

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 21, 2015 REGULAR MEETING**

Supervisor Stumbo, called the meeting to order at approximately 7:04 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 and Mike Martin

Members Absent: Trustees Jean Hall Currie and Scott Martin

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

State Representative David Rutledge, District 54 provided information regarding Proposal 1. He explained the Proposal was a political compromise in an effort to raise 1.2 to 1.3 billion dollars of new revenue on an annual basis to bring the roads up to a good standard. He stated the current gas tax of 19 cents per gallon had not been changed since 1996 and that was coupled with a 6 cent sales tax. He reported he had always advocated that the sales tax be taken off gasoline, which Governor Snyder agreed. He stated Proposal 1 would remove the sales tax from gasoline and at that point, gasoline would be taxed at the wholesale level on a percentage basis instead of the 19 cents per gallon. He explained there were problems with the removal of the 6 cent sales tax because 4 cents of that went to the schools and the other 2 cents went to local units of government in the form of revenue sharing. He said in the simplest form, the 1 cent sales tax increase would replace the revenue being lost to the School Aid Fund and local units of government.

Supervisor Stumbo asked if the 1 cent would go toward fixing the roads and Mr. Rutledge stated it would not.

Mr. Rutledge stated if Proposal 1 does not pass there would be certain pieces of legislation that had already been passed that would die, such as Earned Income Tax Credit, the built in depreciation on the your car registration, additional fines for overweight trucks, and finally when a contractor built a road, it must be guaranteed for the expected life and the School Aid Fund, would be guaranteed to be used for schools, specifically pre-school through community college.

Trustee Mike Martin asked how would the savings, off set by the lower gas tax, implicate the additional 1% sales tax for the average Michigan resident.

Mr. Rutledge stated he never said money would be saved on gas, the whole idea was to get new revenue and the percentage would ultimately be an increase onto your gasoline, but you will not notice it much because you will no longer be paying sales tax on that gasoline.

Treasurer Doe stated the bottom line was we would pay more for gas and asked how much the colleges received from the educational fund and was told it totaled about 200 million. Treasurer Doe said if 21 hours was spent on hashing out this proposal, it was a waste of the taxpayer's money, in his opinion.

Mr. Rudledge stated if you think the roads need to be fixed, there has to be an additional revenue source and if you think everything that you are paying at the pump is going for the roads, you are wrong and that is the piece they are trying to correct.

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Treasurer Doe asked how much would have to be added to a gallon of gas to raise 1.2 billion dollars designated to roads.

Representative Rutledge stated it would be between 38 and 41 cents. He said if Proposal 1 failed he would request a bill that would keep the current status quo, (keeping the 6 cent sales tax), but add a 5 cent tax per gallon of gas every year for the next three years, which would be a total of at 15 cents by the third year. He explained the schools would be able to keep the money allocated to them. Mr. Rutledge compared Ohio's rate of taxes for roads was 28 cents to Michigan's 19 cents per gallon and said we could see a difference in their roads compared to ours.

Clerk Lovejoy Roe stated if it was just a 1 cent sales tax increase for the roads, exclusively, she did not think there would be any problem with a proposal passing.

Trustee Mike Martin asked if the State of Michigan had a Surplus Fund at this time.

Representative Rutledge reported it was called the Rainy Day Fund but the current budget was in trouble since the revenue had been overestimated.

Trustee Mike Martin asked if Governor Snyder and the State Legislature had cut the taxes for business by 1.8 billion dollars and was that what we were trying to recover.

Representative Rutledge responded it was not the same stream of dollars, we were talking about new revenue, not replacing something that used to exist. He explained of the 6 cent sales tax, 4 cents went to schools and 2 cents went to revenue sharing, and that was the only part there was an effort to make up.

Discussion followed on the Proposal with suggestions of just keeping things whole, as they currently exist.

Supervisor Stumbo stated she agreed with the principle of Guaranteed Warranty, but said it would tremendously increase the cost for roads.

Representative Rutledge agreed and presented some ways the contractors could go about implementing the Guaranteed Warranty for 10 to 15 years.

Supervisor Stumbo agreed with Clerk Lovejoy Roe regarding the 1 cent sales tax increase being the best approach. She voiced her opinion that the Proposal should have been worded differently.

Arloa Kaiser, Township Resident voiced her opinion that our legislators and MDOT should be held accountable because they are building new roads instead of maintaining our current roads. She agreed with the Board that just taking the 1 cent for roads and not special interests would be the best option.

CONSENT AGENDA

A. MINUTES OF THE APRIL 7, 2015 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS IN THE AMOUNT OF \$904,196.13**
- 2. CHOICE HEALTH CARE ADMIN FEE FOR JANUARY AND FEBRUARY IN THE AMOUNT OF \$2,587.50**

C. MARCH 2015 TREASURER REPORT

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve the Consent Agenda. The motion carried unanimously.

SUPERVISOR REPORT

- 4/8/15 Met with MDOT Engineer regarding US-23 project
- Met with EMU graduate student
- Met with Karen Roe, Larry Doe, Jeff Allen, Joe Lawson and Michael Saranen regarding Tyler Pond funding
- Attended Ranches of Rosebrook NHW meeting
- Attended Thurston NHW meeting
- 4/9/15 Attended weekly development team meeting
- 4/10/15 Met with Commander Marlene Radzik and Mike Radzik regarding summer initiatives
- 4/13/15 Met with Dr. Joh Kang regarding RACER Trust storm water management
- Larry Doe and I attended weekly police meeting
- Attended YCUA Personnel Committee meeting
- 4/14/15 Attended SPARK Public Sector Committee meeting
- 4/15/15 Attended WATS Policy meeting
- Karen Roe, Larry Doe and I attended department head meeting
- Met with Firefighters Michael Helisek and Michael Houghton
- 4/16/15 Larry Doe and I attended weekly development team meeting
- Met with Cynthia Stump of ITC
- Carly Willis and I met with Allegra Printing regarding the Helpful Handbook
- Attended Manufactured Homes NHW meeting
- 4/17/15 Met with Pastor Crout and Ronnie Peterson regarding potential development of church property
- Met with Kirk Profit and Sean Brosnan regarding Willow Run Airport
- On site visit to Harris Road Park with Carl Girbach

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4/20/15 Larry Doe and I attended weekly police meeting

Attended West Willow Neighborhood Association meeting, Sheriff Clayton was speaker

4/21/15 Homefront Victory Celebration committee meeting

CLERK REPORT

- **TUESDAY, MAY 5, 2015 STATEWIDE BALLOT PROPOSAL ELECTION-** Election preparations are well underway. All the electronic poll book inspectors have attended training, along with many of the Chairpersons and Co-Chairpersons. The Clerk's office along with all Clerk's offices in the State of Michigan will be open on Saturday, May 5, 2015 for absentee voting. Residents can call 734.484.4700 or email klovejoyroe@ytown.org to request an absentee ballot application and to request being placed on the permanent absentee ballot list. Maintenance has been performed on all the tabulators. Training was conducted with the lead Chairperson working on the Absentee Counting Board and training is being planned for all precinct Chairpersons also. The Election Commission held a meeting on Tuesday, March 17, 2015 and approved the list of inspectors for the election along with approving the establishment of an absentee count board for the May 5, 2015 election.
- **WASHTENAW URBAN COUNTY EXECUTIVE COMMITTEE-** Clerk Lovejoy Roe and Supervisor Stumbo attended the March 24, 2015 Urban County Executive Committee (UCEC) Meeting. The fiscal year 2015 Action Plan for both HOME Funds and CDBG Funds was approved. Plans approved for HOME Funds for 2015 included awarding the Ypsilanti-Washtenaw Housing Corporation-Rental Development-Parkridge Homes \$500,000 in 2015 HOME Funds. This is in addition to the \$415,000 awarded in 2014 for a total of \$915,000 in HOME Funds for this project. It is a demolition project and new construction of 86 units in duplex and townhome configurations and a new on-site community center. The approved action plan also included awarding to Habitat for Humanity of Huron Valley funds to support 15 household units for a two year award of \$201,500. Avalon Housing-Rental Rehabilitation-Arbordale Apartments will receive \$415,000 of funds from 2013, 2014, and 2015 HOME Fund allocations. Public Hearings were held on the DRAFT FY2015 Action Plan and FY 2013 and FY2014 Substantial Amendments. Plans are available on the Washtenaw County website, ewashtenaw.org and the dates/times for hearings were listed on the website.
- **DOCUMENT MANGEMENT AND SCANNING OF MATERIAL-** Graphic Sciences has now completed the scanning and digitalization of all township board meeting minutes as approved by the township board. This is a very large task and it is exciting to have the minutes now available on the shared drive for all township employees. The minutes are on the server for research. The plans are to make these minutes available to the public also in the future. The next step in the digitalization of township records included the Resolutions and Ordinances followed by the Planning Commission and Zoning Board meeting minutes. It is a large task but progress is being made. If there are no more elections scheduled for 2015 the Clerk's office will be able to focus on this project and digitalize even more of the permanent records to both preservation and ease of obtaining information in 2015.
- **WASHTENAW COUNTY CLERK'S MEETING-**Clerk Lovejoy Roe, Deputy Clerk Lisa Garrett and Election's Coordinator Angela Robinson attended the county wide Clerks meeting on Wednesday March 25, 2015 at Saline City Hall. The meeting was very well attended and information was shared amongst the Clerk's. A presentation was made by Washtenaw County Clerk's office and information was provided regarding the Tuesday, May 5, 2015 election.

- **PACE CENTER** –Supervisor Stumbo and Clerk Lovejoy Roe visited a new facility available for seniors. The facility is located in Ypsilanti Township on Elsworth Rd. This is a full service day center that is open daily. It offers medical and dental care, a variety of activities, physical and occupational therapy and transportation to and from your home to the center. Medicaid is accepted at the center.
- **WILLOW RUN GM CLEANUP AND ECONOMIC FUTURE OF RACER PROPERTY**-Ypsilanti Township elected officials and the attorney continue to work together with RACER and Walbridge to support the final sale of the property to Walbridge. All parties are working together on a Development Agreement between Ypsilanti Township and Walbridge regarding the future plans for the property. A development agreement will be coming to the Township Board for approval in the near future. Yankee Air Museum will also be on the township board agenda for a rezoning request and approval on Stage I preliminary site plan on Tuesday, April 21, 2015. This request has been approved by the Planning Commission on March 24, 2015 for recommendation to the Township Board.
- **NEIGHBORHOOD WATCH MEETINGS**-Clerk Lovejoy Roe attended the Appleridge Neighborhood Watch meeting on Monday, April 13, 2015 and the Holmes Road Neighborhood Watch meeting on Tuesday, April 14, 2015. Both meetings included reports by residents of the problems with rental properties in the neighborhoods. Several addresses were reported with a variety of problems that were all rentals that the Sheriff's Department agreed to follow up on. Information was provided on the startup of the chipping program and brush pickup for the current season.

TREASURER REPORT

Treasurer Doe stated there was no report.

TRUSTEE REPORT

No report.

ATTORNEY REPORT

Supervisor Stumbo stated the Attorney Report was given in the Work Session.

NEW BUSINESS

1. BUDGET AMENDMENT #6

Clerk Lovejoy Roe read Budget Amendment #6 into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #6 (see attached).

Clerk Lovejoy Roe provided a brief explanation of the items within the Amendment.

The motion carried unanimously.

2. RESOLUTION NO. 2015-8, APPROVING SRF CONTRACT FOR YCUA WASTEWATER SYSTEM BONDS (SRF – PROJECT NO. 5617-01) FOR WASTEWATER SYSTEM IMPROVEMENTS CONSISTING OF A NEW BRIDGE OVER TYLER POND AND REPLACEMENT OF PUMPS AND PIPING IN AN AMOUNT NOT TO EXCEED \$1,800,000.00

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve SRF Contract for YCUA Wastewater System Bonds (SRF – PROJECT NO. 5617-01) for Wastewater System Improvements consisting of a new bridge over Tyler Pond and replacement of pumps and piping in an amount not to exceed \$1,800,000.00 (see attached).

Tom Colis, Attorney for Miller Canfield representing Ypsilanti Township and YCUA, provided a brief overview of the bond process for the contract.

The motion carried unanimously.

- 3. REQUEST FOR YPSILANTI TOWNSHIP BOARD SUPPORT FOR SINGLE CONSTRUCTION CONTRACT FOR TYLER POND TRESTLE REPLACEMENT AND TYLER DAM MODIFICATIONS TO BE ADMINISTERED BY THE YPSILANTI COMMUNITY UTILITY AUTHORITY TO INCLUDE SRF ELIGIBLE (YCUA FUNDED) AND INELIGIBLE (TOWNSHIP FUNDED) CATEGORIES OF WORK TO BE BUDGETED IN 2016**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve request for Ypsilanti Township Board support for Single Construction Contract for Tyler Pond Trestle Replacement and Tyler Dam Modifications to be administered by the Ypsilanti Community Utility Authority to include SRF Eligible (YCUA Funded) and Ineligible (Township Funded) Categories of work to be budgeted in 2016.

Supervisor Stumbo stated this project went hand in hand with Agenda Item #2.

Michael Saranen, Hydro Station Manager stated this would not be done until 2016.

Mr. Saranen explained YCUA needed the commitment from the Township to take care of the dam safety side of the project.

The motion carried unanimously.

- 4. 1ST READING OF RESOLUTION NO. 2015-9, PROPOSED ORDINANCE NO. 2015-444, AN ORDINANCE TO AMEND ORDINANCE NO. 74, IN REFERENCE TO PARCEL K-11-12-100-007 LOCATED AT 1 LIBERATOR WAY FOR THE PD STAGE 1 PRELIMINARY SITE PLAN AND REZONING FROM I-C INDUSTRIAL COMMERCIAL TO PD PLANNED DEVELOPMENT TO PERMIT THE ESTABLISHMENT OF THE YANKEE AIR MUSEUM WITHIN A 147,395 SQUARE FOOT PORTION OF THE FORMER GM POWER TRAIN/WILLOW RUN BOMBER PLANT WITH CONDITIONS SET FORTH BY THE PLANNING COMMISSION AT THEIR MARCH 24, 2015 MEETING**

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the 1st Reading of Resolution No. 2015-9, Proposed Ordinance No. 2015-444, an Ordinance to amend Ordinance No. 74, in reference to Parcel K-11-12-100-007 located at 1 Liberator Way for the PD Stage 1 Preliminary Site Plan and rezoning from I-C Industrial Commercial to PD Planned Development to permit the establishment of the Yankee Air Museum within a 147,395 square foot portion of the former GM Power Train/Willow Rum Bomber Plant with conditions set forth by the Planning Commission at their March 24, 2015 meeting (see attached).

Supervisor Stumbo asked if the staff recommendations needed to be included in the motion given at the Planning Commission.

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Joe Lawson provided clarification regarding the rezoning process, which would take place at the 2nd Reading of PD Stage 1, because the site plan could not be approved without the rezoning. He explained PD Stage 2 would take care of all the engineering issues, final site plan and Development Agreement. Joe Lawson stated the site plan that had been presented to the Board and the Planning Commission at this point was the Conceptual Site Plan, which realistically suggested the use and the conceptual layout as well as the rezoning. Clerk Lovejoy Roe stated she thought we needed a Preliminary Development Agreement, which Joe Lawson stated that had already been approved.

Attorney Winters asked if the Draft Development Agreement dates would be filled in before the second reading and Joe Lawson stated he would get in touch with Dennis Norton to complete those dates.

Supervisor Stumbo stated the Township had not completed a Development Agreement and a PD Rezoning in eight years so they just wanted to make sure everything was technically correct.

The motion as follows:

**Eldridge: Yes Stumbo: Yes Roe: Yes Doe: Yes
Mike Martin: Yes**

- 5. 1st READING OF RESOLUTION NO. 2015-10, PROPOSED ORDINANCE NO. 2015-445, AN ORDINANCE TO AMEND ORDINANCE NO. 74, TO REZONE PARCEL K-11-02-275-022 LOCATED AT 1735 HOLMES RD FROM B-3, GENERAL BUSINESS TO IRO, INDUSTRIAL, RESEARCH AND OFFICE AND ALSO TO REZONE PARCELS K-11-02-275-009, K-11-02-275-010, K-11-02-275-011 AND K-11-02-275-016 FROM RM-2, MULTI FAMILY RESIDENTIAL TO IRO, INDUSTRIAL, RESEARCH AND OFFICE**

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve 1st Reading of Resolution No. 2015-10, proposed Ordinance No. 2015-445, an Ordinance to amend Ordinance No. 74, to rezone parcel K-11-02-275-022 located at 1735 Holmes Rd. from B-3, General Business to IRO, Industrial, Research and Office and also to rezone parcels K-11-02-275-009, K-11-02-275-010, K-11-02-275-011 AND K-11-02-275-016 from RM-2, Multi Family Residential to IRO, Industrial, Research and Office (see attached).

Ken Cousino, Engineering Technologies explained he was representing the rezoning request with the owner, Abhinand Lath, the owner of Sensitile and his counsel, Peter Long. He stated the facility had been in full operation four years and the purpose of the expansion was mostly for shipping and handling. He stated Mr. Lath had a Purchase Agreement on the neighboring properties so the rezoning was consistent with the use already existing.

Supervisor Stumbo asked if any new additional jobs would be created with this expansion.

Mr. Cousino stated the shipping area was just cramped and needed to expand since the business had increased and there were 27 current employees.

Attorney Winters agreed everything was in proper form.

The motion carried as follows:

**Eldridge: Yes Stumbo: Yes Roe: Yes Doe: Yes
Mike Martin: Yes**

6. 1st READING OF RESOLUTION NO. 2015-11, PROPOSED ORDINANCE NO. 2015-446, AN ORDINANCE TO AMEND ORDINANCE NO. 74 SO AS TO REPEAL CURRENT EXISTING SECTION 2109 "SIGNS" IN IT'S ENTIRETY AND REPLACE WITH A NEW SECTION 2109 "SIGNS"

Clerk Lovejoy Roe read the Resolution into the record with the exception of deletion of Section 5, change the 28 allowed billboards text to 20 and changes as outlined, after research by Planning Director Joe Lawson to move the 20% allowable window signs to 0% with the exception of allowing business signs, hours of operation and address, and look at a way to provide incentives for billboard owners to reduce number of sign faces in order to receive a digital sign.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve the 1st Reading of Resolution NO. 2015-11, proposed Ordinance No. 2015-446, an Ordinance to amend Ordinance No. 74 so as to repeal current existing Section 2109 "Signs" in it's entirety and replace with a new Section 2109 "Signs" with the following additions and changes:

- **Remove Section 5 "Political Campaign Signs"**
- **Change the number of billboard faces allowed back to twenty (the number of faces allowed in the current ordinance)**
- **Research method to encourage the reduction of billboard faces in exchange for electronic signs**
- **Research is requested on signs as window coverings. Ordinance currently reads no more than 20% of the window may be covered. Interest was in lowering the percentage to 0% and only allowing business's to show their name or logo and hours of operation (see attached).**

The motion carried as follows:

**Eldridge: Yes Stumbo: Yes Roe: Yes Doe: Yes
Mike Martin: Yes**

7. RESOLUTION NO. 2015-12, CALVARY CHRISTIAN ACADEMY ROAD CLOSURE REQUEST

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2015-12, Calvary Christian Academy Road Closure request (see attached). The motion carried unanimously.

8. REQUEST OF THE WASHTENAW AREA TRANSPORTATION STUDY (WATS) FOR SUPPORT OF A TRANSPORTATION ALTERNATIVES GRANT (TAP) FOR THE CONSTRUCTION OF A NON-MOTORIZED CONNECTION ON THE HURON STREET BRIDGE OVER I-94 BETWEEN THE CHARTER TOWNSHIP OF YPSILANTI AND THE CITY OF YPSILANTI AND A COMMITMENT OF LOCAL MATCHING FUNDS IN THE AMOUNT OF \$15,000.00 TO BE BUDGETED WHEN GRANT IS RECEIVED

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Washtenaw Area Transportation Study (WATS) for support of a Transportation Alternatives Grant (TAP) for the construction of a non-motorized connection on the Huron Street Bridge over I-94 between the Charter Township of Ypsilanti and the City of Ypsilanti and a commitment of Local Matching Funds in the amount of \$15,000.00 to be budgeted when Grant is received. The motion carried unanimously.

9. REQUEST OF NEXUS GAS TRANSMISSION TO HAVE GEOTECHNICAL AND GEOPHYSICAL ACCESS AND TESTING PERMISSION FOR PARCEL #K-11-24-300-001

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve request of NEXUS Gas Transmission to have geotechnical and geophysical access and testing permission for Parcel #K-11-24-300-001. The motion carried unanimously.

10. REQUEST FOR APPROVAL OF FACILITY USAGE AGREEMENT DATED APRIL 1, 2015 TO AUGUST 30, 2020 BETWEEN THE YPSILANTI NATIONAL LITTLE LEAGUE AND THE CHARTER TOWNSHIP OF YPSILANTI AND AUTHORIZATION TO SIGN THE AGREEMENT

A motion was made Trustee Mike Martin, supported by Trustee Eldridge to approve Facility Usage Agreement dated April 1, 2015 to August 30, 2020 between the Ypsilanti National Little League and the Charter Township of Ypsilanti and authorization to sign agreement (see attached).

Clerk Lovejoy Roe asked Attorney Winters if the Certificate of Liability Insurance was in order and he stated he had reviewed it and it was in proper form.

Supervisor Stumbo thanked Trustees Eldridge, Mike Martin and Scott Martin, as well as Jeff Allen for working to get this agreement realized, and explained the agreement would be in place for the next five years. Supervisor Stumbo also thanked Carl Girbach and his crew for an amazing job in getting the fields ready for opening day.

Shannon Grosshans, President of Ypsilanti National Little League thanked the Township Board and Park Commission Board for their support and work in getting ready for this season. She issued an invitation for everyone to attend the opening day ceremonies this Saturday, April 25, 2015 at 9:00 a.m.

The motion carried unanimously.

11. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE THE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 1028 ZEPHYR STREET, 7102 MISSION HILLS DRIVE, 147 LAMAY AVENUE, 5651 BIG PINE DRIVE, 392 FIRWOOD STREET, 793 N. FORD BOULEVARD, 958 ECORSE ROAD, 2380 HARDING AVENUE, 1349 HULL AND 196 FAIRHILLS IN THE AMOUNT OF \$50,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023

A motion was made by Trustee Mike Martin, supported by Clerk Lovejoy Roe to authorize to seek authorization to seek legal action if necessary to abate the public nuisance for properties located at 1028 Zephyr Street, 7102 Mission Hills Drive, 147 Lamay Avenue, 392 Firwood Street, 793 N. Ford Boulevard, 958 Ecorse Road, 2380 Harding Avenue, 1349 Hull and 196 Fairhills in the amount of \$45,000.00 budgeted in line item #101-950-000-801-023.

(5651 Big Pine Drive was not included in motion as discussed at the Work Session)

Supervisor Stumbo voiced her appreciation to the team handling the efforts to protect our neighborhoods for the work that had already been done and for their continued vigilance for neighborhood stabilization. Supervisor Stumbo also reported the foreclosure rate had gone from 10 – 15 down to 2 -3 a week.

The motion carried unanimously.

- 12. SET PUBLIC HEARING DATE OF TUESDAY, MAY 19, 2015 AT APPROXIMATELY 7:00 PM TO HEAR REQUEST OF BLACKMORE CO., INC., LOCATED AT 10815 BLACKMORE DR., BELLEVILLE FOR AN INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to set public hearing dated of Tuesday, May 19, 2015 at approximately 7:00 PM to hear request of Blackmore Co., Inc., located at 10815 Blackmore Dr., Belleville for an Industrial Facilities Tax Exemption Certificate. The motion carried unanimously.

- 13. REQUEST FOR AUTHORIZATION TO SIGN PURCHASE AGREEMENT WITH DTE FOR PURCHASE OF ONE (1) FED 65 WATT BLACK AUTOBAHN LED ON A 17'6" CODE 48 ARM ON EXISTING WOOD POLE AND TO CONVERT ONE (1) OVERHEAD FED 175 WATT MERCURY VAPOR COBRA HEAD LIGHT TO 65 WATT BLACK AUTOBAHN LED IN THE AMOUNT OF \$1,115.76 TO BE LOCATED AT PARKWOOD AND S. FORD BLVD., BUDGETED IN LINE ITEM #101-956-000-926-050**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to sign Purchase Agreement with DTE for purchase of one (1) FED 65 black Autobahn LED on a 17'6" Code 48 ARM on existing wood pole and to convert one (1) Overhead FED 175 Watt Mercury Vapor Cobra Head Light to 65 Watt black Autobahn LED in the amount of \$1,115.76 to be located at Parkwood and S. Ford Blvd., budgeted in line item # 101-956-000-926-050 (see attached). The motion carried unanimously.

Clerk Lovejoy Roe provided a brief explanation of the request.

AUTHORIZATIONS AND BIDS

- 1. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR, TO AWARD LOW BID FOR LAW ENFORCEMENT CENTER ROOF REPLACEMENT TO LUTZ ROOFING IN THE AMOUNT OF \$133,500 AND A CONTINGENCY AMOUNT OF \$6,500.00 FOR A TOTAL OF \$140,000.00 TO BE BUDGETED IN LINE ITEM #266-301-000-975-266**

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to award low bid for Law Enforcement Center Roof Replacement to Lutz Roofing in the amount of \$133,500 and a Contingency amount of \$6,500.00 for a total of \$140,000.00 to be budgeted in line item #266-301-000-975-266.

A friendly amendment was added that the request was contingent upon Attorney review of insurance. The friendly amendment was accepted by Treasurer Doe and Clerk Lovejoy Roe.

Supervisor Stumbo asked what the starting date of this project would be. Jeff Allen stated it would start approximately three weeks from today and would extend ten business days.

The motion carried unanimously.

ADJOURNMENT

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A motion was made by Treasurer Doe, supported by Trustee Eldridge to adjourn the meeting. The motion carried unanimously.

The meeting adjourned at approximately at 8:16 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 #6**

April 21, 2015

101 - GENERAL OPERATIONS FUND

Total Increase \$1,115.76

Increase street light construction line for 1 new and 1 conversion LED light at Parkwood & S Ford. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$1,115.76
		Net Revenues	<u>\$1,115.76</u>
Expenditures:	Street Light Construction	101-956-000-926.050	\$1,115.76
		Net Expenditures	<u>\$1,115.76</u>

266 - LAW ENFORCEMENT FUND

Total Increase \$150,000.00

Increase capital outlay for the Law Enforcement Center at Huron for Roofing needed to complete the building restoration project, not to exceed \$140,000 . This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Appropriation	266-000-000-699.000	\$140,000.00
		Net Revenues	<u>\$140,000.00</u>
Expenditures:	Capital Outlay - Huron Police Station	266-301-000-975.266	\$140,000.00
		Net Expenditures	<u>\$140,000.00</u>

Increase capital outlay for the Law Enforcement Center at Huron for Landscaping, not to exceed \$10,000 . This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Appropriation	266-000-000-699.000	\$10,000.00
		Net Revenues	<u>\$10,000.00</u>
Expenditures:	Capital Outlay - Huron Police Station	266-301-000-975.266	\$10,000.00
		Net Expenditures	<u>\$10,000.00</u>

Motion to Amend the 2015 Budget (#6):

Move to increase the General Fund budget by \$1,116 to \$8,669,042 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$150,000 to \$6,840,573 and approve the department line item changes as outlined.

RESOLUTION 2015-8
RESOLUTION APPROVING
CONTRACT AND AUTHORIZING
NOTICE
(Tyler Pond Trestle Replacement)

Charter Township of Ypsilanti
County of Washtenaw, State of Michigan

Minutes of a regular meeting of the Township Board (the "Governing Body") of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the "Local Unit"), held on the 21st day of April, 2015, at 7:00 o'clock p.m., prevailing Eastern Time.

PRESENT: Members: Supervisor Brenda Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge and Mike Martin

ABSENT: Members: Trustees Scott Martin and Jean Hall Currie

The following preamble and resolutions were offered by Member Clerk Karen Lovejoy Roe and supported by Member Trustee Stan Eldridge:

WHEREAS, it is necessary to acquire and construct certain wastewater system improvements, consisting of the construction of a new bridge over Tyler Pond to replace two existing timber trestles that carry gravity sewers and force main pipes, to serve the Local Unit (the "Improvements"); and

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

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

NOW, THEREFORE, BE IT RESOLVED, THAT:

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

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

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

AYES: Members: Supervisor Brenda Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe,
Trustees Stan Eldridge and Mike Martin

NAYS: Members: Zero

RESOLUTION DECLARED ADOPTED.



Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on April 21, 2015, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



Township Clerk

SRF CONTRACT

THIS SRF CONTRACT, dated as of August 1, 2015, by and between the YPSILANTI COMMUNITY UTILITIES AUTHORITY, a municipal authority and public body corporate of the State of Michigan (hereinafter referred to as the "Authority"), and the CHARTER TOWNSHIP OF YPSILANTI (hereinafter referred to as the "Local Unit") located in the County of Washtenaw, Michigan,

WITNESSETH:

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

WHEREAS, it is immediately necessary and imperative for the public health and welfare of the present and future residents of the Local Unit that certain wastewater system improvements in the Local Unit, consisting of the construction of a new bridge over Tyler Pond to replace two existing timber trestles that carry gravity sewers and force main pipes, to serve the Local Unit; and

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

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

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

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

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

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

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

SECTION 1. Approval of Improvements. The Authority and the Local Unit again approve the establishment of wastewater system improvements in the Local Unit under the provisions of Act 233, consisting of the replacement of pumps and piping associated with the retention basin discharge header

and improvements to the septage receiving station include installation of screening equipment and flow meters, to serve the Local Unit, as set forth in the plans prepared by the Consulting Engineers.

SECTION 2. Designation of System. The system referred to in Section 1 above is hereby designated as YPSILANTI COMMUNITY UTILITIES AUTHORITY WASTEWATER SYSTEM (Charter Township of Ypsilanti) (hereinafter sometimes referred to in this Contract as the "System").

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

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

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

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

SECTION 7. Acquisition and Construction of System by Authority; Local Unit Payment. The System shall be acquired and constructed by the Authority substantially in accordance with the plans and specifications therefor approved by this Contract. All matters relating to engineering plans and specifications, together with the making and letting of final construction contracts, the approval of work and materials thereunder, and construction supervision, shall be in the control of the Authority. All acquisition of sites and rights-of-way shall be done by the Authority. The Local Unit's share of the costs of such acquisition shall be paid from bond proceeds and, in addition any costs incurred by the Local Unit in connection with the acquisition or construction of the System, including engineering expenses, shall be promptly reimbursed to the Local Unit by the Authority from the proceeds of Authority bonds as described in Section 9 hereof.

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

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

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

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

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

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

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

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

The cost of the System to be financed with the issuance of one or more series of bonds of the Authority (\$1,800,000) shall be paid by the Local Unit to the Authority in annual installments (corresponding to principal payments on each series of the bonds on the next April 1st of each year) on March 15 of each year.

It is understood and agreed that the bonds of the Authority hereinbefore referred to will be issued

in anticipation of the above contractual obligation, with principal installments on April 1 of each year, commencing with the year 2016, or such other year as determined at the time the bonds are sold to the Michigan Finance Authority, corresponding to the principal amount of the above installments, and the Local Unit shall also pay to the Authority in addition to said principal installments, on March 15 and September 15 of each year, commencing on September 15, 2015, as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest, not to exceed two and one-half percent (2.50%) per annum, due on the next succeeding interest payment date (April 1 and October 1, respectively), on the installment portions of said bonds of the Authority from time to time outstanding. From time to time as other costs and expenses accrue to the Authority from handling of the payments made by the Local Unit, or from other actions taken in connection with the System, the Authority shall notify the Local Unit of the amount of such fees and other costs and expenses, and the Local Unit shall, within thirty (30) days from such notification, remit to the Authority sufficient funds to meet such fees and other costs and expenses. The principal payment date may be adjusted to October 1 at the time the bonds are sold to the Michigan Finance Authority but shall be payable in not more than twenty annual installments.

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

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

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

SECTION 11. Local Unit Limited Tax Full Faith and Credit Pledge. The Local Unit, pursuant to the authorization contained in Act 233, hereby irrevocably pledges its limited tax full faith and credit for the prompt and timely payment of its obligations pledged for bond payments as expressed in this Contract, and shall each year, commencing with the fiscal year commencing January 1, 2013, set aside sufficient general fund moneys to make the payments, and, if necessary, levy an ad valorem tax on all the taxable property in the Local Unit, subject to applicable constitutional and statutory tax rate limitations, in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Contract becoming due before the time of the following year's tax collections. Nothing herein contained shall be construed to prevent the Local Unit from using any, or any combination of, means and methods provided in Section 7 of Act 233, as now or hereafter amended, including revenues derived from user charges or special assessments, for the purpose

of providing funds to meet its obligations under this Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

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

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

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

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

SECTION 16. Additional Bonds. If the proceeds of the sale of the bonds to be issued by the Authority are for any reason insufficient to complete the Local Unit's share of the cost of the System, the Authority shall automatically be authorized to issue additional bonds in an aggregate principal amount sufficient to pay the Local Unit's share of completing the System and to increase the annual payments required to be made by the Local Unit in an amount so that the total payments required to be

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

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

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

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

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

SECTION 21. Indemnification. The parties hereto hereby expressly agree that the Authority shall not be liable for and the Local Unit shall pay, indemnify and save the Authority harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages and losses of every conceivable kind whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or

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

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

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

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

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

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

In the presence of:

YPSILANTI COMMUNITY UTILITIES
AUTHORITY

By: _____
Chair

By: _____
Secretary

In the presence of:

Isaac Barnett 4-22-15
Isaac Barnett 4-22-15

CHARTER TOWNSHIP OF
YPSILANTI

By: Brenda L. Stumbo
Supervisor 4-22-15

By: Karen Kuefner Kay
Township Clerk 4-22-15

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

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

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

PLEASE TAKE NOTICE, the Charter Township of Ypsilanti (the "Local Unit") has approved by resolution the execution of a contract (the "Contract") with the Ypsilanti Community Utilities Authority (the "Authority") pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which Contract provides, among other things, that the Authority will acquire and construct certain wastewater system improvements, consisting of the construction of a new bridge over Tyler Pond to replace two existing timber trestles that carry gravity sewers and force main pipes, to serve the Local Unit (the "Improvements"), and will issue its bonds in the principal amount not to exceed \$1,800,000 to finance the cost of the acquisition and construction of such Improvements for the Local Unit AND THE LOCAL UNIT WILL PAY TO THE AUTHORITY PURSUANT TO THE CONTRACT THE SUMS NECESSARY TO RETIRE THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

LOCAL UNIT'S CONTRACT OBLIGATIONS

It is presently contemplated that the bonds will be issued in the principal amount of not to exceed \$1,800,000, will mature serially over a period of not to exceed twenty-five (25) years from the date of issuance of the bonds, and will bear interest at the rate or rates to be determined at the time of sale to the Michigan Finance Authority but in no event to exceed two and one-half percent (2.50%) per annum on the balance of the bonds from time to time remaining unpaid. The Contract includes the Local Unit's pledge of its limited tax full faith and credit for the prompt and timely payment of the Local Unit's obligations as expressed in the Contract. THE LOCAL UNIT WILL BE REQUIRED TO LEVY AD VALOREM TAXES WITHIN APPLICABLE CONSTITUTIONAL AND STATUTORY TAX LIMITATIONS ON ALL TAXABLE PROPERTY WITHIN THE LOCAL UNIT TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE. IT IS THE PRESENT INTENT OF THE LOCAL UNIT TO USE THE REVENUES FROM THE TOWNSHIP DIVISION OF THE AUTHORITY'S SYSTEM TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS.

RIGHT OF REFERENDUM

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

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

Karen Lovejoy Roe Clerk
Charter Township of Ypsilanti

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CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2015-9

WHEREAS, at its regularly scheduled meeting held March 24, 2015 the Charter Township of Ypsilanti Planning Commission (“Commission”) recommended approval to the Township Board of a request of the Yankee Air Museum to approve its Planned Development (PD) Stage I Preliminary Site Plan and for the rezoning of the property in question, located at 1 Liberator Way, from its current I-C Industrial Commercial zoning classification to the PD, Planned Development zoning classification; and

WHEREAS, the proposed PD Preliminary Site Plan and rezoning request will allow for the establishment of a one hundred forty-seven thousand three hundred ninety-five **(147,395)** square-foot portion of the former GM Powertrain/Willow Run Bomber Plant to house the Yankee Air Museum, thus preserving a significant piece of history to be enjoyed by not only the residents of Ypsilanti Township, but the public as a whole; and

WHEREAS, the Charter Township Board of Trustees enthusiastically supports the efforts of the Yankee Air Museum and believes the request should be granted.

NOW THEREFORE, BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees hereby approves the request as recommended by the Planning Commission to approve the Planned Development (PD) Stage I Preliminary Site Plan for the location of the Yankee Air Museum, at 1 Liberator Way, within a one hundred forty-seven thousand three hundred ninety-five **(147,395)** square-foot portion of the former GM Powertrain/Willow Run Bomber Plant.

BE IT FURTHER RESOLVED that the Charter Township of Ypsilanti Board of Trustees hereby adopts by reference Ordinance 2015-444 attached hereto which Ordinance rezones the specifically described property from its current I-C Industrial Commercial zoning classification to the PD, Planned Development zoning classification.

**CHARTER TOWNSHIP OF YPSILANTI
PROPOSED ORDINANCE NO. 2015-444**

*An Ordinance to Amend Ordinance No. 74,
adopted May 18, 1994 so as to rezone real property located at
1 Liberator Way, in a portion of the old GM Powertrain/Willow Run Bomber
Plant from its current I-C Industrial Commercial zoning
classification to "PD" (Planned Development) zoning classification*

The Charter Township of Ypsilanti hereby ordains that Ordinance No. 74 adopted May 18, 1994 shall be amended as follows:

Real property situated at 1 Liberator Way in the old GM Powertrain/Willow Run Bomber Plant, more particularly described as follows:

See attached Legal Description, labeled "*Attachment A*" shall be rezoned from the I-C, Industrial Commercial zoning classification to the PD, Planned Development classification.

The Zoning Map, as incorporated by reference in the Charter Township of Ypsilanti Zoning Ordinance is hereby amended by the rezoning of the afore described parcel of real property from the "I-C" Industrial Commercial zoning classification to the "P-D" Planned Development zoning classification.

Severability

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

Publication

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

Effective Date and Repeal of Conflicting Ordinances

All Ordinance or parts of Ordinances in conflict herewith are hereby repealed.

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2015-444 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on April 21, 2015. The second reading is scheduled to be heard on May 19, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2015-10

WHEREAS, at its regularly scheduled meeting held March 24, 2015, the Charter Township of Ypsilanti (Township) Planning Commission (Commission) recommended the rezoning of five (5) parcels of land containing six point two seven (6.27) acres located North of Holmes Road and West of Midway to accommodate the expansion of the existing Sensitile Research and Manufacturing Facility; and

WHEREAS, four (4) of the five (5) parcels in question are vacant and zoned RM-2, Multi-Family Residential while the remaining parcel is currently occupied by the existing Sensitile Research and Manufacturing Facility and is zoned B-3 general business; and

WHEREAS, Sensitile is requesting that the Township rezone all five (5) parcels to the IRO, Industrial, Research and Office zoning classification in order to permit the proposed expansion of its existing facility; and

WHEREAS, the Ypsilanti Township Board of Trustees is in agreement that the request satisfies Section 2704 of the Zoning Ordinance which provides criteria for the amendment of the zoning map as well as the most recent master plan update.

NOW THEREFORE, BE IT RESOLVED that the Charter Township of Ypsilanti hereby adopts by reference Ordinance No. 2015- 445 attached hereto in its entirety which rezones the requested five (5) parcels consisting of six point two seven (6.27) acres of land from their current zoning classification to the IRO, Industrial, Research and Office zoning classification.

CHARTER TOWNSHIP OF YPSILANTI

PROPOSED ORDINANCE NO. 2015-445

*An Ordinance to Amend Ordinance No. 74 adopted May 18, 1994
so as to rezone five (5) parcels of real property located
on the North side of Holmes Road and West of Midway from their
current zoning classification to the IRO, Industrial, Research
and Office zoning classification.*

The Charter Township of Ypsilanti hereby ordains that Ordinance No. 74, adopted May 18, 1994 shall be amended as follows:

Real property consisting of five (5) separate parcels of land located on the North side of Holmes Road and West of Midway, more particularly described as follows:

See attached Legal Description, labeled "Attachment A" shall be rezoned from their existing zoning classification of RM-2 Multi-Family residential and B-3 General Business, respectively, to the IRO, Industrial, Research and Office zoning classification.

The Zoning Map as incorporated, by reference in the Charter Township of Ypsilanti. Zoning Ordinance is hereby amended by the rezoning of the afore described parcels of real property from their current zoning classifications of RM-2 Multi-Family Residential and B-3 General Business to the IRO, Industrial, Research and Office zoning classification.

Severability

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

Publication

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

Effective date and repeal of conflicting Ordinances

All Ordinance or parts of Ordinances in conflict herewith are hereby repealed.

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2015-445 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on April 21, 2015. The second reading is scheduled to be heard on May 19, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2015-11

WHEREAS, at its regularly scheduled meeting held March 24, 2015, the Charter Township of Ypsilanti (Township) Planning Commission (Commission) approved a text amendment to the Township Zoning Code, Section 2109 "Signs" updating the Ordinance as required by today's technological advances and to revise certain sections regarding political signs; and

WHEREAS, proposed Ordinance 2015-446 repeals the existing Section 2109 "Signs" and replaces it with the new updated Section 2109 "Signs" as recommended by the Commission; and

WHEREAS, the Township Board finds it to be in the best interest of the Township to adopt said Ordinance text revisions in their entirety.

NOW THEREFORE, BE IT RESOLVED that the Charter Township of Ypsilanti hereby adopts by reference Ordinance No. 2015-446 attached hereto in its entirety which Ordinance deletes the existing Zoning Code Section 2109 "Signs" in its entirety and replaces it with a new Section 2109 "Signs".

CHARTER TOWNSHIP OF YPSILANTI

PROPOSED ORDINANCE NO. 2015-446

An Ordinance to Amend Ordinance No. 74, adopted May 18, 1994, so as to repeal current existing Section 2109 "Signs" in its entirety and replace it with a new Section 2109 "Signs"

The Charter Township of Ypsilanti hereby ordains that Ordinance No. 74 adopted, May 18, 1994, shall be amended as follows:

Existing Section 2109 "Signs" is deleted in its entirety.

A new Section 2109 "Signs" is adopted as follows:

Section 2109. Signs:

1. Sign definitions: The following definitions are related to signs:
 - a. Sign: Any announcement, declaration, display, billboard, illustration and insignia when designed and placed so as to attract general public attention. Such shall be a single sign whenever the proximity, design, content or continuity reasonably suggests a single unit, regardless of any physical separation between parts. Signs shall include banners, bulbs, other lighting devices, streamers, pennants, balloons, propellers, flags or similar devices.
 - (1) Abandoned sign: A sign that is accessory to or associated with a legal use that has been discontinued or terminated.
 - (2) Billboard: A non-accessory sign, other than an off-premises directional sign, which does not pertain to the principal use of the premises on which it is located.
 - (3) Building-mounted sign: A display sign which is painted on, adjacent to or attached to a building wall, door, window or related architectural feature. Such signs would include, but are not limited to canopy, marquee, wall, window or temporary signs.
 - (4) Canopy sign: A sign which is painted on or attached to an awning or canopy.
 - (5) Damaged sign: A sign or supporting structure which is torn, damaged, defaced, destroyed or has otherwise been found to be in a damaged condition by the building official.
 - (6) Decorative display: A decorative, temporary display designed for the entertainment or cultural enrichment of the public and having no direct or indirect sales or advertising content.

- (7) Entrance sign: Multiple-family residential, condominium, mobile home park and single family residential subdivisions with more than 20 dwelling units or lots may erect signs bearing the name of the development. Such signs shall contain no advertising or information other than the name of the development, status of occupancy, management organization and contact information.
- (8) Ground sign: A display sign supported by one or more columns, uprights or braces in or on the ground surface. Such signs shall have a maximum of seven feet and minimum of three feet clearance above ground level.
- (9) Illegal sign: A sign for which no valid permit was issued by the township at the time such sign was erected, or a sign which is not in compliance with the current zoning ordinance and does not meet the definition of a legal nonconforming sign.
- (10) Legal nonconforming sign: A sign for which the township issued a permit at the time such sign was erected, but which is not in compliance with the current zoning ordinance. Such signs must be located outside of any existing right-of-way, away from any public or private easement and wholly upon the parcel to which it is associated. Such signs must have all necessary structural and decorative parts, including, but not limited to supports, sign box or enclosure and electrical equipment. The sign face or sign copy area must be intact and illuminated signs must be capable of immediate illumination.
- (11) Nameplate: A wall sign denoting the name of the occupant in a residential dwelling unit or denoting only the name and profession of the occupants in a commercial, public or other institutional building.
- (12) Off-premises directional sign: A sign which provides direction to a location within the township.
- (13) Portable sign: A sign and sign structure which is not attached to a building and is capable of being moved within the zoning lot on which it is located or from one zoning lot to another.
- (14) Roof sign: A display sign which is erected constructed and maintained on or above the roof of the building.
- (15) Sign copy: Portion of a sign which describes the business or service establishment, including, but not limited to, the name, type of, and nature of said establishment.

- (16) Temporary sign: A display sign, banner, or other advertising device constructed of cloth, canvas, fabric, plastic or other light temporary material, with or without a structural frame, or any other sign intended for a limited period of display, but not including decorative displays for holidays or public demonstration. ~~Temporary signs, other than construction signs, must display the date by which the sign shall be removed in a manner that is legible from the property line or public right-of-way.~~
- (a) Construction: Signs advertising the lots and/or buildings erected in any subdivision or multiple-family development. Display signs for the construction or remodeling of nonresidential buildings, such as, but not limited to, churches and schools. Such signs shall be removed upon completion of construction or upon cessation of work for a period of six months.
- (b) Garage sale: Garage sale signs may be used to advertise a garage sale and shall be promptly removed upon completion of the garage sale.
- (c) Real estate: Signs advertising the rental, sale or lease of the property upon which they are located.
- (d) Sale of produce: Such signs may be erected for the period of the local harvest season for the produce being sold. Written permission of the property owner on whose property such sign is located shall be submitted to the office of community standards.
- (e) Special events: Banners and pennants may be erected for special events, including but not limited to "open houses" for new homes or businesses. No banner shall be strung across any public right-of-way except as authorized by the township board and county road commission for special community events only. Banners found to be in a torn, damaged or unsafe condition shall be removed by the owner immediately.
- (f) *Political campaign signs:* Signs announcing the candidacy of persons running for public office or issues to be voted upon at an election and other information pertinent to elections are permitted provided permission to locate such signs on private property has been obtained from the owner or occupant of the property on which such signs are located.

- (17) Unsafe sign: A sign that is not properly secured, is in danger of falling or has otherwise been found to be unsafe by the building official.
- (18) Wall sign: A display sign which is painted on, adjacent to or attached to a building wall, door, window or related architectural feature and projecting not more than 18 inches from the wall.
- (19) Window sign: A sign affixed to a window or so as to be observable from the opposite side of the window to which such sign is located or affixed.
- a. Erect: To build, construct, attach, hang, place, suspend, affix or paint.
 - b. Front face area: The area of the front wall, including doors and windows, of the principal building facing a public street and where the address or primary public entrance is located. Buildings on corner lots may have up to two front faces if each face satisfies the above criteria. If the building is devoted to two or more uses or businesses, the front face area for each use or business shall be determined by the building official based upon the proportionate share of the building occupied by each use or business.
 - c. Noncombustible material: Any material which will not ignite at or below a temperature of 1,200 degrees Fahrenheit and will not continue to burn or glow at that temperature.
 - d. Sign area: The gross surface area within a single continuous perimeter enclosing the extreme limits of a sign, and in no case passing through or between any adjacent elements of same. Such perimeter shall not include any structural or framing elements, lying outside the limits of such sign, and not forming an integral part of the display. For computing the area of any sign, the area shall be deemed to be the total of the combined area of the smallest rectangular figure which can encompass all letters and descriptive matter on the sign.
 - e. Sign, accessory: A sign which pertains to the principal use of the premises.
 - f. Sign, non-accessory: A sign which does not pertain to the principal use of the premises.

2. General requirements for all signs:

- a. Construction: All signs shall be securely constructed and in conformance with applicable building and electrical codes and standards. Wood products shall be of equal treatment. A lightning grounding device shall be provided where required. All letters, figures, characters or representation in cutout or irregular form, shall be safely and securely built or attached to the sign structure. All signs of a greater area than 24 square feet shall have a surface or facing of noncombustible material. All signs shall be attached by means of metal anchors, bolts or expansion screws. In no case shall any sign be secured with wire, strips of wood or nails.
- b. Accessory to principal use: All signs which direct attention to a business, entertainment, service or commodity must be accessory to the business, entertainment, service or commodity offered, conducted or sold on the premises on which the sign is located, except real estate signs, off-premises directional signs and non-accessory signs specifically allowed in specified districts.
- c. Wind pressure and dead load requirements: Ground, projecting, wall and marquee signs shall be designed and constructed to withstand wind pressure and shall be constructed to receive dead loads as required in the township building code or other ordinances of the township.
- d. Illumination: Internally and externally lighted, reflectorized, glowing and other forms of illumination shall be permitted on all signs. All illumination shall be concentrated on the area of the sign to prevent glare upon the street or adjacent property. No sign shall be illuminated by other than electrical means or devices. All illuminated signs must be in compliance with section 2110 and shall not be of a flashing or intermittent flashing type.
- e. Signs not to constitute a traffic hazard: No sign shall be erected in such a manner as to obstruct free and clear vision or constitute a traffic hazard. No sign shall interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device. No sign shall make use of the words "stop," "look," "danger" or other word, phrase or symbol in a manner that is confusing or misleading. At street intersections, no signs other than municipal traffic control signs shall be located within eight feet of the ground surface in the triangle formed by the property lines paralleling the streets and extending

for a distance of 25 feet each way from the intersection of the right-of-way lines at the corner lot.

- f. Face of sign shall be smooth: No nails, tacks or wires shall be permitted to protrude from the front of any sign. This shall not exclude, however, the use of block letters, electrical reflectors, or other devices which may extend over the top and in front of the advertising structure.
- g. Obscene matter prohibited: It shall be unlawful for any person to display upon any sign or other advertising structure any obscene matter.
- h. Public right-of-way: No sign shall be erected or placed within the public right-of-way. The owner of any sign which has been removed by the township from the right-of-way due it is in violation of this provision, shall pay to the township the sum of \$25.00 before recovering the sign. If any sign is not claimed within 30 days, said sign shall be destroyed and disposed of.
- i. Sign setbacks: All permitted ground, ~~portable and~~ temporary signs shall be set back not less than 15 feet from all property lines and existing street right-of-way lines unless otherwise specified herein.
- j. Glass in signs: Glass sheets used in any sign for which a permit is required, and in which wire mesh is not imbedded, shall not be less than 3/16 inch thick and shall not exceed 100 square inches in area for any one piece. Provided, however, that pieces of glass not less than one-eighth inch thick, covered with metal except for area cut in form letter, numerals, or figures may be used, but the area of such piece of glass shall not exceed 340 square inches. Glass in sheets shall not exceed 720 square inches in area.

3. Permitted accessory signs by use or type of sign:

a. Residential

USES: TABLE INSET:

Sign Type/Purpose	Ground Entrance	Wall Name Plate	Temporary Construction	Temporary Garage Sale	Temporary Special Event	Temporary Real Estate	Temporary Sale of Produce	Temporary Builder Directional	Temporary Political
Sign Permit Required	Yes	No	Yes	No	No	No	No	No	No
Maximum number of signs	Footnote 1	1	Footnote 1	Footnote 2	Footnote 2	1	1	Footnote 5	---
Maximum sign face area (sqft)	24	2	24	Footnote 4	Footnote 4	4	16	3	16
Maximum number of sign faces per sign	1	1	2	2	2	2	2	2	2
Maximum sign height	6	--	6	--	--	6	6	3	---

Setback from property line/right of way (feet)	10	--	10	5	5	5	5	5	---
Setback from structures	50	--	50	--	--	--	--	25	---
May be illuminated ? (sec)	No	No	No	No	No	No	No	No	No
Maximum length of time for display	--	--	Footnote 3	14 days/year Footnote 3	30 days/year Footnote 3	Footnote 3	120 days/year Footnote 3	Footnote 6	---

Footnotes:

- (1) One sign per entrance from a collector road or thoroughfare.
- (2) One ground-mounted sign per side of lot with frontage on a public street and one building-mounted sign per side of building with a public entrance.
- (3) A removal agreement or security bond to guarantee removal of the sign may be required. The sign must be removed within three days after completion of the activity for which it was erected.
- (4) Up to ten percent of the area of the front face of the building space occupied by the use associated with the sign.
- (5) The maximum number of signs to be placed or displayed by a developer or per builder for any one subdivision shall not exceed four in number through the township.
- (6) Such temporary signs may be permitted during weekends between the hours of 6:00 p.m. on Friday, and 8:00 p.m. on the following Sunday, which is 50 consecutive hours.

b. Non-residential building-mounted signs:

TABLE INSET:

Sign Type	Wall	Canopy	Marquee	Window
Sign Permit Required	Yes	Yes	Yes	No
Maximum sign face area (sqft)	Footnote(s) 1,5	Footnote 1	Footnote 1	Footnote 4
Maximum number of sign faces per sign	1	--	3	2
Maximum sign height	Footnote 2	Footnote 2	Footnote 3	--
Minimum height above ground (feet)	--	7	9	--
Setback from property line/right-of-way (feet)	--	5	5	--
May be illuminated? (sec 2110)	Yes	Yes	Yes	No

Footnotes:

- (1) The sign face area of all building-mounted signs shall not exceed ten percent of the area of the front face of the building space occupied by the use associated with the sign, up to a maximum of 240 square feet. For multiple-tenant non-residential buildings, written permission from the building owner to install a sign shall be supplied to the office of community standards, and a minimum of four square feet of available sign face area shall be reserved for each tenant or use, up to the maximum permitted by section 2109.3b.
- (2) Wall and canopy signs shall not extend higher than the height of the face of the building upon which they are located.
- (3) Marquee signs may extend up to 15 percent above the height of the face of the building upon which they are located.
- (4) Temporary or permanent window signs shall be permitted to be installed on the inside of a building in a manner visible from the public way, provided that such signs are in compliance with section 2110 and do not obstruct vision by more than 20 percent.
- (5) One illuminated time and temperature sign, not exceeding 24 square feet in area, may be included as part of a sign, subject to the requirements of section 2110.

c. Non-residential ground

signs: TABLE INSET:

Maximum height (feet)	Minimum setback required (feet)	Maximum sign face area (sqft) footnote (2)(3)	Maximum number of signs
6.0	6.0	24.0	Footnote 1
6.5	6.5	25.5	
7.0	7.0	27.0	
7.5	7.5	28.5	
8.0	8.0	30.0	
8.5	8.5	31.5	
9.0	9.0	33.0	
9.5	9.5	34.5	
10.0	10.0	36.0	

Footnotes:

- (1) Not more than one ground sign may be erected accessory to any development parcel or zoning lot, except where otherwise provided for herein. A maximum of two ground signs may be permitted if the development parcel or zoning lot has a minimum of 500 feet of frontage on a collector road or thoroughfare, or a minimum of 700 feet of total frontage on two collector roads or thoroughfares, provided that all ground signs related to the use or uses of the development parcel or zoning lot are in compliance with this ordinance.
- (2) The sign face area of one ground sign associated with a non-residential use may be increased to 150 percent of the maximum permitted by section 2109.3c if the sign abuts a collector road or thoroughfare with a road right-of-way width of 100 feet or more (or one-half right-of-way width of 50 feet or more).
- (3) The sign face area of one ground sign associated with a development parcel or zoning lot that has been improved with a multiple-tenant non-residential building containing five or more separate tenants or uses may be increased to 150 percent of the maximum permitted by section 2109.3c, provided that written permission from the property owner shall be supplied to the office of community standards for each tenant or use to install sign copy on this sign, and provided that all ground signs related to the use or uses of the development parcel or zoning lot are in compliance with this ordinance.

d. Non-residential temporary signs:

TABLE INSET:

Sign Type/Purpose	Construction	Special Events	Real Estate	Sale of Produce
Sign Permit Required	Yes	Yes	No	Yes
Maximum number of signs	Footnote 1	Footnote 2	Footnote 2	Footnote 2
Maximum sign face area (sqft)	24	Footnote 4	16	16
Maximum number of sign faces per sign	2	2	2	2
Maximum sign height	6	Footnote 5	Footnote 5	Footnote 5
Setback from property line/right-of-way (feet)	10	10 Footnote 6	5	10
May be illuminated? (sec 2110)	No	No	No	No
Maximum length of time for display (days)	Footnote 3	45 days/year Footnote 3	Footnote 3	120 days/year Footnote 3

Footnotes:

- (1) One sign per entrance from a collector road or thoroughfare.
- (2) One sign per side of lot with frontage on a public street and one sign per side of building with a public entrance.
- (3) A removal agreement or security bond to guarantee removal of the sign may be required. The sign must be removed within three days after completion of the activity for which it was erected.
- (4) Up to ten percent of the area of the front face of the building space occupied by the use associated with the sign.
- (5) Temporary signs shall not extend higher than the height of the front face of the building.
- (6) Temporary special event signs shall be located so as to provide adequate traffic circulation and emergency vehicle access, and shall not reduce the number of off-street parking spaces by more than ten percent.

4. Non-accessory signs:

a. Not Adjacent to Interstate 94 (I-94)

- (1) Area and height limitations: No billboard may be erected or maintained of a greater surface area than 300 square feet per sign face or of a greater overall height above ground than 35 feet or the bottom surface of which extends to within less than three feet above the ground surface.
- (2) Location: Billboards may be erected only in I-2, I-3, I-C districts. No billboard may be erected within 500 feet of any residential use or district, hospital, public park, recreation ground, public reservation, bridge, school, library or church, nor within 50 feet of street right-of-way lines at any street intersection and shall have a minimum setback of 25 feet from all property lines or shall meet the setback requirements of the district, whichever is greater. Billboards shall be located no closer to one another than 1,000 feet.
- (3) Tobacco and alcohol: The advertising of tobacco and alcohol products on billboards is prohibited.
- (4) Material required: All billboards shall have a surface or facing of noncombustible material. No wood products or other combustible materials shall be permitted to support such signs.
- (5) Limitations: Any new billboard structure may be granted approval only in exchange for the removal of one or more nonconforming billboard structures. No billboard shall be erected at any time when there are **28** or more billboard sign faces in the township.

b. Adjacent to Interstate 94 (I-94)

- (1) Area and height limitations: No billboard may be erected or maintained of a greater surface area than 672 square-feet per sign face or of greater overall height above ground than 50 feet or the bottom surface of which extends to within less than three feet above the ground surface.
- (2) Location: Billboards may be erected only in I-1, I-2, I-3 or I-C zoning districts. No billboard may be erected within 500 feet of any residential use or district, hospital, public park, recreation ground, public reservation, bridge, school, library or church and shall have a minimum setback of 25-feet from all property lines or shall meet the setback requirements of the district for which it is located, whichever is greater. Billboards shall be located no closer

to one another than 1,000-feet on the same side of the given thoroughfare.

- (3) Material Required: All billboards shall have a surface of facing of noncombustible material. No wood products or other combustible materials shall be permitted to support such signs.
5. Political campaign signs: Signs announcing the candidacy of persons running for public office or issues to be voted upon at an election and other information pertinent thereto may be erected or placed only upon private property outside of the public right-of-way not more than 30 days prior to an election and shall be removed within ten days after the election to which they pertain. Such signs shall not exceed 16 square feet in area.
6. Electronic Changeable Message Signs and Billboards:
- a. Such signs shall contain static messages only and shall not have movement or flashing on any part of the sign structure, design or pictorial segments of the sign, nor shall such sign have varying light intensity during display of any single message.
 - b. Each display on an electronic changeable sign shall remain fixed for a minimum of 10- seconds.
 - c. When a message on an electronic changeable sign is changed, said change shall be accomplished immediately. No fading of the copy shall be permitted.
 - d. No auditory message or mechanical sounds may be emitted from the sign.
 - e. Electronic changeable message signs may not operate at brightness levels of more than 0.30 foot candles above ambient light level as measured at the following distances:

Sign Square-feet	Distance (feet)
<300	150

301-378	200
379-672	250
>672	350

- f. The owner of said electronic changeable message sign shall arrange for an annual certification of the foot candles showing compliance by a certified independent contractor and supply said certification to the Ypsilanti Township Office of Community Standards.
 - g. Each sign shall have a light sensing device that will adjust to the brightness of the display as the natural ambient light conditions change.
 - h. All electronic changeable message signs shall conform to all Michigan Department of Transportation rules and regulations.
7. Prohibited signs: The following signs are prohibited within the township:
- a. It shall be unlawful for any person to display upon any sign or other advertising structure any obscene material.
 - b. Portable signs, swinging signs or any signs which incorporate flashing or moving lights or animation.
 - c. String lights used in connection with business premises for commercial purposes other than holiday decorations.
 - d. Any sign unlawfully installed, erected or maintained.
 - e. Signs on trees, utility poles or park-type benches, whether public or private.
 - f. Signs mounted on the roof of a building or extending above the height of the front face of the building upon which it is mounted, except where otherwise permitted herein.
 - g. Posting prohibited: No person shall post any placard, poster or other advertising matter on any post, tree or other object within any street area or upon any public property, except legal notices which shall be posted on boards established at three places designated by the township. No person, except an officer of the township, shall post any notice on such boards or remove or mutilate any notice posted thereon.
8. Permits and fees: It shall be unlawful for any person to erect, repair, alter or relocate a sign, change the advertising copy or message thereon or repair a nonconforming sign damaged by winds, vandalism, fire or an act of God unless the appropriate permits have first been obtained from the building official and the required permit fees have been paid to the township according to the schedule established by resolution of the township board. Permits for change of copy on billboards may be issued on an annual basis for each billboard face by the building official.

a. Signs for which a permit is not required:

- (1) Repairs to an existing sign: Repair of a sign damaged by winds, vandalism, fire or an act of God provided that the sign is in conformance with the current zoning ordinance standards, that the sign is restored to its original design and that all work is in compliance with necessary structural and electrical codes.
- (2) Service on an existing sign: Painting, servicing or cleaning of existing signs shall not require a sign permit unless a structural change or any change to the sign box or enclosure is made.
- (3) Nameplates, not exceeding two square feet in area.
- (4) Memorial signs or tablets, building names and dates of construction when cut into any masonry surface or when constructed of bronze or aluminum.
- (5) Traffic or other municipal signs, legal notices, danger and such temporary emergency or non-advertising signs as may be approved by the township.
- (6) Gasoline price signs not exceeding six square feet on pump islands.
- (7) Political campaign signs in conformance with section 2109.5.
- (8) Directional signs: Signs regulating on-site traffic and parking of not more than four square feet in area. One such sign for each public entrance from a collector or arterial street up to a maximum of two such signs per zoning lot or development parcel.
- (9) Posting of no more than one "Private Property" or similar notice per side of a residential zoning lot with frontage on a public street, provided that the lot is greater than one acre in size. Such signs shall be no more than 1.5 square feet in area and located a minimum of five feet from any lot line or right-of-way line.
- (10) Flags bearing the official design of a nation, state, municipality, educational institution or organization as approved by the building official.
- (11) Barber poles when a minimum of seven feet above the pedestrian right-of-way.
- (12) Non-illuminated window signs on the inside of windows in non-residential districts that do not obstruct vision by more than 20 percent.

- (13) Menu boards at drive-through restaurants with a maximum size of 60 square feet.
- b. Permits required:
- (1) Sign permit: see section 2109.3a-d.
 - (2) Building permit: Required for all permanent building-mounted and ground signs, except such signs that are painted on an existing wall.
 - (3) Electrical permit: Required for all illuminated signs or signs in which electrical wiring will be used in connection with the structure.
- c. Sign permit application: Applications for permits shall be made upon forms provided by the building official and shall contain or have attached thereto the following information:
- (1) Name, address and telephone number of the applicant.
 - (2) Sketch plan: Three copies of a sketch plan in compliance with section 2115 that includes the lot survey, easements and setback dimensions, location of all buildings, other structures and all proposed and existing signs on the development parcel or zoning lot where such signs are to be erected. Elevation drawings of all buildings on the site shall be provided showing the location of all existing and proposed building-mounted signs.
 - (3) Construction drawings: Three blueprints or drawings of the plans, specifications, methods of construction and installation, materials list and method and type of illumination for each sign. All construction drawings or attachment details shall be signed and sealed by a licensed design professional.
 - (4) A photometric grid that is in conformance with section 2110 must be overlaid on the sketch plan showing the location of each proposed sign and the overall light intensity (in foot-candles) from all existing and proposed sources of illumination throughout the area affected by the proposed sign.
 - (5) Copy of stress sheets and calculations showing the structure is designed for dead load and wind pressure in any direction in the amount required by this and all other laws and ordinances of the township. Provided, further, that where the building official deems it advisable, he may require the approval of the structural design by a

registered architect or engineer.

- (6) Name of person, firm, corporation or association erecting the sign or sign structures.
- (7) Written and notarized consent of the owner where the sign is to be erected on vacant land.
- (8) Insurance policy or bond as required by section 2109.8.
- (9) Removal agreement: The Township may require a signed removal agreement satisfactory to the township attorney for the removal of certain signs as applicable. A bond or other acceptable surety to guarantee such removal may also be required.
- (10) Other information that the building official may require to show full compliance with this and all other township ordinances.

- d. Sign permit issued if application in order: It shall be the duty of the building official, upon the filing of an application for a sign permit, to examine the plans and specifications and other data. If the proposed structure is in compliance with all requirements of the zoning ordinance and applicable building and electrical codes, the appropriate permits shall be issued.
- e. Sign permit revocability: All work associated with a sign permit shall be completed within six months after date of issuance. Such rights and privileges accrued under the provision of this ordinance are mere licenses and may be immediately revoked upon the violation of any of the conditions contained herein.

9. Insurance: Every person, before engaging or continuing in the business of erecting, servicing, repairing or dismantling signs in Ypsilanti Township, shall first furnish the township a public liability insurance policy that is satisfactory to the township attorney. This policy must indemnify the Charter Township of Ypsilanti and its prior, present and future officials, representatives and employees from all damage suits or actions of every nature brought or claimed against the erector for or on account of injuries or damages to persons or property received or sustained by any person or persons through any act of omission or negligence of said erector, his servants, agents or employees in the erection, repair, service or dismantling of any sign. Said policy shall contain a clause whereby it cannot be canceled or changed until after a written notice of intention to cancel has been filed with the township clerk and building official at least 30 days prior to the date of cancellation.

10. Legal nonconforming signs: All existing legal nonconforming signs shall be permitted to continue as such until removed or until changes other than painting or servicing are made, at which time they shall conform to the provisions of this ordinance. The zoning official may permit a reduction of the minimum required setback for ground signs from property lines and street rights-of-way to allow changes to an existing legal nonconforming ground sign, subject to the following:
 - a. The sign is located outside of any street right-of-way.
 - b. The sign is in compliance with section 2109.2 (general requirements for all signs).
 - c. The sign is in compliance with section 2109.3 maximum height and sign face area standards.

11. Class A nonconforming sign designation: Class A nonconforming signs shall be considered to be conforming signs for purposes of repair, service or the changing of sign copy in a manner that does not require structural changes or any change to the sign box or enclosure. The planning commission may grant a Class "A" nonconforming sign designation in those instances where a determination is made after public hearing that the continuance of a nonconforming sign meets both the criteria found in section 2102.3 and the following:
 - a. The granting of a continuance of the nonconforming sign will not create unfair advertising advantage over other properties in conformance with the sign provisions of this article.
 - b. A nonconforming use shall not be permitted to add additional signs to the building or premises. Existing signs accessory to nonconforming uses may be maintained.

12. Enforcement: It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, or move any sign or structure in the township, or cause or permit the same to be done in violation of any of the provisions of this article. Any sign unlawfully erected or altered may be removed by the township at the expense of the sign owner. The township shall then place a lien on the property, adding necessary removal expenses to the tax bill for the property.

13. Removal of abandoned, damaged, illegal or unsafe signs:

- a. Abandoned signs: Abandoned signs shall be taken down and removed by the owner, agent or person having the beneficial use of the building or structure upon which said sign shall be found. All sign copy shall be removed within 30 days after the use to which the sign is accessory has terminated or been discontinued. The sign, including all component parts, shall be removed and the property restored as nearly as possible to its original condition within 180 days after the use has terminated or been discontinued.

The building official may remove such signs or sign copy at the expense of the sign owner after said owner has been ordered in writing to remove said sign by the building official and has not done so within 30 days. The township shall then place a lien on the property, adding necessary removal expenses to the tax bill for the property.

- b. Damaged signs: Damaged signs shall be repaired, replaced or removed within ten days of the damage by the owner, agent or person having the beneficial use of the building or structure upon which said sign shall be found. Such signs may be removed by the building official at the expense of the sign owner after said owner has been ordered in writing to remove said sign by the building official and has not done so within 10 days. The township shall then place a lien on the property, adding necessary removal expenses to the tax bill for the property.
- c. Illegal signs: Illegal signs may be removed by the building official at the expense of the sign owner after said owner has been ordered in writing to remove said sign by the building official and has not done so within 30 days. The township shall then place a lien on the property, adding necessary removal expenses to the tax bill for the property.
- d. Unsafe signs: Unsafe signs shall be immediately removed or made to conform to the provisions of this article by the owner, agent or person having the beneficial use of the building or structure upon which said sign shall be found. If such action is not taken within 24 hours, the unsafe signs may be removed by the building official at the expense of the sign owner. The township shall then place a lien on the property, adding necessary removal expenses to the tax bill for the property.

14. Sign maintenance: The building official may order the removal of any sign that is not maintained in accordance with the provisions of this article. Such signs may be removed by the building official at the expense of the sign owner after said owner has been ordered in writing to remove said sign by the building official and has not done so within 30 days. The township shall then place a lien on the property, adding necessary removal expenses to the tax bill for the property.

- a. Maintenance: All signs for which a permit is required, together with all their supports, braces, guys and anchors, shall be maintained in good working order; and when not galvanized or constructed of approved corrosion-resistant, noncombustible materials, shall be painted when necessary to prevent corrosion. The exteriors of all signs, supporting members, painted surfaces, advertising materials and lettering shall be kept painted and in good repair, so as to present a neat and orderly appearance. All bulbs or component parts of the sign, including the electrical switches, boxes and wiring used in the illumination of the sign must be well maintained and in good repair.
- b. Housekeeping: It shall be the duty and responsibility of the owner or lessee of every sign to maintain the immediate premises occupied by the sign in a clean, sanitary and healthful condition.

Severability

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

Publication

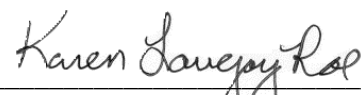
This Ordinance shall be published in a newspaper of general circulation as required by law.

Effective date and repeal of conflicting Ordinances

All Ordinance or parts of Ordinances in conflict herewith are hereby repealed.

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2015-446 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on April 21, 2015. The second reading is scheduled to be heard on May 19, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION NO. 2015-12

CHARTER TOWNSHIP OF YPSILANTI TEMPORARY ROAD CLOSURE

Resolution authorizing the temporary road closure of Rosewood Ave. between Ecorse Rd and Davis St. on Thursday, June 4, 2015, from 9:00am to 12:00pm. for Calvary Christian Academy's End of Year Field Day

WHEREAS, the Township of Ypsilanti has approved the temporary closure of Rosewood Ave between Ecorse Rd. and Davis St. as indicated; and

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

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Kelly Boyette, Calvary Christian Academy Director of Enrollment and Marketing be the authorized official designated in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2015-12 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 21, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**FACILITY USAGE AGREEMENT FOR
YPSILANTI NATIONAL LITTLE LEAGUE**

This Agreement is made by and between the **YPSILANTI NATIONAL LITTLE LEAGUE**, herein referred to as (**YNLL**), and the **CHARTER TOWNSHIP OF YPSILANTI**, herein referred to as (**TWP.**).

WHEREAS, the **YNLL** is a Michigan non-profit organization organized to promote youth sports activities through the operation of its youth baseball and softball program; and

WHEREAS, the **TWP.** is the administrator of certain public amenities; and

WHEREAS, the **YNLL** and the **TWP.** desire to enter into this agreement with regard to the use of the Harris Park and the facilities contained therein by the **YNLL** and respective obligations of the parties regarding the use and maintenance of the facilities;

NOW, THEREFORE in consideration of the promises and the mutual covenants and obligations contained herein; the parties agree as follows:

I. TERM

This agreement shall be for a term of five years, beginning on the date of the execution hereof; provided that the proper paperwork in regard to yearly insurance documentation is provided by the **YNLL** to the **TWP.** by April 1 of each year of the term of this agreement.

II. OPTION TO RENEW

This agreement may be renewed at the option, but not the obligation, of the parties for an additional term, conditioned upon the following:

1. If not in violation of any obligation hereunder, the **YNLL** shall be given the option to renew this agreement for a like term upon conditions set forth by the **TWP.** If the **YNLL** should desire to renew this agreement it shall do so by giving written notice to the **TWP.** prior to September 1 of the year prior for which the extension is requested.

III. USE OF FACILITIES

1. During the period of April 1, 2015 through August 30, 2020, the **YNLL** shall have the preferred use of the **TWP.** ball fields #1 and #2 along with the concession stand at Harris Park, as assigned by the **TWP.**, for regular season play, league playoffs, make-up games, and practices. At any time the ball fields are not being used by the **YNLL**, the **TWP.** may assign such facilities for its own baseball and softball programs. It is understood that the **TWP.** programs and certain community events may be scheduled in advance of the release of the facilities to the **YNLL.**

2. **YNLL** understands that the **TWP.** staff has the authority to deny use of the fields if they are deemed unsafe to play on
3. The **TWP.** shall at all times have the right to inspect its facilities being used by the **YNLL** and all **YNLL** sponsored activities related to the use of such facilities.
4. If the **YNLL** should desire to use the **TWP.** fields, outside of the contracted use dates, for additional tournaments, tryouts or for special events, clinics or programs, the **YNLL** shall make a written request to the **TWP.** a minimum of fourteen days prior to the start of the event. Any and all additions, tournaments or special programs shall not be included in this agreement, but shall require a separate written agreement, as mentioned above, between both parties.

IV. OBLIGATIONS OF THE YNLL

The **YNLL** shall:

1. Provide to the **TWP.** the following information two weeks prior to the start of each season (when practices commence).
 - A. Proof of insurance and indemnification naming the **CHARTER TOWNSHIP OF YPSILANTI** as an additional insured per the **TWP.** required language.
 - B. A financial report of all expenditures and revenues from the previous year, including a balance sheet. This information shall be provided to the **TWP. CLERK'S OFFICE** by September 1 of each year.
 - C. A list of current **YNLL** Officers and Board members, including home addresses, current phone numbers and email addresses (if applicable). The **TWP.** is to be notified of any and all changes within two weeks of appointments or changes.
 - D. A listing of the total number of participants in the **YNLL** program, including the number of Ypsilanti Township residents who participate and the number of participants who reside outside of Ypsilanti Township.
 - E. Execution of this agreement: The **YNLL** shall provide a copy of the official corporate resolution authorizing the **YNLL** President, or authorized designee, to execute this agreement on behalf of the **YNLL.**
2. Provide the following maintenance and repairs in a manner generally equal to the normal **YTRD** maintenance and repair of similar **TWP.** recreational facilities:
 - A. Maintain all dugouts, backstops, fences and gates in a safe and secure condition.
 - B. Maintain all turf areas on the fields.
 - C. Prepare diamonds for each game, including the lining and base placement.
 - D. Maintain the batting cages.
 - E. Operate and maintain any field irrigation system as well as the watering schedules of turf areas.
 - F. Maintain the stocking of all paper towels and toilet tissue in the restroom facilities.
 - G. Report any damages and/or vandalism found, or observed, on any structure or facility to the **TWP.** immediately (including graffiti). The safety of the park users must always remain the top priority.
 - H. Rent a dumpster and maintain it during the course of the season (contracted time period).

3. Schedule an organizational meeting with the **TWP.** representatives in September of each year, prior to the upcoming season, so as to go over the plans for the upcoming season.
4. Pay all utility costs (water and electric) for the use of the associated facilities (field lights, concession stand, field irrigation system) during their use of the facilities.
5. Inclement weather: The **YNLL** will follow, at a minimum, the **TWP.** established policy for postponing or cancelling practices and games due to inclement weather or threat thereof.
6. The **YNLL** will not discriminate against any person or persons because of race, color, religion, sex, height, weight, marital status, disability or national origin.
7. Prior to the start of each season, the **YNLL** shall provide documentation that a criminal history background investigation was performed on each **YNLL** coach and assistant coach (that have been reviewed and accepted in accordance with their National Little League Charter) before being assigned to coach a team. Proof of background checks shall be provided to the **TWP.** three weeks prior to the start of each season (when practices commence).
8. No persons affiliated with the **YNLL** shall engage in any business at **TWP.** facilities or perform any activity that shall be in violation of any existing state or federal law or municipal ordinance. The **TWP.** reserves the right to exclude any individual or group from its facilities based on conduct, which it determines in its discretion to be objectionable or contrary to community interests. The **YNLL** hereby consents to the exercise of such authority by the **TWP.** over its members, officials and agents.
9. The **YNLL** shall comply with all rules, regulations and township ordinances as they pertain to the use of township parks and facilities.

V. OBLIGATIONS OF THE TWP.

The **TWP.** shall:

1. Provide the use of rooms at the community center for **YNLL** registration and **YNLL** Executive Board meetings. Room requests must be made a minimum of three weeks in advance by the designated, and approved, **YNLL** representative.
2. Help promote the **YNLL** through resources mutually agreed upon between the **YNLL** and the **TWP.**
3. Maintenance:
 - A. Maintain all bleachers in a safe and secure condition.
 - B. Remove all trash that has been deposited in trash receptacles as warranted (those receptacles that are located outside of the field of play).
 - C. Maintain the structural integrity of the concession stand, restrooms, storage buildings, including the repair or replacement of damaged roofs, doors and windows.
 - D. Maintain all common areas, including the parking lot, playground equipment, field lights and the turf areas outside of the ball field areas.

It is understood and agreed upon, that the **TWP.** obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If the **TWP.** is unable to fulfill its obligations due to budget restraints, it will not be obligated to the **YNLL** for any monetary damages.

VI. ASSIGNABILITY AND EXCLUSIVITY

This Agreement is a privilege for the benefit of the **YNLL** only, and may not be assigned in whole or in part by the **YNLL** to any other person or organization. Both parties understand that the **YNLL** use of the facilities is non-exclusive.

VII. INSURANCE AND INDEMNIFICATION

The **YNLL** shall at all times during the term of this Agreement maintain in effect general public liability insurance covering the **CHARTER TOWNSHIP OF YPSILANTI**. The Charter Township of Ypsilanti ***STRICTLY*** adheres to the insurance requirements. These insurance requirements shall not be waived for any reason. The minimum amount of the policy shall be \$1,000,000 general liability per occurrence. Please read carefully the required insurance that must be obtained. The Charter Township of Ypsilanti shall be named as an additional insured on such policy and shall be entitled to at least a thirty day (30) day notice of cancellation or changes of any kind.

The wording on the policy ***MUST*** read:

“...The Charter Township of Ypsilanti and its past, present and future elected officials, trustees, appointed commissions and board, agents and employees shall be named as **“additional insured”** on the General Liability policy with respect to (event, dates, times and location).

This may require an addition to your current policy or an additional policy, either of which could result in extra cost from your insurance carrier.

The **YNLL** shall indemnify and hold harmless the Charter Township of Ypsilanti and its officers, agents and employees from and against any and all suits, actions or claims of any character, type or description, including all expenses of litigation, court costs and attorney’s fees, brought or made for on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the act or failure to act of the **YNLL** or its agents, volunteers or employees in the use of the facilities arising out of obligations of the **YNLL** as set forth in this Agreement.

VIII. PARK AND FACILITY IMPROVEMENTS

1. All improvements to Harris Park and the facilities therein that the **YNLL** would like to make must have prior approval from the **TWP**, and the Ypsilanti Township Park Commission.
2. All improvements must adhere to all requirements set forth by the Ypsilanti Township Park Commission and the Community and Economic Development Department.

IX. SEVERANCE OF AGREEMENT

1. This agreement may be terminated by the **YNLL** upon a sixty (60) day written notification to the **TWP**. The **YNLL** agrees to complete any and all outstanding obligations due to the **TWP**.
2. In the event that the **YNLL** fails to fulfill the obligations of this Agreement and/or violates the terms of this Agreement, the **TWP** may terminate the remainder of the Agreement upon a sixty (60) written notification

to the YNLL. If the violation of this Agreement results in a health and safety issue to the users of the park and facilities, the TWP. reserves the right to sever this Agreement immediately without written notice.

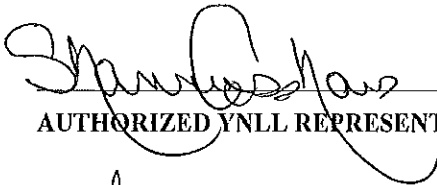
3. In the event the YNLL dissolves or no longer desires to use Harris Park, including all facilities therein, all permanent park and facility improvements made by the YNLL shall remain in Harris Park and shall become the property of the Charter Township of Ypsilanti.

X. NOTICES

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed as set forth, but each party may change its address by written notice in accordance with this section.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year set forth below,

YPSILANTI NATIONAL LITTLE LEAGUE



AUTHORIZED YNLL REPRESENTATIVE

4/21/15
DATE



WITNESS

4-21-15
DATE

CHARTER TOWNSHIP OF YPSILANTI



BRENDA STUMBO, TOWNSHIP SUPERVISOR

4-22-15
DATE



KAREN LOVEJOY ROE, TOWNSHIP CLERK

4-22-15
DATE


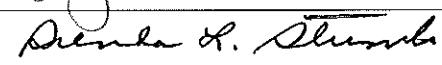
Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of April 9, 2015 between The Detroit Edison Company ("Company") and Ypsilanti Township ("Customer").

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

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

1. DTE Work Order Number:	42743503	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	Intersection of Parkwood St & S Ford Blvd in Ypsilanti Township, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	2	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install 1 overhead fed 65 watt black Autobahn LED mounted on a 17'6" Code 48 arm on an existing wood pole. Convert 1 overhead fed 175 watt mercury vapor cobra head light to 65 watt black Autobahn LED mounted on existing arm and existing wood pole.	
5. Estimated Total Annual Lamp Charges	\$312.20	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$2,052.36
	Credit for 3 years of lamp charges:	\$936.60
	CIAC Amount (cost minus revenue)	\$1,115.76
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices Signature: 	
10. Customer Address for Notices:	Ypsilanti Township 7200 S Huron River Dr Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe 	

11. Special Order Material Terms:

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

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

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

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

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

Name: _____ Title: _____

Phone Number: _____ Email: _____

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

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

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

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

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

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

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

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

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

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

Company:

The Detroit Edison Company

By: _____

Name: _____

Title: _____

Customer:

Ypsilanti Township

By: Brenda L. Stumbo Karen Lovejoy

Name: Brenda L. Stumbo Karen Lovejoy Roc 4.22.15

Title: Supervisor Clerk