

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE FEBRUARY 17, 2015 REGULAR MEETING**

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

**Members Absent:** Trustee Jean Hall Currie

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC COMMENTS**

Jo Ann McCollum, Township Resident wanted to know the status of the snow removal ordinance. Trustee Eldridge stated the ordinance was finished but there were a variety of concerns and it was under review. Ms. McCollum reported there were several committees in the West Willow Neighborhood and she served on one, which reported on drug activity. She voiced concern regarding rental units in the neighborhood and asked what the proper procedure would be when reporting drug activity. Supervisor Stumbo briefly described the Padlock Ordinance and stated the police would inform the Township if any actions were taken against a property. Ms. McCollum asked if there was any way to get a list of landlords so they could be informed about the West Willow neighborhood committees in order to build a stronger community base in the West Willow Neighborhood. Supervisor Stumbo informed her Habitat for Humanity had a list of all rental properties in West Willow.

Supervisor Stumbo thanked Ms. McCollum for her comments and stated that she had sent an email to the City of Ypsilanti regarding her comments at the last meeting regarding the Ecorse Road property and the City was planning on taking them to court.

Arloa Kaiser, Township Resident stated she was against having a snow removal ordinance. She also voiced displeasure with the ReImagine Washtenaw project bike lanes. Ms. Kaiser inquired if Attorney Winters had contacted the Attorney General about DTE rate increase for the LED lighting.

Attorney Winters reported he had written a detailed letter to the attorney in charge of the Michigan Coalition but he had not received a response to date. He stated he did plan on following up with a letter to the Attorney General.

Larry Smith, Township Resident voiced his concern that West Willow was predominantly rental properties and an appalling number of those were involved in drug activity. He and a friend counted over sixty cars at one location and had taken down license plate numbers but when people noticed what they were doing, they were approached by a large group of people, one of which had a handgun. He stated they left the scene at that point and reported the situation to the police. He also reported speeding in the neighborhood as well as loud boom boxes. Discussion followed regarding the process for acquiring speed bumps and the effectiveness of the Padlock Ordinance.

Ronald Kimbrough, Township Resident and retired drug agent reported he had witnessed at least 20 cars in the Desoto area on Monday evening. Mr. Kimbrough concurred that the police could not always divulge all details but were actively involved in the situation.

**CHARTER TOWNSHIP OF YPSILANTI  
FEBRUARY 17, 2015 REGULAR MEETING MINUTES  
PAGE 2**

**CONSENT AGENDA**

**A. MINUTES OF THE JANUARY 20, 2015 WORK SESSION AND FEBRUARY 3, 2015 WORK SESSION AND REGULAR MINUTES**

**B. STATEMENTS AND CHECKS**

- 1. STATEMENT AND CHECKS**
- 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JANUARY, IN THE AMOUNT OF \$41,136.74**

**C. JANUARY 2015 TREASURER REPORT**

**A motion by Treasurer Doe, supported by Clerk Lovejoy Roe to approve the Regular Meeting Minutes of January 20, 2015 and Statements and Checks in the Consent Agenda. The motion carried unanimously.**

**SUPERVISOR REPORT**

2/4/15

Phone interview with Phire Group associated with the Ypsilanti Visitor and Convention Bureau. They are interviewing stake holders for branding of our community.

Attended retirement celebration for Fire Marshal Vic Chevrette with Clerk Roe and Deputy Clerk Garrett.

2/5/15

Attended weekly development team meeting with three full time officials.

Attended training for new computer tablets.

Attended Bud/Blossom NHW meeting, they would like cost estimates for two cameras.

2/9/15

Attended weekly police meeting with Larry Doe.

2/10/15

Met with Karen Wallin and Chief Copeland regarding Fire Department personnel issues.

Met with MDEQ regarding storm water plan for RACER Trust.

Attended meeting regarding vacant house search warrant process with Mike Radzik, Bill Elling and Jill Kulhanek.

Attended Appleridge NHW meeting, they would like two cameras and LED lighting is only at one light and they would like it throughout their subdivision.

Attended Holmes Road NHW meeting, they would like estimate on cameras

2/11/15

Attended Ranches of Rosebrook NHW meeting, Spike and I are trying to set up a meeting with their owner regarding investments in his property. They requested traffic calming devices.

Attended Wingate NHW meeting.

**CHARTER TOWNSHIP OF YPSILANTI  
FEBRUARY 17, 2015 REGULAR MEETING MINUTES  
PAGE 3**

Attended Thurston NHW meeting, concern for vacant houses, crossing railroad tracks to get to Michigan Avenue and drug activity. Sheriff was scheduled to attend and wasn't able to make it to this meeting.

2/12/15

Attended weekly development team meeting. 2/13/15 Met with Chief Copeland and Karen Wallin regarding Fire Department personnel issues.

Met with Sergeant Teets regarding issues that were raised at NHW.

Karen Roe and I met with AAATA regarding 2016 routes in NE Ypsilanti Township.

2/16/15

Township closed, attended Eastern Safety Alliance meeting with State Representative Dave Rutledge, Sheriff Clayton, EMU officials and City of Ypsilanti police chief and elected officials.

2/17/15

Attended ReImagine meeting at Pittsfield Township with Mayors of Ann Arbor and Ypsilanti as well as Supervisor of Pittsfield, AAATA representatives and Community of Economic Development. Request was for sidewalk clearing in business district, all three entities have them Ypsilanti Township is only jurisdiction that does not.

**CLERK REPORT**

CLERKS FILE ORGANIZATION AND SCANNING OF MINUTES -Clerk Lovejoy Roe and Ruby Walker, Document Management Clerk continue to work on records management and filing. Board meeting minutes from 1896 to 1989 have been scanned by Graphic Sciences and are now available on the shared server for easy access. The Board meeting minutes from 1990 to current have been sent out for scanning also. The Clerk and other staff have met with a software company to gather information regarding workflow and document management software to purchase for Ypsilanti Township.

TUESDAY, MAY 5, 2015 STATEWIDE BALLOT PROPOSAL ELECTION- Angela Robinson, Elections Specialist is taking the lead in election preparation for the Clerk's office. Clerk's staff is busy updating the files in preparation for the May election. Election workers are being canvassed and schedule for training and election work. The board meeting for May 5, 2015 was canceled and the Clerk's budget was adjusted for the election. The state will pay for the special election on the statewide ballot proposal in May.

2015 DTE LED STREETLIGHT CONVERSION PROJECT- At the February 17, 2015 Ypsilanti Township Board meeting a request to convert 213 either high pressure sodium or mercury vapor street lights to LED is on the agenda. If this request is approved it will result in a cost saving in the operation of these 213 lights of \$11,839.00 per year. This DTE Streetlight LED conversion project will be the third conversion project that has taken place in Ypsilanti Township. A project has been completed in each of the last three years. The project will cost \$96,066.00 with a DTE contribution of \$1,904.00 and a rebate of \$7,943.00 for a final cost to Ypsilanti Township of \$86,219.00. The net cost/annual savings of this project is 7.28 years.

RE-IMAGINE WASHTENAW JOINT TECHNICAL COMMITTEE MEETING- On Wednesday, February 11, 2015 Clerk Lovejoy Roe attended the Re-Imagine Washtenaw JTC met at the Learning Resource Center on Washtenaw Ave. A presentation was made on the results of the Arts Alliance survey. A review and update of the 2 year work plan for the JTC was presented and discussed. A report from planners was given.

CDBG SIDEWALK DESIGN KICK OFF MEETING-Clerk Lovejoy Roe, Jeff Allen, Residential Services Director, OHM Engineers and Nathan Vought and Stephen Wade with the Washtenaw County Office of Economic and Community Development attended a meeting at the Civic Center on Wednesday, February 11, 2015 to formulate a plan for the design and bid of the Washtenaw Ave. CDBG 2014 project for sidewalk infill. Plans were made to finalize design and to bid and build the project this build season. It will include sections of sidewalk on the north side of Washtenaw Ave. east of Golf Side to the Fountain Plaza Shopping Center.

## **NEW BUSINESS**

### **1. BUDGET AMENDMENT #3**

Clerk Lovejoy Roe read Budget Amendment #3 into the record and provided a brief explanation.

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #3 (see attached). The motion carried unanimously.**

### **2. REQUEST AUTHORIZATION TO APPROVE BOATHOUSE DEVELOPMENT AND LEASE AGREEMENT WITH EASTERN MICHIGAN UNIVERSITY FOR BOATHOUSE LOCATED AT LAKESIDE PARK**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve Boathouse Development and Lease Agreement with Eastern Michigan University for Boathouse Located at Lakeside Park (see attached).**

Supervisor Stumbo stated this was a Use Agreement for the Boathouse located at Lakeside Park on Textile Road, which was nearing completion. She stated this had been a collaborative effort with the Washtenaw County Parks Commission, the State of Michigan with a \$560,000 Grant, Eastern Michigan University, Ypsilanti Township, the Washtenaw County Border to Border Trails grant, along with the Saline Rowing Club. Supervisor Stumbo reported the EMU rowing team provides the ability for young women to obtain college scholarships. She provided a brief overview of the amenities offered at the Boathouse.

**The motion carried unanimously.**

### **3. 1<sup>st</sup> READING OF RESOLUTION NO. 2015-2, PROPOSED ORDINANCE NO. 2015-443, AMENDING THE CODE OF ORDINANCES, CHAPTER 66 ENTITLED VEGETATION**

Clerk Lovejoy Roe read the proposed Resolution into the record.

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 1<sup>st</sup> Reading of Resolution No. 2015-2, Proposed Ordinance No. 2015-443, Amending the Code of Ordinances, Chapter 66 entitled Vegetation.**

**CHARTER TOWNSHIP OF YPSILANTI  
FEBRUARY 17, 2015 REGULAR MEETING MINUTES  
PAGE 5**

Mike Radzik, OCS Director provided a brief overview of the process used to calculate administrative costs to arrive at the proposed fee of \$35.00 on top of the actual mowing fee.

**The motion carried as follows:**

**Eldridge: Yes            Scott Martin: Yes            Stumbo: Yes  
Clerk Lovejoy Roe: Yes    Treasurer Doe: Yes        Mike Martin: Yes**

**4. RESOLUTION NO. 2015-3, VEGETATION ENFORCEMENT  
ADMINISTRATIVE FEE**

Clerk Lovejoy Roe and Trustee Mike Martin stated the fee should be higher to discourage people from saying it was cheaper to have the Township mow the grass and pay the fee rather than cutting it themselves.

Trustee Scott Martin voiced his agreement that the fee needed to be higher.

Mike Radzik stated he could revisit the cost and bring it back for the next meeting.

**A motion was made by Trustee Mike Martin, supported by Clerk Lovejoy Roe to table Resolution No. 2015-3, Vegetation Enforcement Administrative Fee.**

**The motion carried as follows:**

**Eldridge: Yes            Scott Martin: Yes            Stumbo: Yes  
Clerk Lovejoy Roe: Yes    Treasurer Doe: Yes        Mike Martin: Yes**

Supervisor Stumbo stated this agenda item was tabled until the next regularly scheduled meeting.

**5. REQUEST TO CONSIDER MAJESTIC LAKES PD STAGE 1 AMENDED  
PRELIMINARY SITE PLAN**

**A motion was made by Doe, supported by Clerk Lovejoy Roe to approve request to consider Majestic Lakes PD Stage 1 Amended Preliminary Site Plan.**

**Clerk Lovejoy Roe added a friendly amendment that approval of this item include all the requirements outlined in the Planning Commission's approval as included in the February 12, 2015 letter from Joe Lawson, Planning and Zoning Director which include: installation of cameras, the Special Assessment District for the cameras, some type of fencing that all parties agree upon, separating the residents on Joyce Lake from the apartments, continuation of connectivity of the non-motorized paths, additionally a legal prohibition of the renting of single family units in the project, also a legal prohibition of the use of funds to subsidize the apartment rents, and the Planned Development Agreement currently in force stay in force until at such time a new Development Agreement or Revised Development Agreement (per attorney) is brought back to the Township Board for approval. Clerk Lovejoy Roe added everything else that was in Joe Lawson's recommendation letter dated February 12, 2015 (page 3) was a condition of approval. Treasure Doe agreed this was a friendly amendment.**

Attorney Winters stated he would add that individual builders within the Development would be required to enter into a Development Agreement as well as the Developer himself.

**CHARTER TOWNSHIP OF YPSILANTI  
FEBRUARY 17, 2015 REGULAR MEETING MINUTES  
PAGE 6**

Supervisor Stumbo voiced her concern regarding the number of issues that were raised and some that had not yet been addressed. She asked Manny Kniahynycky, Vice President of S. R. Jacobson Development Corporation if his attorney was present.

Manny Kniahynycky stated his attorney was not present but commented many of those things mentioned in the friendly amendment were already in the current Development Agreement and they were not proposing to change any of those things with this proposed Amendment. He reported they had spent the allotted amount and additional funds on playground equipment so the recreational amount required in the PD Agreement #1 was already fulfilled.

Supervisor Stumbo stated she supported the changes that were made this evening but there were several details that needed to be taken care of and asked Mr. Kniahynycky for two weeks to be able to properly implement the changes.

Mr. Manny Kniahynycky voiced concern that if there were any further delays the Redwood project would not be able to be completed this year and felt all the issues that had been raised had to be addressed in Stage II approval anyway.

Supervisor Stumbo asked if Mr. Kniahynycky minded if the motion included, "other things that had not been addressed tonight" and he stated it was up to Supervisor Stumbo. She said the Board had spent a lot of time discussing these changes and hoped it showed Mr. Kniahynycky how much the restart of the development was appreciated.

Attorney Winters voiced his doubt that the recreational portion of the PD Agreement Stage I obligation had been fulfilled. Joe Lawson, Planning Director stated he would have to check on that.

Mr. Kniahynycky stated he fully expected things to come up that were not discussed.

Trustee Mike Martin stated this particular Board would only exist for a finite period of time and he shared that he felt it was the board's job to be a gatekeeper for the community and ensure, to the best of its ability, that this proposed community improved the quality of life for a long period of time. He voiced his reluctance to approve the project at this juncture, since all the questions had not been satisfactorily answered.

Trustee Eldridge felt this item should be tabled for two weeks due to the number of changes that had been discussed and not reconciled this evening, which added to the apprehension of the Board, Mr. Lawson and Attorney Winters.

Clerk Lovejoy Roe stated the preliminary site plan was a conceptual plan and detailed engineering must be presented in PD Stage II for the rezoning, at which time Attorney Winters and Joe Lawson would make sure all of the questions raised would be addressed before the board would approve PD Stage II. She expressed she was comfortable in approving the conceptual plan. She voiced her agreement that the apartment phase of the development must meet the requirements regarding subsidized housing. She added there should also be protections so that single family homes did not become rentals.

Joe Lawson stated his appreciation to everyone for their conversation this evening since it would help in the task before him. He reported the way the current plan was set up, since it was originally approved in 2002, there was nothing that prohibited them from building the villas and the duplexes and then turning them into individual rentals. He stated this was a perfect opportunity for the Township to take what had been learned over the past fifteen years and implement a plan that protected our community. He agreed the details were there to work out and if that did not happen, Stage II would not be approved and the project would not move forward.

**CHARTER TOWNSHIP OF YPSILANTI  
FEBRUARY 17, 2015 REGULAR MEETING MINUTES  
PAGE 7**

Trustee Eldridge supported the project in the long run but in his opinion due diligence could not be done with so many questions and too many things not settled. He restated the Planning Commission had been much the same.

Trustee Mike Martin voiced his respect for Joe Lawson but could not accept this amendment as being the "lesser of two evils".

Joe Lawson stated that was a poor choice of words that the amendment was superior to the original development plan, especially in light of all that had been learned over the last few years.

**The motion failed as follows:**

<b>Mike Martin:</b>	<b>No</b>	<b>Treasurer Doe:</b>	<b>Yes</b>	<b>Clerk Lovejoy Roe:</b>	<b>Yes</b>
<b>Stumbo:</b>	<b>Yes</b>	<b>Scott Martin:</b>	<b>No</b>	<b>Eldridge:</b>	<b>No</b>

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to bring the request to consider Majestic Lakes PD Stage I Amended Preliminary Site Plan back to the Board for the March 3, 2015 meeting. The motion carried unanimously.**

- 6. REQUEST OF MARK NELSON, MAGISTRATE 14-B DISTRICT COURT, TO APPROVE PRIVATE DONATION FROM THE UNIVERSITY OF MICHIGAN IN THE AMOUNT OF \$14,920.00 TO BE UTILIZED FOR THE ADVANCEMENT OF THE DRUG COURT DOCKET TO BE BUDGETED IN LINE ITEM 236.136.000.802.200**

**A motion was made by Trustee Eldridge, supported by Clerk Lovejoy Roe to approve a private donation from the University of Michigan in the amount of \$14,920.00 to be utilized for the advancement of the Drug Court Docket to be budgeted in line item #236.136.000.802.200.**

Trustee Scott Martin asked if this had been previously approved and Magistrate Nelson stated this was related to a previous grant request. He provided a brief overview of things it included.

Supervisor Stumbo asked for statistics regarding the Drug Court and Magistrate Nelson stated no one had been completely through the program at this point, but there were between 6 to 9 defendants participating in the two-year process at this time. He reported this was a training grant and the Court was working to develop a fully planned Drug Court to present for a new grant cycle next year.

**The motion carried unanimously.**

- 7. REQUEST OF MICHAEL SARANEN, HYDRO DAM OPERATIONS, TO APPROVE PROFESSIONAL SERVICES CONTRACT WITH BARR ENGINEERING CO. FOR 2015 FERC PART 12D SAFETY INSPECTION OF FORD LAKE DAM IN THE AMOUNT OF \$24,850.00 BUDGETED IN LINE ITEM #252.252.000.801.000**

**A motion was made by Trustee Scott Martin, supported by Trustee Eldridge to approve Professional Services Contract with Barr Engineering Co. for 2015 FERC Part 12D Safety Inspection of Ford Lake Dam in the amount of \$24,850.00 budgeted in line item #252.252.000.801.000. The motion carried unanimously.**

- 8. REQUEST OF MICHAEL SARANEN HYDRO DAM OPERATIONS, TO WAIVE FINANCIAL POLICY AND AUTHORIZE REPAIRS OF GENERATOR #1 TURBINE FOR A TOTAL OF \$374,102.00 AND APPROVE CONTRACTS WITH 1) JAMES LUFFEL COMPANY NOT TO EXCEED \$62,600.00 2) PADNOS LEITELT NOT TO EXCEED**

**\$190,115.00, 3) COMPOSITE INDUSTRIAL GROUP NOT TO EXCEED \$28,587.00 AND TO APPROVE SAFETY SERVICES WITH HYDRO CHEM ON A TIME AND MATERIAL BASIS FOR \$44,000.00, AND A 15% CONTINGENCY OF \$48,800.00 TO ADDRESS ANY ADDITIONAL MATTERS FOUND DURING REPAIR TO BE BUDGETED IN LINE ITEM #252.252.000.976.000**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to waive financial policy and authorize repairs of Generator #1 Turbine for a total of \$374,102.00 and approve contracts with 1) James Luffel Company not to exceed \$62,600.00 2) Padnos Leitelt not to exceed \$190,1215.00, 3) Composite Industrial Group not to exceed \$28,587.00 and to approve Safety Services with Hydro Chem on a time and material basis for \$44,000.00 and a 15% Contingency of \$48,800.00 to address any additional matters found during repair to be budgeted in line item #252.252.000.876.000, with any contingencies brought back to the Board.**

Michael Saranen, Hydro Dam Operations stated he had started working with Padnos Leitelt over a decade ago and it had been the best work he had seen, so he was requesting continuing that partnership. He reported they were very knowledgeable and stand behind their work.

Mr. Saranen reported the turbine runner, which had been repaired 20 years ago, needed replacement. He stated since the part was over 82 years old, and replacement rather than a repair would shorten the project considerably.

Supervisor Stumbo stated this was a Michigan based company. Mr. Saranen agreed and reported that was part of the reason they were chosen for the job the first time, even though they were a little more expensive. He reported now we had a good work history with them. He stated the James Luffel Company was the original turbine maker from the 1930's and they already had the drawings and could begin building right away.

Mr. Saranen said he had not approached the Park Commission yet, but was considering taking the old runner and putting it in South Hydro Park with a plaque commemorating its role in Township history. Supervisor Stumbo and Clerk Lovejoy indicated they were pleased with that idea.

Trustee Scott Martin asked if Mr. Saranen anticipated more repairs. Mr. Saranen voiced confidence that things should begin to pay off from these repairs. He stated there would always be some type of repairs because of FERC regulations. He reported the funding was coming from the Hydro Dam fund balance, which was sustainable.

Trustee Mike Martin stated this repair was not an emergency but rather a proactive move to which Mr. Saranen agreed. Mr. Martin then asked what his rationale had been for asking for the financial policy to be waived. Mr. Saranen explained it did not make sense to go through the bidding process again since James Luffel Company was the only competitor and his choice was to go with Padnos Leitelt for the reasons previously stated.

**The motion carried unanimously.**

- 9. REQUEST OF ERIC COPELAND, FIRE CHIEF TO APPROVE AGREEMENT WITH WEST SHORE SERVICES INC. FOR ANNUAL MAINTENANCE AND INSPECTION OF TWELVE (12) OUTDOOR WARNING EQUIPMENT SITES IN THE AMOUNT OF \$4,800.00, BUDGETED IN LINE ITEM #206.206.000.933.001**



**CHARTER TOWNSHIP OF YPSILANTI  
FEBRUARY 17, 2015 REGULAR MEETING MINUTES  
PAGE 9**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve agreement with West Shore Services Inc. for annual maintenance and inspection of twelve (12) Outdoor Warning Equipment Sites in the amount of \$4,800.00 budgeted in line item #206.206.000.933.001 (see attached).**

Chief Copeland provided a brief overview of the agreement.

**The motion carried unanimously.**

**10. REQUEST OF KAREN WALLIN, HUMAN RESOURCES TO APPROVE DAWN SCHEITZ, MICHIGAN ADVANCED ASSESSING OFFICER (MAAO), ASSESSING DEPARTMENT, AS THE TOWNSHIP GIS SPECIALIST WITH A PAY INCREASE OF \$1.00 PER HOUR**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve Dawn Scheitz, Michigan Advanced Assessing Officer (MAAO), Assessing Department, as the Township GIS Specialist with a pay increase of \$1.00 per hour.**

Supervisor Stumbo stated a detailed memo was included in the packet. She explained the Township did not have a GIS Specialist, at the present time, because no one was certified, until now. Supervisor Stumbo stated half of the increase would be covered by the OCS Department and half by the Assessing Department and the Union was in agreement.

**The motion carried unanimously.**

**11. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 2733 APPLERIDGE, 1402 WENDELL, 1014 LORI ST. , 1725 HEATHERRIDGE, 5859 BIG PINE DR., 1334 FALL RIVER, 1288 WOODGLEN, 574 BROOKSIDE AND 2578 HEARTHSTONE IN THE AMOUNT OF \$45,000.00 BUDGETED IN LINE ITEM #101.950.000.801.23**

**A motion was made by Trustee Eldridge, supported by Trustee Scott Martin to authorize seeking legal action if necessary to abate public nuisance for properties located at 2733 Appleridge, 1402 Wendell, 1014 Lori St., 1725 Heatherridge, 5859 Big Pine Dr., 1334 Fall River, 1288 Woodglen, 574 Brookside and 2578 Hearthstone in the amount of \$45,000.00 budgeted in line item #101.950.000.801.023.**

Mike Radzik, OCS Director provided a brief overview of each vacant and abandoned house. He stated some were bank owned and many had been inspected using the Administrative Search Warrant and two had been damaged by fire last year and the owners had not repaired or demolished them.

Mr. Radzik reported the State of Michigan had passed new legislation regarding Fire Withholding Funds, effective January 1, 2015. He said the threshold dollar amount had gone up to \$12,000 to be adjusted January 1, every year going forward. He stated that amount should be more than enough to cover any demolition expenses.

Clerk Lovejoy Roe reported on a successful rebuild after a fire on Delaware in which the OCS Department had been instrumental in supporting this investment in the Township.

**The motion carried unanimously.**

12. **REQUEST FOR AUTHORIZATION TO SIGN PURCHASE AGREEMENT WITH DTE FOR CONVERTING THIRTY-FOUR (34) 400 WATT MERCURY VAPOR COBRA HEADS TO 135 WATT LED, THIRTY-EIGHT (38) 250 WATT HIGH PRESSURE SODIUM COBRA HEADS TO 135 WATT LED AND ONE HUNDRED FORTY-ONE (141) 100 WATT HIGH PRESSURE SODIUM GRANVILLE POST TOPS TO 80 WATT GRANVILLE POST TOP LED FOR A TOTAL TWO HUNDRED THIRTEEN (213) STREET LIGHTS IN THE AMOUNT OF \$94,162.00 BUDGETED IN LINE ITEM #101.956.000.926.050**

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to authorize signing Purchase Agreement with DTE for converting thirty-four (34) 400 Watt Mercury Vapor Cobra Heads to 135 Watt LED, Thirty-Eight (38) 250 Watt High Pressure Sodium Cobra Heads to 135 Watt LED and One Hundred Forty-One (141) 100 Watt High Pressure Sodium Granville Post Tops to 80 Watt Granville Post Top LED for a total Two Hundred Thirteen (213) Street Lights in the amount of \$94,162.00 budgeted in line item # 101.956.000.926.050. The motion carried unanimously.

#### **OTHER BUSINESS**

1. **AUTHORIZE PROFESSIONAL SERVICES CONTRACT WITH SAF' PLAY TO INSPECT ALL PARK PLAY STRUCTURES**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to authorize a Professional Services Contract with Saf' Play to inspect all park play structures. The motion carried unanimously.

Supervisor Stumbo stated this would complete an inventory of all playground equipment.

#### **AUTHORIZATIONS AND BIDS**

1. **REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO AWARD LOW BID FOR LANDSCAPING AT LAKESIDE PARK BOATHOUSE TO MARGOLIS COMPANIES IN AN AMOUNT NOT TO EXCEED \$14,050.00 AND TO AUTHORIZE PURCHASING OF SITE FURNISHINGS FROM VICTOR STANLEY IN THE AMOUNT OF \$18,747.00, BLUE VALLEY INDUSTRIES IN THE AMOUNT OF \$469.48 AND SG FABRICATORS IN THE AMOUNT OF \$1,500.00 BUDGETED IN LINE ITEM #212.970.000.974.036**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to award Low Bid for Landscaping at Lakeside Park Boathouse to Margolis Companies in an amount not to exceed \$14,050.00 and to authorize purchasing of Site Furnishings from Victor Stanley in the amount of \$469.48 and SG Fabricators in the amount of \$1,500.00 budgeted in line item #212.970.000.974.036.

Supervisor Stumbo stated this would complete the Boathouse and these were the lowest bidders.

The motion carried unanimously.

2. **REQUEST OF MARK NELSON, MAGISTRATE 14-B DISTRICT COURT TO AUTHORIZE PURCHASE OF BOND/TRUST/RESTITUTION CHECK WRITING APPLICATION LICENSE AND BOND/TRUST/RESTITUTION RECONCILIATION APPLICATION LICENSE ALONG WITH INSTALLATION AND TRAINING FROM DMC TECHNOLOGY GROUP, INC IN THE AMOUNT OF \$7,600.00 BUDGETED IN LINE ITEM**

**CHARTER TOWNSHIP OF YPSILANTI  
FEBRUARY 17, 2015 REGULAR MEETING MINUTES  
PAGE 11**

**#236.136.000.819.006 AND TO WAIVE FINANCIAL POLICY FOR  
SEEKING BIDS DUE TO THE FACT THIS VENDOR IS THE SINGLE  
SOURCE FOR THIS PRODUCT**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to authorize purchase of Bond/Trust/Restitution Check Writing Application License and Bond/Trust/Restitution Reconciliation Application License along with installation and training from DMC Technology Group, Inc in the amount of \$7,600.00 budgeted in line item #236.136.000.819.006 and to waive Financial Policy for seeking bids due to the fact this vendor is the single source for this product. The motion carried unanimously.**

**ADJOURNMENT**

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

The meeting adjourned at approximately 8:42 P.M.

Respectfully submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI  
2015 BUDGET AMENDMENT #3**

February 17, 2015

**101 - GENERAL OPERATIONS FUND** **Total Increase** \$94,162.00

Increase the budget for conversion of 213 street lights to LED. This will be funded by an Energy Rebate \$7,943 and an Appropriation of Prior Year Fund Balance \$86,219.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$86,219.00
	Rebates and Energy Savings Credit	101-000-000-675.100	<u>\$7,943.00</u>
		Net Revenues	<u><u>\$94,162.00</u></u>
Expenditures:	Streetlight Construction	101-956-000-926.050	<u>\$94,162.00</u>
			<u><u>\$94,162.00</u></u>

**212 - BIKE, SIDEWALK, RECREATION, ROAD AND GENERAL OPERATIONS FUND (BSR II)** **Total Increase** \$48,405.00

Increase the budget for trees and site furniture in Lakeside Park for the Boathouse area. This will be funded by an Appropriation of Prior Year Fund Balance for funds held in reserve for specific usage for trees and parks.

Revenues:	Prior Year Fund Balance -Reserve for Tree	212-000-000-699.000	\$14,050.00
	Prior Year Fund Balance -Reserve for Parks	212-000-000-699.000	<u>\$34,355.00</u>
		Net Revenues	<u><u>\$48,405.00</u></u>
Expenditures:	Lakeside Park Landscape & Site Furn.	212-970-000-974.036	<u>\$48,405.00</u>
		Net Expenditures	<u><u>\$48,405.00</u></u>

**206 - FIRE FUND** **Total Increase** \$3,253.71

Increase Reimbursement Hazardous response service settlement revenue and increase the expenditure to pay the Washtenaw County Technical Rescue Team for the work at 2500 Airport Dr., Ypsilanti. This will be funded by the reimbursement check from MCM Management Corp.

Revenues:	Reimb - Hazardous Response Serv	206.000.000.682.000	\$3,253.71
		Net Revenues	<u>\$3,253.71</u>
Expenditures:	Prof Servs - Hazardous Response	206.206.000.801.005	<u>\$3,253.71</u>
		Net Expenditures	<u><u>\$3,253.71</u></u>

**236 - 14B DISTRICT COURT FUND** **Total Increase** \$14,920.00

Increase budget for a U of M Law School Intern to complete a special project at the 14B District Court. This will be funded by a reimbursement from the University of Michigan.

Revenues:	Reimbursement Projects - 14B Court	236-000-000-688.200	\$14,920.00
		Net Revenues	<u>\$14,920.00</u>
Expenditures:	14B Court Special Projects	236-136-000-802.200	<u>\$14,920.00</u>
		Net Expenditures	<u><u>\$14,920.00</u></u>

CHARTER TOWNSHIP OF YPSILANTI  
2015 BUDGET AMENDMENT #3

February 17, 2015

252 - HYDRO STATION FUND

Total Increase \$174,102.00

Increase budget of expenditure an additional \$174,102 to replace the small generator #1 turbine, wicket gates & hardware. There is currently \$200,000 budgeted in this line item but the total project will be \$374,102. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Appropriation	252-000-000-699.000	\$174,102.00
		Net Revenues	<u>\$174,102.00</u>
Expenditures:	Capital Outlay Equipment	252-252-000-976.000	\$174,102.00
		Net Expenditures	<u>\$174,102.00</u>

Motion to Amend the 2015 Budget (#3):

Move to increase the General Fund budget by \$94,162 to \$7,850,835 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Recreation, Roads, & General Operations - BSRII Fund budget by \$48,405 to \$1,706,534 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$3,254 to \$5,152,365 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund by \$14,920 to \$1,343,009 and approve the department line item changes as outlined.

Move to increase the Hydro Station Fund budget by \$174,102 to \$762,466 and approve the department line item changes as outlined.

## **BOATHOUSE DEVELOPMENT AND LEASE AGREEMENT**

This Agreement and Lease (“Agreement” or “Lease”) made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between Ypsilanti Township, a municipality and Charter Township of the State of Michigan (“Landlord” or “Township”) and Eastern Michigan University, a public university established under the laws of the State of Michigan (“Tenant” or “University”).

### **ACKNOWLEDGMENTS**

The circumstances leading to the execution of this Agreement and Lease are as follows:

A. There is a parcel of land on Ford Lake within and owned by the Township which is proposed to be developed as the Eastern Michigan University Boathouse. The parcel of land for the Boathouse is more particularly described in Exhibit A to this Agreement.

B. The Township is willing and prepared to develop and construct the Boathouse as a means of assisting the University in establishing the Boathouse for the University’s purposes and in order that Township residents and members of the public may use and have access to the Boathouse, as determined by the University.

C. The Township will design, engineer and construct the Boathouse, as provided in this Agreement, subject to certain University approvals, as provided in this Agreement.

D. The University is willing and prepared to control, manage and operate the Boathouse. Its actions in this regard shall comply with the directives of the Michigan Department of Natural Resources Trust Fund Grant (“the Grant”) which partially funded the Project (see Acknowledgment E below). Specifically, the University’s control, management, and operation of the Boathouse shall both (1) further the educational, inter-scholastic and recreational purposes of the University and the public community, and (2) enforce the Grant’s requirement that the land be used solely for public purposes.

E. With the assistance of the University, the Township has obtained from the State of Michigan Department of Natural Resources Trust Fund Grant in the amount of approximately Five Hundred Thousand (\$500,000) Dollars, in order that the Township may construct the Boathouse and complete improvements to the park. Other partners provided additional funding to support the park improvements.

F. The Township, as Landlord, is willing and prepared to enter into a lease of the Boathouse property under which the University, as Tenant, will operate, manage and control the Boathouse, under the terms and conditions specified herein.

## **DEVELOPMENT AGREEMENT AND LEASE**

NOW THEREFORE, the parties agree as follow:

### **ARTICLE 1**

#### **DEFINITIONS**

The terms defined in this Article shall, for all purposes of this Agreement and Lease and all agreements supplemental hereto, have the meanings herein specified.

(a) "Boathouse" shall mean the Boathouse to be constructed on the Land and is illustrated in Exhibit A.

(b) "Boathouse Facilities," shall mean any and all improvements and structures, fixtures and appurtenances now or at any time erected, constructed, affixed or attached to or placed in or placed upon the Land that are adjacent to the Boathouse or used for or adapted in any way for the use, enjoyment, occupancy and operation of the Boathouse, including but not limited to the parking lot adjacent to the Boathouse.

(c) "Commencement Date" shall have the meaning provided in Article 3.

(d) "Default" shall mean any condition or event which constitutes or would, after notice or lapse of time or both, constitute an "Event of Default."

(e) "Equipment" shall mean and include, but shall not be limited to, all machinery, engines, dynamos, boilers, elevators, equipment, heating, hot water and air conditioning systems, pipes, plumbing, wiring, gas, steam, water and electrical fittings, ranges and radiators, but shall exclude any golf carts, whether pull or powered.

(f) "Event of Default" shall have the meaning provided in Article 17.

(g) "Grant" shall mean the State of Michigan Department of Natural Resources Trust Fund Grant of funds to the Township to be used for the construction of the Boathouse, Boathouse Facilities, and park improvements including all of the terms, conditions and requirements of the Grant.

(h) "Impositions" shall have the meaning provided in Article 5.

(i) "Insurance Proceeds" shall have the meaning provided in Article 7.

(j) "Land" or "Boathouse Property" shall mean the parcel of land described in Exhibit A, together with all easements, air rights, riparian rights and all tenements, hereditaments, privileges and appurtenances belonging or in any way pertaining thereto and Landlord's interest in any land lying in any body of water, or the bed of any street, road, or avenue, open or proposed or adjoining said parcel, to the center line thereof.



(k) "Lease Year" shall mean the twelve (12) month period commencing on the Commencement Date or the twelve (12) month period commencing on any anniversary of said date and ending one year thereafter.

(l) "Park" means the public park land and amenities owned and maintained by the Township of which the Land is part.

(m) "Party" means the Township or the University and "Parties" means the parties to this Agreement and Lease.

(n) "Premises" shall mean the Land or Boathouse Property and the Buildings or Boathouse Facilities.

(o) "Project" shall mean the design, engineering and construction of the Boathouse and Boathouse Facilities and all related matters provided for in this Agreement and Lease.

(p) "Rental" and "Net Annual Rent" shall have the meanings provided in Article 4.

(q) "Tenant" shall mean the University, provided, however, that whenever this Lease and the leasehold estate hereby created shall be assigned or transferred in the manner permitted herein, from and after such assignment or transfer and until the next such assignment or transfer, the term "Tenant" shall include the assignee or transferee named therein.

(r) The words "the Term hereof," "Lease Term," or words of similar import shall mean the Term of this Lease.

(s) The singular includes the plural and the plural includes the singular.

(t) The words "herein," "hereof" and "hereunder" and words of similar import refer to this Agreement and Lease as a whole and not to any particular Article or paragraph.

## **ARTICLE 2**

### **DESIGN, ENGINEERING AND BOATHOUSE CONSTRUCTION**

2.01. Upon all necessary clearances and approvals from the State and other necessary approvals, if any, the Township will, in partnership with the University, design, engineer and construct the Boathouse and Boathouse Facilities and complete the construction of the Boathouse and Boathouse Facilities with all reasonable dispatch. (The Parties acknowledge that the Grant has been "approved" and that Grant funds are provided by the State on a reimbursement basis, and thus the Parties reserve the option to enter into a separate agreement that, on an interim basis, otherwise provides the funding necessary and needed to commence the Project.)

2.02. The Township shall design, engineer and construct the Boathouse and Boathouse Facilities and shall do so in the Township's normal, standard and customary manner for the design, engineering and construction of Township infrastructure, buildings and similar municipal projects. This shall include, but will not necessarily be limited to, the Township's selection of a general contractor and other professionals and contractors, if necessary, by and through the Township's normal, standard and customary competitive bidding process and procedure for such a municipal project.

2.03. The Township shall facilitate the University's participation in the design of the Boathouse, and Boathouse Facilities which shall be subject to the University's final approval. The University's participation in the design of the Boathouse and Boathouse Facilities shall include participation in and approval of the design, materials, size, quality of construction, and aesthetics of the buildings and structures of the Boathouse and Boathouse Facilities.

2.04. The general contractor for the Project shall purchase and provide insurance and bonds on and for the Project that meets and satisfies the Township's normal, standard and customary insurance and bond specifications, and insurance coverages and limits of liability for a Township construction project of the size and type of the Project. This shall include, but will not necessarily be limited to, general liability insurance, worker's compensation insurance, automobile liability insurance, umbrella and/or excess liability insurance coverage, owner's and contractor's protective liability insurance, builder's risk insurance, a performance bond and a maintenance and guarantee bond.

2.05. The Township shall construct and complete the Project in full compliance with the Grant's terms, conditions and requirements and in full compliance with all federal, state and local laws, ordinances, rules and regulations applicable to the Project and applicable to municipal construction projects of the size and type of the Boathouse and Boathouse Facilities.

### **ARTICLE 3**

#### **PREMISES AND TERMS OF LEASE; TERMINATION RIGHT**

3.01. Landlord hereby leases to Tenant and Tenant hereby takes from Landlord, the Boathouse and Boathouse Facilities and the Land to have and to hold unto Tenant, its successors and assigns, for a Term of ninety-nine (99) years, which Term shall commence on the date first written above (the "Commencement Date") and shall end 99 Years thereafter, unless such Term is sooner terminated as provided herein.

3.02. Notwithstanding the foregoing, if the University determines that it no longer wants to or is unable to operate the Boathouse or to assign or sublease the same in accordance with Article 9, Tenant may elect to terminate this Lease upon one (1) year's advance written notice to Landlord.

## **ARTICLE 4**

### **RENT**

4.01. Tenant shall pay to Landlord at Landlord's principal office, a Net Annual Rent of one (\$1.00) dollar per annum payable on the first day of each Lease Year starting with the Commencement Date, or Tenant may pay Net Annual Rent earlier, for any number of years, at Tenant's option, but advance payment of Net Annual Rent, for any number of years, shall not constitute a waiver by Tenant of any of Tenant's other rights and options under this Agreement and Lease.

4.02. Tenant shall also pay Impositions required to be paid by Tenant under Article 5, and all sums, costs, expenses and payments which Tenant assumes or agrees to pay. In the event of any nonpayment of any of said items, Landlord shall have all the rights and remedies provided for herein for nonpayment of Rental.

## **ARTICLE 5**

### **OTHER CHARGES (Impositions)**

5.01. Landlord acknowledges and agrees that so long as the University is Tenant, during the Term neither the Land nor the Buildings nor any personal property of Tenant used in connection with the Boathouse are or will be subject to real or personal property taxes or any tax imposed under Public Act 189 of 1953, as such may be amended, or any public act adopted in substitute or in lieu thereof, or any other tax under any other public act, ordinance or law.

5.02. Tenant shall pay the following, to the extent applicable: assessments, water and sewer rates and charges, post-construction license and permit fees and similar governmental charges, post-construction charges for easements for the primary benefit of the Land, and charges for public and private utilities including, without limitation, gas, electricity, light, heat, air conditioning, power and telephone and other communication services, which at any time during the Term of this Lease may be lawfully billed, assessed or imposed upon the Premises, all such items being herein called "Impositions." Each Imposition, or installment thereof, falling due during the Lease Term shall be paid prior to the day any fine, penalty, interest or cost may be imposed by law for the nonpayment thereof.

5.03. If by law any Imposition may at the option of the obligor be paid in installments, whether or not interest shall accrue on the unpaid balance for such Imposition, Tenant may exercise the option to pay the same in installments, and Tenant's obligations to pay the same shall be limited to those installments accruing or falling due during the Term of this Lease. Upon request, Tenant shall provide Landlord with written evidence of the payment of any Imposition.

5.04. Tenant shall have the right at its own expense to contest the amount or validity, in whole or in part, of any Imposition by appropriate proceedings diligently conducted in good faith. Upon the termination of any such proceeding, it shall be the obligation of Tenant to pay the unpaid amount of such Imposition as finally determined in such proceeding.

## **ARTICLE 6**

### **USE OF PERMISES AS A BOATHOUSE; TENANT'S MANAGEMENT RIGHTS**

6.01. Landlord and Tenant acknowledge that Landlord will construct the Boathouse, which may include the Boathouse Facilities, and will be responsible for all costs associated with the design, engineering and construction, provided, however, that Tenant's sole remedy for the failure of Landlord to construct the Boathouse and/or Boathouse Facilities shall be to terminate this Lease pursuant to Article 3.

6.02. Tenant shall be responsible for and shall have exclusive control over the operation, management and use of the Boathouse and the Boathouse Facilities, with the exception of (1) the restrooms that will be accessible to the public, which will be maintained by the Landlord and repaired by the Landlord and Tenant as outlined in this Agreement, and (2) the Boathouse shall be generally available to the public, consistent with State of Michigan regulations. Tenant may operate and use the Boathouse and use the Boathouse Facilities as an integral part of its educational function or as part of any associated support organization or alumni group, and may advertise or promote the Boathouse and Boathouse Facilities as part of or in the name of the University. Tenant shall have sole and exclusive control over the appointment or termination of persons or entities operating, managing, supplying or otherwise associated with or providing services at, to or for the Boathouse.

6.03. The Project has been funded, in part, by the Grant. Under the Grant, certain conditions have been or will be imposed with respect to the Land, including that the Land be used only for public purposes. The Parties shall perform and observe all of the requirements or conditions imposed upon the Land, Boathouse or the Boathouse Facilities under and by the Grant.

6.04. In the event the State of Michigan informs the Township in writing that the operation of the Boathouse or Boathouse Facilities are not in conformity with previously imposed requirements or conditions of the Grant, the Township shall provide prompt written notice thereof to Tenant pursuant to Section 17.02 of this Agreement. Tenant shall then have the opportunity to cure the alleged violation pursuant to Section 17.02. If Tenant fails to exercise its right to cure, and if a court subsequently upholds the State of Michigan's allegations, Landlord may terminate this Agreement pursuant to Section 17 and may exercise its remedies, including but not limited to mandatory non-binding mediation as outlined in Section 26.03.

6.05. The Boathouse and Boathouse Facilities shall be used to further the educational purposes of the University and shall be reasonably available for public use.

Tenant shall have the right to establish the fees, charges, terms and conditions on which the Boathouse is made available for public use, and such fees, charges, terms and conditions may be different for members of the public generally than those offered to residents of the Township or to the students, faculty, employees or invitees of the University. Such fees, charges, terms, and conditions shall be the subject of a forthcoming Use Agreement between the Parties. Landlord and Tenant shall cooperate with one another in obtaining the approval of the State of Michigan of any fees or charges applicable to the Boathouse and Boathouse Facilities, if such approval is necessary to satisfy the conditions of the Grant or any grant hereafter received relative to the Land, Boathouse or Boathouse Facilities.

6.06 Landlord and Tenant acknowledge that, with Tenant's cooperation and assistance, Landlord has applied for and has been approved for the Grant. Landlord and Tenant have and shall continue to provide full cooperation to one another to procure and secure the Grant or grants in the maximum available amounts, and the proceeds of all such grants shall be made solely available to Landlord, except as may be provided in any separate agreement between the Parties for interim funding or financing of the Project, in order to enable Landlord to pay the costs associated with designing, engineering and constructing the Boathouse and Boathouse Facilities in advance of receipt of Grant funds.

6.07. All rents, concessions, income or other revenues received with respect to the Boathouse shall be the sole and exclusive property of Tenant. Tenant shall be the sole and exclusive holder of all improvements to the Boathouse during the Lease Term.

6.08. The Boathouse will be primarily used by Tenant in furtherance of its educational purpose and for public purposes as discussed in Section 6.03. Specifically, the Boathouse will be used by the University, in part, as a base of operations for the University's rowing team or club including, but not limited to, storage of associated athletic facilities and equipment.

6.09. Landlord and Tenant acknowledge that the development of any property adjacent to the Premises could have an effect on the Boathouse and Boathouse Facilities. If Landlord receives any petition or other notice of a request for rezoning, site plan, variance or other land use approvals with respect to any property adjacent to the Premises, Landlord shall promptly and timely notify Tenant of same and provide Tenant with copies of all plans, drawings or other documents submitted in connection therewith. To the extent permitted by law, any such development shall be subject to University approval, which shall not be unreasonably withheld. In any event, the Township may not engage in or participate in any such development without the University's approval, which shall not be unreasonably withheld.

6.10. Tenant will not discriminate in the control, operation or management of the Boathouse or Boathouse Facilities against any person or group of persons because of the race, creed, color, sex, sexual orientation, age, national origin, ancestry or disability of such person or group of persons.

**ARTICLE 7**  
**INSURANCE**

7.01. On or before “substantial completion” of the Project, as determined by the Township and according to the terms of the Township’s construction contract for the Project, Tenant shall maintain, or cause to be maintained, policies of insurance with respect to the Boathouse and Boathouse Facilities as follows:

(a) Comprehensive broad form boiler and machinery insurance including but not limited to coverage for pressure vessels, air-conditioning equipment, electric motors, transformers, pumps, compressors and miscellaneous electrical apparatus with a limit of liability not less than Five Hundred Thousand (\$500,000) Dollars per occurrence.

b) Commercial general liability insurance against claims for bodily injury and personal injury, death, property damage, contractual liability, products/completed operations, explosion, collapse and other events occurring on the Premises or arising out of Tenant’s use or occupancy thereof. Such insurance shall afford minimum protection of Three Million (\$3,000,000) Dollars combined single limit occurring or resulting from any one occurrence.

c) Property insurance covering the Premises with a limit of liability not less than Two Million (\$2,000,000) Dollars per occurrence.

7.02. All losses under the policy or policies under Section 7.01 shall be adjusted by Tenant or Tenant’s insurer. Property damage insurance proceeds (“Insurance Proceeds”) shall be paid to and disbursed in accordance with Article 8.

7.03. All premiums on policies required by this Article shall be paid by Tenant. Certificates of Insurance shall be delivered to Landlord within thirty (30) days of a written request for same. Premiums on policies shall not be financed in any manner whereby a lender, on default or otherwise, shall have the right or privilege of surrendering or cancelling the policies.

7.04. All insurance policies required by this Article shall be valid and enforceable policies issued by insurers of recognized responsibility which are legally authorized to issue the required insurance in the State of Michigan.

7.05. Any insurance provided for in this Article may be provided, on the same basis or under the same arrangements as other buildings or properties of the University by a policy or policies of blanket insurance, provided, however, that the amount of the total of blanket insurance allocated to the Premises shall be equivalent to the amounts of the separate policies herein required, and provided further that in all other respects any such blanket policy or policies shall comply with the other provisions of this Article.

## **ARTICLE 8**

### **USE OF PROPERTY DAMAGE INSURANCE PROCEEDS**

8.01. If any of the Boathouse Facilities shall be destroyed or damaged in whole or in part by fire or other casualty, Tenant shall have the right to elect to repair the damage or construct new buildings or improvements out of the Insurance Proceeds. The design, nature and quality of such repairs or new buildings or improvements shall be within Tenant's discretion. If Tenant elects not to repair or replace the damage or the damage is of such a nature that it prevents the operation of a Boathouse on the Premises, Landlord may elect to terminate this Lease pursuant to Article 19 or Tenant may elect to terminate this Lease pursuant to Article 3.

8.02. Any Insurance Proceeds payable with respect to the Boathouse or Buildings shall be paid to Tenant, subject, however, to the superior right of any leasehold mortgagees as to any such Insurance Proceeds.

## **ARTICLE 9**

### **ASSIGNMENT AND SUBLEASING**

9.01. Except as otherwise provided in this Article, Tenant shall have the right to grant subleases, assignments, concessions or other transfers of its interest under this Lease with respect to the Boathouse and/or Boathouse Facilities. No subtenant, assignee, concessionaire or other transferee shall have non-disturbance or recognition rights except under the circumstances described in paragraph 9.04. Any transferee shall take subject to the terms and conditions of this Lease that apply to the part of the Boathouse and/or Boathouse Facilities so transferred or sublet, including those provisions pertaining to the observance of any requirements of the Grant or of the State of Michigan.

9.02 (a) As used in this Article the term "sublease of the Boathouse" shall mean a sublease whereby the Boathouse is sublet to an entity other than the University or a subsidiary or related entity of the University. Such term shall not apply to management agreements or like arrangements whereby the University retains control over and/or an economic interest in the operation of the Boathouse and/or the Boathouse Facilities, even if persons who are not direct employees of the University have day-to-day management responsibilities.

(b) The Tenant's right to sublease the Boathouse and/or the Boathouse Facilities shall commence on the date the University notifies the Township of its intent to seek proposals for subleasing the Boathouse and/or the Boathouse Facilities. The University's notice shall include information relative to the sub-tenant and the proposed form of the sublease. During such period, the Township may examine all records of the University pertaining to the operation or management of the Boathouse and/or the Boathouse Facilities. If the Township wishes to enter into the sublease, it must provide the University with written notice of its intent and agreement to do so within sixty (60) days of the University's notice of intent to sublease. The sublease shall be executed

within fifteen (15) days after the date the 60-day period expires. In the event that the Township does not provide written notice of its intent and agreement to enter into the sublease of the Boathouse within such 60-day period or does not execute a sublease within such 15-day period, the Township's rights under this paragraph shall terminate and Tenant shall have the right to sublease the Boathouse to a third party on the terms and conditions specified in the notice to the Township, as the same may be amended pursuant to negotiations with potential subtenants. Any such subtenant shall be subject to the approval of the Township, which approval shall not be unreasonably withheld or delayed.

9.03 Tenant shall not assign all of its interest under this Lease without first offering to assign the Lease to the Township on the same terms and conditions as Tenant proposes to assign the Lease to a third party. Such right of first refusal shall exist for a period of sixty (60) days after the date on which Tenant provides Landlord with written notice of a proposed assignment and the terms and conditions thereof. Such right shall expire, and Tenant shall be free to assign all of its interest hereunder, unless Landlord indicates its intention and agreement to accept the assignment on the proposed terms and conditions within such 60-day period, and the assignment is consummated within fifteen (15) days after the expiration of such 60-day period. If Landlord declines to exercise such right of first refusal or does not consummate the assignment within such 15-day period, the Township's rights under this paragraph shall terminate and Tenant shall have the right to assign its interest under this Lease. Any such assignment shall be subject to the approval of the Township, which shall not be unreasonably withheld or delayed. Upon such assignment Tenant shall be relieved of any further obligation or liability under this Lease.

9.04 Landlord and Tenant acknowledge the possibility that, if Tenant subleases part of the Boathouse Facilities, the subtenant may require Landlord to grant recognition or non-disturbance rights, to the end that the sublease will continue in force and effect if Tenant defaults hereunder and this Lease is terminated. Landlord agrees that, after a request therefor, it will promptly grant such recognition and non-disturbance rights to any subtenant of the Tenant, and shall execute a Recognition and Non-disturbance Agreement in a form reasonably acceptable to such subtenant, if the following conditions are met:

(a) Landlord is advised of the identity of the subtenant and is provided with a copy of the sublease.

(b) Landlord has approved the subtenant in terms of experience in managing the aspect of the business which is the subject of the sublease. Landlord agrees that it shall not unreasonably withhold or delay such consent.

(c) The subtenant agrees in writing to attorn to Landlord and recognize Landlord as subtenant's landlord under the sublease, in the event that Tenant defaults hereunder and the Lease is terminated.

(d) The Recognition and Non-disturbance Agreement provides Landlord will have all the rights of the landlord under the applicable sublease, including the right to terminate the sublease if the subtenant is in default thereunder.



(e) The requirements of section 9.02, relative to the subleasing of the Boathouse, have been observed, if applicable.

(f) The sublease does not extend beyond the Term of this Lease.

9.05. Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any subtenant occupying all or any part of the Premises and the performance of such act shall be deemed to be the performance by Tenant and shall be acceptable as Tenant's act by Landlord.

9.06. If any prospective subtenant requires modification to this Lease as a condition to entering into the same, Landlord shall not unreasonably withhold its consent to such modifications, provided that Landlord shall not be required to consent to such modifications pertaining to Rental, the Term, or any modifications which increase Landlord's obligations or decrease Landlord's rights or remedies hereunder.

## **ARTICLE 10**

### **MAINTENANCE AND REPAIRS**

10.01 Throughout the Lease Term, Tenant, at its sole cost and expense, shall, except as outlined in this section, be responsible for ongoing maintenance and repairs to the Boathouse in accordance with the applicable Township building code, although the level of repair and maintenance shall be within Tenant's discretion pursuant to that code.

10.011 During the season when the Park is open to the public, Landlord shall be responsible for maintenance to the restrooms that are accessible to the public.

10.012 Regarding repairs to the Boathouse restrooms, the docks and the parking lot(s) adjacent to the Boathouse, the parties shall meet and confer to discuss payment of significant non-recurring expenses as they arise. For illustration purposes, the following is a non-exhaustive list of examples of such expenses: re-sealing or re-paving the parking lot adjacent to the Boathouse, replacing the docks, and installation of new plumbing fixtures inside the Boathouse.

10.02. During the season when the Park is not open to the public, Tenant shall, at its own cost and expense, keep clean and free from snow, ice, rubbish, obstructions and encumbrances, the sidewalks and areas in front of or adjacent to the Boathouse. During the season when the Park is open to the public, Landlord shall, at its own cost and expense, keep clean and free from snow, ice, rubbish, obstructions and encumbrances, the sidewalks and areas in front of or adjacent to the Boathouse.

10.03. Except as otherwise provided herein or otherwise in a separate writing, Landlord shall not be required to furnish any services or facilities to the Premises such as, but not limited to, water, steam, heat, gas, electricity, light and power. Landlord shall have no duty or obligation to make any alteration, change, improvement,

replacement or repair to, or to demolish, any buildings or improvements erected or maintained on the Land. Landlord shall, however, provide all Township municipal services to the Boathouse and Boathouse Facilities and the Township's construction of the Boathouse and Boathouse Facilities shall include provisions for and proper connection to all necessary and standard utilities and utility services.

## **ARTICLE 11**

### **CHANGES AND ALTERATIONS**

Tenant may construct, demolish, replace or materially alter any Building or structure, or any part thereof, whether voluntarily or in connection with a repair or restoration required by this Lease, so long as the Premises can be used as a Boathouse, it being recognized that the nature and quality of the Buildings and any other improvements on the Land shall be determined solely by Tenant.

## **ARTICLE 12**

### **REQUIREMENTS OF PUBLIC AUTHORITIES AND OF INSURANCE UNDERWRITERS AND POLICIES**

12.01 During the Lease Term, Tenant at its own cost shall comply with any and all applicable laws, rules, regulations and requirements of any governmental or public authority and of any applicable fire rating bureau, insurer of the premises or other body exercising similar functions affecting the Premises. Tenant shall be required to comply only with those requirements of entities with the lawful authority to regulate the Tenant and the Premises.

12.02 Tenant shall have the right to contest the validity of any such requirements or the application thereof, at Tenant's own expense. Landlord shall cooperate with Tenant in any such contest to such extent as Tenant may reasonably request.

## **ARTICLE 13**

### **FIXTURES OF PERSONAL PROPERTY**

In no event shall Landlord have any obligation whatsoever to keep the Premises furnished and equipped with equipment, fixtures or articles of personal property.

## **ARTICLE 14**

### **REPRESENTATIONS AND WARRANTIES BY LANDLORD**

Landlord represents and warrants to Tenant as follows:

(a) Landlord owns the Land described in Exhibit A in fee simple and has marketable title to the Land.

(b) The Land is not in violation of any current building or zoning law or ordinance and is zoned to allow the development and use of the Boathouse and Boathouse Facilities.

(c) To Landlord's knowledge, the Land has not been used as a site for storing, dumping or otherwise disposing of chemical, oil, petroleum or any hazardous substances.

(d) Landlord has the power and authority to enter into this Agreement and Lease and perform and satisfy all of Landlord's obligations under this Agreement and Lease.

## **ARTICLE 15**

### **LANDLORD'S RIGHT OF INSPECTION**

15.01. Tenant shall permit Landlord and its agents or representatives to enter the Premises at reasonable times for the purpose of inspecting the premises.

15.02. Nothing in this Article or this Agreement and Lease shall imply any duty upon the part of Landlord to do any work and performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same.

## **ARTICLE 16**

### **PERMITTED USE; NO UNLAWFUL OCCUPANCY**

16.01 Subject to applicable law and this Lease, Tenant will use the Premises solely as and for a Boathouse with related facilities, including the Boathouse Facilities. Tenant may permit guests, employees and invitees to use the Boathouse and Boathouse Facilities on such conditions as Tenant determines, in its sole discretion.

16.02 Tenant shall not use or occupy, nor permit or suffer, the Premises or any part thereof to be used or occupied for any unlawful or illegal business, use or purpose, nor for any purpose or in any way in violation of a certificate of occupancy or of any present or future law, ordinance, or regulation applicable to the University.

16.03 Tenant will not suffer any act to be done or any condition to exist on the Premises or any portion thereof that constitutes a nuisance, public or private, or which may make void or voidable any insurance then in force on the Premises.

## **ARTICLE 17**

### **DEFAULTS AND REMEDIES**

17.01. Each of the following events shall be an "Event of Default" and the Landlord shall have the right to terminate this Lease in any of the following events and none other:

(a) Tenant's failure to perform any covenant or condition of this lease for ninety (90) days following a written notice of default from Landlord plus any additional time that is necessary to cure the default as long as Tenant commences the cure within the 90-day period and diligently pursues the cure.

(b) Tenant permanently abandons the Boathouse or fails to permit any use of it for a period in excess of one (1) year, unless the same is attributable to labor disputes, reconstruction, repair or maintenance activities or any factor or factors beyond Tenant's reasonable control.

17.02. In order to terminate this Lease for a reason specified in this Article, Landlord must provide ninety (90) days prior written notice to Tenant. Such notice of termination shall not be effective if Tenant commences good faith efforts to cure the applicable Event of Default within such 90-day period and diligently pursues the cure.

17.03. Upon the expiration or termination of this Lease, whether by lapse of time, by reason of the Tenant's default, or as otherwise provided in this Lease, possession of all Buildings on the Premises shall automatically transfer to and vest in Landlord without any payment therefore. However, if this Lease terminates prior to the end of its full Term and if any Building is occupied by a subtenant whom Landlord is obligated not to disturb, possession of that Building shall continue in the subtenant until the expiration or earlier termination of that sublease, whereupon it shall automatically be transferred to and vest in Landlord without any payment therefore.

## **ARTICLE 18**

### **NOTICES**

Whenever it is provided herein that notice, demand, request or other communication shall or may be given to or served upon either Party by the other, and whenever either Party shall desire to give or serve upon the other Party any notice, demand, request or other communication with respect hereto, each such notice, demand, request or other communication shall be in writing and shall be effective if given or served as follows:

(a) If to Tenant, by mailing the same to Tenant by registered or certified mail, postage prepaid, addressed to:

Eastern Michigan University  
Attn: Office of the President  
Welch Hall  
Ypsilanti, MI 48197

(b) If to Landlord, by mailing the same to Landlord by registered or certified mail, postage prepaid, addressed to:

Supervisor  
Ypsilanti Township  
7200 South Huron River Dr.  
Ypsilanti, MI 48197

(c) Every notice, demand, request or other communication hereunder shall be deemed to have been given or served at the time and date set forth on the date of mailing.

## **ARTICLE 19**

### **CONDEMNATION**

19.01. If at any time during the Term, the whole or materially all of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority, this Lease and the Term shall terminate and expire on the date of such taking and the Rental, and other charges to be paid by Tenant shall be apportioned and paid to the date of such taking. The term "materially all of the premises" shall mean such portion of the Premises, as when so taken, would leave remaining a balance of the Premises which, due either to the area so taken or the location of the part so taken in relation to the part not so taken, would not readily accommodate a Boathouse or Boathouse Facilities or would impede or otherwise hinder the University's goals, purposes and intent under this Agreement and Lease, within the University's reasonable discretion. If the whole or materially all of the Premises is so taken, the rights and interests of Landlord and Tenant in and to the entire award or the aggregate of any separate awards to Landlord and Tenant shall be apportioned between Landlord and Tenant as follows:

(a) There shall be first paid any and all reasonable fees and expenses incurred in collecting the award.

(b) The balance of the award shall be equitably apportioned between Landlord and Tenant based on the then respective fair market values of the fee on a non-mortgaged basis (appraised by reference to the value of the income stream derivable by Landlord under this Lease together with the present value of the expiration of the Lease in accordance with its remaining term) and the leasehold on a non-mortgaged basis, with any award to Tenant payable to Tenant.

19.02. For the purpose of this Article, the Premises or a part thereof, as the case may be, shall be deemed to have been taken or condemned on the date on which actual possession of the Premises or a part thereof, as the case may be, is acquired by any lawful power or authority or the date on which title vests therein, whichever is earlier.

19.03. If less than materially all of the Premises be so taken or condemned, this Lease and the term thereof shall continue. In that event, the entire award or the aggregate of the separate awards to Landlord and Tenant, as the case may be, shall be apportioned between Landlord and Tenant as follows:

(a) There shall be paid any and all reasonable fees and expenses incurred in collecting the award.

(b) There shall be paid to Tenant so much thereof as may be necessary for the cost of repairing and restoring for use and occupancy the part of the buildings and improvements not so taken, or constructing substitute facilities as determined by Tenant.

(c) The balance of the award shall be equitably apportioned between Landlord and Tenant based on the reduction in the respective fair market values of the fee on a non-mortgaged basis and the leasehold on a non-mortgaged basis, computing values in accordance with the principles set forth in subsection 19.01(b) and considering the value of the leasehold after completion of all repairs and restoration, with any award to Landlord payable to Landlord and any award to Tenant payable to Tenant.

19.04. In case of any governmental action, not resulting in the taking or condemnation of any portion of the Premises but creating a right to compensation therefor, such as, without limitation the changing of the grade of any street upon which the Premises abut, this Lease shall continue in full force and effect without reduction or payment of Tenant to be made hereunder, and the award shall be shared by Landlord and Tenant on an equitable basis in proportion to the injury or loss suffered by them.

19.05. The above provisions of this Article notwithstanding, the Township hereby waives and foregoes its right, authority and power to condemn the Land and agrees that it will not condemn the Land through the Lease Term.

## **ARTICLE 20**

### **CERTIFICATES BY LANDLORD**

Landlord agrees at any time and from time to time upon not less than ten (10) days prior notice by Tenant to execute, acknowledge and deliver to Tenant or any other party specified by the Tenant a statement in writing certifying that this Lease is unmodified and in full force and effect, or if there shall have been modifications that the same is in full force and effect as modified and stating the modifications, and such other and similar matters as Tenant may reasonably request.

## **ARTICLE 21**

### **LANDLORD'S CONSENTS**

It is understood and agreed that the granting of any consent by Landlord to Tenant to perform any act of Tenant requiring Landlord's consent under the terms of this Lease, or the failure on the part of Landlord to object to any such action taken by Tenant without Landlord's consent, shall not be deemed a waiver by Landlord of its rights to require such consent for any further similar act by Tenant.

## **ARTICLE 22**

### **SURRENDER AT END OF TERM**

22.01. On the last day of the Term hereof or upon any earlier termination of this Lease, Tenant shall surrender and deliver up to Landlord the Premises "as is" and subject to all lettings and occupancies, liens and encumbrances, if any, existing at the date hereof or placed thereon by Tenant as provided herein, or created by Landlord, without any payment or allowance whatever by Landlord on account of or for any building and improvements erected or maintained on the Land at the time of the surrender or for any contents remaining therein or thereon, whether or not the same shall have been constructed by, paid for or purchased by Tenant.

22.02. Except as otherwise provided herein, Tenant waives any notice now or hereafter required by law with respect to vacating the Premises at any such expiration or termination date.

22.03. Tenant may remove all equipment, removable fixtures, vehicles and personal property from the Premises after the termination of this Lease. However, any personal property of Tenant or any subtenant which shall remain on the Premises after the termination of this Lease may be retained by Landlord as its property or be disposed of, without accountability, as Landlord may see fit.

22.04. Landlord shall not be responsible for any loss or damage occurring to any personal property owned by Tenant or any subtenant.

22.05. The provisions of this Article shall survive any termination of this Lease.

## **ARTICLE 23**

### **QUIET ENJOYMENT**

Landlord covenants that, if and so long as Tenant shall perform the agreements, terms, covenants and conditions hereof, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the Term without molestation or disturbance by or from Landlord and free of any encumbrance created or suffered by Landlord, except those to which this Lease is made subject and subordinate as provided herein.

## **ARTICLE 24**

### **LANDLORD'S EASEMENT AND ZONING OBLIGATIONS**

24.01. If, in connection with the improvement, development and use of the Premises under this Agreement and Lease, it becomes necessary to grant or terminate one or more easements or rights of way for utility purposes including, but not necessarily limited to, sewer, gas, water, telephone, telegraph and electrical, Landlord agrees to cooperate in the making of such grants or termination as may be requested by Tenant. In addition, if in connection with the improvements, development and use of the Premises by Tenant, it becomes necessary or desirable to: vacate all or any portion of any alleys, streets or roads adjoining the Premises; dedicate streets, alleys, roads, parks, retention areas or open spaces to public or other uses; waive any rights or benefits granted under applicable zoning, building or other ordinances; or, modify or change any existing zoning, building or other ordinances, Landlord agrees, at the Tenant's request, to promptly execute documents necessary to accomplish same or to effectuate same.

## **ARTICLE 25**

### **RECORDING OF MEMORANDUM**

Upon the written request of a Party, Landlord and Tenant will join in the execution of a memorandum of Lease in proper form for recording in the appropriate office or offices setting forth the existence and essential terms of this Lease, and Landlord and Tenant will each take such further action as may be necessary to effect such recording.

## **ARTICLE 26**

### **MISCELLANEOUS**

26.01. The captions of this Agreement and Lease are for convenience of reference only and in no way define, amplify, limit, construe or describe the scope or intent of any part of this Agreement and Lease.

26.02. This Agreement and Lease cannot be modified, amended or terminated orally. This Agreement and Lease may be modified or amended by a written document only, signed by Landlord and Tenant and properly and legally approved by the Landlord's and Tenant's respective governing body.

26.03. This Agreement and Lease shall be governed by and construed in accordance with the laws of the state of Michigan, and exclusive jurisdiction for any disputes directly or indirectly concerning this Lease shall be in the Circuit Court in and for the County of Washtenaw, State of Michigan, or in the Court of Claims, State of Michigan. The Parties agree to and shall engage in a good faith effort to settle any such dispute before the filing of any suit in a court of law, and such effort shall include both of the following: (1) at least one face-to-face meeting between the Parties, and (2) mandatory non-binding mediation with a mediator selected mutually by the parties and the mediator's fees and costs divided equally between the parties.



26.04. The agreements, terms, covenants, and conditions herein shall bind and inure to the benefit of Landlord and Tenant and their successors and, except as otherwise provided herein, their assigns.

26.05. If either party becomes a party to any litigation concerning this Agreement and Lease or the Premises by reason of any act or omission of the other Party or its representatives, and not by any act or omission of the Party that becomes a Party to that litigation or of its representatives, the Party that causes the other Party to become involved in the litigation shall be liable to that Party for reasonable attorneys' fees and expenses and court costs incurred by it in the litigation.

26.06. If either Party commences an action against the other Party arising out of or in connection with this Agreement and Lease or the Premises, the prevailing Party shall be entitled to have and recover from the other Party reasonable attorney fees and expenses and costs of suit.

26.07. Whenever any Party to this Agreement and Lease gives any notice to the other Party it may and, where specifically required elsewhere in this Lease, shall give a written copy of such notice to any Leasehold Mortgagee.

26.08. Whenever the consent or approval of Landlord, Tenant, a Leasehold Mortgagee, or any other person is expressly required hereunder, and except as expressly provided to the contrary herein, such consent or approval shall not be unreasonably withheld and the Party whose consent or approval is sought shall reply to the request for consent or approval within a reasonable time.

26.09. Landlord and Tenant represent to one another that there has been no broker involved in the soliciting or arranging of this Agreement and Lease.

26.10. Other than any separate agreement for interim funding identified in paragraphs 2.01 & 6.06, this Agreement and Lease merges all proposals, negotiations, representations, agreements, and understandings with respect to this Agreement and Lease. There are no representations with respect to the condition of the Premises or any other matter in any way related to the Premises or this Agreement and Lease except as expressly set forth in this Agreement and Lease. No rights, covenants, easements or licenses may arise by implication.

26.11. Any intention to create a joint venture or partnership relationship between Landlord and Tenant is hereby expressly disclaimed.

26.12. The submission of or exchange of this Agreement and Lease for examination and review does not constitute a reservation, option or agreement to develop and/or lease the Premises, and this Agreement and Lease will become effective only upon execution and delivery by both Parties and approval by the governing body of each Party.

26.13. If any covenant of this Agreement and Lease is invalid, illegal, or unenforceable, that covenant will be enforced to the fullest extent permitted by applicable

law and the validity, legality, and enforceability of the remaining covenants will not, in any way, be affected or impaired.

26.14. Nothing contained in this Agreement and Lease will be construed so as to confer upon any other party the rights of a third-party beneficiary, except rights for the benefit of a mortgagee, if any. The agreements, terms, covenants and conditions herein shall not inure to the benefit of any third party.

26.15. This Agreement and Lease has been negotiated at arm's-length and has been reviewed by both Parties. This Agreement and Lease may not be construed against Landlord or Tenant. This Agreement and Lease has been jointly drafted by the Parties.

26.16 No covenant or breach is intended to be waived unless a waiver is clearly expressed in a document signed by the waiving party specifically identifying the covenant or breach and expressly stating that it is a waiver of the identified covenant or breach. The waiver of a covenant or breach is not construed as a continuing waiver of the same covenant or of any future breach. Consent by Tenant or Landlord to any act requiring Tenant's or Landlord's consent does not constitute a waiver of the requirement of Tenant's or Landlords' consent with respect to any similar or subsequent act.

**SIGNATURES ON NEXT PAGE**

**LANDLORD:**

**TOWNSHIP OF YPSILANTI, a Michigan  
Charter Township**

By: Brenda L. Stumbo

Printed Name: Brenda L. Stumbo

Its: Supervisor

By: Karen Lovejoy Roe

Printed Name: Karen Lovejoy Roe

Its: Clerk

**TENANT:**

**EASTERN MICHIGAN UNIVERSITY**

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

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

Its: President

PROJECT LOCATION MAP

Lakeside Park  
9999 Textile Road  
Ypsilanti, MI 48197



### PROJECT LOCATION MAP

Lakeside Park  
9999 Textile Road  
Ypsilanti, MI 48197



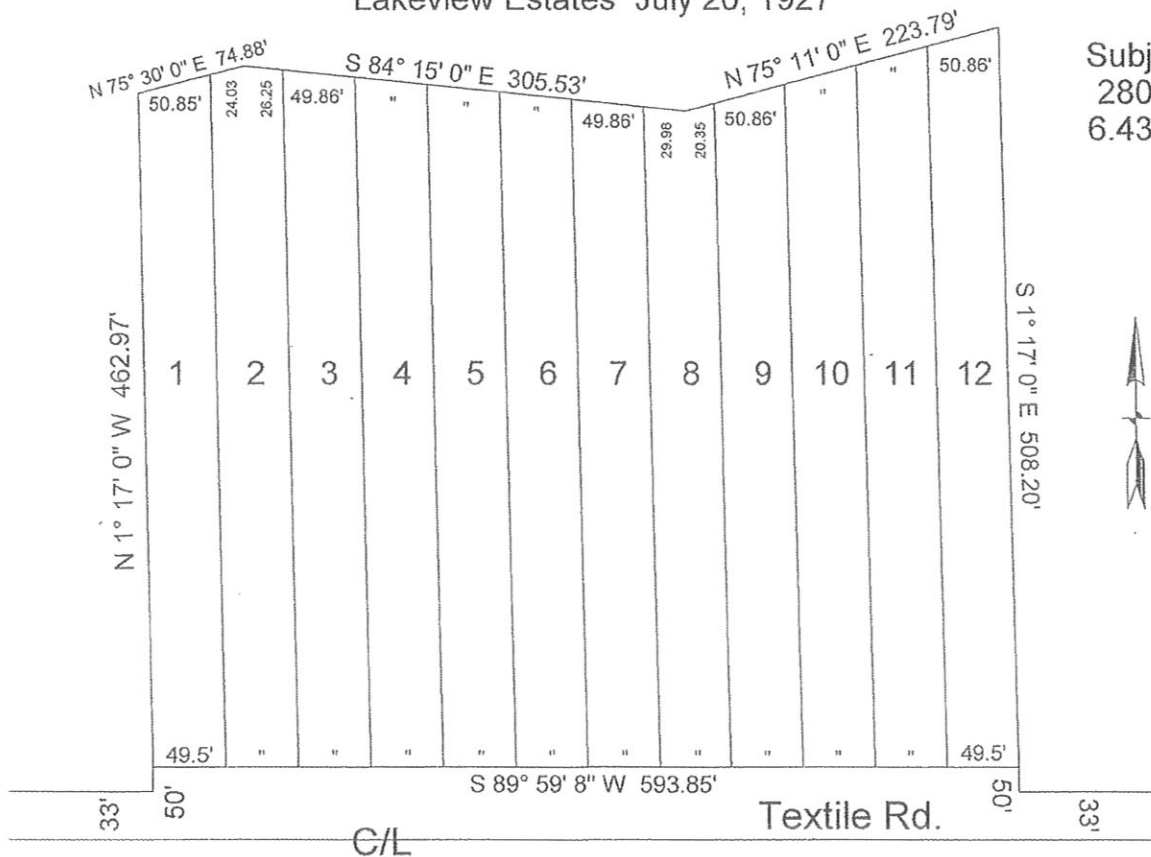
# SKETCH/AREA TABLE ADDENDUM

File No K-11-23-400-021

Property Address 9999 TEXTILE RD  
 City YPSILANTI County WASHTENAW State MI Zip 48197  
 Owner CHARTER TWP OF YPSILANTI  
 Client  
 Appraiser Name

Lakeview Estates July 20, 1927

Subject Site  
 280196.7sf  
 6.43 Acres



Scale: 1 = 125

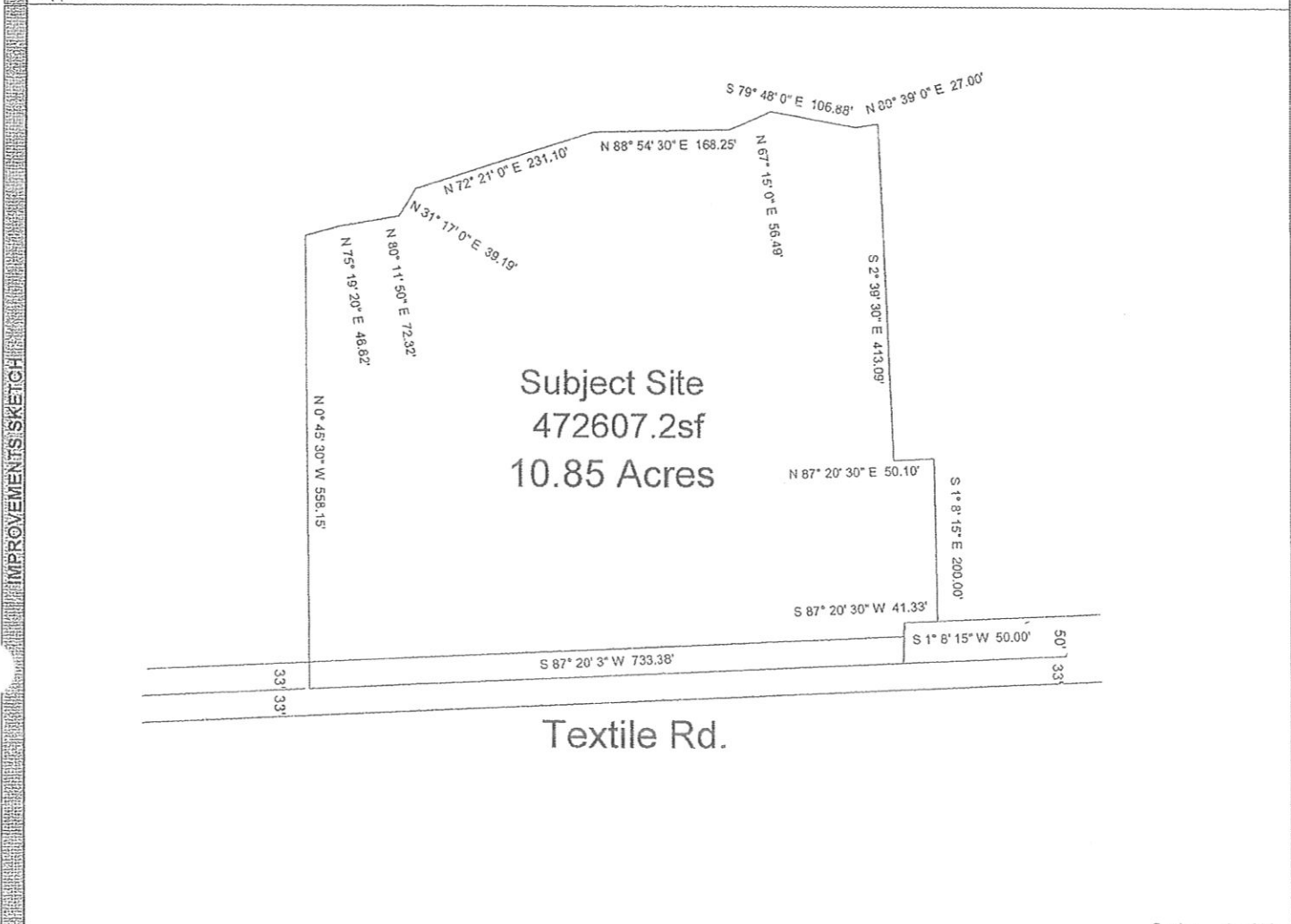
Subject Site  
 Beginning at a point of the Tract described by Metes and Bounds as follows:  
 THENCE North 1° 17' 0" West, a distance of 462.97 Feet;  
 THENCE North 75° 30' 0" East, a distance of 74.88 Feet;  
 THENCE South 84° 15' 0" East, a distance of 305.53 Feet;  
 THENCE North 75° 11' 0" East, a distance of 223.79 Feet;  
 THENCE South 1° 17' 0" East, a distance of 508.20 Feet;  
 THENCE South 89° 59' 8" West, a distance of 593.85 Feet to point of beginning;  
 Said tract containing 6.43 acres (280196.69 sf) of land, more or less.  
 Perimeter = 2169.22 Feet  
 No significant error of closure.

SURVEY DESCRIPTION

# SKETCH/AREA TABLE ADDENDUM

File No K-11-24-300-005

SUBJECT	Property Address	10049 TEXTILE RD						
	City	YPSILANTI	County	WASHTENAW	State	MI	Zip	48197
	Owner	CHARTER TWP OF YPSILANTI						
	Client							
	Appraiser Name							



Subject Site  
472607.2sf  
10.85 Acres

Textile Rd.

Scale: 1 = 200

SURVEY DESCRIPTION	Subject Site
	Beginning at a point of the Tract described by Metes and Bounds as follows:
	THENCE North 0° 45' 30" West, a distance of 558.15 Feet;
	THENCE North 75° 19' 20" East, a distance of 46.62 Feet;
	THENCE North 80° 11' 50" East, a distance of 72.32 Feet;
	THENCE North 31° 17' 0" East, a distance of 39.19 Feet;
	THENCE North 72° 21' 0" East, a distance of 231.10 Feet;
	THENCE North 88° 54' 30" East, a distance of 168.25 Feet;
	THENCE North 67° 15' 0" East, a distance of 56.49 Feet;
	THENCE South 79° 48' 0" East, a distance of 106.88 Feet;
THENCE North 80° 39' 0" East, a distance of 27.00 Feet;	
THENCE South 2° 39' 30" East, a distance of 413.09 Feet;	
THENCE North 87° 20' 30" East, a distance of 50.10 Feet;	
THENCE South 1° 8' 15" East, a distance of 200.00 Feet;	
THENCE South 87° 20' 30" West, a distance of 41.33 Feet;	
THENCE South 1° 8' 15" West, a distance of 50.00 Feet;	
THENCE South 87° 20' 3" West, a distance of 733.38 Feet to point of beginning;	
Said tract containing 10.85 acres (472607.18 sf) of land, more or less.	
Perimeter = 2793.90 Feet	
No significant error of closure.	

K -11-24-300-005

YP#24-12A-1: BEG AT SW COR OF SEC, TH N 0  
-45-30 W 558.15 FT IN W/L OF SEC, TH N  
75-19-20 E 46.62FT; TH N 80-11-50 E 72.32 FT;  
TH N 31-17-00 E 39.19 FT; TH N 72-21-00 E  
231.10 FT; TH N 88-54-30 E 168.25 FT; TH N  
67-15-00 E 56.49 FT; TH S 79-48-00 E 106.88  
FT; TH N 80-39-00 E 27.00 FT; TH S 2-39-30 E  
413.09 FT; TH N 87-20-30 E 50.10 FT; TH S  
1-08-15 E 200.00 FT; TH S 87-20-30 W 41.33  
FT; TH S 1-08-15 W 50.00 FT; TH S 87-20-30 W  
733.38 FT TO POB. BEING PART OF SW 1/4, SEC  
24, T3S-R7E, 10.85 AC.

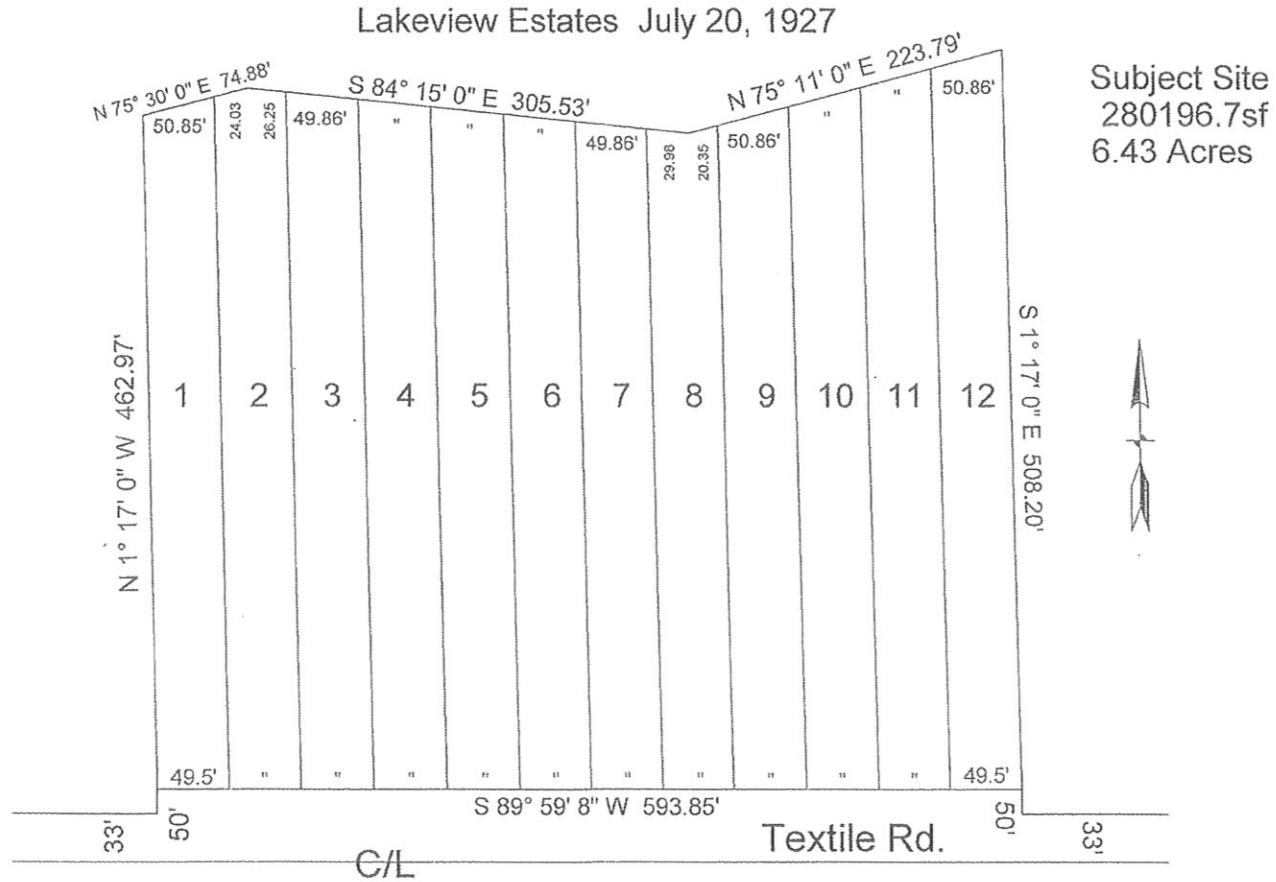


# SKETCH/AREA TABLE ADDENDUM

File No K -11-23-400-021

Property Address 9999 TEXTILE RD	
City YPSILANTI	County WASHTENAW State MI Zip 48197
Owner CHARTER TWP OF YPSILANTI	
Client	
Appraiser Name	

SUBJECT IMPROVEMENTS SKETCH SURVEY DESCRIPTION



Scale: 1 = 125

Subject Site  
 Beginning at a point of the Tract described by Metes and Bounds as follows:  
 THENCE North 1° 17' 0" West, a distance of 462.97 Feet;  
 THENCE North 75° 30' 0" East, a distance of 74.88 Feet;  
 THENCE South 84° 15' 0" East, a distance of 305.53 Feet;  
 THENCE North 75° 11' 0" East, a distance of 223.79 Feet;  
 THENCE South 1° 17' 0" East, a distance of 508.20 Feet;  
 THENCE South 89° 59' 8" West, a distance of 593.85 Feet to point of beginning;  
 Said tract containing 6.43 acres (280196.69 sf) of land, more or less.  
 Perimeter = 2169.22 Feet  
 No significant error of closure.

# SKETCH/AREA TABLE ADDENDUM

File No K-11-24-300-005

Property Address 10049 TEXTILE RD

City YPSILANTI

County WASHTENAW

State MI

Zip 48197

Owner CHARTER TWP OF YPSILANTI

Client

Appraiser Name



Scale: 1 = 200

## Subject Site

Beginning at a point of the Tract described by Metes and Bounds as follows:

- THENCE North 0° 45' 30" West, a distance of 558.15 Feet;
- THENCE North 75° 19' 20" East, a distance of 46.62 Feet;
- THENCE North 80° 11' 50" East, a distance of 72.32 Feet;
- THENCE North 31° 17' 0" East, a distance of 39.19 Feet;
- THENCE North 72° 21' 0" East, a distance of 231.10 Feet;
- THENCE North 88° 54' 30" East, a distance of 168.25 Feet;
- THENCE North 67° 15' 0" East, a distance of 56.49 Feet;
- THENCE South 79° 48' 0" East, a distance of 106.88 Feet;
- THENCE North 80° 39' 0" East, a distance of 27.00 Feet;
- THENCE South 2° 39' 30" East, a distance of 413.09 Feet;
- THENCE North 87° 20' 30" East, a distance of 50.10 Feet;
- THENCE South 1° 8' 15" East, a distance of 200.00 Feet;
- THENCE South 87° 20' 30" West, a distance of 41.33 Feet;
- THENCE South 1° 8' 15" West, a distance of 50.00 Feet;
- THENCE South 87° 20' 3" West, a distance of 733.38 Feet to point of beginning;

Said tract containing 10.85 acres (472607.18 sf) of land, more or less.

Perimeter = 2793.90 Feet

No significant error of closure.

K -11-24-300-005

YP#24-12A-1: BEG AT SW COR OF SEC, TH N 0  
-45-30 W 558.15 FT IN W/L OF SEC, TH N  
75-19-20 E 46.62FT; TH N 80-11-50 E 72.32 FT;  
TH N 31-17-00 E 39.19 FT; TH N 72-21-00 E  
231.10 FT; TH N 88-54-30 E 168.25 FT; TH N  
67-15-00 E 56.49 FT; TH S 79-48-00 E 106.88  
FT; TH N 80-39-00 E 27.00 FT; TH S 2-39-30 E  
413.09 FT; TH N 87-20-30 E 50.10 FT; TH S  
1-08-15 E 200.00 FT; TH S 87-20-30 W 41.33  
FT; TH S 1-08-15 W 50.00 FT; TH S 87-20-30 W  
733.38 FT TO POB. BEING PART OF SW 1/4, SEC  
24, T3S-R7E, 10.85 AC.



Office (734) 544-4225  
Fire Chief (734) 544-4110  
Fire Marshal (734) 544-4107  
Fax (734) 544-4195

**FIRE DEPARTMENT**  
**222 SOUTH FORD BOULEVARD**  
**YPSILANTI, MICHIGAN 48198-6067**

---

## MEMORANDUM

**To:** Charter Township of Ypsilanti Supervisor and Trustees

**From:** Ypsilanti Township Fire Chief Eric Copeland

**Date:** February 11, 2015

**Subject:** Authorization to approve the 2015 Maintenance Contract for Outdoor Warning Sirens With West Shore Services, Inc. in the amount of \$4,800.00 budgeted in line item 206-206.000-933.001 MAINTENANCE CONTRACTS for the servicing of 12 Outdoor Warning Sirens located in Ypsilanti Township.

Attached is West Shore Services, Inc. Agreement for Inspection and Annual Preventive Maintenance for Outdoor Warning Equipment sites in Ypsilanti Township. Currently there are 12 sites within Ypsilanti Township including the 2014 additions located at: #11) Munger Road between Osprey Dr. and Whimbrel Ct, and #12) McCartney Road between State St. and Cedarcliff Ave. providing over 90% coverage area.

This agreement covers the visual inspection, routine servicing, testing and adjustments on both AC & DC system types of Outdoor Warning Sirens and complies with the agreement between Washtenaw County and Ypsilanti Township for annual maintenance charges (ARTICLE I – SCOPE). To my knowledge West Shore Services, Inc. has been the sole provider of the siren maintenance, servicing and installation of outdoor sirens. Furthermore the annual costs are budgeted in the 2015 FIRE FUND line-item 206-206.000-933.001 MAINTENANCE CONTRACTS.



## **West Shore Services, Inc. Warning Systems Division**

6620 Lake Michigan Drive • P.O. Box 188 • Allendale, MI • 49401  
800.632.6184 • 616.895.4347 • Fax: 616.895.7158 • [WWW.WESTSHOREFIRE.COM](http://WWW.WESTSHOREFIRE.COM)  
**24/7 Emergency Service Number: 616.242.6745**

### **Agreement for Inspection and Annual Preventative Maintenance For Outdoor Warning Equipment**

**Initiation Date: 2015**

The following is an Annual Preventative Maintenance Agreement between West Shore Services, Inc. (WSS) and Charter Twp. of Ypsilanti Fire Dept. (customer). The agreement covers annual inspection and preventative maintenance only for the siren(s) and associated controls listed on *Attachment A*.

New sirens added to the customer's system will automatically be added to *Attachment A* the year following the installation, unless the customer notifies WSS otherwise.

This agreement will renew annually unless either party gives notification of intent to amend or discontinue at least 30 days prior to the annual renewal date. The following work is included under this agreement:

1. Annual inspection and testing of each remote siren site including the following:

**Visual Inspection of:**

- Grounding system(s) and junctions
- AC Service, Disconnect, Fuses and Breakers
- Utility Pole (Condition and Level)
- Conduits and weather seals
- Electrical connections and junctions
- AC Surge Protection
- Cabinets, Housings and Coated Surfaces

**Inspect and Service:**

- Grease and Transmission Fluid Levels
- Belts, Gears and Clutch Tension
- Motors and Collector Bushings
- High Current Relay(s)/Contactor(s)

**Test and Adjust:**

- RF Controller and Radio Communications Integrity(If so equipped)
- Antenna System
- Current Sensors (If so equipped)
- Rotation Transmission Inspection/Testing

**Inspect and Test on DC systems: (If so equipped)**

- Transformer Rectifier
- DC Chargers, Regulator settings and Limiting Circuit(s)
- Batteries

2. All labor, material, equipment use and travel expenses required to complete the annual inspection and preventative maintenance work.
3. Any needed repairs that are discovered during the inspection and preventative maintenance process that take less than fifteen (15) minutes and require less than ten dollars (\$10.00) worth of parts, will be completed at the time we are on site at no additional charge. Repairs that exceed these parameters are not covered under this agreement and an estimate to complete any additional repairs will be submitted for customer approval prior to completing the work.
4. A completed copy of each site inspection report will be forwarded for customer's records.
5. Recommendations for any additional repairs or upgrades including a cost estimate to complete the work.
6. Battery Replacement Program: This agreement includes battery replacement every four years for AC/DC systems during annual preventative maintenance process. For existing systems, the cost for batteries, miscellaneous material and labor will be prorated by the number of years left before the next scheduled battery replacement.

This siren system has the following equipment type and number of sites:

The number of Federal 2001 Outdoor Warning Sites: (12) at \$400.00 per site annually is \$4800.00

Total Annual Cost for this agreement is: \$4800.00

**Payment**

Payment for work completed under this agreement is due 30 days from the time you have received an invoice showing that the annual inspection and preventative maintenance work has been completed. Customer copies of the site inspection reports will be forwarded with the invoice.

This agreement has an initiation date of: 2015

For: West Shore Services, Inc.

For: Charter Twp. of Ypsilanti Fire Dept.

Printed Name:

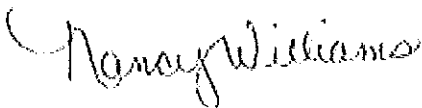
Printed Name:

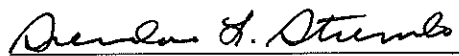
Nancy Williams-Service Coordinator

Brenda Stumbo-Ypsilanti Twp. Supervisor

Signature

Signature





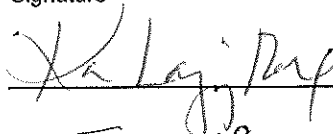
Signed: Feb. 11<sup>th</sup>, 2015

Signed February 18 2015

Printed Name:

Karen Lovejoy Roe-Ypsilanti Twp. Clerk

Signature



Signed February 18, 2015

## Appendix A – Siren Site List

### For Inspection and Annual Preventative Maintenance Agreement

Municipality: Charter Twp of Ypsilanti

Initiation Date: 2015

SITE	STREET ADDRESS	LOCATION DESCRIPTION	BRAND	MODEL	MOUNT
001	Ellsworth Road West of Fairway Trails entrance to Apt. Complex	N42.230651 W83.649165	Federal	2001-SRNB	Pole
002	54 Wiard Street NE Corner of Wiard and Michigan Ave	N42.251315 W83.563520	Federal	2001-SRNB	Pole
003	Share Ave SW corner of Harris Rd and I-94 behind Party Store	N42.230576 W83.583448	Federal	2001-SRNB	Pole
004	Textile Road West of Bunton Road at Lakeside Park	N42.202968 W83.564263	Federal	2001-SRNB	Pole
005	8184 Huron River East of Indian Trail	N42.210997 W83.598572	Federal	2001-SRNB	Pole
006	6929 Merrit and Hitchingham Road at the Pump Station	N42.187570 W83.621914	Federal	2001-SRNB	Pole
007	Huron Road South of I-94 at the entrance of the park and ride	N42.22533 W83.617443	Federal	2001-SRNB	Pole
008	5754 Textile Road North side of Textile just East of Ellis	N42.201920 W83.644379	Federal	2001-SRNB	Pole
009	Merritt Road 1/4 Mile West of Tuttle	N42.188395 W83.586443	Federal	2001-SRNB	Pole
010	Corner of Martz and McKean Roads NE corner near bean field	N42.181529 W83.552072	Federal	2001-SRNB	Pole
011	Munger Road Between Osprey Dr. and Whimbrel Court	N42.182300 W83.659316	Federal	2001-130	Pole
012	McCartney Road Between State Street and Cedarcliff Ave	N42.225190 83.563030	Federal	2001-130	Pole