISCUSS COMPOST SITE EQUIPMENT NEEDS.....JEFF ALLEN

Jeff Allen, Residential Services Director presented the need to purchase a loader for the Compost Site to handle more materials and requested accepting sealed bids.

Carl Rowsey, Compost Site Operator was introduced to the Board by Jeff Allen.

Supervisor Stumbo voiced her appreciation to Mr. Rowsey for a job well done and asked him if this was the proper equipment for a compost site.

Mr. Rowsey explained this was not the proper piece of equipment for wind rows, which was still needed, but was a necessary piece of equipment to load and move the material that comes in, especially since much larger volumes were being dealt with.

ADJOURNMENT

The meeting adjourned at approximately 6:51 P.M.

Respectfully submitted,

Karen Lovejoy Roe, Clerk

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 25, 2013 REGULAR MEETING**

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 HEARING

A. 7:00 P.M. – 2014 FISCAL YEAR BUDGET (PUBLIC HEARING SET AT THE OCTOBER 28, 2013 REGULAR MEETING)

The public hearing opened at 7:05 p.m.

Jo Ann McCollum, Township Resident questioned if ownership of the Tyler Dam had been established.

Supervisor Stumbo said it had not.

Arloa Kaiser, Township Resident complimented the Ordinance Department for giving immediate attention to the needs of residents.

Supervisor Stumbo provided a brief explanation of the budget process.

Trustee Eldridge said the budget was well done and asked that a zero based budget system be considered for next year to eliminate line item transfers. He also asked if the \$12,000 grant received for the Recreation Department would allow for a decrease their budget.

Art Serafinski, Recreation Director explained writing the grant and planning the budget had occurred at the same time and the hope was they would complement each other. He explained that since that time a need to replace tables for the seniors had been presented, as well as the extra cost for the sound system and the cost to get extra chairs, and he hoped not to decrease the budget.

The public hearing closed at 7:10 p.m.

PUBLIC COMMENTS

Dennis Dickson, Valley View Neighborhood Watch expressed his concern regarding safety issues with snow removal ordinances, leaf removal ordinance, inspection of rental properties within 48 hours after vacancy and traffic control.

CONSENT AGENDA

- A. MINUTES OF THE OCTOBER 28, 2013 WORK SESSION AND REGULAR MEETING**
- B. STATEMENTS AND CHECKS FOR NOVEMBER 11 & 25, 2013**
- C. OCTOBER 2013 TREASURER'S REPORT**

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

TRUSTEE REPORT

Trustee Eldridge suggested he and Trustee Mike Martin contact the University of Michigan Traffic Institute (UMTRI), to see if any students were interested in a project to study Mr. Dickerson's traffic safety concerns. He said their recommendations could be forwarded to the Washtenaw County Road Commission.

ATTORNEY REPORT

A. 2985 WASHTENAW-FORMER YPSI-ARBOR LANES

Attorney Winters provided a brief overview of the issues surrounding the removal of the asphalt parking lot at the former Ypsi-Arbor Lanes property. He said the lot was temporarily being patched but quotes for cash bonds were being obtained to assured the removal of the asphalt by April 15, 2014.

NEW BUSINESS

1. 1ST READING RESOLUTION NO. 2013-35, PROPOSED ORDINANCE NO. 2013-433, FIRE INSURANCE REQUIREMENT FOR RENTAL HOMES

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 1st Reading of Resolution No. 2013-35, proposed Ordinance No. 2013-433, Fire Insurance requirement for rental homes (see attached).

Discussion followed regarding a process of enforcement.

The motion carried as follows:

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

2. REQUEST OF PASTOR THOMAS FIELDS, NEW LIFE MINISTRIES-MISSIONS TO PURCHASE TOWNSHIP OWNED PROPERTY LOCATED AT 116 S. HARRIS ROAD IN THE AMOUNT OF \$2,000

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve the request of Pastor Thomas Fields, New Life Ministries-Missions to purchase Township owned property located at 116 S. Harris Road in the amount of \$2,000 plus the closing costs. The motion carried unanimously.

3. MICHIGAN LAND BANK AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF YPSILANTI AND THE STATE OF MICHIGAN, CONTINGENT UPON THE INCLUSION OF ATTORNEY RECOMMENDATION AND TO AUTHORIZE SIGNING OF THE AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Michigan Land Bank Agreement between the Charter Township of Ypsilanti and the State of Michigan, contingent upon the inclusion of attorney recommendation and to authorize signing of the agreement (see attached). The motion carried unanimously.

Attorney Doug Winters provided a brief synopsis of the land bank and explained that it would provide more exposure for redevelopment of properties.

4. REQUEST OF KAREN WALLIN, HR DEPARTMENT FOR AUTHORIZATION TO INCREASE EMPLOYEE 2014 HEALTH CARE CONTRIBUTIONS FROM \$20/PER PAY TO \$50/PER PAY AND TO AUTHORIZE SIGNING OF THE AGREEMENTS WITH EACH UNION

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve the increase to the Employee 2014 Health Care contributions from \$20/per pay to \$50/per pay and to authorize signing of the agreements with each union (see attached). The motion carried unanimously.

Karen Wallin, HR Department explained there was a need to focus on educating Township employees on ways to assist in lowering health care costs.

5. RESOLUTION NO. 2013-43 ECONOMIC VITALITY INCENTIVE PROGRAM (EVIP) PART 3

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2013-43 Economic Vitality Incentive Program (EVIP) Part 3 (see attached). The motion carried unanimously.

6. REQUEST OF KAREN WALLIN, HR DEPARTMENT TO CREATE A NEW POSITION OF MECHANIC I / EQUIPMENT OPERATOR WITH LEVEL 17 CLASSIFICATION BY COMBINING TWO VACANT AFSCME POSITIONS (MECHANIC AND EQUIPMENT OPERATOR) AND TO POST AND FILL THE POSITION

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the creation of a new position of Mechanic I / Equipment Operator with Level 17 Classification by combining two vacant AFSCME positions (Mechanic and Equipment Operator) and to post and fill the position. The motion carried unanimously.

7. RESOLUTION NO. 2013-42, CONNECTING COMMUNITIES INITIATIVE GRANT

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve Resolution No. 2013-42, Connecting Communities Initiative Grant (see attached). The motion carried unanimously.

8. REQUEST OF DEBORAH AUE, RECREATION COORDINATOR TO ACCEPT THE HELEN MCCALLA TRUST – SENIOR GRANT IN THE AMOUNT OF \$12,608 AND TO AUTHORIZE SIGNING THE AGREEMENT

**CHARTER TOWNSHIP OF YPSILANTI
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PAGE 4**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to accept the Helen McCalla Trust–Senior Grant in the amount of \$12,608 and to authorize signing the agreement. The motion carried unanimously.

9. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO APPROVE NON-MOTORIZED PATHWAY AGREEMENT BETWEEN YPSILANTI TOWNSHIP AND THE WASHTENAW COUNTY ROAD COMMISSION IN THE AMOUNT OF \$1,413,609 WITH FUNDS DISPERSED IN 2014 AND TO AUTHORIZE SIGNING OF THE AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Non-Motorized Pathway Agreement between Ypsilanti Township and the Washtenaw County Road Commission in the amount of \$1,198,559 with funds dispersed in 2014 and to authorize signing of the agreement (see attached). The motion carried unanimously.

Supervisor Stumbo stated a revised agreement with the reduced amount was distributed to the Board.

10. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO APPROVE RICOH PROPOSAL FOR DOCUMENT WORKFLOW ASSESSMENT IN THE AMOUNT OF \$4,376.40, BUDGETED IN LINE ITEM #101.266.000.801.000, CONTINGENT UPON ATTORNEY REVIEW, BUDGET AMENDMENT APPROVAL AND TO AUTHORIZE SIGNING OF THE PROPOSAL

A motion was made by Treasurer Doe, supported by Trustee Hall Currie to approve the Ricoh proposal for Document Workflow Assessment in the amount of \$4,376.40, budgeted in line item #101.266.000.801.000, contingent upon attorney review, budget amendment approval and to authorize signing of the proposal. The motion carried unanimously.

11. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO AUTHORIZE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 1754 E. MICHIGAN AVENUE AND 5378-5500 MORGAN ROAD, BUDGETED IN LINE ITEM #101.950.000.801.023

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to authorize legal action in Washtenaw County Circuit Court to abate public nuisance for properties located at 1754 E. Michigan Avenue and 5378-5500 Morgan Road, budgeted in line item #101.950.000.801.023.

Mike Radzik, OCS Director gave an in-depth description of the public nuisance and the circumstance surrounding the administrative search warrant.

Charles Chatfield, Township Resident and owner of the property said no illegal activities were being conducted and he was unaware of anyone living there.

Mr. Lawson, Planning Director gave an overview of the multiple zoning violations and he said the property owner was issued a Notice of Violation but had not responded.

Attorney Winters provided a brief overview of the public nuisance violations at the Morgan Road property.

The motion carried unanimously.

- 12. SERVICE AGREEMENT WITH THE ANN ARBOR TRANSPORTATION AUTHORITY (AATA) FOR THE PERIOD OF OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014 IN THE AMOUNT OF \$329,508, BUDGETED IN LINE ITEM #101.956.000.818.014 AND TO AUTHORIZE SIGNING OF THE AGREEMENT**

A motion was made by Trustee Eldridge, supported by Clerk Lovejoy Roe to approve the Service Agreement with the Ann Arbor Transportation Authority (AATA) for the period of October 1, 2013 through September 30, 2014 in the amount of \$329,508, budgeted in line item #101.956.000.818.014 and to authorize signing of the agreement. The motion carried unanimously.

- 13. DTE ENERGY PURCHASE AGREEMENT FOR THE INSTALLATION OF ONE (1) OVERHEAD STREETLIGHT AT THE INTERSECTION OF TUTTLE HILL & MARTZ IN THE AMOUNT OF \$867.09, BUDGETED IN LINE ITEM #101.956.000.926.000**

A motion was made by Treasurer Doe, supported by Trustee Scott Martin to approve the DTE Energy Purchase Agreement for the installation of one (1) overhead streetlight at the intersection of Tuttle Hill & Martz in the amount of \$867.09, budgeted in line item #101.956.000.926.000. The motion carried unanimously.

- 14. BUDGET AMENDMENT #16**

Clerk Lovejoy Roe read the budget amendment into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #16 (see attached), made a motion. The motion carried unanimously.

- 15. SET PUBLIC HEARING DATES**

- A. SET PUBLIC HEARING DATE OF TUESDAY, FEBRUARY 4, 2014 AT APPROXIMATELY 7:00 P.M. – SPECIAL ASSESSMENT STREETLIGHT DISTRICT FOR BRADLEY STREET**

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to set Public Hearing date of Tuesday, February 4, 2014 at approximately 7:00 p.m. for Special Assessment Streetlight District for Bradley Street, made a motion. The motion carried unanimously.

- B. SET PUBLIC HEARING DATE OF TUESDAY, FEBRUARY 4, 2014 AT APPROXIMATELY 7:15 P.M. – SPECIAL ASSESSMENT STREETLIGHT DISTRICT FOR FIRWOOD, ELDER, HAZEL COURT AND HIGHLAND COURT**

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to set Public Hearing date of Tuesday, February 4, 2014 at approximately 7:15 p.m. for Special Assessment Streetlight District for Firwood, Elder, Hazel Court and Highland Court, made a motion. The motion carried unanimously.

OTHER BUSINESS

- 1. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO DISCONTINUE ALL SERVICES RELATED TO STANLEY SECURITY SOLUTIONS AND IMPLEMENT GUARDIAN ALARM IN THEIR PLACE**

Supervisor Stumbo explained this request was received just prior to the Board Meeting. She stated a savings of \$200 a month could be realized if authorization was given.

Jeff Allen provided an overview of the reason the request was being made, along with the cost involved.

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to authorize switching from Stanley Security to Guardian for all security equipment utilized by Ypsilanti Township. The motion carried unanimously.

AUTHORIZATIONS AND BIDS

- 1. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO ACCEPT SEALED BIDS FOR THE REPLACEMENT OF THE CIVIC CENTER ROOF**

A motion was made by Clerk Lovejoy Roe, supported by Treasure Doe to accept sealed bids for the replacement of the Civic Center Roof. The motion carried unanimously.

- 2. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO ACCEPT SEALED BIDS FOR THE PURCHASE OF A WHEEL LOADER FOR THE COMPOST SITE**

A motion was made by Treasurer Doe, supported by Trustee Hall Currie to accept sealed bids for the purchase of a wheel loader for the compost site. The motion carried unanimously.

- 3. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO ACCEPT THE LOW QUOTE FROM ENVIRONMENTAL MAINTENANCE ENGINEERS, INC. FOR THE REMOVAL OF ASBESTOS CONTAINING MATERIALS AT 1501 S. HURON STREET IN THE AMOUNT OF \$8,250, BUDGETED IN LINE ITEM #266.301.000.931.015 AND TO AUTHORIZE SIGNING OF THE CONTRACT**

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to accept the low quote from Environmental Maintenance Engineers, Inc. for the removal of asbestos containing materials at 1501 S. Huron Street in the amount of \$8,250, budgeted in line item #266.301.000.931.015 and to authorize signing of the contract. The motion carried unanimously.

- 4. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO PURCHASE STAND-ALONE PRINTER/SCANNER DEVICE FROM RICOH DIRECT IN THE AMOUNT OF \$14,313, BUDGETED IN LINE ITEM #249.249.000.977.000**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to authorize the purchase of a stand-alone printer/scanner device from Ricoh Direct in the amount of \$14,313, budgeted in line item #249.249.000.977.000. The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
NOVEMBER 25, 2013 REGULAR MEETING MINUTES
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ADJOURNMENT

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

The meeting adjourned at approximately 8:20 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

ORDINANCE NO. 2013-433

*An Ordinance to Amend the Code of Ordinances,
Chapter 48 entitled Property Maintenance, Article III,
One and Two Unit Dwelling Rental Properties*

The Charter Township of Ypsilanti **Ordains** that the Code of Ordinances Charter Township of Ypsilanti, Chapter 48 entitled **Property Maintenance**, Article III entitled One and Two Unit Dwelling Rental Properties, is amended as follows:

DELETE Section 48-42(a) in its entirety.

ADD: the following new provision as Section 48-42(a):

The Department shall provide for the systematic inspection of all single and duplex dwelling units which are subject to rental agreements in the Township to determine whether such units are in compliance with all applicable codes. An owner shall provide the Department with a certificate of insurance, issued by an insurance company that certifies that the dwelling is insured against structural loss or damage, including, but not limited to, fire damage. The Certificate of Insurance shall state the name of each person named on the policy and its expiration date. The Certificate of Insurance shall be in force at the time a Certificate of Compliance is issued or at the time a renewed Certificate of Compliance is issued. If a dwelling unit is determined to be in compliance with this Code and all requirements of this Chapter, the department shall issue a Certificate of Compliance to the dwelling unit property owner.

Severability


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

Effective Date and Repeal of Conflicting Ordinances

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

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2013-433 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on November 25, 2013. The second reading is scheduled to be heard on January 21, 2014.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

By authority of 2003 PA 258, MCL 124.751 *et seq.*, the Michigan Land Bank Fast Track Authority located at 735 E. Michigan Ave, Lansing, Michigan 48909 (“MLB”), on behalf of the State of Michigan, enters into this Land Banking Agreement (“Agreement”) with the Township of Ypsilanti, a Michigan Municipal Corporation, whose address is 7200 S Huron River Dr., Ypsilanti, Michigan 48917 (“Ypsilanti”), on this ____ day of August, 2013 (the “Effective Date”).

For valuable consideration received, the parties agree as follows:

Section 1. TERMS OF SALE

(A) Agreement for Purchase and Sale. Ypsilanti will sell, transfer, and convey to the MLB, and the MLB will purchase from Ypsilanti, subject to, and on the terms and conditions set forth in this Agreement, land located in the Township of Ypsilanti as described in the attached **Exhibit A** (the “Property”).

(B) Purchase Price. The purchase price for the Property under this Section 1 (the “Purchase Price”) will be One and no/100 Dollars (\$1.00) per parcel, paid to Ypsilanti at the time of transfer.

Section 2. REPRESENTATIONS AND WARRANTIES.

(A) Ypsilanti represents to the MLB that as of the date of this Agreement:

(1) Title to the Property will be in a form deemed satisfactory by the MLB in accordance with this Agreement and, to the knowledge of Ypsilanti, Ypsilanti has good and marketable title to the Property, free and clear of any claims or encumbrances except for (a) zoning and buildings laws, ordinances and regulations and (b) easements, conditions and restrictions of record that will not interfere with the MLB's intended use of the Property;

(2) This Agreement constitutes a legal, valid, and binding agreement of Ypsilanti, enforceable against Ypsilanti in accordance with its terms;

(3) Ypsilanti is a Michigan Municipal Corporation, validly existing and in good standing under the laws of the State of Michigan, and the representative of Ypsilanti whose name appears on the signature page hereof has been duly authorized to execute and deliver this Agreement on behalf of Ypsilanti. Documentation of such authority must be provided to the MLB and attached to this Agreement;

(4) Neither the execution of this Agreement nor the performance of Ypsilanti's obligations under this Agreement will constitute a default under its organizational documents or, to the knowledge of Ypsilanti, any contract or agreement by which Ypsilanti is bound; and

(5) The execution and delivery of this Agreement by Ypsilanti and the consummation of the transactions contemplated by this Agreement by Ypsilanti will not

violate any order, writ, injunction, or decree of any court in any litigation to which Ypsilanti is a party or bound or violate any law.

(B) The MLB represents to Ypsilanti as of the date of this Agreement:

(1) This Agreement constitutes a legal, valid, and binding agreement of the MLB, enforceable against the MLB in accordance with its terms;

(2) The MLB and the representative of the MLB whose name appears on the signature page hereof has been duly authorized to execute and deliver this Agreement on behalf of the MLB;

(3) Neither the execution of this Agreement by the MLB nor the performance of the MLB's obligations under this Agreement will constitute a default under its organizational documents or any contract or agreement by which the MLB is bound; and

(4) The execution and delivery of this Agreement by the MLB and the consummation of the transactions contemplated by this Agreement by the MLB will not violate any order, writ, injunction, or decree of any court and any litigation to which the MLB is a party or bound or violate any law.

Section 3. OPTION TO PURCHASE.

(A) The MLB, in consideration of the economic development potential of the Property as contemplated by Ypsilanti, grants to Ypsilanti, conditioned on the successful consummation of the conveyance of the Property to the MLB, an exclusive option to purchase the Property described on the attached Exhibit A, with all easements, rights, and appurtenances, exercisable at any time prior to the two year anniversary of the Effective Date (the "Option Period").

(B) Purchase Price. The purchase price for the Property under this Section 3 will be One and 00/100 Dollar (\$1.00) per parcel, paid to the MLB at the "Option Closing". The purchase price will be paid in full at the Option Closing with certified funds made payable to "the State of Michigan".

(C) Exercise of the Option. Ypsilanti may exercise the Option by giving written notice to the MLB in accordance with Section 5 of this Agreement at any time during the Option Period.

(D) Failure to Exercise the Option. If Ypsilanti fails to exercise the Option before the Option Period expires, the MLB, at its sole option, may either retain the Property, or convey the Property back to Ypsilanti, in either case the Option will terminate and the MLB will have no further obligations to Ypsilanti with respect to the Option.

(E) Option Closing. The Option Closing will occur within 10 days after all the Option Closing documents are prepared but no later than 30 days after the MLB receives notice that Ypsilanti is exercising the Option.

(F) The Option Closing and Preparations for the Option Closing.

(1) If Ypsilanti exercises the Option, the following obligations will be performed before or at the Option Closing:

(a) The MLB will prepare the necessary conveyance documents to transfer its title to Ypsilanti and forward them to Ypsilanti for Ypsilanti's review at least 10 days before the scheduled date of the Option Closing.

(b) The Option Closing will be held at the MLB's offices as stated in this Agreement unless the parties mutually agree on some other location.

(2) If MLB exercises its option to convey the Property back to Ypsilanti, the following obligations will be performed before or at the Option Closing:

(a) The MLB will prepare the necessary conveyance documents to transfer its title to Ypsilanti and forward them to Ypsilanti for Ypsilanti's review at least 10 days before the scheduled date of the Option Closing.

(b) The Option Closing will be held at the MLB's offices as stated in this Agreement unless the parties mutually agree on some other location.

(c) Ypsilanti will accept title to the Property.

(G) Condition of Property. Ypsilanti agrees to accept the Property and hereby waives all objections or claims against MLB arising from or related to the Property or to any Hazardous Materials on the Property. The Property is sold AS IS. MLB makes no implied or express representations or warranties as to the Property's condition, including its environmental condition and any other condition that may adversely affect its development, or its fitness for absolutely any purpose whatsoever. By executing this Agreement, Ypsilanti will be deemed to have acknowledged that it is satisfied with the condition of the Property.

Section 4. NOTICES AND DEMANDS

Any notice, demand or other communication under this Agreement by either Party to the other will be sufficiently given if it is dispatched by certified or registered mail, postage prepaid, return receipt requested, or sent by a recognized overnight delivery service, or hand delivered, with receipt obtained, and addressed as follows:

If to Ypsilanti:
7200 S. Huron River Dr.
Ypsilanti, Michigan 48917

If to the MLB:
P.O. Box 30766
Lansing, Michigan 48909

All notices will be deemed given on the day of mailing. Either Party to this Agreement may change its address for the receipt of notices at any time by giving notice thereof to the other as provided in this section. Any notice given by a Party hereunder must be signed by an authorized representative of such Party.

Section 5. DEFAULT AND REMEDIES

If the MLB fails to perform in accordance with this Agreement or if any representation of the MLB in this Agreement is untrue when made or at any time prior to the Effective Date, the MLB will be in default. In the event of a default by the MLB, Ypsilanti may, as its sole and exclusive remedies, elect to either enforce the terms of or terminate this Agreement.

If Ypsilanti fails to perform in accordance with this Agreement or if any representation of Ypsilanti in this Agreement is untrue when made or at any time prior to the Effective Date, Ypsilanti will be in default. In the event of a default by Ypsilanti, the MLB may, as its sole and exclusive remedies, elect to either enforce the terms of or terminate this Agreement.

Section 6. ENTIRE AGREEMENT.

This Agreement embodies the entire agreement of the parties and supersedes any prior or contemporaneous understandings or written or oral agreements between them concerning the Property. No variation, modification, or alteration of these terms will be binding on either party unless set forth in an express and formal written amendment executed by both parties to this Agreement. This Agreement is to be construed as if drafted by both parties.

Section 7. GOVERNING LAW.

This Agreement is governed by and construed under and in accordance with the laws of the State of Michigan.

Section 8. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. This Agreement may be executed and delivered by electronic transmission, and an electronic copy of this Agreement or of a signature of a party will be effective as an original.

(Signatures on following page)

The Parties have executed this Purchase Agreement as of the Effective Date.

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____, 2013 by **Kim Homan, the Executive Director of The Michigan Land Bank Fast Track Authority, a Michigan public body corporate and politic**, on behalf of said company.

Notary Public, Wayne County, Michigan
Acting in Wayne County, Michigan
My commission expires:

MICHIGAN LAND BANK FAST TRACK
AUTHORITY, a Michigan public body
corporate and politic

By: _____
Print: Kim Homan
Its: Executive Director

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____, 2013 by _____, the _____ of the Michigan Land Bank Fast Track Authority, a Michigan public body corporate, on behalf of the Authority.

Notary Public, Wayne County, Michigan
Acting in Wayne County, Michigan
My commission expires:

TOWNSHIP OF YPSILANTI, a Michigan
Municipal Corporation

By: _____
Print:
Its:

EXHIBIT A

PROPERTY

State of Michigan; County of Washtenaw; Township of Ypsilanti:

LOTS 393 - 396 INCL. DEVONSHIRE SUBDIVISION NO. 3. PARENT PARCELS K 11-02-433-003 AND K 11-02-433-004 (COMBINE)

Parcel Number: K -11-02-433-005; Commonly known as 2084 E MICHIGAN AVE

LOTS 402-404 INCL. LOTS 397-401 INC. DEVONSHIRE SUB.

Parcel Number: K -11-02-433-001; Commonly known as 2094 E MICHIGAN AVE

COM AT W 1/4 POST OF SEC, TH S 1117.5 FT IN THE W LINE OF SEC FOR A PL OF BEG, TH S 89.8 FT IN W LINE OF SEC, TH N70-58-00E 122.83 FT IN THE N LINE OF MICHIGAN AVE, TH N 51.60 FT, TH S88-23-00W 115.50 FT TO THE PL OF BEG, BEING A PART OF W 1/2 OF SW 1/4 SEC. 1 T3S R7E 2403-2405, E MICHIGAN AVE.

Parcel Number: K -11-01-340-022; Commonly known as 2403 E MICHIGAN AVE

COM AT W 1/4 POST OF SEC, TH SLY 1037.90 FT IN W LINE OF SEC; TH DEFL ELY 91 DEG 40' LEFT 100.0 FT FOR PL OF BEG; TH CONT ELY 35.50 FT; TH DEFL 72 DEG 35' RIGHT 119.52 FT; TH DEFL 90 DEG RIGHT 62.52 FT IN N LINE OF MICHIGAN AVENUE; TH DEFL 109 DEG 05' RIGHT 77.81 FT; TH DEFL 91 DEG 40' LEFT 15.0 FT; TH DEFL 91 DEG 40' RIGHT 40.0 FT; TH DEFL 91 DEG 40' LEFT 0.50 FT; TH DEFL 91 DEG 40' RIGHT 15.0 FT TO PL OF BEG. BEING PART OF W 1/2 OF SW 1/4, SEC 1, T3S-R7E, 0.13 AC.

Parcel Number: K -11-01-340-023; Commonly known as 2421 E MICHIGAN AVE

COM AT W 1/4 POST OF SEC, TH S 1194.9 FT IN W LINE OF SEC, TH N70-49-00E 335.43 FT IN N LINE OF MICHIGAN AVE FOR A PL OF BEG, TH N 200 FT, TH N70-49-00E 130 FT, TH S 200 FT, TH S70-49-00W 130 FT IN N LINE OF HWY TO PL OF BEG, BEING A PART OF W 1/2 OF SW 1/4 SEC. 1 T3S R7E, 0.57 AC.

Parcel Number: K -11-01-340-026; Commonly known as 2485 E MICHIGAN AVE

COM AT W 1/4 POST OF SEC, TH S 1194.9 FT IN W LINE OF SEC, TH N70-49-00E 335.43 FT IN N LINE OF MICHIGAN AVE FOR A PL OF BEG, TH N 200 FT, TH N70-49-00E 130 FT, TH S 200 FT, TH S70-49-00W 130 FT IN N LINE OF HWY TO PL OF BEG, BEING A PART OF W 1/2 OF SW 1/4 SEC. 1 T3S R7E, 0.57 AC.

Parcel Number: K -11-01-340-026; Commonly known as 2487 E MICHIGAN AVE

COM AT SW COR OF SEC, TH N 1418.39 FT IN W LINE OF SEC, TH DEFLECTING 70 DEG 55'RIGHT 940.30 FT IN CENT OF HWY FOR PL OF BEG, TH CONTINUING NELY 211.9 FT IN CENT OF HWY, TH DEFL 96 DEG 17' RIGHT 271 FT, TH DEFL 94 DEG 10' LEFT 169.6 FT, TH DEFL 107 DEG 16' RIGHT 644 FT, TH DEFL 78 DEG 01' RIGHT 231 FT, TH DEFL 88 DEG 41' RIGHT 858.63 FT TO PL OF BEG, BEING PART OF SW 1/4 SEC 1 T3S-R7E 5.55 AC. PROP: KINGSLEY MOBILE PARK

Parcel Number: K -11-01-300-004; Commonly known as 2590 E MICHIGAN AVE

COM AT N 1/4 COR SEC 10, T3S-R7E, YPSI TWP, WASH CTY MI, TH S 00-10-55 E 1089.21 FT ALG N/S 1/4 LN SEC 10; TH S 74-40-01 W 203.49 FT ALG C/L MICH AVE; TH S 75-54-21 W 46.34 FT ALG C/L MICH AVE TO POB; TH S 75-54-21 W 308.26 FT ALG C/L MICH AVE; TH N 00-32-42 W 238.88 FT; TH S 75-48-07 W 145.51 FT; TH N 00-48-07 W 349.25 FT ALG E/L JOHNSONS PL SUB; TH S 88-24-02 W 59.34 FT ALG N/L JOHNSONS PL SUB; TH N 01-06-15 W 228.69 FT; TH S 88-36-37 E 195.77 FT; TH S 00-10-55 E 100.11 FT; TH N 89-49-05 E 313 FT; TH N 89-49-05 E 73.55 FT; TH S 00-10-55 E 245.21 FT; TH S 88-11-19 W 77.01 FT; TH S 00-10-55 E 353.20 FT TO POB. BEING PT OF NW 1/4 SEC 10. CONTAINING 6.93 AC +/- BEING SUBJ TO RIGHTS OF PUBLIC OVER S 50 FT THEREOF AS OCCUPIED BY MICHIGAN AVENUE. (14,986 SQ.FT. OR 0.34 ACRE)

Parcel Number: K -11-10-205-039; Commonly known as 953 E MICHIGAN AVE

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2013-43**

**Economic Vitality Incentive Program (EVIP) Part 3 and
Employee Compensation Plan**

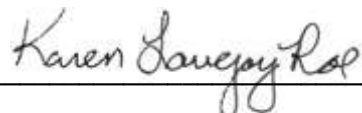
WHEREAS, the State of Michigan has enacted the Publicly Funded Health Insurance Contributions Act, Act 152 of 2011, (the "Act"); and

WHEREAS, the Act provides for limits on the amount that a local unit of government may pay or contribute to a medical benefit plan for its employees; and

WHEREAS, the Charter Township of Ypsilanti has elected to comply with the provisions of the Act and avoid penalties for non-compliance; and

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Ypsilanti will comply with the hard cap limits contained in Section 3 of Act 152 of 2011 for benefit year 2014.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2013-43 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on November 25, 2013



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Resolution No. 2013-42

Connecting Communities Initiative

WHEREAS, the Washtenaw County Parks and Recreation Commission has a "Connecting Communities" Initiative; and

WHEREAS, this initiative allows communities in the county to receive grant funds for local trail projects to connect communities; and

WHEREAS, Ypsilanti Township has an opportunity to invest \$80,000 in engineering design to receive an estimated \$240,000 for the construction of bike paths on Textile, Tuttlehill and Whittaker Roads through this grant application; and

WHEREAS, there is a continual need to enhance our bike path trail system; and

WHEREAS, applications are due by December 31, 2013 for the 2014 construction year and the award is made in March of 2014; and

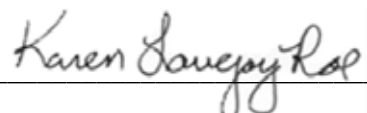
WHEREAS, this may be a collaborative effort with Ypsilanti Township, Washtenaw County Road Commission and Washtenaw County Parks and Recreation; and

WHEREAS, the anticipated cost to the Township would not exceed \$80,000; and

WHEREAS, line item #212-970- 000-997-000 can only be spent on capital improvements for parks & recreation.

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees approves this expenditure for engineering not to exceed \$80,000 and authorizes signing of the application and any necessary contracts and submittal of the application by Township staff for the Connecting Communities Initiative.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2013-42 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on November 25, 2013



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**NON-MOTORIZED PATHWAY AGREEMENT
BETWEEN THE CHARTER TOWNSHIP OF YPSILANTI
AND THE WASHTENAW COUNTY ROAD COMMISSION**

**GROVE ROAD
(WESTERLY TOWNSHIP LIMITS TO BRIDGE ROAD)
And BRIDGE ROAD
(GROVE ROAD TO NORTH HYDRO PARK)**

THIS AGREEMENT made and entered into this day 25 of November 2013, by and between The Charter Township of Ypsilanti ("Ypsilanti Township") and the Board of Washtenaw County Road Commissioners ("WCRC").

WHEREAS, Ypsilanti Township desires to construct a continuous non-motorized pathway along Grove Road from the westerly township limits to Bridge Road, and then along Bridge Road to North Hydro Park ("Project"), and

WHEREAS, Ypsilanti Township applied for and received Transportation Alternatives Program ("TAP") funds for such Project, and

WHEREAS, the WCRC, as an Act 51 Agency, is required by the Federal Highway Administration and Michigan Department of Transportation to be the recipient of such TAP funds on behalf of Ypsilanti Township, and

WHEREAS, the estimated costs for the desired improvements, excluding any necessary easement acquisitions, are as follows:

Design:	\$ 100,309.00
Construction:	\$ 955,000.00
Construction Engineering	\$ <u>143,250.00</u>
TOTAL	\$1,198,559.00

IT IS NOW THEREFORE AGREED, the WCRC and/or its consultant will design and construct the non-motorized pathway on behalf of the Township, and

IT IS ALSO AGREED that Ypsilanti Township shall pay the WCRC for all of the actual costs incurred associated with the design and all costs associated with the construction of the non-motorized pathway described herein estimated to cost a total of \$1,198,559.00, and

IT IS FURTHER AGREED that Ypsilanti Township shall pay WCRC for all actual costs incurred associated with obtaining easements for the construction of the non-motorized pathway described herein. These costs would be over and above the estimated \$1,198,559.00.

AGREEMENT SUMMARY

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP
FOR THE GROVE ROAD NON-MOTORIZED PATH \$1,198,559.00

ESTIMATED AMOUNT TO BE PAID BY WCRC \$0.00

TOTAL ESTIMATED COST \$1,198,559.00

FOR THE CHARTER TOWNSHIP OF YPSILANTI

Brenda Stumbo
Brenda Stumbo, Supervisor

Nancy Wyrzykowski
Witness

Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk

Nancy Wyrzykowski
Witness

FOR WASHTENAW COUNTY ROAD COMMISSION

WCRC, Chair

Witness

Roy D. Townsend, Managing Director

Witness

PURCHASE OF SERVICE AGREEMENT

THE ANN ARBOR TRANSPORTATION AUTHORITY (hereinafter referred to as "Authority"), 2700 South Industrial Highway, Ann Arbor, Michigan 48104, and the Ypsilanti Township, (hereinafter referred to as "Purchaser"), 7200 Huron River Drive, Ypsilanti, Michigan 48197, in consideration of the mutual promises contained herein, do hereby agree as follows:

1. TERM

The term of this Agreement is October 1, 2013 through September 30, 2014.

2. SERVICE PROVIDED

The Authority will provide public transit service according to the map(s) and schedule(s) for routes 4, 5, 6, 10, 11, 20, and other service descriptions contained in the Ride Guide included as Exhibit #1, and made part hereof. Said route(s) and schedule(s) may be modified by the AATA, at its discretion, for reasons including but not limited to those set forth in Section 4 below, subject to the procedures set forth in the Policy for Public Input on Service and Fare Changes attached hereto as Exhibit #3.

3. DESIGNATED REPRESENTATIVES

The Purchaser agrees to designate a representative as its agent to work in cooperation with designated representatives for the Ann Arbor Transportation Authority, overseeing the conduct of this service, modifications thereto and evaluation thereof. Nothing herein will be construed to limit the legal powers of the Authority or of the governing body of any governmental unit.

4. FINANCIAL MANAGEMENT

4.1 Payments by Purchaser

Purchaser agrees that its total obligation will be \$329,508, unless otherwise agreed by the parties. The calculation of revenues is included as Exhibit #2.

Purchaser agrees to pay this amount in four equal payments. The Authority will submit invoices to the Purchaser quarterly, on or about the first of November, February, May, and August. The Authority will refund to the Purchaser any overpayment resulting from a reduction in service.

4.2 Financial Assumptions, Power of Authority to Modify Services

It is expressly understood by the parties that the charges to the Purchaser are based on the Authority's Annual Operating Budget including the projected level of expenses and revenues necessary to implement the Annual Service Plan. The annual service hours and expenses and the calculation of the projected revenues to meet these fixed-route and demand-response expenses are attached as Exhibit #2. In the event that variances in costs or revenues render it impossible, in the reasonable judgment of the Authority, to provide the number of service hours at the local costs indicated in

Exhibit #2 without undue financial loss, the parties will renegotiate such hours and charges.

4.3 Mutual Cooperation Among Governmental Units

It is further understood and agreed that the other governmental units or entities have entered or are expected to enter into similar contracts with the Authority. Transit services covered by this and other contracts are interdependent such that if any purchaser breaches its contract, fails to enter into a contract, or terminates its agreement, the Authority may modify, reduce, or cancel routes or hours of service covered under this Agreement subject to the procedures contained in Exhibit #3.

4.4 Fares

It is expressly understood that determination of fare levels and all policies relating to fare collection and administration will be the responsibility of the Authority and may be modified during this agreement subject to the procedures contained in Exhibit #3.

5. EQUIPMENT

The Authority will provide all hardware and vehicles necessary for the service to be rendered hereunder, will maintain said equipment and will retain ownership of said equipment.

6. PERSONNEL

The Authority will provide the personnel necessary to fulfill its obligation hereunder, and retains complete authority in hiring, regulation and termination of said personnel.

7. INDEMNIFICATION

The Authority will indemnify Purchaser and hold Purchaser harmless from all claims, suits, actions and damages resulting from operation of vehicles conducted by the Authority under this Agreement except to the extent that such damages are caused by the Purchaser. It is not the intent of the Authority to waive any governmental immunity otherwise available to it. Purchaser, subject to any governmental immunity available to it, will indemnify and hold the Authority harmless from all claims, suits, actions, and damages caused by its officers, agents, or employees except to the extent caused by the Authority.

8. ASSIGNMENT

This Agreement will not be assigned by either party without the written consent of the other.

9. EXTENSION

It is the intent of the parties to engage in this service for a period longer than that cited in Paragraph 1, providing that the service is satisfactory to the parties. Therefore, the parties agree that this Contract shall be extended for successive periods of one year each unless a party notifies the other of

a statement, which indicates that the policy shall not be canceled, without at least sixty (60) days prior notification to the Purchaser, of such cancellation.


Executed in duplicate this ____ day of _____, 2013.

ANN ARBOR TRANSPORTATION AUTHORITY

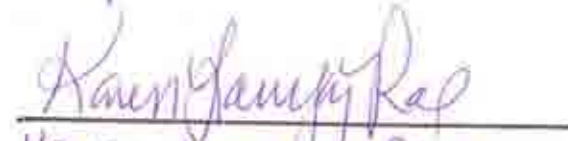
YPSILANTI TOWNSHIP



Michael Ford
Chief Executive Officer



Brenda L. Stumba
Supervisor



Karen Lovejoy Roe
Clerk

**YPSILANTI TOWNSHIP
A-Ride Service
COST CALCULATION**

	2013 Budgeted	2014 Budgeted	CHANGE
EXPENSES			
Passenger Trips	15,696	17,253	9.9%
Cost per Trip	\$26.21	\$25.89	-1.2%
Total Cost	\$411,398	\$446,676	8.6%
REVENUES			
Categorical Federal / State Grants	\$142,115	\$142,627	0.4%
State Operating Assistance	\$163,874	\$175,392	7.0%
Passenger Fares	<u>\$47,089</u>	<u>\$51,758</u>	9.9%
Revenue Subtotal	\$353,077	\$369,777	4.7%
Local Share	\$58,321	\$76,898	31.9%
Total Revenue	\$411,398	\$446,676	8.6%
Ypsilanti Township Payment	\$58,321	\$76,898	31.9%

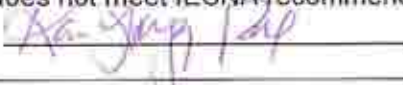
Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of November 20, 2013 between The Detroit Edison Company ("Company") and Ypsilanti Township ("Customer").

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

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

1. DTE Work Order Number:	37376830 If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	Intersection of Tuttle Hill & Martz, Ypsilanti Township, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	One overhead fed Autobahn cobrahead 280w LED to be mounted on an existing wood pole	
5. Estimated Total Annual Lamp Charges	\$198.04	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$1,461.21
	Credit for 3 years of lamp charges:	\$594.12
	CIAC Amount (cost minus revenue)	\$867.09
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices. 	
10. Customer Address for Notices:	Karen Lovejoy Roe 7200 S Huron River Drive Ypsilanti, MI 48197	

11. Special Order Material Terms:

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

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

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

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

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

Name: _____ Title: _____

Phone Number: _____ Email: _____

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

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

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

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

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

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

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

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

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

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

Company:

The Detroit Edison Company

By: _____

Name: _____

Title: _____

Customer:

Ypsilanti Township

By: Brenda L. Stumba

Name: Brenda L. Stumba

Title: Supervisor

By: Karen Lougoff Roe

Name: Karen Lougoff Roe

Title: Clerk

**CHARTER TOWNSHIP OF YPSILANTI
2013 BUDGET AMENDMENT #16**

November 25, 2013

101 - GENERAL OPERATIONS FUND

Total Increase \$4,376.40

Increase professional services for a scope of work by Ricoh for document workflow assessment services. This will be used to solicit proposals for a document/records management solutions for the entire organization. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	<u>\$4,376.40</u>
			<u>Net Revenues</u> <u>\$4,376.40</u>
Expenditures:	Professional Services	101-266-000-801.000	<u>\$4,376.40</u>
			<u>Net Expenditures</u> <u>\$4,376.40</u>

230 - RECREATION FUND

Total Increase \$12,608.00

Increase revenue and expenditure for private grant from the Helen McCalla Trust to purchase chairs, sound equipment and treadmills for the senior center. This is to be funded by a private grant from the Helen McCalla Trust.

Revenues:	Senior Grant - Private Grantor	230-000-000-675.006	<u>\$12,608.00</u>
			<u>Net Revenues</u> <u>\$12,608.00</u>
Expenditures:	Senior Rec Center - Equipment	230.751.000.974.022	<u>\$12,608.00</u>
			<u>Net Expenditures</u> <u>\$12,608.00</u>

249 - BUILDING DEPARTMENT FUND

Total Increase \$14,314.00

Increase for the purchase of a large format scanner for the Building Department from Ricoh. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	249.000.000.699.000	<u>\$14,314.00</u>
			<u>Net Revenues</u> <u>\$14,314.00</u>
Expenditures:	Equipment	249.249.000.977.000	<u>\$14,314.00</u>
			<u>Net Expenditures</u> <u>\$14,314.00</u>

590 - COMPOST FUND

Total Increase \$4,000.00

Increase equipment rental to rent a big loader while our big loader is being repaired. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	590.000.000.699.000	<u>\$4,000.00</u>
			<u>Net Revenues</u> <u>\$4,000.00</u>
Expenditures:	Equipment Leasing/Rental	590-590-000.941.000	<u>\$4,000.00</u>
			<u>Net Expenditures</u> <u>\$4,000.00</u>

Motion to Amend the 2013 Budget (#16):

Move to increase the General Fund budget by \$4,377 to \$10,171,418 and approve the department line item changes as outlined.

Move to increase the Recreation Fund budget by \$12,608 to \$940,318 and approve the department line item changes as outlined.

Move to increase the Building Department Fund budget by \$14,314 to \$294,331 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by \$4,000 to \$380,425 and approve the department line item changes as outlined.

Check Date	Bank	Check	Vendor	Vendor Name	Amount
					223,898.62

Hand Checks

Accounts Payable checks: 319,547.99

Hand Checks 223,898.62

Total 543,446.61

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
12/05/2013	AP	163534	2937	A & R TOTAL CONSTRUCTION, INC.	388.48
12/05/2013	AP	163535	0001	A.P. SMITH ELECTRIC	958.47
12/05/2013	AP	163536	15493	ADAM KURTINAITIS	960.00
12/05/2013	AP	163537	AEN	ALLEN EDWIN HOMES	1,991.00
12/05/2013	AP	163538	0017	ANN ARBOR CLEANING SUPPLY	277.20
12/05/2013	AP	163539	0022	ANN ARBOR WELDING SUPPLY CO	366.65
12/05/2013	AP	163540	0039	ATLANTIC WELDING SUPPLY	76.00
12/05/2013	AP	163541	0215	AUTO VALUE YPSILANTI	86.87
12/05/2013	AP	163542	0698	BARRETT PAVING MATERIALS INC.	123,414.20
12/05/2013	AP	163543	0007	BECKETT & RADEDER	4,093.20
12/05/2013	AP	163544	6971	BIO-CARE, INC.	2,206.00
12/05/2013	AP	163545	8274	BUDGET TOWING	100.00
12/05/2013	AP	163546	6959	BUTZEL LONG	5,233.01
12/05/2013	AP	163547	16315	CAMTRONICS COMMUNICATIONS CO.	145.00
12/05/2013	AP	163548	CARDNO ATC	CARDNO ATC	3,340.00
12/05/2013	AP	163549	4477	CDW-G	8,698.00
12/05/2013	AP	163550	16509	CLEAR RATE COMMUNICATIONS, INC	1,129.30
12/05/2013	AP	163551	15452	COLD CUT KRUISE	44.10
12/05/2013	AP	163552	0582	CONGDON'S	34.47
12/05/2013	AP	163553	C OF W	COUNTY OF WASHTENAW	30,000.00
12/05/2013	AP	163554	0105	CRAWFORD DOOR SALES	1,745.00
12/05/2013	AP	163555	0588	CUMMINS BRIDGWAY, LLC	40.61
12/05/2013	AP	163556	6557	DEB'S CATERING	1,000.00
12/05/2013	AP	163557	2988	DEEP ROOTS	2,700.00
12/05/2013	AP	163558	0115	DELUX RENTAL	90.00
12/05/2013	AP	163559	EPH	EDWARDS PLUMBING & HEATING	1,431.92
12/05/2013	AP	163560	1200	FEDERAL EXPRESS CORPORATION	106.59
12/05/2013	AP	163561	6419	FIRE ENGINEERING	67.00
12/05/2013	AP	163562	0141	GABRIEL, ROEDER, SMITH &	2,500.00
12/05/2013	AP	163563	1233	GORDON FOOD SERVICE INC.	20.97
12/05/2013	AP	163564	0107	GRAINGER	804.59
12/05/2013	AP	163565	0503	HOME DEPOT	474.78
12/05/2013	AP	163566	6147	HP DIRECT	2,024.22
12/05/2013	AP	163567	6237	INTERNATIONAL CODE COUNCIL	357.50
12/05/2013	AP	163568	J&J DIGIT	J & J DIGITAL SOLUTIONS	125.22
12/05/2013	AP	163569	15993	J.J. JINKLEHEIMER & CO	238.96
12/05/2013	AP	163570	J. SORENSEN	JACLYN SORENSEN	100.00
12/05/2013	AP	163571	JL&C	JAMES LEFFEL & CO.	1,229.00
12/05/2013	AP	163572	16408	JTW PIPES LLC	250.00
12/05/2013	AP	163573	6357	JUMP-A-RAMA	826.00
12/05/2013	AP	163574	6280	KAREN LOVEJOY ROE	20.97
12/05/2013	AP	163575	KCI	KCI	345.80
12/05/2013	AP	163576	K. MCDANIE	KIM MCDANIEL	100.00
12/05/2013	AP	163577	6467	LOWES	58.22
12/05/2013	AP	163578	6185	LUBRICATION ENGINEERS	394.15
12/05/2013	AP	163579	MANPOWER	MANPOWER	1,039.50
12/05/2013	AP	163580	0253	MCLAIN AND WINTERS	9,775.00
12/05/2013	AP	163581	6043	MEADOWBROOK, INC.	359.00
12/05/2013	AP	163582	16461	MICHIGAN LINEN SERVICE, INC.	1,351.77
12/05/2013	AP	163583	2559	MIDWEST GAS INSTRUMENT SERVICE	340.00
12/05/2013	AP	163584	M. WHITE	MIESHA WHITE	230.00
12/05/2013	AP	163585	0153	MIRACLE RECREATION EQUIPMENT CO.	713.00
12/05/2013	AP	163586	0297	MUNICIPAL CODE CORPORATION	700.00
12/05/2013	AP	163587	2986	NAPA AUTO PARTS*	103.64
12/05/2013	AP	163588	2997	OFFICE EXPRESS	879.00
12/05/2013	AP	163589	1081	OKINAWA KARATE CLUB	1,117.20
12/05/2013	AP	163590	16486	PAETEC	463.37
12/05/2013	AP	163591	PAETEC	PAETEC	11.67
12/05/2013	AP	163592	0913	PARKWAY SERVICES, INC.	120.00
12/05/2013	AP	163593	P. POWER	PETER POWER	1,470.00
12/05/2013	AP	163594	1668	PING	450.00
12/05/2013	AP	163595	6045	Q.P.S PRINTING	64.83
12/05/2013	AP	163596	3214	RENT A WRECK	63.00
12/05/2013	AP	163597	15420	RESERVE ACCOUNT	10,000.00
12/05/2013	AP	163598	1637	RESIDEX	840.00
12/05/2013	AP	163599	15386	RICOH USA, INC.	3,547.28
12/05/2013	AP	163600	6308	RKA PETROLEUM	4,032.62
12/05/2013	AP	163601	4313	RON WHITTENBERG	79.49
12/05/2013	AP	163602	15419	SERVICE ELECTRIC	47.68
12/05/2013	AP	163603	15751	SOUTHERN COMPUTER WAREHOUSE	260.74
12/05/2013	AP	163604	1507	SPARTAN DISTRIBUTORS	567.08
12/05/2013	AP	163605	6384	STAPLES* - ACCOUNT #1026071	1,097.10
12/05/2013	AP	163606	4402	TDS METROCOM	883.05
12/05/2013	AP	163607	15941	TODD BARBER	1,975.00
12/05/2013	AP	163608	0163	WASHTENAW COUNTY ROAD	107,341.00
12/05/2013	AP	163609	0444	WASHTENAW COUNTY TREASURER#	14,040.97
12/05/2013	AP	163610	0460	WEST SHORE SERVICES, INC.	4,434.00
12/05/2013	AP	163611	6417	YPSILANTI TWP PETTY CASH	77.39

12/05/2013 04:18 PM
User: mharris
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 2/2
CHECK NUMBERS 163534 - 163612

Check Date	Bank	Check	Vendor	Vendor Name	Amount
12/05/2013	AP	163612	0729	ZEP MANUFACTURING COMPANY	<u>480.36</u>
AP TOTALS:					
Total of 79 Checks:					369,547.99
Less: 0 Void Checks:					<u>0.00</u>
Total of 79 Disbursements:					369,547.99

Hand Checks

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
11/21/2013	AP	163459	5049	BLUE CROSS BLUE SHIELD OF MI	77,338.25
11/21/2013	AP	163460	BCBS	BLUE CROSS BLUE SHIELD OF MI	27,941.44
11/21/2013	AP	163461	0363	COMCAST CABLE	90.25
11/21/2013	AP	163462	0363	COMCAST CABLE	241.60
11/21/2013	AP	163463	0363	COMCAST CABLE	100.82
11/21/2013	AP	163464	0363	COMCAST CABLE	94.85
11/21/2013	AP	163465	0363	COMCAST CABLE	134.85
11/21/2013	AP	163466	0363	COMCAST CABLE	84.90
11/21/2013	AP	163467	0363	COMCAST CABLE	84.85
11/21/2013	AP	163468	6375	COSTUME GALLERY	1,965.60
11/21/2013	AP	163469	15536	REVOLUTION DANCEWEAR	2,619.27
11/21/2013	AP	163470	SIC	STANDARD INSURANCE COMPANY	2,391.12
11/21/2013	AP	163471	6149	WEISSMAN'S	2,857.81
11/18/2013	AP	163472	3398	G & K FLOOR COVERING	230.00 V
11/18/2013	AP	163473	6161	GOVERNMENTAL CONSULTANT	2,850.00 V
11/18/2013	AP	163474	0107	GRAINGER	258.42 V
11/18/2013	AP	163475	6414	GRIFFIN PEST SOLUTIONS	120.00 V
11/18/2013	AP	163476	0157	HAROLD'S FRAME SHOP INC.	1,945.56 V
11/18/2013	AP	163477	6786	HERITAGE-CRYSTAL CLEAN, LLC	259.56 V
11/18/2013	AP	163478	0503	HOME DEPOT	169.74 V
11/18/2013	AP	163479	0174	HONEYWELL	1,691.00 V
11/18/2013	AP	163480	0480	YPSILANTI COMMUNITY	101.64 V
11/18/2013	AP	163482	3398	G & K FLOOR COVERING	230.00
11/18/2013	AP	163483	6161	GOVERNMENTAL CONSULTANT	2,850.00
11/18/2013	AP	163484	0107	GRAINGER	258.42
11/18/2013	AP	163485	6414	GRIFFIN PEST SOLUTIONS	120.00
11/18/2013	AP	163486	0157	HAROLD'S FRAME SHOP INC.	1,945.56
11/18/2013	AP	163487	6786	HERITAGE-CRYSTAL CLEAN, LLC	259.56
11/18/2013	AP	163488	0503	HOME DEPOT	169.74
11/18/2013	AP	163489	0174	HONEYWELL	1,691.00
11/18/2013	AP	163490	0480	YPSILANTI COMMUNITY	101.64
11/25/2013	AP	163491	B. MEADOWS	BRENDA MEADOWS	14.00
11/25/2013	AP	163492	C. BOBAK	CAROL BOBAK	14.00
11/25/2013	AP	163493	C. RATLIFF	CLAUDEAN RATLIFF	14.00
11/25/2013	AP	163494	D. FRANKLI	DEBRA FRANKLIN	14.00
11/25/2013	AP	163495	12796	DIANE COLWELL	14.00
11/25/2013	AP	163496	E. SALA	ELLIOT SALA	14.00
11/25/2013	AP	163497	E. POQUETT	EMMA POQUETTE	14.00
11/25/2013	AP	163498	E. KHANG	ERIN KHANG	14.00
11/25/2013	AP	163499	G. BOWMAN	GALEN BOWMAN	14.00
11/25/2013	AP	163500	G. WILLIAM	GUY WILLIAMS	14.00
11/25/2013	AP	163501	J. WILKINS	JAMES WILKINS	14.00
11/25/2013	AP	163502	J. SALA	JEAN SALA	14.00
11/25/2013	AP	163503	J. KELLY	JOHN KELLY	14.00
11/25/2013	AP	163504	J. MACKIE	JOHN MACKIE	14.00
11/25/2013	AP	163505	J. TRZECIA	JONATHON TRZECIAK	14.00
11/25/2013	AP	163506	12684	JORDAN WESTON	14.00
11/25/2013	AP	163507	K. TAYLOR	KAREN TAYLOR	14.00
11/25/2013	AP	163508	K. WALTON	KRISTA WALTON	14.00
11/25/2013	AP	163509	K. SISTY	KRISTINA SISTY	14.00
11/25/2013	AP	163510	K. RICHARD	KRYSTAL RICHARDSON	14.00
11/25/2013	AP	163511	L. NORTHRU	LINDA NORTHRUP	14.00
11/25/2013	AP	163512	L. COOPERS	LINDAY COOPERSMITH	14.00
11/25/2013	AP	163513	L. LUKE	LYNN LUKE	14.00
11/25/2013	AP	163514	L. MILTON	LYONEL MILTON	14.00
11/25/2013	AP	163515	M. KRAMER	MICHAEL KRAMER	14.00
11/25/2013	AP	163516	N. NIEDER	NANCY NIEDERMAYER	14.00
11/25/2013	AP	163517	O. HAMILTO	ODEL HAMILTON	14.00
11/25/2013	AP	163518	P. KEITH	PAMELA KEITH-MCGEE	14.00
11/25/2013	AP	163519	P. STACHLE	PHILIP STACHLEWITZ	14.00
11/25/2013	AP	163520	R. GRAVES	RALPH GRAVES-MCGEE	14.00
11/25/2013	AP	163521	R. TAHERZA	RIAZ TAHERZADEH-YAZDIAN	14.00
11/25/2013	AP	163522	R. ELLIOTT	ROBERT ELLIOTT	14.00
11/25/2013	AP	163523	R. YOUNG	RODNEY YOUNG	14.00
11/25/2013	AP	163524	R. NOWLIN	RONALD NOWLIN	14.00
11/25/2013	AP	163525	R. EBERLE	ROSE EBERLE-SHUKAIT	14.00
11/27/2013	AP	163526	2002	DELTA DENTAL PLAN OF MICHIGAN	13,557.82
11/27/2013	AP	163527	2039	DTE ENERGY COMPANY -	867.09
11/27/2013	AP	163528	0119	DTE ENERGY**	79,322.34
11/27/2013	AP	163529	6263	STANDARD INSURANCE COMPANY	2,867.07
11/27/2013	AP	163530	1475	VERIZON WIRELESS	1,117.89
11/27/2013	AP	163531	1475	VERIZON WIRELESS	1,387.72
11/27/2013	AP	163532	2859	USA MOBILITY WIRELESS, INC	17.16
12/05/2013	AP	163533	6557	DEB'S CATERING	700.00

AP TOTALS:

Total of 74 Checks:
Less 9 Void Checks:

231,524.54
7,625.92

REVISED 2014 Contracts and Renewals

VENDOR/FIRM	DESCRIPTION
360 Service	Printing & mailing assessment notices & pers. Prop
AATA	
Adobe	Creative Cloud Subscription
Aerotropolis	
Air Source One	Breathing Air Compressor Maintenance
All Around Services	Noxious Weeds/Mowing
Alternative Computer Technology, Inc	Sophos Computer Security Software
Ann Arbor APARK Dues	
Ann Arbor Audio	Board Room Sound System
Ann Arbor SPARK East Dues	
APEX	Assessing Drawing Software
Apollo Fire Equipment	
ASAP	DOT Random Screens
ASC	
ASCAP	Phone Music
AT&T	Voice/Data Communications Services
B & C Painting	Paint and Graffiti Removal
BarrEngineering	Hydro Stations
Blue Cross/Blue Shield of Michigan	Employee Health Care
Bresser's	
BS&A	Governmental Software Apps
Butzel & Long	
Camtronics	Security Cameras/Video
Carter & Burgess	Structural Engineer
CDWG	Symantec Server Files Backup Software, McAfee Desktop
Centrong Data Services	Printing & mailing assessment notices & pers prop
Choice Strategies	Employee Medical/Dependent Reimbursement -Benny Card
Cincinnati Time	Time Clocks
Clear Rate Communications	Telephone Services
Code 42	Online Backup Services
Comcast	Internet Services
Conference of Western Wayne FF Testing Program	Firefighter Testing Program
Controlled Power	U.P.S. (Uninterruptible Power Supply) Maintenance, Fire Dept.
Creative Solutions	Chris Olson - fixed asset software
CTC Technologies	SilverPeak WAN Accelerators
D & B Power Associates, Inc.	UPS Maintenance
Delta Dental	Employee Dental Services
Dispute Resolution Center	
DJ Conneley	Boiler maintenance
Doan Construction	Sidewalk Repair Contractor and Engineer
DTE Energy	Generator maintenance
Election System & Software (ES&S)	Tabulator and AutoMark Maintenance Contract
ESRI	GIS Software Maintenance
Fire Findings	
ForeUP	Golf Course Management Systems

REVISED 2014 Contracts and Renewals

VENDOR/FIRM	DESCRIPTION
Friends of Rutherford Pool	
Gabriel Roeder Smith & Company	Actuary Company
Garan Lucow	
GCSI	Lobbyist Firm
Godaddy.com	Web Server SSL Certs
Goggle	Google Apps
Governmental Business Systems	Election Equipment & Supplies
Governor Computer	Printer Repairs
Guardian Alarm	Security Alarm & Door Access Systems
Hastings Air Energy Control	Plymouth System Preventive Maintenance, Fire Dept.
Heppner Landscaping	Ordinance Mowing
Honeywell	Alarm & HVAC - RSD
Hootsuite	Social Media Manger Services
Huron River Watershed Council Dues	
Int. Assoc. Of Arson Invest	
Intern Fire Chief's Assoc	
J&J Digital	
Konica-Albin	Copier Maintenance
Langworth, Strader & LeBlanc	
Lincode	Township Web Host
Map (Michigan Ability Partners)	Roadside Cleanup
Maps by Wagner	Police/Fire/Elections/RSD Maps
Margolis Nursery	Trees and Landscaping
Mark Perry & Company	
Marketplace Solutions of Ohio, Inc.	
Marwil & Associates	Health Care Agent
MASA	Softball purchase for adult programs @Rec dept.
McLain & Winters	Township Attys
Meals on Wheels	
Medtronic/Physio-Control	
Merit.edu	Zimbra Maintenance
MI Association of Fire Chiefs	
Michigan Assessor Association	Dues for Assessor Office
Michigan Associations of Planning (MAP)	C.E.D. training, reference etc.
Michigan Fire Inspector's Society	
Michigan Fireman's Association	
Michigan Municipal League	Insurance
Michigan Recreation & Park Assoc. (MRPA)	Per Art S
Michigan Township Association Dues	Clerk's Office
Micro Sources, Inc.	Veeam online replication software
Microsoft	Microsoft Licensing
Midwest Health Center	Pre-employment Drug Screen/DOT Screens
MiGMIS	Michigan Governmental IT Professionals
National Fire Protection Association	
Niswander LLC	

REVISED 2014 Contracts and Renewals

VENDOR/FIRM	DESCRIPTION
Neopost	Folding Machine
OHM Engineering	
Parkway Services	Port-A-Johns Rental
Parson's Brinkerhoff	
Pitney Bowes	Postage Machine
Printing Systems	Elections Supplies
Professional Tree Service	Tree Removal
PSLZ	Auditors/David Williamson CPA
QSP Printing	
Redhat	RHEL Update Subscription
Ricoh	Printer Services
SE Michigan Fire Chief's Assoc	
SEMCOG	
Senior Nutrition Lease	Per Art
SPARK East	
Spears Fire & Safety	Fire Extinguisher Inspections/Maintenance
Spicer Group	Engineer/Surveyors/Planners
Standard Insurance	Life/Disability Insurance
Stanley Security	Alarm System Program
State of Michigan	MiDeal
Stormwater Management Services, LLC	
TDS	Internet Service Provider
Tetra Tech	Environmental Services
Thomson Reuters	Fixed Assets Software
Total Fitness	
TRV (State of Michigan Dept of Corr)	
Ulliance	Employee Assistance Program (EAP)
USA Mobility	Pagers
V & J Cement Contractors	Concrete and Manhole Renovation
Verizon	Mobile Phones
Vermont Systems	Rec Trac Software Support
VMWare	Server Virtualization Software
Washtenaw Area Transportation Study Dues	
Washtenaw County Mutual Aid	
Washtenaw County Road Commission	Purchase of Salt & Grading
Washtenaw County Treasurer	Sheriff Services
Washtenaw Urgent Care	Pre-employment Drug Screen/DOT Screens
Waste Management	Trash Haulers
Western Wayne County Mutual Aid	
Windstream	Telephone Services
YCUA	Lift Stations, Vehicle and Equipment Repair
Ypsilanti Area Chamber of Commerce	
Zee Medical	First Aid Supplies
Zoho Corp	Network Monitoring/Request Racking Systems

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)

December 5, 2013

Richard D. Rattner, Esq.
Williams Williams Rattner & Plunkett, P.C.
380 N. Old Woodward Ave., Ste. 300
Birmingham, MI 48009

rdr@wwrplaw.com

- Re: 1. Failure of Property Owner Frankel-Ypsilanti LLC To Post An Irrevocable Letter of Credit And To Execute A Binding Agreement To Ensure The Removal Of The Asphalt Parking Lot at 2985 Washtenaw Avenue, Formerly Known As Ypsi-Arbor Lanes By The Deadline Of April 15, 2014 As Previously Agreed To By The Parties**
- 2. Request of Ypsilanti Township Board of Trustees At Its Regular Meeting Scheduled For Monday, December 9, 2013 To Seek Authorization Requiring The Property Owner To Remove The Asphalt Parking Lot**

Dear Mr. Rattner:

In spite of the fact that I represented to the Ypsilanti Township Board of Trustees at its last regular Board Meeting held on **November 25, 2013** (which meeting was attended by your associate Jeremy Manson) that an agreement had been reached wherein your client to-wit: Frankel Ypsilanti LLC would enter into a binding agreement and likewise post an **Irrevocable Letter of Credit** so as to ensure that the asphalt parking lot would be removed no later than **April 14, 2014**, I have yet to receive a draft of such an agreement much less the **Irrevocable Letter of Credit**. Furthermore, I confirmed just prior to writing this letter to you that no contractor on behalf of your client has made application to the Township's Building Department to remove the asphalt parking lot which was originally part of the demolition permit.

Richard D. Rattner, Esq.

Re: 2985 Washtenaw Avenue Removal of Asphalt Parking Lot

December 5, 2013

Page Two

That being said, since the only meeting scheduled by the Township Board of Trustees for the month of December is Monday, **December 9, 2013**, I am left with no choice but to request the Township Board to authorize our office to initiate the appropriate lawsuit in the Washtenaw County Circuit Court to require the removal of this asphalt parking lot since in its present condition it constitutes a public nuisance due to its abject condition, i.e., very large potholes, mini-sink holes, trip hazards, etc. etc.

While I am hoping that you and your client are still willing to proceed as set forth in your email dated **November 20, 2013**, as well as proceed to fill in the areas of the parking lot that pose trip hazards, the Township simply cannot allow this parking lot to remain in violation of its demolition standards.

While I am unavailable tomorrow to discuss this matter due to other legal engagements, I wanted to at least take a moment and make you aware that the Township Board is serious concerning the enforcement of all building codes and regulations along all of its commercial corridors.

Very truly yours,

A handwritten signature in blue ink that reads "Wm. Douglas Winters". The signature is written in a cursive style and is positioned above the typed name.

Wm. Douglas Winters

/cw

cc: Township Board
Mike Radzik
Ron Fulton
Joe Lawson
Bill Elling
Fire Chief Eric Copeland
Fire Marshall Vic Chevrette
Dennis O. McLain

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



Human Resource

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0065
Fax: (734) 484-5160
www.ytown.org

MEMORANDUM

To: Karen Lovejoy Roe, Township Clerk

From: Karen Wallin
Human Resource Department

Date: December 6, 2013

Subject: AFSCME Local 3451 Bargaining Unit Agreement

I would like to request that a new proposed AFSCME Local 3451 Bargaining Unit Agreement be placed on the agenda for the work session scheduled for Monday, December 9, 2013. I am also requesting that discussion of this item take place under executive session.

Your consideration in the matter is appreciated. Should you have any additional questions, please contact me at 484-0065 or ext. 3741.

RESOLUTION NO. 2013-37

**CHARTER TOWNSHIP OF YPSILANTI
WAGE RESOLUTION FOR ADMINISTRATIVE AND CONFIDENTIAL EMPLOYEES**

WHEREAS administrative and confidential employees received a 3% decrease in 2010 and in 2011 and 2012, their paid time off was decreased by 8 days, which is equivalent to a 3% reduction and was restored in 2013; and

WHEREAS in 2013, their salary remained the same as in 2010, 2011 and 2012;

NOW THEREFORE BE IT RESOLVED that the salaries for administrative and confidential employees are recommended to be as follows:

	2009 Total Salary*	2010 Total Salary	2011 Total Salary	2012 Total Salary	2013 Total Salary	2014 Total Salary
Deputy Supervisor	\$54,954	\$ 53,306	\$ 53,306	\$53,306	\$53,306	\$ 54,954
Note 1 Neighborhood Watch Coordinator			\$ 7,800	\$7,800	\$7,800	\$ 7,800
Deputy Clerk	\$54,954	\$ 53,306	\$ 53,306	\$53,306	\$53,306	\$ 54,954
Deputy Treasurer	\$54,954	\$ 53,306	\$ 53,306	\$53,306	\$53,306	\$ 54,954
Human Resource Generalist II	\$54,026	\$ 52,405	\$ 54,905	\$54,905	\$52,404	\$ 54,026
Note 2 Accounting Director	\$82,978	\$ 80,489	\$ 70,000	\$70,000	\$70,000	\$ 70,630
Note 3 Assessor		\$ 28,700	\$ 40,000	\$40,000	\$35,000	\$ 40,000
Building Director	\$77,137	\$ 74,823	\$ 74,823	\$74,823	\$74,823	\$ 77,137
Planning Director	\$82,956	\$ -	\$ 65,000	\$65,000	\$65,000	\$ 66,950
Recreation Director	\$75,504	\$ 73,239	\$ 73,239	\$73,239	\$73,239	\$ 75,504
Hydro Operator	\$53,690	\$ 53,690	\$ 53,690	\$53,690	\$53,690	\$ 55,301
Fire Chief	\$77,000	\$ 74,690	\$ 74,690	\$74,690	\$74,690	\$ 77,000
Police Services Administrator	\$81,988	\$ 79,528	\$ 79,528	\$79,528	\$79,528	\$ 81,988
14B District Court Judge	\$45,724	\$ 45,724	\$ 45,724	\$45,724	\$45,724	\$ 45,724
Note 4 Magistrate/Court Administrator	\$45,000	\$ 45,000	\$ 45,000	\$67,258	\$67,258	\$ 67,258
Court Administrator	\$57,804	\$ 56,070	\$ 56,070	\$0	\$0	\$ -
Note 5 Secretary/Court Recorder	\$50,764	\$ 49,241	\$ 49,241	\$49,241	\$49,241	\$ 49,241
Note 5 Secretary/Court Recorder	\$50,764	\$ 49,241	\$ 49,241	\$49,241	\$49,241	\$ 49,241
Residential Services Director	\$83,612	\$ 81,104	\$ 81,104	\$81,104	\$81,104	\$ 83,612
Golf Course Superintendent	\$81,065	\$ 77,520	\$ 75,194	\$75,194	\$75,194	\$ 77,520
Assistant to Golf Course Superintendent	\$31,011	\$ 29,650	\$ 29,650	\$29,650	\$29,650	\$ 31,011
Note 6 Golf Pro	\$51,138	\$ 48,892	\$ 48,892	\$48,892	\$48,892	\$ 54,892

Note 1 Deputy Supervisor absorbed the duties of Neighborhood Watch Coordinator in August of 2010 and is budgeted to be paid an additional \$7,800 per year. In 2014, we would like to split the NHW duties between Tammie and another person. This will be brought back to the Board.

Note 2 The Accounting Director received an additional 8 days of paid time off in January 2013. It is recommended that her portion of health care costs for family coverage be reduced from 35% to 20% (which equals 2.1%) and that an additional .9% increase be given to equal a 3% pay increase. This is the same as what is proposed for all other employees.

Note 3 The Assessor is a part-time position and is budgeted for additional time at \$30.00 per hour for 2014, if needed. It is recommended that the salary be increased to \$40,000.

Note 4 The salary for the Magistrate/Court Administrator was increased in 2012. It is recommended that his portion of health care costs for family coverage be reduced from 35% to 20% (which equals 2.1%) and that an additional .9% increase be given to equal a 3% pay increase. This is the same as what is proposed for all other employees.

Note 5 These two appointed positions did not receive the amount listed on the resolution in previous years. In 2014, their salary will increase to the amount listed on the resolution. Weekend jail duty and additional responsibilities are included in this amount.

Note 6 The Assistant Golf Pro was promoted to Golf Pro in 2013 and his salary was increased to \$54,892 at that time.

Due to the way our pay weeks fall in 2014, each employee will receive an additional 3 days of payroll accrual, with the exception of elected officials.

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2013-38
ESTABLISH TOWNSHIP SUPERVISOR'S SALARY

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

WHEREAS the salary for the office of Supervisor was decreased in 2010 by 3% from the 2009 total salary and remained the same in 2011, 2012 and 2013 at \$73,653.80 annually,

NOW THEREFORE BE IT RESOLVED that the salary for the office of Supervisor shall be restored in 2014 to the 2009 total salary of \$75,931.75.

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2013-39
ESTABLISH TOWNSHIP CLERK'S SALARY**

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

WHEREAS the salary for the office of Clerk was decreased in 2010 by 3% from the 2009 total salary and remained the same in 2011, 2012 and 2013 at \$73,653.80 annually,

NOW THEREFORE BE IT RESOLVED that the salary for the office of Clerk shall be restored in 2014 to the 2009 total salary of \$75,931.75.

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2013-40
ESTABLISH TOWNSHIP TREASURER'S SALARY**

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

WHEREAS the salary for the office of Treasurer was decreased in 2010 by 3% from the 2009 total salary and remained the same in 2011, 2012 and 2013 at \$73,653.80 annually,

NOW THEREFORE BE IT RESOLVED that the salary for the office of Treasurer shall be restored in 2014 to the 2009 total salary of \$75,931.75.

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2013-41**

ESTABLISH TOWNSHIP TRUSTEES' SALARY

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

NOW THEREFORE BE IT RESOLVED that the salary of the office of Trustee shall not be increased and remain the same in 2014 as in 2010, 2011, 2012 and 2013 at \$14,983.41 annually.

Resolution No. 2013-36
 Charter Township of Ypsilanti
 2014 Fiscal Year Budget

WHEREAS, The Township Supervisor has prepared and submitted to the Township Board the proposed budgets for calendar year 2014; and

WHEREAS, the Township Board has advertised the tentative millage rates in AnnArbor.com and held the public hearing on Monday, November 25, 2013 on the budget and the tentative millage rates pursuant to Section 16 of the Uniform Budgeting Accounting Act (Truth in Budgeting); and

WHEREAS, the Township Board has reviewed the proposed tax rates and budgets.

NOW THEREFORE BE IT RESOLVED, the Ypsilanti Township Board of Trustees adopts the 2014 Fiscal Year Budget by cost center, as follows:

General Fund Expenditures

101	Township Board	\$	150,928
137	Due Process		240,300
171	Supervisor		258,412
201	Accounting		270,585
202	Independent Auditing		32,000
209	Assessing		368,028
210	Legal Services		197,310
215	Clerk		512,438
227	Human Resources		107,942
247	Board of Review		3,976
253	Treasurer		320,992
265	Building Operations		646,210
266	Computer Support		477,686
267	General Services		175,492
371	Community Development		131,310
400	Planning Commission		3,953
410	Zoning Board of Appeals		2,716
446	Highways and Streets		364,330
762	RSD Administration		58,394
774	RSD Park and Grounds		543,962
780	RSD Storm Water Management		8,057
851	Fringes and Insurance		7,300
950	Community Stabilization		590,000
956	Other Functions		1,396,367
970	Capital Outlay		240,000
999	Other Financing Uses		622,834
Total General Fund Expenditure by Department:			<u>\$ 7,731,522</u>
Fire Department Fund - Fund 206			
206	Fire Department	\$	3,485,670
220	Civil Service Commission		14,520
852	Pension and Insurance		1,595,909
970	Capital Outlay		70,000
975	Federal Grant Department		-
Total Fire Department Fund by Department			<u>Total: \$ 5,166,099</u>
Parks Commission - Fund 208			<u>Total: \$ 7,298</u>
Bike Path, Sidewalk, Recreation, Roads, Operations - Fund 212			
212	BSR II-Operations	\$	824,465
230	BSR II-Recreation		0
584	BSR II-Golf Course		-
970	Capital Outlay		2,932,559
991	Debt Service		708,500
Total BSR II Fund by Department			<u>Total: \$ 4,465,524</u>
Environmental Services - Fund 226			<u>Total: \$ 2,612,119</u>
Recreation - Fund 230			<u>Total: \$ 918,064</u>
14B Court - Fund 236			<u>Total: \$ 1,267,085</u>
Building Rental Inspection Fund - Fund 248			<u>Total: \$ 121,285</u>
Building Department - Fund 249			<u>Total: \$ 338,767</u>
Local Development Finance Authority - Fund 250			<u>Total: \$ 196,014</u>
Hydro Station - Fund 252			<u>Total: \$ 372,681</u>
Law Enforcement Fund - Fund 266			
301	Sheriff Services	\$	6,243,687
304	Ordinance		295,631
Total Law Enforcement Fund by Department			<u>Total: \$ 6,539,318</u>
Debt Fund Series B Bonds - Fund 397			<u>Total: \$ 43,750</u>

Debt 2006 Bond Fund - Fund 398	Total:	<u>\$ 212,969</u>
Capital Improv-Seaver Infrastr - Fund 498	Total:	<u>\$ 10,000</u>
Golf Course - Fund 584	Total:	<u>\$ 757,448</u>
Compost - Fund 590	Total:	<u>\$ 866,117</u>
Motor Pool - Fund 595	Total:	<u>\$ 186,937</u>
Nuisance Abatement Fund - Fund 893	Total:	<u>\$ 55,621</u>
	Grand Total:	<u><u>\$ 31,868,618</u></u>

BE IT FURTHER RESOLVED, that the revenues, transfers-in and appropriations of prior year fund balances are estimated as follows:

Revenues	\$ 7,428,401	
Transfer-in		
Appropriation of prior year fund balance	303,121	
General Fund - 101	Total:	<u>\$ 7,731,522</u>
Revenues	\$ 4,570,007	
Transfer-in	-	
Appropriation of prior year fund balance	596,092	
Fire Department Fund - 206	Total:	<u>\$ 5,166,099</u>
Revenues	\$ 7,300	
Transfer-in	-	
Appropriation of prior year fund balance	-	
Parks Commission Fund - 208	Total:	<u>\$ 7,300</u>
Revenues	\$ 3,447,673	
Transfer-in	392,932	
Appropriation of prior year fund balance	624,919	
Bike Path, Sidewalk, Recreation, Roads, Operations - 212	Total:	<u>\$ 4,465,524</u>
Revenues	\$ 2,398,789	
Transfer-in	-	
Appropriation of prior year fund balance	213,330	
Environmental Services Fund - 226	Total:	<u>\$ 2,612,119</u>
Revenues	\$ 353,100	
Transfer-in	564,964	
Appropriation of prior year fund balance	-	
Recreation Fund - 230	Total:	<u>\$ 918,064</u>
Revenues	\$ 1,099,830	
Transfer-in	167,255	
Appropriation of prior year fund balance	-	
14B Court - 236	Total:	<u>\$ 1,267,085</u>
Revenues	\$ 120,500	
Transfer-in	-	
Appropriation of prior year fund balance	785	
Building Rental Inspection Fund - 248	Total:	<u>\$ 121,285</u>
Revenues	\$ 377,650	
Transfer-in	-	
Appropriation of prior year fund balance	-	
Building Department Fund - 249	Total:	<u>\$ 377,650</u>
Revenues	\$ 196,014	
Transfer-in	-	
Appropriation of prior year fund balance	-	
Local Development Finance Authority Fund - 250	Total:	<u>\$ 196,014</u>
Revenues	\$ 320,400	
Transfer-in	50,000	
Appropriation of prior year fund balance	2,281	
Hydro Station Fund - 252	Total:	<u>\$ 372,681</u>

Revenues	\$	6,612,489	
Transfer-in		-	
Appropriation of prior year fund balance		-	
Law Enforcement Fund- 266	Total:	\$	6,612,489
Revenues	\$	-	
Transfer-in		-	
Appropriation of prior year fund balance		43,750	
Debt Fund Series B Bonds - 397	Total:	\$	43,750
Revenues	\$	-	
Transfer-in		196,014	
Appropriation of prior year fund balance		16,955	
Debt 2006 Bond Fund - Fund 398	Total:	\$	212,969
Revenues	\$	-	
Transfer-in		-	
Appropriation of prior year fund balance		10,000	
Capital Improv-Seaver Infrastr - Fund 498	Total:	\$	10,000
Revenues	\$	755,272	
Transfer-in		2,176	
Appropriation of prior year fund balance		-	
Golf Course Fund - 584	Total:	\$	757,448
Revenues	\$	292,050	
Transfer-in		-	
Appropriation of prior year fund balance		574,067	
Compost Site Fund - 590	Total:	\$	866,117
Revenues	\$	171,100	
Transfer-in		-	
Appropriation of prior year fund balance		15,837	
Motorpool Fund - 595	Total:	\$	186,937
Revenues	\$	55,700	
Transfer-in		-	
Appropriation of prior year fund balance		-	
Nuisance Abatement Fund - 893	Total:	\$	55,700
		Grand Total:	\$ 31,980,753

BE IT FURTHER RESOLVED, that the Township Supervisor is authorized to approve transfers of budgetary funds within a cost center in consultation with the effected Department Director and/or the Accounting Director.

BE IT FURTHER RESOLVED, that increases to fund budgets must be authorized by the Township Board.

BE IT FURTHER RESOLVED, the following property tax revenues and tax rates be authorized and that the Township Treasurer is ordered to levy such funds and rates and collect and deposit to the various specific uses and funds as required by ordinance or resolution:

<u>Operating</u>	<u>Rate</u>	<u>Revenue</u>
General	1.0322	\$ 1,142,791
Fire Department	3.1250	\$ 3,459,816
Solid Waste	2.1550	\$ 2,385,889
Law Enforcement	5.9500	\$ 6,587,489
Bike Path, Sidewalk, Recreation, Roads, Operation	1.0059	\$ 1,113,673
Operating Total:	13.2681	\$ 14,689,658
<u>Debt</u>		
Fire Pension	1.0000	\$ 1,107,141
Debt Total:	1.0000	\$ 1,107,141
Grand Total:	14.2681	\$ 15,796,799

BE IT FURTHER RESOLVED, the Township will levy the 1% Tax Administration fee on property taxes collected by the Township Treasurer on behalf of other governmental units, as permitted by State Law.

CHARTER TOWNSHIP OF YPSILANTI

2014 Board and Commissions Appointments and Re-Appointments

Resolution No. 2013-44

REAPPOINTMENTS

Construction Board of Appeals

Kaczkowski, Christopher

Term

2 Years

Expiration Date

12/31/2015

Greens Commission

Hale, Larry

Simmers, Carol

Term

2 Years

2 Years

Expiration Date

12/31/2015

12/31/2015

Local Development Finance Authority (LDFA)

Doe, Lawrence (Board)

Vacancy (Ypsilanti Community Schools)

Fanta, Andrew (Ypsilanti Community Schools)

Vacancy (WCC Liaison) (waiting for response)

Hubbard, Lori (Banking)

Manchester, Tom (Attorney)

Peterson, Ronnie (Co Liaison)

Roe, Karen Lovejoy (Board)

Stumbo, Brenda (Board)

Vacancy (Engineer) (waiting for response)

Javonna Neel (Financial)

Lawson, Joseph

Term

4 Years

4 Years

4 Years

4 Years

4 Years

4 Years

4 Years

4 Years

4 Years

4 Years

4 Years

4 Years

Expiration Date

11/20/2016

12/31/2017

12/31/2015

12/31/2017

12/31/2015

12/31/2015

12/31/2015

11/20/2016

11/20/2016

12/31/2017

12/31/2017

Staff Assignment

Planning Commission

Krieg, Laurence

Reed, Nathan

Reiser, John

Term

3 Years

3 Years

3 Years

Expiration Date

12/31/2016

12/31/2016

12/31/2016

Water Conservation Advisory Commission**

Anderson, Carolyn

Blackburn, Luther

Wilson, David

Term

2 Years

2 Years

2 Years

Expiration Date

12/31/2015

12/31/2015

12/31/2015

Ypsilanti Community Utility Authority

Doe, Lawrence

Term

3 Years

Expiration Date

12/31/2016

Zoning Board of Appeals

Black, Russell

Iacoangeli, Jason

Term

3 Years

3 Years

Expiration Date

12/31/2016

12/31/2016

** Reduced from 9 commissioners to 3 or eliminate the Commission, it is a Board decision. Letters were sent to 6 commissioners asking if they were interested in being reappointed, only 3 responded. There are also 2 vacancies.



**PROJECT SUMMARY
FOR BROWNFIELD REDEVELOPMENT GRANT
HISTORIC WILLOW RUN BOMBER PLANT
PRESERVATION AND REDEVELOPMENT PROJECT
CHARTER TOWNSHIP OF YPSILANTI**



1. The Charter Township of Ypsilanti is applying for a Clean Michigan Initiative Grant in the amount of \$1,000,000 to help conduct environmental response activities in support of the Michigan Aeronautical Foundation's redevelopment of an approximately 175,000 square-foot portion (the Property) of the former General Motors Corporation (GM) Ypsilanti Transmission Operations (Hydramatic) Plant (the Site) in Ypsilanti Township. The redevelopment location is shown in Figure 1. The Site layout and Property location are shown in Figure 2.

The current owner of the approximately 315-acre Site is the Revitalizing Auto Communities Environmental Response (RACER) Trust. The Site was transferred to the RACER Trust as part of GM's bankruptcy reorganization.

The Site and Property are currently unoccupied. Manufacturing operations ceased in 2010.

2. The Property for which grant support is sought will be preserved and redeveloped into the new home of the Yankee Air Museum (YAM). The museum's mission is to research, preserve, display and interpret southeastern Michigan's aviation history; provide unsurpassed learning opportunities for children, youth and adults, including the integration of science, technology, engineering, and mathematics (STEM) into the visitor experience and education; and, offer flight experiences in vintage World War II aircraft. YAM will consolidate and expand its aircraft restoration and educational programs, museum displays, interpretive programs, and static aircraft displays on the Property.

The Michigan Aeronautical Foundation (MAF) intends to purchase and redevelop approximately 175,000 square feet of the southeastern corner of the former Hydramatic Plant (Figure 2 and Figure 3). Prior to conversion by GM to automobile transmission production, this area was the aircraft delivery end of the assembly line at the historic Willow Run Bomber Plant that produced Ford Motor Company B-24 Liberator bombers during World War II and the Kaiser Fraser C-123B transport during the Korean War. To prepare the building for its future use, interior manufacturing support structures will be demolished, regulated substances will be removed, building structures will be decontaminated, two new exterior walls will be constructed to separate the museum space from the demolished portion of the plant, and new utilities to support the museum will be constructed. The MAF may also acquire land adjoining the RACER Trust Site for development of a visitors center and static aircraft displays.

The total initial investment in Property acquisition and initial building stabilization and preservation will be over \$8,000,000. This investment includes approximately \$6,000,000



in private and corporate donations to MAF and a \$2,000,000 in-kind donation of infrastructure by the RACER Trust. After the building is restored to a usable condition, another \$6,000,000 - \$10,000,000 will be raised and invested in developing the museum, displays, offices, restoration workshops, restaurant, and a 1,000-person conference center. The initial building restoration/rehabilitation is projected to be completed in early 2015. Moving and expanding the museum from its current location will be accomplished over several subsequent years as funds are raised.

The YAM redevelopment project is expected to generate 10 – 20 new jobs and many new opportunities for volunteers and increase tourism and related economic benefits. The YAM currently has over 650 volunteers, engages over 5,000 students in education programs, attracts over 150,000 visitors annually to the museum and air show, and generates over \$3,000,000 in direct tourism economic impact for the area and state. All of these impacts will increase after the new museum and support facilities open.

3. The Site was agricultural land before 1941 when the Ford Motor Company built the B-24 bomber plant. The plant, where 40,000 workers produced over 8,700 B-24 bombers, was the first assembly line production facility for aircraft. At the time, it was the largest industrial building in the world with 3.2 million square feet of space under one roof. After the war, the Site was sold to the Kaiser-Frazer Corporation, which manufactured automobiles and the C-123B transport airplane until 1953. GM acquired the Site in 1953, and converted the plant to manufacture automobile transmissions. The plant was expanded numerous times to its current size of approximately 5 million square feet. GM closed the facility in 2010, and it was transferred to the RACER Trust as part of GM's subsequent bankruptcy settlement. The RACER Trust is proceeding with plans to demolish the plant and sell the Site, except for the portion to be acquired by MAF for the Yankee Air Museum, for redevelopment.

The known contamination on the Site likely resulted from releases of industrial chemicals and petroleum fuels during the entire history of on-site manufacturing operations. The Kaiser-Frazer Corporation no longer exists. The last owner, GM, declared the Site as surplus in 2010, and it was transferred to the RACER Trust in 2011 as part of the GM bankruptcy proceedings. The RACER Trust assumed responsibility for environmental conditions at the Site, and money in the RACER Trust has been allocated to address the environmental liabilities. The “new” GM has no residual environmental liability for the Site. GM's environmental liabilities under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) were resolved in the final bankruptcy order. The Site retains cleanup and closure obligations under Resource, Conservation and Recovery Act (RCRA) Corrective Action and the Michigan Natural Resources and Environmental Protection Act (NREPA).

Neither the applicant (the Charter Township of Ypsilanti), nor the prospective purchaser (the Michigan Aeronautical Foundation) are responsible for any contamination present on the Property. Prior to completion of the Property purchase transaction, the MAF and U.S. EPA will enter into a Prospective Purchaser Agreement to resolve RCRA Corrective Action liabilities for the MAF. Pursuant to Part 201 of NREPA, All Appropriate Inquiries



and a Baseline Environmental Assessment of the Property will be performed on behalf of the MAF, and a BEA Report will be disclosed to the Michigan Department of Environmental Quality (MDEQ).

4. The results of numerous environmental assessments revealed the presence and potential presence of contamination under and near the portion of the Site to be acquired by MAF (the Property). The observed and potential contamination arose from releases of hazardous substances and petroleum products during decades of manufacturing operations on the Site. Non-aqueous phase liquid (NAPL) in the form of oil and other organic chemicals underlies most of the Property. PCBs, volatile aromatic hydrocarbons and vinyl chloride have been identified in the NAPL in contiguous areas; however, the NAPL directly under the Property has not been tested. Soil and groundwater samples collected from locations on and near the Property were found to contain metals (aluminum, chromium, lead, iron, mercury and vanadium), volatile organic compounds and polycyclic aromatic hydrocarbons at concentrations above Part 201 generic residential and/or nonresidential use criteria. Soil and groundwater immediately beneath the portion of the building to be acquired has not yet been assessed. Releases from the following historical activities on or near the Property may have caused additional, undiscovered environmental impact: 1) an electrical substation (PCBs), painting operations (volatile organic compounds), cutting/machining operations (oils and coolants), and aircraft fueling (aviation gasoline) within the Property boundaries and 2) degreasing and painting operations (volatile organic compounds) adjoining the Property boundaries. These areas have not yet been investigated. Interior surfaces of the portion of the building to be restored are contaminated with oils and other condensed liquid industrial chemical products and lead-containing paint.

No underground storage tanks are known to exist on the Property.

5. Grant funding is being requested to fund some or all of the following environmental response activities:
 - Due care assessment – investigation of potential areas of contamination not previously investigated: PCB releases at the electrical substation, sub-slab soil gas beneath the Property (vapor intrusion), soil and groundwater beneath the Property (media management during construction and vapor intrusion source areas), and lead paint and chemical contamination on interior building surfaces.
Estimated cost: \$120,000 - \$140,000 (consultant estimate based on similar projects)
 - Management and disposal of contaminated excess soil (~1,500 cubic yards) generated during construction.
Estimated cost: \$50,000 - \$75,000 (consultant estimate based on similar projects)
 - Special engineering and construction techniques for installation of utilities and foundations for new walls in soil containing hazardous substances/petroleum contamination and NAPL.
Estimated cost: \$200,000 - \$400,000 (engineer estimate)



- Decontamination of building surfaces (~200,000 sq. ft.) to allow safe public use, including wastewater disposal.

Estimated cost: \$110,000 - \$130,000 (contractor estimate)

- Rerouting and reconstruction of storm water management systems – the RACER Trust requires that all storm water from the Property be rerouted from the existing storm sewer system as part of required modifications to the existing groundwater remediation system; costs include installation of rerouted sewer and construction of a lined detention basin.

Estimated cost: \$900,000 - \$1,100,000 (engineer estimate)

- Vapor intrusion mitigation (if needed) – installation of subslab depressurization system and/or floor coatings (~150,000 sq. ft.).

Estimated cost: \$750,000 - \$1,000,000 (consultant estimate based on similar projects)

- PCB remediation (if needed) – Toxic Substances Control Act (TSCA) compliance documents and contaminated concrete removal and disposal (~1,000 sq. ft.).

Estimated cost: \$20,000 - \$30,000 (consultant estimate based on similar projects)

Total Estimated Response Costs: \$2,150,000 - \$2,875,000

Contingency (15%): \$323,000 - \$431,000

Total Estimated Project Costs: \$2,473,000 - \$3,336,000

6. The proposed due care assessment, decontamination of interior building walls, and potential vapor intrusion mitigation activities are necessary to prevent unacceptable exposures of employees, volunteers, and the general public. PCB-contaminated concrete will be remediated, if necessary, to prevent unacceptable exposures and comply with TSCA regulations. Removal and disposal of contaminated excess soil is needed to prevent exacerbation of existing contamination. The design and use of special construction techniques for new wall foundations will minimize generation of excess contaminated soil and meet special requirements for stable foundations in soil containing NAPL. The rerouting of storm water is required for proper operation of the RACER Trust's groundwater remediation system.
7. The Property includes approximately 175,000 square feet of the 3.2 million square-foot former Willow Run Bomber Plant building, which in turn is incorporated into the approximately 5 million square-foot former GM Hydramatic Plant building. The YAM redevelopment project will save and preserve 175,000 square feet of the historic former Bomber Plant by converting it into museum, aircraft restoration and display spaces. The remainder of the former Hydramatic Plant is being demolished by the RACER Trust in preparation for redevelopment. Grant funding is not anticipated to be used for demolition.

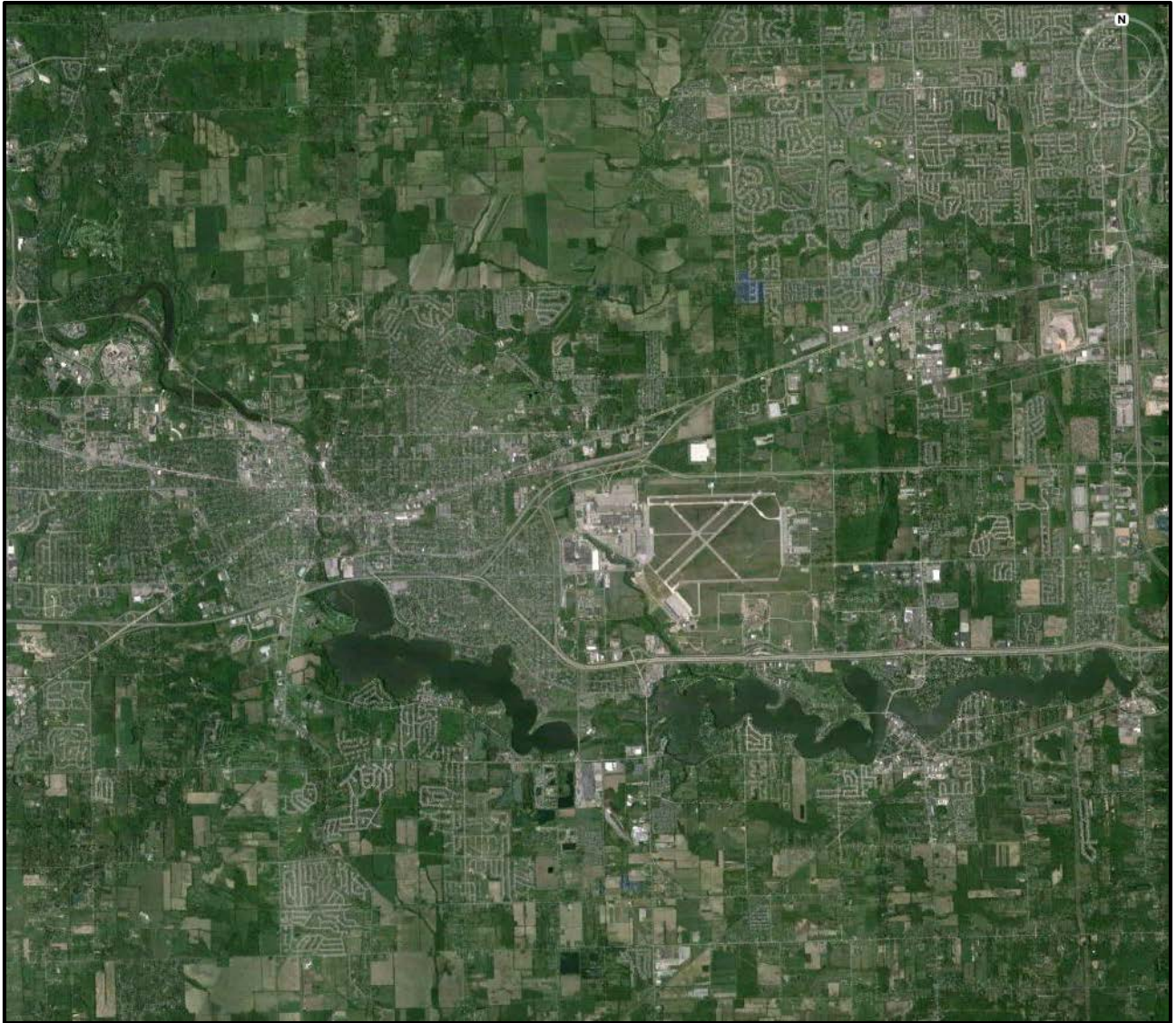
8. The MAF is undertaking a fundraising campaign to accumulate from private and corporate donors, foundations, and public institutions the approximately \$8 million needed to acquire, redevelop and move the YAM into its new home. Fundraising also will be undertaken to raise the millions more needed to complete development of museum displays, restoration workshops, conference center, the visitor experience, and restoration and education programs. Grant funding of environmental response actions to support redevelopment of the Property and safe use of the new museum is a critical element of the fundraising effort.

Ypsilanti Township is fully supportive of the MAF's efforts to acquire and restore the new home of the YAM. The Township is committed to sponsoring and supporting grants and other incentives that are provided to support the project. The RACER Trust has agreed to support the project with an in-kind donation of approximately \$2,000,000 in infrastructure that was to have been MAF's responsibility to replace. The RACER Trust also has committed to fund demolition of the remaining manufacturing structures, power clean all mechanical trenching and floors, and fill and cap all trenching in the YAM portion of the Hydramatic Plant as part of the overall plant demolition project. Several valuable aircraft and historical artifacts have been pledged to the museum for display after it moves into the redeveloped space.

Tax increment financing is not a feasible funding source for the project because the MAF is a non-profit organization, and no property tax revenue will be generated by the project. A brownfield loan is also not a feasible funding source because no tax increment revenue will be generated to repay it. The MAF anticipates only being able to raise sufficient donations to fund priority redevelopment activities and cannot ensure that sufficient funds will be available for future loan repayments.



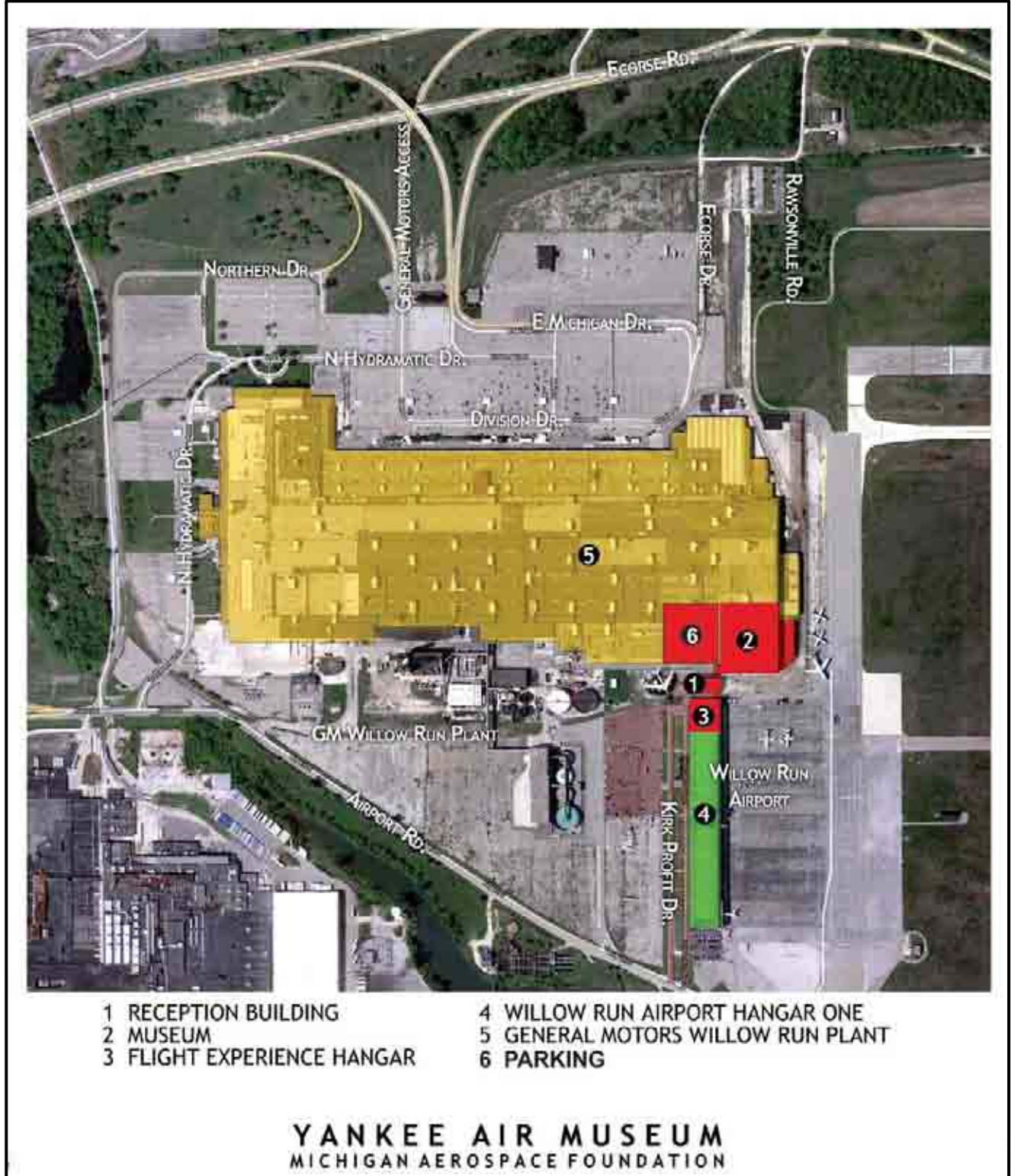
FIGURE 1
REDEVELOPMENT LOCATION DIAGRAM



This figure to be used for illustration purposes, final parcel and building footprint are yet to be determined.

FIGURE 2

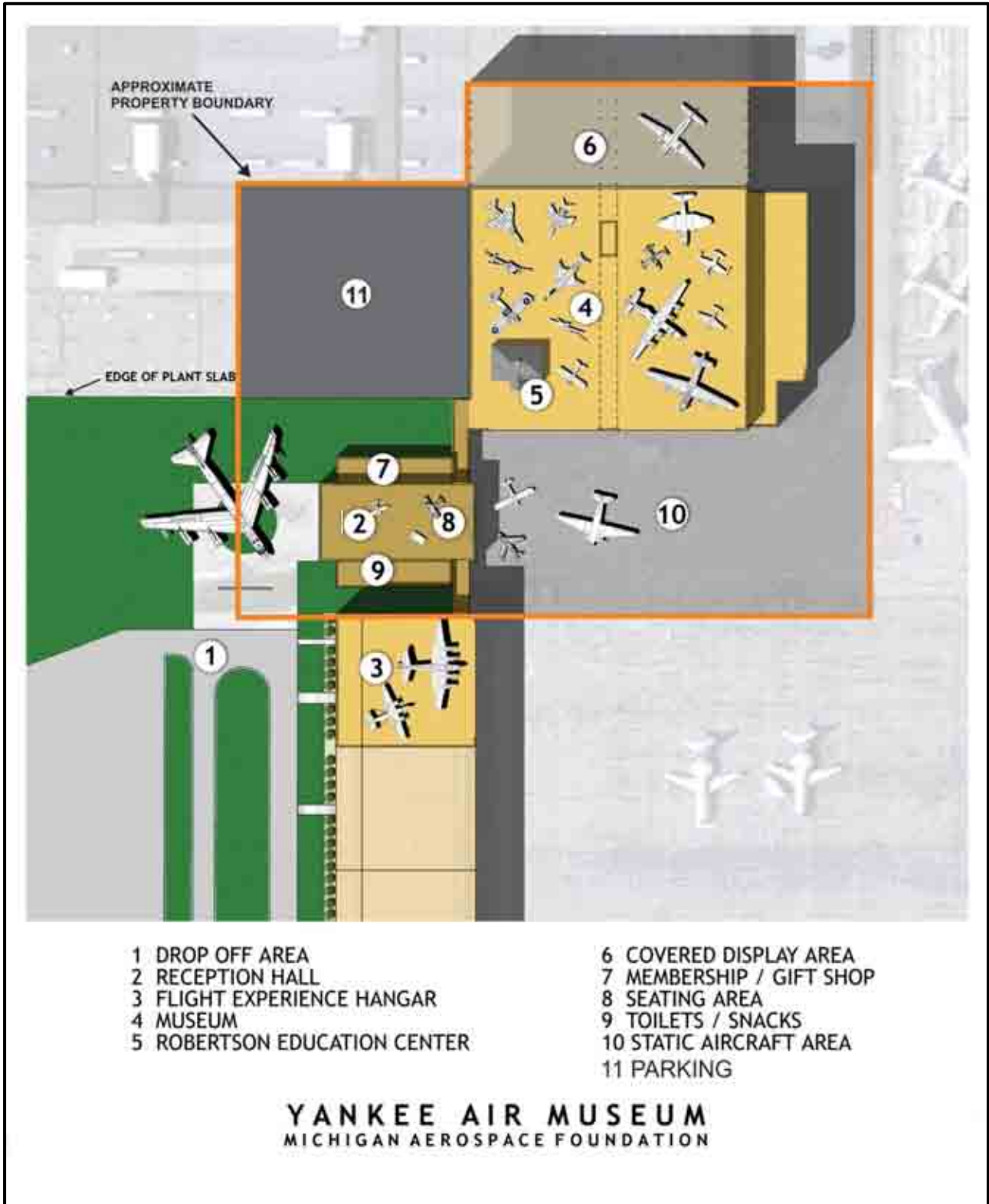
WILLOW RUN BOMBER PLANT YANKEE AIR MUSEUM REDEVELOPMENT



This figure to be used for illustration purposes, final parcel and building footprint are yet to be determined.

FIGURE 3

**YANKEE AIR MUSEUM REDEVELOPMENT
AND APPROXIMATE PROPERTY BOUNDARIES**





PROJECT SUMMARY GUIDELINE FOR A BROWNFIELD REDEVELOPMENT GRANT

In order to help staff of the Brownfield Redevelopment Program determine preliminary eligibility for a Brownfield Redevelopment Grant, we request that potential applicants write a 1-2 page project summary for proposed projects. This summary precedes submittal of a complete application, and serves to identify potential problems. Include the name and location of the site, and the name and phone number of the project contact person. Please address the following questions using known information about the site.

1. What is the name of the local unit of government applying for the grant? Who is the current owner of the property? Is the property currently occupied? Provide a map showing project location and if possible, proposed redevelopment.
2. What type of reuse is proposed for the property? Briefly describe the proposed economic development plans, including the name of the developer, expected date of completion, estimated amount of private investment to be generated by the project, and the predicted number permanent jobs created by the development.
3. What are the known past uses of the property? Who owned and/or leased the property at the time the contamination is known or believed to have occurred? Is the applicant responsible in any way for the contamination at the site? Has a BEA been performed on the property?
4. Does any environmental data exist for the property? If so, what types of contaminants were found at the site and how extensive is the contamination? How did the contamination occur? Are there any regulated underground storage tanks present at the property? If little information is known, why is contamination suspected?
5. Briefly describe the environmental response activities for which grant funding is requested. What is the cost estimate for these response activities? How was the estimated cost determined?
6. Why is the proposed response activity necessary for the development to occur at this site? Brownfield grants will fund only the minimum amount of response activity necessary for safe redevelopment of the site. Some contamination could remain on site with barriers to exposure.
7. Briefly describe any structures on the site. Will structures be reused? Will demolition activities be requested for grant funding? If so, explain the following: building ownership, building condition, physical hazards, relationship to contamination, and benefits of state funding.
8. Why is state funding needed at this site? Are there any other sources of income, such as proceeds from the sale of the property, or agreements with parties responsible for the contamination? What is the local government's (applicant's) commitment to the project? Are they providing any incentives, abatements, or TIF for the project? Are they willing to take on a loan? If not, why not?

Thank you for your cooperation. Please mail the completed summary to:



RICK SNYDER, GOVERNOR
DAN WYANT, DIRECTOR

Brownfield Redevelopment Program
Remediation and Redevelopment Division
Department of Environmental Quality
P.O. Box 30426, Lansing, MI 48909-7926

www.michigan.gov/deqbrownfields

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



Charter Township of Ypsilanti

Clerk's Office

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

MEMORANDUM

REQUEST AUTHORIZATION TO ADD ADDITIONAL PROPERTIES TO THE MASTER EXCLUSIVE LISTING AGREEMENT BETWEEN YPSILANTI TOWNSHIP AND PERRY AND CO., LLC UNDER EXHIBIT A (THE "PROPERTY") AS FOLLOWS:

- a. 2084 E. MICHIGAN – K-11-02-433-005
- b. 2094 E. MICHIGAN – K-11-02-433-001
- c. 2403 E. MICHIGAN – K-11-01-340-022
- d. 2421 E. MICHIGAN – K-11-01-340-023
- e. 2485 E. MICHIGAN – K-11-01-340-026
- f. 2590 E. MICHIGAN – K-11-01-300-004



Washtenaw County Parcel Report

Parcel ID: K -11-10-205-039

Report generated 12/2/2013 1:04:16 PM

Parcel Information

PIN: K -11-10-205-039
CVT Code: K
CVT Description: TOWNSHIP OF YPSILANTI
School: 81020 , YPSILANTI PUBLIC SCHOOLS
Property Class: 202 , COMMERCIAL VACANT

Property Information

Address: 953 E MICHIGAN AVE
 YPSILANTI , MI 48198

Owner Information

Owner: CHARTER TWP OF YPSILANTI
Address: 7200 S. HURON RIVER DR.
 YPSILANTI , MI 48197



Parcel highlighted in blue

Homestead Information

Homestead Percent: 0 %

Values

Assessed Value: \$ 52000 **SEV:** \$ 52000
Capped Value: \$ 52704 **Taxable Value:** \$ 52000

Drain Assessment (not incl. drain debts)

Year	Drain Name	Amount

Sales (last 3 max)

Date	Sale Price	Type
08/06/2013	47110	QUIT CLAIM DEED
02/20/2013	0	TRUSTEE DEED
09/13/2004	795000	WARRANTY DEED

Tax Description

COM AT N 1/4 COR SEC 10, T3S-R7E, YPSI TWP, WASH CTY MI, TH S 00-10-55 E 1089.21 FT ALG N/S 1/4 LN SEC 10; TH S 74-40-01 W 203.49 FT ALG C/L MICH AVE; TH S 75-54-21 W 46.34 FT ALG C/L MICH AVE TO POB; TH S 75-54-21 W 308.26 FT ALG C/L MICH AVE; TH N 00-32-42 W 238.88 FT; TH S 75-48-07 W 145.51 FT; TH N 00-48-07 W 349.25 FT ALG E/L JOHNSONS PL SUB; TH S 88-24-02 W 59.34 FT ALG N/L JOHNSONS PL SUB; TH N 01-06-15 W 228.69 FT; TH S 88-36-37 E 195.77 FT; TH S 00-10-55 E 100.11 FT; TH N 89-49-05 E 313 FT; TH N 89-49-05 E 73.55 FT; TH S 00-10-55 E 245.21 FT; TH S 88-11-19 W 77.01 FT; TH S 00-10-55 E 353.20 FT TO POB. BEING PT OF NW 1/4 SEC 10. CONTAINING 6.93 AC +/- BEING SUBJ TO RIGHTS OF PUBLIC OVER S 50 FT THEREOF AS OCCUPIED BY MICHIGAN AVENUE. (14,986 SQ.FT. OR 0.34 ACRE)



Washtenaw County Parcel Report

Parcel ID: K -11-02-433-005

Report generated 12/2/2013 1:08:53 PM

Parcel Information

PIN: K -11-02-433-005
CVT Code: K
CVT Description: TOWNSHIP OF YPSILANTI
School: 81150 , WILLOW RUN COMMUNITY SCHO
Property Class: 703 , EXMPT CNTY,CITY, TWP, VIL

Property Information

Address: 2084 E MICHIGAN AVE
 YPSILANTI , MI 48198

Owner Information

Owner: CHARTER TWP OF YPSILANTI
Address: 7200 S HURON RIVER DR
 YPSILANTI , MI 48197



Parcel highlighted in blue

Homestead Information

Homestead Percent: 0 %

Values

Assessed Value: \$ 0 **SEV:** \$ 0
Capped Value: \$ 0 **Taxable Value:** \$ 0

Drain Assessment (not incl. drain debts)

Year	Drain Name	Amount

Sales (last 3 max)

Date	Sale Price	Type
07/31/2011	12500	QUIT CLAIM DEED
12/02/2004	0	OTHER
10/01/1994	38800	WARRANTY DEED

Tax Description

YP# 54-59-60 LOTS 393 - 396 INCL. DEVONSHIRE SUBDIVISION NO. 3. PARENT PARCELS K 11-02-433-003 AND K 11-02-433-004 (COMBINE)

General Property Information

Ypsilanti Township

[\[Back to Non-Printer Friendly Version\]](#) [\[Send To Printer\]](#)

Parcel: K -11-02-433-001 **Unit:** YPSILANTI TOWNSHIP

Building sketches may be found under "attachments".

Property Address [collapse]
2094 E MICHIGAN AVE YPSILANTI, MI 48198

Owner Information [collapse]	
CHARTER TWP OF YPSILANTI 7200 S HURON RIVER DR YPSILANTI, MI 48197	Unit: 11

Taxpayer Information [collapse]
SEE OWNER INFORMATION


General Information for Tax Year 2013 [collapse]			
Property Class:	703 - EXEMPT COUNTY, CITY, TWP,	Assessed Value:	\$0
School District:	81150 - YPSILANTI COMMUNITY SCH	Taxable Value:	\$0
State Equalized Value:	\$0	Map #	R 125 043 00
INDEX #	0	Date of Last Name Chg:	01/17/2012
		Date Filed:	
		Notes:	N/A
Historical District:	N/A	Census Block Group:	N/A
Principal Residence Exemption	June 1st	Final	
2014	0.0000 %	-	
2013	0.0000 %	0.0000 %	
Previous Year Info	MBOR Assessed	Final S.E.V.	Final Taxable
2012	\$0	\$0	\$0
2011	\$38,100	\$38,100	\$38,100

Land Information [collapse]			
	Frontage		Depth
Lot 1:	0.00 Ft.		0.00 Ft.
Lot 2:	0.00 Ft.		0.00 Ft.
Lot 3:	0.00 Ft.		0.00 Ft.
Total Frontage:	0.00 Ft.	Average Depth:	0.00 Ft.

Total Acreage:	19819.80		
Zoning Code:	B3		
Land Value:	\$0	Mortgage Code:	
Land Improvements:	\$0	Lot Dimensions/Comments:	
Renaissance Zone:	NO		
Renaissance Zone Expiration Date:			
ECF Neighborhood Code:	00999 - YPSILANTI TOWNSHIP PROPERTY		

Legal Information for K -11-02-433-001	[collapse]
YP# 54-68 LOTS 402-404 INCL. LOTS 397-401 INC. DEVONSHIRE SUB.	

Sales Information

7 sale record(s) found.							
Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page	
07/31/2011	\$13,500.00	QC	WASHTENAW COUNTY TREASURER	CHARTER TOWNSHIP OF YPSILANTI	NOT MARKET SALE	4880/682	
 12/02/2004	\$0.00	SDR	WASHTENAW COUNTY TREASURER	MILTON ET AL, PERRY & VIOLA	REDEMP CERTIFICATE	4446/189	
04/03/2002	\$1.00	QC	MILTON ET AL, PERRY & VIOLA	PAINTER, JACQUELINE F.	QUIT CLAIM XXX	4117/38	
01/24/1992	\$0.00	AF			ARMS-LENGTH	2578 215	
05/21/1991	\$1.00	AF			ARMS-LENGTH	2508 417	
02/20/1989	\$1.00	AF			ARMS-LENGTH	2508 420	
09/28/1974	\$8,000.00	LC			LAND CONTRACT XXX	2508 411	

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[Privacy Policy](#)



Washtenaw County Parcel Report

Parcel ID: K-11-01-340-022

Report generated 12/2/2013 1:13:02 PM

Parcel Information

PIN: K-11-01-340-022
CVT Code: K
CVT Description: TOWNSHIP OF YPSILANTI
School: 81150 , WILLOW RUN COMMUNITY SCHO
Property Class: 703 , EXMPT CNTY,CITY, TWP, VIL

Property Information

Address: 2403 E MICHIGAN AVE
 YPSILANTI , MI 48198

Owner Information

Owner: CHARTER TWP OF YPSILANTI
Address: 7200 S HURON RIVER DR
 YPSILANTI , MI 48197



Parcel highlighted in blue

Homestead Information

Homestead Percent: 0 %

Values

Assessed Value: \$ 0 **SEV:** \$ 0
Capped Value: \$ 0 **Taxable Value:** \$ 0

Drain Assessment (not incl. drain debts)

Year	Drain Name	Amount

Sales (last 3 max)

Date	Sale Price	Type
11/15/2011	3500	QUIT CLAIM DEED
07/03/1991	0	LAND CONTRACT
04/03/1991	50000	WARRANTY DEED

Tax Description

YP#1-45 COM AT W 1/4 POST OF SEC, TH S 1117.5 FT IN THE W LINE OF SEC FOR A PL OF BEG, TH S 89.8 FT IN W LINE OF SEC, TH N70-58-00E 122.83 FT IN THE N LINE OF MICHIGAN AVE, TH N 51.60 FT, TH S88-23-00W 115.50 FT TO THE PL OF BEG, BEING A PART OF W 1/2 OF SW 1/4 SEC. 1 T3S R7E 2403-2405, E MICHIGAN AVE.



Washtenaw County Parcel Report

Parcel ID: K -11-01-340-023

Report generated 12/2/2013 1:14:23 PM

Parcel Information

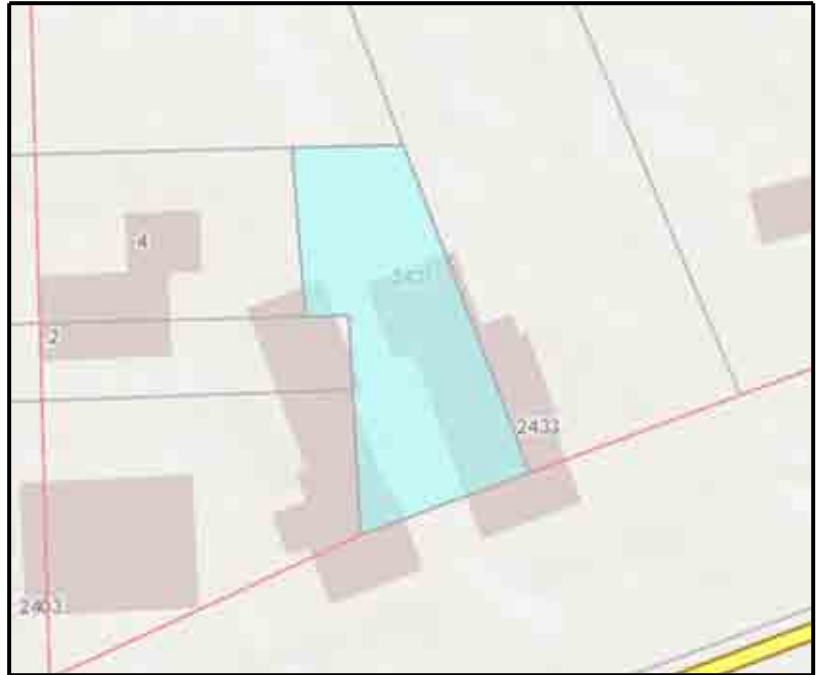
PIN: K -11-01-340-023
CVT Code: K
CVT Description: TOWNSHIP OF YPSILANTI
School: 81150 , WILLOW RUN COMMUNITY SCHO
Property Class: 703 , EXMPT CNTY,CITY, TWP, VIL

Property Information

Address: 2421 E MICHIGAN AVE
 YPSILANTI , MI 48198

Owner Information

Owner: CHARTER TWP OF YPSILANTI
Address: 7200 S HURON RIVER DR
 YPSILANTI , MI 48197



Parcel highlighted in blue

Homestead Information

Homestead Percent: 0 %

Values

Assessed Value: \$ 0 **SEV:** \$ 0
Capped Value: \$ 0 **Taxable Value:** \$ 0

Drain Assessment (not incl. drain debts)

Year	Drain Name	Amount

Sales (last 3 max)

Date	Sale Price	Type
11/15/2011	3500	QUIT CLAIM DEED
04/02/2003	161651	LAND CONTRACT
07/16/2001	95000	WARRANTY DEED

Tax Description

YP#1-43A-2: COM AT W 1/4 POST OF SEC, TH SLY 1037.90 FT IN W LINE OF SEC; TH DEFL ELY 91 DEG 40'LEFT 100.0 FT FOR PL OF BEG; TH CONT ELY 35.50 FT; TH DEFL 72 DEG 35' RIGHT 119.52 FT; TH DEFL 90 DEG RIGHT 62.52 FT IN N LINE OF MICHIGAN AVENUE; TH DEFL 109 DEG 05' RIGHT 77.81 FT; TH DEFL 91 DEG 40' LEFT 15.0 FT; TH DEFL 91 DEG 40' RIGHT 40.0 FT; TH DEFL 91 DEG 40' LEFT 0.50 FT; TH DEFL 91 DEG 40' RIGHT 15.0 FT TO PL OF BEG. BEING PART OF W 1/2 OF SW 1/4, SEC 1, T3S-R7E, 0.13 AC.



Washtenaw County Parcel Report

Parcel ID: K -11-01-340-026

Report generated 12/2/2013 1:15:52 PM

Parcel Information

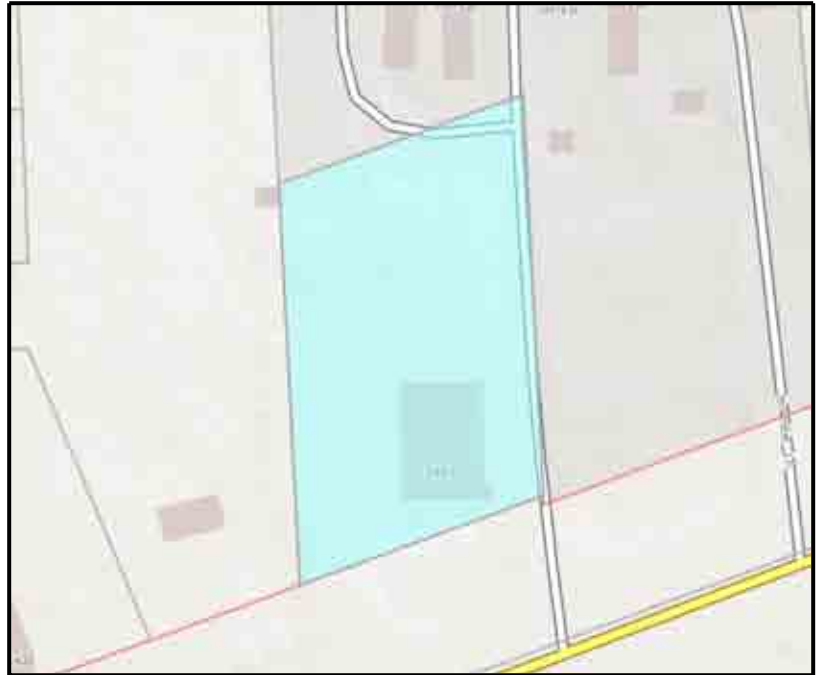
PIN: K -11-01-340-026
CVT Code: K
CVT Description: TOWNSHIP OF YPSILANTI
School: 81150 , WILLOW RUN COMMUNITY SCHO
Property Class: 703 , EXMPT CNTY,CITY, TWP, VIL

Property Information

Address: 2485 E MICHIGAN AVE
 YPSILANTI , MI 48198

Owner Information

Owner: CHARTER TWP OF YPSILANTI
Address: 7200 S HURON RIVER DR
 YPSILANTI , MI 48197



Parcel highlighted in blue

Homestead Information

Homestead Percent: 0 %

Values

Assessed Value: \$ 0 **SEV:** \$ 0
Capped Value: \$ 0 **Taxable Value:** \$ 0

Drain Assessment (not incl. drain debts)

Year	Drain Name	Amount

Sales (last 3 max)

Date	Sale Price	Type
07/27/2011	22000	QUIT CLAIM DEED
05/03/1994	4894	QUIT CLAIM DEED
01/01/1994	0	QUIT CLAIM DEED

Tax Description

YP#1-38B COM AT W 1/4 POST OF SEC, TH S 1194.9 FT IN W LINE OF SEC, TH N70-49-00E 335.43 FT IN N LINE OF MICHIGAN AVE FOR A PL OF BEG, TH N 200 FT, TH N70-49-00E 130 FT, TH S 200 FT, TH S70-49-00W 130 FT IN N LINE OF HWY TO PL OF BEG, BEING A PART OF W 1/2 OF SW 1/4 SEC. 1 T3S R7E, 0.57 AC.

MASTER EXCLUSIVE LISTING AGREEMENT
Vacant Land For Sale

This Master Exclusive Listing Agreement (this "Agreement") is made as of August 26, 2013, by and between CHARTER TOWNSHIP OF YPSILANTI, a Michigan municipal corporation ("Owner"), and PERRY & CO. LLC., a Michigan Limited Liability Company ("Broker").

1. The "Term" of this Agreement shall be one-year (1) commencing on September 1, 2013 and expire at 11:59 p.m., local time, in Ypsilanti, Michigan on August 31, 2014.
2. Broker represents and warrants that it is a real estate broker licensed in the State of Michigan and further warrants that it will not contract or subcontract directly with another broker licensed in the State of Michigan without prior written approval by Owner to offer for sale the real property or properties owned by Owner and listed on Exhibit A (the "Property") and as amended from time to time by Owner. Property or properties more particularly described on the attached Exhibit A may be added to or taken from based on the sole discretion of Owner. Based on such representations and warranties, Broker is hereby given an exclusive right to market the Property.
3. The sale price for the Property shall be listed on Exhibit A and payable in cash at the time of closing. The sale price and any and all other terms and conditions of sale shall be subject to the determination and approval of Owner and may be rejected by Owner for any or no reason.
4. During the Term of this Agreement, Owner shall promptly refer to Broker any inquiry with respect to the Property made by any broker or prospective buyer.
5. The Broker shall earn a commission equal to Eight percent (8%) of the total purchase price if the Property is sold without the participation of another broker. The Broker shall earn a commission equal to Ten percent (10%) of the total purchase price if the Property is sold on a cooperative basis with a broker other than a broker or agent employed by or affiliated with Broker. If the property is sold with the participation of a cooperative broker, any commission owed to the cooperative broker shall be at no additional cost to the owner and at the sole expense of broker paid out of the commission equal to Ten percent (10%) of the total purchase price if the property. A commission will be paid only when the prospective buyer and owner execute a binding development agreement including, but not limited to improvements to be constructed by buyer on the property and use of the property by buyer and purchase price is received by Owner and if the prospective buyer's offer to purchase the Property was

received by Owner no later than the expiration of the Term of this Agreement and such offer culminated in the sale of the Property to the prospective buyer; provided, however, Owner shall also be obligated to pay a commission to Broker if (a) Owner enters into a purchase agreement during the period ending Three (3) months after the expiration or termination of the Term of this Agreement with any party, (b) such agreement results in the sale of the Property to such party, and (c) Broker has notified Owner in writing prior to the expiration or termination of the Term of this Agreement of the name of such party and the date(s) that Broker showed the Property to such party. Broker shall not be entitled to receipt of a commission with respect to a transfer of Owner's interest in the Property in conjunction with the assignment, sale, merger, consolidation or any other transfer of all or substantially all of the assets and/or business of Owner, or with respect to an award or settlement in an action brought or threatened to take all or any part of the Property through the power of condemnation or eminent domain.

6. Owner shall have the right to terminate this Agreement without liability or compensation to Broker, prior to expiration of the Term, (a) for the purpose of using the Property for its operations or the operations of its affiliates (whether or not an inter-governmental/affiliate lease or sale is involved), (b) if owner and buyer do not execute a binding development agreement, (c) if Owner decides for any reason to take the Property off the market, or (d) upon five (5) days' advance notice in the event Owner is dissatisfied with Broker's performance for any reason; provided, however, the provisions of Paragraph 5 relating to termination of this Agreement shall apply in the event of a termination pursuant to this Paragraph 6(d). If Owner terminates this Agreement for one of the above mentioned reasons (other than pursuant to Paragraph 6(d)), Broker shall be reimbursed for invoiced marketing expenses up to but not exceeding actual out of pocket cash expenses paid).

7. Acting as an exclusionary provision to this Agreement, Owner has previously shown the Property to certain prospective buyers, and should such action by Owner culminate in the sale or lease of the Property to the prospective buyer(s) named below, Owner shall have no liability to pay any brokerage commission to Broker unless the exclusionary period set forth herein has elapsed at the time such sale or lease transaction closes: **[None]**

8. Broker shall defend, indemnify and hold harmless Owner from all claims, suits, judgments, costs of suit and reasonable attorney fees arising out of any claim by another broker or any finder, including any cooperating broker, and specifically including the Michigan-licensed broker referenced in Paragraph 2 above, where it is alleged that Broker agreed to split its commission, otherwise pay a fee or give any other consideration to such other broker or finder by reason of or in connection with the listing of the Property or finding a buyer for the Property.

9. Owner shall have no liability for any costs, expenses or payments to Broker of any kind except for reimbursement of preapproved marketing expenses and payment of a

commission as expressly provided herein, such commission, if any, being the sole and entire compensation of Broker, except as provided in Paragraph 6 above.

10. The Property is for sale to any party without regard to race, creed, color, religion, age, national origin, sex, physical disability, familial status or marital status and Broker and Owner shall not otherwise discriminate against a prospective buyer in violation of the equal opportunity provisions of any applicable federal, state or local law.

11. Owner shall, as reasonably requested, provide copies, to the extent in its possession, of the drawings for the building, engineering studies performed on the Property, a legal description of the Property, and any other documentation with respect to the Property that may be reasonably requested by a prospective buyer of the Property.

12. Owner shall have no liability or obligation to Broker for failure to enter into a sale agreement with a prospective buyer or for failure to close a sale pursuant to any sale agreement.

13. Broker shall use due diligence and exert its best efforts to procure a prospective buyer acceptable to Owner during the Term of this Agreement, and shall at all times act and advise Owner in a manner that is in the best interest of Owner. Broker's efforts shall include the production and distribution of such marketing materials at the expense of Seller as Broker deems advisable and approved by Seller, and the steps outlined in Broker's Marketing Proposal, as well as the following:

(a) Submit the Property to, and work with, other active real estate brokers in an effort to maximize the exposure of the Property in the marketplace; and

(b) Submit to Owner at least once per month a detailed written report with respect to (i) the number and identity of inquiries, (ii) the condition of the Property, (iii) the status of the market, (iv) trends in the area, (v) advertising efforts employed by Broker, and (vi) recommendations.

No flyers, brochures, advertisements, signs or other written descriptions of the Property and/or terms of sale shall be disseminated without Owner's prior written consent as to form and content.

14. In the event that Broker earns or is otherwise given credit for a commission or finder's fee paid by or on behalf of the buyer of the Property, the amount of any such commission or finder's fee shall be deducted from Broker's commission payable by Owner pursuant to this Agreement.

15. All communications and notices arising out of this Agreement shall be in writing and sent via certified mail, return receipt requested, or via overnight courier service, and shall be respectively addressed as follows:

OWNER:

Charter Township of Upsilanti
7200 S. Huron River Dr.
Upsilanti MI 48197

Attention: Brenda L. Stumbo
Supervisor

with a copy to:

Attention: Karen Laisley Poe
Clerk

BROKER:

Perry & Co.
760 Eltham Court
Ann Arbor, MI 48103-9041

Attention: Mark Perry

Either party may change its address for notice purposes by providing at least ten (10) days' prior notice to the other party in accordance with this Paragraph 15.

16. This Agreement is the entire agreement between Owner and Broker with respect to the listing of the Property, canceling and superseding any previous oral or written understandings. This Agreement can be modified only by a writing duly signed on behalf of Owner and Broker.

17. This Agreement shall be interpreted pursuant to the laws of the State of Michigan.

18. As used in this Agreement, the singular shall include the plural and the plural shall include the singular.

19. Broker may show the Property to a prospective buyer during reasonable hours, erect "For Sale" signs on the Property paid by Seller, and remove other "For Sale" signs from the Property, and Broker shall cooperate with other brokers. Owner shall not be obligated to pay any commission except as provided above.

20. This Agreement is for the personal services of Broker and may not be assigned without the prior written consent of Owner. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

21. If there is any litigation or arbitration between Owner and Broker to enforce or interpret any provisions of this Agreement or rights arising hereunder, the unsuccessful party in such litigation or arbitration, as determined by the court sitting without a jury or the arbitrator(s), shall pay to the successful party as determined by the court sitting without a jury or the arbitrator(s), all costs and expenses, including but not limited to reasonable attorney fees, incurred by the successful party, such fees to be determined by the court sitting without a jury or the arbitrator(s).

22. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Exclusive Listing Agreement as of the date first written above.

OWNER:

Charter Twp of Upsilanti

BROKER:

Perry&Co.

By: Brenda L. Stumba

Name: Brenda L. Stumba

Its: Supervisor

By: _____

Name: Mark Perry

Its: President

By: Karen Lovejoy Roe

Name: Karen Lovejoy Roe

Its: Clerk

Exhibit A

Property Description

Property Address	Commencement Date	Termination Date	Sale Price
2590 E. Michigan Avenue Vacant Land 5.55 acres	July 1, 2013	June 30, 2014	\$200,000
Whittaker Road Vacant Land 37.79 acres	July 1, 2013	June 30, 2014	\$5,000,000

November 25, 2013

Ypsilanti Township Recreation
2025 E. Clark Rd.
Ypsilanti, MI 48198

Re: Boathouse Change Order Review

Mr. Art Serafinski,

Attached to this Letter is a revised breakdown from Contracting Resources for Proposed Change Order 1 to the Project. These cost are part of the evolution of the Design/Build process and below is a summary of the changes being incorporated to the Project.

The below summary is broken down into Original Proposal per the bid, Enhancements (requested by EMU), Universal design requirements, and allowances/shifted costs.

Original Proposal - \$320,000.00

This price includes the basic structure and minimal build of the interior space.

Enhancements - \$21,000.00

After review with the Design/Builder the team determined that 3 enhancements will allow the building to have reduced operating costs, better durability and a increased life span: Changing all drywall walls to block (increased durability), adding plywood inside of the boat storage area (for backer and to protect the metal siding), and adding floor drains to the boat storage area(to ensure good drainage protecting users and the facility).

Universal Design - \$60,179.00

As required by the comments received by both the MDNR and Township, modifications were made to meet Universal Design and Code requirements. Including equal changing facilities for both men and women, ADA Accessibility, and access to the facility. These requirements increased the finished area of the building and fall.

Allowances/Shifted Costs - \$23,141.00

Costs include: Allowances for Utilities and Winter Conditions; reimbursables including building permits and insurance; and the shifted cost of building staking for one point responsibility.

Cost review

The Project Team has reviewed the costs in all the above areas and finds them to be in line with industry averages. Furthermore Contracting Resources was able to achieve cost savings in the project electrical when rebidding the above scope. This savings is being passed along to the project.

It is recommended that the above work be included in a Change Order and made part of the contract and the Lake Side Park Improvements Project.

Thank you,



Christopher B. Longerbeam, AC
Project Engineer - Eastern Michigan University



Community Boathouse
Schedule of Values

11/20/2013

Division of Work	Original Proposal	Scope Enhancements	Universal Design Scope Changes	Allowances & Shifted Costs	Current Estimate
Earthwork/Concrete	\$35,000	\$1,000	\$6,500		\$42,500
Masonry	\$28,000	\$15,100	\$3,300		\$46,400
Building Structure and Enclosure	\$85,000	\$8,500	\$10,500		\$104,000
Doors/Frames/Hardware	\$4,500		\$4,500		\$9,000
Overhead Doors	\$2,300		\$0		\$2,300
Carpentry & Drywall	\$18,000	(\$6,100)	\$0		\$11,900
Paints and Epoxy Flooring	\$8,000		\$2,000		\$8,000
Toilet Partitions & Accessories	\$2,000		\$0		\$2,000
Plumbing	\$20,000	\$2,500	\$13,300		\$35,800
HVAC	\$10,000		\$11,900		\$21,900
Electrical	\$30,200		(\$4,500)		\$25,700
Design Services	\$2,000		\$2,500		\$4,500
Project Management Personnel	\$35,000		\$5,000		\$40,000
PLM Bond	\$5,000		\$3,000		\$9,000
OCP Insurance	N/A			\$500	\$500
Building Permit	excluded			\$3,375	\$3,375
Building Layout (staking)	excluded			\$1,000	\$1,000
Winter conditions (allowance)	excluded			\$10,000	\$10,000
DTE/Utility Costs (allowance)	excluded			\$7,500	\$7,500
Reimbursable Expenses & insurance	\$8,000	0.9%	\$711	\$201	\$6,912
D/B Fee 10.6%	\$30,000	2.5%	\$1,468	\$564	\$32,032
Change Order 1	\$104,320	\$21,000	\$60,179	\$23,141	\$424,320
	\$424,320				



AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): Community Boathouse Lakeside Park	CHANGE ORDER NUMBER: 001 DATE: November 20, 2013	OWNER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Contracting Resources, Inc. 403 E. Grand River Brighton, MI 48116	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Earthwork/Concrete:

Per Modification 1 verbal approval, added thickened slab...\$1000

Scope changes per corrected plans additional floor area added...\$6,500

Masonry:

Per Modification 1 verbal approval, block walls added in lieu of stud and drywall...\$15,100

Scope changes per corrected plans more masonry wall and door openings added...\$3,300

Building Structure/Enclosure:

Per Modification 1 verbal approval, wood wall protection and blocking added...\$8,500

Scope changes per corrected plans HVAC platform and additional doors added...\$10,500

Doors/Frames/Hardware:

Scope changes per corrected plans six additional doors added...\$4,500

Carpentry/Drywall:

Credit: per Modification 1 verbal approval, block walls added in lieu of stud and drywall...(\$6,100)

Paints/Epoxy Flooring:

Scope changes per corrected plans added floor area, walls and doors that need to be painted...\$2,000

Plumbing:

Per Modification 1 verbal approval, five floor drains and one hose bib added...\$2,500

Scope changes per corrected plans added six floor drains, one electric water cooler, one on demand water heater...\$13,300

HVAC:

Scope changes per corrected plans additional conditioned space and more exhaust needed...\$11,900

Electrical:

Credit: scope changes per corrected plans additional bidders were able to look at plans...(\$4,500)

Design services per corrected plans...\$2,500

Project Management Personnel added costs to re-bid corrected plans...\$5,000

PLM Bond per corrected plans added costs...\$3,000

OCP Insurance per corrected plans added costs...\$500

Building Permit excluded from bid proposal...\$3,375

Building Layout (staking) excluded from bid proposal...\$1,000

Winter conditions (allowance) excluded from bid proposal...\$10,000

DTE/Utility Costs (allowance) excluded from bid proposal...\$7,500

Reimbursable expenses/insurance (0.90%)...\$912

Design/builder fee (2.50%)...\$2,033

The original Contract Sum was	\$ 320,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 320,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 104,320.00
The new Contract Sum including this Change Order will be	\$ 424,320.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Eastern Michigan University
ARCHITECT (Firm name)
875 Ann St., #103, Ypsilanti, MI
ADDRESS

BY (Signature)
CHRISTOPHER LONGOBARDI
(Typed name)
11-21-13
DATE

Contracting Resources, Inc.
CONTRACTOR (Firm name)
403 E. Grand River, Brighton, MI
ADDRESS

BY (Signature)
Jim Barnas
(Typed name)
11/19/13
DATE

Charter Township of Ypsilanti
OWNER (Firm name)
c/o Eastern Michigan University
ADDRESS

BY (Signature)

(Typed name)

DATE

CHARTER TOWNSHIP OF YPSILANTI

To: Karen Lovejoy Roe, Clerk

From: Mike Radzik
Office of Community Standards

Re: Request to authorize legal action, if necessary, to abate the public nuisance located at **1431 Andrea St** and to hold **Harbour Portfolio VI LP** and its associated companies responsible for compliance with the Rental Housing Certification ordinance throughout Ypsilanti Township; action budgeted in General Fund account 101-950.000-801.023

Date: December 5, 2013

Copy To: Board of Trustees
Doug Winters, Township Attorney

The Office of Community Standards has conducted a public nuisance investigation at the following location and seeks authorization to initiate legal action to abate the nuisance that currently exists at:

1431 Andrea St

This single family home in the Sugarbrook neighborhood sustained major fire damage on October 7, 2013 that resulted in the house being vacated and boarded up. As depicted in the enclosed photographs, there remains extensive blight on the exterior of the property to the detriment of the neighborhood and its residents. Despite efforts to contact the property owner, Harbour Portfolio VI LP, nothing has been done to either repair or demolish the house in the past two months since the fire occurred.

Our investigation has determined that the occupant of the house was under the belief that she had purchased the house and had a mortgage from Harbour Portfolio VI LP and that the property was insured. To the contrary, it has been determined that Harbour Portfolio VI LP owns the property under a questionable and unrecorded financial agreement. Regardless, there is no insurance coverage and no responsibility demonstrated by the property owner to abate the public nuisance.

Harbour Portfolio VI LP and Harbour Portfolio VII LP

During the course of the investigation into 1431 Andrea, the Office of Community Standards and legal counsel have determined that two associated companies based in South Carolina and Texas known as Harbour Portfolio VI LP and Harbour Portfolio VII LP are the owners of at least nine single family homes in Ypsilanti Township. All of the homes appear to have been purchased from the Federal National Mortgage Association, commonly known as Fannie Mae,

after foreclosures by other various banks. It appears that the Harbour Portfolio companies purchased the properties in bulk for several hundred dollars each and then entered into highly questionable financial agreements with vulnerable people for tens of thousands of dollars each. Similar to the circumstances at 1431 Andrea St., many of the occupants of these homes have stated they were under the belief that they had purchased the homes and had a mortgage with the Harbour Portfolio companies. In reality, the “mortgage” documents appear to be potentially fraudulent financial agreements and the properties are all subject to enforcement under the Township’s Rental Housing Certification program. None of the properties in question are registered as rental properties and the Harbour Portfolio companies have not responded to correspondence sent by legal counsel.

The Office of Community Standards and legal counsel will be reporting this predatory financial practice to the state attorney general for further investigation. This practice not only harms the individual victims but also the community at large when a house is destroyed by fire and there is no insurance or resources in the aftermath to abate the public nuisance.

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



CHARTER TOWNSHIP OF YPSILANTI

2013 BUDGET AMENDMENT #17

December 9, 2013

101 - GENERAL OPERATIONS FUND **Total Increase** \$76,783.00

Increase court due process legal services for prosecution and domestic violence budget due to shortage. This is funded by an Appropriation of Prior Year Fund Balance. Note that only the amount needed to cover the shortage will be funded.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$24,313.00
			<u>Net Revenues</u> <u>\$24,313.00</u>
Expenditures:	Legal Services- Prosecution	101-137-000-801.014	\$13,643.00
	Legal Services- Domestic violence	101-137-000-801.020	\$10,670.00
			<u>Net Expenditures</u> <u>\$24,313.00</u>

Increase employer retirement MERS pension budget due to shortage. This is funded by an Appropriation of Prior Year Fund Balance. Note that only the amount needed to cover the shortage will be funded.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$4,700.00
			<u>Net Revenues</u> <u>\$4,700.00</u>
Expenditures:	MERS retirement	101-171-000-876.000	\$2,300.00
	MERS retirement	101-253-000-876.000	\$2,400.00
			<u>Net Expenditures</u> <u>\$4,700.00</u>

Increase Salaries and PTO payout budget due to shortage. The shortage in the resident Service department #774 was due to a full time person on leave and 1 person short. This is funded by an increase in revenue line for workers comp insurance and an Appropriation of Prior Year Fund Balance. Note that only the amount needed to cover the shortage will be funded.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$33,749.20
	Other Income - Miscellaneous	101-000-000-694.001	\$14,020.80
			<u>Net Revenues</u> <u>\$47,770.00</u>
Expenditures:	Salaries-PTO Pay outs	101-253-000-708.004	\$1,270.00
	Salary - Permanent	101-774-000-706.000	\$16,000.00
	Salary - Temporary/Seasonal	101-774-000-707.000	\$19,500.00
	Salary - Temp Ford Lake park	101-774-000-707.775	\$11,000.00
			<u>Net Expenditures</u> <u>\$47,770.00</u>

212 - BIKE, SIDEWALK, RECREATION, ROAD AND GENERAL OPERATIONS FUND (BSR II) **Total Increase** \$50,000.00

The golf course will need additional funds transferred in from the BSR II Fund in order not to close the year in a negative profit/loss margin. The amount requested transferred from BSR II is not to exceed \$50,000 and note that only the amount needed will be transferred.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$50,000.00
			<u>Net Revenues</u> <u>\$50,000.00</u>
Expenditures:	Transfer to Golf Course	212-212.000.969.584	\$50,000.00
			<u>Net Expenditures</u> <u>\$50,000.00</u>

226 - ENVIRONMENTAL SERVICES FUND **Total Increase** \$84,467.00

Increase Contractual / Rubbish Pickup budget due to the increase in fuel and double the limits fee. This is funded by an Appropriation of Prior Year Fund Balance. Note that only the amount needed to cover the shortage will be funded.

Revenues:	Prior Year Fund Balance	226.000.000.699.000	\$84,467.00
			<u>Net Revenues</u> <u>\$84,467.00</u>
Expenditures:	Contractual /Rubbish Pickup	226.226.000.804.001	\$47,467.00
	Twp. Compost Processing	226.226.000.804.004	\$37,000.00
			<u>Net Expenditures</u> <u>\$84,467.00</u>

CHARTER TOWNSHIP OF YPSILANTI 2013 BUDGET AMENDMENT #17

December 9, 2013

249 - BUILDING DEPARTMENT FUND

Total Increase \$83,400.00

Increase Building Inspector, Contractual services, Legal fee, and Postage line items for budget shortages. The building inspector and contractual services budget shortage was due to the leave of full time employee. New line item for legal service fees. This is funded by the increase in revenue for building permits.

Revenues:	Prior Year Fund Balance	249,000,000.476.479	<u>\$83,400.00</u>
			<u>Net Revenues</u> <u>\$83,400.00</u>
Expenditures:	Building Inspector	249,249,000-706.004	\$2,000.00
	Postage	249,249,000-730.000	\$1,400.00
	Contractual services	249,249,000.818.000	\$30,000.00
	CHG FOR SVCS - Legal	249,249,000.801.025	<u>\$50,000.00</u>
			<u>Net Expenditures</u> <u>\$83,400.00</u>

584 - GOLF COURSE FUND

Total Increase \$50,000.00

The golf course will need additional funds transferred in from the BSR II Fund in order not to close the year in a negative profit/loss margin. The amount requested transferred from BSR II is not to exceed \$50,000 and note that only the amount needed will be transferred.

Revenues:	Prior Year Fund Balance	584,000,000.697.212	<u>\$50,000.00</u>
			<u>Net Revenues</u> <u>\$50,000.00</u>

590 - COMPOST FUND

Total Increase \$27,000.00

Increase equipment maintenance to repair our big loader by Southeastern Equipment not to exceed \$27,000. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	590,000,000.699.000	<u>\$27,000.00</u>
			<u>Net Revenues</u> <u>\$27,000.00</u>
Expenditures:	Equipment Maintenance	590-590-000.933.000	<u>\$27,000.00</u>
			<u>Net Expenditures</u> <u>\$27,000.00</u>

893 - NUISANCE ABATEMENT FUND

Total Increase \$0.00

Decrease revenue line item for noxious weed revenue - tax reimbursement - original budget at \$65,000 and the actual came in at \$32,539. There are funds budgeted in the expenditure line but because the revenue was lower than expected we will need a budget amendment to pull the difference from the prior year fund balance. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	893,000,000.699.000	\$7,000.00
		893,000,000.672.003	<u>(\$7,000.00)</u>
			<u>Net Revenues</u> <u>\$0.00</u>

Motion to Amend the 2013 Budget (#17) rev1:

Move to increase the General Fund budget by \$76,783 to \$10,228,200 and approve the department line item changes as outlined.

Move to increase the BSR II Bike, Sidewalk, Road and General Operations Fund budget by \$50,000 to \$3,683,952 and approve the department line item changes as outlined.

Move to increase the Environmental Services Fund budget by \$84,467 to \$2,738,505 and approve the department line item changes as outlined.

Move to increase the Building Department Fund budget by \$83,400 to \$377,731 and approve the department line item changes as outlined.

Move to increase the Golf Course Fund budget by \$50,000 to \$805,272 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by \$27,000 to \$407,425 and approve the department line item changes as outlined.

Move to add appropriation of prior year fund balance line item with reclassification of revenues with \$0 net change in the Nuisance Abatement Fund budget and approve the department line item changes as outlined.

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



Recreation Department/
Community Center

2025 East Clark Road
Ypsilanti, MI 48198
Phone: (734) 544-3807
Fax: (734) 544-3888
50 & Beyond: (734) 544-3838
www.ytown.org

Charter Township of Ypsilanti

TO: Ypsilanti Township Board of Trustees

FROM: Art Serafinski, CPRP, Recreation Director

DATE: November 21, 2013

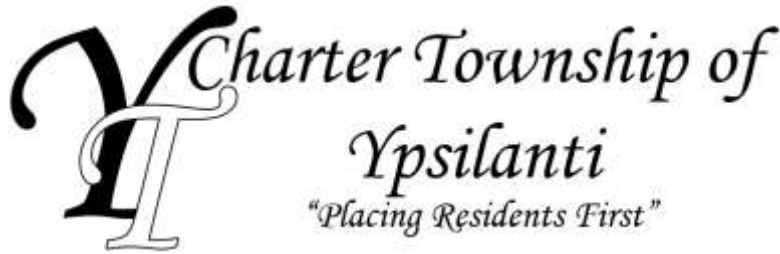
RE: **Board Agenda Item: Set a public hearing date of January 21, 2014 for the review/approval of the Parks & Recreation Master Plan update**

As you are aware, we are in the process of updating the Township's parks and recreation master plan. Most of the work has been completed and we are ready to hold the required public hearing as part of the approval process.

We respectfully ask that this item be placed on the December 9, 2013 board agenda for consideration. If approved, we will work with the Clerk's office to publish the legal notices and draft the resolution. I will be in attendance at the December 9, 2013 work session and board meeting to answer questions.

OTHER BUSINESS

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, Residential Services Director
DATE: December 2, 2013
RE: Board Approval for printing 2014 Helpful Handbook/Magnet

Please see the bids we received for the printing of our 2014 Helpful Handbook.

Allegra Printing, Inc.--\$16,995.00 *
Allows for a 5% overage or underage.

Office Max--\$17,278.92

Office Depot-- \$23,153.00

We would like to recommend and ask your approval to award this to Office Max in the amount of \$17,278.92. This bid is only \$284 more than Allegra Printing however, I recommend that we not use Allegra as their price included a 5% over/underage. This means they don't have to print all of what our order is, and to receive up to 725 fewer pieces than we need is just not acceptable.

Furthermore, we ask to authorize the mailing of this piece at an estimated cost of \$6,200.

These are budgeted and would be charged as follows to the 2014 budgeted line items.

226.226.000.900.000--\$8,639.46
212.212.000.900.000--\$8,639.46

226.226.000.730.000-\$3,100- Postage
212.212.000.730.000-\$3,100- Postage