

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 15, 2015 REGULAR MEETING**

Supervisor Stumbo, called the meeting to order at approximately 7:06 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 observed.

MEMBERS PRESENT: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge, Mike Martin

MEMBERS ABSENT: Trustee Jean Hall Currie and Scott Martin

LEGAL COUNSEL: Wm. Douglas Winters

PUBLIC HEARING

2015 SPECIAL ASSESSMENT LEVY RESOLUTION 2015-29

Supervisor Stumbo declared the Public Hearing open at 7:07 p.m. She said this levy was for street lighting, drains, and noxious weeds. Supervisor Stumbo asked for any comments. There were no comments so she declared the Public Hearing closed at 7:09 p.m.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution 2015-29 Special Assessment Levy (see attached).

The motion carried unanimously

PUBLIC COMMENTS

Ms. Kaiser, Township Resident, asked when they would have the open house at the new Law Enforcement Center. She also thanked Law Enforcement for all they do.

Supervisor Stumbo stated at this time we did not have a date for the open house.

Mr. Williams, Township Resident, commented that he was against the cameras that were approved for the Appleridge neighborhood. He questioned the direction that the cameras are facing, he said he would like speed bumps.

Supervisor Stumbo stated the direction of the cameras would be checked. She said the Washtenaw County Road Commission would be responsible for the speed bumps.

Monica Ross-Williams thanked the township for support of the Ypsilanti Area Unity March although it will not be on the agenda tonight. She also added her disappointment that the Ypsilanti Visitor Convention Bureau will merge with Ann Arbor. She felt that the eastern part of Ypsilanti which includes the township would not benefit from the merger.

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Supervisor Stumbo stated the Board sent a letter to keep the Ypsilanti Bureau separate. She stated that there was a ten year agreement planned to keep the current location of the Ypsilanti Bureau and that they would keep the employees for the ten years.

CONSENT AGENDA

A. MINUTES OF THE AUGUST 18, 2015, WORK SESSION AND REGULAR MEETING

B. STATEMENT AND CHECKS

- 1. STATEMENTS AND CHECKS FOR SEPTEMBER 1, 2015 IN THE AMOUNT OF \$538,739.43**
- 2. STATEMENTS AND CHECKS FOR SEPTEMBER 15, 2015 IN THE AMOUNT OF \$532,575.36**
- 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR AUGUST, IN THE AMOUNT OF \$30,854.79**
- 4. CHOICE HEALTH CARE ADMIN FEE FOR JULY IN THE AMOUNT \$1,177.50**

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

SUPERVISOR REPORT

A. PROCLAMATION OF APPRECIATION PRESENTED TO DEPUTY L'SHANE BYNUM (see attached).

Mike Radzik, OCS Director, stated that Deputy Bynum participated in training for the use of naloxone which is a prescribed medication that reverses the effects of opiates such as heroin especially in critical overdose situations. Seven days after the training Deputy Bynum was called into action on August 28, 2015. He was dispatched to International Drive for a possible overdose. The frantic caller found the victim in the bathroom, not breathing, and was hysterical as he reported to the dispatcher that his brother was probably dead. Deputy Bynum located a faint pulse on this 26 year old male victim and having heard the history of drug use acted quickly and administered one dose of nasal naloxone in each nostril and within a minute the victim began to breathe and cough on his own. Deputy Bynum administered first aid until medical personnel arrived. Deputy Bynum said he had responded to 8-10 overdoses during the past two years and it was sad to listen to love ones asking "why you aren't doing anything". He now has this tool that can actually help save a life.

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Mr. Radzik stated that the Ypsilanti Township Community was excited and encouraged to witness your leadership carrying forward in your law enforcement career as you serve this community with dedication and compassion. He said on behalf of the citizens of the Charter Township of Ypsilanti and the Board of Trustees I hereby award this Proclamation of Appreciation to Deputy L'Shane Bynum for his decisive action to save a human life.

Deputy L'Shane Bynum thanked the Sheriffs' Office and the Township of Ypsilanti for allowing him to live his dream of being a Police Officer.

CLERK REPORT

(Given in the work session and in the Board Packet)

TREASURER REPORT

(none given)

TRUSTEE REPORT

(none given)

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated that the legal issues are on the agenda tonight.

OLD BUSINESS

- 1. REQUEST AUTHORIZATION TO APPROVE PURCHASE AGREEMENT FOR YPSILANTI TOWNSHIP VACANT PROPERTY LOCATED AT 5871 S. MOHAWK AVENUE K-11-22-480-050 WITH DEED RESTRICTIONS TO JOSEPH KISSELLA, JR. (TABLED AT THE JULY 21, 2015 REGULAR MEETING AND REQUEST WAS AMENDED BY THE BOARD AT THE AUGUST 18, 2015 REGULAR MEETING)**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge, to remove from table the Request for Authorization to Approve Purchase Agreement for Ypsilanti Township Vacant Property Located at 5871 S. Mohawk Avenue K-11-22-480-050 With Deed Restrictions to Joseph Kissella, Jr.

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The motion to remove from table carried as follows:

Eldridge:	Yes	Stumbo:	Yes	Love Joy Roe:	Yes
Doe:	Yes	M. Martin:	Yes		

Clerk Lovejoy Roe made a motion, supported by Doe to approve the Request for Authorization to Approve Purchase Agreement for Ypsilanti Township Vacant Property Location at 5871 S. Mohawk Avenue K-11-22-480-050 with Deed Restrictions to Joseph Kissella, Jr. (see attached).

The motion carried unanimously.

- 2. 2nd READING OF RESOLUTION 2015-16, PROPOSED ORDINANCE 2015-448, TO AMEND PLANNED DEVELOPMENT #14 REZONING TO PLANNED DEVELOPMENT #20 STAGE 1 PRELIMINARY SITE PLAN AND REZONING AT THE REQUEST OF BLUE MAJESTIC, LLC. (1ST READING HELD AT THE JULY 21, 2015 REGULAR MEETING)**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 2nd Reading of Resolution 2015-16, Proposed Ordinance 2015-448, to Amend Planned Development #14 Rezoning to Planned Development #20 Stage 1 Preliminary Site Plan and Rezoning at the Request of Blue Majestic, LLC Including that Before P.D. Stage II Final Site Plan Approval all Master Deeds Must be Approved By the Township Attorney (see attached).

The motion carried as follows:

Eldridge:	Yes	Stumbo:	Yes	Lovejoy Roe:	Yes
Doe:	Yes	M. Martin:	Yes		

- 3. 2nd READING OF PROPOSED ORDINANCE 2015-451, SEWAGE DISPOSAL RATE CHANGE (1ST READING HELD AT THE AUGUST 18, 2015 REGULAR MEETING).**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the 2nd Reading of Proposed Ordinance 2015-451, Sewage Disposal Rate Change (see attached).

The motion carried as follows:

Eldridge:	Yes	Stumbo:	Yes	Lovejoy Roe:	Yes
Doe:	Yes	M. Martin:	Yes		

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- 4. 2ND READING OF RESOLUTION 2015-27, PROPOSED ORDINANCE 2015-449, TO AMEND CHAPTER 66 VEGETATION MAINTENANCE STANDARDS (1ST READING HELD AT THE AUGUST 18, 2015 REGULAR MEETING).**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 2nd Reading of RESOLUTION 2015-27, Proposed Ordinance 2015-449, to Amend Chapter 66 Vegetation Maintenance Standards (see attached).

The motion carried as follows:

M. Martin:	Yes	Doe:	Yes	Lovejoy Roe:	Yes
Stumbo:	Yes	Eldridge:	Yes		

- 5. 2ND READING OF RESOLUTION 2015-28, PROPOSED ORDINANCE 2015-450, TO AMEND CHAPTER 48 ARTICLE IV VACANT PROPERTY REGISTRATION TO INCLUDE COMMERCIAL AND INDUSTRIAL PROPERTIES (1ST READING HELD AT THE AUGUST 18, 2015 REGULAR MEETING).**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the 2nd Reading of Resolution 2015-28, Proposed Ordinance 2015-450, to Amend Chapter 48 Article IV Vacant Property Registration to Include Commercial and Industrial Properties (see attached).

The motion carried as follows:

M. Martin:	Yes	Doe:	Yes	Lovejoy Roe:	Yes
Eldridge:	Yes	Stumbo:	Yes		

- 6. 2ND READING OF PROPOSED ORDINANCE 2015-452, DESIGNATION OF AUTHORIZED OFFICIALS TO WRITE MUNICIPAL CIVIL INFRACTIONS (1ST READING HELD AT THE AUGUST 18, 2015 REGULAR MEETING).**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the 2nd Reading of Proposed Ordinance 2015-452, Designation of Authorized Officials to Write Municipal Civil Infractions (see attached).

The motion carried as follows:

Doe:	Yes	Lovejoy Roe:	Yes	Eldridge:	Yes
Stumbo:	Yes	M. Martin:	Yes		

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NEW BUSINESS

1. BUDGET AMENDMENT #11

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #11 (see attached).

The motion carried unanimously.

2. REQUEST OF KAREN WALLIN, HUMAN RESOURCES FOR APPROVAL OF POLICY AND PROCEDURE UPDATES TO THE TOBACCO USE POLICY AND AMERICAN WITH DISABILITIES ACT STATEMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Policy and Procedure Updates to the Tobacco Use Policy and American with Disabilities Act Statement (see attached).

The motion carried unanimously.

3. REQUEST TO APPROVE THE FIRST AMENDMENT TO THE LAKEWOOD PLANNED DEVELOPMENT AGREEMENT (MAJESTIC LAKES STAGE 1 PRELIMINARY PLANNED DEVELOPMENT AGREEMENT) AND AUTHORIZE THE SIGNING AND RECORDING OF THE AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve The First Amendment to the Lakewood Planned Development Agreement (Majestic Lakes Stage 1 Preliminary Planned Development Agreement) and authorize the Signing and Recording of the Agreement adding that before PD Stage II Final Site Plan Approval, the Master Deeds Must Be Approved by the Township Attorney (see attached).

The motion carried unanimously.

4. RESOLUTION 2015-30, PAYMENT OF RECURRING BILLS

The motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Resolution 2015-30 Payment of Recurring Bills (see attached).

The motion carried unanimously.

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5. RESOLUTION 2015-31, VACANT PROPERTY FEE SCHEDULE

The motion was made by Clerk Lovejoy Roe, supported by Trustee M. Martin to approve the Resolution 2015-31, Vacant Property Fee Schedule (see attached).

The motion carried unanimously.

6. RESOLUTION 2015-32, PROFESSIONAL SERVICE FEES FOR TOWNSHIP, ATTORNEY, PLANNER, ENGINEER, AND FIRE DEPARTMENT

The motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Resolution 2015-32, Professional Service Fees for Township, Attorney, Planner, Engineer, and Fire Department (see attached).

The motion carried unanimously.

7. RESOLUTION 2015-33, TEMPORARY ROAD CLOSURE REQUEST FOR 1ST ANNUAL YPSILANTI AREA UNITY MARCH (No Action Taken)

8. RESOLUTION 2015-34, RENEWABLE ENERGY STRATEGY FOR FORD LAKE HYDRO STATION

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve Resolution 2015-34, Renewable Energy Strategy for Ford Lake Hydro Station and Include the Waiving of any Charges Stated in the Fee Schedule to Township Departments (see attached).

The motion carried unanimously.

9. REQUEST TO APPROVE AMENDED ESTIMATES WITH THE WASHTENAW COUNTY ROAD COMMISSION IN THE INCREASED AMOUNTS OF \$2,732.50 FOR INSTALLATION OF TRAFFIC CALMING DEVICES ON BERKLEY AVE. AND \$1,688.00 FOR INSTALLATION OF THREE (3) PEDESTRIAN CROSSWALKS IN GREENE FARMS SUBDIVISION BUDGETED IN LINE ITEM #101-446-000-818-022

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve the Amended Estimates with the Washtenaw County Road Commission in the Increased Amounts of \$2,732.50 for Installation of Traffic Calming Devices on Berkley Ave., and \$1,688.00 for Installation of Three (3) Pedestrian Crosswalks in Greene Farms Subdivision Budgeted in Line Item #101-446-000-818-022.

The motion carried unanimously.

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- 10. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 1525 S. PASADENA, 1408 ANDREA ST., 1357 MCCARTHY CT., 7274 RACHEL DR., 711 CAYUGA, 1106 JUNEAU, 218 VALLEY AND 8950/9070 CHARLOTTE CT. IN THE AMOUNT OF \$40,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve to Seek Legal Action if Necessary to Abate Public Nuisance for Properties located at 1525 S. Pasadena, 1408 Andrea St., 1357 McCarthy Ct, 7274 Rachel Dr., 711 Cayuga, 1106 Juneau and 8950/9070 Charlotte Ct. in the amount of \$40,000.00 budgeted in Line Item #101-950-000-801-023.

The motion carried unanimously.

- 11. REQUEST OF NEXUS GAS TRANSMISSION FOR AUTHORIZATION TO SURVEY TOWNSHIP OWNED PARCELS K-11-13-331-005, K-11-13-331-017 AND K-11-13-331-003**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Request of Nexus Gas Transmission for Authorization to Survey Township Owned Parcels K-11-13-331-005, K-11-13-331-017 and K-11-13-331-003.

The motion carried unanimously.

- 12. REQUEST TO CANCEL YPSILANTI TOWNSHIP BOARD MEETING SCHEDULED FOR TUESDAY, NOVEMBER 3, 2015 DUE TO SPECIAL ELECTION**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Cancel Ypsilanti Township Board Meeting Scheduled for Tuesday, November 3, 2015 due to Special Election.

The motion carried unanimously.

OTHER BUSINESS

A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve the request by Jeff Allen, Residential Services Director, for \$12,000.00 to be paid to Anglin Civil to complete the concrete work for the Veterans' Drive project which will include extending existing sidewalk to Huron River Drive.

The motion carried unanimously.

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AUTHORIZATION AND BIDS

- 1. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO AUTHORIZE PURCHASE OF FIFTEEN (15) DELL CUSTOM BUILT WORKSTATIONS FROM DELL DIRECT IN THE AMOUNT OF \$16,785.30 BUDGETED IN LINE ITEM #101-266-000-977-000.**

A motion was made by Trustee Eldridge, supported by Doe to approve the purchase of fifteen (15) Dell Custom Built Workstations from Dell Direct in the Amount of \$16,785.30 Budgeted in Line Item #101-266-000-977-000.

The motion carried unanimously.

- 2. REQUEST TO DEVELOP QUALIFICATIONS FOR A PROFESSIONAL SERVICES PROPOSAL FOR A DOCUMENT MANAGEMENT SOLUTIONS PARTNER AND BRING A SINGLE PROPOSAL BACK TO THE BOARD FOR REVIEW AND CONSIDERATION.**

A motion was made by Treasurer Doe, supported by Trustee M. Martin to Approve Request to Develop Qualifications for a Professional Services Proposal for a Document Management Solutions Partner and Bring a Single Proposal Back to the Board for Review and Consideration.

The motion carried unanimously.

ADJOURNMENT

A motion was made by Clerk Lovejoy Roe to adjourn, supported by Treasurer Doe.

The motion carried unanimously.

The meeting adjourned at 8:00 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2015-29

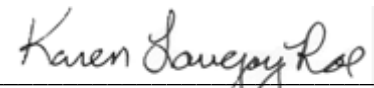
SPECIAL ASSESSMENT LEVY

WHEREAS, the Charter Township of Ypsilanti Board of Trustees, on September 15, 2015 held a public hearing on the proposed special assessment roll prepared by the Assistant Assessor, a copy of which is on file in the Clerk's Office, after advertising the same in a newspaper of record in the Township, and;

WHEREAS, on September 15, 2015 the Ypsilanti Township Board heard comments on said proposed special assessment roll prepared by the Assistant Assessor.

NOW THEREFORE, BE IT RESOLVED that the proposed special assessment roll prepared by the Assistant Assessor for the Charter Township of Ypsilanti be adopted and the amounts set forth on the special assessment roll be levied on the 2015 Winter Tax Roll.

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. 2015-29 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 15, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**PUBLIC ACT 188 OF 1954 PROCEEDINGS
CHARTER TOWNSHIP OF YPSILANTI
WASHTENAW COUNTY, MICHIGAN
NOTICE OF PUBLIC HEARING
ON SPECIAL ASSESSMENT ROLL**

PLEASE TAKE NOTICE that the Supervisor and Assessing Officer of the Township has reported to the Township Board and filed in the Office of the Township Clerk for public examination a special assessment roll prepared by the Assessor covering all properties within the Special Assessment Districts benefited by the districts listed below.

PLEASE TAKE FURTHER NOTICE that the Assessing Officer has further reported that the assessment against each parcel of land within said district is such relative portion of the whole sum levied against all parcels of land in said district as the benefit to such parcels bears to the total benefit to all parcels of land in said district.

PLEASE TAKE FURTHER NOTICE that the Township Board will hold a public hearing at the Ypsilanti Township Civic Center, 7200 S. Huron River Drive, Ypsilanti, MI on **September 15, 2015**, for the purpose of reviewing said special assessment roll and hearing any objections thereto. Said roll may be examined at the office of the Township Clerk during regular business hours of regular business days until the time of said hearing and may further be examined at said hearing. Appearance and protest at the hearing held to confirm the special assessment roll is required in order to appeal the amount of the special assessment to the Michigan Tax Tribunal.

An owner, or partner in interest, or his or her agent may appear in person at the hearing to protest the special assessment, or shall be permitted to file his or her appearance or protest by letter and his or her personal appearance should not be required. (The owner or any person having an interest in the real property who protests in person or in writing at the hearing may file a written appeal of the special assessment with the Michigan Tax Tribunal within 30 days after the confirmation of the special assessment roll.

THE FOLLOWING ARE THE PROPOSED SPECIAL ASSESSMENT ROLLS TO BE LEVIED ON THE 2015 WINTER TAX ROLL

SPECIAL ASSESSMENT	CODE
Sherman Oaks Water	051
Sugarbrook Security Cameras	060
West Willow Security Cameras	061
Thurston Area Security Cameras	062
Apple Ridge Area Security Cameras	063
Bud- Blossom Area Security Cameras	064

STREET LIGHT SPECIAL ASSESSMENTS

DISTRICT	CODE	DISTRICT	CODE
Shady Knoll 1-6	101	Nancy Park 1-3	102
Nancy Park 5-6	103	West Willow #1	104
Ypsi Twp Area	105	West Willow #2	106
Hickory Hill	107	Washtenaw Orchard	108
Washtenaw Ridge	109	Nancy Park #7	111
Rambling Road	112	Hickory Hill #1	113
Onandaga Street	114	West Willow Dist 3	115
S. Devonshire	116	Washtenaw Concourse	117
Delaware Street	118	Washtenaw CC #4	119
Ivanhoe Area	120	Oswego/Cayuga	121
Hawthorne Street	122	Hunt/Hollis	123
Turtle Creek	124	Turtle Creek 2	125
Debby Court	126	Lynne Street	127
West Willow 10&11	129	Johnson Place	130
Huron Hearthside	131	Oakland Estates	132
Washtenaw Clubview	133	Oakland Estates #3	134
Brookside Street	135	Huron Commercial	136
Crestwood Sub	137	Kansas St	138
Hayes Street	139	Ford Lake Village	140
Ford Lake Village #2	141	Streamwood 1-7	142
Deauville Parrish	146	Spruce Falls	147
Bagley Street	148	Partridge Creek #1	149
Georgetown Condos	150	Streamwood #8	151
Smokler Textile	152	Greene Farms #1 & #2	153
Golf Estates	154	Ohio St 2000	155
N. Kansas	156	Russell St	157
Dakota	158	Paint Creek Farms	159
Whispering Meadows #1	160	Amberly Grove	162
Greenfields #1	163	Partridge Creek 2&3	164
Partridge Creek North	165	Campbell St	166
Preserves	167	S Ivanhoe St	168
Clubview Sub	169	Wash Clubview	170
Taft Ave	171	Devonshire & Oregon	172
Greene Farms #3	173	Greene Farms #4	174
Raymond Meadows	175	Tyler Rd	176
Washtenaw Bus Park	177	Whittaker Village	178
Tremont Park #1	179	Tremont Park #2	180
Kirk St	181	Greene Farm 5	182
Greene Farm 6	183	Woodlawn St	184
Greenfields 2 & 3	185	Greene Farms #7	186
Whispering Meadows	187	Huron Meadows	188
Rivergrove	189	Aspen Ridge	191
Gates Ave	193	Fairway Hills	194
Washtenaw Clubview	196	Bradley Ave	197
Creekside West	198	Creekside South	199
Creekside East	201	Lakeview Area	202
Majestic Lake	203	Firwood Area	204
Bradley St	205		

KAREN LOVEJOY ROE, CLERK
Charter Township of Ypsilanti

The Ypsilanti Township Board will provide necessary reasonable auxiliary aids and services to individuals with disabilities requiring auxiliary aids or services. Individuals should contact the Ypsilanti Township Board by writing or calling the following: KAREN LOVEJOY ROE, CLERK, 7200 S. Huron River Drive, Ypsilanti, MI 48197, PHONE: (734) 484-5156 or E-MAIL: klovejoyroe@ytown.org

In Appreciation of Deputy L'Shane Bynum

On August 28, 2015 Washtenaw County Sheriff's Deputy L'Shane Bynum was dispatched to the 2500 block of International Drive for a reported heroin overdose. The frantic caller had found the victim in the bathroom not breathing and was hysterical as he reported to the dispatcher that his brother was probably dead.

Deputy Bynum, who was just around the corner fueling his patrol car, quickly arrived on the scene and located a faint pulse on the 26-year-old victim who didn't appear to be breathing. After finding a faint pulse and considering the reported history of drug abuse, Deputy Bynum quickly acted as he was trained to do. Deputy Bynum administered one dose of Nasal Naloxone in each nostril and, within a minute, the victim began to breathe and cough. Deputy Bynum said, "His eyes just opened really wide." The victim's younger brother broke into tears and repeatedly thanked Deputy Bynum on behalf of himself and his brother's unborn child soon on the way. Deputy Bynum continued to render aid until medical personnel arrived on the scene and transported the victim to the hospital.

Deputy Bynum has responded to eight (8) to ten (10) overdoses during his two years on the job and has said, "It's sad to see a loved one standing there saying, why aren't you doing anything?" Deputy Bynum has expressed gratitude that he now has a "tool to help, to actually save an individual's life."

In his personal life Deputy Bynum has always been a leader, whether it was captain of the football team, basketball team or track team. The Ypsilanti Township community is excited and encouraged to witness Deputy Bynum's leadership carry forward in his law enforcement career as he serves our community with dedication and compassion.

On behalf of the citizens of the Charter Township of Ypsilanti, the Board of Trustees hereby award this Proclamation of Appreciation to Deputy L'Shane Bynum for his decisive action to save a human life.

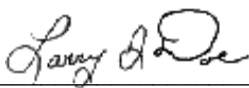
Dated and signed this 15th day of September, 2015.



Brenda L. Stumbo, Supervisor



Karen Lovejoy Roe, Clerk



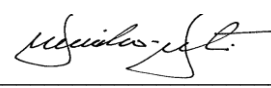
Larry J. Doe, Treasurer



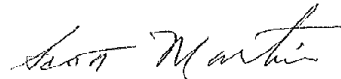
Jean Hall Currie, Trustee



Stan Eldridge, Trustee



Mike Martin, Trustee



Scott Martin, Trustee

PURCHASE AGREEMENT

This Purchase Agreement (Agreement) made the 16th day of September, 2015, between *Joseph Kissella Jr.*, a married man, whose address is 10365 Bemis Road (hereinafter "*Purchaser*"), and the *Charter Township of Ypsilanti*, a Michigan charter township, whose administrative offices are located at 7200 S. Huron River Drive, Ypsilanti, MI 48197 (hereinafter "*Seller*").

WITNESSETH:

Whereas, *Seller* owns a vacant parcel of land located in the Charter Township of Ypsilanti, Washtenaw County, State of Michigan, which parcel is identified as follows:

5871 S. Mohawk Avenue, Ypsilanti, Michigan, said legal description being Lot 50, Spruce Falls, tax ID number K-11-22-480-050; and

Whereas, *Purchaser* is interested in acquiring the aforementioned parcel owned by *Seller*, which parcel is located at 5871 S. Mohawk Ave., Ypsilanti, MI, (hereinafter "*Property*").

It is hereby agreed as follows:

1. *Description of the Property.*

Both the *Seller* and the *Purchaser* agree that the legal description of the *Property* which is Lot 50, Spruce Falls was previously verified by Ypsilanti Township Residential Appraiser Dawn L. Scheitz, MAAO, on *April 27, 2015*. This Valuation Report prepared by Residential Appraiser Scheitz provides both *Seller* and *Purchaser* with a definitive legal description and acreage content.

2. *Purchase Price.*

The Purchase Price for the *Property* shall be *Five Hundred Dollars*, payable by certified or cashier's check at the closing, subject to the provisions of paragraph 7.

3. *Conveyance.*

At the closing, the *Seller* agrees to convey good and marketable title to the *Property* to the *Purchaser* by a warranty deed, free and clear of all liens and encumbrances, but subject to easements and restrictions of record and rights of way of record including all restrictions as set forth in Paragraph 13.

4. *Title Commitment and Title Insurance.*

The *Seller* shall deliver to the *Purchaser* a title insurance commitment issued by *Campbell Title Agency*, 1894 Whittaker Rd, Ypsilanti, MI 48197, certified to the *Purchaser*, within *ten (10)* days after the signing of the *Purchase Agreement* to be followed with a final title insurance policy to be issued after closing. The cost of the title insurance commitment and the title insurance policy shall be paid by the *Purchaser*.

5. *Title Objections.*

Once *Purchaser* has received the title insurance commitment from *Campbell Title Agency* the *Purchaser* shall have *seven (7)* days to review the title shown by the commitment. If the title is not satisfactory, the *Purchaser* must give the *Seller* written notice of the deficiencies in title that must be corrected. The *Seller* shall then have *seven (7)* days to cure the defects and have the commitment reissued in a form that meets the requirements of the *Purchaser's* written notice. If the defects cannot be corrected by that date, the *Purchaser* may either waive the defects or terminate this *Agreement*, and have its Deposit refunded upon five (5) days written notice of this election. The *Purchaser* shall pay the entire costs of the title insurance premium at the time of closing.

6. *Due Diligence/Contingencies.*

Closing shall be contingent upon the occurrence of the following:

- A. *Purchaser's* satisfaction with the title insurance commitment.
- B. Once *Purchaser* timely notifies *Seller* that it elects to close as herein required, the earnest money deposit shall be nonrefundable and shall be applied as a credit on the *Purchase Price* at closing. See Paragraph 7.
- C. Once *Purchaser* notifies *Seller* that it elects to close as herein required, by so doing *Purchaser* thereby affirms that it has thoroughly inspected the physical condition of the *Property*. Furthermore, by so doing *Purchaser* acknowledges that it is satisfied with and that the *Seller* has made no representations or warranties with respect to the *Property*, and that the *Purchaser* takes the *Property* at closing in "as is" condition.

7. *Earnest Money Deposit and Termination.*

Simultaneously with the execution of this *Agreement*, *Purchaser* has deposited with *Seller* the sum of **\$500** as a good faith deposit. Said deposit shall be deposited with the offices of the Ypsilanti Township Treasurer and deposited into an FDIC institution and shall be applied to the *Purchase Price* at closing. In the event *Purchaser*, after its election to close, fails to

consummate the transaction contemplated hereby through no fault of *Seller*, the deposit shall be forfeited to *Seller* as liquidated damages. Any and all sums deposited hereunder shall be applied or refunded as provided herein. If the *Seller* refuses or fails to close, *Purchaser*, at its option, may elect to have as its sole and exclusive remedy either specific performance of this *Purchase Agreement* or have the deposit refunded to it in termination of this *Purchase Agreement*.

8. *Taxes and Assessments.*

The *Purchaser* shall pay all special assessments on the *Property* that are assessed on or before the effective date of this *Agreement*. The *Purchaser* shall pay all assessments that arise after the effective date of this *Agreement*. Michigan real estate taxes on the *Property* shall be prorated to the date of closing, according to due dates, under the assumptions that taxes are paid in advance. *Purchaser* shall pay for all state and local transfer taxes.

9. *Closing.*

The closing shall take place within *thirty* (30) days from the date *Purchaser* notifies *Seller* of its election to close as provided in Paragraph 6C or as otherwise agreed to by the parties, but in any event, said closing shall be held prior to *October 1, 2015* unless agreed to by the parties. The

closing shall be held at *Campbell Title Agency*. The *Seller* shall be responsible for preparing the documents for the closing. The documents shall be delivered to the *Purchaser* for review at least *three (3)* days before the closing. At the closing, the *Seller* shall sign and deliver the warranty deed for the *Property* to the *Purchaser* as herein described subject to the Restrictions set forth in Paragraph 13. The *Purchaser* shall pay the real estate transfer taxes. The *Purchaser* shall pay for the recording fees and prepare and file all recording and transfer affidavits. Both the *Seller* and *Purchaser* shall sign a closing statement memorializing the transaction.

10. *Real Estate Brokers, Third Party Claims and Attorneys Fees.*

Purchaser represents and warrants that there are no claims or amounts due for any brokerage or salesman commissions or fees or for any finders' fees in connection with the transaction set forth in this *Purchase Agreement*. *Seller* likewise represents and warrants that there are no third party claims or amounts due for any brokerage or salesman commissions or fees or for any finders fees in connection with the transaction set forth, in this Purchase Agreement unless otherwise agreed to specifically between *Seller* and any broker. Each party further agrees to indemnify and hold and save the other party harmless from any claims or demands for commissions by persons claiming by or through such other party in connection with the transactions set forth in this *Purchase Agreement*. These representations

and warranties shall survive the closing. The *Purchaser* shall be responsible for his own attorney fees and furthermore the *Purchaser* shall be responsible for the attorney fees incurred by the Township for the handling of this transaction which shall be remitted in the form of a cashier's check made payable to the "*Charter Township of Ypsilanti*" at the time said closing is held at the Offices of Campbell Title Agency whose address is 1894 Whittaker Rd, Ypsilanti, MI 48197. The estimated amount of attorney fees that will be reimbursed to the *Seller* by the *Purchaser* is \$1,120.00 which is the same hourly rate that is currently paid by the Township to legal counsel for legal services.

11. *Notices.*

Any notice required or permitted to be given or served upon any party hereto in connection with this *Purchase Agreement* shall be deemed to be completed and legally sufficient:

- A. When personally delivered with written acknowledgement of receipt; or
- B. One business day following the date it is deposited with an expedited mail service company for delivery on the next business day; or
- C. By facsimile transmission; or

D. Two business days after the date when deposited in the United States Mail, certified, return receipt requested, postage prepaid; addressed as follows:

If to Seller: Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197
Attention: Clerk Karen Lovejoy Roe

If to Purchaser: Joseph Kissella Jr.
10365 Bemis Road
Ypsilanti, MI 41897

*With a copy to
Counsel for Seller:* Wm. Douglas Winters
McLain & Winters
61 North Huron St.
Ypsilanti, MI 48197
fax – 734-481-8909
mcwinlaw@gmail.com

12. Possession.

The *Seller* shall deliver possession of the *Property* to *Purchaser* at the time of closing.

13. Restrictions to Deed.

Purchaser agrees that the deed conveyed by *Seller* shall be restricted in the following manner:

- a. Said property can only be utilized for the construction of a single family residential structure and an accessory building

in accordance with the Township's Zoning Ordinance for R-4 Single Family Use.

- b. If a residential structure is built on the subject property, it shall not be purchased for the purpose of leasing the home to any person without the express written approval of the Ypsilanti Township Board of Trustees.
- c. In the event a single family residential structure is constructed and is occupied by anyone who is not a homeowner, to the extent permitted by federal, state and local law including the ordinances adopted and enforced by the Township, the rental of any residential structure constructed at 5871 Mohawk Avenue shall not be at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing.

14. **Purchaser's Obligation to Install a Sidewalk.**

Purchaser shall within sixty days of the closing construct a sidewalk in accordance with all Township specifications and requirements that shall traverse across the Property and shall connect with the existing sidewalk north of the property which is Lot 49 and whose tax parcel ID number is K-11-22-480-049 as well as the existing sidewalk south of the property which is Lot 51 and whose tax parcel ID number is K-11-22-480-051. This

requirement of the Purchaser to connect the sidewalk as set forth in this paragraph shall survive the closing and shall be enforceable by the Seller in a court of competent jurisdiction with all costs and actual attorney fees that are incurred to enforce this provision shall be paid by the Purchaser to Seller as determined by the Court.

15. *Entire Agreement.*

This *Purchase Agreement* constitutes the entire agreement of the parties and all prior or contemporaneous oral or written agreements, understandings, representations and statements are merged into this *Purchase Agreement*. Neither this *Purchase Agreement* nor any provision hereon may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement is sought and then only to the extent set forth in such instrument.

16. *Governing Law.*

This *Purchase Agreement* shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

17. *Further Assurances.*

Each party shall do, execute, acknowledge and deliver all such further acts, instruments and assurances and take all such further action before or after the closing as shall be necessary or desirable to fully carry out this *Purchase Agreement* and to fully consummate and effect the transactions contemplated hereby.

18. *No Third Party Benefits.*

This *Purchase Agreement* is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns and no third party is intended to or shall have any rights hereunder.

19. *Time is the Essence.*

Time is of the essence in the performance of this *Purchase Agreement*.

20. *Interpretation.*

This *Purchase Agreement* shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both *Seller* and *Purchaser* have contributed substantially and materially to the preparation of this *Purchase Agreement*.

21. *Counterparts.*

This *Purchase Agreement* and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

22. *Successor and Assigns.*

This *Purchase Agreement* and the covenants, conditions and obligations set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, administrators, representatives and assigns.

23. *Captions and Pronouns.*

The section headings of the paragraphs contained herein are for convenience only and do not limit, define or construe the contents of such paragraphs. Whenever a personal pronoun is used in the neuter or gender, it shall be deemed to include masculine and feminine unless the context indicates to the contrary.

24. *Corporate Resolution.*

Simultaneous with the signing of this *Purchase Agreement*, *Seller* shall provide *Purchaser* and Campbell Title Agency with a certified

resolution made pursuant to a duly held meeting of the Township Board of Trustees authorizing this transaction and designating the officers empowered to sign all necessary documents.

25. Effective Date.

The date shown on page 1 shall be the effective date of this Agreement.

WITNESSED:

Lisa K. Manett
Lisa R. Garrett

Lisa K. Manett
Lisa R. Garrett

Lisa K. Manett
Lisa R. Garrett

SELLER:

Brenda L. Stumbo
Charter Township of Ypsilanti
Brenda L. Stumbo, Supervisor

Dated: 9-16-15

Karen Lovejoy Roe
Charter Township of Ypsilanti
Karen Lovejoy Roe, Clerk

Dated: 9-16-15

PURCHASER:

Joseph Kissella Jr.
Joseph Kissella Jr.

Dated: 9/17/15

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2015-16

WHEREAS, at its regularly scheduled meeting held April 28, 2015 the Charter Township of Ypsilanti Planning Commission (“Commission”) recommended that the Charter Township of Ypsilanti Board of Trustees (Board) deny the application submitted by Blue Majestic, LLC. to amend the Planned Development (PD) Stage I Site Plan and Rezoning as associated with the Majestic Lakes Residential Development, formerly known as Lakewood Farms; and

WHEREAS, in recommending denial to the Township Board, the Commission found that the proposed amendment, which contained one hundred forty-two (142) rental housing units, would not be harmonious or compatible with the surrounding uses in the area; and

WHEREAS, the Township Board has reviewed and compared proposed amended PD Stage I Site Plan and Rezoning with the current PD-14 zoning and has considered the requests of the residents for fewer multi-family units and more single family units and has determined the proposed amended PD Planned Development Stage I Site Plan and Rezoning is more harmonious and compatible with the surrounding uses in the area than the current PD-14; and

WHEREAS, on April 23, 2002 the Townships Planning Commission recommended approval to the Township Board to re-zone the property from RM-2 (multiple family) and R-3 (single family) to PD (planned development) along with the original developers application for PD Stage 1 Preliminary Site Plan Approval, which recommendations were forwarded to the Township Board for approval; and

WHEREAS, on May 21, 2002 the Township Board reviewed and approved the original developers PD Stage 1 Preliminary Site Plan and Rezoning; and

WHEREAS, the current PD Stage II Final Site Plan and PD-14 rezoning allows for a total of 415 units consisting of 116 single family units and 299 multiple family units and the proposed amended PD Stage I Preliminary Site Plan and Rezoning decreased the number of total units from 415 to 392 and increases the number of single family units from 116 to 234 (increase of 118) and

decreases the number of multiple family units from 299 to 158 (decrease of 141);
and

WHEREAS, the Township Board has determined the new amended PD Stage 1 Site Plan and Rezoning provides a benefit to the community as a whole and should be approved with conditions noted below.

WHEREAS, the Township Board invited a broad area of Township residents to an informational meeting on the proposed rezoning held on Thursday, June 4, 2015.

NOW THEREFORE,

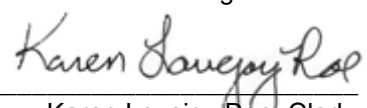
BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees hereby approves the application of Blue Majestic, LLC. to amend the Planned Development (PD) Stage I Site Plan and Rezoning as associated with the Majestic Lakes Residential Development formerly known as Lakewood Farms to be known as PD Planned Development #20 (PD-20) upon the applicant agreeing to the following conditions:

1. The applicant shall agree to install security cameras at all entrances and exits of the subject property and in the back and hidden areas of the development.
2. The applicant shall agree to assist in the creation of a special assessment district in order to provide funding for the operation and maintenance of the security camera system.
3. The applicant shall install a fence, landscaping, and signage along the neighboring Lake Joyce in order to hinder any further trespassing.
4. The applicant shall agree to make access to existing non-motorized trails open and convenient without hindrance between buildings to enable convenient non-motorized connections with Textile Road and encourage healthy, walkable lifestyles.
5. Each subsequent developer and/or builder shall be required to enter into a development agreement with the Township to insure compliance with the approved final plan.
6. All conditions, obligations and requirements noted within the Development Agreement executed on April 8, 2013 between the Charter Township of Ypsilanti and Blue Majestic, LLC. shall remain in full force and effect including the creation of a streetlight assessment district internally and also for Tuttlehill and Textile Roads.

7. The applicant shall agree to maintain the required and approved single-family/multi-family residential ratio (60/40) by the prohibition of renting the detached single-family units within the development and will include language in the development agreement regarding prohibition of rentals and restrictions that would allow single family rentals only under very specific circumstances, which would be included in the planned development agreement, that would prohibit the homes from being rented at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing. Single family home rentals under specific circumstances will only be allowed for three years.
8. The applicant shall agree not to accept any form of government subsidy in lieu of rent for the apartment and/or condominium portion of the development. All rent shall be sustained at the market rate and the development agreement should include specifics regarding this condition.
9. Any and all additional issues that may arise during the preparation of the final engineering and final site plan shall be resolved prior to PD Stage II final site plan consideration and shall be included in the final development agreement.
10. The developer shall work with the Office of Community Standards to increase the architectural standards on all homes on 50ft lots on the planned development site plan subject to township board approval at PD Stage II (as outlined in the September 8, 2015 letter to Wm. Douglas Winters, Attorney, from Joe Lawson, Planning Director, see attached exhibit C)
11. The Developer will contain language in the development agreement to assure Nautica Pointe will establish and implement an ongoing maintenance program to ensure the proposed multi housing units will at all times be in compliance with the Township's Property Maintenance Code.
12. The Developer will move units at the entrance of Nautica Pointe on Tuttlehill Rd. back to provide more open space and landscaping at the boulevard entrance.
13. The Developer agrees to work with the Washtenaw County Road Commission and Ypsilanti Township to separate the roads in Nautica Pointe Apartments from the single family homes.

NOW THEREFORE, BE IT FINALLY RESOLVED that Charter Township of Ypsilanti Board of Trustees hereby adopts by reference Ordinance 2015-448 attached hereto which Ordinance rezones the specifically described properties from their current PD-14 Planned Development classification to PD-20 Planned Development zoning classification and that before PD stage II the master deeds must be approved by the Township attorney.

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. 2015-16 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 15, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

September 8, 2015

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

Re: Majestic Lakes
50-foot lot home standards

Mr. Winters,

As requested during the first reading of the Majestic Lakes Planned Development (PD20) during the July 21, 2015 Board meeting, please find below the recommended exterior standards relating to the proposed residential structures to be constructed on the 50-foot wide lots:

- All homes shall maintain a minimum 5-foot side yard setback in order to maintain the minimum structure separations as required by the adopted Michigan Residential Code.
- There shall be a minimum of 50% face brick or stone on the front façade.
- There shall be a face brick or stone hip wall at least 3-feet above finished grade on the side and rear elevations.
- On the side of the structure where the garage door is located, the exterior wall surface above the garage door shall be treated with the same material as the remainder of the wall adjacent to the door.
- With the exception of the front façade encumbered by an attached garage, the remaining portion of the front façade shall include a covered front porch; at least 6-feet in depth and 2-feet above finished grade.

These recommendations are intended to maintain the “cottage home” type environment of the neighborhood as mentioned by the developer while also maintaining higher quality exterior materials in exchange for the requested 50-foot wide lots.

Should it be helpful, I am happy to discuss any of these recommendations in greater detail in order to assist this project moving forward.

If you should have any questions, please do not hesitate to contact me.

CHARTER TOWNSHIP OF YPSILANTI

ORDINANCE NO. 2015-448

*An Ordinance to Amend Ordinance No. 74,
adopted May 18, 1994 so as to rezone real property
located South of Textile Road and East of Tuttle Hill Road
as in the attached description from its current PD-14 Planned Development zoning classification
to the PD-20 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 South of Textile Road and East of Tuttle Hill Road, and more particularly described as follows:

See attached Legal Description, labeled "Attachment A" shall be rezoned from its current PD-14 Planned Development zoning classification to the PD-20 Planned Development 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 parcel of real property from its current PD-14 Planned Development zoning classification to the PD-20 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 adoption of Ordinance No. 2015-448 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on September 15, 2015 after first being introduced at a Regular Meeting held on July 21, 2015. The motion to approve was made by member Roe and seconded by member Doe. YES: Mike Martin, Eldridge, Doe, Stumbo, Roe ABSENT: S. Martin, Currie NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

EXHIBIT A

PROPERTY

DESCRIPTION OF A 254.51 ACRE PARCEL OF LAND IN THE WEST ½ OF SECTION 26,
T3S, R6E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

Commencing at the West ¼ corner of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence N89°51'07"E 50.00 feet along the East-West ¼ line of said Section 26 for a PLACE BEGINNING; thence N00°40'17"W 492.09 feet along the Easterly Right of Way line of Tuttle Hill Road (variable width); thence S89°39'35"E 528.04 feet; thence N00°40'17"W 495.14 feet; thence S89°52'12"E 736.71 feet; thence N00°50'53"W 1681.82 feet along the West line of the East ½ of the Northwest ¼ of said Section 26; thence S89°56'52"E 1309.51 feet along the North line of said Section 26 and the centerline of Textile Rod (66.00 feet wide) to the North ¼ corner of said Section 26 (as monumented); thence S89°55'00"E 1110.09 feet along said North line and said centerline of Textile Road; thence S01°27'01"W 572.66 feet (recorded as 578.82 feet); thence S88°20'52"E 227.71 feet; thence S00°55'58"E 2064.38 feet along the East line of the West ½ of the Northeast ¼ of said Section 26; thence S89°30'11"W 1209.33 feet along the East-West ¼ line of said Section 26 to the Center of said Section 26 (as monumented); thence S00°34'23"W 1329.00 feet to the Northeast Corner of the Frank H. Clark Subdivision (as monumented) as recorded in Liber 10, Page 11, Washtenaw County Records, Washtenaw County, Michigan; thence S01°15'20"E 0.86 feet along the West line of said Frank H. Clark Subdivision (as monumented) S89°45'51"W 2606.78 feet along the South line of the North ½ of the Southwest ¼ of said Section 26; thence N00°39'24"W 959.17 feet along the West line of said Section 26 and the centerline of said Tuttle Road; thence N89°51'07"E 581.40 feet; thence N00°39'24"W 374.63 feet; thence S89°51'07"W 531.40 feet along said East-West ¼ line to the Place of Beginning, contain 254.79 acres of land, more or less. Excepting therefrom a 0.28 acre parcel of land being described as follows: Commencing at the North ¼ corner of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence S89°55'00"E 1110.09 feet along the North line of said Section 26 and the centerline of Textile Road (66 feet wide); thence S01°27'01"W 33.01 feet; thence N89°55'00"W 120.00 feet along the Southerly Right of Way line of said Textile Road for a PLACE OF BEGINNING; thence S00°55'59"E 175.00 feet; thence N89°55'00"W 70.00 feet; thence N00°55'59"W 175.00 feet; thence S89°55'00"E 70.00 feet along the said South line of Textile Road to the Place of Beginning, containing 0.28 acres of land, more or less; The remaining parcel containing 254.51 acres of land, more or less, being part of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan. Being subject to the rights of the public over the Northerly 33.00 feet thereof as occupied by Textile Road, also being subject to the rights of the public over the Westerly 33.00 feet thereof as occupied by Tuttle Hill Road, also being subject to easements and restrictions of record, if any.

**CHARTER TOWNSHIP OF YPSILANTI
ORDINANCE NO. 2015 - 451**

An ordinance to amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to increase sewage disposal service rates.

BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:

Section 62-77 of Chapter 62, Article IV of the Code of Ordinances be revised as follows:

For all billings rendered prior to October 1, 2015, existing sewage disposal service rates shall prevail. For all billings rendered on or after October 1, 2015, charges for sewage disposal services shall be as provided for in Schedule A, for each bimonthly (two-month) period:

Schedule A:

Meter Size (inch)	Allowed Usage Cubic Feet	CAPITAL CHARGE		OM&R		TOTAL	
		Contract Community	All Others	Contract Communities	All Others	Contract Community	All Others
5/8-3/4	600	\$1.33	\$1.33	\$17.75	\$21.97	\$19.08	\$23.30
1	1000	\$2.24	\$2.24	\$29.67	\$37.40	\$31.91	\$39.64
1½	2100	\$4.89	\$4.89	\$60.88	\$76.89	\$65.77	\$81.79
2	4000	\$8.89	\$8.89	\$117.43	\$147.80	\$126.32	\$156.69
3	9000	\$20.01	\$20.01	\$256.28	\$330.71	\$276.29	\$350.72
4	16200	\$36.02	\$36.02	\$488.88	\$596.04	\$524.89	\$632.06
6	36000	\$80.04	\$80.04	\$1,054.06	\$1,326.49	\$1,134.11	\$1,406.53
8	66000	\$146.70	\$146.70	\$1,923.79	\$2,423.04	\$2,070.49	\$2,569.74
10	102000	\$223.38	\$223.38	\$2,977.87	\$3,749.52	\$3,201.26	\$3,972.91
12	150000	\$333.44	\$333.44	\$4,383.30	\$5,518.11	\$4,716.74	\$5,851.54

For all usage in excess of allowed usage, the rate per 100 cubic feet shall be as follows:

	CAPITAL CHARGE	OM&R	TOTAL
Contract Communities	\$0.224	\$1.921	\$2.145
All Others	\$0.224	\$2.025	\$2.249

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2015-451 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on September 15, 2015 after first being introduced at a Regular Meeting held on August 18, 2015. The motion to approve was made by member Roe and seconded by member Doe. Yes: Mike Martin, Eldridge, Stumbo, Roe, Doe. ABSENT: S. Martin, Currie NO: None. ABSTAIN: None.

Karen Lovejoy Roe

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Published: Thursday, September 24, 2015

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2015-27

*Amending the Charter Township of Ypsilanti
Code of Ordinances, Chapter 66 entitled Vegetation*

Whereas, the Charter Township of Ypsilanti (“Township”) Ordinance 66-31 requires property owners to maintain grass, weeds and other vegetation to an average height of seven inches (7”); and

Whereas, the Township’s Office of Community Standards has received numerous complaints from residents of uncut grass and vegetation along fence lines, structural perimeters and landscaped areas which exceed 7” in height; and

Whereas, the growth of grass and vegetation along fence lines, structural perimeters and landscaped areas exceeding the 7” height limitation is unsightly and negatively impacts the overall appearance of neighborhoods; and

Whereas, Ordinance 2015-449 amends the Township Code to specifically require that grass and vegetation along fence lines, structural perimeters and landscaped areas be maintained in a manner that the growth does not exceed 7” in height;

Now Therefore,

Be it resolved, that Ordinance No. 2015-449 is hereby adopted by reference.

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. 2015-27 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 15, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
ORDINANCE NO. 2015-449**

*An Ordinance to Amend the
Ypsilanti Charter Township Code of Ordinances
Chapter 66 entitled Vegetation*

The Charter Township of Ypsilanti hereby ordains that the Charter Township of Ypsilanti Code of Ordinances, Chapter 66 entitled Vegetation, is amended as follows:

Sec. 66-26. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commissioner means the commissioner of noxious weeds.

Lawn extension means the unpaved portion of any street which is inside the curblineline.

Natural areas means a site largely unaltered by modern human activity where vegetation is distributed in naturally occurring patterns.

Sec. 66-27. - Violations, civil infractions.

Any person, firm or corporation, which owns real property (as shown on the assessor's records), violating any provision of this article shall be responsible for a civil infraction and shall be subject to a fine as follows:

- (1) The fine for any first violation shall be \$75.00;
- (2) The fine for any violation which the violator has, within the past two years, been found in violation of once before, shall be \$150.00;
- (3) The fine for any violation which the violator has, within the past two years, been found in violation of twice before, shall be \$250.00.

Sec. 66-27.1. - Each day a separate civil infraction.

A separate civil infraction shall be deemed committed upon each day during or when a violation occurs or continues.

Sec. 66-27.2. - Rights and remedies are cumulative.

The rights and remedies provided herein are cumulative and in addition to any other remedies, including an action to abate, restrain, and/or enjoin filed in a court of competent jurisdiction.

Sec. 66-28. - Diseased, damaged, infested vegetation.

No tree or other vegetation which by virtue of disease, damage or insect infestation presents a hazard to persons or property on adjoining land shall be maintained.

Sec. 66-29. - Trimming and corner clearance.

Trees and other vegetation on private property shall be maintained so that no part thereof intrudes upon the public right-of-way in the space eight feet above the surface of the right-of-way. Vegetation on private property within 25 feet of the intersection of right-of-way lines shall not be permitted to grow to a height of 36 inches above the adjacent right-of-way surface. Trees may be maintained within 25 feet of the intersection but must have all branches trimmed to provide clear vision for vertical height of eight feet above the roadway surface.

Sec. 66-30. - Lawn extensions.

The owner or occupant of every parcel of land is responsible for grading, planting, mowing and raking the extension so that it is covered with grass or other ground cover approved by the commissioner before it reaches a height of seven inches. Upon receipt of evidence demonstration that vegetation cannot be maintained on a lawn extension, the commissioner may issue a permit to cover the lawn extension with stone or such other material as will present a neat appearance.

Sec. 66-31. - Grass and weeds.

It shall be the duty of all owners of any residential, developed, subdivided or landscaped areas, including vacant properties that adjoin such areas, to cut or destroy any grass, noxious weeds or other vegetation found growing on such land before it reaches height of seven inches. This provision applies to lands, including fence lines, structural perimeters and landscaped areas. In other areas situated within close proximity to an occupied structure and when deemed necessary to protect the health, safety and welfare of citizens, such vegetation may be maintained at an average height of less than ten inches.

The commissioner may designate natural areas where such vegetation may be permitted to grow in excess of ten inches without causing blight, creating a nuisance or compromising the safe and sanitary maintenance of nearby dwellings, commercial and industrial buildings.

Annually, a notice shall be published in a newspaper of general circulation during the month of March indicating that if grass, weeds and other vegetation are not cut or destroyed by June 1 and thereafter maintained according to these standards during the growing season, they may be cut or removed by the township and the costs charged against the property as described in section 66-32.

Sec. 66-32. - Enforcement.

If private property or a lawn extension is not maintained as required by this article, the commissioner may have the work done to bring the property or lawn extension into compliance. The notice provided for enforcement of sections other than section 66-31 shall be sent to the address of the owner as shown on the assessor's records at least five days prior to commencing the work. If an immediate hazard to public safety occurs, no prior notice shall be necessary. The actual costs of the work needed to bring property or a lawn extension into compliance, together with an additional 15 percent of that cost, shall be billed to the owner. If this amount is not paid within 45 days, it shall be a special assessment

against the property as provided in this Code. The supervisor shall add such expense to the tax roll on such lands, and such shall become a lien against such lands and be enforced in the same manner as provided by the laws of the state for general property taxes.

Sec. 66-33. - Financial hardship.

Under proof of financial hardship, the supervisor may authorize charges under section 66-32 to be paid in installments or reduced and subject to township board approval.

Severability

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

Effective Date and Repeal of Conflicting Ordinances

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

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

Secs. 66-34—66-60. - Reserved.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2015-449 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on September 15, 2015 after first being introduced at a Regular Meeting held on August 18, 2015. The motion to approve was made by member Roe and seconded by member Doe. Yes: Mike Martin, Eldridge, Doe, Stumbo, Roe. ABSENT: S. Martin, Currie NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Published: Thursday, September 24, 2015

RESOLUTION 2015-28

Whereas, the Township Board has seen an increase in vacant residential, commercial and industrial properties since the foreclosure crisis in 2007, and

Whereas, a number of vacant residential, commercial and industrial properties have been allowed to deteriorate resulting in unsecured structures, burst water pipes, collapsed roofs, unmaintained lawns and shrubs; and

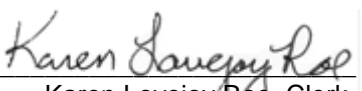
Whereas, the Township Board of Trustees finds that it is in the best interest of the health, safety and welfare of Township residents to regulate vacant residential, commercial and industrial properties by requiring that such properties register with the Office of Community Standards; and

Whereas, Ordinance 2015-450 requires that vacant properties be inspected, maintained and secured in accordance with the standards set forth in the 2012 International Property Maintenance Code;

Now Therefore,

Be it resolved, that Ordinance No. 2015-450 is hereby adopted by reference.

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. 2015-28 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 15, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
ORDINANCE NO. 2015-450**

*An Ordinance to Amend Chapter 48 Article IV of the
Ypsilanti Charter Township Code of Ordinances
Regarding Vacant Property Registration*

The Charter Township of Ypsilanti hereby ordains that the Ypsilanti Township Code of Ordinances is amended as follows:

Article IV of Charter 48 entitled Property Maintenance is amended as follows:

Sec. 48-81. - Purpose.

The purpose of this article is to prevent the deterioration of township neighborhoods and business districts by regulating vacant abandoned and foreclosed residential, commercial and industrial properties to insure that such properties are in compliance with all applicable state law and township code requirements including the township property maintenance code adopted by the township in sections 48-27 and 48-28 of the Ypsilanti Township Code of Ordinances.

Sec. 48-82. - Definitions.

As used in this article:

Code compliance certificate means an annual certificate issued by the township office of community standards that the structure is in compliance with all applicable state law and township code requirements, including the township's property maintenance code.

Owner means any person or entity with legal or equitable ownership or possessory interest in any residential, commercial or industrial structure. The owner shall include, but not be limited to, a bank, credit union, trustee, financial institution or trust which is in possession (in whole or in part) of the real property, foreclosing a lien or mortgage interest in the affected property, but may or may not have legal or equitable title.

Vacant property means a residential, commercial, or industrial structure that remains unoccupied for a period in excess of 30 days. Vacant property does not mean property that is temporarily unoccupied while the residents are away on vacation, tending to personal matters or business, or property that is not intended by the owner to be left vacant.

Sec. 48-83. - Scope.

The provisions of this article shall apply to all existing residential, commercial or industrial structures. This article does not relieve any person from compliance with all other township ordinances, the state building code, and all other laws, rules and regulations.

Sec. 48-84. - Evidence of vacant property.

Evidence of vacancy shall include any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions include, but are not limited to: overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk and/or debris; boarded up windows; abandoned vehicles, auto parts or materials; the absence of or continually drawn window coverings such as curtains, blinds and/or shutters; the absence of furnishings and/or personal items consistent with habitation or occupancy; statements by neighbors, delivery agents or utility agents, including township employees, that the property is vacant.

Sec. 48-85. - Registry of vacant properties.

There is hereby created in the township office of community standards a registry of vacant residential, commercial and industrial structures.

Sec. 48-86. - Vacant properties to be registered annually.

Owners of real property are required to register all vacant residential, commercial and industrial properties within 30 days of the vacancy and to reregister the properties annually thereafter. Residential, commercial and industrial owners of single family and duplex structures that are vacant at the time of the enactment of this article must register within 30 days.

Sec. 48-87. - Owner's registration form; content.

Owners who are required to register their properties pursuant to this article shall submit a completed vacant property registration form, as provided by the township office of community standards containing the following information:

- (1) The name of the owner of the property.
- (2) A mailing address where mail may be sent that will be acknowledged as received by the owner. If certified mail/return receipt requested is sent by the township office of community standards to the address and the mail is returned marked "refused" or "unclaimed," then such occurrence shall be prima facie proof that the owner has failed to comply with this requirement. If ordinary mail sent by the township office of community standards to the address is returned for whatever reason, then such occurrence shall be prima facie proof that the owner has failed to comply with this requirement.
- (3) The name of an individual responsible for the care and control of the vacant property. Such individual may be the owner, if the owner is an individual, or may be someone other than the owner with whom he/she has contracted.
- (4) A current address, phone number, fax, and email address (if fax and email addresses are available) where communications may be sent that will be acknowledged as received by the owner or individual responsible for the care and control of the property. If certified mail/return receipt requested is sent to the address and the mail is returned marked "refused" or "unclaimed," or if ordinary mail sent to the address is returned for whatever reason, then such

occurrence shall be prima facie proof that the owner has failed to comply with this requirement.

- (5) Authorization to the township staff to access the exterior of the property for inspection purposes.
- (6) Verification that the utilities and the furnace are functioning.
- (7) Proof of property insurance coverage for vacant structure(s).

Sec. 48-88. - Annual registration and safety and blight inspection fee.

The annual registration and safety and blight inspection fees shall be set by the township board to offset the cost of processing the form, conducting the safety and blight inspection and maintaining the records. In addition, if an owner fails to register, the owner shall be assessed the added cost of the township's expense in having to determine ownership, which may include, but is not limited to title search and legal expenses.

Sec. 48-89. - Requirement to keep information current.

If at any time the information contained in the registration form is no longer valid, the property owner shall within ten days file a new registration form containing current information. There shall be no fee to update the current owner's information.

Sec. 48-90. –Requirement to maintain property insurance.

An owner of vacant residential, commercial, or industrial structure(s) shall maintain current property insurance on the vacant structure(s) against structural loss or damage including but not limited to fire damage. Upon request of the Department of Community Standards, owners shall present valid proof of property insurance. Failure to present, upon request, valid property insurance, shall result in a suspension of the certificate of registration.

Sec. 48-91. - Inspections required.

Owners of residential, commercial and industrial structures who are required to file an owner's registration form under this article must immediately obtain and pay for a township office of community standards safety and blight inspections of the vacant property; and if applicable, obtain necessary permits for required repairs; make required repairs; obtain any follow-up inspections from the township office of community standards thereafter to ensure the structure is safe, secure and maintained to the standards of the township's property maintenance code and water and sewer requirements set forth in chapters 48 and 62 of the township code. The owner or the owner's agent shall certify by affidavit that all water, sewer, electrical, gas, HVAC, plumbing systems, roofing, structural systems, foundations, and drainage systems are sound, operational, or properly disconnected. The owner or the owner's agent shall also certify by affidavit that the property is in compliance with the township's property maintenance code, and the water and sewer requirements set forth in chapters 48 and 62 of the township code.

Sec. 48-92. - Building inspection; maintenance and security requirements.

Properties subject to this article shall be maintained and secured to comply with the minimum security fencing, barrier and maintenance requirements of the township's property maintenance code.

Pools, spas, and other water features shall be kept in working order or winterized to ensure that the water remains clear and free of pollutants and debris, or drained and kept dry and free of debris, and must comply with the minimum security fencing, barrier and maintenance requirements of the property maintenance code.

Vacant properties subject to this article shall be maintained in a secure manner so as not to be accessible to unauthorized persons. Secure manner includes, but is not limited to, the closure and locking of windows, doors (walk-through, sliding and garage), gates and any other opening of such size that it may allow a child to access the interior of the property and/or structure(s). Broken windows must be repaired or replaced within seven days. Boarding up of open or broken windows is prohibited except as a temporary measure for no longer than 30 days.

Sec. 48-93. - Open property; securing fee.

Property subject to this article that is left open and/or accessible shall be subject to entry by the township in order to ensure that the property has not become an attractive nuisance and to ensure that the property is locked and/or secured and in compliance with the township's property maintenance code. The owner of property subject to this article which property is found open or unsecured shall be responsible for paying a securing fee as set by the township board to offset the cost incurred by the township in contacting the owner or management company to secure the property. If the owner and/or management company cannot be contacted or does not secure the property within a reasonable time, the owner shall be responsible for paying the cost incurred by the township in securing the property.

Sec. 48-94. - Reoccupation of vacant property; notification to township.

Prior to reoccupation of property that is subject to this article, the owner shall notify the township that the property has been sold or rented, and to whom.

Sec. 48-95. - Fire damaged property.

If an occupied structure is damaged by fire, the owner has 30 days, unless otherwise extended by the director of community standards or his designee, from the date of the fire to apply for a permit to start construction or demolition.

Failure to do so will result in the property being deemed vacant and subject to the requirements of this article.

Sec. 48-96. - Unpaid fees; assessment.

All fees hereunder that remain unpaid after 14 days' written notice to the owner/management company shall be assessed against the property as a lien and placed on the tax roll.

Sec. 48-97. - Penalties; municipal civil infraction.

Except as otherwise provided, a violation of this article shall be a municipal civil infraction subject to prosecution and penalty under Section 42.21(3) of the Michigan Compiled Laws. The requirements of this article are in addition to, and not in lieu of any other rights and remedies provided by law. Violation of this article shall be a municipal civil infraction and for the first offense subject to a minimum \$200.00 fine and any of the penalties authorized under Section 600.8727 of the Michigan Compiled Laws and/or Section 600.8302 of the Michigan Compiled Laws. Second or subsequent offenses shall be subject to a minimum fine of \$400.00 and any of the penalties authorized under Section 600.8727 of the Michigan Compiled Laws and/or Section 600.8302 of the Michigan Compiled Laws. Each day that a violation continues shall be considered a separate offense.

Severability

Should any action, 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

This Ordinance shall become effective upon 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 adoption of Ordinance No. 2015-450 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on September 15, 2015 after first being introduced at a Regular Meeting held on August 18, 2015. The motion to approve was made by member Roe and seconded by member Eldridge. Yes: Mike Martin, Eldridge, Doe, Stumbo, Roe. ABSENT: S. Martin, Currie NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
ORDINANCE NO. 2015-452**

*An Ordinance to amend the Code of Ordinances
of the Charter Township of Ypsilanti.*

The Charter Township of Ypsilanti ordains:

Chapter 40. Municipal Civil Infractions

Section 40-28.

Designation of Authorized Officials is amended to ADD the following persons with authority to issue municipal civil infractions for violations of the Ypsilanti Township Code of Ordinances:

Ypsilanti Township Quality Assurance Specialist
Ypsilanti Township Recreation Services Manager
Ypsilanti Township Executive Coordinator
Ypsilanti Township Firefighters

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.

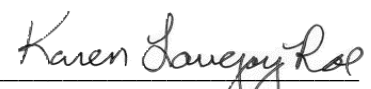
Publication

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

Effective date

This Ordinance shall become effective upon 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 adoption of Ordinance No. 2015-452 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on September 15, 2015 after first being introduced at a Regular Meeting held on August 18, 2015. The motion to approve was made by member Roe and seconded by member Eldridge. Yes: Mike Martin, Eldridge, Doe, Stumbo, Roe. ABSENT: S. Martin, Currie NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Published: Thursday, September 24, 2015

**CHARTER TOWNSHIP OF YPSILANTI
2015 BUDGET AMENDMENT #11**

September 15, 2015

206 - FIRE FUND

Total Increase \$1,000.00

Increase contribution revenue and fire prevention materials expenditure for the donation made by Walmart to be used to promote fire prevention. This is funding by the donation from Walmart.

Revenues:	Contributions & Donations	206.000.000.675.000	\$1,000.00
		Net Revenues	<u><u>\$1,000.00</u></u>
Expenditures:	Fire Prevention Materials	206.206.000.742.000	\$1,000.00
		Net Expenditures	<u><u>\$1,000.00</u></u>

Request budget line transfer between cost centers for EMPCO testing for Fire Marshal. This is funded by a line transfer from department 970 capital outlay to department 220 Civil Service.

Expenditures:	Computer/Comm/Furniture	206.970.000.980.001	(\$3,600.00)
		Net Expenditures	<u><u>(\$3,600.00)</u></u>
Expenditures:	Professional Services	206.220.000.801.000	\$3,600.00
		Net Expenditures	<u><u>\$3,600.00</u></u>

266 - LAW ENFORCEMENT FUND

Total Increase \$0.00

Request budget line item transfer between cost centers for payout of PTO per employee request approved by Department Head and the three full time Elected Officials for payout of 148 accrued PTO hours at 75% (this is over the 32 hours that was originally budget for employee). This is funded by a line transfer from department 301 sheriff services to department 304 ordinance.

Expenditures:	Public Camera Maintenance	266-301-000-933.000	(\$3,023.20)
		Net Revenues	<u><u>(\$3,023.20)</u></u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	266-304-000-708.004	\$3,023.20
		Net Expenditures	<u><u>\$3,023.20</u></u>

893 - NUISANCE ABATEMENT FUND

Total Increase \$7,000.00

Increase blight enforcement expenditure due to more than anticipated clean ups in the Township about 50% of the blight costs are collected as revenue. This is funded by an increase to the Service Charges for Blight revenue and an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Appropriation	893-000-000-699.000	\$5,000.00
	Charge Services - Blight	893-000-000-626.631	\$2,000.00
		Net Revenues	<u><u>\$7,000.00</u></u>
Expenditures:	Blight Enforcement Costs	893-893-000-806.001	\$7,000.00
		Net Expenditures	<u><u>\$7,000.00</u></u>

Motion to Amend the 2015 Budget (#11):

Move to increase the Fire Fund budget by \$1,000 to \$5,216,443.71 and approve the department line item changes as outlined.

Move to process a line transfer between cost centers in the Law Enforcement Fund and approve the department line item changes as outlined.

Move to increase the Nuisance Abatement Fund by \$7,000 to \$48,869 and approve the department line item changes as outlined.

****NEW POLICY****
AMERICAN WITH DISABILITY STATEMENT

The Charter Township of Ypsilanti is committed to complying with all applicable provisions of the Americans with Disability Act (“ADA”). It is the Township’s policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual’s disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with the policy of nondiscrimination, the Township will make reasonable accommodations for qualified employees with disabilities, if such accommodation does not constitute an undue hardship on the Authority.

When an employee with a disability recognizes an accommodation is needed to perform the essential functions of his/her job the individual or his/her representative must let their supervisor or Human Resource Department know that she/he needs accommodation related to a medical condition. Once a member of Township management has been notified about a need for reasonable accommodation related to a medical condition the employee will be directed to the Human Resource Department to further evaluate the request. Under Michigan law, persons with a disability needing accommodations(s) for employment must do so in writing within 182 days after the date the person with a disability knew or reasonably should have known that an accommodation was needed. In addition to the written notice, management may also need to ask additional relevant questions and request appropriate medical documentation to establish a person has a qualified ADA disability.

The Human Resource Department has overall responsibility for this policy and maintains reporting and monitoring procedures in accordance with the ADA and all other applicable federal, state, and local laws. Any questions or concerns should be referred to the Human Resource Department who will promptly, thoroughly and fairly investigate every issue brought to its attention in this area.

Should an employee of the Charter Township of Ypsilanti feel that their request for accommodation under the American with Disability Act (“ADA”) has been violated, the attached Grievance Form should be completed and forwarded to the Human Resource Department for thorough investigation.

AMERICANS WITH DISABILITIES ACT GRIEVANCE FORM

Grievances should be addressed to: The Charter Township of Ypsilanti Human Resource Department, 7200 South Huron River Drive, Ypsilanti, Michigan 48197, (734) 484-0065, who has been designated to coordinate the Charter Township of Ypsilanti's Reasonable Accommodations Committee (RAC). A citizen, applicant, or employee may only file a grievance after a request for reasonable accommodation/accessibility has been denied or not resolved to his/her satisfaction.

.....

NAME: _____

ADDRESS: _____

TELEPHONE: _____

ARE YOU A CHARTER TOWNSHIP OF YPSILANTI EMPLOYEE: _____

HAVE YOU PREVIOUSLY REQUESTED A REASONABLE ACCOMMODATION?

_____ YES _____ NO

IF SO, GIVE DATES OF REQUEST AND RESOLUTION:

(Attach copies of request and resolution)

BRIEFLY DESCRIBE YOUR GRIEVANCE AND STATE WHY YOU BELIEVE THE CHARTER TOWNSHIP OF YPSILANTI HAS VIOLATED THE AMERICANS WITH DISABILITIES ACT AND/OR THE MICHIGAN PERSONS WITH DISABILITIES CIVIL RIGHTS ACT: *(You may attach additional sheet of paper if necessary)*

COMPLAINANT'S SIGNATURE: _____

DATE: _____

*****NEW POLICY*****
TOBACCO USE POLICY

The Charter Township of Ypsilanti is committed to providing a work environment that promotes productivity and healthy working conditions to its employees, customers and visitors. As required by applicable federal, state and local regulations, this policy defines “tobacco use” to cover the smoking of any tobacco product; use of smokeless tobacco products (chewing tobacco, dipping tobacco, snuff and any other smokeless tobacco product); and any form of electronic cigarettes (e-cig or e-cigarette), personal vaporizers (PV) or electronic nicotine delivery systems (ENDS). This policy shall apply to all employees of Ypsilanti Township, 14B District Court and to customers, contractors and visitors.

The smoking of any tobacco product, use of smokeless tobacco products, and any form of electronic cigarettes (e-cig or e-cigarette), personal vaporizers (PV) or electronic nicotine delivery systems (ENDS) is strictly prohibited within all enclosed Charter Township of Ypsilanti buildings and worksites without exception, including Township vehicles. Enclosed areas are defined as common work areas, private offices, conference and meeting rooms, hallways, lunchrooms, stairwells, restrooms, elevators, and garages.

The smoking of any tobacco product, use of smokeless tobacco products, and any form of electronic cigarettes (e-cig or e-cigarette), personal vaporizers (PV) or electronic nicotine delivery systems (ENDS) is permitted outdoors in specified marked areas at least 50 feet from building entrances, windows, and ventilation systems of buildings and facilities, dependent on the property. While the Charter Township of Ypsilanti makes these designated areas available and clearly marked to smokers, it in no way has any legal responsibility to do so. Smoking shall not be permitted along path way or walk way leading to or from the designated smoking area to ensure that persons entering or leaving the building or facility shall not be subjected to secondhand exposure and to ensure tobacco smoke does not enter the building or facility. Additionally, employees may smoke in their personal vehicles, but smoke and tobacco products must be completely contained within the vehicle.

Where use of tobacco products is permitted, it is expected such products are not used while interacting with customers; that all residual material is discarded appropriately; and no littering occurs. This helps to keep a neat and clean environment for all employees and our visiting customers.

Compliance with this policy is the responsibility of every employee and important to provide a safe and healthy working environment. Employees who observe a violation of this policy should bring it to the attention of their immediate supervisor or the Human Resource Department for prompt and thorough investigation. Any employee found in violation of this policy will be subject to disciplinary action up to and including discharge.

**FIRST AMENDMENT TO LAKEWOOD
PLANNED DEVELOPMENT AGREEMENT**

This First Amendment to Lakewood Planned Development Agreement (“**Amendment**”) is entered into as the Effective Date provided below by **Blue Majestic LLC**, a Michigan limited liability company, whose address is 32400 Telegraph Road, Suite 100, Bingham Farms, Michigan 48025, including its successors and assigns (“**Blue Majestic**”), and the **Charter Township of Ypsilanti**, a Michigan municipal corporation, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197-7099 (the “**Township**”).

Recitals

A. Blue Majestic and the Township entered into the Lakewood Planned Development Agreement, dated April 8, 2013, and recorded in Liber _____, Page _____, Washtenaw County Records (the “**PD Agreement**”), with respect to certain real property which is described therein and on **Exhibit A** attached hereto (the “**Property**”). Capitalized terms used, but not defined, in this Amendment shall have the meanings given to such terms in the PD Agreement.

B. Pursuant to the PD Agreement, four (4) condominium developments were established within the Property: (i) The Ponds at Lakewood; (ii) Lakewood Villas; (iii) Lakewood Pointe; and (iv) Lakewood Estates (individually, a “**Condominium Project**,” and collectively, the “**Condominium Projects**”).

C. Blue Majestic is the sole owner of the units within Lakewood Villas and Lakewood Pointe and neither Condominium Project has any residents. Two (2) building have been constructed within The Ponds at Lakewood (the “**Existing Buildings**”), containing a total of sixteen (16) attached condominium units.

D. The Lakewood Association Declaration of Easements, Covenants, Conditions and Restrictions, dated May 18, 2007, was recorded in Liber 4627, Page 74 Washtenaw County Records (“**Declaration**”) with respect to the Property. A master association (“**Lakewood Association**”) will be established pursuant to the Declaration to provide for the maintenance of the Open Space within the Property which is shared by each portion of the Project.

E. Blue Majestic has requested that the PD Agreement and related plans be amended: (i) to permit the establishment of different types of residential projects where Lakewood Pointe and Lakewood Villas are currently located; and (ii) to permit the establishment of site condominium units within the portion of The Ponds at Lakewood that does not contain the Existing Buildings.

F. In connection with its request to amend the PD Agreement, Blue Majestic has submitted to the Township Planning Commission a new application for PD Stage I Preliminary Site Plan Approval, together with a copy of an amended PD Stage I Preliminary Site Plan (the “**Amended PD Stage I Preliminary Site Plan**”). The Planning Commission forwarded to the Township Board its recommendations regarding the Amended PD Stage I Preliminary Site Plan.

G. On _____, the Township Board reviewed and approved the Amended PD Stage I Preliminary Site Plan.

H. The Amended PD Stage I Preliminary Site Plan is consistent with the purposes and objectives of the Condominium Act, Act 59 of the Public Acts of Michigan of 1978, as

amended, and are otherwise consistent with the Township's Zoning Ordinance and Condominium Regulations pertaining to the use and development of a planned development.

NOW THEREFORE, in consideration of the parties' promises, duties and covenants described in this Amendment, the parties agree to amend the PD Agreement as follows:

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

2. **Name of Planned Development.** The name of the planned development is amended to Majestic Lakes Planned Development. All references in the PD Agreement to the Lakewood PD shall be deemed to refer to Majestic Lakes PD.

3. **Rezoning to PD District.** The Property has been rezoned to PD (Planned Development) district for the development of the Project pursuant to the Amended PD Stage I Preliminary Site Plan, copies of which is on file with the Township. An index of the plans that constitute a part of the approved Amended PD Stage I Preliminary Site Plan is attached hereto as **Exhibit B.**

4. **Approval of Amended PD Stage I Preliminary Site Plan.** The Amended PD Stage I Preliminary Site plan for the Project has been approved in accordance with the authority granted to and vested in the Township pursuant to the Michigan Zoning Enabling Act, Act 110 of 2006, in accordance with Ordinance No. 74, [99-200] the Zoning Ordinance of Ypsilanti Township, enacted in 1994 [1999], as amended, and specifically Article XIX entitled PD Planned Development Regulations, and in compliance with Act 288, Public Acts of 1967, as amended, the Land Division Act. The parties acknowledge that the Amended PD Stage I Preliminary Site Plan does not modify the PD Stage II final site plan that has been approved for

Lakewood Estates and, Lakewood Estates is identified in the Amended PD Stage I Preliminary Site Plan for identification purposes only.

5. **Permitted Residential Developments.** Section 2.3 of the PD Agreement is amended to add the following provisions:

(a) Blue Majestic shall have the right to terminate Lakewood Pointe Condominium and Lakewood Villas Condominium.

(b) The Amended Stage I Preliminary Site Plan identifies the following approved residential projects:

(i) A condominium project containing the existing 72 single family site condominium units known as Lakewood Estates;

(ii) A condominium project containing up to 44 single family site condominium units to be known as Majestic Lakes Estates;

(iii) An attached for lease community consisting of 142 ranch units with attached 2 car garages, to be known as Nautica Pointe;

(iv) A condominium project containing up to 81 single family site condominium units, to be known as The Village at Majestic Lakes;

(v) The Ponds at Lakewood, which currently contains 2 Existing Buildings.

(vi) A condominium project containing up to 37 single family site condominium units, to be known as The Ponds at Majestic Lakes, within a portion of the land that is currently part of The Ponds of Lakewood. In connection with the contraction of the applicable portion of The Ponds at Lakewood condominium project to establish The Ponds at Majestic Lake condominium project, Blue Majestic shall establish the

easements necessary for the proper functioning and shared cost of maintaining the common elements within The Ponds at Lakewood and The Ponds at Majestic Lakes, including utility, access and entranceway easements.

(vii) The term “**Condominiums**” and “**Condominium Projects**” shall mean Lakewood Estates, Majestic Lakes Estates, The Ponds at Lakewood, The Ponds at Majestic Lakes and The Village at Majestic Lakes Estates. The Condominium Projects and Nautica Pointe are sometimes collectively referred to herein as the “**Residential Projects**.” The foregoing projects are collectively referred to as the “Residential Projects”.

6. **Conditions of PD Stage II Final Site Plan Approval; Development**

Agreements. The approved PD Stage II final site plan for Lakewood Estates shall continue in effect, and the completion of Lakewood Estates and the issuance of building permits for units within Lakewood Estates shall continue to be governed by the PD Agreement, unless expressly amended by this Amendment. Prior to developing or improving any other Residential Project, Blue Majestic (or its successor or assignee) shall submit to the Township a PD Stage II final site plan for approval, which approval shall not be unreasonably withheld, conditioned or delayed if the final site plan is consistent with the Amended Stage I Preliminary Site Plan, and the PD Agreement, as amended by this Amendment. Upon the Township’s approval of the PD Stage II final site plan for a Residential Project, Blue Majestic (or its successor in title to the Residential Project) and the Township shall enter into a development agreement that incorporates the approved conditions and requirements pertaining to the approved PD Stage II final site plan that were adopted by the Township Board in its resolutions, and agreed to by Blue Majestic or its successor in title. Such development agreement shall be recorded with the Washtenaw County

Register of Deeds and shall constitute covenants and restrictions binding on such Residential Project.

7. **Incorporation of Existing Site Improvements.** The parties acknowledge that the Property, other than the Undeveloped Land, has been improved with roads, utilities and storm drainage improvements (collectively, the “**Existing Site Improvements**”). Blue Majestic or the developer of a Residential Project shall be entitled to incorporate the Existing Site Improvements within its PD Stage II final site plan for such Residential Project, provided that, as a condition to obtaining building permits for dwellings with the Residential Project, the developer of such Residential Project shall complete the punch list items that are identified by the Township’s Office of Community Standards, in consultation with YCUA, the WCWRC and WCRC (as to those Residential Projects that will contain public roads).

8 **Phased Development.** The Property may be developed in phases in accordance with the Amended PD Stage I Preliminary Site Plan and the PD Agreement, as amended by this Amendment. Each phase shall include the associated infrastructure necessary to serve such phase. Subject to the foregoing, Blue Majestic shall have the right to determine the sequencing of such phases and more than one phase may be developed at the same time.

9. **Architectural Types.** Section 2.3 of the PD Agreement is amended to provide that the Project will contain the following Residential Projects: (i) Lakewood Estates, which consists of 72 approximately 60 foot wide site condominium units; (ii) Majestic Lakes Estates, which will consist of 44 approximately 60 foot wide site condominium units; (iii) The Ponds at Lakewood, which consists of 2 Existing Buildings containing 8 condominium units each; (iv) The Ponds at Majestic Lakes, which will consist of 37 approximately 50 foot wide site condominium units condominium, or as a separate condominium project); (v) The Village at

Majestic Lakes, which will consist of 81 approximately 50 foot wide site condominium units; and (vi) Nautica Pointe, which will consist of a for lease community containing 142 attached ranch units with attached 2 car garages.

10. **Open Space Areas.** Section 2.4 of the PD Agreement is amended to provide that all of the Residential Projects, including Nautica Pointe, shall be entitled to the benefits of, and be subject to the obligations under, the Declaration, including the right of residents within Nautica Pointe to use the Open Space and the obligation of the owner of Nautica Pointe to contribute to the costs of operating the Lakewood Association. The Declaration currently addresses the maintenance of the Open Space which is subject to the Conservation Easement and certain other site improvements within the Condominium Projects that are shared by the Condominium Projects, such as entranceways, parks and pathways. Blue Majestic shall have the right to amend the Declaration to clarify that each Residential Project, at its cost, shall be solely responsible for maintaining the site improvements that are located within such Residential Project and the Lakewood Association shall be responsible for maintaining the Open Space, including the lakes. Notwithstanding the foregoing, the easements that have been established in the Declaration for the shared use of roads, entranceways, parks, pathways, recreational facilities, utilities and storm drainage facilities which are located within the Residential Projects shall continue in effect.

The Open Space areas contain existing trails for pedestrian and non-motorized traffic. Blue Majestic and its successors in title will make access to such trails open and accessible and without hindrance between buildings on the Property, to enable convenient, non-motorized connections to Textile Road and to encourage healthy, walking lifestyles.

11. **Lakewood Association.** Section 2.5 of the PD Agreement is amended to provide that, at such time as Blue Majestic is no longer entitled to appoint all of the members of the Board of Directors of the Lakewood Association, the Board shall consist of one (1) director from each of the Residential Projects and each Residential Project shall be entitled to select its representative on the Lakewood Association Board.

12. **Master Deeds and Bylaws.** Section 2.6 [sic] of the PD Agreement is amended to add that Blue Majestic shall submit to the Township for its review and approval a Master Deed for Majestic Lakes Estates, The Village at Majestic Lakes and The Ponds at Majestic Lakes, which approval shall not be unreasonably withheld, conditioned or delayed. Following the Township's approval of such Master Deed(s), Blue Majestic shall record such Master Deed(s) with the Washtenaw County Register of Deeds.

13. **Storm Water Management.** Section 2.9 of the PD Agreement is amended to add the following:

(a) The owner of Nautica Pointe shall assume responsibility to preserve, retain, maintain and keep operational any detention areas, inlet and outlet areas, and other storm drainage facilities located within Nautica Pointe, whether arising under the PD Agreement or any other open space maintenance agreements or other maintenance and/or easement agreements entered into with the Township or other governmental entities, from the date of certification by the Township engineer that he or she has inspected the required improvements and is reasonably satisfied that they are proper and complete. Upon the completion of the storm water and detention facilities within Nautica Pointe and the approval of such storm drainage and detention facilities by the WCWRC, the owner of Nautica Pointe shall be responsible for the maintenance

of such storm drainage and detention facilities and Blue Majestic shall have no maintenance obligations in connection therewith.

(b) In the event that the owner of Nautica Pointe at any time fails to maintain or preserve the detention areas, the inlet and outlet areas, or other storm drainage facilities located within Nautica Pointe in accordance with the PD Agreement, the Township or the Washtenaw County Water Resources Commissioner's Office may serve written notice by certified mail upon the owner of Nautica Pointe, setting forth the deficiencies in the owner of Nautica Pointe's maintenance and/or preservation of the detention areas, inlet and outlet areas or other storm drainage facilities in accordance with the PD Agreement and this Amendment. The written notice shall include a demand that deficiencies of maintenance and/or preservation be cured within thirty (30) days of the date of said notice. If the deficiencies set forth in the original notice, or any subsequent notice are not cured within the thirty (30) day period, the Township, in order to prevent the detention areas, inlet and outlet areas, etc. from becoming a nuisance, may enter upon the detention areas, inlet and outlet areas, or other storm drainage facilities, and perform the required maintenance and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a ten (10%) percent surcharge for administrative costs, shall be placed on the next Township roll as a special assessment against Nautica Pointe and collected in the same manner as general property taxes.

14. **Applicable Yard Setbacks.** All references to "Condominiums" in Section 2.11 shall be deemed to refer to the Residential Projects. The existing PD Stage II final site plan for Lakewood Estates identifies the width and size of each unit within Lakewood Estates and the approved front yard, rear yard and side yard setbacks for each unit within Lakewood Estates. The PD Stage II final site plans for the other Condominium Projects shall identify the width and size

of each unit within such project and the PD Stage II final site plans for each Residential Project shall identify the approved front yard, rear yard and side yard setbacks for each unit within such Residential Project. Approved setbacks shall accomplish the preservation of natural resources and natural features, such as trees, views, vistas and topography. No exterior wall of a principal residence shall be erected or placed other than within the confines of the approved building area without the consent of the Township. Minor variances to the foregoing setback and yard requirements may be administratively approved by the Township's Office of Community Standards, without the necessity of amending this Agreement.

15. **Development Review.** Section 2.13 of the PD Agreement is amended in its entirety and replaced with the following: The PD Stage II final site plan and detailed construction plans for a Residential Project, and homes to be built within the Condominium Projects, shall not be subject to any enactments or amendments to the Township Zoning Ordinance, the Township Site Condominium Ordinance, or any other Township ordinances, rules and regulations which affect the development of the Property or the architectural standards governing construction in the Residential Projects that become effective after the date of the approval of the applicable PD Stage II final site plan.

16. **Roads.** Section 2.14 of the PD Agreement is amended to provide that the internal roads within Nautica Pointe and The Ponds at Lakewood shall be private. The roads within the Condominium Projects other than The Ponds at Lakewood shall be public, in accordance with Section 2.14 of the PD Agreement.

17. **Interior Sidewalks.** Section 2.15 of the PD Agreement is amended to provide that Nautica Pointe shall not contain sidewalks. All Condominium Projects, other than the Ponds

at Lakewood, shall contain interior sidewalks, in accordance with Section 2.15 of the PD Agreement.

18. **Public Water and Sewer.** All references to “Condominiums” in Sections 2.16 shall be deemed to refer to Residential Projects.

19. **Street Lighting.** Section 2.18 of the PD Agreement is amended to provide that street lighting in Nautica Pointe shall be private and maintained by the owner of Nautica Pointe. Accordingly, no SAD for the maintenance of street lighting shall be established for Nautica Pointe.

20. **Security Cameras.** Security cameras shall be installed at the two entranceways on Tuttle Hill Road and the one entranceway to the Project on Textile Road. The security cameras shall meet the specifications established by the Township and shall be installed before the issuance of certificates of occupancy are requested for Nautica Pointe. Such cameras shall be monitored by the Township’s Department of Public Safety. The creation and establishment of a special assessment district (“**Security Camera SAD**”) for the purpose of defraying the Township’s cost of maintaining and repairing the security cameras shall be established for each Residential Project, including Nautica Pointe, for which building permits are requested, and such Security Camera SAD shall be established prior to the issuance of certificates of occupancy within such Residential Project. Given that Lakewood Estates already contains occupied homes, Blue Majestic shall promptly petition the Township for the establishment of the Security Camera SAD with respect to Lakewood Estates, and the Township will continue to issue certificates of occupancy for completed homes within Lakewood Estates pending the establishment of the Security Camera SAD for Lakewood Estates. The Security Camera SAD for each Residential Project shall be based on the relative number of units within such Residential Project in relation

to the total number of units that are contained in the overall Project, and each Residential Project within the overall Majestic Lakes PD shall be subject to the Security Camera SAD.

21. **Construction of Playground Amenities.** The Township acknowledges that, in accordance with Section 2.20, Blue Majestic has installed recreational amenities within the Project pursuant to plans approved by the Office of Community Standards and Blue Majestic has provided to the office of Community Standards reasonable evidence that Blue Majestic incurred costs in excess of \$53,000 in connection with the installation of such recreational amenities. Accordingly, Blue Majestic is not required to make the second \$53,000 payment to the Township under Section 2.20 of the PD Agreement.

22. **Street Trees; Perimeter Fencing within Nautica Pointe.** Section 2.22 of the PD Agreement is amended to provide that the developer of Nautica Pointe shall install within Nautica Pointe the landscaping which is identified in the landscaping plans that have been approved as part of the Amended PD Stage I Preliminary Site Plan. In addition, the developer of Nautica Pointe shall install perimeter fencing, landscaping and signage within the portion of Nautica Pointe behind units 1 through 9 that abuts Lake Joyce in order to deter trespassing. Such improvements shall be installed pursuant to landscaping plans approved the Township's Office of Community Standards.

23. **Rental Restrictions for New Site Condominiums.** Blue Majestic agrees to impose certain restrictions on the rental of homes within The Village at Majestic Lakes and the single family site condominium units in The Ponds at Lakewood, in order to promote and preserve the owner occupied character of such neighborhoods. At the same time, the parties recognize that a home owner may need to lease his or her home due to various circumstances, such as a job transfer, relocation, the loss of a job or for health or other reasons. Based on the

foregoing, the Village at Majestic Lakes and the site condominium units in The Ponds at Lakewood shall be subject to the following restrictions:

(a) A single family home within the above Condominium Projects shall not be purchased for the purpose of leasing the home to other persons. A home within the above-referenced Condominium Projects shall only be sold to persons who intend to occupy such home as their personal residence.

(b) If a home owner whose home qualifies as the home owner's principal residence under the Michigan General Property Tax Act, Act 206 of 1893, as amended, vacates his or her home, such home owner will be permitted to lease his or her home to other persons during the period such home owner continues to hold title to the home, If such home owner thereafter conveys or otherwise transfers title to the home, any lease then in effect shall automatically terminate and, subject to subparagraph (c) below, the tenant(s) shall be required to immediately vacate the home, unless such tenant is the purchaser of the home.

(c) A home owner who is permitted to lease his or her home pursuant to subparagraph (b) above, may lease the home for a period not to exceed three (3) years, regardless of whether the home owner continues to own the home beyond such three (3) year period. However, upon the request of the home owner to the applicable Association Board of Directors, the Board of Directors may, upon a showing of good cause, grant a "one time only" extension which extension may be for any number of months with a maximum of 24 months and shall not, under any circumstances, exceed two (2) additional years to lease the home.

(d) For purposes of the foregoing restrictions, the grant of a mortgage by a home owner shall not constitute a transfer of the home owner's title to the home.

Notwithstanding anything to the contrary contained herein, a mortgagee that obtains possession

of a home by foreclosure, receivership or deed in lieu of foreclosure, shall also be permitted to lease the home to other persons during the period such mortgagee (or any affiliated entity formed by the mortgagee to hold title to the mortgagee's foreclosed properties) holds title to the home.

(e) The rental rates for homes permitted to be leased under this Section shall be consistent with the overall rental market of similarly sized rental properties within the Township, and to the extent permitted by federal, state and local law, including the laws adopted and enforced by the Township, the rental of homes shall not be at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing.

(f) Except as provided above in this Section, the leasing of homes within The Village at Majestic Lakes and the single family site condominium homes within The Ponds at Lakewood shall not be permitted, unless a written waiver is obtained from the Board of Directors of the Association formed to administer the affairs of such Condominium Project.

(g) The leasing of homes shall otherwise be subject to all applicable ordinances of the Township pertaining to the leasing of single family residential properties, including ordinances pertaining to licensing and inspections.

(h) All leases or rental agreements that are permitted under this Section shall incorporate the foregoing provisions.

(i) The foregoing restrictions shall be contained in the master deeds for the above-referenced Condominium Projects. The master deeds shall also contain provisions, approved by the Township, giving the Township the authority to enforce the foregoing restrictions and prohibiting the amendment of such restrictions without the prior consent of the Township. In addition, the master deeds for such Condominium Projects may contain such

additional restrictions relating to the leasing of condominium units, as determined by Blue Majestic.

24. **Nautica Pointe Marketing and Rent Restrictions; Maintenance.** In addition to the provisions of Section 3.3 of the PD Agreement, the developer of Nautica Pointe may utilize one pre-leasing trailer and a construction trailer for Nautica Pointe until such time as the construction of building improvements within Nautica Pointe have been completed. Lease rates within Nautica Pointe will be consistent with market rates in the Township for multi-family housing. However, the owner of Nautica Pointe shall have the right to adjust such rates at any and all times in response to market conditions. To the extent permitted by federal, state and local law, including the laws adopted and enforced by the Township, the rental of units within Nautica Pointe shall not be at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing. Nautica Pointe shall comply with all fair housing requirements. Nautica Pointe will establish and implement an ongoing maintenance program so that its project will comply with the Township's Property Maintenance Code.

25. **Vested Project; Successor Developers.** The overall Project, as amended by the Amended PD Stage I Preliminary Site Plan and this Amendment, shall be deemed fully "vested" and the PD Agreement, as amended shall continue in effect. In the event a Residential Project is developed by a successor in title to Blue Majestic, the developer of such Residential Project shall be deemed to have assumed Blue Majestic's rights and obligations with respect to such Residential Project under the PD Agreement, this Amendment, the Amended PD Stage I Preliminary Site Plan, the PD Stage II final site plan that is approved for such Residential Project and the development agreement applicable to such Residential Project, and Blue Majestic shall have no further obligations or liability in connection therewith.

25. **Miscellaneous.**

(a) **Execution in Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

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

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

(d) **No Third Party Beneficiaries.** This Amendment is for the sole and exclusive benefit of the parties hereto and their respective successors in interest and assigns, and no third party is intended to, or shall have, any rights hereunder.

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

(f) **Inspections**. In consideration of the above undertakings to approve the Residential Projects, the Township shall provide timely and reasonable Township inspections as may be required during construction.

(g) **Recordation of Amendment**. The Township shall record this Amendment with the Washtenaw County Register of Deeds.

(h) **Effect of Amendment**. Except as modified by this Amendment and the Amended PD Stage I Preliminary Site Plan, the terms and provisions of the PD Agreement shall continue in full force and effect and are hereby ratified by the parties. In the event of any conflict between the terms and provisions of the PD Agreement, as amended by this Amendment, including the Amended PD Stage I Preliminary Site Plan, and the provisions of the Zoning Ordinance or any other Township ordinances, rules, regulations or any amendments thereto, the provisions of the PD Agreement, as amended by this Amendment, and the Amended PD Stage I Preliminary Site Plan shall control and variances shall not be required.

(j) **Effective Date**. The Effective Date of this Amendment shall be the last date on which both Blue Majestic and the Township sign this Amendment.

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

STATE OF MICHIGAN)
)SS
COUNTY OF WASHTENAW)

On this 15th day of September, 2015, the foregoing instrument was acknowledged before me by Brenda L. Stumbo, Supervisor, and Karen Lovejoy Roe, Clerk, of Charter Township of Ypsilanti, a Michigan Municipal corporation on behalf of the corporation.

Lisa R. Garrett

LISA R. GARRETT
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires February 25, 2017
Acting in the County of Washtenaw

_____, Notary Public Washtenaw County, MI
Acting in the County of Washtenaw, State of Michigan
My Commission expires: 2-25-17

DRAFTED BY:

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

WHEN RECORDED RETURN TO:

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

EXHIBIT A

PROPERTY

DESCRIPTION OF A 254.51 ACRE PARCEL OF LAND IN THE WEST ½ OF SECTION 26,
T3S, R6E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

Commencing at the West ¼ corner of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence N89°51'07"E 50.00 feet along the East-West ¼ line of said Section 26 for a PLACE BEGINNING; thence N00°40'17"W 492.09 feet along the Easterly Right of Way line of Tuttle Hill Road (variable width); thence S89°39'35"E 528.04 feet; thence N00°40'17"W 495.14 feet; thence S89°52'12"E 736.71 feet; thence N00°50'53"W 1681.82 feet along the West line of the East ½ of the Northwest ¼ of said Section 26; thence S89°56'52"E 1309.51 feet along the North line of said Section 26 and the centerline of Textile Rod (66.00 feet wide) to the North ¼ corner of said Section 26 (as monumented); thence S89°55'00"E 1110.09 feet along said North line and said centerline of Textile Road; thence S01°27'01"W 572.66 feet (recorded as 578.82 feet); thence S88°20'52"E 227.71 feet; thence S00°55'58"E 2064.38 feet along the East line of the West ½ of the Northeast ¼ of said Section 26; thence S89°30'11"W 1209.33 feet along the East-West ¼ line of said Section 26 to the Center of said Section 26 (as monumented); thence S00°34'23"W 1329.00 feet to the Northeast Corner of the Frank H. Clark Subdivision (as monumented) as recorded in Liber 10, Page 11, Washtenaw County Records, Washtenaw County, Michigan; thence S01°15'20"E 0.86 feet along the West line of said Frank H. Clark Subdivision (as monumented) S89°45'51"W 2606.78 feet along the South line of the North ½ of the Southwest ¼ of said Section 26; thence N00°39'24"W 959.17 feet along the West line of said Section 26 and the centerline of said Tuttle Road; thence N89°51'07"E 581.40 feet; thence N00°39'24"W 374.63 feet; thence S89°51'07"W 531.40 feet along said East-West ¼ line to the Place of Beginning, contain 254.79 acres of land, more or less. Excepting therefrom a 0.28 acre parcel of land being described as follows: Commencing at the North ¼ corner of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence S89°55'00"E 1110.09 feet along the North line of said Section 26 and the centerline of Textile Road (66 feet wide); thence S01°27'01"W 33.01 feet; thence N89°55'00"W 120.00 feet along the Southerly Right of Way line of said Textile Road for a PLACE OF BEGINNING; thence S00°55'59"E 175.00 feet; thence N89°55'00"W 70.00 feet; thence N00°55'59"W 175.00 feet; thence S89°55'00"E 70.00 feet along the said South line of Textile Road to the Place of Beginning, containing 0.28 acres of land, more or less; The remaining parcel containing 254.51 acres of land, more or less, being part of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan. Being subject to the rights of the public over the Northerly 33.00 feet thereof as occupied by Textile Road, also being subject to the rights of the public over the Westerly 33.00 feet thereof as occupied by Tuttle Hill Road, also being subject to easements and restrictions of record, if any.

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2015-30**

PAYMENT OF RECURRING BILLS

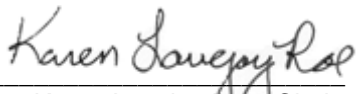
WHEREAS, during the 2000 Audit report by the Township auditor, Post, Smythe, Lutz & Ziel during a working session held on June 19, 2001, it was recommended that a resolution be adopted for payment of recurring bills in order to avoid late fees and/or charges and to take advantage of discounts;

NOW THEREFORE,

BE IT RESOLVED, that the Charter Township of Ypsilanti Board of Trustees hereby authorizes payment of the following recurring bills in advance of regular Board meetings, all subject to later ratification by the Board:

DTE Energy
Verizon
AT&T
Comcast
Waste Management
Guardian Alarm
Ypsilanti Community Utilities Authority
Current Tax Collection Checks
Midwest Golf & Turf
Wex Bank
Wells Fargo Financial Leasing Inc.
Blue Cross Blue Shield
Vision Service Plan
Delta Dental
Standard Insurance Company
Choice Strategies
MERS
Internal Revenue Service
State of Michigan
Friend of the Court
Michigan AFSCME, Council 25
Teamsters Local 214
Sec./Treas., Local 1830
Colonial Life Insurance
Vanguard Group
Charter Twp. of Ypsi. Police & Firefighters Ret.
Nationwide Retirement Solutions
United Way
Garnishments and Levies as Court Ordered

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. 2015-30 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 15, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Charter Township of Ypsilanti
Resolution No. 2015-31

Vacant Property Fee Schedule

WHEREAS, the Township Board of Trustees has adopted Ordinance No. 2015-450 amending Chapter 48 Article IV of the Code of Ordinances regarding vacant property registration to include vacant commercial and industrial property.

WHEREAS, the Township previously adopted Resolution No. 2014-11 establishing a fee schedule to offset the Township's costs of registration, inspection, recordkeeping and securing vacant residential property.

WHEREAS, Resolution No. 2014-11 now needs to be amended to include fees to offset the Township's costs of registration, inspection, recordkeeping and securing commercial and industrial vacant property.


NOW THEREFORE,

BE IT RESOLVED, that the following amended fee schedule is adopted:

VACANT PROPERTY FEES:

\$100	Residential property annual registration and certification inspection
\$100	Commercial/Industrial annual registration and certification inspection
\$50/hr	Commercial/Industrial inspections exceeding one hour duration on-site
\$ 50	Late registration plus the cost of a title search if necessary to identify the owner (if applicable)
\$ 30	Re-inspection required to verify cited code violations for certification
\$ 75	Township staff response to unsecured structure plus actual cost incurred by Township to secure structure if owner fails to secure structure within a reasonable amount of time
\$150	Administrative search warrant to inspect vacant structure, if owner permission to enter is not provided within a reasonable amount of time

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. 2015-31 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 15, 2015.


Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Charter Township of Ypsilanti Resolution No. 2015-32

Amendment to Professional Service Fees For Township, Attorney, Planner, Engineer and Fire Department

WHEREAS, the Charter Township of Ypsilanti has previously adopted Professional Fees for Township, Attorney, Planner, Engineer and Fire Department which schedule is from time to time amended; and

WHEREAS, the Charter Township of Ypsilanti has recently adopted a policy resolution regulating collection bins that requires an administrative site plan amendment and a permit fee; and

WHEREAS, the Charter Township of Ypsilanti wishes to amend Resolution No. 2014-36, Professional Fees for Township, Attorney, Planner, Engineer and Fire Department by adding the following fees and hourly rates:

Nonresidential Administrative Site Plan Amendment

- Township Fee: \$150
- Planner Fee: \$90/hr with two hour minimum deposit to include site plan review, parking calculations, setback verifications and on-site visit
- Engineer Fee: \$500 deposit if necessary
- Fire Dept Fee: \$75 if necessary

Collection Bin Permit

- Township Fee: \$200
- Policy Violation Response Fee: \$75 per valid occurrence plus actual abatement costs if necessary

NOW THEREFORE,

BE IT RESOLVED that the Charter Township of Ypsilanti amends Resolution No. 2014-36 by adding the above described fees and hourly rates for the regulation of collection bins.

BE IT FURTHER RESOLVED that any previous Professional Service Fees not in conformity with those contained in this resolution shall be repealed.

BE IT FURTHER RESOLVED that the fees and hourly rates contained in this resolution to amend the existing fee schedule for Professional Service Fees for Township, Attorney, Planner, Engineer and Fire Department shall become effective on September 24, 2015.

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. 2015-32 approved by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on September 15, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2015-34

RENEWABLE ENERGY STRATEGY

Whereas, the Charter Township of Ypsilanti (Township) wishes to reduce the carbon footprint from the use of electricity at Township owned facilities; and

Whereas, The Charter Township of Ypsilanti wished to continue to support the Ford Lake Hydro Electric Station (Hydro Station) by utilizing renewable energy credits (RECs) from the Hydro Station; and

Whereas, using RECs will reduce the Townships carbon footprint; and

Whereas, The Township Board now establishes a Renewable Energy Strategy to be administered by the Hydro Station and establishes fees for said RECs; and

Whereas, the Township wishes to sell excess RECs; and

Whereas, the Township Board approves the Township Supervisor and Township Clerk to sign external RECs Sales Agreements; and

Whereas, The Township Supervisor and Township Clerk may accept a lower sale price for RECs when it is in the best interest of the Township; and

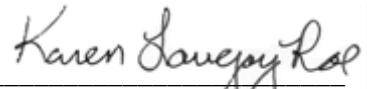
Now Therefore,

Be it Resolved, that the attached fee sheet is hereby established and waived for internal township exchanges;

Be it Further Resolved, that all previous resolutions regarding RECs are hereby revoked.

Be it Further Resolved, that Resolution 2015-34 shall become effective October 1, 2015.

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. 2015-34 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 15, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti